

## **ORDINANCE NO. 24-091**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITH CEDAR POINT PARK LLC FOR A PORTION OF PARCEL NO. 57-00771.000 LOCATED ON CEDAR POINT DRIVE; APPROVING TEMPORARY EASEMENTS GRANTED TO THE CITY BY CEDAR POINT PARK LLC FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

**WHEREAS**, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

**WHEREAS**, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

**WHEREAS**, Cedar Point Park LLC is the owner of property located on Cedar Point Drive, Parcel No. 57-00771.000, and has agreed to sell a portion of the property and grant a temporary easement to the City necessary for the Cleveland Road Safety Improvement Project and will donate the fair market land value of \$25,000.00 for the acquisition and \$6,545.00 for the easement; and

**WHEREAS**, the City will pay Cedar Point Park LLC compensation for the value of each improvement to be acquired (rocks, shrubs, foundation pads, mulched flower bed, trees, light pole, and parking spaces) in the amount of \$21,080.00 and will initial be paid with Major Infrastructure Street Funds of which 95% will be reimbursed from the Ohio Department of Transportation through the Highway Safety Improvement Program (HSIP); and

**WHEREAS**, Cedar Point Park LLC is the owner of property located at 2005 Cleveland Road, Parcel No. 57-05722.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project and will donate the land value of \$1,870.00 for the temporary easement; 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 for the documents to be fully executed and recorded in a timely manner and to proceed with plans for the project; 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

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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. The City Manager is hereby authorized and directed to enter into a Contract for Sale and Purchase of Real Property with Cedar Point Park LLC for a portion of Parcel No. 57-00771.000 located on Cedar Point Drive, substantially in the same form as attached to this Ordinance, marked Exhibit "1" and is specifically incorporated 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 at an amount **not to exceed** Twenty-One Thousand Eighty and 00/100 Dollars (\$21,080.00) pursuant to the Contract.

Section 2. This City Commission approves Temporary Easements granted to the City by Cedar Point Park LLC for the purpose of utilizing for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as attached to this Ordinance, marked Exhibit "2" and is specifically incorporated if fully rewritten herein, and any contracts or agreements required by the Ohio Department of Transportation and necessary for the temporary easements granted to the City for the Cleveland Road Safety Improvement Project (PID 114056).

Section 3. 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 4. 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 5. That for reasons set forth in the preamble hereto, this Ordinance is

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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.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: April 22, 2024

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

PARCEL(S): 56-WD, T1, T2  
ERI-6-9.07  
PID: 114056

This Agreement is by and between the City of Sandusky, Ohio ["Purchaser"] and Cedar Point Park LLC, a Delaware limited liability company ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$21,080.00, which sum shall constitute the entire amount of compensation due Seller for: (a) all improvements; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property. The land for 56-WD, 56-T1 and 56-T2 are being donated by Cedar Point Park LLC, a Delaware limited liability company to the City of Sandusky, Ohio.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with



all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, 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.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Sandusky, Ohio and Cedar Point Park LLC, a Delaware limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

CEDAR POINT PARK LLC, A DELAWARE LIMITED  
LIABILITY COMPANY



By BRIAN C. WITHEROW

Its VP & CFO

Date 2/29/24

City of Sandusky, Ohio

\_\_\_\_\_  
John Orzech  
City Manager

Date: \_\_\_\_\_

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 John Orzech, City Manager and the duly authorized representative of the City of Sandusky, Ohio who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Sandusky, Ohio.

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: \_\_\_\_\_

**EXHIBIT A**

LPA RX 851 WD

*JSA*  
Ver. Date 11/21/2022

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PID 114056

**PARCEL 56-WD  
ERI-06-09.07**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
"CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

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**[Surveyor's description of the premises follows]**

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Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 26 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **7.98 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), being a parcel on the right side of the centerline of right-of-way for Cedar Point Drive, both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Cedar Point Drive, (reference a monument box found bearing South 16 degrees 30 minutes 20 seconds West at a distance of 1.24 feet), said point being at U.S. Route 6 centerline of right-of-way station 155+21.83;

Thence along the arc of a non-tangent curve to the right, along the centerline of right-of-way for U.S. Route 6, said curve having a radius of **3,819.77 feet**, a central angle of **01 degree 14 minutes 51 seconds**, and an arc length of **83.17 feet** to a point, said curve being subtended by a long chord having a bearing of **South 73 degrees 02 minutes 24 seconds East** and a length of **83.16 feet**, said point being at U.S. Route 6 centerline of right-of-way station 156+05.00;



## **EXHIBIT A**

LPA RX 851 WD

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Thence **North 17 degrees 35 minutes 01 second East**, a distance of **40.00 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6, being on the south line of said 7.98 acre tract, and being the easterly corner of that right-of-way parcel described as Parcel 2 in a deed to City of Sandusky, Ohio, of record in Deed Book 299, Page 523, said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 156+05.00 and 84.03 feet right of Cedar Point Drive centerline of right-of-way station 400+39.09, and said iron pin being the **TRUE POINT OF BEGINNING** for this description;

Thence along the arc of a non-tangent curve to the right, along the existing east right-of-way line for Cedar Point Drive, along the northeast line of said City of Sandusky right-of-way parcel and along the southwest line of said 7.98 acre tract, said curve having a radius of **45.00 feet**, a central angle of **88 degrees 45 minutes 32 seconds**, and an arc length of **69.71 feet** to an iron pin set at a point of tangency, said curve being subtended by a long chord having a bearing of **North 28 degrees 02 minutes 12 seconds West** and a length of **62.95 feet**, said iron pin being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 400+84.08;

Thence **North 16 degrees 20 minutes 34 seconds East**, along the existing east right-of-way line for Cedar Point Drive, as established by Plat Book 16, Page 25, and along the west line of said 7.98 acre tract, a distance of **113.17 feet** to an iron pin set, said iron pin being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 401+97.26;

Thence through said 7.98 acre tract along the following five (5) described courses:

1. **South 10 degrees 51 minutes 59 seconds West**, a distance of **43.54 feet** to an iron pin set, said iron pin being 44.16 feet right of Cedar Point Drive centerline of right-of-way station 401+53.91;
2. **South 07 degrees 01 minute 09 seconds West**, a distance of **35.00 feet** to an iron pin set, said iron pin being 49.83 feet right of Cedar Point Drive centerline of right-of-way station 401+19.37;
3. **South 03 degrees 35 minutes 27 seconds West**, a distance of **35.00 feet** to an iron pin set, said iron pin being 57.55 feet right of Cedar Point Drive centerline of right-of-way station 400+85.24;
4. **South 00 degrees 06 minutes 08 seconds West**, a distance of **15.00 feet** to an iron pin set, said iron pin being 61.75 feet right of Cedar Point Drive centerline of right-of-way station 400+70.83;

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5. **South 18 degrees 43 minutes 23 seconds East**, a distance of **38.78 feet** to the **TRUE POINT OF BEGINNING** for this description.


The above described right-of-way parcel contains a total area of **0.0388 acres** (0.0091 acres located within present road occupied), all of which is located within Erie County Auditor's parcel number 57-00771.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins referenced as set are 5/8 inch diameter by 30 inch long rebar with caps inscribed "ASI PS 8438".

The above described right-of-way parcel was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.


American Structurepoint, Inc.

  
Brian P. Bingham, PS  
Registered Professional Surveyor No. 8438



8/30/2023  
Date

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.

  
Engineer/Surveyor: Erie County Engineer's  
Date: 9-11-2023



**EXHIBIT A**

LPA RX 887 T

Ver. Date 11/21/2022

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PID 114056

**PARCEL 56-T1  
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
COMPLETE GRADING  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 26 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **7.98 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), being a parcel on the right side of the centerline of right-of-way for Cedar Point Drive, both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Cedar Point Drive, (reference a monument box found bearing South 16 degrees 30 minutes 20 seconds West at a distance of 1.24 feet), said point being at U.S. Route 6 centerline of right-of-way station 155+21.83;

Thence along the arc of a non-tangent curve to the right, along the centerline of right-of-way for U.S. Route 6, said curve having a radius of **3,819.77 feet**, a central angle of **01 degree 14 minutes 51 seconds**, and an arc length of **83.17 feet** to a point, said curve being subtended by a long chord having a bearing of **South 73 degrees 02 minutes 24 seconds East** and a length of **83.16 feet**, said point being at U.S. Route 6 centerline of right-of-way station 156+05.00;

Thence **North 17 degrees 35 minutes 01 second East**, a distance of **40.00 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6, being on the south line of said 7.98 acre tract, and being the easterly corner of that right-of-way parcel described as Parcel 2 in a deed to City of Sandusky, Ohio, of record in Deed Book 299, Page 523, said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 156+05.00 and 84.03 feet right of Cedar Point Drive centerline of right-of-way station 400+39.09;



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Thence through said 7.98 acre tract and along a proposed right-of-way take along the following six (6) described courses:

1. **North 18 degrees 43 minutes 23 seconds West**, a distance of **23.82 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 59.22 feet left of U.S. Route 6 centerline of right-of-way station 155+91.11 and 70.34 feet right of Cedar Point Drive centerline of right-of-way station 400+58.59;
2. **North 18 degrees 43 minutes 23 seconds West**, a distance of **14.96 feet** to an iron pin set, said iron pin being 61.75 feet right of Cedar Point Drive centerline of right-of-way station 400+70.83;
3. **North 00 degrees 06 minutes 08 seconds East**, a distance of **15.00 feet** to an iron pin set, said iron pin being 57.55 feet left of Cedar Point Drive centerline of right-of-way station 400+85.24;
4. **North 03 degrees 35 minutes 27 seconds East**, a distance of **35.00 feet** to an iron pin set, said iron pin being 49.83 feet right of Cedar Point Drive centerline of right-of-way station 401+19.37;
5. **North 07 degrees 01 minute 09 seconds East**, a distance of **35.00 feet** to an iron pin set, said iron pin being 44.16 feet right of Cedar Point Drive centerline of right-of-way station 401+53.91;
6. **North 10 degrees 51 minutes 59 seconds East**, a distance of **43.54 feet** to an iron pin set on the existing east right-of-way line for Cedar Point Drive, as established by Plat Book 16, Page 25, being on the west line of said 7.98 acre tract, said iron pin being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 401+97.26;

Thence **North 16 degrees 20 minutes 34 seconds East**, along the existing east right-of-way line for said Cedar Point Drive and along the west line of said 7.98 acre tract, a distance of **85.28 feet** to a point, said point being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 402+82.53;

Thence through said 7.98 acre tract along the following seven (7) described courses:

1. **South 73 degrees 39 minutes 26 seconds East**, a distance of **5.00 feet** to a point, said point being 45.00 feet right of Cedar Point Drive centerline of right-of-way station 402+82.53;
2. **South 16 degrees 20 minutes 34 seconds West**, a distance of **101.47 feet** to a point, said point being 45.00 feet right of Cedar Point Drive centerline of right-of-way station 401+81.07;

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3. **South 05 degrees 43 minutes 19 seconds West**, a distance of **23.05 feet** to a point, said point being 49.25 feet right of Cedar Point Drive centerline of right-of-way station 401+58.41;
4. **South 23 degrees 39 minutes 29 seconds East**, a distance of **23.21 feet** to a point, said point being 64.17 feet right of Cedar Point Drive centerline of right-of-way station 401+40.63;
5. **South 00 degrees 08 minutes 35 seconds East**, a distance of **37.34 feet** to a point, said point being 74.76 feet right of Cedar Point Drive centerline of right-of-way station 401+04.83;
6. **South 07 degrees 38 minutes 21 seconds West**, a distance of **48.44 feet** to a point on the north line of that 0.028 acre right-of-way easement described as Parcel 19 in a deed to County of Erie, of record in Deed Book 152, Page 368, said point being 82.09 feet right of Cedar Point Drive centerline of right-of-way station 400+56.95 and 57.81 feet left of U.S. Route 6 centerline of right-of-way station 156+02.71;
7. **North 65 degrees 40 minutes 53 seconds West**, a distance of **11.87 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0551 acres**, all of which is located within Erie County Auditor's parcel number 57-00771.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.


American Structurepoint, Inc.

  
Brian P. Bingham, PS  
Registered Professional Surveyor No. 8438



8/30/2022  
Date

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.

  
Engineer/Surveyor: Erie County Engineer's  
Date: 9-11-2023



**EXHIBIT A**

LPA RX 887 T

Ver. *gsc* Date 11/21/2022

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PID 114056

**PARCEL 56-T2  
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A SIDEWALK AND COMPLETE GRADING  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

**[Surveyor's description of the premises follows]**

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Situated in the State of Ohio, County of Erie, City of Sandusky, being part of that **original 17.5926 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

**BEGINNING** at a point on the existing north right-of-way line for U.S. Route 6, said point at a southwest corner, being on the north line of that 0.064 acre right-of-way easement described as Parcel 22 in a deed to County of Erie, of record in Deed Book 152, Page 373, said point being 40.00 feet left of U.S Route 6 centerline of right-of-way station 160+23.35;

Thence **North 23 degrees 51 minutes 32 seconds East**, along the existing north right-of-way line for said U.S. Route 6 and along a north line of said 0.064 acre right-of-way easement, through said original 17.5926 acre tract, a distance of **6.06 feet** to a point, said point being 46.06 feet left of U.S. Route 6 centerline of right-of-way station 160+23.35;

Thence **South 64 degrees 47 minutes 55 seconds East**, continuing through said original 17.5926 acre tract, a distance of **181.16 feet** to a point, said point being 46.06 feet left of U.S. Route 6 centerline of right-of-way station 162+02.36;

Thence **South 26 degrees 28 minutes 12 seconds West**, continuing through said original 17.5926 acre tract, a distance of **6.06 feet** to a point on the existing north right-of-way line for said U.S. Route 6, being on the north line of said 0.064 acre right-of-way easement, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 162+02.37;

**EXHIBIT A**

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Thence along the arc of a non-tangent curve to the left, along the existing north right-of-way line for said U.S. Route 6 and along the north line of said 0.064 acre right-of-way easement, said curve having a radius of **3,859.77 feet**, a central angle of **02 degrees 41 minutes 07 seconds**, and an arc length of **180.90 feet** to the **POINT OF BEGINNING** for this description, said curve being subtended by a long chord having a bearing of **North 64 degrees 47 minutes 54 seconds West** and a length of **180.88 feet**.

The above described temporary easement contains a total area of **0.0222 acres**, all of which is located within Erie County Auditor's parcel number 57-05722.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

  
\_\_\_\_\_  
Brian P. Bingham, PS  
Registered Professional Surveyor No. 8438



8/30/2023  
Date

LPA RE 807-D  
Rev. 10/2017

TED  
LPA

## **TEMPORARY EASEMENT**

Cedar Point Park LLC, a Delaware limited liability company, the Grantor(s), as a GIFT/DONATION, does grant to the City of Sandusky, Ohio, 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): 56-T1, T2

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-00771.000

Prior Instrument Reference: Instrument No. 201410099, 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 12 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, construction, reconstruction, widening, repair or maintenance of a public road.



IN WITNESS WHEREOF, Cedar Point Park, LLC, a Delaware Limited Liability Company has caused its name to be subscribed by Brian C. Witherow, its duly authorized EVP & CFO, and its duly authorized agent on the 13<sup>th</sup> day of March, 2024.

Cedar Point Park, LLC, a Delaware  
Limited Liability Company

Brian C. Witherow  
By BRIAN C. WITHEROW  
ITS EVP & CFO

STATE OF Ohio, COUNTY OF Erie SS:

BE IT REMEMBERED, that on the 13<sup>th</sup> day of March, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brian C. Witherow, who acknowledged being the EVP & CFO and duly authorized agent of Cedar Point Park, LLC, a Delaware Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Brian C. Witherow 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.



Melissa L. Johnson  
Notary Public, State of Ohio  
My Commission Expires:  
January 21, 2028

Melissa L. Johnson

NOTARY PUBLIC  
My Commission expires: 1.21.2028

John Orzech, City Manager  
City of Sandusky

\_\_\_\_\_  
Date

Instrument prepared by ORC Associates LLC for the City of Sandusky on a form approved by the Ohio Attorney General's Office.

**EXHIBIT A**

LPA RX 887 T

Ver. Date 11/21/2022

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PID 114056

**PARCEL 56-T1  
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
COMPLETE GRADING  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Outlot 26 of Darling's Survey of Outlots East of Sycamore Line as depicted in Plat Book 1, Page 59, and being part of that **7.98 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), being a parcel on the right side of the centerline of right-of-way for Cedar Point Drive, both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Cedar Point Drive, (reference a monument box found bearing South 16 degrees 30 minutes 20 seconds West at a distance of 1.24 feet), said point being at U.S. Route 6 centerline of right-of-way station 155+21.83;

Thence along the arc of a non-tangent curve to the right, along the centerline of right-of-way for U.S. Route 6, said curve having a radius of **3,819.77 feet**, a central angle of **01 degree 14 minutes 51 seconds**, and an arc length of **83.17 feet** to a point, said curve being subtended by a long chord having a bearing of **South 73 degrees 02 minutes 24 seconds East** and a length of **83.16 feet**, said point being at U.S. Route 6 centerline of right-of-way station 156+05.00;

Thence **North 17 degrees 35 minutes 01 second East**, a distance of **40.00 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6, being on the south line of said 7.98 acre tract, and being the easterly corner of that right-of-way parcel described as Parcel 2 in a deed to City of Sandusky, Ohio, of record in Deed Book 299, Page 523, said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 156+05.00 and 84.03 feet right of Cedar Point Drive centerline of right-of-way station 400+39.09;



## **EXHIBIT A**

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Thence through said 7.98 acre tract and along a proposed right-of-way take along the following six (6) described courses:

1. **North 18 degrees 43 minutes 23 seconds West**, a distance of **23.82 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 59.22 feet left of U.S. Route 6 centerline of right-of-way station 155+91.11 and 70.34 feet right of Cedar Point Drive centerline of right-of-way station 400+58.59;
2. **North 18 degrees 43 minutes 23 seconds West**, a distance of **14.96 feet** to an iron pin set, said iron pin being 61.75 feet right of Cedar Point Drive centerline of right-of-way station 400+70.83;
3. **North 00 degrees 06 minutes 08 seconds East**, a distance of **15.00 feet** to an iron pin set, said iron pin being 57.55 feet left of Cedar Point Drive centerline of right-of-way station 400+85.24;
4. **North 03 degrees 35 minutes 27 seconds East**, a distance of **35.00 feet** to an iron pin set, said iron pin being 49.83 feet right of Cedar Point Drive centerline of right-of-way station 401+19.37;
5. **North 07 degrees 01 minute 09 seconds East**, a distance of **35.00 feet** to an iron pin set, said iron pin being 44.16 feet right of Cedar Point Drive centerline of right-of-way station 401+53.91;
6. **North 10 degrees 51 minutes 59 seconds East**, a distance of **43.54 feet** to an iron pin set on the existing east right-of-way line for Cedar Point Drive, as established by Plat Book 16, Page 25, being on the west line of said 7.98 acre tract, said iron pin being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 401+97.26;

Thence **North 16 degrees 20 minutes 34 seconds East**, along the existing east right-of-way line for said Cedar Point Drive and along the west line of said 7.98 acre tract, a distance of **85.28 feet** to a point, said point being 40.00 feet right of Cedar Point Drive centerline of right-of-way station 402+82.53;

Thence through said 7.98 acre tract along the following seven (7) described courses:

1. **South 73 degrees 39 minutes 26 seconds East**, a distance of **5.00 feet** to a point, said point being 45.00 feet right of Cedar Point Drive centerline of right-of-way station 402+82.53;
2. **South 16 degrees 20 minutes 34 seconds West**, a distance of **101.47 feet** to a point, said point being 45.00 feet right of Cedar Point Drive centerline of right-of-way station 401+81.07;



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3. **South 05 degrees 43 minutes 19 seconds West**, a distance of **23.05 feet** to a point, said point being 49.25 feet right of Cedar Point Drive centerline of right-of-way station 401+58.41;
4. **South 23 degrees 39 minutes 29 seconds East**, a distance of **23.21 feet** to a point, said point being 64.17 feet right of Cedar Point Drive centerline of right-of-way station 401+40.63;
5. **South 00 degrees 08 minutes 35 seconds East**, a distance of **37.34 feet** to a point, said point being 74.76 feet right of Cedar Point Drive centerline of right-of-way station 401+04.83;
6. **South 07 degrees 38 minutes 21 seconds West**, a distance of **48.44 feet** to a point on the north line of that 0.028 acre right-of-way easement described as Parcel 19 in a deed to County of Erie, of record in Deed Book 152, Page 368, said point being 82.09 feet right of Cedar Point Drive centerline of right-of-way station 400+56.95 and 57.81 feet left of U.S. Route 6 centerline of right-of-way station 156+02.71;
7. **North 65 degrees 40 minutes 53 seconds West**, a distance of **11.87 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0551 acres**, all of which is located within Erie County Auditor's parcel number 57-00771.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.


American Structurepoint, Inc.

  
Brian P. Bingham, PS  
Registered Professional Surveyor No. 8438



8/30/2022  
Date

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.

  
Engineer/Surveyor: Erie County Engineer's  
Date: 9-11-2023

**EXHIBIT A**

LPA RX 887 T

Ver. Date 11/21/2022

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PID 114056

**PARCEL 56-T2  
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A SIDEWALK AND COMPLETE GRADING  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
"THE CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being part of that **original 17.5926 acre tract** described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201410099**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (Cleveland Road, R/W width varies), as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

**BEGINNING** at a point on the existing north right-of-way line for U.S. Route 6, said point at a southwest corner, being on the north line of that 0.064 acre right-of-way easement described as Parcel 22 in a deed to County of Erie, of record in Deed Book 152, Page 373, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 160+23.35;

Thence **North 23 degrees 51 minutes 32 seconds East**, along the existing north right-of-way line for said U.S. Route 6 and along a north line of said 0.064 acre right-of-way easement, through said original 17.5926 acre tract, a distance of **6.06 feet** to a point, said point being 46.06 feet left of U.S. Route 6 centerline of right-of-way station 160+23.35;

Thence **South 64 degrees 47 minutes 55 seconds East**, continuing through said original 17.5926 acre tract, a distance of **181.16 feet** to a point, said point being 46.06 feet left of U.S. Route 6 centerline of right-of-way station 162+02.36;

Thence **South 26 degrees 28 minutes 12 seconds West**, continuing through said original 17.5926 acre tract, a distance of **6.06 feet** to a point on the existing north right-of-way line for said U.S. Route 6, being on the north line of said 0.064 acre right-of-way easement, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 162+02.37;



**EXHIBIT A**

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Thence along the arc of a non-tangent curve to the left, along the existing north right-of-way line for said U.S. Route 6 and along the north line of said 0.064 acre right-of-way easement, said curve having a radius of **3,859.77 feet**, a central angle of **02 degrees 41 minutes 07 seconds**, and an arc length of **180.90 feet** to the **POINT OF BEGINNING** for this description, said curve being subtended by a long chord having a bearing of **North 64 degrees 47 minutes 54 seconds West** and a length of **180.88 feet**.

The above described temporary easement contains a total area of **0.0222 acres**, all of which is located within Erie County Auditor's parcel number 57-05722.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.



Brian P. Bingham, PS  
Registered Professional Surveyor No. 8438



8/30/2023  
Date

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.



Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023