

ORDINANCE NO. 24-093

AN ORDINANCE APPROVING A TEMPORARY EASEMENT GRANTED TO THE CITY BY CEDAR POINT PARK LLC FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A BILL OF SALE FOR THE COMPENSATION OF STRUCTURES / IMPROVEMENTS WITHIN THE TEMPORARY EASEMENT; 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 Cleveland Road, Parcel Nos. 57-03094.000 and 57-03095.000, and has granted the City a temporary easement necessary for the Cleveland Road Safety Improvement Project; and

WHEREAS, the fair market value of the temporary easement, including land and structure/improvements (light pole and fixtures, rock, scrubs, and ground cover), is \$3,125.00 of which \$2,000.00 will initially be paid with Major Infrastructure Street Funds with 95% to be reimbursed from the Ohio Department of Transportation through the Highway Safety Improvement Program (HSIP) for compensation for the structures/improvements within the temporary easement and the remaining balance of \$1,125.00 for the land value is being donated to the City by Cedar Point Park LLC; 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 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

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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 Temporary Easement 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 "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.

Section 2. The City Manager is hereby authorized and directed to execute a Bill of Sale for the compensation for structures / improvements within the temporary easement, substantially in the same form as attached to this Ordinance, marked Exhibit "2" 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, and any contracts or agreements required by the Ohio Department of Transportation and necessary for the temporary easement 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 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

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): 60-T

ERI-6-9.07

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-03094.000 and 57-03095.000

Prior Instrument Reference: Instrument No. 201900703, 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 29th day of February, 2024.

CEDAR POINT PARK LLC, A DELAWARE
LIMITED LIABILITY COMPANY

Brian C. Witherow

By: BRIAN C. WITHEROW

STATE OF Ohio COUNTY OF Erie SS:

BE IT REMEMBERED, that on the 29th day of February, 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

John Orzech, City Manager
City of Sandusky

Melissa L. Johnson

NOTARY PUBLIC
My Commission expires: 1.21.2028

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 09/21/2023

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PID 114056

**PARCEL 60-T
ERI-06-09.07**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WALK 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 located in Lot 9 of John E. Camps' Subdivision of Lot No. 7 West of Railroad and 19 Acres east part of Lot No. 8 of Darling's Survey of Outlots East of Sycamore Line, as recorded in Plat Book 1, Page 16, and being part of that 2.742 acre tract described in a deed to **Cedar Point Park LLC**, of record in **Record Number 201900703**, 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:

Commencing for reference at a point on the existing north right-of-way line for U.S. Route 6, being the northwest corner of that 0.144 acre right-of-way easement described as Parcel 25 in a deed to County of Erie, of record in Deed Book 152, Page 362, being the southwest corner of said 2.742 acre tract, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 165+59.11;

Thence along the arc of a non-tangent curve to the right, along the existing north right-of-way line for said U.S. Route 6, along the north line of said 0.144 acre right-of-way easement and along the south line of said 2.742 acre tract, said curve having a radius of **3,859.47 feet**, a central angle of **00 degrees 12 minutes 00 seconds**, and an arc length of **13.47 feet** to a point of tangency, said curve being subtended by a long chord having a bearing of **South 58 degrees 00 minutes 17 seconds East** and a length of **13.47 feet**, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 165+75.00;

Thence **South 57 degrees 54 minutes 18 seconds East**, continuing along the existing north right-of-way line for said U.S. Route 6, continuing along the north line of said 0.144 acre right-of-way easement and continuing along the south line of said 2.742 acre tract, a distance of **2.56 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 165+75.00;

EXHIBIT A

LPA RX 887 T

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Thence through said 2.742 acre tract along the following three (3) described courses:

1. **North 32 degrees 05 minutes 42 seconds East**, a distance of **10.00 feet** to a point, said point being 50.00 feet left of U.S. Route 6 centerline of right-of-way station 165+75.00;
2. **South 57 degrees 54 minutes 18 seconds East**, a distance of **125.07 feet** to a point, said point being 50.00 feet left of U.S. Route 6 centerline of right-of-way station 167+00.07;
3. **South 31 degrees 30 minutes 01 second West**, a distance of **10.00 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 0.144 acre right-of-way easement, and being on the south line of said 2.742 acre tract, said point being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 167+00.17;

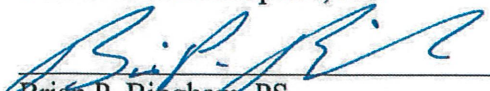
Thence **North 57 degrees 54 minutes 18 seconds West**, along the existing north right-of-way line for said U.S. Route 6, along the north line of said 0.144 acre right-of-way easement and along the south line of said 2.742 acre tract, a distance of **125.17 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.0287 acres**, of which 0.0102 acres is located within Erie County Auditor's parcel number 57-03094.000 and 0.0185 acres is located within Erie County Auditor's parcel number 57-03095.000.

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



9/21/2023
Date

BILL OF SALE
Structures and/or
Miscellaneous Improvements

This Contract made and entered into this 15TH day of March, 2024 by Cedar Point Park LLC, a Delaware limited liability company hereinafter called Owner and the City of Sandusky, Ohio, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 60-T, following described structure(s)/improvement(s) which, for the purpose of this Agreement, shall be considered to be real property, the same as if attached to the land:

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH	
20' Light Pole	\$900.00
Double Light Fixture	\$750.00
Rock	\$50.00
Shrubs & ground cover	\$300.00
TOTAL	\$2,000.00

It is mutually agreed and understood between the Owner and the LPA as follows:

1. The sum \$2,000.00 is the entire amount of money to be paid to Owner for the improvement(s). Land is being donated by Owner.
2. The Owner is to remain in possession of the structure(s)/improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s)/improvement(s) so long as he/she has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner shall remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment, and shall protect and preserve the same as they now exist and shall deliver peaceful unoccupied possession thereof to the LPA, it's employees or assigns at the closing or as directed by the LPA Projects Manager.
4. It is agreed that the following fixtures and/or equipment:
20' Light Pole, Double Light Fixture or other items that are normally considered a part of and add to the value of the structure(s), shall be delivered, by the owner, intact.
5. The Owner shall assign all rights of access to the structure(s)/improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to

C/R/S	<u>ERI-6-9.07</u>
PARCEL	<u>60-T</u>
PID NO	<u>114056</u>

remove the structure(s)/improvement(s) in accordance with the plans on file and/or the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

IN WITNESS WHEREOF Brian C. Witherow hereto set his/her hand on the 29
day of February, 2024 on behalf of the Cedar Point Park LLC, a Delaware limited
liability company.

Cedar Point Park LLC, a Delaware limited liability company



By/Title: BRIAN C. WITHEROW / EVP & CFO

Date: 2/29/24

City of Sandusky, Ohio

By/Title: John Orzech, City Manager

Date: _____