

ORDINANCE NO. 19-006

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO GRANT AN ACCESS AND UTILITY EASEMENT TO WAGNER BUILDING, LLC, FOR THE PURPOSE OF GENERAL ACCESS TO 246 EAST MARKET STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Wagner Building, LLC, is the owner of property located at 246 E. Market Street and has requested an easement for access along the east side of a structure directly abutting a City parking lot located at 250 E. Market Street; and

WHEREAS, an easement agreement is necessary as the only means of access to the parking lot on the south side of the structure at 246 E. Market Street is through the City's underutilized parking lot on the southwest corner of Market and Hancock Streets; and

WHEREAS, this easement agreement has been reviewed and approved by the future developer of the City's parking lot and joint venture between Bowling Green State University and Cedar Fair; and

WHEREAS, the proposed easement is 10 feet in width and runs the length of the 200.42-foot eastern wall of the structure, with an area of 2,004.20 square feet and grants general access for the maintenance and repair of the building; installation, inspection, maintenance, and repair of existing utilities to the property and vehicular access to the rear parking lot at 246 E. Market Street; 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 easement agreement to be fully executed and recorded prior to the sale of the City's parking lot; 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 authorizes and directs the City Manager to grant an Access and Utility Easement to Wagner Building, LLC, for the purpose of general access to 246 E. Market Street, Sandusky, a copy of which is attached, marked Exhibit "1" and is specifically incorporated if fully rewritten herein.

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.



DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:



KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 14, 2019

ACCESS AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: The City of Sandusky, Ohio, a Municipal Corporation organized under the laws of Ohio, herein referred to as Grantor(s), whose tax mailing address is 222 Meigs Street, Sandusky, Ohio 44870, for and in consideration of the sum of \$1.00, along with other good and valuable consideration, the sufficiency of which is hereby acknowledged and paid by Wagner Building LLC, the Grantee, whose tax mailing address is 5235 Castle Hills Drive, San Diego, California 92109, does hereby GRANT, BARGAIN, SELL, CONVEY, and RELEASE to the Grantee, its successors and assigns an access and utility easement, which is more particularly described in Exhibit A attached hereto (the "Easement Area"), within the following described real estate (the "Property"):

Address: Hancock Street, Sandusky, Ohio 44870
PPN: 56-64051.000
Prior Deed Reference: Deed Volume 266, pg. 421

This easement and covenants contained herein is intended to run with the land and shall be binding upon and shall inure to the benefits of the parties hereto, their respective heirs, personal representatives, successors, assigns, or the like.

The Grantor grants this easement to Grantee for the sole purpose that the Grantee, its successor and assigns as well as its employees and/or agents have access to the Easement Area for the purpose of general access to 246 East Market Street, Sandusky, Ohio and for the maintenance/repair to 246 East Market Street, Sandusky, Ohio, as well as for the installation, inspection, maintenance, and/or repair of utilities.

The Grantee covenants to not unreasonably burden the Grantor's or its successors or



assigns access to the Easement Area, nor shall this easement limit Grantor's, its successors or assigns ability to utilize the Easement Area for access, construction activities and/or installment of improvements and/or utilities on the surface and/or sub-surface of the Easement Area associated with any future development activities of the Property..

Grantee shall not install, nor allow any utility company to install in the Easement Area, any above grade equipment, including but not limited to meters, valves, service boxes and/or similar equipment, other than the gas meter existing as of the date of this Easement.

All costs associated with maintenance and repair of the surface and/or sub-surface Easement Area and/or any improvements thereto, along with any repairs to Grantor's Property or improvements thereon caused by damages, in the Grantor's sole discretion, by the Grantee, its successors, assigns, or invitees use of the Easement, shall be borne by the Grantee. In the event the Grantee does not perform such maintenance and repair when so directed by the Grantor, the Grantor has the right to perform such maintenance and repair and invoice the Grantee for any associated costs. If such invoice is not paid within ten (10) business days, Grantor shall have the sole, absolute, and exclusive right to i) render this Easement null and void, record a release of this Easement in the Erie County public records, which shall not require the Grantee's execution of such release, and ii) lien the Grantee's property for such costs, and any costs incurred in perfecting such lien.

In the event Grantor, its successors or assigns utilizes the Easement Area to install improvements and/or utilities in conjunction with the development of the Property, the repair and maintenance costs associated with such improvements and/or utilities shall be borne by the Grantor pertaining solely to its improvements and/or utilities.

The Grantor and the undersigned covenant that they have good and valid title to the premises as good and indefeasible estate in fee simple and have full authority and right to grant and convey the premises as described herein.

TO HAVE AND TO HOLD the above granted easement for the purposes mentioned above unto the Grantee forever.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Grantee has set his hands on this ____ day of _____, 2019.

Grantee:

Wagner Building LLC

(Name of Person Signing) (Status with organization)

STATE OF OHIO)

) SS:

COUNTY OF ERIE)

Having personally appeared and duly sworn before me a Notary Public in and for said County, _____, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREOF, the Grantors have set their hands on this ____ day of _____, 2019.

Grantor:

The City of Sandusky, Ohio

Eric Wobser, City Manager

STATE OF OHIO)

) SS:

COUNTY OF ERIE)

Having personally appeared and duly sworn before me a Notary Public in and for said County, Eric Wobser, City Manager, who acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:

Approved as to Form:

Trevor M. Hayberger (#00775112)
Law Director, City of Sandusky

This document was prepared by: Trevor Hayberger, Assistant Law Director, City of Sandusky 222 Meigs St., Sandusky, Ohio 44870

**EASEMENT DESCRIPTION
FOR
246 E. MARKET ST., SANDUSKY, OH**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being in part of Lots 7, 8 and 9 on Hancock St., all in the Old Town Plat of the City of Sandusky, also being a non-exclusive easement for access and utility purposes in lands of the City of Sandusky, D.V. 266, Pg. 421, all references herein to the records of the Erie County Recorder's Office and being more particularly bounded and described as follows:

Beginning, for reference, at the intersection of chisel marks on the rim of a manhole at the intersection of centerlines of E. Market Street and Wayne Street; thence, South 23°40'31" East with the centerline of Wayne Street, a distance of 41.25 feet to a point; thence, North 66°08'06" East in a line parallel to the centerline of E. Market Street, a distance of 41.25 feet to the intersection of the easterly line of Wayne St. with the southerly line of E. Market St; thence, North 66°08'06" East with the southerly line of E. Market St., a distance of 266.04 feet to the northeasterly corner of lands of Wagner Buildings LLC, RN 201706236 in Lots 7, 8 and 9 Hancock Street, the same being the northeasterly corner of an existing building at 246 E. Market St., and the **True Point of Beginning** for this description;

Thence continuing with said southerly line of E. Market St. North 66°08'06" East, a distance 10.00 feet to a mag nail set;

Thence, South 23°40'31" East through lands of the City of Sandusky, D.V. 266, Pg. 421 in Lots 7, 8 and 9 Hancock Street, a distance of 200.42 feet to a mag nail set;

Thence, South 66°08'06" West through said lands of the City of Sandusky, a distance of 10.00 feet to a point at the southeasterly corner of said lands of Wagner Buildings LLC;

Thence, North 23°40'31" West with said lands, a distance of 200.42 feet to the point of beginning for this easement, containing 2004.20 square feet of land, more or less.

This description was prepared by John Hancock, P.S. from a field survey conducted in April, 2017. Bearings herein are based on Grid North, Ohio State Plane Coordinate System, NAD '83.

John Hancock & Associates, Inc.



John Hancock, P.S. No 6918

Date: August 31, 2018

File: server/dwgs/253917/253917schmidt82718



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.



Erie County Engineer

Date: 9/5/18



