

**ORDINANCE NO. 20-117**

**AN ORDINANCE APPROVING A TRAIL AND ACCESS EASEMENT GRANTED TO THE CITY BY ERIE METROPARKS FOR THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission declared their support for The Landing Park Project by Resolution No. 005-18R, passed on January 22, 2018; 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, for the Landing Project by Ordinance No. 18-127, passed on June 25, 2018; and

**WHEREAS**, the City owns property identified as Erie County Permanent Parcel Nos. 57-01824.000, 57-01824.003, 57-01824.004, and intends to develop the contiguous property into a public park (commonly known as "Landing Park"), which must be utilized exclusively for recreational and educational public-park land uses, including walking, biking, kayaking, canoeing, rowing, sculling, paddle boarding, running trails and related facilities and improvements, such as parking areas, walks, paths, boardwalks, education and observation facilities, playground and picnic areas, traffic-control facilities and improvements, flood and erosion control facilities and improvements, or other non-commercial public amenities; and

**WHEREAS**, Erie MetroParks is the owner of property consisting of approximately 230.64 acres located in the City and identified as Erie County Permanent Parcel No. 57-62420.000, and has agreed to convey to the City a trail and access easement across certain portions of the Erie MetroParks property for the benefit of the City's contiguous property and for the benefit of The Landing; 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 to be immediately approved and allow the consultant to proceed with finalizing plans and permits for The Landing; 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 the Trail and Access Easement granted to the City by Erie MetroParks for the purpose of utilizing for recreational and educational public park land uses over and through property owned by Erie

MetroParks, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein. together with any revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: August 10, 2020

## TRAIL AND ACCESS EASEMENT

This **TRAIL AND ACCESS EASEMENT (the “Easement”)** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **ERIE METROPARKS**, an Ohio political subdivision (the “MetroParks) and **THE CITY OF SANDUSKY**, an Ohio political subdivision (the “City of Sandusky”).

### RECITALS

A. The MetroParks are the sole owner of certain real estate, consisting of approximately 230.64 acres of property, located in the City of Sandusky, County of Erie, State of Ohio, which is legally described in **Exhibit A**, commonly known as Erie County Permanent Parcel Number 57-62420.000 and incorporated herein by reference (the “MetroParks Property”).

B. The City of Sandusky intends to develop contiguous real estate owned by the City of Sandusky (namely Erie County Permanent Parcel Numbers 57-01824.000, 57-01824.003, 57-01824.004), which is shown in **Exhibit B**, herein called the “City Property”) into a public park (commonly known as “Landing Park”), which must be utilized exclusively for recreational and educational public-park land uses, including walking, biking, kayaking, canoeing, rowing, sculling, paddle boarding, running trails and related facilities and improvements, such as parking areas, walks, paths, boardwalks, education and observation facilities, playground and picnic areas, traffic-control facilities and improvements, flood and erosion control facilities and improvements, or other non-commercial public amenities (herein collectively called “Public Recreational Purposes”); and

C. The MetroParks has agreed to convey to the City of Sandusky, for the benefit of the City Contiguous Property and for the benefit of the Landing Park, a trail and access easement across certain portions of the MetroParks Property.

### **GRANT OF TRAIL AND ACCESS EASEMENT**

In consideration of the facts recited above, the MetroParks and the City of Sandusky agree as follows:

1. **Grant of Trail and Access Easement.** The MetroParks hereby grants and conveys to City of Sandusky a perpetual, non-exclusive easement (the “Easement”) over and through certain specified portions of the MetroParks Property, which is incorporated herein by reference (the “Easement Area”). The location of the Easement Area is shown on the Easement Map

attached hereto as **Exhibit C (2 of 2)**. The purpose of the Easement is to provide year-round pedestrian access, through established trails, boardwalks and platforms, to and from the City Property as a part of Landing Park (including but not limited to, access for necessary safety patrol and for law enforcement and EMS vehicles), and to provide year-round hiking trails, biking trails, kayaking, paddle boarding and canoeing and recreational observation platforms on the Easement Area for the general public exclusively for Public Recreational Purposes. No motorized watercraft are permitted to be utilized on the MetroParks Property or in the Easement Area.

2. **Use of Easement.** Nothing in this easement is intended to prohibit use of the Easement Area by the MetroParks, provided such use does not interfere with the use of the Easements by the City of Sandusky and the general public. The City's use of the Easement Area and construction of the improvements (described below) shall be in such a manner as to not conflict with the MetroParks' conservation and public recreational policies and objectives and shall be in conformity with all restrictions and mandates of the existing conservation easements, trail easements and restrictions which the MetroParks Property is currently subject to, including, but not limited to those restrictions and mandates found within RN 20071450, RN 200714533 and RN 200322578 of the Official Records of Erie County, Ohio.

3. **Improvements.** The City of Sandusky shall have the right, but not the obligation, to construct, reconstruct, maintain and repair, at its sole expense, improvements upon the Easement Area to make the Easement Area suitable for intended use of such property as described in Section 1 above. Furthermore, the City of Sandusky shall have the right to come upon the MetroParks Property temporarily during such construction, reconstruction, maintenance and repair as may be reasonably necessary to complete such construction, reconstruction, maintenance and repair, provided, however, that the City of Sandusky shall be responsible for any damage to the MetroParks Property as a result of its exercise of such right. The City of Sandusky shall also have the right to post signs on the Easement Area notifying the public of their right to use the trails, boardwalks and observation platforms and Easement Area for public recreation purposes. The City of Sandusky shall not be obligated to install any of these improvements. Any improvements on the Easement Area made by the City of Sandusky shall be subject to the prior written approval of the MetroParks, which approval will not be unreasonably withheld, conditioned or delayed. Any such approved improvements shall be completed by no later than June 30, 2025.

4. **Maintenance.** The City of Sandusky, or its designee, shall be responsible for maintaining the Easement Area and all improvements thereupon, to the extent necessary for the uses described in Section 1 above.

5. **Damage to Easement Area.** The City of Sandusky shall be responsible for any damage it may cause to the Easement Area and the improvements thereupon. The City of Sandusky shall be responsible for such damage and shall promptly make all needed repairs, restoring the Easement Area and the improvements thereupon, to its condition prior to the damage.

6. **Enforcement of Agreement.** Each Party shall have the right to legally enforce this Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

7. **Amendments.** The Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the MetroParks and the City of Sandusky.

8. **Successors.** All of the easements, rights, terms, covenants, conditions and obligations set forth in this Easement shall inure to the benefit of and be binding upon the City of Sandusky, the MetroParks, the MetroParks Property and the City Property, and each successive owner of the MetroParks Property and the City Property, and their respective personal representatives, heirs, successors, transferees and assigns.

9. **Insurance.** The City of Sandusky shall maintain proper levels of liability insurance by reason of the location, construction, installation, maintenance and operation of the recreational activities and other occupancy and use of the Easement Area, as described herein, and shall name the MetroParks as an additional insurance on said policies. Upon reasonable request, the City of Sandusky shall provide to the MetroParks written substantiation of the fact that such mandated insurance coverage is in full force and effect.

10. **Covenants Running With Land.** All licenses, easements, rights, covenants, conditions, and restrictions set forth in this Easement are appurtenances, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the MetroParks and the City of Sandusky and their respective heirs, representatives, successors and assigns unless and until the easements and all other rights hereunder shall have been unequivocally and permanently abandoned by the City of Sandusky, and shall not be personal benefits or burdens with respect to the MetroParks or the City of Sandusky.

11. **Termination.** If The City of Sandusky fails to: (a) maintain or keep the Easement Area or the improvements thereupon, in proper working condition; or (b) ceases use of the City Property for the stated conversation and public recreational purposes, the easement rights afforded to the City of Sandusky pursuant to this Agreement shall terminate

12. **Severability.** If any provisions or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Trail and Access Easement shall remain valid and binding.

13. **Governing Law.** This Easement shall be governed by and construed under the policies and ordinances of the City of Sandusky and the laws of the State of Ohio.

**[SIGNATURE PROVISIONS ON SUBSEQUENT PAGE]**

**ERIE METROPARKS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF OHIO            )  
                                  ) :ss  
COUNTY OF ERIE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2020 before me, personally appeared Amy Bowman-Moore authorized representative of Erie Metroparks, the grantor in the aforesated Access Easement, and acknowledged said instrument to be his/her free and voluntary act and deed and the act of Erie Metroparks.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires \_\_\_\_\_

**THE CITY OF SANDUSKY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF OHIO            )  
  ) :ss  
COUNTY OF ERIE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me, personally appeared Eric Wobser authorized representative of The City of Sandusky, the grantee in the aforestated Access Easement, and acknowledged said instrument to be his/her free and voluntary act and deed and the act of The City of Sandusky.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

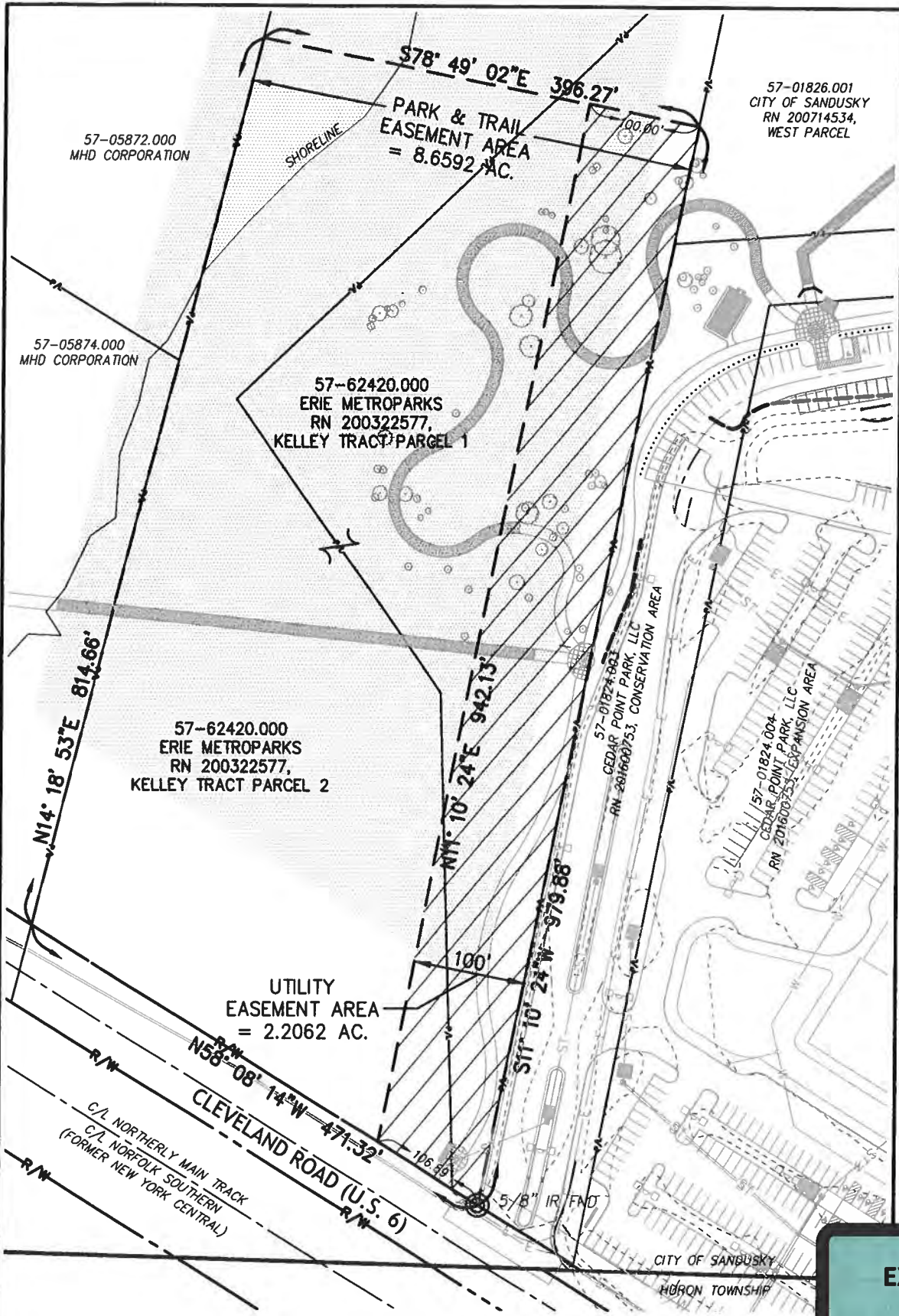
\_\_\_\_\_  
Notary Public



My Appointment Expires \_\_\_\_\_

Approved as to form and Correctness:

\_\_\_\_\_  
Trevor M. Hayberger  
Law Director, City of Sandusky

Instrument prepared by:  
Trevor M. Hayberger  
Law Director City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870  
419-627-5852



-  PARK & TRAIL EASEMENT AREA
-  UTILITY EASEMENT AREA

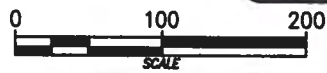


EXHIBIT  
"A"

<p><b>CITY OF SANDUSKY – LANDING PARK</b>  <b>ERIE METROPARKS EASEMENT</b>          SITUATED IN THE CITY OF SANDUSKY,          COUNTY OF ERIE, STATE OF OHIO</p>	<p>PROJ. NO.: 16-0259-050          DRAWN: AT          CHECK: RW          DATE: 03-15-2019          REV:</p>		 <p><b>Environmental DesignGroup</b>          ENVDESIGNGROUP.COM</p>
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March 17, 2019

THE CANOPY WALK PARK & TRAIL EASEMENT DESCRIPTION  
TO THE CITY OF SANDUSKY  
8.6592 ACRE EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Erie Metroparks by deed in RN 200322577, Kelly Tract Parcels 1 and 2 of Erie County Records, said easement being more fully described as follows:

Beginning at a 5/8-inch iron pin found at a southwesterly corner of the lands conveyed to Cedar Point Park, LLC by deed in RN 201600753, Conservation Area, on a northerly line of Cleveland Road (U.S. 6) (R/W Varies) and at a southeasterly corner of said Erie Metroparks lands, said iron pin found being the TRUE PLACE OF BEGINNING for the easement area herein described;

**COURSE NO. 1:** Thence **North 58°-08'-14" West, 471.32 feet** along the southerly line of said Erie Metroparks lands and along the northerly line of said Cleveland Road to a point at the southwesterly corner of said Erie Metroparks lands;

**COURSE NO. 2:** Thence **North 14°-18'-53" East, 814.66 feet** along the westerly line of said Erie Metroparks lands to a point;

**COURSE NO. 3:** Thence **South 78°-49'-02" East, 396.27 feet** to a point on the easterly line of said Erie Metroparks lands and on the westerly line of the lands conveyed to the City of Sandusky by deed in RN 200714534, West Parcel;

**COURSE NO. 4:** Thence **South 11°-10'-24" West, 979.88 feet** along the easterly line of said Erie Metroparks lands, along the westerly line of said City of Sandusky lands and along the westerly line of said Cedar Point Park, LLC lands to the True Place of Beginning and containing **8.6592 acres** of land, more or less, as determined in February 2019 by Adam D. Treat, P.S. 8058 for **Environmental Design Group** under project number 16-00259-050 and being subject to all legal highways, easements and restrictions of record.



March 17, 2019

THE CANOPY WALK PARK & TRAIL EASEMENT DESCRIPTION  
TO THE CITY OF SANDUSKY  
8.6592 ACRE EASEMENT

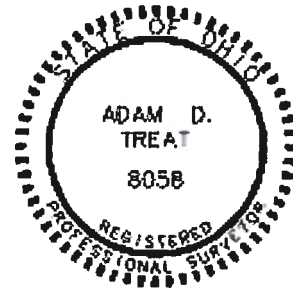
This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project. All pins set are 5/8-inch diameter by 30 inches long rebar with an identification cap stamped "Environ. Design Group, Akron, Ohio".

This described easement is 8.6592 acres within Erie County Auditor Parcel Number 57-62420.000.

A handwritten signature in black ink that reads "Adam D. Treat".

ADAM D. TREAT, P.S.

Ohio Registered Professional Surveyor No. 8058







March 17, 2019

THE POINT EASEMENT DESCRIPTION  
TO THE CITY OF SANDUSKY  
2.8720 ACRE EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Erie Metroparks by deed in RN 200322577, Kelly Tract Parcel 2 of Erie County Records, said easement being more fully described as follows:

Beginning at a 5/8-inch iron pin found at a northeasterly corner of the lands conveyed to Cedar Point Park, LLC by deed in RN 201506962, at a northwesterly corner of the lands conveyed to the City of Sandusky by deed in RN 200714534, East Parcel, and on the southerly line of said Erie Metroparks lands, said iron pin found being the TRUE PLACE OF BEGINNING for the easement area herein described;

**COURSE NO. 1:** Thence **North 67°-50'-36" West, 331.24 feet** along the southerly line of said Erie Metroparks lands to a point;

**COURSE NO. 2:** Thence **North 04°-14'-02" West, 110.29 feet** to a point;

**COURSE NO. 3:** Thence **North 85°-49'-18" East, 522.17 feet** to a point;

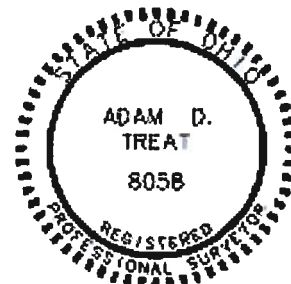
**COURSE NO. 4:** Thence **South 04°-14'-02" East, 368.88 feet** to a point on the southerly line of said Erie Metroparks lands;

**COURSE NO. 5:** Thence **North 67°-50'-36" West, 251.68 feet** to the True Place of Beginning and containing **2.8720 acres** of land, more or less, as determined in February 2019 by Adam D. Treat, P.S. 8058 for **Environmental Design Group** under project number 16-00259-050 and being subject to all legal highways, easements and restrictions of record.

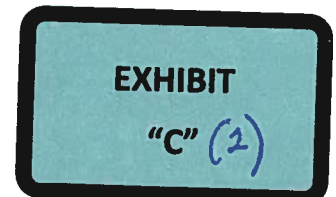
This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project. All pins set are 5/8-inch diameter by 30 inches long rebar with an identification cap stamped "Environ. Design Group, Akron, Ohio". This described easement is 2.8720 acres within Erie County Auditor Parcel Number 57-62420.000.

ADAM D. TREAT, P.S.

Ohio Registered Professional Surveyor No. 8058

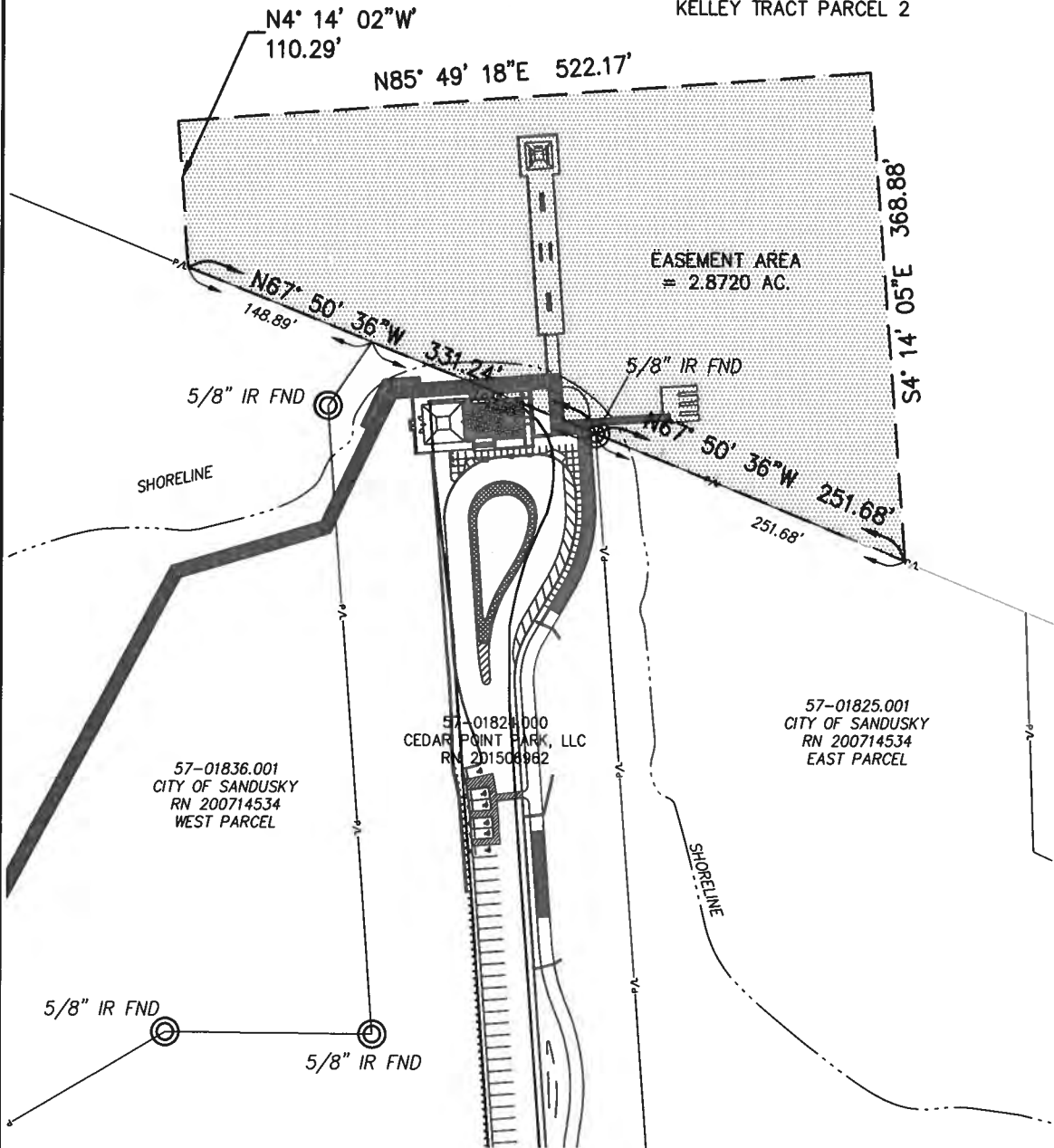


*The community impact people.*



SANDUSKY BAY

57-62420.000  
ERIE METROPARKS  
RN 200322577  
KELLEY TRACT PARCEL 2



 EASEMENT AREA



CITY OF SANDUSKY – LANDING PARK  
ERIE METROPARKS EASEMENT  
SITUATED IN THE CITY OF SANDUSKY,  
COUNTY OF ERIE, STATE OF OHIO

PROJ. NO.: 16-0259-050  
DRAWN: AT  
CHECK: RW  
DATE: 03-15-2019  
REV:



 **Environmental  
Design Group**  
ENVDESIGNGROUP.COM