

ORDINANCE NO. 20-180

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO GRANT EASEMENTS TO HUNTLEY BUILDING, LLC, AND COOKE BUILDING, LLC ON CITY PROPERTY CURRENTLY UTILIZED AS PUBLIC PARKING OFF EAST WATER STREET, SANDUSKY, FOR A SEWER LINE AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Huntley Building, LLC, is the owner of property located at 133 East Market Street and Cooke Building, LLC, is the owner of property located at 4-6 Columbus Avenue, and have requested easements for a sewer line on City property currently utilized as public parking off East Water Street; and

WHEREAS, the proposed Perpetual Easement, a copy of which is attached and marked Exhibit "A", grants Huntley Building, LLC, and Cooke Building, LLC permission to construct, lay, maintain, repair, or inspect sewer lines on City property, more specifically described in Exhibit "B", and attached to the Perpetual Easement; and

WHEREAS, approval is being requested in companion legislation to grant two (2) easements to Huntley Building, LLC, for use of adjoining City property currently being utilized as public parking south of East Water Street for dumpster enclosures, a stair, walkway and entrance; 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 agreements to be immediately executed and recorded prior to any construction on the property; 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 execute the easement agreement on behalf of the City to Huntley Building, LLC, and Cooke Building, LLC, for the purpose of constructing, laying, maintaining, repairing, or inspecting sewer lines, substantially in the same forms as attached to this Ordinance, marked Exhibits "A" and "B" and are 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. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: November 23, 2020

PERPETUAL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That, the City of Sandusky, herein referred to as the Grantors, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, for and in consideration of the sum of one dollar(s) (\$1.00) and other good and valuable consideration paid by the **HUNTLEY BUILDING, LLC** and **COOKE BUILDING, LLC** limited liability companies under the laws of Ohio, the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual alienable Easement to have access to construct, lay, maintain, repair, or inspect sewer lines, at any time or times hereafter, for the area in Exhibit A, including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded in Deed Volume 434, page 890.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. Upon notice from Grantor of its intention to redevelop Parcel No. 56-64022.000, Grantee agrees to enter into negotiations to move the sewer lines at Grantee's cost. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors and signatories hereto, hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same;

that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, _____, the Grantor, has executed this Perpetual Easement this _____ day of _____, 2020.

Eric L. Wobser, City Manager

STATE OF OHIO }
 }
 } ss:
COUNTY OF ERIE }

Before me a Notary Public in and for said County, personally appeared the above named, proper signatory for the Grantor, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2020.

Notary Public

THIS INSTRUMENT PREPARED BY:

Brendan L. Heil
City of Sandusky Law Director
240 Columbus Avenue
(419) 627-5852