

ORDINANCE NO. 2026-14

Introduced by: Joe Dike

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES, GRANTING A PERPETUAL EASEMENT FOR CONSTRUCTION AND MAINTENANCE ON A 1.12 ACRE PORTION OF REAL PROPERTY OWNED BY THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES (KNOWN AS ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 42-61270.000); AND DECLARING AN EMERGENCY

WHEREAS, the State is the owner in fee simple of a certain parcel of real property located in the State of Ohio, County of Erie, and City of Huron, and known as Erie County Permanent Parcel No. 42-61270.000 as further described in Exhibit A attached to the Easement Agreement and incorporated herein by reference (the "State Parcel");

WHEREAS, Huron is the owner in fee simple of a certain parcel of real property adjacent and contiguous to the State Parcel, and located in the State of Ohio, County of Erie, and City of Huron, and known as Erie County Permanent Parcel No. 42-61270.001, as further described in Exhibit B attached to the Easement Agreement and incorporated herein by reference (the "Huron Parcel," and with the Huron Parcel and the State Parcel each being a "Parcel" and together, the "Parcels");

WHEREAS, Huron desires to share a 1.12 acre access area with the State, which access area is located on the State Parcel (the "Easement Area") (as shown on Exhibit C) attached to the Easement Agreement and incorporated herein by reference and as further outlined herein), for installing, supplying and maintaining, repairing, and replacing public and private utilities to the Huron Parcel, and for pedestrian and vehicular ingress and egress to/from the Huron Parcel, which are necessary to permit Huron and future occupants of the Huron Parcel to receive public and private utilities on the Huron Parcel and to access Cleveland Road, a public right of way;

WHEREAS, the State is amenable to granting a perpetual, non-exclusive easement for such joint access over the Easement Area subject to the terms stated herein, and the State also reserves the right to use the Easement Area for ingress and egress purposes;

WHEREAS, the parties seek to establish a joint access easement on the Easement Area pursuant to the terms and conditions set forth in the Easement Agreement attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That this Council hereby approves the Easement Agreement substantially pursuant to the terms and conditions contained in same, a copy of which is on file in the office of the Clerk of Council and attached to this Ordinance as Exhibit "1."

SECTION 2. That, if any section, phrase, sentence or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a 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 hereof.

SECTION 4. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council

and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including ORC Sec. 121.22.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and general welfare of the citizens of Huron and for the further reason that it is necessary to enhance the economic development of the City by allowing work to commence without delay; **wherefore**, this Ordinance shall be in full force and effect from and immediately after its adoption.



Monty Tapp, Mayor

ATTEST:



Clerk of Council

ADOPTED:

23 JUN 2026



EASEMENT AGREEMENT

GRANTING EASEMENT FOR CONSTRUCTION AND MAINTENANCE

CITY OF HURON

Facility: HURON RIVER ACCESS – Project #: WLA25-037 – JOINT ACCESS EASEMENT

This EASEMENT AGREEMENT (this “Agreement”), entered into by and between the State of Ohio, Department of Natural Resources (which with its successors and assigns is referred to as the “State”) and the City of Huron, an Ohio chartered municipality (which with its successors and assigns is referred to as “Huron”, and with the State and Huron each being an “Owner” and together, the “Owners”), is to EVIDENCE THAT:

WHEREAS, the State is the owner in fee simple of a certain parcel of real property located in the State of Ohio, County of Erie, and City of Huron, and known as Erie County Permanent Parcel No. 42-61270.000 as further described in Exhibit A attached hereto and incorporated herein by reference (the “State Parcel”);

WHEREAS, Huron is the owner in fee simple of a certain parcel of real property adjacent and contiguous to the State Parcel, and located in the State of Ohio, County of Erie, and City of Huron, and known as Erie County Permanent Parcel No. 42-61270.001, as further described in Exhibit B attached hereto and incorporated herein by reference (the “Huron Parcel,” and with the Huron Parcel and the State Parcel each being a “Parcel” and together, the “Parcels”);

WHEREAS, Huron desires to share a 1.12 acre access area with the State, which access area is located on the State Parcel (the “Easement Area”) (as shown on Exhibit C) attached hereto and incorporated herein by reference and as further outlined herein), for installing, supplying and maintaining, repairing, and replacing public and private utilities to the Huron Parcel, and for pedestrian and vehicular ingress and egress to/from the Huron Parcel, which are necessary to permit Huron and future occupants of the Huron Parcel to receive public and private utilities on the Huron Parcel and to access Cleveland Road, a public right of way;

WHEREAS the State is amenable to granting a perpetual, non-exclusive easement for such joint access over the Easement Area subject to the terms stated herein, and the State also reserves the right to use the Easement Area for ingress and egress purposes;

WHEREAS the Owners seek to establish a joint access easement on the Easement Area pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. **Joint Access Easement – Easement Area.**

a. The State, as the owner of the State Parcel, hereby grants a perpetual, non-exclusive joint access easement on the Easement Area for the benefit and use of Huron and their respective agents, successors, assigns, tenants, guests, invitees, and other occupants (the “Permittees”), for pedestrian and vehicular ingress and egress purposes, for the excavation, construction, and development of the Huron Parcel, and for the installation, supply and maintenance, repair and replacement of public and private utilities over, across, under, through and upon the Easement Area (the “Access Easement”). This Access Easement shall include a temporary construction easement adjoining the Easement Area for the purpose of enabling the installation of public and private utilities contemplated by this Access Easement, and to later, without restriction or limitation, alter, maintain, repair, remove, inspect, operate, replace or relocate said public and private utilities within the Easement Area, and to conduct all activities incident thereto, together with the right of reasonable ingress and egress over the immediately adjacent lands of the State, for the purpose of use of said Access Easement. The temporary construction easement shall extend along the Easement Area and be eighty (80) feet in width, which width will extend perpendicular to, and forty (40) feet on either side of, the centerline of the roadway through the Easement Area. Save and excepting emergency situations that require Huron to immediately access the Easement Area, Huron shall provide the State with no less than fourteen (14) days prior notice of its intent to use the temporary construction easement (Huron shall modify any dates for access that conflict with previously scheduled events on the State Parcel) and after such use will substantially restore the temporary construction easement to its condition prior to such use. *For avoidance of doubt, it is the intention of the parties that the Easement Area will be used only for installing, supplying and maintaining, repairing, and replacing public and private utilities, for the excavation, construction, and development of the Huron Parcel, and for pedestrian and vehicular ingress and egress to/from the Huron Parcel, with the State reserving the contemporaneous right to ingress and egress over the entire Easement Area to and from the State Parcel.* The Access Easement shall be for purposes of vehicular and pedestrian ingress and egress to and from the Huron Parcel to the public right of way twenty-four hours per day, seven days per week, for the excavation, construction and development of the Huron Parcel, and for the installation, supply, and maintenance, repair and replacement of public and private utilities to the Huron Parcel. The Owners of the Parcels shall be prohibited from installing any curbing, fencing or other surface barriers or surface obstructions (other than standard utility pedestals, if any) on their respective Parcels or within the Access Easement that will in any way interfere, impair, or impede the use of the Access Easement. Save and excepting during periods of construction, for which Huron shall use its best efforts to minimize disruption and inconvenience to the State Parcel, and the Owners shall not permit the parking of vehicles or the placement of other obstructions within the Access Easement so as to impede traffic flow over and across the Easement Area and shall each monitor same.

b. Except as otherwise provided herein, the Owners of the Parcels shall not extend or materially modify the Access Easement except upon the written approval of both Owners. Except as otherwise provided herein, no such extension or material modification may be made that impairs or impedes the Access Easement over the Easement Area. Any approved extension or material modification shall become part of the existing Access Easement and be subject to the terms hereof.

2. Maintenance of the Easement Area.

Notwithstanding any contrary provision of this Agreement, at all times during the term of this Agreement, Huron shall be responsible for the ordinary and routine maintenance, repair, and replacement of the Easement Area at all times at its own cost and expense, consistent with the character and quality of the improvements constructed thereon including construction-related damage occasioned by Huron and/or its Permittees, save and excepting any damage to the Access Easement as a result of acts or omissions by the State and/or its Permittees beyond ordinary and routine wear and tear, or intentional damage by the State and/or its Permittees, the cost of which shall be borne by the State in accordance with applicable law.

If maintenance, repairs or replacement to the Easement Area by Huron is necessary, all necessary entries on the Easement Area shall not be deemed a trespass so long as the repairs and replacement work shall be done in a reasonable and workmanlike manner, and, save and excepting emergency situations that require Huron to immediately access the Easement Area, Huron shall provide the State with no less than fourteen (14) days prior notice of its intent to enter the State Parcel at reasonable times to make any necessary repairs to and replacements of the Easement Area (Huron shall modify any dates for access that conflict with previously scheduled events on the State Parcel). Huron is licensed by the State to enter upon the State Parcel to make repairs or perform maintenance on the Easement Area that may be required of Huron consistent with this Agreement. Should Huron be required to perform maintenance, repairs and/or replacements to the Easement Area, Huron shall give notice to the State no less than forty-eight (48) hours in advance of the Huron's access for maintenance, repairs and/or replacements to the Easement Area, and shall only enter the State Parcel for such maintenance, repairs and/or replacement at reasonable times, except in an emergency.

3. Insurance and Indemnity.

a. At all times during the term of this Agreement, Huron shall maintain, or cause to be maintained in full force and effect, a commercial general liability insurance policy or self-insurance, which includes both general liability and property damage coverage for its respective parcel and consequential damages arising therefrom.

b. All insurance policies required to be carried by Huron, covering its respective parcel, shall, to the extent permitted by law, expressly waive any right of subrogation or similar right on the part of the insurer against the State. Huron agrees that their policies or self-insurance will include such waiver clause or endorsement. Notwithstanding the above, Huron hereby agrees and acknowledges that the waiver herein contained shall expressly extend to and include any uninsured loss paid by the insured in the form of a deductible or self-funded retention cost.

c. The State is self-insured for loss payments. Pursuant to Ohio Revised Code 2743.02(D), all applicable insurance or other means of recovery shall apply to any claim arising from Huron's activities relating to this Agreement on a primary basis. The insurance or self-insurance maintained by the State shall not contribute to claims made due to Huron's negligence, errors, or omissions. No demands shall be made against the State of Ohio, except where there is

negligence on the part of the State, and any such demands shall be reduced by all collateral recovery sources available to or received by the claimant.

d. Each party to this Agreement being a governmental entity in the state of Ohio, it is specifically understood and agreed that neither party indemnifies the other. Nothing in this Agreement shall be construed to be a waiver of the sovereign or statutory immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall State be liable for indirect, consequential, incidental, special, liquidated, or punitive damages or lost profits that may arise under this Agreement.

4. **Extent of Liability.** The easements, covenants and restrictions in this Agreement shall continue in perpetuity to be benefits and servitudes upon the Parcels and shall run with the lands of each of the Owners and title thereto. Nothing contained in this paragraph shall limit or affect any right that any Owner might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth.

5. **Heirs, Executors, Successors and Assigns.** This Agreement shall be binding upon Owners, all future owners of the Parcels, and all of their respective heirs, executors, administrators, successors, and assigns, as the case may be. The terms and conditions set forth in this Agreement, shall benefit and burden the Parcels in perpetuity, **running with the land** and the estates thereof. Each transferee of a Parcel, or any part thereof, shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues with respect to the Parcel so conveyed.

6. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODNR is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

7. **Amendment.** This Agreement constitutes the entire agreement between the Owners and no oral or implied representation or understanding shall vary its terms. This Agreement may be modified only in writing executed and delivered by all the parties, or the successors or assigns of the Owners.

8. **Public Dedication.** While the roadway containing the Easement Area is intended to be dedicated to public use, it is the Owners' intention that this Agreement be for the benefit of each Owner, and their Permittees that includes members of the general public, and that nothing herein, express or implied, shall confer upon any other person any rights or remedies under or by reason of this Agreement except as otherwise provided herein.

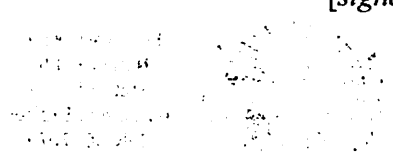
9. **Injunctive Relief.** In addition to the other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, the Owners acknowledge and agree that the Owners shall each be entitled to seek equitable relief to enjoin and/or compel the other from any

breach or threatened breach of any covenant, agreement, term, provision, or condition hereof, for which no bond or other security shall be required except as required by applicable law .

10. Appropriation. Obligations of ODNR under this Agreement are subject to the provisions of Section 126.07 of the Ohio Revised Code.

11. Severability. If any provision of this Agreement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law. The provisions of this Agreement are severable, and if any provision should, for any reason, be held invalid or unenforceable in any respect, it will not invalidate, render unenforceable, or otherwise affect any other provision, and such invalid or unenforceable provision will be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

[signature pages follow]



IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the dates set forth below.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this 24th day of June, 2026.

CITY OF HURON




BY: _____
Stuart Hamilton, City Manager

STATE OF OHIO, COUNTY OF ~~SCIOTO~~ ^{ERIE}, ss.:

On this 24th day of June, 2026 personally appeared before me a Notary public in and for said County, Stuart Hamilton, City Manager, on behalf of City of Huron, who has read the foregoing Easement Agreement and having been duly authorized and empowered to execute same, did affix her signature hereto as her free act and deed and the free act and deed of Grantor.

Witness my hand and official seal this 24th day of June, 2026.




Notary Public

My Commission Expires:



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Approved as to form:



Todd A. Schrader, Esq, Law Director, City of Huron

Date: 06/24/2026

(Signatures continue on the following page)

IN WITNESS WHEREOF, the Grantee has hereunto set its signature this _____ day of _____, 2026.

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES:

BY: _____
Kendra S. Wecker, Chief
Division of Wildlife
Designee for Mary Mertz, Director
Ohio Department of Natural Resources

STATE OF OHIO,
COUNTY OF FRANKLIN ss.:

On this _____ day of _____, 2026 personally appeared before me a Notary public in and for said County, Kendra S. Wecker, Chief, Division of Wildlife, designee for Mary Mertz, Director of the State of Ohio Department of Natural Resources, who has read the foregoing Easement Agreement and having been duly authorized and empowered to execute same, did affix his signature hereto as his free act and deed and the free act and deed of Grantee. Witness my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires:

APPROVED AND PREPARED BY:
DAVE YOST
OHIO ATTORNEY GENERAL

By: _____

Title: _____

Printed Name: _____

Date: _____

Exhibit A



POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

MONDAY, AUGUST 17, 2020
LEGAL DESCRIPTION OF
0.2577 ACRE PARCEL
(ODNR)

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH $15^{\circ} 39' 53''$ EAST, 85.84 FEET TO A $\frac{3}{4}$ INCH IRON PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND DESCRIBED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 547, PAGE 371 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-90077.000;

COURSE 1 THENCE NORTH $14^{\circ} 36' 12''$ EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, PASSING THROUGH A $\frac{5}{8}$ INCH IRON PIN FOUND AT 44.71 FEET, A TOTAL DISTANCE OF 306.85 FEET TO A $\frac{1}{2}$ INCH IRON PIN FOUND (I.D. CAP "HARTUNG") AT AN ANGLE POINT THEREIN;

COURSE 2 THENCE NORTH $55^{\circ} 17' 48''$ WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A $\frac{5}{8}$ INCH IRON PIN FOUND (I.D. CAP "PDG") AT AN ANGLE POINT THEREIN;

COURSE 3 THENCE NORTH $21^{\circ} 16' 18''$ WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET:

COURSE 4 THENCE NORTH $55^{\circ} 18' 18''$ WEST, 22.03 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 5 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF $24^{\circ} 39' 24''$ AND A 183.62 FEET CHORD THAT BEARS NORTH $67^{\circ} 38' 00''$ WEST TO A PIN SET AT THE POINT OF TANGENCY;

COURSE 6 THENCE SOUTH $25^{\circ} 36' 40''$ WEST, 5.72 FEET TO AN IRON PIN SET:

COURSE 7 THENCE SOUTH $86^{\circ} 28' 53''$ WEST, 241.81 FEET TO AN IRON PIN SET:

COURSE 8 THENCE NORTH $80^{\circ}29'48''$ WEST, 69.39 FEET TO AN IRON PIN SET AT AN POINT OF CURVATURE;

COURSE 9 THENCE 143.45 FEET, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF $35^{\circ}44'10''$ AND AN 141.14 FEET CHORD THAT BEARS NORTH $62^{\circ}37'43''$ WEST TO A POINT OF TANGENCY;

COURSE 10 THENCE NORTH $44^{\circ}45'38''$ WEST, 50.59 FEET TO AN IRON PIN SET;

COURSE 11 THENCE SOUTH $85^{\circ}22'44''$ WEST, 57.66 FEET TO THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER;

COURSE 12 THENCE SOUTH $4^{\circ}39'08''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 183.26 FEET TO A POINT;

COURSE 13 THENCE SOUTH $18^{\circ}22'50''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 68.00 FEET TO A POINT;

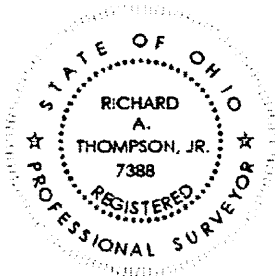
COURSE 14 THENCE SOUTH $8^{\circ}27'55''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER 259.00 FEET TO AN IRON PIN SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST;

COURSE 15 THENCE SOUTH $82^{\circ}33'48''$ EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, 51.99 FEET TO AN IRON PIN SET AT AN ANGLE POINT THEREIN;

COURSE 16 THENCE SOUTH $82^{\circ}33'48''$ EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, 448.01 FEET TO AN IRON PIN SET;

COURSE 17 THENCE NORTH $25^{\circ}54'48''$ WEST, ALONG THE RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, 3.58 FEET TO A $\frac{1}{2}$ INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 18 THENCE SOUTH $82^{\circ}33'48''$ EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, 253.12 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 8.2577 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN AUGUST, 2020 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE $\frac{5}{8}$ INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388".



Richard A. Thompson Jr.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 - 08/17/20
S:\2017 PROJECTS\17226- LIBERTY DEVELOPMENT - 10 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\LEGAL DESCRIPTIONS\LEGAL DESCRIPTION ODNR PARCEL.DOC

Exhibit B



POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

MONDAY, AUGUST 17, 2020
LEGAL DESCRIPTION OF
11.2926 ACRE PARCEL
(CITY OF HURON)

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH 15°39'53" EAST, 88.84 FEET TO A 3/4 INCH IRON PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND DESCRIBED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 547, PAGE 371 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-90077.000;

THENCE NORTH 14°36'12" EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, PASSING THROUGH A 5/8 INCH IRON PIN FOUND AT 44.71 FEET, A TOTAL DISTANCE OF 306.85 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG") AT AN ANGLE POINT THEREIN;

THENCE NORTH 55°17'48" WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A 5/8 INCH IRON PIN FOUND (I.D. CAP "FDG") AT AN ANGLE POINT THEREIN;

THENCE NORTH 21°16'18" WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING:

COURSE 1 THENCE NORTH 55°18'18" WEST, 22.03 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 2 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 24°39'24" AND A 183.62 FEET CHORD THAT BEARS NORTH 67°38'00" WEST TO A PIN SET AT THE POINT OF TANGENCY;

COURSE 3 THENCE SOUTH 25°36'40" WEST, 5.72 FEET TO AN IRON PIN SET:

COURSE 4 THENCE SOUTH 86°28'53" WEST, 241.81 FEET TO AN IRON PIN SET:

COURSE 5 THENCE NORTH 80°29'48" WEST, 69.39 FEET TO AN IRON PIN SET AT AN POINT OF CURVATURE:

Easement Agreement between
ODNR and CITY OF HURON
Legal Contract #2025-1547

COURSE 6 THENCE 143.45 FEET, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 35°44'10" AND AN 141.14 FEET CHORD THAT BEARS NORTH 62° 37'43" WEST TO A POINT OF TANGENCY;

COURSE 7 THENCE NORTH 44°45'36" WEST, 50.59 FEET TO AN IRON PIN SET;

COURSE 8 THENCE SOUTH 85°22'44" WEST, 57.66 FEET TO THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER;

COURSE 9 THENCE NORTH 4°39'06" WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 30.74 FEET TO A POINT;

COURSE 10 THENCE NORTH 11°19'32" EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 93.00 FEET TO A POINT;

COURSE 11 THENCE NORTH 0°34'49" EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 216.00 FEET TO A POINT;

COURSE 12 THENCE NORTH 4°14'40" EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 239.00 FEET TO A POINT;

COURSE 13 THENCE 25°28'22" WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 31.00 FEET TO THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE;

COURSE 14 THENCE NORTH 72°20'12" EAST, ALONG THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE, 487.00 FEET TO A POINT;

COURSE 15 THENCE SOUTH 21°16'18" EAST, ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 671.50 FEET TO A POINT;

COURSE 16 THENCE SOUTH 21°16'18" EAST, ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 160.57 FEET TO A TO ½ INCH IRON PIN FOUND (I.D. HARTUNG);

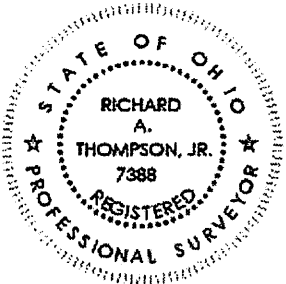
COURSE 17 THENCE NORTH 68°43'42" EAST, ALONG THE NORTHERLY EDGE OF AN EXISTING SHEET PILE, 66.00 FEET TO A TO ½ INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 18 THENCE SOUTH 21°16'18" EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 45.00 FEET TO A TO ½ INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 19 THENCE SOUTH 68°43'42" WEST, ALONG A NORTHERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 150.00 FEET TO AN IRON PIN SET;

COURSE 20 THENCE SOUTH 21°16'18" EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY 79.59 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 11.2926 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN AUGUST, 2020 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983

- NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG
REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388".



Richard A. Thompson Jr.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 - 08/17/20
S:\2017 PROJECTS\17228- LIBERTY DEVELOPMENT - 10 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\4-LEGAL
DESCRIPTIONS\LEGAL DESCRIPTION HURON PARCEL.DOC

Exhibit C



POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

THURSDAY, DECEMBER 12, 2024
LEGAL DESCRIPTION OF
1.5987 ACRES DEDICATED
ACCESS STREET

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

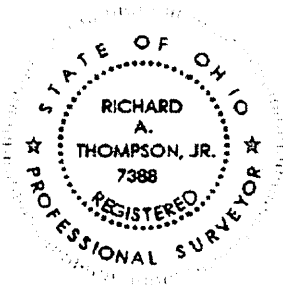
THENCE NORTH 15°39'53" EAST, 88.84 FEET TO A 3/4 INCH IRON PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND CONVEYED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 547, PAGE 371 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-90077.000, AND THE PRINCIPAL PLACE OF BEGINNING;

- COURSE 1 THENCE NORTH 82°33'48" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CLEVELAND ROAD EAST, 66.52 FEET TO AN IRON PIN SET;
- COURSE 2 THENCE NORTH 14°34'24" EAST, 85.39 FEET TO AN IRON PIN SET;
- COURSE 3 THENCE NORTH 28°04'08" EAST, 51.42 FEET TO AN IRON PIN SET;
- COURSE 4 THENCE NORTH 14°34'23" EAST, 23.15 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;
- COURSE 5 THENCE 207.33 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, A DELTA OF 69°52'42", AND A CHORD OF 194.72 FEET BEARING NORTH 20°21'57" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;
- COURSE 6 THENCE NORTH 55°18'18" WEST, 86.46 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;
- COURSE 7 THENCE 162.68 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, A DELTA OF 25°11'30", AND A CHORD OF 161.37 FEET BEARING NORTH 67°54'03" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;
- COURSE 8 THENCE NORTH 80°29'43" WEST, 302.55 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;

- COURSE 9 THENCE 143.45 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A DELTA OF 35°44'10", AND A CHORD OF 141.14 FEET BEARING NORTH 62°37'43" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;
- COURSE 10 THENCE NORTH 44°45'38" WEST, 50.59 FEET TO AN IRON PIN SET;
- COURSE 11 THENCE NORTH 85°22'44" EAST, 78.48 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;
- COURSE 12 THENCE 106.02 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, A DELTA OF 35°44'02", AND A CHORD OF 104.31 FEET BEARING SOUTH 62°37'47" EAST TO AN IRON PIN SET AT A POINT OF TANGENCY;
- COURSE 13 THENCE SOUTH 80°29'43" EAST, 302.55 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;
- COURSE 14 THENCE 189.04 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, A DELTA OF 25°11'19", AND A CHORD OF 187.52 FEET BEARING SOUTH 67°53'58" EAST TO AN IRON PIN SET AT A POINT OF TANGENCY;
- COURSE 15 THENCE SOUTH 55°18'18" EAST, 22.03 FEET TO AN IRON PIN SET IN A SOUTHWESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY;
- COURSE 16 THENCE SOUTH 21°16'18" EAST ALONG SAID SOUTHWESTERLY LINE OF NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO A 5/8 INCH IRON PIN (ID: PDG) FOUND AT AN ANGLEPOINT THEREOF;
- COURSE 17 THENCE SOUTH 55°17'48" EAST ALONG SAID SOUTHWESTERLY LINE OF NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A 1/2 INCH IRON PIN (ID: HARTUNG) FOUND AT AN ANGLEPOINT THEREOF;

COURSE 18 THENCE SOUTH 14°36'12" WEST ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 306.85 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 1.5987 ACRES OF LAND AS CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN DECEMBER, 2024 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388".

THE INTENT OF THIS LEGAL DESCRIPTION IS TO DESCRIBE 1.5987 ACRES TO BE DEDICATED AS "ACCESS STREET" (WIDTH VARIES), BEING 0.4795 ACRES OUT OF LAND CONVEYED TO THE CITY OF HURON (P.P.N. 42-61270.001) AND 1.1192 ACRES OUT OF LAND CONVEYED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES (P.P.N. 42-61270.000).



Richard A. Thompson, Jr.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 - 12/12/2024

S:\2017 PROJECTS\17228- LIBERTY DEVELOPMENT - 10 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\4-LEGAL DESCRIPTIONS\LEGAL DESCRIPTION ACCESS STREET DEDICATION.DOC

Easement Agreement between
 ODNR and CITY OF HURON
 Legal Contract #2025-1547

