

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Tara Grimm

FROM: Jon Giaquinto

DATE: 5/26/17

RE: SR 43 Traffic Improvement Project – Right of Way Purchase (Packet A)

Engineering is requesting council time to seek blanket approval to purchase all necessary temporary and permanent right of way from 23 owners within the project limits. All right of way must be cleared by December 2017. The project is anticipated to start construction in 2018.

Engineering is requesting payments to three owners of four parcels to construct the SR 43 Traffic Improvement Project. Attached to this memo is the property map for the project with the four parcels highlighted. The following is a list of the parcels and their respective values included in this request.

| <u>Property Owner</u>                         | <u>R/W Plan Number</u> | <u>Take Description</u> | <u>Amount</u> |
|---|------------------------|-------------------------|---------------|
| Mark S. Zwolinski and<br>Rosalie M. Zwolinski | 23-WD, 23-T            | Permanent & Temporary   | \$4,000*      |
| Karen Ann Mullenix and<br>Mark Gene Trimble   | 25-T                   | Temporary               | \$700         |
| Richard Hornick                               | 26-T                   | Temporary               | \$325         |

\*The fair market value estimate (FMVE) for this parcel is \$3,460. The owner has contested the value but has agreed to sign for \$4,000 which is \$540 more than the FMVE.

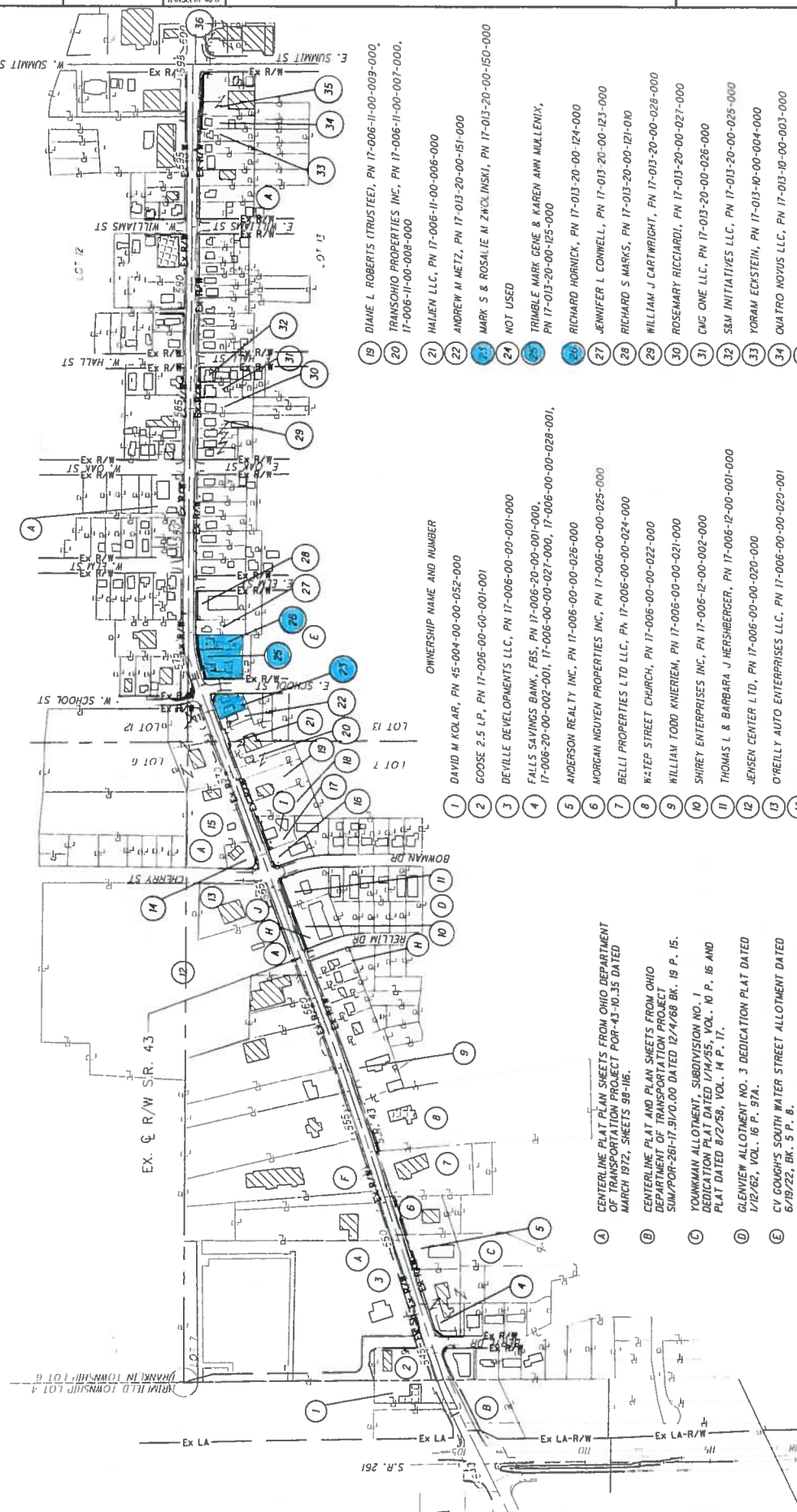
The above values were obtained according to the federal right-of-way acquisition process. This process is required for the city to use Federal Funds. The process includes an appraisal and separate review of the appraisal by appraisers pre-approved by the State DOT. The City will be reimbursed 80% by ODOT.

To date, 3 of 23 owners totaling 4 of 26 parcels required have agreed to compensation for the temporary/permanent right-of-way required to complete the project.

c: Melanie Baker, Service Director  
Jim Bowling, City Engineer  
Suzanne Sternock, HR Director  
Jim Silver, Law Director  
David Coffee, Budget and Finance Director  
Sandy Lance, Law Secretary

PART OF ORIGINAL BRIMFIELD TOWNSHIP LOT 4  
 PART OF ORIGINAL FRANKLIN TOWNSHIP  
 LOTS 6, 7, 12 AND 13, T3N, R9W  
 CITY OF KENT  
 COUNTY OF PORTAGE, STATE OF OHIO

LIST OF PAYMENTS  
 PACKET A  
 5-25-17



PROPERTY MAP

93442

POR-43-10-26

4 17  
 75 88

- 1 DAVID M KOLAR, PN 45-004-00-00-052-000
- 2 GOOSE 2.5 LP, PN 17-006-00-00-001-001
- 3 DEVILLE DEVELOPMENTS LLC, PN 17-006-00-00-001-000
- 4 FALLS SAVINGS BANK, FBS, PN 17-006-20-00-001-000, 17-006-20-00-002-001, 17-006-00-00-002-001, 17-006-00-00-028-001, 17-006-00-00-026-000
- 5 ANDERSON REALTY INC, PN 17-006-00-00-026-000
- 6 MORGAN NGUYEN PROPERTIES INC, PN 17-006-00-00-025-000
- 7 BELLI PROPERTIES LTD LLC, PN 17-006-00-00-024-000
- 8 W-STEP STREET CHURCH, PN 17-006-00-00-022-000
- 9 WILLIAM TODD KUIEREM, PN 17-006-00-00-021-000
- 10 SHREY ENTERPRISES INC, PN 17-006-12-00-002-000
- 11 THOMAS L & BARBARA J HERSBERGER, PN 17-006-12-00-001-000
- 12 JENSEN CENTER LTD, PN 17-006-00-00-020-000
- 13 O'REILLY AUTO ENTERPRISES LLC, PN 17-006-00-00-020-001
- 14 NEMER PROPERTIES LTD, 17-006-11-00-001-000
- 15 FAMILY DOLLAR STORES OF OHIO INC, PN 17-006-11-00-003-000
- 16 1341-1343 S WATER ST LLC, PN 17-006-11-00-013-000
- 17 SOUTHWATER PROPERTIES LLC, PN 17-006-11-00-012-003
- 18 LEONARDO CO LTD, PN 17-006-11-00-010-000
- 19 DIANE L ROBERTS (TRUSTEE), PN 17-006-11-00-009-000
- 20 TRANSOHIO PROPERTIES INC, PN 17-006-11-00-007-000, 17-006-11-00-008-000
- 21 HALJEN LLC, PN 17-006-11-00-006-000
- 22 ANDREW M METZ, PN 17-013-20-00-151-000
- 23 MARK S & ROSALIE M ZKOLINSKI, PN 17-013-20-00-150-000
- 24 NOT USED
- 25 TRIMBLE MARK GENE & KAREN ANN MULLENIX, PN 17-013-20-00-125-000
- 26 RICHARD HORWICK, PN 17-013-20-00-124-000
- 27 JENNIFER L CONWELL, PN 17-013-20-00-123-000
- 28 RICHARD S MARKS, PN 17-013-20-00-121-000
- 29 WILLIAM J CARTWRIGHT, PN 17-013-20-00-028-000
- 30 ROSEMARY RICCIARDI, PN 17-013-20-00-027-000
- 31 CNG ONE LLC, PN 17-013-20-00-026-000
- 32 SBM INITIATIVES LLC, PN 17-013-20-00-025-000
- 33 YORAM ECKSTEIN, PN 17-013-10-00-004-000
- 34 QUATRO NOVUS LLC, PN 17-013-10-00-003-000
- 35 KENT OHIO PROPERTIES, PN 17-013-10-00-001-000, 17-013-10-00-002-000
- 36 BMM PROPERTIES LLC, PN 17-024-10-00-003-000

OWNERSHIP NAME AND NUMBER

- A CENTERLINE PLAT PLAN SHEETS FROM OHIO DEPARTMENT OF TRANSPORTATION PROJECT POR-43-10-35 DATED MARCH 1972, SHEETS 98-106.
- B CENTERLINE PLAT AND PLAN SHEETS FROM OHIO DEPARTMENT OF TRANSPORTATION PROJECT SUM/POR-261-17.91/0.00 DATED 12/4/88 BK. 19 P. 15.
- C YOUNGMAN ALLOTMENT, SUBDIVISION NO. 1 DEDICATION PLAT DATED 1/14/55, VOL. 10 P. 16 AND PLAT DATED 8/2/58, VOL. 14 P. 17.
- D GLENVIEW ALLOTMENT NO. 3 DEDICATION PLAT DATED 1/2/62, VOL. 16 P. 57A.
- E CV GOUGH'S SOUTH WATER STREET ALLOTMENT DATED 6/19/22, BK. 5 P. 8.
- F DUSSEL ALLOTMENT DEDICATION PLAT DATED 5/1/41, VOL. 7 P. 1.
- G MILLER ALLOTMENT DATED 10/19/40 PLAT VOL. 6 P. 59.
- H GLENVILLE ALLOTMENT NO. 3 PLAT 2006-46.
- I S. WATER ST. DEDICATION PLAT DATED 5/7/2014 2014-26.

| REV. BY | DATE | DESCRIPTION |
|---------|------|-------------|
|         |      |             |
|         |      |             |
|         |      |             |
|         |      |             |





TRANSYSTEMS REAL ESTATE CONSULTING, INC.  
 39 WEST MCKINLEY WAY  
 POLAND, OHIO 44514  
 TELEPHONE: 330-726-5316  
 FAX: 330-757-7799  
 www.transystems.com

**RECEIVED**  
 MAY 24 2017  
 Dept. of Public Service

**LETTER OF TRANSMITTAL**

TO: City of Kent DATE: 5/23/2017  
930 Overholt Road  
Kent, Ohio 44240

PROJECT: POR-43-10.26

ATTN: Jon P. Giaquinto, PE, Senior Engineer SUBJECT: Acquisition- Signed Parcel

RE: Parcel 23-WD, T (Mark S. Zwolinski and Rosalie M. Zwolinski, Husband & Wife )

**WE ARE SENDING YOU**

ATTACHED  UNDER SEPARATE COVER

**THE FOLLOWING INFORMATION:**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> W-9 FORM (ORIGINAL) | <input type="checkbox"/> TEMPORARY EASEMENT (COPY)        | <input type="checkbox"/> OPERATING AGREEMENT                        |
| <input checked="" type="checkbox"/> CONTRACT (ORIGINAL) | <input type="checkbox"/> 2 LICENSE AGREEMENTS (ORIGINALS) | <input checked="" type="checkbox"/> ADMINISTRATIVE REVIEW VA (COPY) |
| <input type="checkbox"/> UTILITY EASEMENT               | <input type="checkbox"/> BILL OF SALE (ORIGINAL)          | <input checked="" type="checkbox"/> RE-46 OF THE TITLE (COPY)       |

**DISPOSITION:**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> FOR PAYMENT  | <input type="checkbox"/> FOR REVIEW AND COMMENT | <input type="checkbox"/> APPROVED AS NOTED |
| <input checked="" type="checkbox"/> FOR APPROVAL | <input type="checkbox"/> APPROVED OR SUBMITTED  | <input type="checkbox"/> OTHER: _____      |
| <input type="checkbox"/> AS REQUESTED            |   |  |

**COMMENTS:**

Enclosed please find a copy of the signed billing package for the above referenced parcel. Please proceed with having the original Contract counter signed by the City and send a copy for our file. Please proceed with processing a check payable to Mark S. Zwolinski and Rosalie M. Zwolinski in the amount of \$4,000.00 and send it to: TranSystems – 39 W. McKinley Way, Poland, Ohio 44514 – Attn: Jim Fisher, Project Manager-TREC. Upon receipt, we will proceed with the closing process.

COPY TO: FILE

SIGNED: *James M. Fisher*  
 JAMES M. FISHER, PROJECT MANAGER

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**  
WITHOUT BUILDING(S)

PARCEL(S): 23-WD, T  
POR-43-10.26

This Agreement is by and between the City of Kent, Portage County, Ohio ["Purchaser"] and Mark S. Zwolinski and Rosalie M. Zwolinski, Husband and Wife ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$4,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) na.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in

Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject

property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

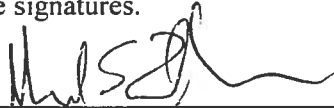
This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.



IN WITNESS WHEREOF, the parties hereto, namely the City of Kent, Portage County, Ohio and Mark S. Zwolinski and Rosalie M. Zwolinski, Husband and Wife, have executed this Agreement on the date(s) indicated immediately below their respective signatures.



Mark S. Zwolinski, Husband

Date: 20 May 2017



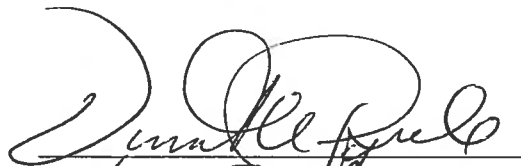
Rosalie M. Zwolinski, Wife

Date: 5/20/17

STATE OF OHIO, COUNTY OF Portage ss:

BE IT REMEMBERED, that on the 20<sup>th</sup> day of May, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mark S. Zwolinski and Rosalie M. Zwolinski who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



VINCENT A. ASPUTE  
NOTARY PUBLIC

My Commission expires: 8/2/20

THE CITY OF KENT, PORTAGE COUNTY, OHIO

\_\_\_\_\_  
James Bowling, P.E.  
Superintendent of Engineering / Deputy Service Director

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

STATE OF OHIO, COUNTY OF PORTAGE ss:

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named James Bowling, P.E., the Superintendent of Engineering and Deputy Service Director and duly authorized representative of the City of Kent, Portage County, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of the City of Kent, Portage County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 03/20/17

PID 93442

**PARCEL 23-WD  
POR-43-10.26  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF KENT, PORTAGE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Kent, County of Portage, State of Ohio, being part of Lot 1 in Franklin Township, part of Sublot 1 as shown on C. V. Gough's South Water Street Allotment as recorded in Volume 5 Page 8 of Portage County Plat Records, and being part of lands described in the deed to MARK S. AND ROSALIE M. ZWOLINSKI (Grantor) as recorded in Instrument 201406546 on file in the Portage County Recorder's office and laying on the right side of the existing centerline of right-of-way of State Route 43 as recorded as Plat \_\_\_\_\_ and as shown on the POR-43-10.26 right-of-way plans prepared by Arcadis U.S., Inc. for the City of Kent, Ohio, and more fully described as follows:

**Commencing** at a 1 inch diameter pin found in a monument box at the intersection of the centerline of right of way of State Route 43 and the centerline of right of way of Cherry Street as shown on said Plat and on said right-of-way plans being Station 565+45.34; said pin being South 89° 02' 36" East, a distance of 963.97 feet from a 1 inch pin found in a monument box found at intersection of the centerline of right of way of Cherry Street and the centerline of right of way of Franklin Avenue;

Thence North 20° 49' 49" West, along said centerline of right of way of said State Route 43 a distance of 782.71 feet being Station 573+28.06;

Thence North 69° 10' 11" East, leaving said centerline of right of way, a distance of 30.00 feet to the intersection of the existing easterly right of way line of said State Route 43 and the existing southerly right of way line of East School Street being the Grantor's northwesterly corner being 30.00 feet right of Station 573+28.06 being the **Point of Beginning**;

## EXHIBIT A

Page 2 of 3

LPA RX 851 WD

Rev. 06/09

1. Thence North  $89^{\circ} 31' 51''$  East, along said existing southerly right of way line of East School Street and along the Grantor's northerly line, a distance of 36.90 feet being 30.00 feet right of East School Street Station 1+80.04 where a capped rebar set;
2. Thence along the arc of a curve deflecting to the left non-tangent to the previous course, leaving said existing southerly right of way line and leaving the Grantor's northerly line and through the Grantor, a distance of 43.72 feet being 34.00 feet right of Station 572+93.93 where a capped rebar set; said curve having a radius of 22.70 feet, a central angle of  $110^{\circ} 21' 40''$ , and a chord length of 37.27 feet which bears South  $34^{\circ} 21' 01''$  West;
3. Thence South  $69^{\circ} 10' 11''$  West, continuing through the Grantor, a distance of 4.00 feet to the existing easterly right of way line of said State Route 43 and the Grantor's westerly line being 30.00 feet right of Station 572+93.93 where a capped rebar set;
4. Thence North  $20^{\circ} 49' 49''$  West, along said existing easterly right of way line and along the grantor's westerly line, a distance of 34.12 feet to the **Point of Beginning**.

The above described easement contains 0.009 acres (378 square feet, including 0.000 acres within the present road occupied), within Parcel Number 17-013-20-00-149-000 and subject to all legal highways and easements of record.

This description was prepared by Arcadis U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in September 2014 under the direction of Robert G. Hoy, Ohio Professional Surveyor No. 8142;

Bearings in this description are based on the Ohio State Plane Coordinate System, NAD83(2011), North Zone, Grid North;

Grantor claims title as recorded in Instrument 201406546 of Portage County Deed Records.

The stations referred are from the existing centerline of right-of-way of State Route 43 as shown on the POR-43-10.26 right-of-way plans unless noted otherwise.

**EXHIBIT A**

LPA RX 851 WD

Page 3 of 3

Rev. 06 09

Capped rebar set is a 5/8 inch diameter. 30 inches long rebar set with Ohio surveyor's identification cap.

*Robert G. Hoy*

3/20/17

Arcadis U.S., Inc.

Date

Robert G. Hoy, Ohio Professional Surveyor No. 8142



**EXHIBIT A**

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 03/20/17

PID 93442

**PARCEL 23-T  
POR-43-10.26  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
BORING PIT  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF KENT, PORTAGE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the City of Kent, County of Portage, State of Ohio, being part of Lot 1 in Franklin Township, being part of Lot 13 in Franklin Township, part of Sublot 1 as shown on C. V. Gough's South Water Street Allotment as recorded in Volume 5 Page 8 of Portage County Plat Records, and being part of lands described in the deed to MARK S. AND ROSALIE M. ZWOLINSKI (Grantor) as recorded in Instrument 201406546 on file in the Portage County Recorder's office and laying on the right side of the existing centerline of right-of-way of State Route 43 as recorded as Plat \_\_\_\_\_ and as shown on the POR-43-10.26 right-of-way plans prepared by Arcadis U.S., Inc. for the City of Kent, Ohio, and more fully described as follows:

**Beginning** on the proposed easterly right of way line of said State Route 43 at 34.00 feet right of Station 572+93.93;

1. Thence along the arc of a curve deflecting to the right, along said proposed easterly right of way line, a distance of 15.01 feet being 38.79 feet right of Station 573+07.88; said curve having a radius 22.70 feet, a central angle of 37° 53' 26", and a chord length of 14.74 feet which bears North 01° 53' 06" West;
2. Thence South 72° 58' 23" East, through the Grantor, a distance of 3.00 feet being 41.15 feet right of Station 573+06.03;
3. Thence along the arc of a curve deflecting to the left, continuing through the Grantor, a distance of 13.03 feet being 37.00 feet right of Station 572+93.93; said curve having a radius 19.70 feet, a central angle of 37° 53' 45", and a chord length of 12.79 feet which bears South 01° 52' 57" East;
4. Thence South 69° 10' 11" West, continuing through the Grantor, a distance of 3.00 feet to the **Point of Beginning**.

**EXHIBIT A**

LPA RX 887 T

Page 2 of 2

Rev. 07/09

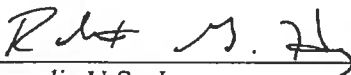
The above described easement contains 0.001 acres (42 square feet, including 0.000 acres within the present road occupied), within Parcel Number 17-013-20-00-149-000 and subject to all legal highways and easements of record.

This description was prepared by Arcadis U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in September 2014 under the direction of Robert G. Hoy, Ohio Professional Surveyor No. 8142;

Bearings in this description are based on the Ohio State Plane Coordinate System, NAD83(2011), North Zone, Grid North;

Grantor claims title as recorded in Instrument 201406546 of Portage County Deed Records.

The stations referred are from the existing centerline of right-of-way of State Route 43 as shown on the POR-43-10.26 right-of-way plans unless noted otherwise.

 3/20/17  
Arcadis U.S., Inc. Date  
Robert G. Hoy, Ohio Professional Surveyor No. 8142



## VALUE ANALYSIS (\$10,000 OR LESS)

**OWNER'S NAME**

Mark S. Zwolinski and  
Rosalie M. Zwolinski

**COUNTY** POR

**ROUTE** 43

**SECTION** 10.26

**PID #** 93442

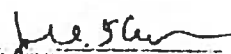
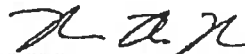

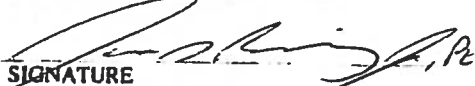
**STATE JOB #** 441022

Based on comparable sales, which are attached, the following values have been established. All temporary parcels are to be of 12 months in duration.

| Parcel #     | Net Take Area | Land  | Improvement(s)  | Remarks   | Total          |
|--------------|---------------|---|---|---|----------------|
| 23-WD        | 0.009 acres   | 0.009 acres commercial land @ \$300,000/ac = \$2,700  | 80 SF Concrete Paving @ \$7/SF less 25% depreciation = \$420; 50 SF Asphalt Paving @ \$5/SF less 25% depreciation = \$190, rounded; and 248 SF Lawn @ \$0.40/SF = \$100, rounded: Total = \$710 | All right, title, and interest in fee simple without limitation of existing access rights in the name and for the use of the City of Kent, Portage County, Ohio | \$3,410        |
| 23-T         | 0.001 acres   | 0.001 acres commercial land TCE @ \$300,000/ac X 10% R <sub>L</sub> for 12 months = \$50, rounded | None  | Temporary easement for the purpose of performing the work necessary to boring pit for 12 months from date of entry by the City of Kent, Portage County, Ohio    | \$50           |
| <b>Total</b> |               |   |   |   | <b>\$3,460</b> |

**Conflict of Interest Certification (49CFR 24.102(n) and OAC 5501:2-5-04(B)(3)(a))**

1. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
2. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this compensation recommendation.
3. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property valued, and no personal interest with respect to the parties involved.
4. In recommending the compensation for the property, I have disregarded any decrease or increase in the fair market value of the real property that occurred prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

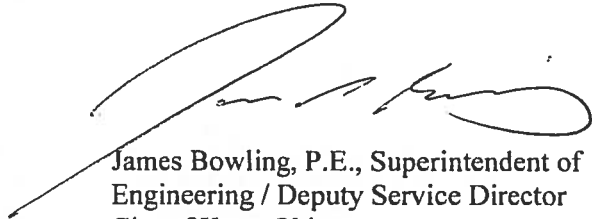
|   |   |  |   |
|---|---|--|---|
| <p><br/>                 SIGNATURE OF PERSON PREPARING ANALYSIS<br/>                 TYPED NAME: John D. D'Angelo, MAI</p> | <p>April 24, 2017<br/>                 DATE</p> | <p><br/>                 REVIEWER'S CONCURRENCE<br/>                 TYPED NAME: Bruce Bowman</p>                    | <p>5/4/2017<br/>                 DATE</p> |
| <p>NAME OF AGENCY (IF DIFFERENT FROM ODOT)<br/>                 City of Kent</p>  |   | <p><br/>                 AGENCY SIGNATURE ESTABLISHING FMVE<br/>                 TYPED NAME: James Bowling, P.E.</p> |   |
| <p>TITLE: Superintendent of Engineering / Deputy Service Director</p>   |   | <p>5/9/17<br/>                 DATE</p>  |   |
| <p><b>ADMINISTRATIVE SETTLEMENT:</b></p>  |   |  |   |
| <p><br/>                 SIGNATURE</p>   | <p>5/20/2017<br/>                 DATE</p>      | <p>F.M.V.E. AMOUNT _____ \$3,460.00</p>  |   |
| <p>TYPED NAME: James Bowling, P.E., Superintendent of Engineering / Deputy Service Director City of Kent, Ohio</p>  |   | <p>ADDITIONAL AMOUNT _____ \$540.00</p>  |   |
|   |   | <p>TOTAL SETTLEMENT _____ \$4,000.00</p>   |   |

(SEE REVERSE SIDE FOR ADDITIONAL DOCUMENTATION)



### **Administrative Review:**

The owners first submitted a counter offer of \$5,000, which was rejected by the negotiator on behalf of the City. The owners then submitted a lower and more reasonable counter offer of \$4,000, which was an increase of \$540 over City's offer of \$3,460. The owners contended the land value and the compensation for the disturbed site improvements used in City's Value Analysis report were low. The owners refused to lower the counter offer any further, but agreed to sign if the requested increase was approved. The requested increase was far less than the cost to continue negotiations or proceed to appropriation. The requested increase was approved on 5/20/17.



PE

James Bowling, P.E., Superintendent of  
Engineering / Deputy Service Director  
City of Kent, Ohio

TITLE REPORT



|        |              |
|--------|--------------|
| C/R/S  | POR-43-10.26 |
| PARCEL | 24-T         |
| PID    | 93422        |
| SJN    | 441022       |

**INSTRUCTION:**

- (1) R.C. 163.01 (C) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." The City of Kent expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgement creditors, etc.
- (2) The City of Kent procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (II)(J) of the Ohio Department of Transportation's Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

| Name & Address       | Marital Status (Spouse's Name) | Interest      |
|----------------------|--------------------------------|---------------|
| Mark S. Zwolinski    | Husband and                    | Fee Simple,   |
| Rosalie M. Zwolinski | Wife                           | Full Interest |

Parcel / Mailing Address: 3193 Hudson-Aurora Road  
 1205 S Water Street Hudson, OH 44236  
 Kent, OH 44240

Phone: Unlisted

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Current Deed: #201611471 (Attached)

Situated in the City of Kent, County of Portage, State of Ohio, known as being all of Lot No. 1 in the C.V. Gough's S Water Allotment, no acreage stated

PPN: 17-013-20-00-149-000

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

| Name & Address | Date Filed | Amount & Type of Lien |
|----------------|------------|-----------------------|
| None Found     |            |                       |

(3-B) **LEASES**

| Name & Address | Commercial/Residential | Term |
|----------------|------------------------|------|
| None Found     |                        |      |

(3-C) **EASEMENTS**

| Name & Address | Type |
|----------------|------|
| None Found     |      |

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

None Found

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Portage City: Kent School District: Kent CSD

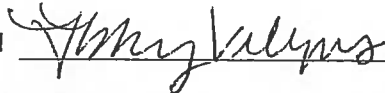
| AUD. PAR. NO(S)  | Land – 100%     | Building – 100% | Total – 100%    | Taxes per ½ year                         |
|------------------|-----------------|-----------------|-----------------|--|
| 17-013-20-00-149 | <u>\$32,500</u> | <u>\$44,600</u> | <u>\$77,100</u> | <u>\$901.18 1<sup>st</sup> ½ 16 Paid</u> |

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes:  No:   
Comments:

This Title Report covers the time period from 5/8/2014 to 3/9/2016. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 24-T and presently standing in the name of Mark S. Zwolinski and Rosalie M. Zwolinski as the same are entered upon the several public records of Portage County, Ohio.

Date & Time 3/9/2017 7:59 AM (am/pm)

Signed   
Print Name Abby Vilyus

**UPDATE TITLE BLOCK**

This Title Report covers the time period from \_\_\_\_\_ to \_\_\_\_\_. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) \_\_\_\_\_ and presently standing in the name of \_\_\_\_\_ as the same are entered upon the several public records of \_\_\_\_\_.

Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Comments from the agent who prepared the Title Update



TRANSYSTEMS REAL ESTATE CONSULTING, INC.  
 39 WEST MCKINLEY WAY  
 POLAND, OHIO 44514  
 TELEPHONE: 330-726-5316  
 FAX: 330-757-7799  
 www.transystems.com

**RECEIVED**  
 MAY 24 2017  
 Dept. of Public Service

**LETTER OF TRANSMITTAL**

TO: City of Kent DATE: 5/23/2017  
930 Overholt Road  
Kent, Ohio 44240

PROJECT: POR-43-10.26

ATTN: Jon P. Giaquinto, PE, Senior Engineer SUBJECT: Acquisition- Signed Parcel

RE: Parcel 25-T (Karen Ann Mullenix and Mark Gene Trimble)

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER

THE FOLLOWING INFORMATION:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> 2 W-9 FORMS (ORIGINALS) | <input checked="" type="checkbox"/> TEMPORARY EASEMENT (COPY)        | <input type="checkbox"/> OPERATING AGREEMENT                  |
| <input type="checkbox"/> CONTRACT (ORIGINAL)                | <input checked="" type="checkbox"/> 2 LICENSE AGREEMENTS (ORIGINALS) | <input checked="" type="checkbox"/> FRONT PAGE OF VA (COPY)   |
| <input type="checkbox"/> UTILITY EASEMENT                   | <input type="checkbox"/> BILL OF SALE (ORIGINAL)                     | <input checked="" type="checkbox"/> RE-46 OF THE TITLE (COPY) |

DISPOSITION:

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> FOR PAYMENT  | <input type="checkbox"/> FOR REVIEW AND COMMENT | <input type="checkbox"/> APPROVED AS NOTED |
| <input checked="" type="checkbox"/> FOR APPROVAL | <input type="checkbox"/> APPROVED OR SUBMITTED  | <input type="checkbox"/> OTHER: _____      |
| <input type="checkbox"/> AS REQUESTED            |   |  |

COMMENTS:

**Enclosed please find a copy of the signed billing package for the above referenced parcel. Please proceed with having the original License Agreement counter signed by the City and send one of the signed originals for our file. Please proceed with processing a check payable to Karen Ann Mullenix in the amount of \$350.00 and a check payable to Mark Gene Trimble in the amount of \$350.00 and send it to: TranSystems – 39 W. McKinley Way, Poland, Ohio 44514 – Attn: Jim Fisher, Project Manager-TREC. Upon receipt, we will proceed with the closing process.**

COPY TO: FILE

SIGNED: *James M. Fisher*  
 JAMES M. FISHER, PROJECT MANAGER

## TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Karen Ann Mullenix, Married, and Mark Gene Trimble, Married, the Grantor(s) herein, in consideration of the sum of \$700.00, to be paid by the City of Kent, Portage County, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 25-T

POR-43-10.26

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
Portage County Current Tax Parcel No. 17-013-20-00-125-000  
Prior Instrument Reference: #200425902, Portage County Recorder's Office.

To have and to hold said temporary easement, 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 herein 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 interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

And, for the consideration hereinabove written, David R. Mullenix, the spouse of Karen Ann Mullenix, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Karen Ann Mullenix, Married, and David R. Mullenix, Husband, have hereunto set their hands on the 18<sup>th</sup> day of MAY, 2017.

Karen Ann Mullenix  
Karen Ann Mullenix, Married

David R. Mullenix  
David R. Mullenix, Husband

STATE OF OHIO, COUNTY OF Portage ss:

BE IT REMEMBERED, that on the 18<sup>th</sup> day of MAY, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Karen Ann Mullenix and David R. Mullenix, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

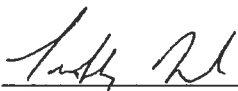
Vincent A Pasquar  
VINCENT A PASQUAR  
NOTARY PUBLIC  
My Commission expires: 8/2/20

This document was prepared by: The City of Kent, Portage County, Ohio

And, for the consideration hereinabove written, Libby Trimble, the spouse of Mark Gene Trimble, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Mark Gene Trimble, Married, and Libby Trimble, Wife, have hereunto set their hands on the 18<sup>th</sup> day of May, 2017.

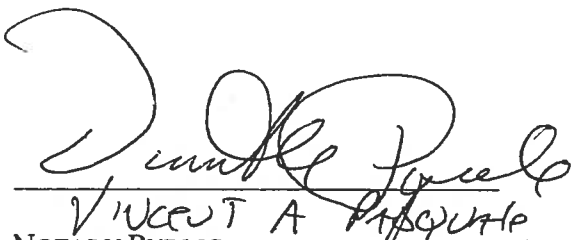
  
Mark Gene Trimble, Married

  
Libby Trimble, Wife

STATE OF OHIO, COUNTY OF Portage ss:

BE IT REMEMBERED, that on the 18<sup>th</sup> day of May, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mark Gene Trimble and Libby Trimble, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
VINCENT A. PROSSER  
NOTARY PUBLIC  
My Commission expires: 8/2/20

This document was prepared by: The City of Kent, Portage County, Ohio

**EXHIBIT A**

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 10/13/16

PID 93442

**PARCEL 25-T  
POR-43-10.26  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
REGRADE  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF KENT, PORTAGE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the City of Kent, County of Portage, State of Ohio, being part of Lot 13 in Franklin Township, and being part of lands described in the deed to KAREN ANN MULLENIX AND MARK GENE TRIMBLE (Grantor) as recorded in Instrument 200425902 on file in the Portage County Recorder's office and laying on the right side of the existing centerline of right-of-way of State Route 43 as recorded as Plat \_\_\_\_\_ and as shown on the POR-43-10.26 right-of-way plans prepared by Arcadis U.S., Inc. for the City of Kent, Ohio, and more fully described as follows:

**Beginning** on the existing easterly right of way line of said State Route 43 at 34.85 feet right of Station 575+30.05;

1. Thence North 90° 00' 00" East, along the Grantor's northerly line, a distance of 8.08 feet being 42.93 feet right of Station 575+30.03;
2. Thence along the arc of a curve deflecting to the left, through the Grantor, a distance of 113.45 feet being 38.00 feet right of Station 574+00.48; said curve having a radius 512.00 feet, a central angle of 12° 41' 45", and a chord length of 113.22 feet which bears South 14° 28' 57" East;
3. Thence South 20° 49' 49" East, continuing through the Grantor, a distance of 11.39 feet to the existing northerly right of way line of East School Street being 30.00 feet right of East School Street Station 1+29.40;
4. Thence South 89° 31' 51" West, along said existing northerly right of way line, a distance of 8.53 feet to said existing easterly right of way line of said State Route 43 being 30.00 feet right of Station 573+92.05;
5. Thence North 20° 49' 49" West, along said existing easterly right of way line, a distance of 8.42 feet being 30.00 feet right of Station 574+00.48



**EXHIBIT A**

LPA RX 887 T

Rev. 07 09

6. Thence along the arc of a curve deflecting to the right, along said existing easterly right of way line, a distance of 116.37 feet to the **Point of Beginning**; said curve having a radius of 520.00 feet, a central angle of 12° 49' 18", a chord length of 116.12 feet which bears North 14° 25' 10" West.

The above described easement contains 0.023 acres (999 square feet, including 0.000 acres within the present road occupied), within Parcel Number 17-013-20-00-125-000 and subject to all legal highways and easements of record.

This description was prepared by Arcadis U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in September 2014 under the direction of Robert G. Hoy, Ohio Professional Surveyor No. 8142;

Bearings in this description are based on the Ohio State Plane Coordinate System, NAD83(2011), North Zone, Grid North;

Grantor claims title as recorded in Instrument 200425902 of Portage County Deed Records.

The stations referred are from the existing centerline of right-of-way of State Route 43 as shown on the POR-43-10.26 right-of-way plans unless noted otherwise.

*Robert G. Hoy*

3/20/17

Arcadis U.S., Inc.

Date

Robert G. Hoy, Ohio Professional Surveyor No. 8142



**CITY OF KENT, OHIO**  
**LICENSE AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Mark Gene Trimble & Karen Ann Mullenix, hereinafter called the "Licensee."

The City is the owner, in fee simple, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibits listed below.

Exhibit "A" – POR-43-10.26 R/W Plan, showing area being leased

The parties hereto covenant and agree as follows:

**1. NATURE OF INTEREST:**

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

**2. USE:**

2.1 The Property shall be used for the purpose of: \_\_\_\_\_  
installing and maintaining planters and pergolas  
\_\_\_\_\_

and for no other purpose.

2.2 No structural alterations may be made to the City's property without the express written permission of the City of Kent, Director of Public Service.

**3. TERM:**

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on \_\_\_\_\_, 2017, and ending on \_\_\_\_\_, 2018 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 1. \_\_\_\_\_.

**4. NECESSARY LICENSES AND PERMITS:**

4.1 Licensee shall be licensed to do business in the State of Ohio and City of Kent, and upon request, Licensee shall demonstrate to the City that any and all such licenses are in good standing. Correspondence shall be addressed as follows:

All correspondence to the City shall be addressed:

Service Director  
City of Kent  
930 Overholt Road  
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

Mark Gene Trimble & Karen Ann Mullenix

1109 S. Water Street

Kent, Ohio 44240

4.2 Licensee shall secure all necessary permits required in connection with the use of the Property and shall comply with all federal, state and local statutes, ordinances, rules, or regulations which may affect, in any respect, Licensee's use of the Property. Licensee shall, prior to the commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its business use of the Property.

5. **STORAGE AND VENDING:**

No storage of materials or supplies of any nature will be permitted on the Property except as directly related to the agreed business use of the Property.

6. **TAXES:**

Licensee agrees to be responsible for and to timely pay all taxes and/or assessments that may be legally assessed on Licensee's interest, or on any improvements placed by Licensee on said Property, during the continuance of the license hereby created, including any real estate taxes. The Licensee must provide written notice to the City, at the address referenced in Paragraph 4.1, within thirty (30) days of payment of all taxes and/or assessments.

7. **DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:**

The granting of this permit shall not be construed as an abridgment or waiver of any rights which the Director of Public Service has in exercising his jurisdictional powers over the City highway system. The City Director of Public Service shall act for and on behalf of the City of Kent in the issuance of and carrying out the provisions of this permit.

**8. CITY USE OF PROPERTY:**

If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of the Licensee's changes to the City's property, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of the Licensee's thereof. Failure on the part of the Licensee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the Director of Public Service deems necessary.

**9. MAINTENANCE OF PROPERTY:**

Licensee shall, at its sole expense, keep and maintain the Property free of all weeds, debris, and flammable materials of every description, and at all times in an orderly, clean, safe, and sanitary condition consistent with neighborhood standards. A high standard of cleanliness, consistent with the location of the area as an adjunct of the City, will be required. Defoliant, noxious, or hazardous materials or chemicals shall not be used or stored on the Property.

**10. MAINTENANCE OF IMPROVEMENTS:**

**10.1** Licensee, at Licensee's own cost and expense, shall maintain all of his/her improvements to the Property. Licensee shall take all steps necessary to effectively protect the Property from damage incident to the Licensee's use of such Property, all without expense to the City.

**10.2** Licensee shall be liable to, and shall reimburse the City for, any damage to City owned property that in any way results from or is attributable to the use of said Property by the Licensee or any person entering upon the same with the consent of the Licensee, expressed or implied.

**11. HOLD HARMLESS:**

Licensee shall occupy and use Property at its own risk and expense and shall save the City, its officers, agents, and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person, entering upon same with Licensee's consent, expressed or implied, caused by any acts or omissions of the Licensee.

**12. INSURANCE:**

**12.1** At the time of the execution of this Agreement, Licensee shall, at its own expense, take out and keep in force during the terms of this Agreement:

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about,

the Property, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *One Million Dollars (\$1,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

(b) Property damage or other insurance in a company or companies to be approved by the City to protect Licensee, and the City against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the Property, including any and all liability of the Licensee, in the amount of not less than *One Hundred Thousand Dollars (\$100,000.00)*. Said policies shall inure to the contingent liabilities, if any, of the Licensee and the City, and shall obligate the insurance carriers to notify Licensee and the City, in writing, not less than thirty (30) days prior to cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the Licensee and the City.

12.2 A copy of the "Certificate of Insurance" will be submitted to the City at the time of execution of license and annually thereafter.

13. **MODIFICATION:**

The terms of this Agreement may be modified upon agreement of the parties.

14. **REVOCAION AND TERMINATION:**

14.1 The City may revoke this license at any time. The Licensee may terminate this Agreement at any time.

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.


14.3 Upon revocation of the license or upon termination or expiration of Agreement, any personal property, or other appurtenances, including all footings, foundations, and utilities, placed on the City property will be removed by Licensee. If any such appurtenances are not so removed after ninety (90) days written notice from the City to the Licensee, the City may proceed to remove the same and to restore the Property and the Licensee will pay the City, on demand, the reasonable cost and expense of such removal and restoration.

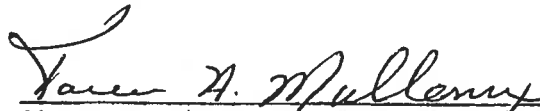
15. **RELOCATION:**

A Licensee who licenses property from the City shall not be eligible for relocation payments.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the date herein last written below. Licensee acknowledges receipt of a copy of this Agreement and agrees to comply with the provisions herein contained.

LICENSEE(S):

  
Signature MARK Gene Inible

  
Signature KANEVAUN Mullenix

1109 S. WATER STREET KENT, OH 44240  
Mailing Address

(330) 673-9844  
Telephone

5/18/2017  
Date

**CITY OF KENT, OHIO**

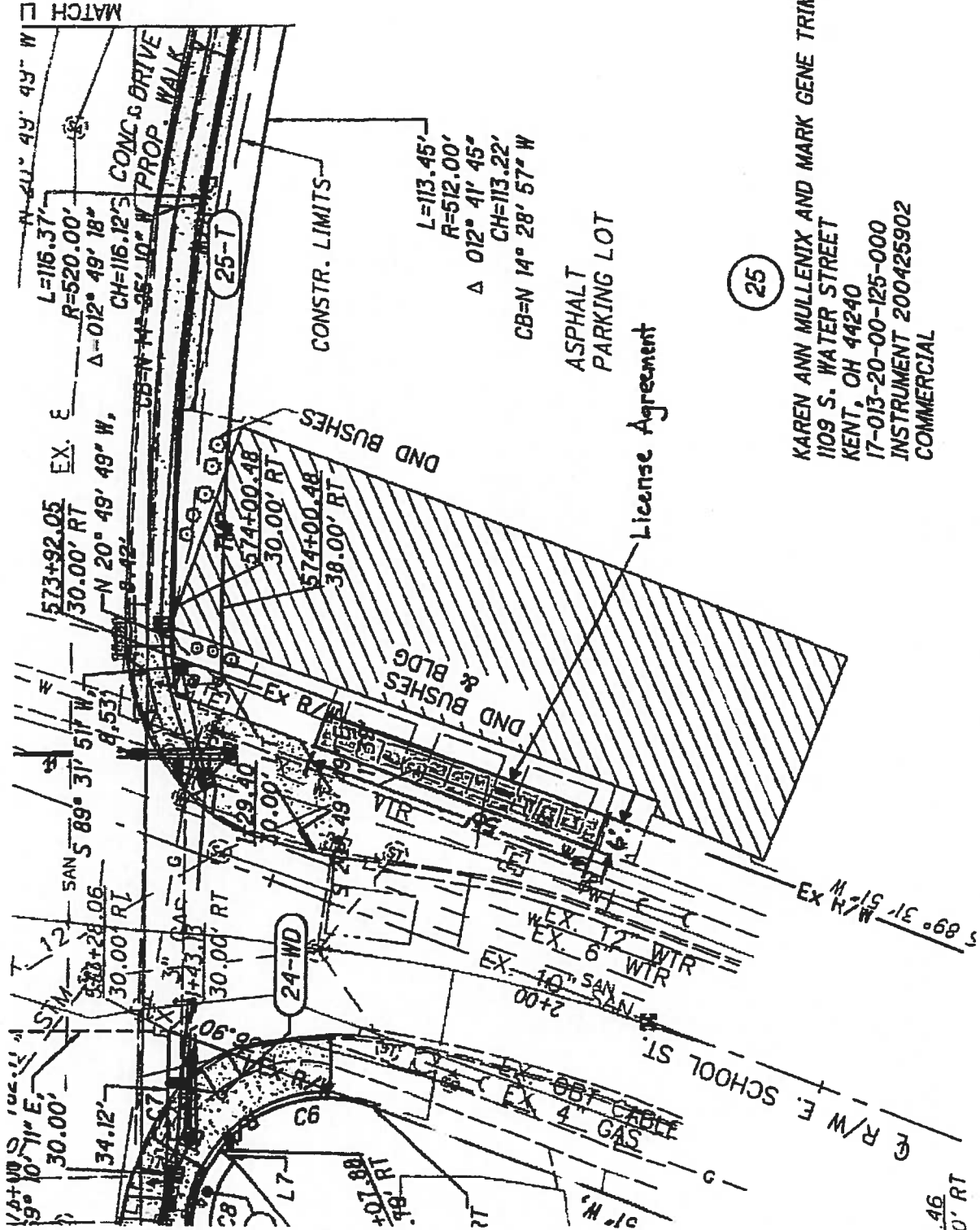
\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James R. Silver, Law Director  
City of Kent

**EXHIBIT "A"**  
**POR-43-10.26 R/W Plan**



KAREN ANN MULLENIX AND MARK GENE TRIMBLE  
 1109 S. WATER STREET  
 KENT, OH 44240  
 17-013-20-00-125-000  
 INSTRUMENT 200425902  
 COMMERCIAL

**CITY OF KENT, OHIO**  
**LICENSE AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Mark Gene Trimble & Karen Ann Mullenix, hereinafter called the "Licensee."

The City is the owner, in fee simple, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibits listed below.

Exhibit "A" – POR-43-10.26 R/W Plan, showing area being leased

The parties hereto covenant and agree as follows:

**1. NATURE OF INTEREST:**

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

**2. USE:**

2.1 The Property shall be used for the purpose of: \_\_\_\_\_  
installing and maintaining planters and pergolas  
\_\_\_\_\_

and for no other purpose.

2.2 No structural alterations may be made to the City's property without the express written permission of the City of Kent, Director of Public Service.

**3. TERM:**

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on \_\_\_\_\_, 2017, and ending on \_\_\_\_\_, 2018 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 1. \_\_\_\_\_.

**4. NECESSARY LICENSES AND PERMITS:**

4.1 Licensee shall be licensed to do business in the State of Ohio and City of Kent, and upon request, Licensee shall demonstrate to the City that any and all such licenses are in good standing. Correspondence shall be addressed as follows:



All correspondence to the City shall be addressed:

Service Director  
City of Kent  
930 Overholt Road  
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

Mark Gene Trimble & Karen Ann Mullenix

1109 S. Water Street

Kent, Ohio 44240

4.2 Licensee shall secure all necessary permits required in connection with the use of the Property and shall comply with all federal, state and local statutes, ordinances, rules, or regulations which may affect, in any respect, Licensee's use of the Property. Licensee shall, prior to the commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its business use of the Property.

5. **STORAGE AND VENDING:**

No storage of materials or supplies of any nature will be permitted on the Property except as directly related to the agreed business use of the Property.

6. **TAXES:**

Licensee agrees to be responsible for and to timely pay all taxes and/or assessments that may be legally assessed on Licensee's interest, or on any improvements placed by Licensee on said Property, during the continuance of the license hereby created, including any real estate taxes. The Licensee must provide written notice to the City, at the address referenced in Paragraph 4.1, within thirty (30) days of payment of all taxes and/or assessments.

7. **DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:**

The granting of this permit shall not be construed as an abridgment or waiver of any rights which the Director of Public Service has in exercising his jurisdictional powers over the City highway system. The City Director of Public Service shall act for and on behalf of the City of Kent in the issuance of and carrying out the provisions of this permit.

**8. CITY USE OF PROPERTY:**

If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of the Licensee's changes to the City's property, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of the Licensee's thereof. Failure on the part of the Licensee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the Director of Public Service deems necessary.

**9. MAINTENANCE OF PROPERTY:**

Licensee shall, at its sole expense, keep and maintain the Property free of all weeds, debris, and flammable materials of every description, and at all times in an orderly, clean, safe, and sanitary condition consistent with neighborhood standards. A high standard of cleanliness, consistent with the location of the area as an adjunct of the City, will be required. Defoliant, noxious, or hazardous materials or chemicals shall not be used or stored on the Property.

**10. MAINTENANCE OF IMPROVEMENTS:**

**10.1** Licensee, at Licensee's own cost and expense, shall maintain all of his/her improvements to the Property. Licensee shall take all steps necessary to effectively protect the Property from damage incident to the Licensee's use of such Property, all without expense to the City.

**10.2** Licensee shall be liable to, and shall reimburse the City for, any damage to City owned property that in any way results from or is attributable to the use of said Property by the Licensee or any person entering upon the same with the consent of the Licensee, expressed or implied.

**11. HOLD HARMLESS:**

Licensee shall occupy and use Property at its own risk and expense and shall save the City, its officers, agents, and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person, entering upon same with Licensee's consent, expressed or implied, caused by any acts or omissions of the Licensee.

**12. INSURANCE:**

**12.1** At the time of the execution of this Agreement, Licensee shall, at its own expense, take out and keep in force during the terms of this Agreement:

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about,

the Property, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *One Million Dollars (\$1,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

(b) Property damage or other insurance in a company or companies to be approved by the City to protect Licensee, and the City against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the Property, including any and all liability of the Licensee, in the amount of not less than *One Hundred Thousand Dollars (\$100,000.00)*. Said policies shall inure to the contingent liabilities, if any, of the Licensee and the City, and shall obligate the insurance carriers to notify Licensee and the City, in writing, not less than thirty (30) days prior to cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the Licensee and the City.

12.2 A copy of the "Certificate of Insurance" will be submitted to the City at the time of execution of license and annually thereafter.

13. **MODIFICATION:**

The terms of this Agreement may be modified upon agreement of the parties.

14. **REVOCAION AND TERMINATION:**

14.1 The City may revoke this license at any time. The Licensee may terminate this Agreement at any time.

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.

14.3 Upon revocation of the license or upon termination or expiration of Agreement, any personal property, or other appurtenances, including all footings, foundations, and utilities, placed on the City property will be removed by Licensee. If any such appurtenances are not so removed after ninety (90) days written notice from the City to the Licensee, the City may proceed to remove the same and to restore the Property and the Licensee will pay the City, on demand, the reasonable cost and expense of such removal and restoration.

15. **RELOCATION:**

A Licensee who licenses property from the City shall not be eligible for relocation payments.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the date herein last written below. Licensee acknowledges receipt of a copy of this Agreement and agrees to comply with the provisions herein contained.

**LICENSEE(S):**

MLT  
Signature Mark Gene Trimble

Karen A. Mullen  
Signature KAREN ANN MULLEUX

1109 S. WATER STREET, KENT, OH 44240  
Mailing Address

(330) 673-9844  
Telephone

5/18/2017  
Date

**CITY OF KENT, OHIO**

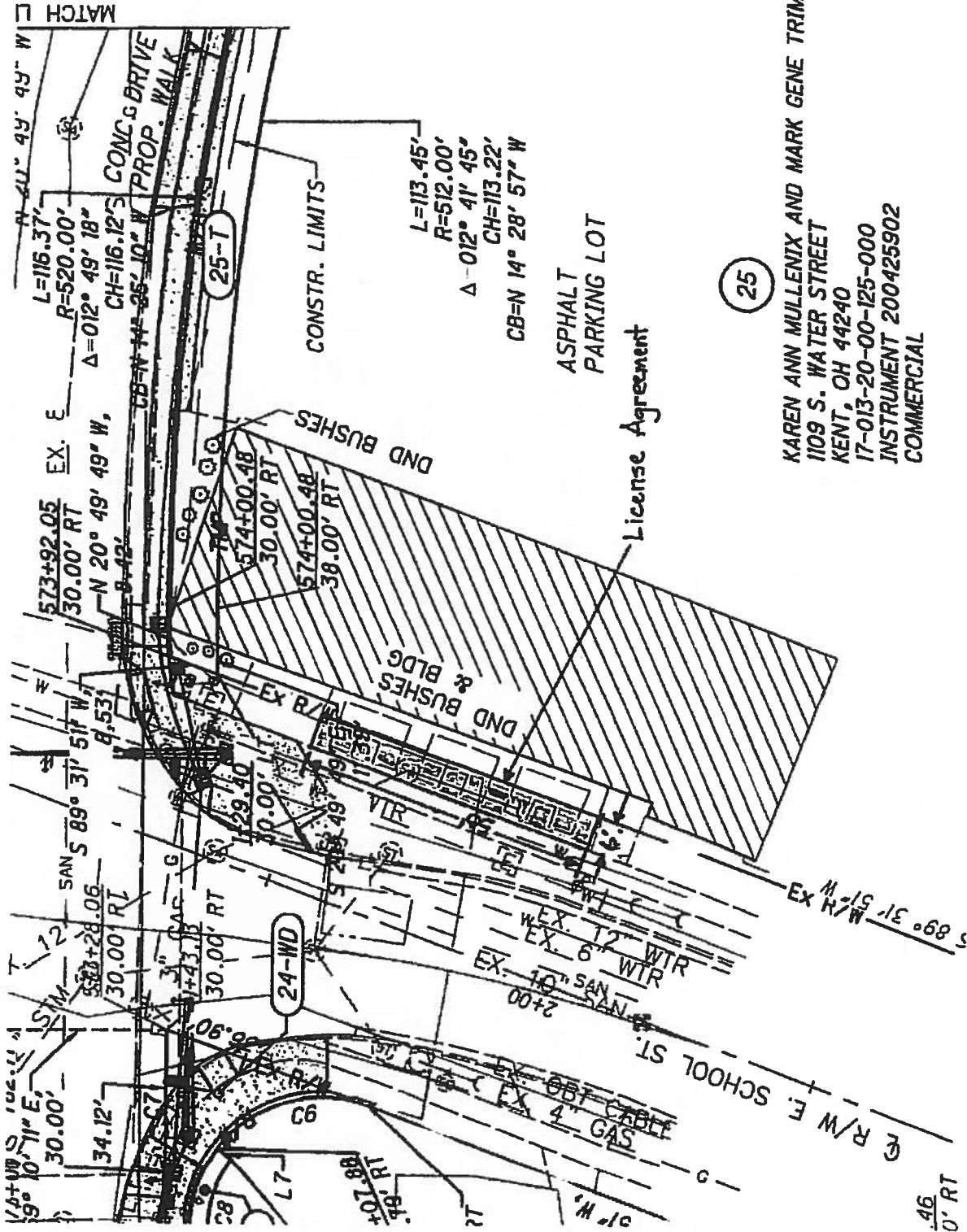
\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James R. Silver, Law Director  
City of Kent

**EXHIBIT "A"**  
**POR-43-10.26 R/W Plan**



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KAREN ANN MULLENIX AND MARK GENE TRIMBLE  
 1109 S. WATER STREET  
 KENT, OH 44240  
 17-013-20-00-125-000  
 INSTRUMENT 200425902  
 COMMERCIAL

## VALUE ANALYSIS (\$10,000 OR LESS)

**OWNER'S NAME**

Karen Ann Mullenix and  
Mark Gene Trimble

|                    |        |
|--------------------|--------|
| <b>COUNTY</b>      | POR    |
| <b>ROUTE</b>       | 43     |
| <b>SECTION</b>     | 10.26  |
| <b>PID #</b>       | 93442  |
| <b>STATE JOB #</b> | 441022 |

Based on comparable sales, which are attached, the following values have been established. All temporary parcels are to be of 12 months in duration.

| Parcel #     | Net Take Area | Land  | Improvement(s) | Remarks   | Total        |
|--------------|---------------|---|----------------|---|--------------|
| 25-T         | 0.023 acres   | 0.023 acres<br>commercial land<br>TCE @ \$300,000/ac<br>X 10% R <sub>L</sub> for 12<br>months = \$700,<br>rounded | None           | Temporary easement for the purpose of performing the work necessary to regrade for 12 months from date of entry by the City of Kent, Portage County, Ohio | \$700        |
| <b>Total</b> |               |   |                |   | <b>\$700</b> |

**Conflict of Interest Certification** [49CFR 24.102(n) and OAC 5501: 2-5-06(B)(3)(a)]

1. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
2. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this compensation recommendation.
3. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property valued, and no personal interest with respect to the parties involved.
4. In recommending the compensation for the property, I have disregarded any decrease or increase in the fair market value of the real property that occurred prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

|  |                |                          |          |
|--|----------------|--------------------------|----------|
|  | April 24, 2017 |                          | 5/4/2017 |
| SIGNATURE OF PERSON PREPARING ANALYSIS                         | DATE           | REVIEWER'S CONCURRENCE   | DATE     |
| TYPED NAME: John D. D'Angelo, MAI                              |                | TYPED NAME: Bruce Bowman |          |
| NAME OF AGENCY (IF DIFFERENT FROM ODOT)                        |                |                          |          |
| City of Kent   |                |                          |          |
| TITLE: Superintendent of Engineering / Deputy Service Director |                |                          |          |
| AGENCY SIGNATURE ESTABLISHING FMVE                             |                | DATE                     |          |
| TYPED NAME: James Bowling, P.E.                                |                | 5/9/17                   |          |
| ADMINISTRATIVE SETTLEMENT:                                     |                |                          |          |
| SIGNATURE  |                | F.M.V.E. AMOUNT _____    |          |
| TYPED NAME:  |                | ADDITIONAL AMOUNT _____  |          |
| DATE   |                | TOTAL SETTLEMENT _____   |          |

(SEE REVERSE SIDE FOR ADDITIONAL DOCUMENTATION)

TITLE REPORT



|        |              |
|--------|--------------|
| C/R/S  | POR-43-10.26 |
| PARCEL | 25-T         |
| PID    | 93422        |
| SJN    | 441022       |

**INSTRUCTION:**

- (1) R.C. 163.01 (C) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." The City of Kent expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgement creditors, etc.
- (2) The City of Kent procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (II)(J) of the Ohio Department of Transportation's Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

| Name & Address     | Marital Status (Spouse's Name)       | Interest      |
|--------------------|--------------------------------------|---------------|
| Karen Ann Mullenix | Married (David R. Mullenix, husband) | Fee Simple,   |
| Mark Gene Trimble  | Married (Libby Trimble, wife)        | Full Interest |

Parcel / Mailing Address:  
1109 S Water Street  
Kent, OH 44240

Phone: 330-673-9844 – Kent Floral Co.

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Current Deed: #200425902 (Attached)

Situated in the City of Kent, County of Portage, State of Ohio, and known as being part of Lot 13 in Franklin Township, metes and bounds and containing 0.438 acres

PPN: 17-013-20-00-125-000

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

| Name & Address | Date Filed | Amount & Type of Lien |
|----------------|------------|-----------------------|
| None Found     |            |                       |

(3-B) **LEASES**

| Name & Address | Commercial/Residential | Term |
|----------------|------------------------|------|
| None Found     |                        |      |

(3-C) **EASEMENTS**

| Name & Address  | Type             |
|---|------------------|
| Vol. 895, Pg. 277 (Attached)<br>Gene I. Trimble and Evelyn J. Trimble<br>To: The City of Kent, Ohio<br>No Address Listed<br>Date Filed:12/26/1972 | Highway Easement |

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

None Found

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Portage City: Kent School District: Kent CSD

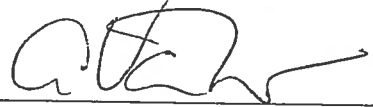
| AUD. PAR. NO(S) | Land – 100%     | Building – 100% | Total – 100%     | Taxes per ½ year                           |
|-----------------|-----------------|-----------------|------------------|--|
| 170132000125000 | <u>\$78,200</u> | <u>\$92,200</u> | <u>\$170,400</u> | <u>\$2,230.66 1<sup>st</sup> ½ 16 paid</u> |

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes:  No:   
Comments:

This Title Report covers the time period from 6/11/1959 and 11/30/1960 to 4/21/2017. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 25-T and presently standing in the name of Karen Ann Mullenix and Mark Gene Trimble as the same are entered upon the several public records of Portage County, Ohio.

Date & Time 4/21/2017 7:59 AM (am/pm)

Signed 

Print Name Andrew Van Nort

**UPDATE TITLE BLOCK**

This Title Report covers the time period from \_\_\_\_\_ to \_\_\_\_\_. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) \_\_\_\_\_ and presently standing in the name of \_\_\_\_\_ as the same are entered upon the several public records of \_\_\_\_\_.

Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Comments from the agent who prepared the Title Update





TRANSYSTEMS REAL ESTATE CONSULTING, INC.  
 39 WEST MCKINLEY WAY  
 POLAND, OHIO 44514  
 TELEPHONE: 330-726-5316  
 FAX: 330-757-7799  
 www.transystems.com

**RECEIVED**  
 MAY 24 2017  
 Dept. of Public Service

**LETTER OF TRANSMITTAL**

TO: City of Kent  
930 Overholt Road  
Kent, Ohio 44240

DATE: 5/23/2017

ATTN: Jon P. Giaquinto, PE, Senior Engineer

PROJECT: POR-43-10.26

RE: Parcel 26-T (Richard Hornick)

SUBJECT: Acquisition- Signed Parcel

**WE ARE SENDING YOU**

ATTACHED

UNDER SEPARATE COVER

**THE FOLLOWING INFORMATION:**

W-9 FORM (ORIGINAL)

TEMPORARY EASEMENT (COPY)

OPERATING AGREEMENT

CONTRACT (ORIGINAL)

LICENSE AGREEMENT (ORIGINAL)

FRONT PAGE OF VA (COPY)

UTILITY EASEMENT

BILL OF SALE (ORIGINAL)

RE-46 OF THE TITLE (COPY)

**DISPOSITION:**

FOR PAYMENT

FOR REVIEW AND COMMENT

APPROVED AS NOTED

FOR APPROVAL

APPROVED OR SUBMITTED

OTHER: \_\_\_\_\_

AS REQUESTED

**COMMENTS:**

Enclosed please find a copy of the signed billing package for the above referenced parcel. Please proceed with processing a check payable to Richard Hornick in the amount of \$325.00 and send it to: TranSystems – 39 W. McKinley Way, Poland, Ohio 44514 – Attn: Jim Fisher, Project Manager-TREC. Upon receipt, we will proceed with the closing process.

COPY TO: FILE

SIGNED:

James M. Fisher  
 JAMES M. FISHER, PROJECT MANAGER

## TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Richard Hornick, Single, the Grantor(s) herein, in consideration of the sum of \$325.00, to be paid by the City of Kent, Portage County, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 26-T

POR-43-10.26

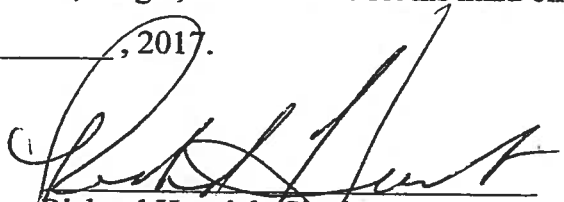
SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
Portage County Current Tax Parcel No. 17-013-20-00-124-000  
Prior Instrument Reference: #201001564, Portage County Recorder's Office.

To have and to hold said temporary easement, 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 herein 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 interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

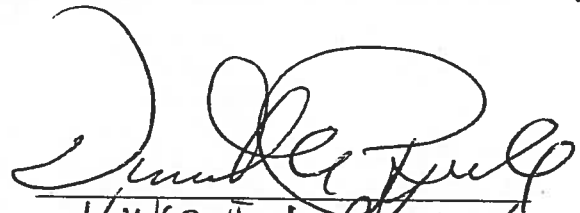
IN WITNESS WHEREOF Richard Hornick, Single, has hereunto set his hand on the 22<sup>nd</sup> day of May, 2017.

  
Richard Hornick, Single

STATE OF OHIO, COUNTY OF Portage ss:

BE IT REMEMBERED that on the 22<sup>nd</sup> day of May, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Richard Hornick, who acknowledged the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
VINCENT A. PASQUALE  
NOTARY PUBLIC  
My Commission expires: 8/2/20

This document was prepared by: The City of Kent, Portage County, Ohio

**EXHIBIT A**

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 10/13/16

PID 93442

**PARCEL 26-T  
POR-43-10.26  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
REGRADE  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF KENT, PORTAGE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the City of Kent, County of Portage, State of Ohio, being part of Lot 13 in Franklin Township, and being part of lands described in the deed to RICHARD HORNICK (Grantor) as recorded in Instrument 201001564 on file in the Portage County Recorder's office and laying on the right side of the existing centerline of right-of-way of State Route 43 as recorded as Plat \_\_\_\_\_ and as shown on the POR-43-10.26 right-of-way plans prepared by Arcadis U.S., Inc. for the City of Kent, Ohio, and more fully described as follows:

**Beginning** on the existing easterly right of way line of said State Route 43 at 30.11 feet right of Station 575+90.07;

1. Thence North 90° 00' 00" East, along the Grantor's northerly line, a distance of 8.00 feet being 38.11 feet right of Station 575+90.04;
2. Thence along the arc of a curve deflecting to the left, through the Grantor, a distance of 60.24 feet to the Grantor's southerly line being 42.93 feet right of Station 575+30.03; said curve having a radius of 512.00 feet, a central angle of 6° 44' 29", and a chord length of 60.21 feet which bears South 04° 45' 50" East;
3. Thence North 90° 00' 00" West, along said southerly line, a distance of 8.08 feet to said existing easterly right of way line of said State Route 43 being 34.85 feet right of Station 575+30.05;
4. Thence along the arc of a curve deflecting to the right, along said existing easterly right of way line, a distance of 60.23 feet to the **Point of Beginning**; said curve having a radius of 520.00 feet, a central angle of 6° 38' 13", and a chord length of 60.20 feet which bears North 04° 41' 24" West;

**EXHIBIT A**

LPA RX 887 T

Page 2 of 2

Rev. 07/09

The above described easement contains 0.011 acres (482 square feet, including 0.000 acres within the present road occupied), within Parcel Number 17-013-20-00-124-000 and subject to all legal highways and easements of record.

This description was prepared by Arcadis U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in September 2014 under the direction of Robert G. Hoy, Ohio Professional Surveyor No. 8142;

Bearings in this description are based on the Ohio State Plane Coordinate System, NAD83(2011), North Zone, Grid North;

Grantor claims title as recorded in Instrument 201001564 of Portage County Deed Records.

The stations referred are from the existing centerline of right-of-way of State Route 43 as shown on the POR-43-10.26 right-of-way plans unless noted otherwise.

*Robert G. Hoy*

3/20/17

Arcadis U.S., Inc.

Date

Robert G. Hoy, Ohio Professional Surveyor No. 8142



## VALUE ANALYSIS (\$10,000 OR LESS)

**OWNER'S NAME**

Richard Hornick

|                    |        |
|--------------------|--------|
| <b>COUNTY</b>      | POR    |
| <b>ROUTE</b>       | 43     |
| <b>SECTION</b>     | 10.26  |
| <b>PID #</b>       | 93442  |
| <b>STATE JOB #</b> | 441022 |

Based on comparable sales, which are attached, the following values have been established. All temporary parcels are to be of 12 months in duration.

| Parcel #     | Net Take Area | Land   | Improvement(s) | Remarks   | Total        |
|--------------|---------------|--|----------------|---|--------------|
| 26-T         | 0.011 acres   | 0.011 acres commercial land<br>TCE @ \$275,000/ac<br>X 10% R <sub>L</sub> for 12 months = \$325, rounded | None           | Temporary easement for the purpose of performing the work necessary to regrade for 12 months from date of entry by the City of Kent, Portage County, Ohio | \$325        |
| <b>Total</b> |               |  |                |   | <b>\$325</b> |

**Conflict of Interest Certification** [49CFR 24.102(n) and OAC 5501: 2-5-06(B)(3)(a)]

1. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
2. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this compensation recommendation.
3. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property valued, and no personal interest with respect to the parties involved.
4. In recommending the compensation for the property, I have disregarded any decrease or increase in the fair market value of the real property that occurred prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

|   |                        |  |                  |
|---|------------------------|--|------------------|
| SIGNATURE OF PERSON PREPARING ANALYSIS<br>TYPED NAME: John D. D'Angelo, MAI | April 25, 2017<br>DATE | REVIEWER'S CONCURRENCE<br>TYPED NAME: Bruce Bowman                         | 5/4/2017<br>DATE |
| NAME OF AGENCY (IF DIFFERENT FROM ODOT)<br>City of Kent                     |                        |  |                  |
| TITLE: Superintendent of Engineering / Deputy Service Director              |                        | AGENCY SIGNATURE ESTABLISHING FMVE<br>TYPED NAME: James Bowling, P.E.      | 5/9/17<br>DATE   |
| <b>ADMINISTRATIVE SETTLEMENT:</b>   |                        |  |                  |
| SIGNATURE<br>TYPED NAME:  |                        | F.M.V.E. AMOUNT _____<br>ADDITIONAL AMOUNT _____<br>TOTAL SETTLEMENT _____ |                  |
| DATE  |                        |  |                  |

(SEE REVERSE SIDE FOR ADDITIONAL DOCUMENTATION)

TITLE REPORT



|        |              |
|--------|--------------|
| C/R/S  | POR-43-10.26 |
| PARCEL | 26-T         |
| PID    | 93422        |
| SJN    | 441022       |

**INSTRUCTION:**

- (1) R.C. 163.01 (C) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." The City of Kent expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgement creditors, etc.
- (2) The City of Kent procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (II)(J) of the Ohio Department of Transportation's Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

| Name & Address  | Marital Status (Spouse's Name)      | Interest                     |
|---|-------------------------------------|------------------------------|
| Richard Hornick   | <del>Unknown</del><br><i>Single</i> | Fee Simple,<br>Full Interest |
| <u>Parcel Address:</u><br>1021 Water Street<br>Kent, OH 44240 |                                     |                              |
| <u>Mailing Address:</u><br>PO Box 367<br>Kent, OH 44240       |                                     |                              |

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Current Deed: #201001564 (Attached)

Parcel One: Situated in the City of Kent, County of Ohio, known as being a parcel of land in Franklin Township Lot 13, Subdivision 26, metes and bounds and containing 0.257 acres

PPN: 17-013-20-00-124-000 (0.26 acres, 17-013-20-00-126-00 contiguous)

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

| Name & Address | Date Filed | Amount & Type of Lien |
|----------------|------------|-----------------------|
| None Found     |            |                       |

(3-B) **LEASES**

| Name & Address | Commercial/Residential | Term |
|----------------|------------------------|------|
| None Found     |                        |      |

(3-C) **EASEMENTS**

| Name & Address | Type |
|----------------|------|
| None Found     |      |

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

None Found

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Portage City: Kent School District: Kent CSD

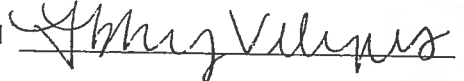
| AUD. PAR. NO(S)               | Land – 100%     | Building – 100% | Total – 100%     | Taxes per ½ year                           |
|-------------------------------|-----------------|-----------------|------------------|--|
| 170132000124<br>(In take)     | <u>\$47,900</u> | <u>\$72,800</u> | <u>\$120,700</u> | <u>\$1,580.24 1<sup>st</sup> ½ 16 paid</u> |
| 170132000126<br>(Not in take) | <u>\$1,500</u>  | <u>\$0</u>      | <u>\$1,500</u>   | <u>\$18.19 all 2016 paid</u>               |

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes:  No:   
Comments:

This Title Report covers the time period from 9/1/1977 to 4/24/2017. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 26-T and presently standing in the name of Richard Hornick as the same are entered upon the several public records of Portage County, Ohio.

Date & Time 4/24/2017 7:59 AM (am/pm)

Signed 

Print Name Abby Vilyus

**UPDATE TITLE BLOCK**

This Title Report covers the time period from \_\_\_\_\_ to \_\_\_\_\_. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) \_\_\_\_\_ and presently standing in the name of \_\_\_\_\_ as the same are entered upon the several public records of \_\_\_\_\_.

Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_

Print Name \_\_\_\_\_


Comments from the agent who prepared the Title Update





**Kent Parks & Recreation Department**

497 Middlebury Road Kent, Ohio 44240 (330) 673-8897 FAX: (330) 673-8898

TO: Dave Ruller, Jim Silver  
FROM: John Idone   
DATE: May 24, 2017  
RE: Kent Parks & Recreation Donation

\* M E S S A G E \*

Kent Parks & Recreation Department has received a donation of \$200 from Judith Swearingen representing the Beech /Norwood Neighborhood for a tree at Fred Fuller Park in memory of Mary Lou White.

The cash and check has been forwarded to Budget and Finance and will be held until Council formally accepts the donation. Your attention to this matter is sincerely appreciated.

PC: Budget & Finance  
Tara Grimm, Clerk of Council  
Kent Parks & Recreation Board



## KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT APRIL 2017

### FIRE INCIDENT RESPONSE INFORMATION

#### Summary of Fire Incident Alarms

|                                   | CURRENT PERIOD |           |           | YEAR TO DATE |            |            |
|-----------------------------------|----------------|-----------|-----------|--------------|------------|------------|
|                                   | 2017           | 2016      | 2015      | 2017         | 2016       | 2015       |
| City of Kent                      | 48             | 51        | 48        | 167          | 197        | 179        |
| Kent State University             | 8              | 1         | 5         | 31           | 22         | 17         |
| Franklin Township                 | 10             | 9         | 10        | 60           | 36         | 42         |
| Sugar Bush Knolls                 | 0              | 0         | 0         | 0            | 0          | 0          |
| Brady Lake Village                | 1              | 1         | 2         | 3            | 5          | 2          |
| Mutual Aid Given                  | 2              | 0         | 5         | 7            | 7          | 12         |
| <b>Total Fire Incident Alarms</b> | <b>69</b>      | <b>62</b> | <b>70</b> | <b>268</b>   | <b>267</b> | <b>252</b> |

#### Summary of Mutual Aid Received by Location

|                         | CURRENT PERIOD |          |          | YEAR TO DATE |          |          |
|-------------------------|----------------|----------|----------|--------------|----------|----------|
|                         | 2017           | 2016     | 2015     | 2017         | 2016     | 2015     |
| City of Kent            | 2              | 0        | 1        | 5            | 1        | 3        |
| Kent State University   | 0              | 0        | 0        | 0            | 0        | 0        |
| Franklin Township       | 0              | 0        | 0        | 0            | 0        | 2        |
| Sugar Bush Knolls       | 0              | 0        | 0        | 0            | 0        | 0        |
| Brady Lake Village      | 0              | 0        | 0        | 0            | 1        | 0        |
| <b>Total Mutual Aid</b> | <b>2</b>       | <b>0</b> | <b>1</b> | <b>5</b>     | <b>2</b> | <b>5</b> |

### EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

#### Summary of Emergency Medical Service Responses

|  | CURRENT PERIOD |            |            | YEAR TO DATE |             |             |
|--|----------------|------------|------------|--------------|-------------|-------------|
|  | 2017           | 2016       | 2015       | 2017         | 2016        | 2015        |
| City of Kent                                     | 204            | 196        | 200        | 828          | 719         | 759         |
| Kent State University                            | 34             | 42         | 44         | 105          | 143         | 126         |
| Franklin Township                                | 40             | 45         | 37         | 168          | 140         | 131         |
| Sugar Bush Knolls                                | 0              | 0          | 0          | 1            | 3           | 6           |
| Brady Lake Village                               | 7              | 4          | 2          | 20           | 9           | 8           |
| Mutual Aid Given                                 | 3              | 1          | 1          | 12           | 8           | 10          |
| <b>Total Emergency Medical Service Responses</b> | <b>288</b>     | <b>288</b> | <b>284</b> | <b>1134</b>  | <b>1022</b> | <b>1040</b> |

#### Summary of Mutual Aid Received by Location

|                         | CURRENT PERIOD |          |          | YEAR TO DATE |           |          |
|-------------------------|----------------|----------|----------|--------------|-----------|----------|
|                         | 2017           | 2016     | 2015     | 2017         | 2016      | 2015     |
| City of Kent            | 1              | 1        | 1        | 4            | 5         | 4        |
| Kent State University   | 1              | 0        | 1        | 1            | 1         | 1        |
| Franklin Township       | 0              | 0        | 0        | 1            | 3         | 0        |
| Sugar Bush Knolls       | 0              | 0        | 0        | 0            | 0         | 0        |
| Brady Lake Village      | 0              | 1        | 0        | 0            | 2         | 0        |
| <b>Total Mutual Aid</b> | <b>2</b>       | <b>2</b> | <b>2</b> | <b>6</b>     | <b>11</b> | <b>5</b> |

#### **TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS**

| 2017       | 2016       | 2015       | 2017        | 2016        | 2015        |
|------------|------------|------------|-------------|-------------|-------------|
| <b>357</b> | <b>350</b> | <b>354</b> | <b>1402</b> | <b>1289</b> | <b>1292</b> |

#### **TOTAL ALL RESPONSES, INCLUDING MUTUAL AID**

| 2017       | 2016       | 2015       | 2017        | 2016        | 2015        |
|------------|------------|------------|-------------|-------------|-------------|
| <b>361</b> | <b>352</b> | <b>357</b> | <b>1413</b> | <b>1302</b> | <b>1302</b> |