

ORDINANCE NO. 2022 - 109

**AN ORDINANCE ACCEPTING AN ANNEXATION OF 174.828 ACRES OF LAND, MORE OR LESS, FROM FRANKLIN TOWNSHIP, PORTAGE COUNTY TO THE CITY OF KENT, OHIO, AND DECLARING AN EMERGENCY.**

**WHEREAS**, an "Expedited Type 1" Annexation Petition for 174.828 acres of territory from Franklin Township, Portage County, Ohio to the City of Kent was filed in the offices of the Board of County Commissioners of Portage County on June 20, 2022 by Davey Tree Expert Company ("Petitioner"); and

**WHEREAS**, the Board of County Commissioners of Portage County approved the annexation petition on June 30, 2022; and

**WHEREAS**, on July 8, 2022, the Clerk of the Board of County Commissioners of Portage County delivered a certified copy of the entire record of the annexation proceedings, including all resolutions of the Board, the petition, map, and all other papers on file to the Clerk of Council, a copy of those documents are attached hereto as Exhibit "A;" and

**WHEREAS**, this Council wishes to accept the annexation of the area proposed for annexation.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Kent, Portage County, Ohio:

**SECTION 1.** The petition for annexation of 174.828 acres of territory to the City of Kent is hereby accepted.

**SECTION 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, and for the further reason that it is necessary to ensure that the 174.828 acres of territory are promptly annexed into the City, and for the further reason that it is necessary that the property owner begin to enjoy the benefits associated with annexation into the City as soon as possible, and, as such, this Ordinance shall take effect and be in force immediately after passage.

PASSED: October 19, 2022  
Date

EFFECTIVE: October 19, 2022  
Date

ATTEST: Amy Wilkens  
Amy Wilkens  
Clerk of Council

J. T. Fiala  
Jerry T. Fiala  
Mayor and President of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2022-166 ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON October 19, 2022.

(SEAL)

Amy Wilkens  
AMY WILKENS  
CLERK OF COUNCIL

174.828  
adw

June 17, 2022

Via FedEx

Ms. Amy Hutchinson, Clerk  
Portage County Board of Commissioners  
449 South Meridian Street  
Administration Building, 7<sup>th</sup> Floor  
Ravenna, OH 44266

2022 JUN 21 A 10:55

Re: Petition for Annexation - Expedited Type 1

Dear Ms. Hutchinson:

Enclosed please find the original and 6 copies of the Petition for Annexation – Expedited Type 1 for consideration by the Portage County Board of Commissioners filed on behalf of The Davey Tree Expert Company and accompanied by our check in the amount of \$225.00 for the required filing fee.

Thank you for your assistance. If you need additional information, please feel free to contact me at (937) 443-6533.

Very truly yours,

  
Steven J. Davis

SJD:pas

Enclosures

cc: Molly Senter (w/encl.)  
Benjamin G. Chojnacki, Esq. (w/encl.)

RECEIVED  
JUL - 8 2022  
BY: Amy Wilkins

PETITION FOR ANNEXATION - EXPEDITED TYPE 1

We, the undersigned, being all of the owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Kent  
(City/Village) (Name of City/Village)

Portage County, Ohio, being filed under Sections 709.021(A) & 709.022(A) of the Revised Code of Ohio.

Petitioners have attached hereto and made a part of this petition a legal description\* of the perimeter of the territory sought to be annexed, marked as Exhibit "A".

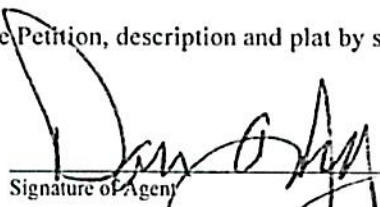
The described territory is contiguous with the City of Kent, Ohio.  
(City/Village) (Name of City/Village)

Petitioners have attached hereto and made a part of this petition, an accurate map\* or plat of the territory sought to be annexed, marked Exhibit "B".

Petitioners have also attached hereto and made a part of this Petition a certified copy of the Annexation Agreement dated March 22, 2022 between the Board of Trustees of Franklin Township and the Council of the City of Kent, Ohio with respect to the described territory, marked as Exhibit "C".

Dan A. Joy, Executive Vice President is hereby appointed agent for the  
(Name) (Title)

undersigned Petitioners as required by Ohio Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refile, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.

  
\_\_\_\_\_  
Signature of Agent

Dan A. Joy  
\_\_\_\_\_  
Typed or printed name of agent

1500 North Mantua Street  
\_\_\_\_\_  
Address

Kent OH 44240  
\_\_\_\_\_  
Address

330.673.9511  
\_\_\_\_\_  
Phone Number/Fax Number

Dan.Joy@davey.com  
\_\_\_\_\_  
Email Address (if applicable)

\* No larger than 8 'A" x 14"  
Return original to: Portage County Commissioners, 449 South Meridian Street, Administration Building  
7th Floor, Ravenna, Ohio 43402 Annex Petition - Expedited Type 1 BLANK doc

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY."**

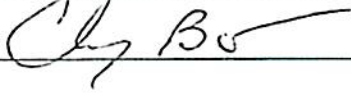
SIGNATURE OF PETITIONER, TYPED NAME AND ADDRESS

DATE

The Davey Tree Expert Company

06.01.2022

Christopher J. Bast, Vice President & Treasurer 1500 North Mantua Street, Kent OH 44240



## LEGAL DESCRIPTION

Real property in the Township of Franklin, County of Portage, State of Ohio, described as follows:

Situated in the Township of Franklin, County of Portage and State of Ohio:

And known as being part of Lots 40, 41, 49, 50 and 51 in Franklin Township and further described as follows: Beginning at an iron pipe at the Southeast corner of Lot 49; Thence South 89 deg. 41' 24" West, 1,150.86 feet along the South line of Lot 49 to the centerline of State Route 43 and passing over an iron pipe 33.33 feet from the road center; thence North 25 deg. 30' 18" East, 698.35 feet along the centerline of State Route 43 to the Southwest corner of property in the name of Paoloni, Zalewski & Dauber as recorded in Deed Volume 1028, page 1087 in the Portage County Records; Thence South 69 deg. 10' East, 301.21 feet along the South line of Paoloni, Zalewski & Dauber to an iron pipe and passing over an iron pipe 30.10 feet from the road center; Thence the following 6 courses and distances along the Eastern side of Paoloni, Zalewski & Dauber;

North 20 deg. 50' East, 95.00 feet to an iron pipe;

North 8 deg. 40' West 44.57 feet to an iron pipe;

North 18 deg. 55' East 52.00 feet to an iron pipe;

South 71 deg. 05' East, 6.00 feet to an iron pipe;

North 17 deg. 23' East, 100.11 feet to an iron pipe;

North 4 deg. 02' East, 157.89 feet to an iron pipe in the South line of property in the name of J.C. Ellsworth, trustee (1015/107);

Thence North 83 deg. 30' East, 186.57 feet to an iron pipe at Ellsworth's Southeast corner;

Thence North 0 deg. 19' 42" West, 354.34 feet to an iron pipe at Ellsworth's Northeast corner;

Thence South 89 deg. 30' 18" West 221.76 feet along Ellsworth's North line to the centerline of State Route 43 and passing over an iron pipe 33.38 feet from the road center; Thence North 25 deg. 30' 18" East, 385.58 feet along the centerline of State Route 43 to the Southwest corner of

Elsie Chase's (602/483); Thence South 86 deg. 24' 04" East, 912.50 feet to an iron pipe at Chase's Southeast corner, being the Southwest corner of property owned by C.A Williams III; Thence South 87 deg. 25' 45" East, 1,411.43 feet along Williams South line to an iron pipe;

Thence North 2 deg. 25' East, 623.04 feet along an East line of Williams to a tree; Thence South 89 deg. 57' East, 1,717.18 feet along Williams' South line and the South line of the City of Akron, property to the center of the Cuyahoga River and passing over an iron pipe 106.78 feet from the river's center; Thence the following 27 courses and distances along the approximate center of the Cuyahoga River;

South 48 deg. 31' West, 151.00 feet;

South 81 deg. 45' West, 151.00 feet

South 64 deg. West, 85.00 feet;

South 15 deg. West, 209.00 feet;

South 50 deg. East, 180.50 feet;

South 85 deg. East 202.50 feet;

North 43 deg. East, 94.00 feet;

South 81 deg. East, 107.00 feet;

South 34 deg. East 117.00 feet;

South 29 deg. 29' West, 131.00 feet;

South 56 deg. West, 220.00 feet;

South 42 deg. 30' West 350.00 feet;

South 31 deg. West, 180.00 feet;

South 18 deg. 35' West, 435.00 feet

South 24 deg. East, 107.00 feet

South 61 deg. 44' East, 230.00 feet;

South 14 deg. 37' East, 212.03 feet;

South 20 deg. West, 103.75 feet;

South 40 deg. 57' 30" West, 291.82 feet;

South 27 deg. 46' West, 342.45 feet;  
South 69 deg. 50' 02" West, 185.46 feet;  
North 74 deg. 20' West, 217.45 feet;  
North 26 deg. 56' 18" West, 320.24 feet;  
North 61 deg. 57' 58" West, 335.34 feet;  
North 75 deg. 56' 27" West, 636.73 feet;  
South 86 deg. 35' 33" West, 487.70 feet;  
South 23 deg. 11' 12" West, 109.14 feet to South line of Lot 50; Thence South 89 deg. 56' West,  
1,122.57 feet to an iron pipe at the Southwest corner of Lot 50, being the place of beginning and  
passing over an iron pipe 100.00 feet from the river's center. Containing a total of 174.828 acres,  
there being 5.789 acres in Lot 40, 1.867 acres in Lot 41, 23.924 acres in Lot 49, 106.8037 acres  
in Lot 50 and 36.448 acres in Lot 51, be the same more or less, but subject to all legal highways,  
as surveyed in July, 1991 by Edward J. Collier, Registered Surveyor No. 7141.

LEGAL SUFFICIENCY OF RECORD

The land referred to herein is situated in the County of Franklin, State of Ohio, and is described as follows: ...

TABLE OF ENCUMBRANCES

There is no mortgage or other lien in force against the land herein described, and there are no other encumbrances upon the same...

GENERAL NOTES

1. The survey was made by the surveyor named herein, and he is a duly licensed surveyor in the State of Ohio...

CONCLUSIONS

1. The land herein described is the land of the said owner, and he is entitled to the same...

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There is no mortgage or other lien in force against the land herein described, and there are no other encumbrances upon the same...

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GENERAL NOTES

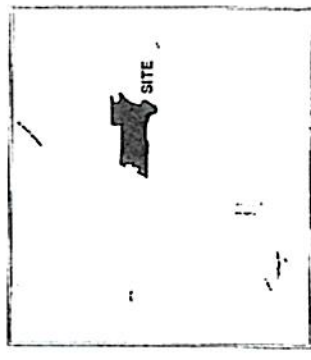
1. The survey was made by the surveyor named herein, and he is a duly licensed surveyor in the State of Ohio...

CONCLUSIONS

1. The land herein described is the land of the said owner, and he is entitled to the same...

ALTANSPS Land Title Survey of land owned by The Davey Tree Expert Company (1500 North Mantua Street) Franklin Township, Ohio Ohio and area as being part of Original Franklin Twp. Lot Nos. 43, 50 and 51 for The Davey Tree Expert Company First American Title Insurance Company

SURVEYOR'S DECLARATION The Davey Tree Expert Company First American Title Insurance Company I, the undersigned, being a duly licensed Surveyor in the State of Ohio, do hereby certify that I am the author of the foregoing plat, and that it is a true and correct copy of the original on file in my office...



NEAREST MAP SCALE 1" = 100' LATITUDE: 41°02'18" N LONGITUDE: 83°27'23" W

EXHIBIT B PETITION FOR ANNEXATION - EXPEDITED TYPE 1



**ALTANSPS Land Title Survey**  
of land owned by  
**The Davey Tree Expert Company**  
1500 North Mantua Street  
Franklin Township, Ohio  
situated in the Township of Franklin, County of Butler,  
and State of Ohio and known as being part of  
Original Franklin Twp. Lot Nos. 45, 50 and 51

| Lot No. | Area (Ac.) | Owner    |
|---------|------------|----------|
| 1       | 0.12       | ALTANSPS |
| 2       | 0.15       | ALTANSPS |
| 3       | 0.18       | ALTANSPS |
| 4       | 0.21       | ALTANSPS |
| 5       | 0.24       | ALTANSPS |
| 6       | 0.27       | ALTANSPS |
| 7       | 0.30       | ALTANSPS |
| 8       | 0.33       | ALTANSPS |
| 9       | 0.36       | ALTANSPS |
| 10      | 0.39       | ALTANSPS |
| 11      | 0.42       | ALTANSPS |
| 12      | 0.45       | ALTANSPS |
| 13      | 0.48       | ALTANSPS |
| 14      | 0.51       | ALTANSPS |
| 15      | 0.54       | ALTANSPS |
| 16      | 0.57       | ALTANSPS |
| 17      | 0.60       | ALTANSPS |
| 18      | 0.63       | ALTANSPS |
| 19      | 0.66       | ALTANSPS |
| 20      | 0.69       | ALTANSPS |
| 21      | 0.72       | ALTANSPS |
| 22      | 0.75       | ALTANSPS |
| 23      | 0.78       | ALTANSPS |
| 24      | 0.81       | ALTANSPS |
| 25      | 0.84       | ALTANSPS |
| 26      | 0.87       | ALTANSPS |
| 27      | 0.90       | ALTANSPS |
| 28      | 0.93       | ALTANSPS |
| 29      | 0.96       | ALTANSPS |
| 30      | 0.99       | ALTANSPS |
| 31      | 1.02       | ALTANSPS |
| 32      | 1.05       | ALTANSPS |
| 33      | 1.08       | ALTANSPS |
| 34      | 1.11       | ALTANSPS |
| 35      | 1.14       | ALTANSPS |
| 36      | 1.17       | ALTANSPS |
| 37      | 1.20       | ALTANSPS |
| 38      | 1.23       | ALTANSPS |
| 39      | 1.26       | ALTANSPS |
| 40      | 1.29       | ALTANSPS |
| 41      | 1.32       | ALTANSPS |
| 42      | 1.35       | ALTANSPS |
| 43      | 1.38       | ALTANSPS |
| 44      | 1.41       | ALTANSPS |
| 45      | 1.44       | ALTANSPS |
| 46      | 1.47       | ALTANSPS |
| 47      | 1.50       | ALTANSPS |
| 48      | 1.53       | ALTANSPS |
| 49      | 1.56       | ALTANSPS |
| 50      | 1.59       | ALTANSPS |
| 51      | 1.62       | ALTANSPS |
| 52      | 1.65       | ALTANSPS |
| 53      | 1.68       | ALTANSPS |
| 54      | 1.71       | ALTANSPS |
| 55      | 1.74       | ALTANSPS |
| 56      | 1.77       | ALTANSPS |
| 57      | 1.80       | ALTANSPS |
| 58      | 1.83       | ALTANSPS |
| 59      | 1.86       | ALTANSPS |
| 60      | 1.89       | ALTANSPS |
| 61      | 1.92       | ALTANSPS |
| 62      | 1.95       | ALTANSPS |
| 63      | 1.98       | ALTANSPS |
| 64      | 2.01       | ALTANSPS |
| 65      | 2.04       | ALTANSPS |
| 66      | 2.07       | ALTANSPS |
| 67      | 2.10       | ALTANSPS |
| 68      | 2.13       | ALTANSPS |
| 69      | 2.16       | ALTANSPS |
| 70      | 2.19       | ALTANSPS |
| 71      | 2.22       | ALTANSPS |
| 72      | 2.25       | ALTANSPS |
| 73      | 2.28       | ALTANSPS |
| 74      | 2.31       | ALTANSPS |
| 75      | 2.34       | ALTANSPS |
| 76      | 2.37       | ALTANSPS |
| 77      | 2.40       | ALTANSPS |
| 78      | 2.43       | ALTANSPS |
| 79      | 2.46       | ALTANSPS |
| 80      | 2.49       | ALTANSPS |
| 81      | 2.52       | ALTANSPS |
| 82      | 2.55       | ALTANSPS |
| 83      | 2.58       | ALTANSPS |
| 84      | 2.61       | ALTANSPS |
| 85      | 2.64       | ALTANSPS |
| 86      | 2.67       | ALTANSPS |
| 87      | 2.70       | ALTANSPS |
| 88      | 2.73       | ALTANSPS |
| 89      | 2.76       | ALTANSPS |
| 90      | 2.79       | ALTANSPS |
| 91      | 2.82       | ALTANSPS |
| 92      | 2.85       | ALTANSPS |
| 93      | 2.88       | ALTANSPS |
| 94      | 2.91       | ALTANSPS |
| 95      | 2.94       | ALTANSPS |
| 96      | 2.97       | ALTANSPS |
| 97      | 3.00       | ALTANSPS |
| 98      | 3.03       | ALTANSPS |
| 99      | 3.06       | ALTANSPS |
| 100     | 3.09       | ALTANSPS |

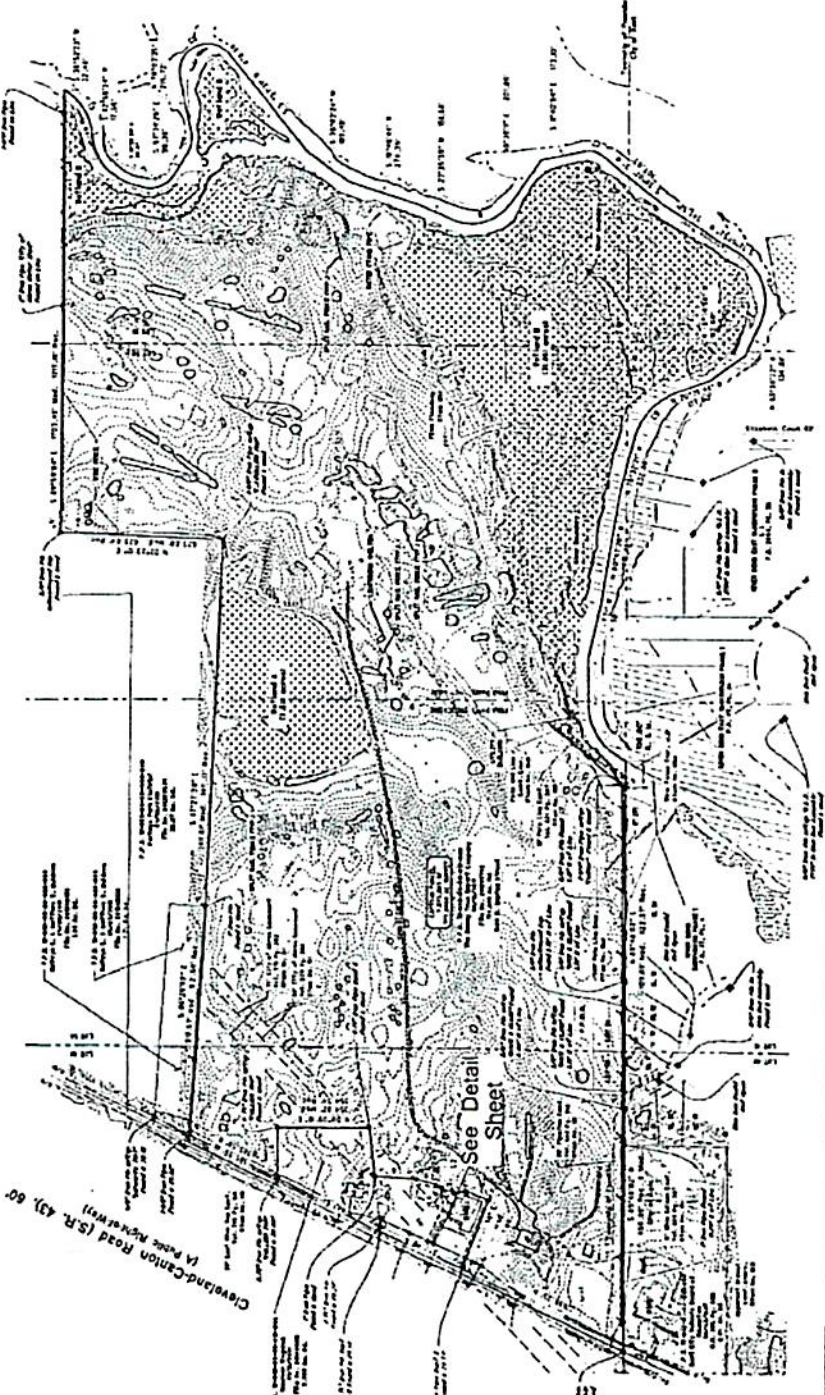
| Lot No. | Area (Ac.) | Owner    |
|---------|------------|----------|
| 101     | 3.12       | ALTANSPS |
| 102     | 3.15       | ALTANSPS |
| 103     | 3.18       | ALTANSPS |
| 104     | 3.21       | ALTANSPS |
| 105     | 3.24       | ALTANSPS |
| 106     | 3.27       | ALTANSPS |
| 107     | 3.30       | ALTANSPS |
| 108     | 3.33       | ALTANSPS |
| 109     | 3.36       | ALTANSPS |
| 110     | 3.39       | ALTANSPS |
| 111     | 3.42       | ALTANSPS |
| 112     | 3.45       | ALTANSPS |
| 113     | 3.48       | ALTANSPS |
| 114     | 3.51       | ALTANSPS |
| 115     | 3.54       | ALTANSPS |
| 116     | 3.57       | ALTANSPS |
| 117     | 3.60       | ALTANSPS |
| 118     | 3.63       | ALTANSPS |
| 119     | 3.66       | ALTANSPS |
| 120     | 3.69       | ALTANSPS |
| 121     | 3.72       | ALTANSPS |
| 122     | 3.75       | ALTANSPS |
| 123     | 3.78       | ALTANSPS |
| 124     | 3.81       | ALTANSPS |
| 125     | 3.84       | ALTANSPS |
| 126     | 3.87       | ALTANSPS |
| 127     | 3.90       | ALTANSPS |
| 128     | 3.93       | ALTANSPS |
| 129     | 3.96       | ALTANSPS |
| 130     | 3.99       | ALTANSPS |
| 131     | 4.02       | ALTANSPS |
| 132     | 4.05       | ALTANSPS |
| 133     | 4.08       | ALTANSPS |
| 134     | 4.11       | ALTANSPS |
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| 138     | 4.23       | ALTANSPS |
| 139     | 4.26       | ALTANSPS |
| 140     | 4.29       | ALTANSPS |
| 141     | 4.32       | ALTANSPS |
| 142     | 4.35       | ALTANSPS |
| 143     | 4.38       | ALTANSPS |
| 144     | 4.41       | ALTANSPS |
| 145     | 4.44       | ALTANSPS |
| 146     | 4.47       | ALTANSPS |
| 147     | 4.50       | ALTANSPS |
| 148     | 4.53       | ALTANSPS |
| 149     | 4.56       | ALTANSPS |
| 150     | 4.59       | ALTANSPS |
| 151     | 4.62       | ALTANSPS |
| 152     | 4.65       | ALTANSPS |
| 153     | 4.68       | ALTANSPS |
| 154     | 4.71       | ALTANSPS |
| 155     | 4.74       | ALTANSPS |
| 156     | 4.77       | ALTANSPS |
| 157     | 4.80       | ALTANSPS |
| 158     | 4.83       | ALTANSPS |
| 159     | 4.86       | ALTANSPS |
| 160     | 4.89       | ALTANSPS |
| 161     | 4.92       | ALTANSPS |
| 162     | 4.95       | ALTANSPS |
| 163     | 4.98       | ALTANSPS |
| 164     | 5.01       | ALTANSPS |
| 165     | 5.04       | ALTANSPS |
| 166     | 5.07       | ALTANSPS |
| 167     | 5.10       | ALTANSPS |
| 168     | 5.13       | ALTANSPS |
| 169     | 5.16       | ALTANSPS |
| 170     | 5.19       | ALTANSPS |
| 171     | 5.22       | ALTANSPS |
| 172     | 5.25       | ALTANSPS |
| 173     | 5.28       | ALTANSPS |
| 174     | 5.31       | ALTANSPS |
| 175     | 5.34       | ALTANSPS |
| 176     | 5.37       | ALTANSPS |
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| 178     | 5.43       | ALTANSPS |
| 179     | 5.46       | ALTANSPS |
| 180     | 5.49       | ALTANSPS |
| 181     | 5.52       | ALTANSPS |
| 182     | 5.55       | ALTANSPS |
| 183     | 5.58       | ALTANSPS |
| 184     | 5.61       | ALTANSPS |
| 185     | 5.64       | ALTANSPS |
| 186     | 5.67       | ALTANSPS |
| 187     | 5.70       | ALTANSPS |
| 188     | 5.73       | ALTANSPS |
| 189     | 5.76       | ALTANSPS |
| 190     | 5.79       | ALTANSPS |
| 191     | 5.82       | ALTANSPS |
| 192     | 5.85       | ALTANSPS |
| 193     | 5.88       | ALTANSPS |
| 194     | 5.91       | ALTANSPS |
| 195     | 5.94       | ALTANSPS |
| 196     | 5.97       | ALTANSPS |
| 197     | 6.00       | ALTANSPS |
| 198     | 6.03       | ALTANSPS |
| 199     | 6.06       | ALTANSPS |
| 200     | 6.09       | ALTANSPS |

**GENERAL CURVE TABLE**

| Station | Length | Radius  | Chord  | Center Station | Delta  |
|---------|--------|---------|--------|----------------|--------|
| 10+00   | 100.00 | 1000.00 | 100.00 | 10+00          | 180.00 |
| 10+50   | 100.00 | 1000.00 | 100.00 | 10+50          | 180.00 |
| 11+00   | 100.00 | 1000.00 | 100.00 | 11+00          | 180.00 |
| 11+50   | 100.00 | 1000.00 | 100.00 | 11+50          | 180.00 |
| 12+00   | 100.00 | 1000.00 | 100.00 | 12+00          | 180.00 |
| 12+50   | 100.00 | 1000.00 | 100.00 | 12+50          | 180.00 |
| 13+00   | 100.00 | 1000.00 | 100.00 | 13+00          | 180.00 |
| 13+50   | 100.00 | 1000.00 | 100.00 | 13+50          | 180.00 |
| 14+00   | 100.00 | 1000.00 | 100.00 | 14+00          | 180.00 |
| 14+50   | 100.00 | 1000.00 | 100.00 | 14+50          | 180.00 |
| 15+00   | 100.00 | 1000.00 | 100.00 | 15+00          | 180.00 |
| 15+50   | 100.00 | 1000.00 | 100.00 | 15+50          | 180.00 |
| 16+00   | 100.00 | 1000.00 | 100.00 | 16+00          | 180.00 |
| 16+50   | 100.00 | 1000.00 | 100.00 | 16+50          | 180.00 |
| 17+00   | 100.00 | 1000.00 | 100.00 | 17+00          | 180.00 |
| 17+50   | 100.00 | 1000.00 | 100.00 | 17+50          | 180.00 |
| 18+00   | 100.00 | 1000.00 | 100.00 | 18+00          | 180.00 |
| 18+50   | 100.00 | 1000.00 | 100.00 | 18+50          | 180.00 |
| 19+00   | 100.00 | 1000.00 | 100.00 | 19+00          | 180.00 |
| 19+50   | 100.00 | 1000.00 | 100.00 | 19+50          | 180.00 |
| 20+00   | 100.00 | 1000.00 | 100.00 | 20+00          | 180.00 |

**GENERAL LINE TABLE**

| Station | Length | Bearing    | Delta |
|---------|--------|------------|-------|
| 10+00   | 100.00 | S 89.97° E | 90.00 |
| 10+50   | 100.00 | S 89.97° E | 90.00 |
| 11+00   | 100.00 | S 89.97° E | 90.00 |
| 11+50   | 100.00 | S 89.97° E | 90.00 |
| 12+00   | 100.00 | S 89.97° E | 90.00 |
| 12+50   | 100.00 | S 89.97° E | 90.00 |
| 13+00   | 100.00 | S 89.97° E | 90.00 |
| 13+50   | 100.00 | S 89.97° E | 90.00 |
| 14+00   | 100.00 | S 89.97° E | 90.00 |
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| 15+00   | 100.00 | S 89.97° E | 90.00 |
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| 18+00   | 100.00 | S 89.97° E | 90.00 |
| 18+50   | 100.00 | S 89.97° E | 90.00 |
| 19+00   | 100.00 | S 89.97° E | 90.00 |
| 19+50   | 100.00 | S 89.97° E | 90.00 |
| 20+00   | 100.00 | S 89.97° E | 90.00 |



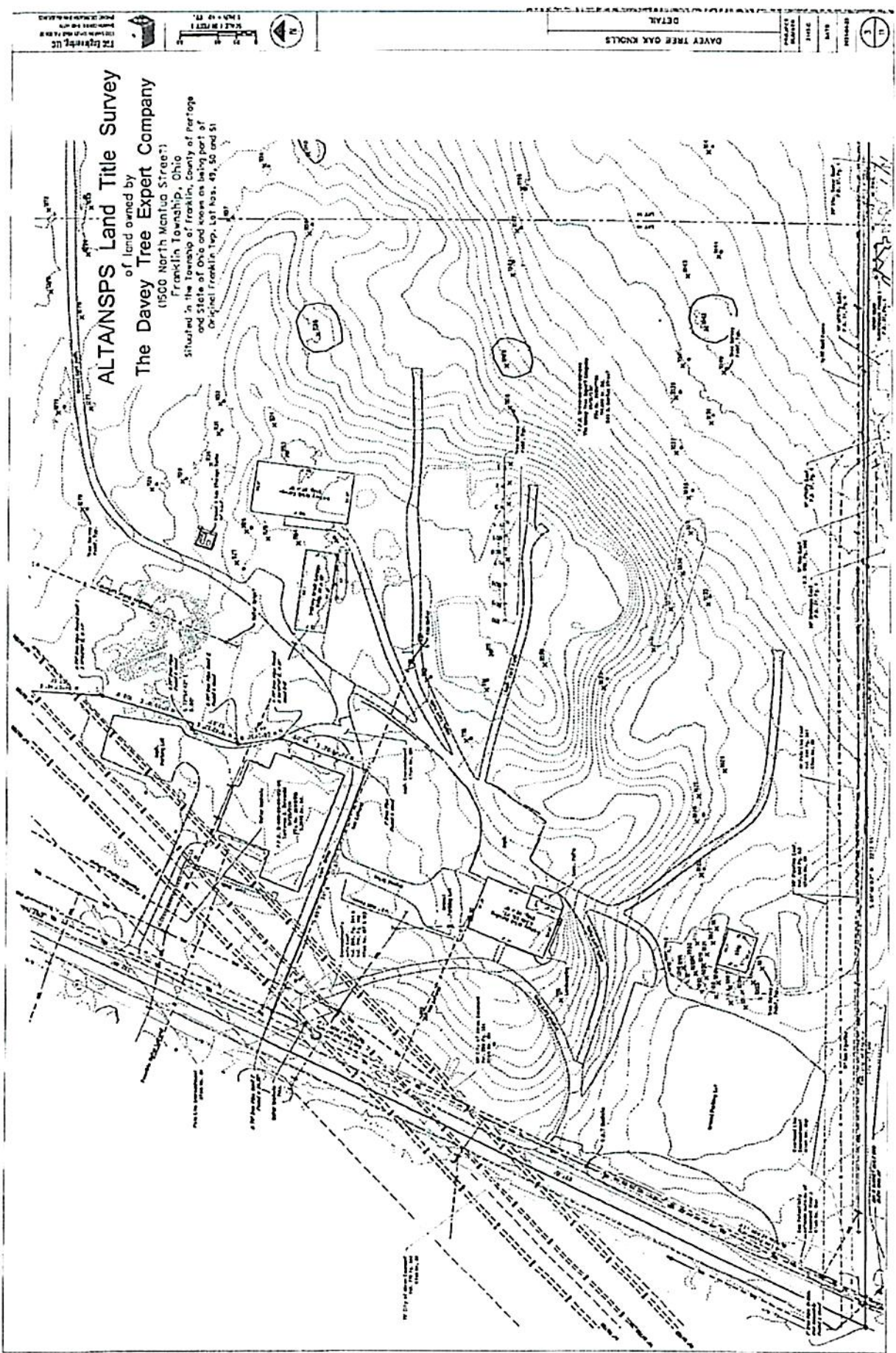


EXHIBIT C

**ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is made and entered into on or as of the 22nd day of March, 2022 (the "Effective Date" herein) by and between the Board of Trustees of Franklin Township, the legislative authority of and for Franklin Township, a political subdivision duly organized and validly existing under the laws of the State of Ohio ("Township" or "Franklin" herein), and the Council of the City of Kent, Ohio, the legislative authority of and for the City of Kent, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the State of Ohio ("City" or "Kent" herein, collectively with the Township, the "Parties" and each a "Party" hereto).

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other within Portage County, Ohio ("County" herein); and

WHEREAS, the Township and City have cooperated in numerous matters in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, Davey Tree Expert Company ("Davey" or "Petitioner") purchased Permanent Parcel No. 12-049-00-00-012-000, 6700 State Route 43, (the "Annexation Parcel") with the intention of using the Annexation Parcel as a research and development site. The Annexation Parcel is currently located in Franklin Township. Davey has expressed a desire to annex the Annexation Parcel into the City by following the annexation procedure, commonly known as Expedited Type 1 Annexation, as set forth in Sections 709.021 and 709.022 of the Ohio Revised Code; and

WHEREAS, in order for the Annexation Parcel to be annexed into the City through the Expedited Type 1 Annexation procedure, the City and Township must enter into either an annexation agreement or a cooperative economic development agreement ("CEDA"); and

WHEREAS, this Annexation Agreement is authorized under the provisions of Section 709.192 of the Ohio Revised Code and other applicable laws of the State of Ohio, and has been approved by the respective legislative authority of both Parties.

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties covenant and agree as follows:

**ARTICLE 1  
PROCEDURE**

**Section 1.1. Procedure.** The Parties agree and consent to the following procedure:

- a. The Petitioner will file an annexation petition to annex the Annexation Parcel into the City in compliance with the provisions of the Expedited Type I annexation procedure contained in Sections 709.021 and 709.022 of the Ohio Revised Code.

- b. Immediately upon the City's acceptance of the Annexation Parcel into its municipal boundaries, the City will petition the Board of County Commissioners to exclude the Annexation Parcel from the Township pursuant to R.C. 503.07.

The Parties agree that upon completion of this procedure, the Annexation Parcel shall be treated and viewed as a part of the City for all purposes, and as such the Annexation Parcel will no longer remain subject to the Township's real property taxes or other tax levies.

**Section 1.2. Cooperative Efforts, Consent, and No Objections to Procedure.** The Parties shall cooperate in good faith to facilitate the completion of the procedure described in this Article. Consistent with the Parties' good faith efforts in that regard, each Party agrees to refrain from taking any action that would directly or indirectly delay the procedure described in this Article. For the avoidance of doubt, Township and City both expressly consent to, and affirmatively agree that they shall not file objections related to, the Petitioners petition for annexation of the Annexation Parcel into the City and/or the City's exclusion of the Annexation Parcel from the Township, as set forth in this Article.

## ARTICLE 2 SERVICES TO THE ANNEXATION PARCEL

**Section 2.1. Contribution of Services.** Upon completion of the procedure set forth in Article 1, the City shall furnish to the Annexation Parcel all of the customary governmental services furnished by the City to other areas of the City including, but not limited to, public utilities (water and sewer), street maintenance, police, fire, and Emergency Medical Technician resources.

The Parties further agree that, upon completion of the procedure set forth in Article 1, the Township shall have no obligation to provide any governmental services to the Annexation Parcel.

## ARTICLE 3 REIMBURSEMENT AND REVENUE SHARING

**Section 3.1. Reimbursement and Revenue Sharing.** In consideration of the mutual promises contained herein and the Township's consent to the procedure set forth herein, the City shall reimburse the Township as follows:

- a. Reimbursement of real property taxes foregone as a result of annexation for the period of time between approval of Petitioner's annexation petition and when a certificate of occupancy is issued and income taxes begin to be collected. For context, the Parties understand that the amount of real property taxes that the Township would have received for 2020 on the Annexation Parcel, paid in 2021, was \$5,228.07. The Petitioner anticipates being fully operational on the Annexation Parcel in the second half of 2025.

- b. From the first full year that income taxes begin to be collected on the Annexation Parcel (likely 2026 tax year) and for the next nine years thereafter (for a total of ten years), City will reimburse Township an amount equal to forty five percent (45%) of the gross amount of income taxes actually collected by City from the net profits of any business located on and from persons working on the Annexation Parcel. Applying this formula to the estimates provided by Petitioner, the Parties estimate the annual sum paid by City to Township will be approximately \$22,500.00.

#### **ARTICLE 4 TERM OF AGREEMENT**

**Section 4.1. Term.** The obligations set forth within this Agreement shall terminate upon City's completion of the reimbursement obligations set forth in Article 3, except that the Parties' continued consent to the annexation of the Annexation Parcel into the City and the Annexation Parcel's exclusion from the Township shall survive in perpetuity.

#### **ARTICLE 5 GENERAL PROVISIONS**

**Section 5.1. Support of Agreement.** In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

**Section 5.2. Signing Other Documents.** The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

**Section 5.3. Dispute Resolution.** In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute prior to any party filing a lawsuit.

**Section 5.4. Default.** A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have thirty (30) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both, or may pursue such other remedies as may be available.

**Section 5.5. Character of Payments.** Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between any Parties. No payments to be made

under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

**Section 5.6. Amendments.** This Agreement may be amended only by a writing approved by the legislative authorities of all of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

**Section 5.7. Immunities Preserved.** By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under O.R.C. Chapter 2744.

**Section 5.8. No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

**Section 5.9. Powers Preserved.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to Township under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

**Section 5.10. Beneficiaries.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

**Section 5.11. Agreement.** The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

**Section 5.12. Liberal Construction.** The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into Annexation Agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

**Section 5.13. Notices.** All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at: Franklin Township Board of Trustees  
Attention: Township Administrator  
218 Gougler Ave.  
Kent, OH 44240

(b) The City at: City of Kent  
Attention: City Manager  
301 S. Depeyster Street  
Kent, OH 44240

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

**Section 5.14. Captions and Headings.** The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

**Section 5.15. Counterparts.** This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

**Section 5.16. Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Portage County, Ohio.

**IN TESTIMONY WHEREOF,** the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date first set forth above.

[Signature Page to follow]

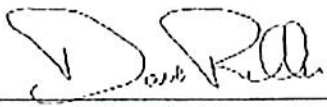
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ATTEST:

THE CITY OF KENT,  
PORTAGE COUNTY, OHIO

  
\_\_\_\_\_  
Council Clerk

By:   
\_\_\_\_\_  
Dave Ruller, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Hope Jones, Law Director

ATTEST:

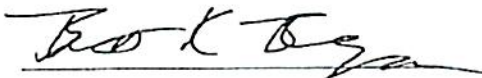
FRANKLIN TOWNSHIP  
PORTAGE COUNTY, OHIO

  
\_\_\_\_\_  
Scott Swan, Franklin Twp. Trustee

  
\_\_\_\_\_  
Kellie Kapusta, Franklin Twp. Trustee

  
\_\_\_\_\_  
Glenn Russell, Franklin Twp. Trustee

APPROVED AS TO FORM:

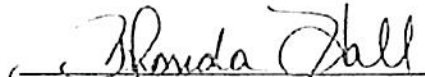
  
\_\_\_\_\_

Brett R. Benzze, Assistant Prosecutor

(04055033 - 1)

**FISCAL OFFICER CERTIFICATION**

The undersigned Director of Finance of the City of Kent, Ohio hereby certifies that the moneys required to meet the financial obligations of the City under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from encumbrances.

  
Rhonda Hall, Director of Finance  
City of Kent

I, Lisé S. Russell, Fiscal Officer of Franklin Township, Portage County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Annexation Agreement between the Franklin Township, Portage County, Ohio Board of Trustees and the Council of the City of Kent, Ohio for parcel 12-049-00-00-012-000 located at 6700 State Route 43 in Kent Ohio.



Lisé S. Russell, Fiscal Officer, Franklin Township, Portage County Ohio

Date June 15, 2022

NOTARY:

Sworn to and subscribed in my presence this 15<sup>th</sup> day of June, 2022 in Portage County, State of Ohio.

Signature of Notary Public Barbara A. Ruonavaara

My commission expires 1.26.27

BARBARA A. RUONAVAARA  
Notary Public - State of Ohio  
My Commission Expires Jan. 26, 2027

**RESOLUTION NO. 22-0422 - RE: IN THE MATTER OF GRANTING AN EXPEDITED TYPE 1 ANNEXATION OF 174.828 ACRES FROM FRANKLIN TOWNSHIP TO THE CITY OF KENT, DAVEY TREE EXPERT COMPANY, AGENT FOR PETITIONER: DAN A. JOY**

**WHEREAS,** a petition for the annexation of 174.828 acres, from Franklin Township to the City of Kent, was filed with the Clerk of Board of Commissioners of Portage County, Ohio on June 22, 2022 by Steven J. Davis, from Thompson Hine LLP, on behalf of the petitioner Dan Joy, Vice President of The Davey Tree Expert Company; and

**WHEREAS,** said petition was filed as an Expedited Type 1 Annexation, along with an Annexation Agreement dated March 22, 2022, between the Board of Trustees of Franklin Township and the Council of the City of Kent, Ohio; and

**WHEREAS,** said the petition was submitted as an Expedited Type 1 Annexation, and along with the Annexation Agreement, requires no hearing; and

**WHEREAS,** the petition has been signed by all owners, a map and legal description were received along with the name of the Statutory Agent and an Annexation Agreement; now therefore be it

**RESOLVED,** by the Board of Commissioners of Portage County, Ohio, that upon review of the documents submitted, the following findings are made:

1. The Petition contains the signatures of all the property owners in the territory to be annexed.
2. The Petition contains an accurate legal description of the perimeter of the territory proposed to be annexed.
3. The Petition contains an accurate map of the territory proposed to be annexed.
4. The Petition contains the name of the person acting as Statutory Agent for the petitioners.
5. Filed with the Petition is a list of all the tracts, lots or parcels in the territory proposed to be annexed together with all the tracts, lots or parcels located adjacent to the territory to be annexed or directly across the road, including the name and mailing address of each owner and the permanent parcel number of each parcel.
6. Filed with the Petition is an Annexation Agreement between the City of Kent and the Board of Trustees of Franklin Township; and be it further

**RESOLVED,** upon the findings that all of the conditions of annexation as contained in Revised Code Section 709.022 have been met, the Petition as presented is granted, incorporating the Annexation Agreement between the City of Kent and the Board of Trustees of Franklin Township.

- A. Herein the annex area will not be excluded from the Township.
- B. The Clerk is directed to enter the resolution upon the journal of the Board and send a certified copy of the record (including resolution, petition, the map and all other papers on file) to the Clerk of the City of Kent, Franklin Township Trustees, Regional Planning Commission, Portage County Engineer, Portage County Tax Map, Portage County Prosecutor's Office, Portage County Board of Elections, Portage County Water Resources, Portage County Recorder's Office, Portage County Building Department and the Portage County Auditor's Office; and be it further

**RESOLVED,** that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea;                      Sabrina Christian-Bennett, Yea;                      Anthony J. Badalamenti, Yea;

I, Clerk of the Board of County Commissioners do hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Portage County Commissioners, duly adopted June 30, 2022, and appearing upon the official records of said Board, Volume 98.

  
\_\_\_\_\_  
Clerk, Portage County Board of Commissioners



Board of Commissioners

Sabrina Christian-Bennett, President  
Anthony J. Badalamenti, Vice President  
Vicki A. Kline, Board Member

**Annexation: Type 1 Expedited – Davey Tree  
Franklin Township to the City of Kent**

June 21, 2022

Thompson Hine, LLP Check No. 190765, dated May 27, 2022, was received on June 21, 2022, in the amount of \$225.00 as required by the Commissioners' Resolution.

**Expenses:**

- No Advertisement costs due to Type 1 Expedited Annexation.
- Copies of the resolution approving the Type 1 Expedited Annexation were sent to all parties via email.

**Total Expenses incurred: \$0.00**

Check No. 190765 dated May 27, 2022, from Thompson Hine was returned to Thompson Hine, 10050 Innovation Drive, Suite 400, Dayton, Ohio 45342 on July 5, 2022.

Thank you.

A handwritten signature in blue ink that reads "Amy Hutchinson".

Amy Hutchinson, Clerk  
Portage County Commissioners' Office





Board of Commissioners

Sabrina Christian-Bennett, President  
Anthony J. Badalamenti, Vice President  
Vicki A. Kline, Board Member

July 5, 2022

Mr. Steven J. Davis  
Thompson Hine, LLP  
10050 Innovation Drive  
Suite 400  
Dayton, Ohio 45342

RE: Type 1 Expedited Annexation

Dear Mr. Davis,

I am returning Thompson Hine Check No. 190765, dated May 27, 2022, for the annexation petition filing fee as no expenses were incurred.

If you have any questions, please feel free to contact me at (330) 297-3600.

Thank you.

PORTAGE COUNTY COMMISSIONERS' OFFICE

A handwritten signature in cursive script that reads "Amy Hutchinson".

Amy Hutchinson  
Clerk







Thompson Hine LLP  
 Discovery Place  
 10050 Innovation Drive Suite 400  
 Dayton, OH 45342-4934

KEY BANK  
 Dayton, Ohio

190765

56-29/422

Date: May 27, 2022

PAY Two hundred twenty-five and 00/100\*\*\*\*\* \$\*\*\*225.00\*\*\*

TO  
 THE  
 ORDER  
 OF

Portage County Board of Commissioners

Second signature required on checks over \$5,000

Memo



⑈0000 190765⑈ ⑆04 2 200 295⑆ 800772332⑈

Vendor ID: PORTAGEC Payee: Portage County Board of Commissioners

Check #: DAYI-190765

Check Date: 05/27/2022

| <u>Invoice Num</u> | <u>Invoice Date</u> | <u>Reference</u> | <u>Invoice Description</u>       | <u>Payment Amt</u> |
|--------------------|---------------------|------------------|----------------------------------|--------------------|
| FILING-052722      | 05/27/2022          |                  | Filing Fee - Annexation Petition | \$225.00           |
| A/P Total:         |                     |                  |                                  | \$225.00           |