

ORDINANCE NO. 2024 - 114

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACCEPT THE DIRECTOR'S DEED FROM THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR A REMNANT PARCEL OF LAND THAT WAS CREATED WITH THE CONSTRUCTION OF SR 261 AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent desires to accept the Director's Deed from the Ohio Department of Transportation for a remnant parcel of land that was created with the construction of SR261 and is described as Parcel No. 56-WD; and

WHEREAS, ODOT has no planned use for the remnant parcel and the transfer of the property to the City will allow us to legally maintain the cul-de-sac on Burnett Road.

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

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to accept the Director's Deed from the Ohio Department of Transportation for a remnant parcel of land and is more fully described in Exhibit "A" attached hereto and incorporated herein.

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, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: November 20, 2024
Date

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

EFFECTIVE: November 20, 2024
Date

ATTEST: Kathleen Coleman
Kathleen Coleman
Interim Clerk of Council

I, KATHLEEN COLEMAN, INTERIM 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. 2024-114, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON November 20, 2024.

(SEAL)

Kathleen Coleman
KATHLEEN COLEMAN
INTERIM CLERK OF COUNCIL

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

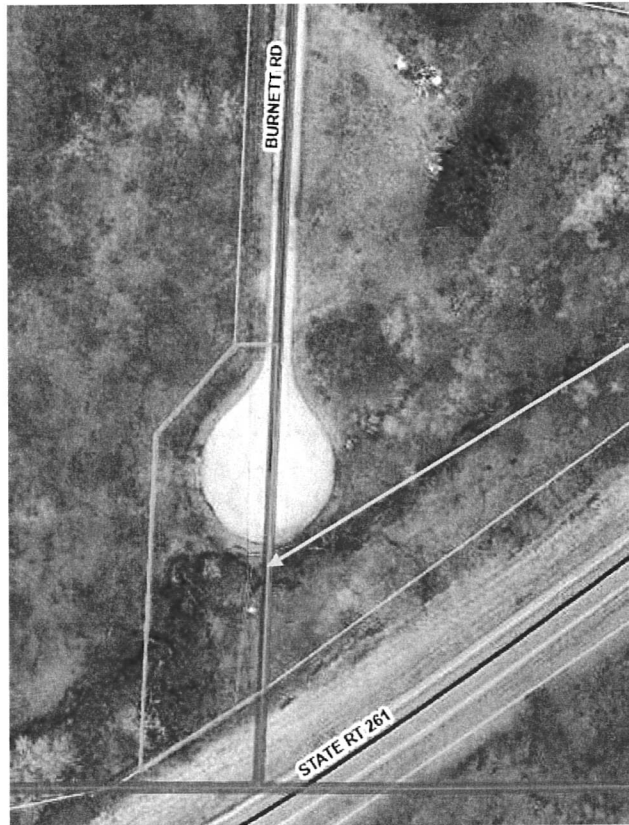
TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *JB*

DATE: October 14, 2024

RE: Burnett Road Director's Deed

The Service Department is seeking City Council's time to request their approval to accept the attached Director's Deed from the Ohio Department of Transportation. The Deed is for a remnant parcel of land that was created with the construction of SR 261. The remnant parcel (shown below) contains the portion of the cul-de-sac on Burnett Road that is in the City of Kent. The transfer of this parcel via Director's Deed will allow us to legally maintain the cul-de-sac.



Remnant Parcel to be transferred

C: Melanie Baker
Hope Jones
Sandy Lance

Director's Deed

STATE OF OHIO DEPARTMENT OF TRANSPORTATION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, in connection with the maintenance and construction of the state highway system within City of Kent, Portage County, Ohio, the State of Ohio, Department of Transportation, acquired via a Warranty Deed the fee title of the following parcel(s):

<u>GRANTOR</u>	<u>PARCEL NO.</u>	<u>VOLUME</u>	<u>PAGE</u>
Tri-County Investment Company	Parcel 56-WD Por-261-0.00	Volume 870,	Page 13 Portage County Recorder

WHEREAS, the Director of Transportation, after consulting with the Director of Natural Resources, has determined that the property described in Exhibit A ["Premises"] is not needed by the State of Ohio for highway or recreation purposes; and

WHEREAS, the Director of Transportation, State of Ohio, has determined that the City of Kent is a City eligible under R.C. 5501.45? and therefore eligible under Section 5501.45 of the Ohio Revised Code to have the Premises conveyed to it upon such consideration as may be determined by the Director of Transportation to be fair and reasonable without competitive bidding; and

WHEREAS, the Director of Transportation has entered into a certain contract with the City of Kent for the sale and purchase of the Premises; and

WHEREAS, the Director of Transportation has determined that the City of Kent has fulfilled its obligations under the above-mentioned contract for the sale and purchase of the Premises; and

NOW THEREFORE, the State of Ohio, by Jack Marchbanks, Ph.D., Director of Transportation, pursuant to the provisions of Section 5501.45 the Ohio Revised Code, for the consideration specified in the above mentioned contract for the sale and purchase of the Premises and the agreements and exceptions and/or reservations contained herein, the receipt of which is hereby acknowledged, does hereby release and forever Quitclaim unto the City of Kent, its successors and assigns forever, the Grantee herein, all of the rights, titles and interests the State of Ohio may have in and over the Premises more particularly described in Exhibit A attached hereto.

PROVIDED, HOWEVER, Grantor hereby reserves unto itself, its successors and assigns, any and all of the oil and gas and their constituents, sulfur, coal, lignite, uranium, and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently in or under the premises described in Exhibit A. The within reservation of the aforesaid materials and minerals pertains to the exclusive right to execute any and all oil and gas leases and any other mineral leases or other contractual arrangements whereby the right of exploring, mining, removing and marketing of the hereinabove reserved minerals could be transferred by Grantor to third parties, and the within reservation also pertains to the exclusive right to receive any and all bonuses, royalties, shut-in and/or delayed marketing payments and any other types of rental or lease payments associated with any of the aforementioned leases or other contractual arrangements with third parties; together with the ownership of any future reversionary oil and gas and their constituents, and other mineral rights, in total, upon the expiration of any such lease or other contractual arrangement with third parties. The foregoing reservation does not include a right to enter upon or use the surface of the premises described in Exhibit A.

IT IS PROVIDED FURTHER THAT the within grant and conveyance to the above-named Grantee is specifically conditioned upon and subject to the following rights of reversion hereby reserved by Grantor:

A. CONTINUED PUBLIC USE

If Grantee should ever fail to use the Premises for a public purpose, then and in that event Grantee shall be divested forthwith of all of the Premises conveyed by these presents, and thereupon all of the rights, titles and interests conferred upon and vested in Grantee by this conveyance shall revert immediately to the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation.

B. NON-DISCRIMINATION

By accepting the within conveyance, Grantee for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof does hereby covenant and agree that:

- (1) No person on the grounds of race, color, national origin, sex, age, disability, low-income status or limited English proficiency shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the above described property.
- (2) In the construction of any improvements on, over, or under the above described property and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, disability, low-income status or limited English proficiency shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.
- (3) The above described property shall be used in a manner that at all times is in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (4) In the event that any of the above nondiscrimination covenants is breached, the State of Ohio, Department of Transportation, shall have the unfettered right to re-enter the above described property, and said property will thereupon revert to and vest in and become the absolute property of the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation.
- (5) All of the foregoing nondiscrimination covenants shall be and are covenants running with the land.

IN TESTIMONY WHEREOF, I, Gery Noirot, P.E., the duly authorized representative of Jack Marchbanks, Ph.D., Director of Transportation, pursuant to the provisions of Section 5501.45 of the Ohio Revised Code, for and in the name of the State of Ohio, have signed this instrument at Akron, Ohio, on this the 17th day of May, 2024.

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION



JACK MARCHBANKS, PH.D., Director

By: Gery Noirot, P.E.

STATE OF OHIO, COUNTY OF SUMMIT SS:

BE IT REMEMBERED, that on this the 17th day of May, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Gery Noirot, P.E., the duly authorized representative of Jack Marchbanks, Ph.D., Director of Transportation, who acknowledged the foregoing instrument to be the voluntary act and deed of the State of Ohio, Department of Transportation. No oath or affirmation was administered to Gery Noirot, P.E. with regard to the notarial act.

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



Kristin N. Bergdorf
Resident Summit County
Notary Public, State of Ohio
My Commission Expires:

Kristin Bergdorf
NOTARY PUBLIC
My Commission expires: 4/10/2026

This form RE 74-08 was updated to conform to new notarial language requirements as per Revised Code 147.542.

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

DEED OF CORRECTION
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

TRI-COUNTY INVESTMENT COMPANY, A PARTNERSHIP AKA THE TRI-COUNTY INVESTMENT COMPANY A
That TRI-COUNTY INVESTMENT CO., consisting of JOHN ORESKOVICH, CHARLES I. POULSEN, RICHARD
WHITE, JOSEPH DELMEDICO and ENGELA DELMEDICO (admitted as one (1) partner and
BURTON D. MORGAN, being all the partners

hereinafter referred to as the grantor (as used herein, Grantor includes the plural and words in the masculine in-
cludes the feminine) in consideration of the sum of ONE THOUSAND THREE HUNDRED ONE AND NO/ 100 -----

----- Dollars (\$ 1,301.00 -----)
to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant,
bargain, sell and convey to the said Grantee, its successors and assigns forever, the following described real estate:

Situated in the Township of Franklin, County of Portage, State of
Ohio, and in ~~Section~~ Lot 3, Town 3-N, Range 9-W, and bounded and described as follows:

PARCEL NO. 56-WD

Being a parcel of land lying on the left side of the centerline of a survey, made by the Depart-
ment of Highways, and recorded in Book 19, Page 14-16, of the records of Portage County
and being located within the following described points in the boundary thereof:

Commencing at the intersection of existing Summit Road (C.H. 148) with existing
Burnett Road (C.H. 95); thence S. 03° 11' 30" W., along the existing centerline of Burnett
Road (C.H. 95), a distance of 1265.44 feet to a point on a proposed northerly limited
access line of S.R. 261, the place of beginning of this conveyed parcel; thence S. 61°
07' 16" W., along said limited access line, a distance of 97.56 feet to a point; thence
N. 03° 11' 30" E., along a proposed westerly right of way line of Burnett Road, a distance
of 227.19 feet to a point; thence continue along said westerly right of way, bearing
N. 42° 12' 08" E., a distance of 83.69 feet to a point on the existing westerly right
of way of Burnett Road; thence S. 86° 48' 30" E., a distance of 30.00 feet to a point
on the centerline of existing Burnett Road; thence S. 03° 11' 30" W., along said centerline,
same being the grantor's easterly property line, a distance of 240.42 feet to the place
of beginning, containing 0.46 acre of land, of which 0.29 acre is to be acquired, and
0.17 acre is within the existing highway right of way.

Grantor retains the rights of ingress and egress to existing Burnett Road (north)
via Cul-de-sac.

Description for the above parcel is based on a survey made by Clifton M. Newhall,
Registered Surveyor Number 2684.

THIS IS A DEED OF CORRECTION TO CORRECT VARIOUS BEARINGS AND DISTANCES FOR DEED
PREVIOUSLY RECORDED IN VOLUME 843 PAGE 567 PER RE-ESTABLISHMENT TO BRIMFIELD-FRANKLIN
TOWNSHIP LINE BY COUNTY ENGINEER.

NO TRANS
O. K. MAP DEPT. *
Date 6-8-71 CS
KENT 3 SL 7.1
.46

Grantor claims title by instrument(s) of record in D.B. 807 Page 404 Portage County Recorder's
Office. 807 400

TO HAVE AND TO HOLD the real estate with all the rights, privileges and appurtenances thereto belonging to
the Grantee, its successors and assigns forever.

And the said grantor, for himself and his heirs, executors, administrators and assigns does hereby covenant
with the said Grantee, its successors and assigns, that he is the true and lawful owner of the said premises, and has
full power to convey the same; and that the title so conveyed is free and clear from all liens and encumbrances
whatsoever, EXCEPT ZONING ORDINANCES AND UTILITY EASEMENTS OF RECORD

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824 113
820 508
812 187
812 160
810 39
807 404
807 400

3 JUN 30 1971

and further, that he does Warrant ar will Defend the same against all claims all persons whomsoever.

IN WITNESS WHEREOF, the said grantor, who hereby releases all right and expectance of dower herein, has hereunto set his hand this 7TH day of January, 1971.

TRI-COUNTY INVESTMENT COMPANY, A PARTNERSHIP
aka THE TRI-COUNTY INVESTMENT COMPANY
TRI-COUNTY INVESTMENT CO.

aka BY JOHN ORESKOVICH, a Partner
aka

Paul J. Favalon }
Stankin M. Kline }
Paul J. Favalon }
Stankin M. Kline }
BY CHARLES I. POULSEN, a Partner

BY RICHARD K. WHITE, a Partner

STATE OF OHIO, COUNTY Summit, ss.

BE IT REMEMBERED, That on this 7TH day of January, 1971, before me the subscriber, a Notary Public in and for said county, personally came the above named

Charles I. Poulsen and Richard K. White

and acknowledged the signing of the foregoing deed to be their 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.

STATE OF OHIO, COUNTY Summit, ss. My commission has no expiration date SECTION 147.03 R.C.

BE IT REMEMBERED, That on this 15TH day of January, 1971, before me the subscriber, a Notary Public in and for said county, personally came the above named

John Oreskovic

and acknowledged the signing of the foregoing deed 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.

STATE OF OHIO, COUNTY, ss. My commission has no expiration date SECTION 147.03 R.C.

BE IT REMEMBERED, That on this day of before me the subscriber, a Notary Public in and for said county, personally came the above named

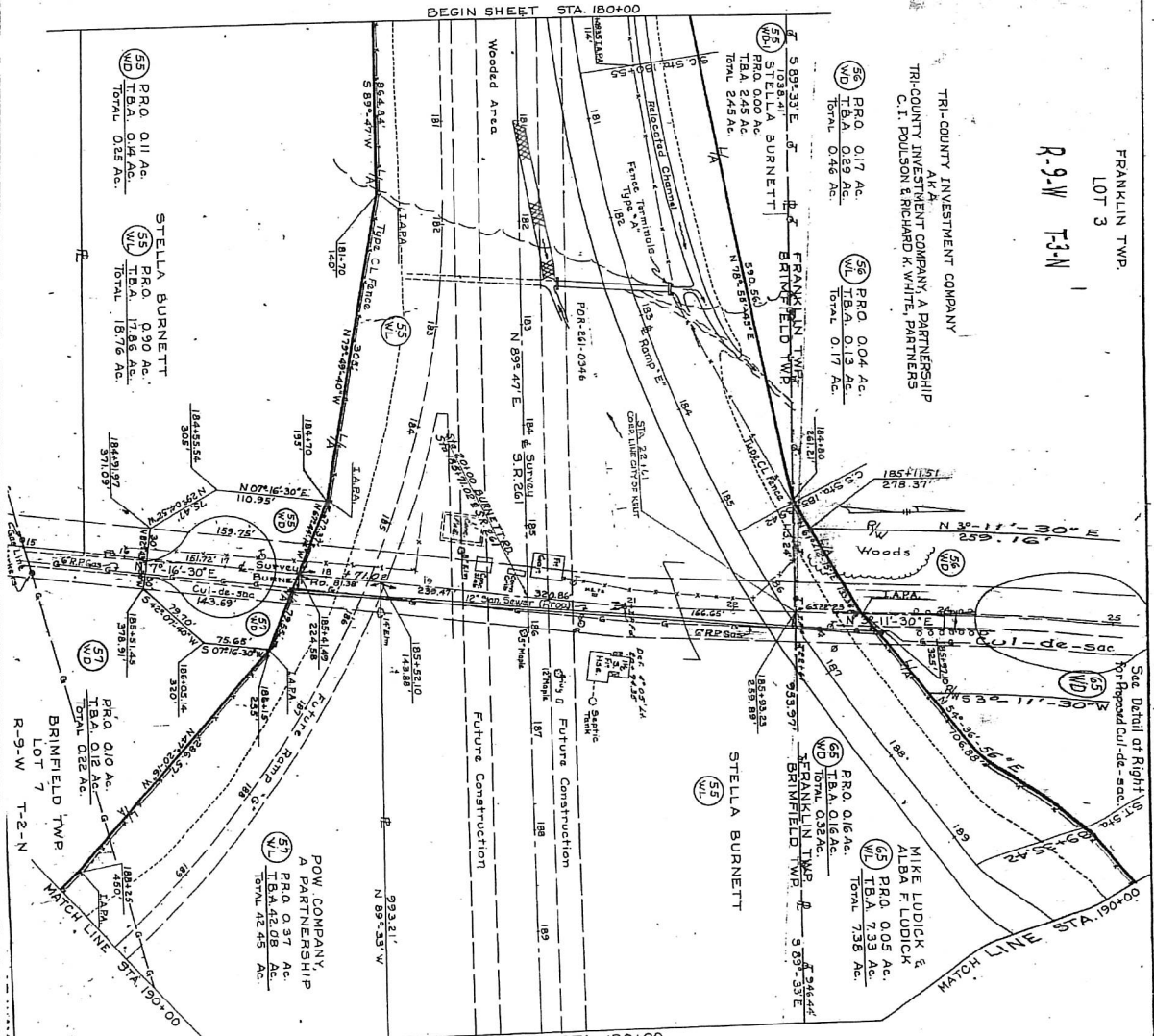
and acknowledged the signing of the foregoing deed to be voluntary act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

This instrument prepared by F. H. Strahl for the State of Ohio, Dept. of Highways

DEED OF CORRECTION
WARRANTY DEED FROM O.P.W.
TRI-COUNTY INVESTMENT COMPANY, a Partnership aka THE TRI-COUNTY INVESTMENT COMPANY aka TRI-COUNTY INVESTMENT CO.
Address: 14 Whitehall Drive Tallmadge, Ohio 44278
TO THE STATE OF OHIO
S. R. 261 County Portage
Section 0.00
Parcel No. 56-WD NO TRANSFER
TRANSFERRED 6/7/91, 19
VICTOR BIASSELLA Auditor
Received June 8, 1971
At 9:35 o'clock A.M.
Recorded June 9, 1971
in Portage County
Record of Deeds Vol. 13 Page 13
Lorna Woodruff Recorder
Recorder's Fee \$ 3.50
NOTE
To the County Recorder:
As soon as this deed has been recorded, it should be returned to the Department of Highways, at Ravenna, Ohio 44266
JOSHUA R. SANDS, SUPV.,
R/W ENGINEERING

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LINE #	DATE	CHECKED BY	DATE
1			
2			
3			
4			
5			



FRANKLIN TWP.
LOT 3
R-9-W T-3-N

TRI-COUNTY INVESTMENT COMPANY
A/T/A
TRI-COUNTY INVESTMENT COMPANY, A PARTNERSHIP
C.I. POULSON & RICHARD K. WHITE, PARTNERS

56 PRO 0.17 Ac.
TBA 0.29 Ac.
TOTAL 0.46 Ac.

56 PRO 0.04 Ac.
TBA 0.17 Ac.
TOTAL 0.21 Ac.

55 PRO 0.09 Ac.
TBA 0.18 Ac.
TOTAL 0.27 Ac.

55 PRO 0.30 Ac.
TBA 1.76 Ac.
TOTAL 2.06 Ac.

55 PRO 0.11 Ac.
TBA 0.14 Ac.
TOTAL 0.25 Ac.

55 PRO 0.30 Ac.
TBA 1.76 Ac.
TOTAL 2.06 Ac.

57 PRO 0.10 Ac.
TBA 0.12 Ac.
TOTAL 0.22 Ac.

57 PRO 0.37 Ac.
TBA 4.28 Ac.
TOTAL 4.65 Ac.

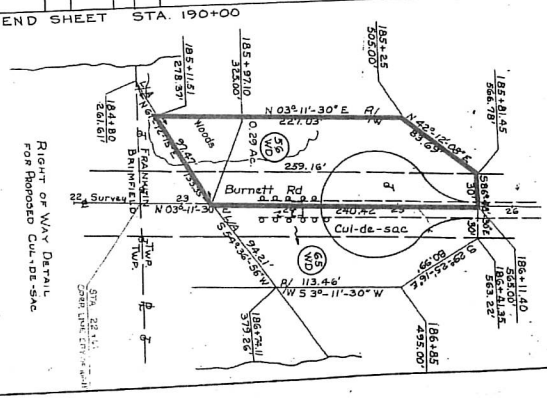
55 PRO 0.16 Ac.
TBA 0.18 Ac.
TOTAL 0.34 Ac.

55 PRO 0.05 Ac.
TBA 7.33 Ac.
TOTAL 7.38 Ac.

FILE NO.	FILE	PROJECT
197		
219		

POR-261-

20
36



607 Fence
1904 LF Type CL
2 Walk Gates Type CL
Completion Date 11/29/28
Added Exp. 95 Wtd. 162,728.81
Change Time & Expense 51,571.00
1904 LF Type CL
2 Walk Gates Type CL
Completion Date 11/29/28
Added Exp. 95 Wtd. 162,728.81
Change Time & Expense 51,571.00

