

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Tara Grimm

FROM: Jon Giaquinto

DATE: 7/7/17

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

Engineering is requesting council time for approval to purchase temporary right of way and permanent right of way, to execute one land purchase contract and to request payments to the following owners. This expense is necessary to obtain right of way and access rights to construct the SR 43 Traffic Improvement Project which is scheduled to start construction in 2018. Attached to this memo is the property map for the project with the affected parcels highlighted.

<u>Property Owner</u>	<u>R/W Plan Number</u>	<u>Take Description</u>	<u>Amount</u>
Anderson Realty, Inc.	5-T	Temporary	\$400
Shirey Enterprises, Inc.	10-T	Temporary	\$1,000
Nemer Properties Ltd.	14-WD	Permanent	\$5,625

In addition, Engineering is requesting council time for approval to purchase the following personal property (signage), to execute two Bill of Sale contracts and to request payments to the following third party personal property owner. This expense is necessary to remove encroachments within the work limits of the project.

<u>Property Owner</u>	<u>R/W Plan Number</u>	<u>Take Description</u>	<u>Amount</u>
Goose 2.5 LP (Bill of Sale to Marc Glassman, Inc.)	2-SH	Marc's Exit Sign	\$2,000
Deville Developments, LLC (Bill of Sale to Marc Glassman, Inc.)	3-SH	Marc's Exit Sign	\$2,000

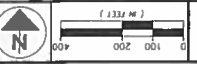
The above values were obtained according to the federal right-of-way acquisition process. This process is required for the city to use Federal Funds. The process includes an appraisal and separate review of the appraisal by appraisers pre-approved by the State DOT. The City will be reimbursed 80% by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

To date, 6 of 23 owners totaling 7 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 Stemnock, HR Director, Jim Silver, Law Director, David Coffee, Budget and Finance Director, Sandy Lance, Law Secretary

**Right of Way Payments
Packet B
7.7.17**

PART OF ORIGINAL BRIMFIELD TOWNSHIP LOT 4
PART OF ORIGINAL FRANKLIN TOWNSHIP
LOTS 6, 7, 12 AND 13, T3N, R3W
CITY OF KENT
COUNTY OF PORTAGE, STATE OF OHIO



PID NO. 93442

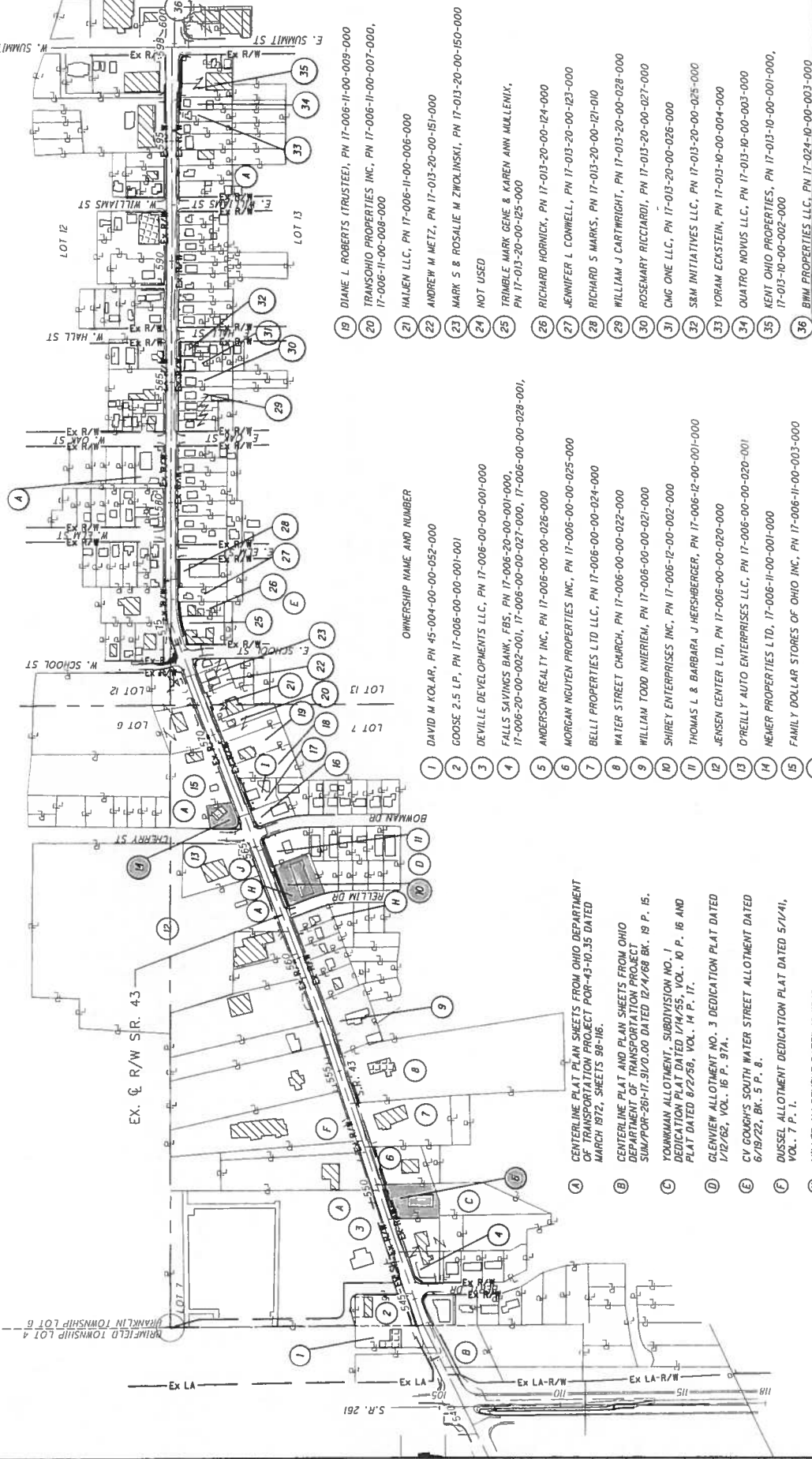
R/W DESIGNER
P58
R/W REVIEWER
RCH

PROPERTY MAP

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, 17-006-00-00-027-000, 17-006-00-00-028-001, ANDERSON REALTY INC, PN 17-006-00-00-026-000
- 5 MORGAN NGUYEN PROPERTIES INC, PN 17-006-00-00-025-000
- 6 BELLI PROPERTIES LTD LLC, PN 17-006-00-00-024-000
- 7 WATER STREET CHURCH, PN 17-006-00-00-022-000
- 8 WILLIAM TODD KNIERIEM, PN 17-006-12-00-021-000
- 9 SHIREY ENTERPRISES INC, PN 17-006-12-00-002-000
- 10 THOMAS L & BARBARA J HERSHBERGER, PN 17-006-12-00-001-000
- 11 JENSEN CENTER LTD, PN 17-006-00-00-020-000
- 12 O'REILLY AUTO ENTERPRISES LLC, PN 17-006-00-00-020-001
- 13 NEMER PROPERTIES LTD, 17-006-11-00-001-000
- 14 FAMILY DOLLAR STORES OF OHIO INC, PN 17-006-11-00-003-000
- 15 1341-1343 S WATER ST LLC, PN 17-006-11-00-013-000
- 16 SOUTHWATER PROPERTIES LLC, PN 17-006-11-00-012-003
- 17 LEONARDO CO LTD, PN 17-006-11-00-010-000
- 18 DIANE L ROBERTS (TRUSTEE), PN 17-006-11-00-009-000
- 19 TRANSOHIO PROPERTIES INC, PN 17-006-11-00-007-000, 17-006-11-00-008-000
- 20 HALEN LLC, PN 17-006-11-00-006-000
- 21 ANDREW M METZ, PN 17-013-20-00-151-000
- 22 MARK S & ROSALIE M ZWOLINSKI, PN 17-013-20-00-150-000
- 23 NOT USED
- 24 TRIMBLE MARK GENE & KAREN ANN MULLENIX, PN 17-013-20-00-125-000
- 25 RICHARD HORNICK, PN 17-013-20-00-124-000
- 26 JEWIFER L CONNELL, PN 17-013-20-00-123-000
- 27 RICHARD S MARKS, PN 17-013-20-00-121-010
- 28 WILLIAM J CARTWRIGHT, PN 17-013-20-00-028-000
- 29 ROSEMARY RICCIARDI, PN 17-013-20-00-027-000
- 30 CNG ONE LLC, PN 17-013-20-00-026-000
- 31 SSM INITIATIVES LLC, PN 17-013-20-00-025-000
- 32 YORAM ECKSTEIN, PN 17-013-10-00-004-000
- 33 QUATRO NOVUS LLC, PN 17-013-10-00-003-000
- 34 KENT OHIO PROPERTIES, PN 17-013-10-00-001-000, 17-013-10-00-002-000
- 35 BMW PROPERTIES LLC, PN 17-024-10-00-003-000

- A CENTERLINE PLAT PLAN SHEETS FROM OHIO DEPARTMENT OF TRANSPORTATION PROJECT POR-43-10-35 DATED MARCH 1972, SHEETS 98-116.
- 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 1/4/55, 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. 37A.
- 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 GLENWILLE ALLOTMENT NO. 3 PLAT 2006-48.
- I S. WATER ST. DEDICATION PLAT DATED 5/17/2014 2014-26.

REV. BY	DATE	DESCRIPTION



RECEIVED
JUN 01 2017
Dept. of Public Service

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

LETTER OF TRANSMITTAL

TO: City of Kent
930 Overholt Road
Kent, Ohio 44240
DATE: 5/30/2017
PROJECT: POR-43-10.26
ATTN: Jon P. Giaquinto, PE, Senior Engineer
SUBJECT: Acquisition- Signed Parcel
RE: Parcel 2-BS1 - (Marc Glassman, Inc.)

WE ARE SENDING YOU

ATTACHED UNDER SEPARATE COVER

THE FOLLOWING INFORMATION:

- W-9 FORM (ORIGINAL) TEMPORARY EASEMENT (COPY) OPERATING AGREEMENT
- CONTRACT (ORIGINAL) BILL OF SALE FROM TENANT (ORIGINAL) BLUE SHEET (COPY)
- UTILITY EASEMENT RESOLUTION (COPY) 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 having the original Bill of Sale counter signed by the City and send the original for our file. Please proceed with processing a check payable to Marc Glassman Inc. in the amount of \$2,000.00 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

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 23rd day of MAY, 2017 by Marc Glassman, Inc., hereinafter called Owner and the City of Kent, Portage County, Ohio, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 2-SH, on an area of land fee owned by Goose 2.5, L.P., an Ohio limited partnership the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH

"Marc's Exit" Sign -- \$2,000.00

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$2,000.00, is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Superintendent of Engineering / Deputy Service Director, James Bowling, P.E.
4. It is agreed that the following fixtures and/or equipment:
"Marc's Exit" Sign or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the

structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

IN WITNESS WHEREOF Marc Glassman, Inc. has hereto set its hand on 5/29/2017

Grantor Signature: [Handwritten Signature]
Name Printed KENNETH S. SUSTIN, Secretary

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the 23rd day of MAY, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named KENNETH SUSTIN, who acknowledged being the SECRETARY and duly authorized agent of Marc Glassman, Inc., and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

BETH ANN HALLORAN
NOTARY PUBLIC, STATE OF OHIO
Recorded in Medina County
My Comm. Expires Nov. 20, 2021

[Handwritten Signature]
NOTARY PUBLIC
My Commission expires: NOV. 20, 2021

THE CITY OF KENT, PORTAGE COUNTY, OHIO

By: _____
James Bowling, P.E.
Superintendent of Engineering / Deputy Service Director

Date: _____

**RESOLUTION OF
Marc Glassman Inc.**

WHEREAS, the City of Kent desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 2-BS1
POR-43-10.26

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Kent has offered the sum of \$2,000.00 for the purchase of said certain parcel or parcels of land.


NOW THEREFORE BE IT RESOLVED by the Board of Directors of Marc Glassman Inc., that Ken Sustain, Corporate Secretary, shall be, and hereby is, the duly authorized, empowered and acting agent of Marc Glassman Inc., for the purpose of executing and delivering to City of Kent all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from Marc Glassman Inc., to City of Kent, for the hereinabove mentioned consideration.



Ken Sustain, Corporate Secretary

I, Beth Weiner, Vice President & CFO, of Marc Glassman Inc., hereby certify that on May 23, 2017, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on May 23, 2017.


Beth Weiner, Vice President & CFO

RE 22 1

APPORTIONMENT OF RIGHT OF WAY COSTS

County PORTAGE

REV 01/2012

Please print on Blue Paper

Route 43

Fee Owner Goose 2.5 LP

Section 10.26

BS - 1 Third Party

Parcel No. 2

BS - 2 _____

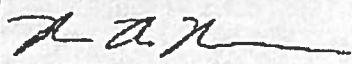
P.I.D. 93442

BS - 3 _____

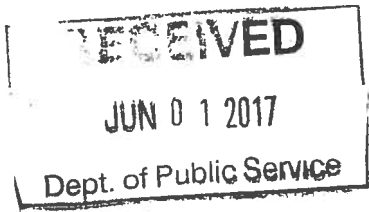
State Job # 441022

BS - 4 _____

Federal Project N/A

	PAR NO.	ITEMS INCLUDED IN THE APPRAISAL	FMVE Apportionment					
			Total	FEE	BS-1	BS-2	BS-3	BS-4
LAND	2-SH	0.009 ac. Comm. Land @ \$300,000/ac	\$2,700	\$2,700				
FENCE								
TREES-SHRUBS								
OTHER	2-SH	Marc's Exit Sign- \$2,000	\$2,000		\$2,000			
	2-SH	35 sf Conc. Paving- \$225	\$225	\$225				
	2-SH	355 sf Lawn- \$145	\$145	\$145				
BLOOD								
DAMAGE TO RESIDUE								
Total:			\$5,070	\$3,070	\$2,000			
FMVE APPORTIONMENT BY BRUCE B. BOWMAN TYPED NAME			TOTAL AMOUNT PAID TO / FOR THE OWNER					
SIGNATURE					DATE <u>MAY 3, 2017</u>			

REMARKS:



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

LETTER OF TRANSMITTAL

TO: City of Kent DATE: 5/30/2017
930 Overholt Road
Kent, Ohio 44240 PROJECT: POR-43-10.26

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

RE: Parcel 3-BS1 – (Marc Glassman, Inc.)

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 type="checkbox"/> CONTRACT (ORIGINAL) | <input checked="" type="checkbox"/> BILL OF SALE FROM TENANT (ORIGINAL) | <input checked="" type="checkbox"/> BLUE SHEET (COPY) |
| <input type="checkbox"/> UTILITY EASEMENT | <input checked="" type="checkbox"/> RESOLUTION (COPY) | <input 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 Bill of Sale counter signed by the City and send the original for our file. Please proceed with processing a check payable to Marc Glassman Inc. in the amount of \$2,000.00 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

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

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Situated on Parcel No. 3-SH, on an area of land fee owned by Deville Developments, LLC, an Ohio limited liability company the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH

"Marc' Enter" Sign -- \$2,000.00

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$2,000.00, is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
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3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Superintendent of Engineering / Deputy Service Director, James Bowling, P.E.
4. It is agreed that the following fixtures and/or equipment:
"Marc's Enter" Sign or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
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structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

IN WITNESS WHEREOF Marc Glassman, Inc. has hereto set its hand on 5/28/2017

Grantor Signature: [Signature]
Name Printed KENNETH S. SUSTIN, SECRETARY

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the 23rd day of MAY, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named KENNETH SUSTIN, who acknowledged being the SECRETARY and duly authorized agent of Marc Glassman, Inc., and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

BETH ANN HALLORAN
NOTARY PUBLIC, STATE OF OHIO
Recorded in Medina County
My Comm. Expires Nov. 20, 2021

[Signature]
NOTARY PUBLIC
My Commission expires: NOV. 20, 2021

THE CITY OF KENT, PORTAGE COUNTY, OHIO

By: _____
James Bowling, P.E.
Superintendent of Engineering / Deputy Service Director

Date: _____

**RESOLUTION OF
Marc Glassman Inc.**

WHEREAS, the City of Kent desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 3-BS1
POR-43-10.26

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Kent has offered the sum of \$2,000.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Marc Glassman Inc., that Ken Sustain, Corporate Secretary, shall be, and hereby is, the duly authorized, empowered and acting agent of Marc Glassman Inc., for the purpose of executing and delivering to City of Kent all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from Marc Glassman Inc., to City of Kent, for the hereinabove mentioned consideration.



Ken Sustain, Corporate Secretary

I, Beth Weiner, Vice President & CFO, of Marc Glassman Inc., hereby certify that on May 23, 2017, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on May 23, 2017.


Beth Weiner, Vice President & CFO

RE 22-1

APPORTIONMENT OF RIGHT OF WAY COSTS

County PORTAGE

REV 01/2012

Please print on Blue Paper

Route 43

Fee Owner Deville Developments

Section 10.26

BS - 1 Third Party

Parcel No. 3

BS - 2 _____

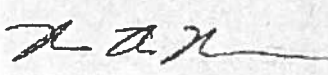
P.I.D. 93442

BS - 3 _____

State Job # 441022

BS - 4 _____

Federal Project N/A

	PAR NO.	ITEMS INCLUDED IN THE APPRAISAL	FMVE Apportionment					
			Total	FEE	BS-1	BS-2	BS-3	BS-4
LAND	3- SH	0.027 ac. Comm. Land @ \$200,000/ac	\$5,400	\$5,400				
OTHER	3- SH	Marc's Enter Sign- \$2,000	\$2,000		\$2,000			
	3- SH	125 sf Conc. Paving	\$790	\$790				
	3- SH	250 sf Lawn	\$100	\$100				
	3- SH	787 sf Asphalt Paving	\$2,955	\$2,955				
BLDG								
DAMAGE TO RESIDUE								
Total:			\$11,245	\$9,245	\$2,000			
FMVE APPORTIONMENT BY BRUCE B. BOWMAN			TOTAL AMOUNT PAID TO / FOR THE OWNER					
TYPED NAME								
SIGNATURE					DATE MAY 8, 2017			
REMARKS:								



RECEIVED

JUN 22 2017

Dept. of Public Service

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

LETTER OF TRANSMITTAL

TO: City of Kent
930 Overholt Road
Kent, Ohio 44240
DATE: 6/21/2017
PROJECT: POR-43-10.26
ATTN: Jon P. Giaquinto, PE, Senior Engineer
SUBJECT: Acquisition- Signed Parcel
RE: Parcel 5-T (Anderson Realty, Inc.)

WE ARE SENDING YOU

[X] ATTACHED

[] UNDER SEPARATE COVER

THE FOLLOWING INFORMATION:

[X] W-9 FORM (ORIGINAL)

[X] TEMPORARY EASEMENT (COPY)

[] OPERATING AGREEMENT

[] CONTRACT (ORIGINAL)

[] LICENSE AGREEMENT (ORIGINAL)

[X] FRONT PAGE OF VA (COPY)

[] UTILITY EASEMENT

[] BILL OF SALE (ORIGINAL)

[X] RE-46 OF THE TITLE (COPY)

DISPOSITION:

[X] FOR PAYMENT

[] FOR REVIEW AND COMMENT

[] APPROVED AS NOTED

[X] 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 Anderson Realty, Inc. in the amount of \$400.00 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: Anderson Realty, Inc., an Ohio corporation, the Grantor(s) herein, in consideration of the sum of \$400.00, 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): 5-T

POR-43-10.26

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Portage County Current Tax Parcel No. 17-006-00-00-024-000
Prior Instrument Reference: OR 197, Pg. 353, Portage County Recorder's Office.

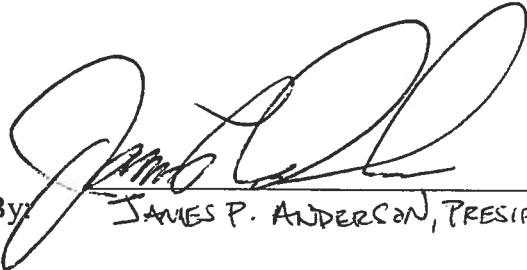
To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

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 Anderson Realty, Inc., an Ohio corporation has caused its name to be subscribed by James P. Anderson, its duly authorized President, and its duly authorized agent on the 13 day of June, 2017.

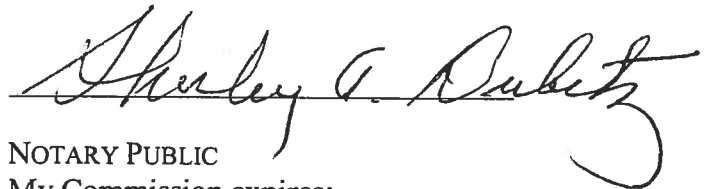
ANDERSON REALTY, INC., AN OHIO CORPORATION

By: 
JAMES P. ANDERSON, PRESIDENT

STATE OF OHIO, COUNTY OF Portage ss:

BE IT REMEMBERED, that on the 13 day of June, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named James P. Anderson, who acknowledged being the President and duly authorized agent of Anderson Realty, Inc., an Ohio corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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: _____

SHIRLEY A. DABERT
NOTARY PUBLIC, STATE OF OHIO
My Commission Is For Life

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 5-T
POR-43-10.26
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT DRIVE
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 6 in Franklin Township, and being part of lands described in the deed to ANDERSON REALTY, INC. (Grantor) as recorded in Deed Volume 197 Page 353 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 30.00 feet right of Station 549+16.93;

1. Thence North 71° 44' 49" East, through the Grantor, a distance of 8.00 feet being 38.00 feet right of Station 549+16.93;
2. Thence South 18° 15' 11" East, continuing through the Grantor, a distance of 79.05 feet to the Grantor's southerly line being 38.00 feet right of Station 548+37.88;
3. Thence South 88° 50' 49" West, along said southerly line, a distance of 8.37 feet to said existing easterly right of way line of said State Route 43 being 30.00 feet right of Station 548+40.34;
4. Thence North 18° 15' 11" West, along said existing easterly right of way line, a distance of 76.59 feet to the **Point of Beginning**.

The above described easement contains 0.014 acres (623 square feet, including 0.000 acres within the present road occupied), within Parcel Number 17-006-00-00-026-000 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.,

EXHIBIT A

LPA RX 887 T

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 Deed Volume 197 Page 353 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 M. 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

Anderson Realty, Inc.,
an Ohio corporation

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
5-T	0.014 acres	0.014 acres commercial land TCE @ \$275,000/ac X 10% R _L for 12 months = \$400, rounded	None	Temporary easement for the purpose of performing the work necessary to reconstruct drive for 12 months from date of entry by the City of Kent, Portage County, Ohio	\$400
Total					\$400

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 TYPED NAME: John D. D'Angelo, MAI	April 25, 2017 DATE	 REVIEWER'S CONCURRENCE TYPED NAME: Bruce Bowman	5/3/2017 DATE
NAME OF AGENCY (IF DIFFERENT FROM ODOT) City of Kent			
TITLE: Superintendent of Engineering / Deputy Service Director		 AGENCY SIGNATURE ESTABLISHING FMVE TYPED NAME: James Bowling, P.E.	5/9/17 DATE
ADMINISTRATIVE SETTLEMENT:			
SIGNATURE TYPED NAME:		F.M.V.E. AMOUNT _____ ADDITIONAL AMOUNT _____ TOTAL SETTLEMENT _____	
DATE			

(SEE REVERSE SIDE FOR ADDITIONAL DOCUMENTATION)

TITLE REPORT



C/R/S	POR-43-10.26
PARCEL	5-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
Anderson Realty, Inc., an Ohio corporation	N/A	Fee Simple, Full Interest

Parcel / Mailing Address:
1585 S Water Street
Kent, OH 44240

Statutory Agent:
James P. Anderson
201 E Summit Street
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: OR 197, Pg. 353 (Attached)

County of Portage, State of Ohio, City of Kent, known as being part of Lot #6, formerly Franklin Township, metes and bounds, and containing 0.7468 acres, reserving the right to install and maintain a sanitary sewer in a strip of land 10' wide bounded on the west by the street right of way and a lone 10' east of and parallel to said right of way

PPN: 17-006-00-00-024-000 (0.75 acres)

(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
170060000026000	<u>\$163,400</u>	<u>\$214,800</u>	<u>\$378,200</u>	<u>\$4,950.92 1st 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 1/24/1997 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) 5-I and presently standing in the name of Anderson Realty, Inc. 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 *Abby Vilyus*

Print Name Abby Vilyus

UPDATE TITLE BLOCK

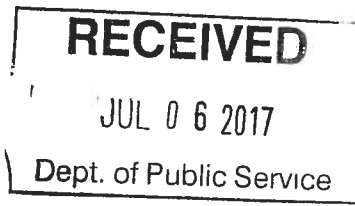
This Title Report covers the time period from _____ to _____. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know 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



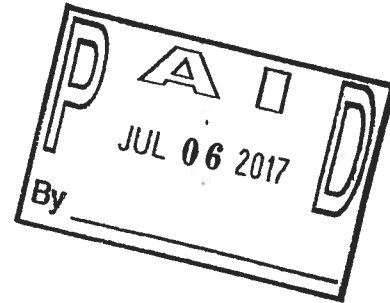
TRANSYSTEMS REAL ESTATE CONSULTING, INC.
 55 PUBLIC SQUARE, SUITE 1900
 CLEVELAND, OHIO 44113
 TELEPHONE: 330-726-5317
 www.transystems.com

May 26, 2017

Shirey Enterprises, Inc., an Ohio corporation
 C/O Daniel Shirey
 359 Eckwood Drive
 Kent, Ohio 44240

Project: POR-43-10.26
 Parcel: 10-T (Temporary Easement)

Address of Property: 1413-1443 S. Water Street; Kent, OH 44240



Dear Mr. Shirey:

This letter is to advise you of the impending roadway improvement of S.R. 43 / Beryl Drive, S.R. 43 Cherry Street / Bowman Drive and S.R. 43 / School Street in the City of Kent, Portage County, Ohio, for the project referred to as POR-43-10.26. TranSystems Real Estate Consulting, Inc. has been retained as an agent acting on behalf of the City of Kent to secure the right of way necessary for the project.

Enclosed please find the following materials:

1. An Acquisition Brochure-"When ODOT Needs Your Property"
2. The Notice of Intent to Acquire and Good Faith Offer in the amount of One Thousand Dollars (\$1,000.00) for the right of way needed for this project with the Plan Letter Attachment.
3. A Print of Property Map, Summary Page and the R/W plan sheets for Parcel 10-T with the T area shaded in green.
4. A Copy of the Value Analysis that was prepared for the City of Kent's use of the property, with the comparable sales attached.
5. The Temporary Easement with legal descriptions attached.
6. A W-9 form.

The purpose of the project is for the installation of a new fiber interconnect for the S.R. 43 traffic signals between Summit Street and S.R. 261, signal timing improvements and the addition of a dual left turn lane and signal modifications at S.R. 261 will also be constructed as a part of this project.

The project's right of way clear date is 11/1/2017. The project will be awarded to a contractor Spring 2018, with construction to begin shortly thereafter. The real property needed for the POR-43-10.26 project requires the acquisition of only a part of your property. The agency needs to acquire from you parcel 10-T. The acquisition is further explained as follows.

With respect to compensation for the required right of way, it is TranSystems Real Estate Consulting, Inc.'s & the City of Kent's sincere desire to reach a mutually satisfactory settlement with each owner affected by this project. The enclosed copy of the Value Analysis states the highest and best use of the property is commercial development. It contains comparable sales data as well as the appraiser's evaluation. Based on recent comparable sales of property in the immediate vicinity, the City of Kent's offer is \$1,000.00, which equates to \$300,000.00 / Acre. The offer is broken out as follows:

\$1,000.00	(\$300,000 / acre x 0.033 acre x 10% x 1 year) for the rental of the land in the temporary easement (T) area for up to 12 months from the date of entry by the contractor
------------	---

Upon acceptance of the offer, the enclosed copy of the Temporary Easement document must be signed and notarized. I would need a copy of the Corporate Resolution or other documentation authorizing that individual to sign the acquisition documents on behalf of the corporation. The W-9 form must be completed and signed as the company would any other tax form using its Federal Tax ID number. Payment can be expected by the mail, approx. 6-8 weeks after the properly signed documents are returned to me.

Please contact me at 330-726-5317 (direct) once you have had an opportunity to review this information or for any questions you may have. If after your review of the enclosed information, everything appears to be in order and is acceptable, please return the properly executed Temporary Easement, Corporate Resolution/Signature Authorization and W-9 form to me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Andrew Van Nort', with a long horizontal flourish extending to the right.

Andrew Van Nort
Right of Way Specialist-TREC
(Representing the City of Kent, Portage County, Ohio)

c: File
Enclosures

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Shirey Enterprises, Inc., an Ohio corporation, the Grantor(s) herein, in consideration of the sum of \$1,000.00, 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): 10-T

POR-43-10.26

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Portage County Current Tax Parcel No. 17-006-12-00-002-00
Prior Instrument Reference: #201325085, Portage County Recorder's Office.

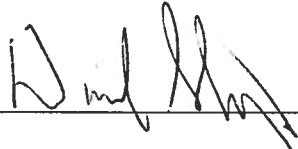
To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

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 Shirey Enterprises, Inc., an Ohio corporation has caused its name to be subscribed by Daniel Shirey, its duly authorized President, and its duly authorized agent on the 5th day of July, 2017.

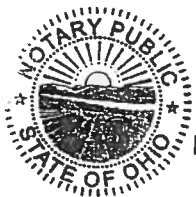
SHIREY ENTERPRISES, INC., AN OHIO CORPORATION

By: 

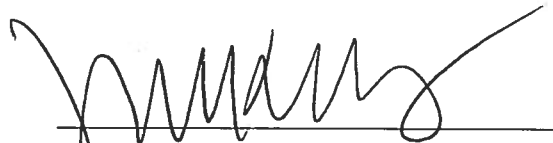
STATE OF OHIO, COUNTY OF Stark ss:

BE IT REMEMBERED, that on the 5 day of July, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Daniel Shirey, who acknowledged being the President and duly authorized agent of Shirey Enterprises, Inc., an Ohio corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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



JENNIFER KINTZ
Notary Public, State of Ohio
My Comm. Expires June 02, 2019


NOTARY PUBLIC
My Commission expires: June 2, 2019

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 10-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 6 in Franklin Township, and being part of Sublots 1, 2, and 3 as shown on Miller Allotment as recorded in Volume 6 Page 59 of Portage County Plat Records, and being part of lands described in the deed to SHIREY ENTERPRISES, INC. (Grantor) as recorded in Instrument 201325085 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 30.00 feet right of Station 563+97.86 being the Grantor's northwesterly corner;

1. Thence North 69° 10' 11" East, along the Grantor's northerly line, a distance of 8.00 feet being 38.00 feet right of Station 563+97.86;
2. Thence South 20° 49' 49" East, through the Grantor, a distance of 180.46 feet to the existing northerly right of way line of Rellim Drive being 38.00 feet right of Station 562+17.39;
3. Thence South 69° 10' 11" West, along said existing northerly right of way line, a distance of 8.00 feet to said existing easterly right of way line of said State Route 43 being 30.00 feet right of Station 562+17.39;
4. Thence North 20° 49' 49" West, along said existing easterly right of way line, a distance of 180.46 feet to the **Point of Beginning**.

The above described easement contains 0.033 acres (1,444 square feet, including 0.000 acres within the present road occupied), within Parcel Number 17-006-12-00-002-000 and subject to all legal highways and easements of record.

EXHIBIT A

LPA RX 887 T

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 201325085 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.

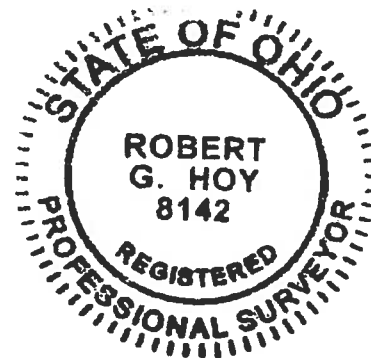
Robert G. Hoy

3/2017

Arcadis U.S., Inc.

Date

Robert G. Hoy, Ohio Professional Surveyor No. 8142





The State of Ohio

Bob Taft

Secretary of State

878821

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

Filings; that said records show the filing and recording of: ARF

of:

SHIREY ENTERPRISES, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 4199 at Frame 1534 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 17TH day of AUG ,

A.D. 19 94 .



Bob Taft

Bob Taft
Secretary of State

01199-1534
9408713801
APPROVED
By.....
Date.....
Amount.....

ARTICLES OF INCORPORATION
OF
SHIREY ENTERPRISES, INC.

The undersigned, desiring to form a Corporation for profit under the Ohio General Corporation Law, hereby certifies:

ARTICLE I

The name of the Corporation shall be Shirey Enterprises, Inc.

ARTICLE II

The place in Ohio where the principal office of the Corporation is to be located is in the City of Kent, County of Portage.

ARTICLE III

The Corporation is formed for the purpose of engaging in any lawful act or activity for which corporations may be formed under Section 1701.01 et seq. of the Ohio Revised Code.

ARTICLE IV

The maximum number of shares which the Corporation is authorized to have outstanding is 850 shares of common stock without par value.

ARTICLE V

Except as otherwise authorized by the Directors or Shareholders, no holder of shares of the Corporation of any class, now or hereafter authorized, shall have any preferential or pre-emptive right to subscribe for, purchase or receive any shares of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe to or purchase such shares or any securities, bonds or other evidences of indebtedness convertible into or exchangeable for such shares,

which may at any time be issued, sold or offered for sale by the Corporation.

ARTICLE VI

The Corporation may redeem or purchase shares of any kind or class issued by it, to such extent, at such time, in such manner and upon such terms as its Board of Directors shall determine; provided, however, that the Corporation shall not redeem or purchase its own shares if immediately thereafter its assets would be less than its liabilities plus stated capital, or if the Corporation is insolvent, or if there is reasonable ground to believe that by such redemption or purchase it would be rendered insolvent.

ARTICLE VII

A Director of this Corporation shall not be disqualified by such office from dealing or contracting with this Corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction or contract or act of this Corporation be void or voidable or in any way invalidated or affected by reason of the fact that any organization or member of any organization of which such Director is a member or any corporation of which such Director is a shareholder or director is in any way interested in such transaction or contract or act, provided that the fact that such member, such organization, or such corporation is so interested in such transaction or contract or act has been disclosed or is known to the Board of Directors of this Corporation or such members thereof as shall be present at any meeting of such Board of Directors at which action upon any such transaction or contract or

act shall be taken; and provided that if such fact is so disclosed or known, no such Director shall be accountable or responsible to this Corporation for, or in respect of, any such transaction or contract or act of this Corporation or for any gains or profits realized by him by reason of the fact that he or any organization of which he is a member, shareholder or director is interested in such transaction or contract or act.

ARTICLE VIII

In the case of any proposal or proceeding for the (1) adoption of a Code of Regulations; (2) sale, exchange or other disposition of all, or substantially all, of the assets of the Corporation; (3) merger or consolidation of the Corporation into a domestic corporation; (4) merger or consolidation of the Corporation into a foreign corporation; (5) combination or majority share acquisition wherein this Corporation is the acquiring corporation; or (6) the voluntary dissolution of this Corporation, whereunder Shareholder authorization is required by the General Corporation Law of Ohio, such Shareholder authorization shall be sufficient if the proposal or proceeding in question shall have received the affirmative vote of not less than a majority of the shares of the entire voting power of the Corporation or of the shares of every class entitled to vote upon the proposal or proceeding; provided, however, if the General Corporation Law or these Articles shall, as to the proposal or proceeding in question, require the affirmative vote of more than a majority of the voting power of the Corporation or of any class

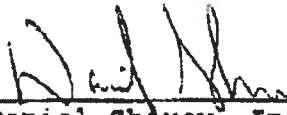
04199-1537

of shares of the Corporation, then such proposal or proceeding must receive the affirmative vote so specified.

ARTICLE IX

Any provision contained in these Articles of Incorporation may be amended, altered or repealed by the affirmative vote or consent of the holders of shares entitling them to exercise a majority of the voting power of the Corporation or by the affirmative vote of a majority of the holders of shares of every particular class entitled by law or these Articles of Incorporation to vote on such amendment, alteration or repeal, unless a greater vote is mandatory under these Articles or the statutes of the State of Ohio.

IN WITNESS WHEREOF, the undersigned has hereunto set his name this 3rd day of August, 1994.



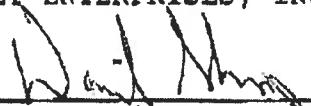
Daniel Shirey, Incorporator

1105-1038

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the Incorporator of Shirey Enterprises, Inc., hereby appoints Daniel Shirey, a natural person and resident of the State of Ohio as its agent, upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation may be served. His complete address is Daniel Shirey, 1443 South Water Street, Kent, Portage County, Ohio 44240.

SHIREY ENTERPRISES, INC.

By: 
Daniel Shirey, Incorporator

July 31, 1994

SHIREY ENTERPRISES, INC.

Gentlemen:

I hereby accept appointment as agent of your Corporation upon whom process, tax notices or demands may be served.


Daniel Shirey, Statutory Agent

AGZ009C1.W51

VALUE ANALYSIS (\$10,000 OR LESS)

OWNER'S NAME

Shirey Enterprises, Inc., an Ohio corporation

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
10-T	0.033 acres	0.033 acres commercial land TCE @ \$300,000/ac X 10% R _L for 12 months = \$1,000, 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	\$1,000
				Total	\$1,000

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 DATE TYPED NAME: John D. D'Angelo, MAI April 26, 2017	 _____ REVIEWER'S CONCURRENCE DATE TYPED NAME: Bruce Bowman 5/3/2017
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 _____ TYPED NAME: _____	F.M.V.E. AMOUNT _____ ADDITIONAL AMOUNT _____ TOTAL SETTLEMENT _____

(SEE REVERSE SIDE FOR ADDITIONAL DOCUMENTATION)

TITLE REPORT



C/R/S	POR-43-10.26
PARCEL	10-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
Shirey Enterprises, Inc., an Ohio corporation	N/A	Fee Simple, Full Interest

Parcel Address:
1413 Water Street
Kent, OH 44240

Mailing Address:
359 Eckwood Drive
Kent, OH 44240

Statutory Agent:
Daniel Shirey
1443 S Water Street
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: #201325085 (Attached)

Parcel 1: Situated in the City of Kent, County of Portage and State of Ohio and known as being Sublot No. 1 and part of Sublot No. 2 of the Miller Allotment Vol. 6, Page 59 in Franklin Township Lot 6, metes and bounds

Parcel 2: Situated in the City of Kent, County of Portage and State of Ohio and known as being all of Sublot No. 3 and part of Sublot No. 2 of the Miller Allotment Vol. 6, Page 59 in Franklin Township Lot 6, metes and bounds

PPN: 17-006-12-00-002-00 (0.682 acres)

(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
17-006-12-00-002	<u>\$148,500</u>	<u>\$254,000</u>	<u>\$402,500</u>	<u>\$5,269.22 1st 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 12/13/2013 to 3/9/2017. 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) 10-T and presently standing in the name of Shirey Enterprises, Inc. 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



RECEIVED
 JUL 03 2017
 Dept. of Public Service

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

LETTER OF TRANSMITTAL

TO: City of Kent DATE: 6/30/2017
930 Overholt Road
Kent, Ohio 44240

PROJECT: POR-43-10.26

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

RE: Parcel 14-WD (Nemer Properties, Ltd.)

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 checked="" type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> CONTRACT (ORIGINAL) | <input type="checkbox"/> LICENSE AGREEMENT (ORIGINAL) | <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 Contract counter signed by the City and send a copy for our file. Please proceed with processing a check payable to Nemer Properties, Ltd., in the amount of \$5,625.00 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): 14-WD
POR-43-10.26

This Agreement is by and between the City of Kent, Portage County, Ohio ["Purchaser"] and Nemer Properties, Ltd., an Ohio limited liability company ["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 \$5,625.00, 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 Nemer Properties, Ltd., an Ohio limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

NEMER PROPERTIES, LTD., AN OHIO LIMITED LIABILITY COMPANY

Robert Nemer

By: Robert Nemer, President/owner

Date: 6/5/17

STATE OF OHIO, COUNTY OF Summit ss:

BE IT REMEMBERED, that on the 5 day of June, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named ROBERT G. NEMER, who acknowledged being the PRESIDENT/OWNER and duly authorized agent of Nemer Properties, Ltd., an Ohio limited liability company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

RJ Nemer

NOTARY PUBLIC

My Commission expires

ROBERT J. NEMER, ATTORNEY
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

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

Page 1 of 2

LPA RX 851 WD

Rev. 06/09

Ver. Date 10/13/16

PID 93442

**PARCEL 14-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 6 in Franklin Township, and being part of lands described in the deed to NEMER PROPERTIES, LTD. (Grantor) as recorded in Deed Volume 378 Page 8 on file in the Portage County Recorder's office and laying on the left 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 44.30 feet being Station 565+89.64;

Thence South 69° 10' 11" West, leaving said centerline of right of way, a distance of 30.00 feet to the intersection of the existing westerly right of way line of said State Route 43 and the existing northerly right of way line of said Cherry Street and to the intersection of the Grantor's easterly line and the Grantor's southerly line being 30.00 feet left of Station 565+89.64 being the **Point of Beginning**;

EXHIBIT A

LPA RX 851 WD

1. Thence North 89° 02' 36" West, along said existing northerly right of way line of said Cherry Street and along the Grantor's southerly line, a distance of 44.30 feet being 30.00 feet left of Cherry Street Station 9+11.40 where a capped rebar set; said rebar referenced North 89° 09' 27" West a distance of 83.63 feet by an iron pin found;
2. Thence along the arc of a curve deflecting to the left non-tangent to the previous course, leaving said existing northerly right of way line and leaving the Grantor's southerly line and through the Grantor, a distance of 58.53 feet to the existing westerly right of way line of said State Route 43 being the Grantor's easterly line being 30.00 feet left of Station 566+33.94 where a capped rebar set; said curve having a radius of 30.00 feet, a central angle of 111° 47' 13", and a chord length of 49.68 feet which bears North 35° 03' 47" East;
3. Thence South 20° 49' 49" East, non-tangent to the previous course and along said existing westerly right of way line and the Grantor's easterly line, a distance of 44.30 feet to the **Point of Beginning**.

The above described parcel contains 0.010 acres (451 square feet, including 0.000 acres within the present road occupied), within Parcel Number 17-006-11-00-001-000 and subject to all legal highways and easements of record.

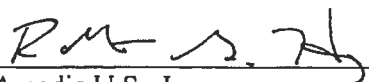
This description was prepared by Arcadis U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in September 2014 under the direction of Robert G. Hoy, Ohio Professional Surveyor No. 8142;

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 Volume 378 Page 8 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.

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


3/20/17

Arcadis U.S., Inc. Date
Robert G. Hoy, Ohio Professional Surveyor No. 8142



CERTIFIED RESOLUTION OF

Nemer Properties, Ltd., an Ohio limited liability company

The undersigned, being the President/Owner of Nemer Properties, Ltd., an Ohio limited liability company, hereby certify that on the 5 day of JUNE, 2017, the resolutions set forth below were duly adopted by the President/Owner of the Company; that such Robert Nemer, President/Owner, is duly authorized and empowered to adopt such resolutions, that the same are in full force and effect and have not been revoked or modified and that such resolutions were duly adopted (a) at a meeting of the Company (b) by the written consent of the Company in accordance with the governing documents of said Company and the provisions of the applicable law with respect thereto.

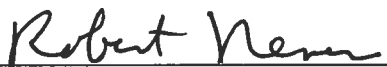
WHEREAS, in connection with the development, construction, use and/or operation of the POR-43-10.26 project, the City of Kent, Portage County, Ohio, desires to acquire a certain parcel or parcels of real property and/or interests therein owned by this Company and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property Interests") for the use of the City of Kent, Portage County, Ohio;

WHEREAS, the City of Kent, Portage County, Ohio has offered the sum of Five Thousand, Six Hundred Twenty Five and 00/100 Dollars (\$5,625.00) as consideration to the Company for the purchase of the Property Interests;

WHEREAS, the Company desires to accept such offer and hereby authorizes Robert Nemer, President/Owner of the Company, to take all action, do all things and enter into all documents and instruments necessary or desirable with respect to the acceptance of the above offer and the consummation of the transaction contemplated thereby.

NOW THEREFORE BE IT RESOLVED, that the President/Owner of the Company, Robert Nemer, is hereby authorized and directed to take all action and do all things necessary or desirable on behalf of the Company to implement and carryout the above resolution and consummate the transaction contemplated thereby and to enter into, execute and deliver all documents and instruments on behalf of this Company with respect to the foregoing including, but not limited to, all agreements, deeds, instruments of conveyance, bills of sale, licenses and certificates.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5 day of JUNE, 2017.



Robert Nemer, President/Owner

VALUE ANALYSIS (\$10,000 OR LESS)

OWNER'S NAME

Nemer Properties, Ltd., an Ohio limited liability company

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.

Parcel #	Net Take Area	Land	Improvement(s)	Remarks	Total
14-WD	0.010 acres	0.010 acres commercial land @ \$300,000/ac = \$3,000	296 SF Concrete Paving @ \$7/SF less 25% depreciation = \$1,555, rounded; 115 SF Landscape Area @ \$8/SF = \$920; and 40 SF Asphalt Paving @ \$5/SF less 25% depreciation = \$150 Total = \$2,625	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	\$5,625
				Total	\$5,625

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 TYPED NAME: John D. D'Angelo, MAI	April 22, 2017 DATE	REVIEWER'S CONCURRENCE TYPED NAME: Bruce Bowman	5/5/2017 DATE
NAME OF AGENCY (IF DIFFERENT FROM ODOT) City of Kent		AGENCY SIGNATURE ESTABLISHING FMVE TYPED NAME: James Bowling, P.E.	
TITLE: Superintendent of Engineering / Deputy Service Director		5/9/17 DATE	
ADMINISTRATIVE SETTLEMENT:			
SIGNATURE TYPED NAME:		DATE	
		F.M.V.E. AMOUNT _____ ADDITIONAL AMOUNT _____ TOTAL SETTLEMENT _____	

(SEE REVERSE SIDE FOR ADDITIONAL DOCUMENTATION)

TITLE REPORT

C/R/S	POR-43-10.26
PARCEL	14-WD
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
Nemer Properties, Ltd., an Ohio limited liability company	N/A	Fee Simple, Full Interest

Parcel Address:
 1330 S Water Street
 Kent, OH 44240

Mailing Address:
 1390 Berkshire Road
 Stow, OH 44224

Statutory Agent:
 Thomas Knoll
 3475 Ridgewood Road
 Akron, OH 44333

(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: OR 378, Pg. 8 (Attached)

City of Kent, County of Portage, State of Ohio
 Being part of Subdivision No. 4 of Lot No. 6 of Franklin Township, containing 0.142 acres

PPN: 17-006-11-00-001 (0.142 acres)

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

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

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
#200225153 (Attached) Nemer Properties, Ltd. Tenant: Subway Real Estate Corp., a Delaware corporation 325 Bic Drive; Milford, CT 06460 Date Filed: 8/16/2002	Commercial	5 years with three 5 year renewal options

(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 1/2 year
17-006-11-00-001-000	\$43,400	\$82,500	\$125,800	\$1,647.19 1 st 1/2 16 Paid

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

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

This Title Report covers the time period from 7/10/1956 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) 14-WD and presently standing in the name of Nemer Properties, Ltd., an Ohio limited liability company 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