ORDINANCE NO. 2026- 108

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF KENT AND FIRST ENERGY CORPORATION FOR AN AREA IN THE CITY OF KENT KNOWN AS THE COLUMBUS STREET MUNICIPAL LOT AND DECLARING AN EMERGENCY.

WHEREAS, First Energy Corporation installed electrical lines and facilities in the City of Kent over and upon the Columbus Street municipal lot for the transmission and distribution of electrical energy; and

WHEREAS, this easement will ensure First Energy Corporation can conduct necessary maintenance, repairs, service upgrades, etc. now and in the future.

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 execute a Surface Easement Agreement between the City of Kent and First Energy Corporation and is more fully described in Exhibit "A", attached hereto and made a part hereof.

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 18, 2026
Date

Jack Amrhein
Mayor and President of Council

EFFECTIVE: November 18, 2026
Date

ATTEST: Kathleen Coleman
Kathleen Coleman
Clerk of Council

I, KATHLEEN COLEMAN, 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.* 2026-108, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON November 18, 20 26.

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL

CITY OF KENT COLUMBUS STREET MUNICIPAL LOT, KENT OHIO

GRANT OF EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENT that this Easement Agreement ("Agreement") is made the _____ day of _____, 2026 by and between the City of Kent, Ohio, a municipal corporation ("Grantor"), and First Energy Corporation ("Grantee") for and in consideration of Zero Dollars and No Cents ($0.00).

WHEREAS Grantor owns the real property described in Exhibit A hereto ("Grantor's Property") that is part of the City of Kent Columbus Street Municipal Lot, Permanent Parcel Number 17-024-20-00-038-000; and

WHEREAS, Grantee has installed electrical lines and facilities on the Grantor Property for the transmission and distribution of electrical energy; and

WHEREAS Grantee desires an easement to construct, reconstruct, operate, maintain, repair, replace and remove poles and all necessary and incidental wires, cables, anchors, grounding systems, and any and all fixtures and equipment for the transmission and distribution of electrical energy; and

WHEREAS Grantor is willing to grant Grantee an easement to construct, reconstruct, operate, maintain, repair, replace and remove poles and all necessary and incidental wires, cables, anchors, grounding systems, and any and all fixtures and equipment for the transmission and distribution of electrical energy as specified in EXHIBIT A.

NOW THEREFORE, for valuable consideration received, Grantor and Grantee agree as follows:

1. Grantee, by its employees and agents, shall have the right of ingress and egress over the right of way and over the Grantor's Property to add to, construct, reconstruct, repair, maintain, use or remove its said facilities or parts thereof and remove any obstructions within the limits of the easement, or immediately adjacent thereto, which may endanger the safety of or interfere with the construction, reconstruction, operation, maintenance, repair, replacement or removal of said systems; the right to remove and pile surface materials and dirt and to operate equipment on the surface of the land within and without the limits of said right of way and easement, during periods of construction, reconstruction, maintenance, repair, replacement or removal of said facilities.
2. Grantee shall, following the completion of any construction, maintenance, repair, or replacement of its facilities, restore the Easement Area and any adjacent property disturbed by its operations to substantially the same condition as existed prior to such work at Grantee's sole cost and expense.
3. Grantee will pay for all damages caused by its employees, agents, licensees and construction equipment in the construction, reconstruction, maintenance, repair, replacement or removal of said systems.

4. Grantor shall have the right to use the land within the limits of said right of way and easement in any other manner which is not inconsistent with the rights herein described.
5. No buildings nor other structure shall be erected within the limits of said right of way and easement by the Grantor. No excavating, no filling, no piling and no stacking of any material shall be done or be permitted by the Grantor within said right of way and easement which would either (a) reduce the clearance between the facilities of the Grantee and the land surface; (b) impair the land support of said facilities; (c) impair the ability of the grantee to maintain said facilities; or (d) create a hazard.
6. Any other company or person, pursuant to all applicable State of Ohio co-location telecommunication laws and the permit requirements of the City of Kent Ohio for such installments, shall have the right to attach wires, cable, and equipment to said poles and fixtures for telecommunication purposes.
7. Grantor has full authority to convey said easement and warrants and will defend the same against claims of all persons.
8. This Agreement may be modified so long as said modification is in writing, approved by Grantee and Grantor, and shall be recorded in the Portage County Recorder's Office.
9. Grantor and Grantee, as used herein, shall be deemed to be plural when required to be so, and shall include the heirs, successors and assigns of the parties hereto.

Governing Law and Ohio Courts: This Agreement shall be governed in accordance with the laws of the State of Ohio. Any actions or proceedings arising in connection with this Agreement or performance thereunder shall be ascertained and determined by the Ohio state court in the county where the real property subject to this Agreement is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GRANTOR: CITY OF KENT

_____

Dave Ruller, City Manager

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

Before me, a notary public in and for said County and State, personally appeared the above named _____ who acknowledges that he signed the foregoing instrument and that the same is their free act and deed at _____, this _____ day of _____, 2026.

{Seal}

_____
Notary Public

Commission expiration date: _____

APPROVED AS TO FORM:

_____

Hope Jones, Law Director, City of Kent

GRANTEE: FIRST ENERGY CORPORATION

_____

Signature

_____

Name, Title

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

Before me, a notary public in and for said County and State, personally appeared the above named _____ who acknowledges that he signed the foregoing instrument and that the same is their free act and deed at _____, this _____ day of _____, 2025.

{Seal}

_____
Notary Public

Commission expiration date: _____

EXHIBIT A

35-FOOT WIDE ELECTRICAL EASEMENT

Situated in the City of Kent, Portage County, Ohio and known as being part of Lots 10 and 11 of Plat Block 9 recorded in Deed Volume 25, Page 132 of the Portage County Records, also being part of land conveyed to the City of Kent by deed recorded in Volume 464, Page 524 of the Portage County Records and more fully described as follows:

Commencing at the intersection of the westerly right of way line of Depeyster Street (66 foot right of way) and a 20 foot wide alley; Thence S. 89°16'58"W., 125.00 feet along the northerly right of way line of said 20 foot wide alley to the **TRUE PLACE OF BEGINNING** for the **EASEMENT** herein described;

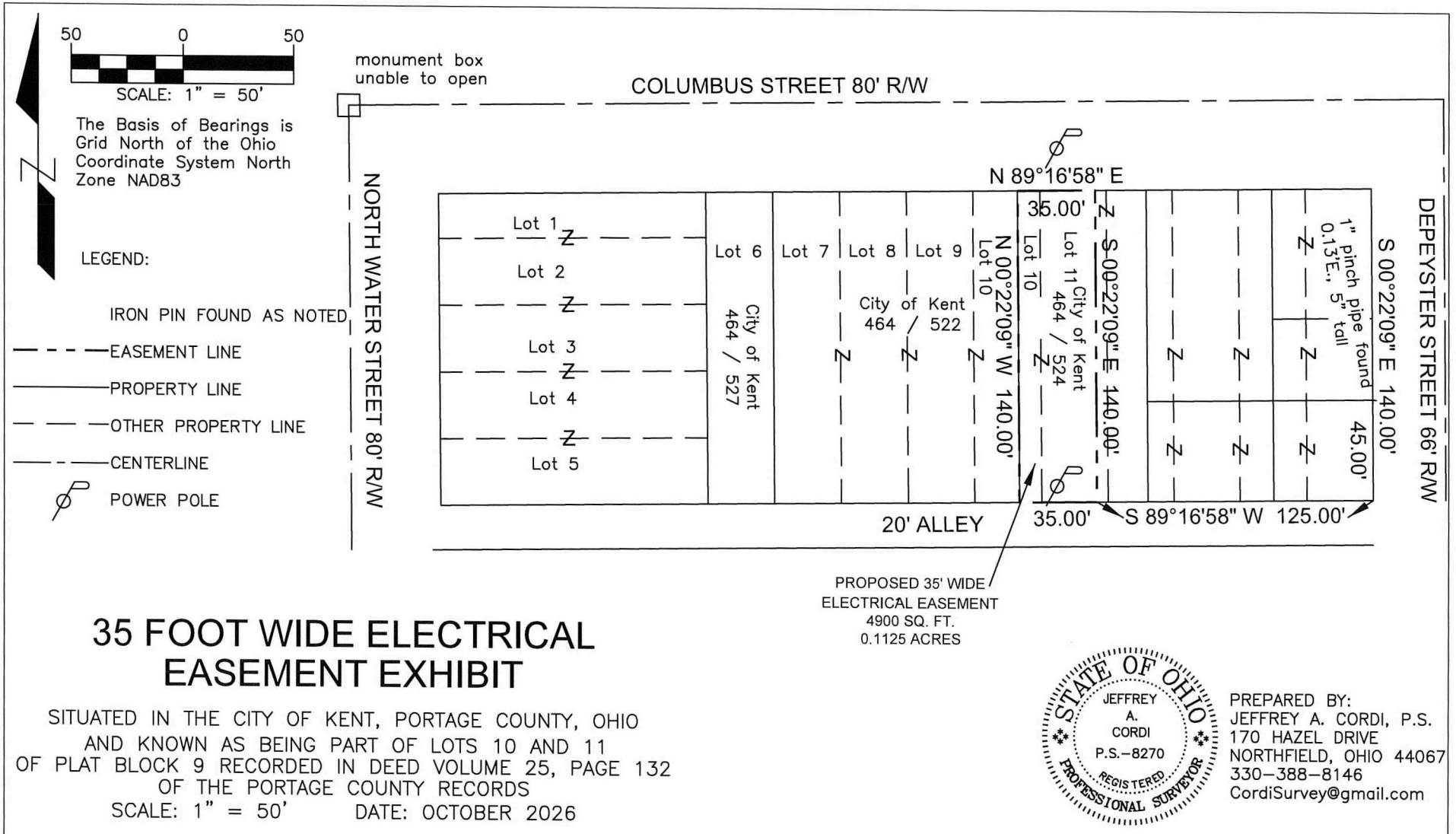
1) Thence **S. 89°16'58"W., 35.00 feet** along the northerly right of way line of said 20 foot wide alley;

2) Thence **N. 00°22'09"W., 140.00 feet** to the southerly right of way line of Columbus Street (60 foot right of way);

3) Thence **N. 89°16'58"E., 35.00 feet** along the southerly right of way line of said Columbus Street;

4) Thence **S. 00°22'09"E., 140.00 feet** to the **TRUE PLACE OF BEGINNING** and containing 0.1125 acre (4900 square feet) of land as determined by Jeffrey A. Cordi (Ohio Professional Surveyor Number 8270) in October of 2026 and subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio Coordinate System, North Zone NAD83



35 FOOT WIDE ELECTRICAL EASEMENT EXHIBIT

SITUATED IN THE CITY OF KENT, PORTAGE COUNTY, OHIO
AND KNOWN AS BEING PART OF LOTS 10 AND 11
OF PLAT BLOCK 9 RECORDED IN DEED VOLUME 25, PAGE 132
OF THE PORTAGE COUNTY RECORDS
SCALE: 1" = 50' DATE: OCTOBER 2026

STATE OF OHIO
JEFFREY A. CORDI
P.S.-8270
REGISTERED
PROFESSIONAL SURVEYOR

PREPARED BY:
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