

ORDINANCE NO. 2025 – 052

**AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A SURFACE EASEMENT AGREEMENT FOR INGRESS AND EGRESS FOR 300 NORTH WATER STREET WHICH IS ADJACENT TO THE CITY OWNED PROPERTY AT 266 NORTH WATER STREET, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City owns the property known as 266 North Water Street and it is scheduled for demolition in the near future; and

**WHEREAS**, 300 North Water is located directly to the north of the property and the paved area is currently being used for pedestrian and vehicular ingress and egress for the building.

**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 for ingress and egress for 300 North Water Street which is adjacent to the City owned property at 266 North Water Street 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: June 18, 2025  
Date

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

EFFECTIVE: June 18, 2025  
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. 2025-052*, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON June 18, 20 25.

(SEAL)

Kathleen Coleman  
KATHLEEN COLEMAN  
CLERK OF COUNCIL



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: May 22, 2025  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *pod.*  
RE: 266 N. Water Street Surface Easement Agreement

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The City of Kent owns the property at 266 North Water Street, and it is scheduled for demolition in the coming weeks. The City's demolition regulations require the removal of the structure and all associated site fixtures and improvements, including any paved areas.

300 North Water Street is the property located directly to the north of the City's property and the current owners, John and Rita Kuhar, currently use a paved area that is on the City's property for vehicle ingress/egress for their building. They have requested the City grant a surface easement for use of a 650 square foot paved area (see attachments) that if the easement is granted, will remain after the structure at 266 North Water Street is razed.

I am respectfully requesting time at the June 4, 2025 Council Committee meeting to discuss this item in greater detail and to request Council authorization, with emergency, to execute the surface easement agreement.

If you need any additional information in order to add this item to the agenda, please let me know.

Thank you.

Attachments

Cc: Hope Jones, Law Director  
Kathy Coleman, Clerk of Council

**266 NORTH WATER STREET, KENT OHIO**

**SURFACE EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENT that this Surface Easement Agreement (“Agreement”) is made the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Kent, Ohio, a municipal corporation (“Grantor”), and John M. and Rita M. Kuhar, husband and wife (“Grantee”).

WHEREAS Grantor owns the real property described in Exhibit A hereto (“Grantor’s Property”); and

WHEREAS, Grantee owns the real property located at 300 North Water Street, Permanent Parcel Number 17-025-30-00-030-000, which abuts Grantor’s Property to the north; and

WHEREAS Grantee desires a surface easement over and across Grantor’s Property for pedestrian and vehicular ingress and egress; and

WHEREAS Grantor is willing to grant Grantee a surface easement over and across the Grantor’s Property for pedestrian and vehicular ingress and egress subject to the terms contained below;

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

1. Grantor hereby grants Grantee a surface easement over and across the portion of Grantor’s Property described in Exhibit A hereto (“Surface Easement Area”) to provide pedestrian and vehicular ingress and egress to Grantee’s property.
2. Grantee shall be solely responsible for maintaining the improved/paved surface within the Surface Easement Area and shall indemnify, defend, and hold Grantor harmless from any liability whatsoever arising out of the use and enjoyment of the Surface Easement Area by Grantee its contractors, agents, guests and invitees.
3. Grantor may use the Surface Easement Area for any purpose not inconsistent with Grantee’s full use and enjoyment of the Surface Easement Area as granted herein, provided however if any use made of the Surface Easement Area by Grantor its contractors, agents, guests and invitees results in damage to the Surface Easement Area or creates excessive wear and tear, Grantor shall contribute to the maintenance and repair costs to the extent of the injury or damage caused by or under Grantor.
4. 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.
5. This grant of the Surface Easement Area shall run with the title to Grantor’s Property and Grantee’s Property and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

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

**GRANTEE: JOHN M. KUHAR AND RITA KUHAR**

\_\_\_\_\_

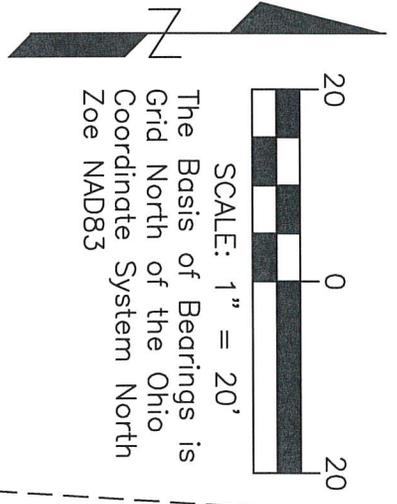
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**APPROVED AS TO FORM:**

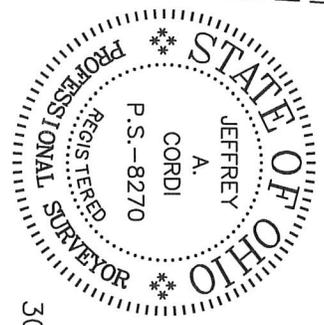
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Hope Jones, Law Director, City of Kent

**FIRST DRAFT ONLY-UNDER REVIEW BY CITY OF KENT LAW DEPARTMENT**



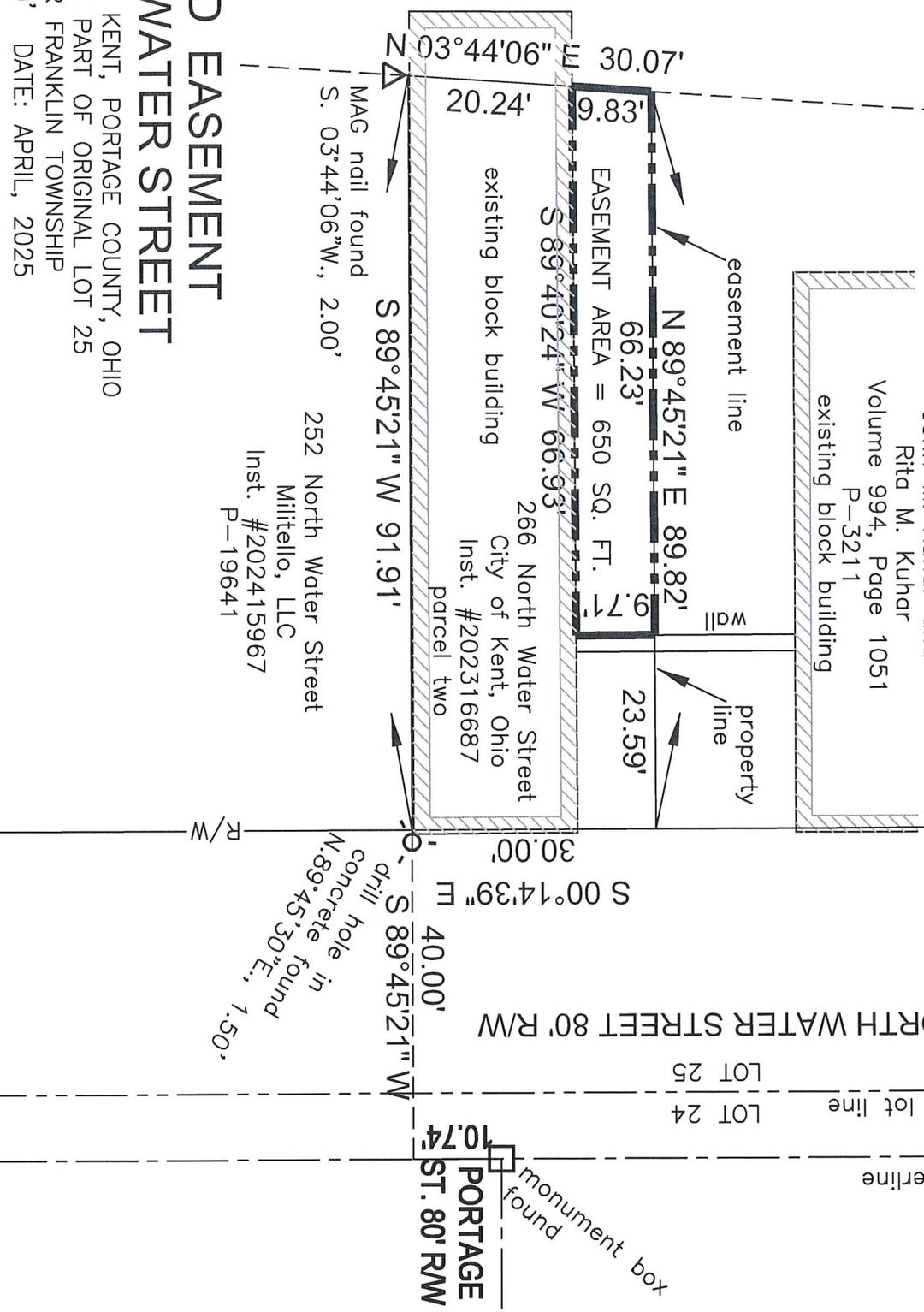
The Basis of Bearings is  
Grid North of the Ohio  
Coordinate System North  
Zoe NAD83



Prepared by:  
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CordiSurvey@gmail.com

300 North Water Street  
John M. Kuhar and  
Rita M. Kuhar  
Volume 994, Page 1051  
P-3211  
existing block building

Akron Barberton Cluster Railway Co.  
Volume 1169 Page 708



# PROPOSED EASEMENT 266 NORTH WATER STREET

SITUATED IN THE CITY OF KENT, PORTAGE COUNTY, OHIO  
AND KNOWN AS BEING PART OF ORIGINAL LOT 25  
OF THE FORMER FRANKLIN TOWNSHIP  
SCALE: 1" = 20' DATE: APRIL, 2025

**PROPOSED EASEMENT  
266 NORTH WATER STREET  
650 SQUARE FEET**

Situated in the City of Kent, Portage County Ohio and known as being part of Original Lot 25 of the former Franklin Township, also being part of land conveyed to the City of Kent Ohio by deed recorded in Instrument Number 202316687 (parcel two) of the Portage County Records and more fully described as follows:

Commencing at a monument box found at the intersection of the centerlines of Portage Street (80 foot right of way) and North Water Street (80 foot right of way);

Thence S.  $00^{\circ}14'39''$ E., 10.74 feet along the centerline of said North Water Street;

Thence S.  $89^{\circ}45'21''$ W., 40.00 feet to the westerly right of way line of said North Water Street;

Thence N.  $00^{\circ}14'39''$ W., 30.00 feet along the westerly right of way line of North Water Street to the northeasterly corner of said City of Kent, Ohio parcel, also being the southeasterly corner of a parcel now or formerly owned by John M. Kuhar and Rita M. Kuhar as recorded in Volume 994, Page 1051 of the Portage County Records;

Thence S.  $89^{\circ}45'21''$ W., 23.59 feet along the northerly line of said City of Kent, Ohio parcel and the southerly line of said Kuhar parcel to the **TRUE PLACE OF BEGINNING** for the **EASEMENT** herein described;

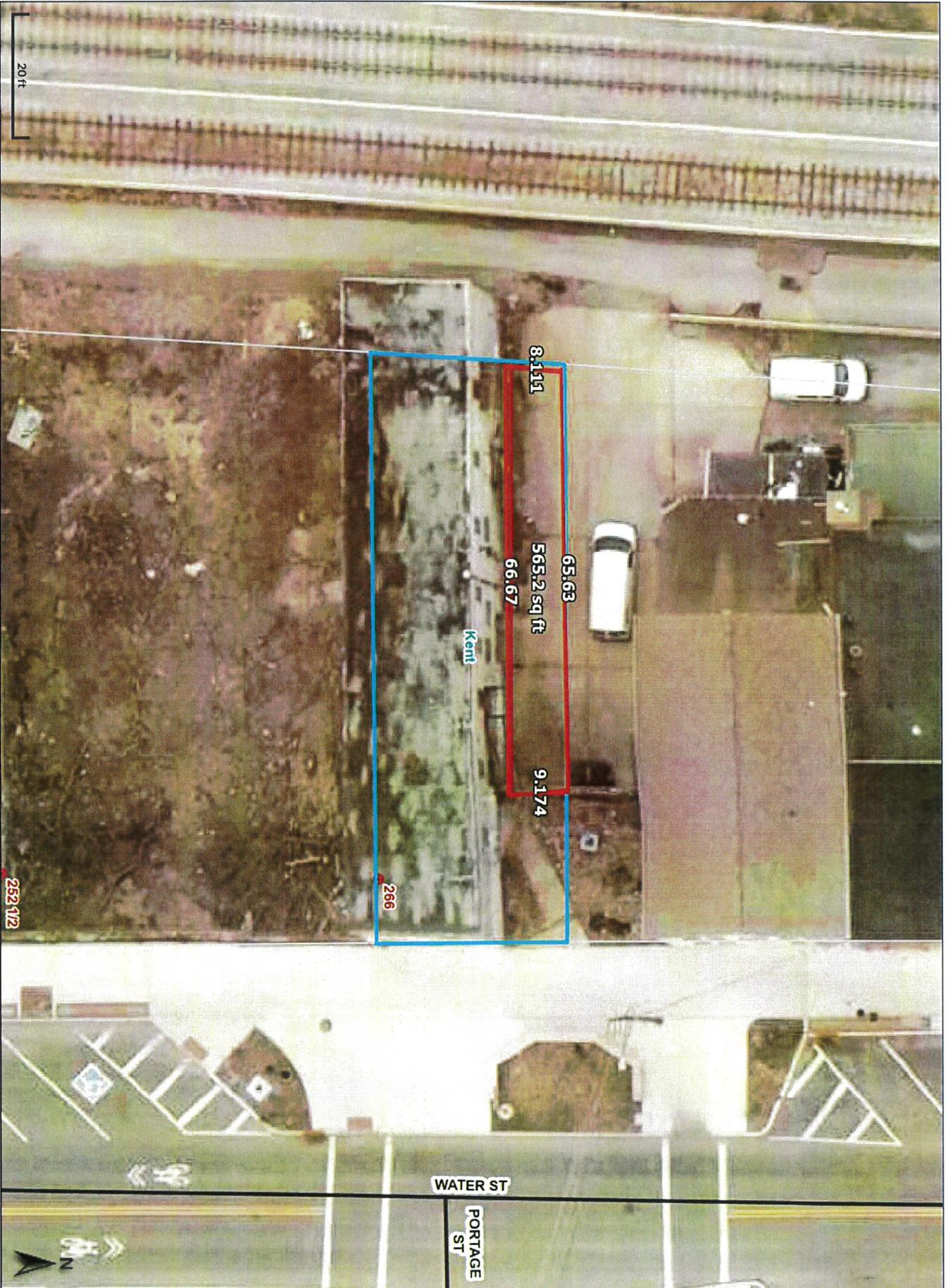
1) Thence **S.  $00^{\circ}19'36''$ E., 9.71 feet** to the northerly line of the existing block building;

2) Thence **S.  $89^{\circ}40'24''$ W., 66.93 feet** along the northerly line of the existing block building to the westerly line of a parcel now or formerly owned by the Akron Barberton Cluster Railway Co. as recorded in Volume 1169, Page 708 of the Portage County Records;

3) Thence **N.  $03^{\circ}44'06''$ E., 9.83 feet** along the easterly line of said Railway parcel to the northwesterly corner of said City of Kent, Ohio parcel and the southwestly corner of said Kuhar parcel;

4 Thence **N. 89°45'21"E., 66.23 feet** along the northerly line of said City of Kent, Ohio parcel and the southerly line of said Kuhar parcel to the **TRUE PLACE OF BEGINNING** and containing **650 square feet** of land as surveyed by Jeffrey A. Cordi (Ohio Professional Surveyor Number 8270) in April of 2025.

The Basis of Bearings is Grid North of the Ohio Coordinate System North Zone NAD83.



20 ft

8.1111

65.63

565.2 sq ft

66.67

9.174

Kent

286

252 912

WATER ST

PORTAGE ST

