

RESOLUTION APPROVING CONTRACT FOR RIGHT OF ENTRY WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR PROPERTY OWNED BY ASHTABULA COUNTY PARCEL NO. 27-022-00-019-03, COMMISSIONERS OFFICE, ODOT PROJECT NO. D04-CULVERTS-FY2023; PID 113703

WHEREAS, The Ohio Department of Transportation has contacted the Ashtabula County Board of Commissioners to request a Contract for Right of Entry be approved, to-wit:

Scope: To allow the State to enter upon, occupy and have exclusive possession of the real property for the purposes of constructing a highway or facility incidental to the highway further described in the attached Exhibit A, B and C.

Description: ODOT proposes to replace a culvert along State Route 84 between Green Road and S. Wright Street in Kingsville Township, Ashtabula County with all work to be completed within the existing roadway right-of-way.

Provider: Ohio Department of Transportation, District 4, 2088 S. Arlington Rd., Akron, OH 44306

Cost: none to the county, State will pay \$1.00

Term: effective January 20, 2023, with the rights to terminate upon the occurrence of the State acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from January 20, 2023, unless otherwise agreed to in writing between the parties; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-59

January 19, 2023

RESOLUTION APPROVING RIGHT OF ENTRY CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR PROPERTY OWNED BY ASHTABULA COUNTY PARCEL NO. 27-022-00-019-03, COMMISSIONERS OFFICE

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 001-T
ATB 84-1867/113703

The purpose of this Agreement is to allow the State to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the State of Ohio, Department of Transportation [“State] and Ashtabula County Commissioners [“Owner”; “Owner” includes all of the foregoing named persons or entities]. State and Owner 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. State shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to State the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from State any interest, rent or other consideration of any kind for the period of time during which State occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after January 20, 2023, State, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of State shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property

described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, State shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the State shall terminate upon the occurrence of the State acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to State the rights, interests and privileges described in Exhibit A.

4. Owner shall notify State of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to State such notification in writing immediately.

5. Owner acknowledges that State has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the State that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon State's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to State.

7. The Parties agree that if State acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to

and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to State.

8. Owner acknowledges that State has explained to Owner that no owner of property can be required to surrender possession of the same to State prior to:

- (i) the payment of the total, agreed upon purchase price by State; or
- (ii) in the case of an appropriation, the deposit by State with the court, for the benefit of the owner, an amount not less than State's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits State to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of State and Owner and their respective heirs, executors, administrators, successors and assigns.

11. 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.

12. 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 whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. 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 State and Owner.

EXHIBIT A

RX 286 T

Page 1 of 2

Rev. 12/16

Ver. Date 01-13-2023

PID 111184

**PARCEL -
ATB-84-18.67
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
TO GRADE AND SEED
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

[Surveyor's description of the premises follows]

Situated in the Township of Kingsville, County of Ashtabula and State of Ohio and known as being a part of Lot 32, Township 13-North, Range 2-W, and is bounded and described as follows;

Beginning at a point on the northerly right of way line of State Route 84 being 30.00 feet left of centerline of State Route 84 Station 234+30.34 and further being the principal place of beginning;

Thence North 18° 46' 33" West, along the existing standard highway easement line, 42.11 feet to a point, said point being 72.11 feet left of centerline of State Route 84 station 234+30.34;

Thence North 71° 13' 27" East, along the proposed temporary easement line, 30.00 feet to a point, said point being 72.11 feet left of centerline of State Route 84 station 234+60.34;

Thence South 18° 46' 33" East, along the proposed temporary easement line, 42.11 feet to a point on the northerly right of way line of State Route 84, said point being 30.00 feet left of centerline of State Route 84 station 234+60.34;

Thence South 71° 13' 27" West, along the northerly right of way line of State Route 84, 30.00 feet to the principal place of beginning and containing 0.029 acres, of which, 0.000 acres are within the present road occupied;

This description was prepared and reviewed by Tim W. Ward, Professional Surveyor No. 8045, of the State of Ohio, Department of Transportation.

This description is based on a survey made by the State of Ohio, Department of Transportation in October 2022, under the direction and supervision of Brian C. Meade, Registered Surveyor No. 8168.

EXHIBIT A

Page 2 of 2

RX 286 T

Rev. 12/16

Prior instrument of reference as of the date this survey was prepared: Book 29, Page 86 of the Ashtabula County Records.

The above described area is part of Ashtabula County Auditor's Parcel No. 27-022-00-019-00.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).



Tim W. Ward

2-17-23

EXHIBIT B
To
CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 001-T
ATB 84-18.67 / 113703

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

There are no structures in the take area.

IN WITNESS WHEREOF, the State of Ohio, Department of Transportation, and Ashtabula County Commissioners have executed this Agreement on the date(s) indicated immediately below their respective signatures

OWNER(S)

Ashtabula Co. Commissioners

Name:

[Handwritten Signature]

Title:

Vice President

Date:

1/19/2023

Ashtabula County Commissioners

Name:

[Handwritten Signature]

Title:

Commissioner

Date:

1/19/2023

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

Jack Marchbanks, Ph.D., Director

Date:

By:

Christopher D. Huff
Real Estate Administrator



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

District 4
2088 S. Arlington Rd, Akron, OH 44306
330-786-3100
transportation.ohio.gov

January 11, 2023

**RE: Property Owner Notification
State Route (SR) 84 Culvert Replacement (ATB-84-18.67)
Kingsville Township, Ashtabula County
ODOT Project No. D04-Culverts-FY2023; PID 113703**

RECEIVED

JAN 13 2023

ASHTABULA COUNTY BOARD
OF COMMISSIONERS

Dear Property - Business Owner(s),

The Ohio Department of Transportation (ODOT) proposes to replace a culvert along State Route (SR) 84 between Green Road and S. Wright Street in Kingsville Township, Ashtabula County. All work will be completed within the existing roadway right-of-way.

The project is currently scheduled to begin construction in the summer of 2023. During project construction, State Route 84 at the culvert site will be closed to traffic for a period not to exceed 14 consecutive calendar days. The official detour route for this closure will utilize State Route 193, U.S. Route 20 and State Route 11, however, a local detour will also be established. Construction, lane restriction and roadway closure/detour information will be posted within the project construction limits and all intersecting side roads prior to the start of project construction. Access shall be maintained to all properties and businesses within and adjacent to the project construction limits for the duration of project construction.

We welcome your questions and comments. To ensure the proposed project is viable and successful, ODOT is seeking comments you may have regarding the social, environmental and economic impacts of the proposed construction activities. Project-related issues you may wish to comment on include, but are not limited to, the effect of the project on your property, the local economy, historic or cultural resources, etc.

We sincerely appreciate your cooperation and assistance, so this worthwhile project can be completed at the earliest possible date. Any comments you may have regarding the environmental impacts and/or the proposed project may be submitted by February 10, 2023, to:

Ohio Department of Transportation, District 4
Attn: Sean Carpenter, District Environmental Specialist
2088 South Arlington Road
Akron, Ohio 44306-4243

Should you have any comments or questions, please feel free to contact Sean Carpenter at (330) 786-2274, by electronic mail at Sean.Carpenter@dot.ohio.gov or the ODOT webpage, www.transportation.ohio.gov, select "ODOT Projects" on the top banner, click the "Enter My Location" button and enter "Trumbull".

Respectfully,

Sean Carpenter

Sean Carpenter
District 4 Environmental Specialist