

RE-610
5/3/2017

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

County MUS
Route 376
Section 5.09
Parcel No. 010-1
PID No. 115989

RESIDENTIAL RELOCATION RECORD

Displaced Person(s): Thomas Rodgers, Hope Miller

Date Interviewed: 6/15/23

Site Address: 8895 Gaysport Hill Road
Gaysport, OH 43720

Home Phone: N/A

Cell Phone: 740-487-8603, 740-487-8594, 740-647-2404

Email Address: 0

Date of Occupancy: 1/1/21 Occupancy Class: Tenant: 90 Days or more

Is owner considering retention of the home?: No

Is there a mortgage on the site dwelling?: No Balance: \$0.00 Loan Type: 0 % Rate: 0.00%

Mobile Home Rent: \$0.00 Monthly Dwelling Rent: \$0.00 Utilities for Dwelling: \$144.00

Mobile Home Lot Rent: \$0.00 Utilities for Lot: \$0.00

FMVE: _____ Approval Date: _____

Rev. FMVE: _____ Approval Date: _____

THSC: _____ Approval Date: _____

Rev. THSC: _____ Approval Date: _____

Owner Occupant:

Tenant Occupant:

Price Differential Computation: \$0.00

Rent Differential Computation: \$18,438.00

Price Differential Approval Date: _____

Rent Differential Approval Date: 1/30/2024

Revised Price Differential Computation: \$0.00

Revised Rent Differential Computation: \$0.00

LRH Approved?: 0

LRH Approved?: Yes

Less than (3) Comps Approved?: 0

Less than (3) Comps Approved?: N/A

of Referrals: 4 Date Sent: 1/22/2024 # of Referrals: _____ Date Sent: _____

of Referrals: _____ Date Sent: _____ # of Referrals: _____ Date Sent: _____

Date Move Approved: 5/7/2024

Initiation of Negotiations: 1/13/2024

Move Auth. Date: 5/7/2024

Price Differential Offer Date: 2/1/2024

Move Type: _____

Revised Price Differential Offer Date: _____

Actual Move Date: 5/31/2024

Date Contract for Subject Signed: _____

Post Move By: Kimber L. Heim

90-Day Expiration Date: _____

Date of Post Move: 7/15/2024

Date filed by Ag's office: _____

Last Date to file a claim: _____

Vacate Notice Delivered: _____

Date of Final Acquisition Payment: _____

Expiration of Vacate Notice: _____

Address Relocated To:

883 Goddard Street
Zanesville, OH

Dwelling Type: 2-Story Single Family

Other: _____

Is Replacement DS&S: Yes

Occupancy Status of Replacement: Tenant

Distance moved: 19.00

Temporary or Permanent Move?: Permanent

Appeal Data

Date: _____ Appeal Granted or Denied?: _____

Basis for granting:

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
ENTITLEMENT COMPUTATION

County: MUS
Route: 376
Section: 5.09
Parcel No: 010-1
PID No: 115989

Comparable selected as basis for correlation of entitlement:

Compl

Basis for the selected comparable is found within the attached Site Description, Comparable Descriptions, Correlation Description and Interior Photos

Rent Differential:		Downpayment Assistance:	
A: Base Rent for Prime Comparable:	<u>\$1,058.00</u>	A: Rent Differential:	<u>\$18,438.00</u>
B: Subject Base Rental Rate:	<u>\$619.00</u>	B: LRH Maximum:	<u>\$7,200.00</u>
or:		C: Greater of A or B:	<u>\$18,438.00</u>
C: 30% of Income:	<u>\$0.00</u>	D: Purchase Amount:	
D: A minus B (or C) X 42 = Estimated Supplement:	<u>\$18,438.00</u>	E: Actual Downpmt:	
E: Base Rent for Replacement:		F: Incidental Costs:	
F: E minus B (or C) X 42		G: FINAL ADDITIVE:	
G: Lesser D or F = FINAL DIFFERENTIAL:	<u>\$18,438.00</u>		

Maximum Rent Differential Certification:

I, the undersigned, hereby state that the amount of: \$18,438.00 has been established by me as the Rent Differential Maximum for the subject displacee. I understand that this determination may be used in securing parcels in connection with Federal-Aid or Project. I further state that I have no direct or indirect, present or contemplated personal interest in this transaction or will I derive any benefit from this differential payment. I further state that all housing was inferiorly and exteriorly inspected by myself and the dwellings utilized in this determination are available, decent, safe and sanitary open fair housing.

Signature: *[Handwritten Signature]*

Date: *January 30, 2014*

FOR REVIEWER PURPOSES ONLY:

Less than (3) Approved?: N/A LRH Approved?: Yes

Signature: _____

Date: _____

Final Differential Certification:

I, the undersigned, hereby state that the amount of: \$18,438.00 has been established by me as the final additive payment for the subject displaced person. I understand that this determination may be used in securing parcels in connection with a Federal Aid Highway or Project. I further state that I have no direct or indirect, present or contemplated personal interest in this transaction or will I derive any benefit from this additive payment.

Signature of Agent: _____

Signature of Reviewer: _____

Date: _____

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
COMPARABLE PROPERTY ANALYSIS

County MUS
Route 376
Section 5.09
Parcel No 010-1
PID No 115989

Subject	Comp#1	Comp#2	Comp#3
			
Address: 8895 Gavsport Hill Road Gaysport, OH 43720	Address: 830 Race Street Zanesville, OH 43701	Address: 1504 Carroll Street Zanesville, OH 43701	Address: 947 Moxahala Street Zanesville, OH 43701
Lot Size: 1.061 acres	Lot Size: 0.141	Lot Size: 0.096	Lot Size: 0.102
Type of Dwelling: 1 Story	Type of Dwelling: 1 Story	Type of Dwelling: 2-Story Single Family	Type of Dwelling: 1 Story
Exterior Finish: Wood	Exterior Finish: Aluminum	Exterior Finish: Wood	Exterior Finish: Wood
Age: 123	Age: 93	Age: 121	Age: 122
Neighborhood: Rural / Residential	Neighborhood: Residential	Neighborhood: Residential	Neighborhood: Residential
Garage: No	Garage: No	Garage: No	Garage: No
Car Count: 0	Car Count: N/A	Car Count: N/A	Car Count: N/A
Att / Det: 0	Att / Det: N/A	Att / Det: N/A	Att / Det: N/A
Basement: Yes	Basement: Yes	Basement: Yes	Basement: Yes
Full / Part: Partial	Full / Part: Full	Full / Part: Full	Full / Part: Full
Fin. / Unfin. Unfinished	Fin. / Unfin. Unfinished	Fin. / Unfin. Unfinished	Fin. / Unfin. Unfinished
# of Rooms: 4	# of Rooms: 5	# of Rooms: 5	# of Rooms: 4
# of Bedrooms: 2	# of Bedrooms: 2	# of Bedrooms: 3	# of Bedrooms: 2
# of Bathrooms: 1	# of Bathrooms: 1	# of Bathrooms: 1	# of Bathrooms: 1
Gross SqFt: Gross 918	Gross SqFt: 688	Gross SqFt: 1248	Gross SqFt: 645
Water: Well	Water: City	Water: City	Water: City
Sewer: Septic	Sewer: City	Sewer: City	Sewer: City
DS&S? Yes	DS&S? Yes	DS&S? Yes	DS&S? Yes
School District: Franklin SD	School District: Zanesville CSD	School District: Zanesville CSD	School District: Zanesville CSD
Proximity to Public Transportation: 0	Proximity to Public Transportation: 0	Proximity to Public Transportation: Yes	Proximity to Public Transportation: 0
A/C? No	A/C? No	A/C? Yes	A/C? No
Proximity to Emphnt: 25	Proximity to Emphnt: 10	Proximity to Emphnt: 10	Proximity to Emphnt: 10
Listing Agent Name / Contact: XXXXXXXXXX	Listing Agent Name / Contact: Jazzlynn Gay	Listing Agent Name / Contact: Jazzlynn Gay	Listing Agent Name / Contact: Jazzlynn Gay
Site Base: \$475.00	Comp: \$850.00	Comp: \$850.00	Comp: \$1,000.00
Rent Differential Est: XXXXXXXXXX	Rent Differential Est: \$15,750.00	Rent Differential Est: \$15,750.00	Rent Differential Est: \$22,050.00
Date Available: XXXXXXXXXX	Date Available: 1/1/2024	Date Available: 1/1/2024	Date Available: 1/15/2024

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
COMPARABLE UTILITY ANALYSIS
(FOR TENANT USE ONLY)

County: MUS
Route: 376
Section: 5.09
Parcel No 010-1
PID No: 115989

Subject	Comp 1	Comp 2	Comp 3	Replacement
Electric: \$63.00	\$48.00	\$91.00	\$77.00	
Gas: _____	\$63.00	\$60.00	\$60.00	
Fuel Oil: _____				
LP: \$81.00				
Water: _____	\$27.00	\$27.00	\$27.00	
Sewage: _____	\$48.00	\$48.00	\$48.00	
Other				
trash _____	\$22.00	\$22.00	\$22.00	
I.D. other item: _____				
I.D. other item: _____				
I.D. other item: _____				
Total Utility Usage: \$144.00	\$208.00	\$248.00	\$234.00	\$0.00
Econ. / Contract Rent: \$475.00	\$850.00	\$850.00	\$825.00	
Total Base Rent: \$619.00	\$1,058.00	\$1,098.00	\$1,059.00	\$0.00
30% of Income VERSUS Site Base Rent				
Income Limit - Designated Area: _____	\$0.00		Gross Monthly Income: \$0.00	
Low Income Limit: _____	\$0.00		X 30% of Income: \$0.00	
Annual Income of Principle Wage Earner: _____	\$0.00		Site Base Rent: \$619.00	
Qualified as Low Income: No			Lesser of 30% or Base: \$0.00	

ALLOWANCES FOR TENANT-FURNISHED UTILITIES							
Zanesville Metropolitan Housing Authority							1/1/2023
Single Family							
		0 bed	1 bed	2 bed	3 bed	4 bed	5 bed
Heating							
a. Natural gas		\$53	\$57	\$60	\$67	\$76	\$79
b. propane		\$43	\$63	\$81	\$99	\$124	\$139
c. electric		\$27	\$37	\$48	\$58	\$71	\$81
d. fuel oil		\$45	\$70	\$82	\$102	\$127	\$149
Cooking							
a. natural gas		\$3	\$3	\$3	\$3	\$3	\$9
b. Propane		\$7	\$11	\$12	\$17	\$23	\$27
c. electric		\$2	\$2	\$3	\$3	\$4	\$9
Other Electric							
a. electric		\$18	\$24	\$26	\$31	\$36	\$38
Air Conditioning							
a. electric		\$11	\$11	\$14	\$16	\$21	\$24
Water Heating							
a. natural gas		\$9	\$9	\$13	\$14	\$19	\$21
b. Propane		\$17	\$23	\$30	\$33	\$42	\$47
c. electric		\$4	\$10	\$12	\$13	\$17	\$22
Water & Sewer							
	Dresden	\$55	\$55	\$60	\$69	\$73	\$78
	Frazeytsburg	\$58	\$58	\$58	\$58	\$58	\$58
	New Concord	\$27	\$54	\$82	\$132	\$185	\$231
	Roseville	\$80	\$80	\$94	\$138	\$169	\$213
	Zanesville	\$33	\$46	\$62	\$93	\$117	\$149
Water (only)							
(East)	Muskingum	\$30	\$30	\$35	\$67	\$81	\$96
	Maysville	\$25	\$32	\$45	\$74	\$103	\$131
	Philo	\$25	\$25	\$25	\$25	\$25	\$25
	So. Zanesville	\$19	\$19	\$27	\$35	\$43	\$51
	Zanesville	\$9	\$13	\$18	\$28	\$35	\$46
Sewer (only)							
	Muskingum County	\$48	\$48	\$48	\$48	\$48	\$48
	So. Zanesville	\$48	\$48	\$48	\$48	\$48	\$48
Trash Collection							
	City of Zanesville	\$22	\$22	\$22	\$22	\$22	\$22
	S. Zanesville	\$18	\$18	\$18	\$18	\$18	\$18
	Other areas	\$20	\$20	\$20	\$20	\$20	\$20
Range/Microwave							
		\$8	\$8	\$8	\$7	\$7	\$7
Refrigerator							
		\$6	\$6	\$6	\$9	\$10	\$10

RE 607

STATE OF OHIO

County MUS

6/2023

DEPARTMENT OF TRANSPORTATION

Route 376

TENANT RENT AND UTILITY VERIFICATION

Parcel No. 010-1

Pid No. 115989

Verification of Utilities

The Local Housing Authority's current Allowances for Tenant Furnished Utilities and Other Services will be used to determine the average cost of utilities at the displacement site. If the area is not covered by a Local Housing Authority, the schedule for a nearby and similar Housing Authority shall be used.

	Heat	HW Heater	Stove	Other	Included in monthly rent
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No
Propane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No
Natural Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No
Fuel Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No
Water/sewage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
Trash pickup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Choose an item.

Verification of Rent

The Agency will use economic rent if a tenant's lease is not arm's length, if the tenant is providing a service in lieu of rent, or if the Agency is unable to obtain the needed data to verify rent.

Lease/Rental Agreement

Rent Receipts (3 consecutive months)

Copy attached	<u>Yes</u>	Copies attached	<u>Choose an item.</u>
Signed and Dated	<u>Yes</u>	Signed and Dated	<u>Choose an item.</u>
Monthly Rent Paid	<u>\$850.00</u>	Monthly Rent Paid	<u>\$0.00</u>

Other services provided in lieu of rent _____

HUD Voucher: Type of Unit	Monthly benefit	\$0.00	Attached	Yes <input type="checkbox"/>
				No <input type="checkbox"/>

By signing below, I certify that the above information relating to rent and utilities for the housing unit Located at 883 Goddard Street, Zanesville, Ohio As set forth is true.

Owner/LandLord

Tenant/Occupant

U.S.C. Title 18 Sec 1001 provides "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry shall be fined not more than \$10,000 or imprisoned not more than five years or both." Chapter 2913, Ohio Revised Code, provides similar penalties for false, fictitious, or fraudulent statements or representations

OHIO STANDARD LEASE AGREEMENT

I. THE PARTIES. This Residential Lease Agreement ("Agreement") made this March, 2024 is between:

Landlord: Thomas & Virginia Rodges with a mailing address of 7300 Dietrichhill Rd. ("Landlord"), AND

Tenant(s): Thomas Rodges & Hay Miller ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a fixed lease. The Tenant shall be allowed to occupy the Premises starting on June 1st, 2024 and end on May 31, 2025 ("Lease Term"). At the end of the Lease Term and no renewal is made, the Tenant: (check one)

- May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.
- Must vacate the Premises.

III. OCCUPANT(S). The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT(S) NAME(S)] ("Occupant(s)")
- There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

- a.) Mailing Address: 883 Goddard AV.
- b.) Residence Type: Apartment House Condo Other: [OTHER]
- c.) Bedroom(s): 3
- d.) Bathroom(s): 1 1/2

The aforementioned property shall be leased wholly by the Tenant ("Premises").

V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as: (check one)

- A residential dwelling only.

- A residential dwelling and: [OTHER USES FOR THE PREMISES]

VI. FURNISHINGS. The Premises is: (check one)

- To be furnished with the following items: [ENTER FURNISHINGS]

- Not furnished.

*Stove - Fridge - Washer
dryer, Bed room
Front room, 50.00
Paintings
Books
Towels*

VII. APPLIANCES. The Landlord shall: (check one)

- Provide the following appliances: [ENTER APPLIANCES]

- Not provide any appliances.

VIII. RENT. The Tenant shall pay the Landlord, in equal monthly installments, \$850.00 ("Rent"). The Rent shall be due on the 1st of every month ("Due Date") and paid under the following instructions: Check, Money Order or Cash.

IX. NON-SUFFICIENT FUNDS (NSF CHECKS). If the Tenant pays the Rent with a check that is not honored due to insufficient funds (NSF): (check one)

- There shall be a fee of \$25.00 per incident.

- There shall be no fee.

X. LATE FEE. If Rent is not paid on the Due Date: (check one)

- There shall be a penalty of \$[LATE FEE] due as One (1) Time Payment Every Day Rent is Late. Rent is considered late when it has not been paid within *3* [#] day(s) after the Due Date.

- There shall be No Late Fee if Rent is late.

XI. FIRST (1ST) MONTH'S RENT. The Tenant is required to pay the first (1st) month's rent: (check one)

- Upon the execution of this Agreement.

- Upon the first (1st) day of the Lease Term.

XII. PRE-PAYMENT. The Tenant shall: (check one)

- Pre-Pay Rent in the amount of \$[PRE-PAY RENT AMOUNT] for the term starting on [START DATE] and ending on [END DATE]. The Pre-Payment of Rent shall be due upon the execution of this Agreement.

- Not be required to Pre-Pay Rent.

XIII. PRORATION PERIOD. The Tenant: (check one)

Shall take possession of the Premises before the start of the Lease Term on [START DATE] and agrees to pay \$[PRORATION AMOUNT] for the proration period. The proration rate is calculated by the monthly Rent on a daily basis which shall be paid by the Tenant upon the execution of this Agreement.

- Shall not be taking possession of the Premises before the Lease Term.

XIV. SECURITY DEPOSIT. As part of this Agreement: (check one)

- The Landlord requires a payment in the amount of \$2550.00 ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 15 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

- The Landlord does not require a Security Deposit as part of this Agreement.

XV. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant: (check one)

- Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

- Shall not inspect the Premises or complete a move-in checklist.

XVI. PARKING. The Landlord: (check one)

- Shall provide [#] parking space(s) to the Tenant for a fee of \$[PARKING FEE] to be paid at the execution of this Agreement on a monthly basis in addition to the rent. The parking space(s) are described as: [DESCRIBE PARKING SPACES]

- Shall NOT provide parking.

XVII. SALE OF PROPERTY. If the Premises is sold, the Tenant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

- Has the right to terminate this Agreement by providing 60 days' notice to the Tenant.

- Does not have the right to terminate this Agreement.

XVIII. UTILITIES. The Landlord shall provide the following utilities and services to the Tenant: No utilities provided by Landlord.

Any other utilities or services not mentioned will be the responsibility of the Tenant.

XIX. EARLY TERMINATION. The Tenant: (check one)

- Shall have the right to terminate this Agreement at any time by providing at least [#] days' written notice to the Landlord along with an early termination fee of \$[EARLY TERMINATION FEE] (US Dollars). During the notice period for termination the Tenant will remain responsible for the payment of rent.

- Shall not have the right to terminate this Agreement.

XX. SMOKING POLICY. Smoking on the Premises is: (check one)

- Permitted ONLY in the following areas: [ENTER SMOKING AREAS]

- Prohibited on the Premises and Common Areas.

XXI. PETS. The Tenant: (check one)

- Shall have the right to have pet(s) on the Premises. The Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

- Shall not have the right to have pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (check one)

- Shall have the right to use a waterbed on the Premises.

- Shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord's / Agent's Address:

7300 Dietrich Mill Rd.

Philo, Ohio 43701

Tenant's Mailing Address: (check one)

- The Premises.

- Other. [TENANT'S ADDRESS FOR NOTICES]

XXIV. AGENT/MANAGER. (check one)

- The Landlord does have a manager on the Premises that can be contacted for any maintenance or repair at:

Name: [MANAGER'S/AGENT'S NAME]

Telephone: [TELEPHONE NUMBER]

E-Mail: [E-MAIL ADDRESS]

- The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair at:

Telephone: 740-819-3271

E-Mail: gin.746 Outlook.com

XXV. POSSESSION. Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

XXVI. ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

XXVII. SUBLETTING. The Tenant shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

XXIX. ASSIGNMENT. Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

XXX. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly " cursory " inspection may be required for all fire extinguishers to make sure they are fully charged.

XXXII. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

XXXIII. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

XXXV. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this

Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

XXXVI. MULTIPLE TENANT OR OCCUPANT(S). Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

XXXVII. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

XXXVIII. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XXXIX. SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

XL. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

XLII. WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

XLIII. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

XLIV. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

XLV. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XLVI. COVENANTS. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

XLVII. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

XLVIII. LEAD PAINT. (check one)

- The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

- The Premises was not built prior to 1978.

XLIX. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of Ohio.

XLIX. ADDITIONAL TERMS AND CONDITIONS.

L. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature Virginia Rodgers Date: 6-6-2024

Print Name: Virginia Rodgers

Tenant's Signature _____ Date: _____

Print Name: X of Thomas Rodgers

Tenant's Signature X of Thomas Rodgers Date: 6-6-2024

Print Name: Hope Miller

AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$2550.00

First (1st) Month's Rent: \$850.00

Parking Fee: \$0.00

Pet Fee(s): \$0.00

Pre-Payment of Rent: \$0.00

Proration Amount: \$0.00

Total Amount: \$2550.00

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1. Lead Warning Statement

Housing build before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

2. Lessor's Disclosure

Total remodeled in 2009 all drywall and new paint in 2016

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): [EXPLAIN]

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below)

- Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Tenant's Acknowledgement

- Tenant has received copies of all information listed above.

- Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

4. Broker's Acknowledgement

- Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord's Signature Virginia Rodgers Date: 6-6-2024

Print Name: Virginia Rodgers

Tenant's Signature X Date: _____

Print Name: X _____

Tenant's Signature _____ Date: _____

Print Name: _____





MEMO TO FILE

Date: January 30, 2024
TO: Patty Moorman – Relocation Reviewer
FROM: Kimber L. Heim, Realty
Specialist Manager
RE: Approval Requested for Market Rent,
Supplement Payment and Use of Last Resort
Housing

The subject property is located at 8895 Gaysport Hill Road, Blue Rock, OH 43720. The subject is a one-story converted schoolhouse located in a rural residential area of Muskingum County, Ohio. The subject sits on 1.061 acres of land on a hill above Blue Rock/Gaysport, Ohio. Most of this property is heavily wooded with a steep ravine topography surrounding the house. This home sits on a hill and is accessed by a long, narrow drive. There is limited mowable, usable lawn. The project has a take area of 1.061 acres due to the instability of the hill the property sits on in Blue Rock. There is no garage for this home, though there is a carport in poor condition and barn that sits down in the ravine. This barn is not utilized by the tenant/occupants, but by a third party.

The subject property has a room count of 4/2/1, which includes a Living Room, combination kitchen/dining room, one full bathroom, and 2 bedrooms. There also is a utility room, which is not included in the total room count, but which was considered in searching for comparables and another room utilized for storage. There is a room blocked off, which could be a bedroom, but it has a collapsed ceiling. It should be noted that the appraiser states there are four bedrooms—per my inspection, one is considered storage only with minimal items on the floor, and one is uninhabitable as noted above. The appraisal also states that there is baseboard heat, but upon inspection, the owner verified there is currently only heat by a wood pellet stove. There is no central air.

The property has 1918 sq ft of living space per auditor. There is a partial basement and part cellar, both areas considered unsafe to access and enter, per the occupants and a personal inspection of the stairway leading down. Due to the lack of utility of several rooms, and the inability to enter them to measure, the estimated habitable living space of this home is 919 per measurements of accessible rooms. The property has a deck and carport. The building was originally built in 1885 and used as a schoolhouse until decommissioned in 1950's and sold in late 1950 to be used as a residence. The heating by pellet stove, unknown condition of the well servicing the property and the septic system does not seem to be up to code. The property is in poor maintenance and is not decent, safe, and sanitary due to the condition of the two rooms and basement.

An exhaustive search has been on-going since June 2023. I have utilized internet sites ZILLOW, REDFIN, FACEBOOK Marketplace, Zanesville Rentals, and driven the area looking for Owner Rental signs. I have had discussions with the three local rental/property agencies in Muskingum County. My search was for the entirety of Muskingum County from Blue Rock to South Zanesville to Zanesville. I have visited six properties and determined that Comparable 1 is a suitable relocation location for Thomas and Hope. This determination has three comparable properties utilized for this determination.

The home located at 830 Race Street, Zanesville, OH 43701 which is DS&S, currently available meets or exceeds all points of comparability which are noted on the RE 611 (T). This property is deemed to be equal to or better than the subject property due to condition of the subject, and has been chosen as the Prime Comparable for determination of the Rent Supplement Payment. See attachment of Site Description and Comparable Analysis for more information on all three comparables. Utility information was gathered from the Zanesville Metropolitan Housing Authority, 01/01/2023 published.

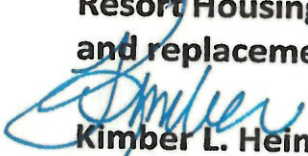
The subject tenants were not charged rent due to a family member owning the property. A market rent determination was made based on the information gathered from Shields Properties, Missy Brest, Chad James and Tami Passwaters, all independent owners of rental properties in Zanesville Municipal Area. Rented units range from \$475 to \$895 and a determination was made that \$475 was most comparable and equal while remaining DS&S. See Memo and grid for more information on the market rent. **Approval is requested for the Market Rent.**

30% income was not considered as the tenant occupants would not provide employment information or income information despite the process of calculating an RSP based on low income being fully explained.

The Prime Comparable is located at 830 Race Street, Zanesville OH and has a rent of \$850 plus utilities as determined using the ZMHA grid = \$208.00 for a total base rent of \$1,058.00. The subject has a market rent of \$475, plus utilities of \$144 for a total base rent of \$619.00. To calculate the Rent Supplement Payment the difference between \$1,058.00 and \$619.00 is multiplied by 42 months = **\$18,438.00** as a Rent Supplement Payment to be provided Thomas Rodgers and Hope Miller. **Approval is requested for the Calculated Rent Supplement Payment.**

The exhaustive, lengthy search of all rental properties available from Gaysport/Blue Rock through Maple Avenue in Northern Zanesville has calculated out to an amount above the \$7,200 limit. If nothing is available within the limit of \$7,200, the displacing agency will provide rental supplement payment under the provisions of Last Resort Housing. Per section 6607.01 of the ODOT Real Estate Manual, Determination to Provide Housing of Last Resort. Whenever a project or program cannot proceed on a timely basis because of comparable replacement rental properties are limited or quickly on and off the market within the monetary limits of \$7,200, the displacing agency shall provide additional or alternate assistance under the provisions of Laas Resort Housing. The condition of the subject property and the added hurdle of market rent calculation being required as no rent was being paid to Property owner and the current market for rental properties in the area has caused our search to exceed the RSP monetary limit of \$7,200.00. **Therefore, I am requesting approval for use of Last Resort Housing.**

I request approval of this RSP (Rent Supplement Payment) and the use of Last Resort Housing (LRH) due to disparity between displacement site market rent and replacement site rent.



Kimber L. Heim
Realty Specialist Manager
Relocation Agent

Approval given for Market Rent, Rent Supplement Payment and Last Resort Housing.

Patty Moorman 1/30/2024

Patty Moorman
Relocation Reviewer
Central Office Relocation Unit Manager

Thank you in advance for your time and consideration of this request.



John R. Wooldridge,
D5 Real Estate Administrator

2-6-2024

Date



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

District 5
 9600 Jacksontown Rd., Jacksontown, OH 43030
 740-323-4400
 transportation.ohio.gov

Item	Subject	Comparable #1	Comparable #2	Comparable #3
Address	8895 Gaysport Hill Rd Gaysport, OH 43720	940 Hopewell Rd N Hopewell, OH 43746	1825 Adams Lane Zanesville, OH 43701	633 Baker Street Zanesville, OH 43701
Monthly Rental Rate	\$0	\$675	\$475	\$895
Data Source: (newspaper, realtor, internet site)	Owner	Internet/Owner	Internet/Owner	Internet/Owner
Contact Information (name/phone number)	Charlie Rodgers	Clay Lattimer	Deborah Davis Graham	Tami Passwaters
Item	Subject	Description	Description	Description
Type of Dwelling (single family, duplex, multi- unit)	Single	Single	Single	Single
Exterior Finish	wood	aluminum	wood	aluminum
Age of Dwelling	1900	1996	1920	1901
Lot size, if applicable	1 acre	26 x 60	0.091 acres	40 x 60
Off Street Parking (number of spaces available to renter)	yes	yes	yes	yes
Garage (number of bays/attached or detached)	Carport/lean to	no	yes	no
Number of rooms above grade	5	6	5	7
Number of finished rooms below grade	0	0	0	0
Total number of rooms in home	5	6	5	7
Basement (Full or Partial, Finished or Unfinished)	no	no	slab	crawl
Number of Bathrooms	1	2	1	1
Gross Sq. Ft.	968 (c)	800	790	1320
Water: city water or well water	well	city	city	city
Heat: Gas, Oil, Electric, Propane	wood pellets	electric	gas	gas
Cooking: electric, gas, other	electric	electric	electric	electric
Air-conditioning	n/a	window	no	window
School District	Franklin	West Muskingum	Tri-Valley	Zanesville
Condition: (good, fair, poor)	poor	fair	average	fair
Other:	Non DS&S			
Indicated Rental Amount	\$0.00	\$675.00	\$475.00	\$895.00

Market Rent determined to be **\$475.00**

Signature of Preparer: _____ Date: January 18, 2024