

Warrant Date: 05/10/2024 Vendor Number: 0000323804 Warrant No: 0051876375

Invoice Number	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
24-5-5172	01626394	35000.00	0.00	0.00	35000.00

DOT 614-752-0408 EHRENBERG, JENN SPECIAL RTN WOOLDRIDGE 115989

~~x~~ *Mj Mahr* 6/11/24

NOT NEGOTIABLE  
NOT NEGOTIABLE  
NOT NEGOTIABLE

RETURN#210003250010G



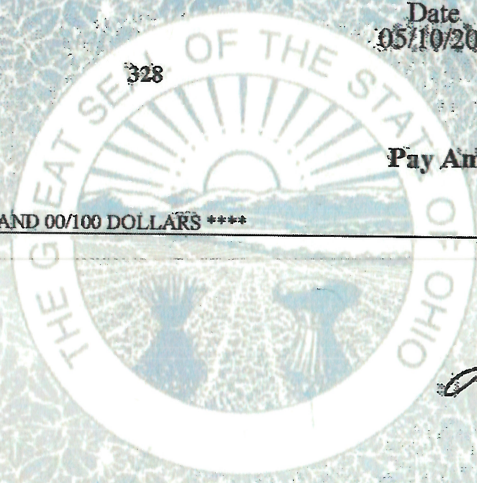
Warrant Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0051876375	05/10/2024	\$35,000.00	\$0.00	\$0.00	\$35,000.00

PLEASE TEAR AT PERFORATION BEFORE CASHING CHECK.

THIS IS OHIO WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING OHIO WATERMARK - HOLD TO LIGHT TO VERIFY OHIO WATERMARK

Dept of Transportation  
1980 West Broad Street 4th Floor  
614-752-0408  
Columbus, OH 43223

Date: 05/10/2024 Fund: 503 Warrant No: 0051876375 16 R  
25-21774



Pay Amount \$35,000.00\*\*\*

Pay \*\*\*\*THIRTY-FIVE THOUSAND AND 00/100 DOLLARS \*\*\*\*

To The Order Of

CHARLIE RODGERS  
1207 PUTNAM AVE  
ZANESVILLE, OH 43701

VOID AFTER 90 DAYS

*Kimberly A. Murnieks*

Kimberly A. Murnieks, Director  
Office of Budget and Management

⑈003500000⑈ ⑆044002174⑆503240518763751016⑈

RE-24  
REV. RealOS V1

STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY BILL

PID 115989  
PARCEL 10  
C/R/S Muskingum 00376 5.090  
BILL NO. 5 - 5172  
PREPARED DATE 5/1/2024

PAYEE

Charlie Rodgers  
1207 Putnam  
Zanesville Ohio 43701

Bill Description		
Vendor No.	Address Code	Receipt Date
0000323804	001	5/1/2024
For warranty deed to be delivered as per contract of sale and purchase for total take with structure		

Bill Costs				
Par	Suf	Acreage	Units	Cost
10	WD	1.0630	Acres	\$35,000.00

Warrant Info					
Voucher	Warrant	Date Of Warrant	Date Mailed	Mailed To	Amount
				Wooldridge	\$35,000.00

Bill Summary																								
Fd	Yr	SAC	SRC DIV.	RC PRG	Act		Object	Ref No.	Tra	Amount	Elig	State Job No	Federal No.	Encumb No	Doc Type	En Ln	H	I	J	K	L	M	N	
7002	24	4PS7	0005	NOCC	0072	574	001 AA	5 - 5172	51	\$35,000.00	S	458880		623304	ENCE	2								

The undersigned hereby certify that all supporting documents, including journal entries, deeds, easements, agreements, bills of sale, maps, plans descriptions resolutions, court entries, appraisals, memoranda, etc. necessary to substantiate the attached voucher are on file with the Department of Transportation and the amount shown does not contain allowance for any item contrary to Ohio law.

Distribution  
State Auditor - Orig  
Transp. Auditor - cc  
District Real Estate Admin  
ditto  
Dist. Engineer  
DOT-3289

APPROVED *John R. Wooldridge*  
District Manager  
POOS Posted: 5/3/2024  
By JOHN WOOLDRIDGE Date 5/3/2024

**Heim, Kimber**

**From:** Wooldridge, John  
**Sent:** Tuesday, April 30, 2024 1:51 PM  
**To:** Heim, Kimber  
**Subject:** RE: Warrants Dated 04-29, 4-30, and 05-01

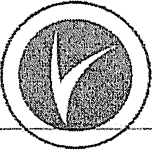
Hi Kimber,

No warrants inbound. This reminds me to ask for the status on RE-24 for (now) 8 parcels (4 on 115989, 3 on 113400, and 1 on 77555). Please let me know when they (each one can be separate) are in REAL OS for RE-24 E-signing. Thank you!

Respectfully,

**John R. Wooldridge**  
**Real Estate Administrator**  
**ODOT District 5**

9600 Jacksontown Road  
Jacksontown, Ohio 43030  
D: 1.740.323.5427 C: N/A  
[John.Wooldridge@dot.ohio.gov](mailto:John.Wooldridge@dot.ohio.gov)



**Department of  
Transportation**

**From:** Griffith, Amber <[Amber.Griffith@dot.ohio.gov](mailto:Amber.Griffith@dot.ohio.gov)>  
**Sent:** Tuesday, April 30, 2024 1:39 PM  
**To:** DOT DistrictWarrants <[DOT.DistrictWarrants@dot.ohio.gov](mailto:DOT.DistrictWarrants@dot.ohio.gov)>  
**Subject:** Warrants Dated 04-29, 4-30, and 05-01

Good afternoon,

The attached warrants have been taken to the mailroom for pickup.

Thank you,

**Amber Griffith**

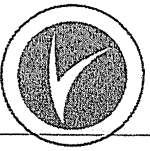
*Financial Program Manager*

ODOT Division of Finance

1980 W. Broad Street, Mail Stop 2120, Columbus, Ohio 43223

D: 614.351.2879

[Amber.Griffith@dot.ohio.gov](mailto:Amber.Griffith@dot.ohio.gov)



**Department of  
Transportation**

**From:** Your Printer <[YourPrinter@dot.state.oh.us](mailto:YourPrinter@dot.state.oh.us)>

**Sent:** Monday, March 18, 2024 12:44 PM

**To:** Griffith, Amber <[Amber.Griffith@dot.ohio.gov](mailto:Amber.Griffith@dot.ohio.gov)>

**Subject:** Warrants Dated 03-19-2024



TITLE REPORT

C/R/S	MUS-376- 5.09
PARCEL	010-WD
PID	115989

42 YEAR REPORT     ABBREVIATED REPORT     UPDATE

**INSTRUCTION:**

(1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT 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, judgment creditors, etc.

(2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) FEE OR OTHER PRIMARY OWNERS

Name	Marital Status (Spouse's Name)	Interest
Charlie N. Rodgers	Single	Fee Simple
Tenant: Thomas Rodgers            (740) 487-8603		Tenant
Tenant: Hope Miller                (740) 487-8594		Tenant
Tenant: Ayden Foley cell         (740) 647-2404		Tenant
Mailing Address: 883 Goddard Ave 1207-1209 Putnam Avenue Zanesville, OH 43701		
Phone Number 740-297-1626 Charlie 740-819-3271 740-868-8423 740-891-2887		
Property Address: 8895 Gaysport Hill Road Blue Rock, OH 43720		

(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)

Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and bounded and described as follows:

Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and being part of the southeast quarter of Section 20, Township 12, Range 12, and being all those lands intended to be described in Deed Volume 1133, Page 9; being further bounded and described as follows:

Commencing at an iron pin found at the northeast corner of Lot No. 12 in the Village of Gaysport, as recorded in Deed Volume 17, Page 432 and 433, thence, South 76° 53' 37" east, 165.00 feet to an iron pin set on the south line of State Route 376, and the TRUE POINT OF BEGINNING for the parcel herein intended to be described; thence, continuing South 76° 53' 37" east, 132.00 feet to an iron pin found; thence, south 16° 25' 37" West, 561.00 feet to a point, passing an iron pin found at 375.20 feet; thence, north 76° 53' 37" west, 33.00 feet to an iron pin set on the east line of Gaysport Hill Road; thence, North 06° 20' 03" East, 563.97 feet to the point of beginning, and containing 1.061 acres, more or less.

Current Deed Reference: Volume 2922, Page 825

APN: 06-42-02-51-000

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address & Phone Number Date Filed Amount & Type of Lien  
No Recorded Mortgage Found

(3-B) LEASES

Name & Address Commercial/Residential Term  
No Recorded Leases Found

(3-C) EASEMENTS

Name & Address	Type
Grantor: Mose M. Coleman Grantee: The Ohio Power Company Volume 378, Page 374 recorded 05/21/1951	Electric Easement (Sections 16-21)
Grantor: Franklin Rural School District By: H.C. Seyerle, Clerk of Board of School Dist. Grantee: County of Muskingum Volume 266, Page 140 recorded 02/17/1937	Highway Easement - 30 ft Easement
Grantor: Franklin Rural School District Grantee: County of Muskingum Volume 265, Page 39 recorded 11/03/1936	Highway Easement - 30ft Easement

(4) DEFECTS IN TITLE-IRREGULARITIES-COMMENTS (Record or Off Record)

The auditor shows that the current and prior owners have been behind on paying their property taxes. After doing research, there is no evidence of any tax liens being put on the property and/or owners. Reached out to Real Estate Manager for more information regarding the property.

(5) TAXES AND SPECIAL ASSESSMENTS (List by auditor's tax parcel number, description, amount, etc.)

County: Muskingum Township: Blue Rock School District: Franklin LSD

AUD. PAR. NO(S)	Land - 100%	Building - 100%	Total - 100%	Taxes
06-42-02-51-000	\$3,100.00	\$31,500.00	\$34,600.00	\$1,430.57 (Unpaid) \$415.60 (Year) \$207.80 (Each Half)

SPECIAL ASSESSMENT: MUSKINGUM WATERSHED \$1.00 per half, \$2.00 per year

(6) CAUV (Current Agricultural Use Value)

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

This Title Report covers the time period from 6/1/1954 to 5/4/2023. 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) 010-WD and presently standing in the name of Charlie N. Rodgers as the same are entered upon the several public records of Muskingum County.

Date & Time 05/05/2023 @ 7:59AM (am/pm)

Signed SIGNED

Print Name Jacob Bailey

---

### UPDATE TITLE BLOCK

This Title Report covers the time period from 5/4/2023 to 7/24/2023. 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) 010-WD and presently standing in the name of Charlie N. Rodgers as the same are entered upon the several public records of Muskingum County.

Date & Time 07/24/2023 @ 9:30 am (am/pm)

Signed SIGNED

Print Name Allison Durant

Comments from the agent who prepared the Title Update

Updated the tenant names and phone numbers, updated Charlie Rodgers phone number

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### UPDATE TITLE BLOCK

This Title Report covers the time period from 7/24/2023 to 1/8/2024. 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) 010-WD and presently standing in the name of Charlie N. Rodgers as the same are entered upon the several public records of Muskingum County.

Date & Time 01/08/2024 @ 11:30 am (am/pm)

Signed 

Print Name Kimber L. Heim

Comments from the agent who prepared the Title Update

Updated Tax Information from the Muskingum County Auditor, also removed Aydin Foley as a tenant, he moved out.

UPDATE TITLE BLOCK

This Title Report covers the time period from 1/8/2024 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) 010-WD and presently standing in the name of Charlie N. Rodgers as the same are entered upon the several public records of Muskingum County.

Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Comments from the agent who prepared the Title Update

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) 010-WD and presently standing in the name of Charlie N. Rodgers as the same are entered upon the several public records of Muskingum County.

Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Comments from the agent who prepared the Title Update

DIST 05 CRS MUS-376-5.09

PARCEL 010-WD

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Douglas E. Bagley, an unmarried man	Charlie N. Rodgers	06/03/2020	06/29/2020 @ 2:23PM	Bk 2922, Pg 825	\$9.00	Warranty Deed
<p>Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and bounded and described as follows:</p> <p>Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and being part of the southeast quarter of Section 20, Township 12, Range 12, and being all those lands intended to be described in Deed Volume 1113, Page 9; being further bounded and described as follows:</p> <p>Commencing at an iron pin found at the northeast corner of Lot No. 12 in the Village of Gaysport, as recorded in Deed Volume 17, Page 432 and 433, thence, South 76° 53' 37" east, 165.00 feet to an iron pin set on the south line of State Route 376, and the TRUE POINT OF BEGINNING for the parcel herein intended to be described; thence, continuing South 76° 53' 37" east, 132 feet to an iron pin found; thence, south 16° 25' 37" West, 561.00 feet to a point, passing an iron pin found at 375.20 feet; thence, north 76° 53' 37" west, 33.00 feet to an iron pin set on the east line of Gaysport Hill Road; thence, North 06° 20' 03" East, 563.97 feet to the point of beginning and containing 1.061 acres, more or less.</p> <p>Prior Deed Reference: Vol 1136, Pg 153</p>						



DIST 05 CRS MUS-376-5.09

PARCEL 010-WD

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Anna Faith Knox, unmarried	Douglas E. Bagley	07/10/1997	07/22/1997 @ 9:20AM	Vol 1136, Pg 153	\$36.00	General Warranty Deed
<p>Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and bounded and described as follows:</p> <p>Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and being part of the southeast quarter of Section 20, Township 12, Range 12, and being all those lands intended to be described in Deed Volume 1113, Page 9; being further bounded and described as follows:</p> <p>Commencing at an iron pin found at the northeast corner of Lot No. 12 in the Village of Gaysport, as recorded in Deed Volume 17, Page 432 and 433, thence, South 76° 53' 37" east, 165.00 feet to an iron pin set on the south line of State Route 376, and the TRUE POINT OF BEGINNING for the parcel herein intended to be described; thence, continuing South 76° 53' 37" east, 132 feet to an iron pin found; thence, south 16° 25' 37" West, 561.00 feet to a point, passing an iron pin found at 375.20 feet; thence, north 76° 53' 37" west, 33.00 feet to an iron pin set on the east line of Gaysport Hill Road; thence, North 06° 20' 03" East, 563.97 feet to the point of beginning and containing 1.061 acres, more or less.</p>						
<p>Prior Deed Reference: Vol 1133, Pg 8</p>						
Edgar D. Knox, Deceased (1/2 Interest)	Anna Faith Knox (1/2 Interest), aka Faith Knox	03/19/1997	04/09/1992 @ 10:15AM	Vol 1133, Pg 8	N/A	Certificate of Transfer
<p>Undivided one-half interest:</p> <p>Situated in the State of Ohio, County of Muskingum, in the State of Ohio, in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows:</p> <p>Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point, thence in a northerly direction to the place of beginning.</p>						
<p>Case No. 971151</p> <p>Prior Deed Reference: Vol 561, Pg 24</p>						

DIST 05 CRS MUS-376-5.09

PARCEL 010-WD

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Wilbert C. Nabb and Evelyn M. Nabb, husband and wife	Edgar Knox and Faith Knox	08/01/1968	08/02/1968 @ 2:35PM	Vol 561, Pg 24	\$3.00	Warranty Deed
<p>Situated in the State of Ohio, County of Muskingum, in the State of Ohio, in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows:</p> <p>Situated in the State of Ohio, County of Muskingum, in the State of Ohio, in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows:</p> <p>Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point, thence in a northerly direction to the place of beginning.</p> <p>The property herein intended to be conveyed is designated on the plat of said Village of record in Deed Book 17 at page 433, as "Donated for Public" and was formerly used for school purposes.</p> <p>Prior Deed Reference: Vol 514, Pg 672</p>						

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Pleasant L. Drake and Dortha L. Drake, husband and wife	Wilbert C. Nabb and Evelyn M. Nabb	02/16/1962	02/16/1962 @ 4:10PM	Vol 514, Pg 672	Stamps Unreadable	Warranty Deed
<p>Situated in the State of Ohio, County of Muskingum, in the State of Ohio, in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows:</p> <p>Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point, thence in a northerly direction to the place of beginning.</p> <p>The property herein intended to be conveyed is designated on the plat of said Village of record in Deed Book 17 at page 433, as "Donated for Public" and was formerly used for school purposes.</p> <p>Prior Deed Reference: Bk 456, Pg 173</p>						

DIST 05 CRS MUS-376-5.09

PARCEL 010-WD

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Frederick A. Rognon and Elnora M. Rognon, husband and wife	Pleasant L. Drake and Dortha L. Drake	07/30/1956	07/30/1956 @ 11:42AM	Bk 456, Pg 173	\$1.10	Warranty Deed
<p>Situated in the County of Muskingum, in the State of Ohio, in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows:</p> <p>Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point; thence in a northerly direction to the place of beginning.</p> <p>The property herein intended to be conveyed is designed on the plat of said village of record in deed Book 17 at page 433 as Donated for Public Use" and was formerly used for school purposes.</p> <p>Prior Deed Reference: DR 450, Pg 446</p>						
Hiram S. Stutes, Jr and Clara Maxine Stutes, husband and wife	Frederick A. Rognon and Elnora M. Rognon	01/14/1956	02/03/1956 @ 3:15PM	DR 450, Pg 446	Stamps Unreadable	Quit Claim
<p>Situated in the County of Muskingum, in the State of Ohio, in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows:</p> <p>Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point; thence in a northerly direction to the place of beginning.</p> <p>The property herein intended to be conveyed is designed on the plat of said village of record in deed Book 17 at page 433 as Donated for Public Use" and was formerly used for school purposes.</p> <p>Prior Deed Reference: Vol 433, Pg 108</p>						

DIST 05 CRS MUS-376-5.09

PARCEL 010-WD

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Wayne Daw, Clyde Dutto, and Kenneth Moore, Trustees of Blue Rock Township, Muskingum County, Ohio	Hiram S. Stutes, Jr and Clara Maxine Stutes	05/29/1954	06/01/1954 @ 2:54PM	Vol 433, Pg 108	N/A	Quit Claim
		<p>Situated in the County of Muskingum, in the State of Ohio, in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows:</p> <p>Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point; thence in a northerly direction to the place of beginning.</p> <p>The property herein intended to be conveyed is what is designated on the plat of said village "Donated for Public Use", and has been used for school purposes and is now occupied by Gaysport School House. The plat of said village is found in Deed Book 17, page 433 of Muskingum County, Ohio, Deed Records.</p> <p>PRIOR DEED REFERENCE: PLAT of GAYSPORT recorded</p>				
ASA GAY, Proprietor	GAYSPORT, Ohio PLAT	05/06/1850	05/08/1850 @ 9:00 am	VOL 17, PGS 432-433	\$0.00	PLAT
		<p>PLAT OF GAYSPORT, OHIO ROOT DEED</p>				

DESCRIPTION  
APPROVED

By: M. G. H. How

**TRANSFERRED**  
June 29, 2020  
DEBRA J. NYE  
AUDITOR, MUSKINGUM COUNTY, OHIO

6980869



Image ID: 000002311503, Type: OFF  
Kind: DEEDS  
Recorded: 06/29/2020 at 02:23:38 PM  
Fee Amt: \$34.00 Page 1 of 2  
Instr# 20200006304  
Muskingum County  
CINDY RODGERS County Recorder  
BK 2922 PG 825

This Conveyance has been examined and the Grantor has complied with Section 319.22 of the Revised Code.  
FEES: 9.00  
EXEMPT: JB  
DEBRA J. NYE COUNTY AUDITOR

FORM 666-Warranty Deed  
REV. 3/76

**KNOW ALL MEN BY THESE PRESENTS**

That DOUGLAS E. BAGLEY, an unmarried man, Grantor,  
of Muskingum County, State of Ohio, for valuable consideration paid, grant(s), with general warranty covenants,  
to CHARLIE N. RODGERS,  
whose tax-mailing address is:

883 Goddard Avenue, Zanesville, Ohio 43701,

the following real property:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Auditor's Parcel No.: 06-42-02-51-000

Prior Instrument Reference: Volume 1136, Page 153, Official Records of Muskingum County, Ohio.

**EXECUTED** this 23<sup>rd</sup> day of June, 2020.

Douglas E. Bagley  
DOUGLAS E. BAGLEY

State of Ohio  
Muskingum County, } ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named DOUGLAS E. BAGLEY who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.



BETH MAUTZ  
Notary Public, State of Ohio  
My Commission Expires  
September 13, 2021

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal, at Zanesville, Ohio, this 23<sup>rd</sup> day of June, A.D. 2020.

Beth Mautz  
Notary Public

(Execution in accordance with Chapter 5301. of the Revised Code)

This instrument prepared by Zellar & Zellar, Attorneys at Law, Inc.,  
720 Market Street, Zanesville, Ohio 43701

NO OPINION IS EXPRESSED AS TO THE ACCURACY OF THE DESCRIPTION OR THE MARKETABILITY OF THE TITLE; DEED ONLY PREPARED.



DESCRIPTION

APPROVED

By: M. G. Gibson

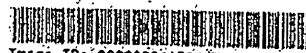


Image ID: 00002311504 Type: OFF  
Kind: DEEDS

Page 2 of 2

BK 2922 PG 826

EXHIBIT A

Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and bounded and described as follows:

Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and being part of the southeast quarter of Section 20, Township 12, Range 12, and being all those lands intended to be described in Deed Volume 1133, Page 9; being further bounded and described as follows:

Commencing at an iron pin found at the northeast corner of Lot No. 12 in the Village of Gaysport, as recorded in Deed Volume 17, Pages 432 and 433, thence, South 76° 53' 37" east, 165.00 feet to an iron pin set on the south line of State Route 376, and the TRUE POINT OF BEGINNING for the parcel herein intended to be described; thence, continuing South 76° 53' 37" east, 132.00 feet to an iron pin found; thence, south 16° 25' 37" West, 561.00 feet to a point, passing an iron pin found at 375.20 feet; thence, north 76° 53' 37" west, 33.00 feet to an iron pin set on the east line of Gaysport Hill Road; thence, North 06° 20' 03" East, 563.97 feet to the point of beginning, and containing 1.061 acres more or less.

Subject to all legal highways and easements of record.

Bearings described herein are based upon those described in Deed Volume 1112, Page 558.

Iron Pins set are 5/8" rebar with yellow identification cap (Findley S-7222).

This description, written on June 20, 1997, is based on an actual survey of the premises by Terry J. Finley, Ohio Registered Surveyor #S-7222.

Property address: 8895 Gaysport Hill Road, Blue Rock, Ohio 43720

Subject to all restrictions, conditions, covenants, easements, rights of way, and reservations of record.

Auditor's Parcel No.: 06-42-02-51-000

Prior Instrument Reference: Volume 1136, Page 153



VOL. 1136 PAGE 154

EXHIBIT A

Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and being part of the southeast quarter of Section 20, Township 12, Range 12, and being all those lands intended to be described in Deed Volume 1133, Page 9; being further bounded and described as follows:

Commencing at an iron pin found at the northeast corner of Lot No. 12 in the Village of Gaysport, as recorded in Deed Volume 17, Pages 432 and 433, thence, South  $76^{\circ} 53' 37''$  east, 165.00 feet to an iron pin set on the south line of State Route 376, and the TRUE POINT OF BEGINNING for the parcel herein intended to be described; thence, continuing South  $76^{\circ} 53' 37''$  east, 132.00 feet to an iron pin found; thence, south  $16^{\circ} 25' 37''$  West, 561.00 feet to a point, passing an iron pin found at 375.20 feet; thence, north  $76^{\circ} 53' 37''$  west, 33.00 feet to an iron pin set on the east line of Gaysport Hill Road; thence, North  $06^{\circ} 20' 03''$  East, 563.97 feet to the point of beginning, and containing 1.061 acres more or less.

Subject to all legal highways and easements of record.

Bearings described herein are based upon those described in Deed Volume 1112, Page 558.

Iron Pins set are 5/8" rebar with yellow identification cap (Findley S-7222).

Being all of Auditor's Parcel #06-42-02-51-000.

This description, written on June 20, 1997, is based on an actual survey of the premises by Terry J. Finley, Ohio Registered Surveyor #S-7222.

DESCRIPTION APPROVED  
FOR AUDITORS TRANSFER

BY K. Buckey  
6-20-97 *all*

**TERRY J. FINLEY SURVEYING & MAPPING**

155 Mockingbird Hill, Zanesville, OH 43701

Phone or Fax: (814) 454-8721

Ohio Registered Surveyor #S-7222

*Bagley*

State: Ohio

City:

County: Muskingum

Subdivision:

Township: Blue Rock

Plat Book:

Page:

Lot #:

Section: 20 T.12 R.12

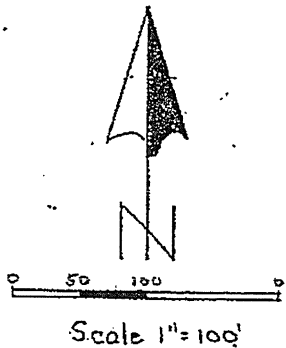
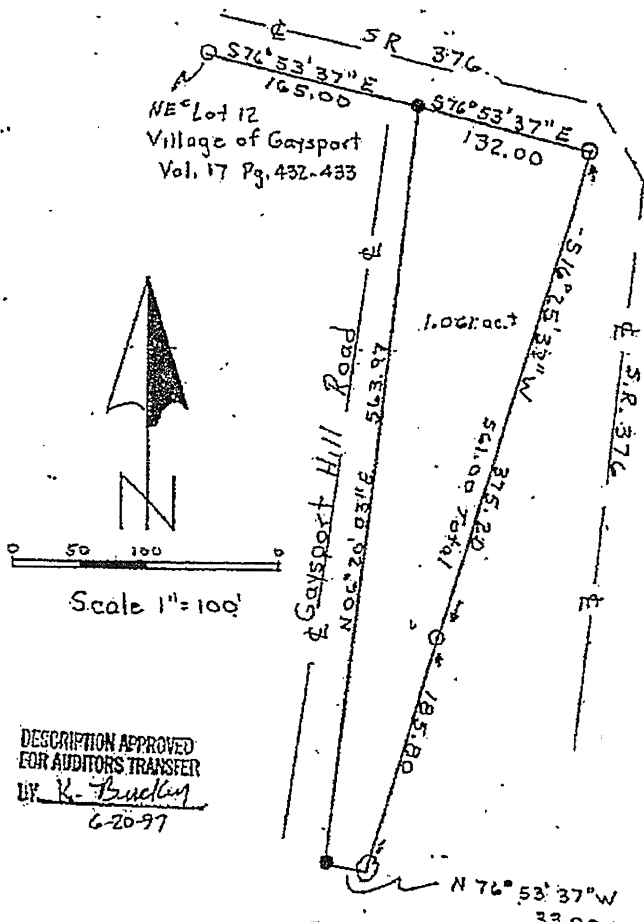
Deed Volume: 1133

Page: 9

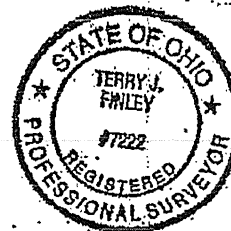
**SURVEY PLAT FOR:**

Auditor's Parcel #: 06-42-02-51-000

Boundaries shown herein are based upon: Vol. 1112 Pg. 558



DESCRIPTION APPROVED  
FOR AUDITORS TRANSFER  
BY *K. Buckley*  
6-20-97



**LEGEND:**

- Iron plat set (5/8\" rebar w/cap)
- Iron pin found
- Stone found
- Nail found
- ⊕ Railroad spike set

This plat drawn on June 16<sup>th</sup>, 1997 is based on an actual survey of the premises.

*Terry J. Finley*  
Terry J. Finley Registered Surveyor #S-7222

*W.C. CT*  
*Knox to Knox*

4133

STATE OF OHIO, MUSKINGUM COUNTY  
RECEIVED FOR RECORD  
APR 8 1997 at 10:58 A.M.  
RECORDED 04109 1997  
Deced. Book 1133 Page \_\_\_\_\_  
*Karen Vincent* Recorder  
14<sup>00</sup>

*City Reno Johnston*

PROBATE COURT OF MUSKINGUM COUNTY, OHIO

ESTATE OF EDGAR D. KNOX, DECEASED

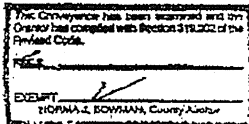
CASE NO. 971151

CERTIFICATE OF TRANSFER  
Revised Code, Sec. 2113.61

NO. ONE

Decedent died on July 26, 1996 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows:

Name	Residence Address	Interest in Real Estate So Passing
Anna Faith Knox,	4700 East Main Street, #1145, Mesa, AR 85205	Decedent's undivided 1/2 interest



*E 368*

*Transferred April 9, 1997*  
*Thomas J. Bowman*  
*Muskingum Co. Auditor*

BA  
JOB LISTING WOULD BE INTERESTING  
MEM DESTRUCTION NECESSARY

(Complete if applicable) The real estate described in this certificate is subject to a charge of \$ \_\_\_\_\_ in favor of decedent's surviving spouse, \_\_\_\_\_, in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.



The real estate, the transfer of which is memorialized by this certificate, is described as follows (describe below, using extra sheets if necessary. If decedent's interest was a fractional share, be sure to so state):

Undivided one-half interest:

Situated in the County of Muskingum, in the State of Ohio, in the Township of Blue Rock and Village of Gaysport, and bounded and described as follows:

Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point, thence in a northerly direction to the place of beginning.

The property herein intended to be conveyed is designated on the plat of said Village of record in Deed Book 17 at Page 433, as "Donated for Public use" and was formerly used for school purposes.

Prior Reference: Volume 561, Page 24

Auditor's Parcel No. 06-06-42-02-51-000

NEW DESCRIPTION NECESSARY FOR FUTURE AUDITOR'S TRANSFER.

BY [Signature]  
11-19-96

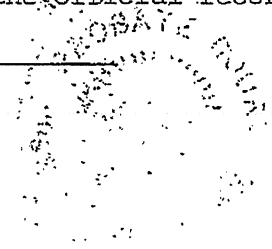
March 19, 1997  
Date issued

JOSEPH A. GORMLEY  
Probate Judge

AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

March 19, 1997  
Date



[Signature]  
Probate Judge/Clerk

Form 662 - Warranty Deed - Ohio  
Statutory Form

Vol. 561 PAGE 24

TITLE AND REGISTERING OFFICERS  
THE LAW BOOK PUBLISHERS, INCORPORATED

# Know all Men by these Presents

That Wilbert C. Nobb and Evelyn M. Nobb, husband and wife, the grantors,

of Muskingum County, State of Ohio, for valuable consideration paid, grant with general warranty covenants, to Edgar Knox and Faith Knox, the grantees,

whose tax mailing address is Route 1, Blue Rock, Ohio

the following real property:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock, bounded and described as follows:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock, and Village of Gayport, and bounded and described as follows:

Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gayport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point; thence in a northerly direction to the place of beginning.

The property herein intended to be conveyed is designated on the plat of said Village of record in Deed Book 17 at page 433, as "Donated for Public Use" and was formerly used for school purposes.

Taxes are pro-rated to the date of this deed and the grantees herein by the acceptance of this deed assume and agree to pay the taxes and assessments, if any, due and payable hereafter.

Prior Instrument Reference Volume 514, Page 672.

*(This space is reserved for the recording officer's use and should not be used for any other purpose.)*

Witness our hand this 1st day of August,

1968

Signed and acknowledged in presence of

Robert S. Christie  
Robert S. Christie

Wilbert C. Nobb  
Wilbert C. Nobb

Mary Lou Haines  
Mary Lou Haines

Evelyn M. Nobb  
Evelyn M. Nobb

State of Ohio, ss. Before me, a Notary Public.

Morgan County, In and for said County and State, personally appeared the above named

Wilbert C. Nobb and Evelyn M. Nobb, husband and wife,

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed

In Testimony Whereof, I have hereunto set my hand and official seal, at McConnellsville, Ohio this 1st day of August, A.D. 1968



Mary Lou Haines  
Mary Lou Haines  
NOTARY PUBLIC  
MORGAN COUNTY, OHIO  
MY COMMISSION EXPIRES 12/31/69

This instrument prepared by John C. King, Attorney at Law, Zanesville, Ohio

4137  
 The County has been returned and the  
 copies of the same are being returned  
 at the County Office  
 4137  
 CIVIL  
 JOHN L. DAVIS, COUNTY RECORDER

3818  
**Warning**

WILBERT C. NEBB AND  
 EVELYN M. NEBB

TO  
 Edgar Knox and  
 Faith Knox  
 Route 1, Blue Rock, Ohio

Transferred August 2, 1968  
 Anna L. Diller  
 COUNTY RECORDER

STATE OF OHIO  
 COUNTY OF Hamilton

RECEIVED FOR RECORD ON THE  
 DAY OF August 1968  
 and RECORDED 1119 PAGE 102 in  
 DEED BOOK 561  
 JOHN C. RINGHISEN  
 COUNTY RECORDER

JOHN C. RINGHISEN  
 ATTORNEY AT LAW  
 808 FIRST NATIONAL BANK BLDG  
 ZANESVILLE, OHIO  
 John C. Ringhisen, Not. P., 212 E. Canalville, O.

COHEN 22-1000 WARRANTY DEED

514-672

TUTORIAL EXAMINER'S REPORT  
Tutorial - Five Pages Required

# Know all Men by these Presents

**That** Pleasant L. Drake and Dortha L. Drake, husband and wife

of the City of Zanesville County of Muskingum  
and State of Ohio Grantors in consideration of the sum of  
One Dollar (\$1.00) and other valuable considerations -----  
to them paid by

Wilbert C. Nabb and Evelyn M. Nabb  
Rt. 1, Blue Rock, Ohio

of the Township of Blue Rock County of Muskingum  
and State of Ohio Grantor in the receipt whereof is hereby  
acknowledged do hereby grant, bargain, sell and convey to the said Grantor  
Wilbert C. Nabb and Evelyn M. Nabb

following Real Estate situated in the County of Muskingum  
in the State of Ohio and in the Township of Blue Rock  
and bounded and described as follows:

Situated in the County of Muskingum, in the State of Ohio; and in the Township of Blue Rock, and Village of Gaysport and bounded and described as follows:

Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence South seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point; thence in a northerly direction to the place of beginning.

The property herein intended to be conveyed is designated on the plat of said Village of record in Deed Book 17 at page 433, as "Donated for Public Use", and was formerly used for school purposes.

Being the same premises conveyed to the above grantors by Warranty Deed dated July 30, 1956 and recorded in Deed Book 456 on page 173 of the Deed Records of Muskingum County, Ohio.

To have and to hold said premises with all the privileges and appurtenances thereunto belonging, to the said Grantors

their heirs and assigns forever

And the said Grantors

for themselves and their heirs,

do hereby covenant with the said Grantee

that they are lawfully seized of the premises  
aforesaid, that the said premises are free and clear from all taxes, assessments and charges  
excepting all taxes and assessments becoming due and payable in June 1962  
and thereafter, which the grantees herein hereby assume and agree to pay.

va 514-673

and that they will forever Warrant and Defend the same, with the support and aid of their heirs and assigns against the lawful claims of all persons whomsoever, excepting as aforesaid.

In Witness Whereof the said Grantor

Pleasant L. Drake and Dortha L. Drake, husband and wife

hereunto set their hand & this 16th day of February in the year of our Lord one thousand nine hundred and sixty-two (19 62)

Signed and acknowledged in presence of

*Edwin W. Johnson*  
*Spady B. Johnson*

*Pleasant L. Drake*  
Pleasant L. Drake

*Dortha L. Drake*  
Dortha L. Drake

The State of OHIO

HUSKINGIN County ss

Be it Remembered That on this 16th day of February A D 1962 before me, the subscriber, in and for said county, personally came the above named Pleasant L. Drake and Dortha L. Drake

in the foregoing deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid



*Dorothy Robinson*  
Dorothy Robinson, Notary Public  
My Commission Expires Aug. 13, 1963

This instrument prepared by: V.E. Johnson, Atty.

Loan No. 21,577

**Warranty Deed**

PLEASANT L. DRAKE  
AND  
DORTHA L. DRAKE  
TO  
WILBERT C. HAYS  
AND  
EVELYN H. HAYS

Return to Mutual Federal

Trust Co. Feb-16-1962

STATE OF OHIO

COUNTY OF *Madison*

RECEIVED FOR RECORD ON THE

16 day of *February* 19 *62*

at *11:20* AM

1962

DEED BOOK

*Raymond M. Morley*

RECORDED

Recorder's Fee \$ *9.00*

MEYER, JOHNSON & KINCAID  
ATTORNEYS AT LAW  
111 N. MAIN ST.  
ZANESVILLE, OHIO



WARRANTY DEED

Vol. 456 of 173

TOTALS AND SUBTOTALS MAY VARY FROM THE  
LITTLE LOW PRICE BOOKS AND RECORDS

# Know all Men by these Presents

That

Frederick A. Rognon and Elnora M. Rognon, husband and wife,

of the Township of Harrison County of Muskingum  
and State of Ohio Grantors in consideration of the sum of  
One Dollar (\$1.00) and other valuable considerations,  
to them paid by

Pleasant L. Drake and Dortha L. Drake,

of Blue Rock, Ohio,

of the Township of Blue Rock County of Muskingum  
and State of Ohio Grantors the receipt whereof is hereby  
acknowledged hereby grant, bargain, sell and convey to the said Grantees,

Pleasant L. Drake and Dortha L. Drake,

following Real Estate situated in the County of Muskingum  
in the State of Ohio and in the Township of  
Blue Rock, and Village of Gaysport, and bounded and described as follows:

Beginning on the east side of State Road, ten (10) perches east from the  
northeast corner of Lot Number Twelve (12) in said Village of Gaysport; thence south  
seventy (70) degrees east eight (8) perches to a point; thence south twenty-three  
(23) degrees west thirty-four (34) perches to a point; thence north seventy (70)  
degrees west two (2) perches to a point; thence in a northerly direction to the  
place of beginning.

The property herein intended to be conveyed is designated on the plat of  
said village of record in Deed Book 17 at page 43, as "Donated for Public Use",  
and was formerly used for school purposes.

Being the same premises as conveyed by quit claim deed from Hiram S. Stutes,  
Jr., and Clara Maxine Stutes, husband and wife, to Frederick A. Rognon and Elnora M.  
Rognon dated January 14, 1956, recorded in Deed Record 450 page 446 of the Muskingum  
County Records.

To have and to hold said premises with all the privileges and appurtenances  
thereunto belonging to the said Grantee s,

Pleasant L. Drake and Dortha L. Drake,

their heirs and assigns forever.

And the said Grantor s,

Frederick A. Rognon and Elnora M. Rognon,

do hereby covenant with the said Grantee s,

for themselves and their heirs,

Pleasant L. Drake and Dortha L. Drake,

that they are lawfully seized of the premises  
aforesaid; that the said premises are Free and Clear from all Encumbrances whatsoever  
except the taxes and assessments due and payable in June, 1957, and thereafter,  
which the grantees assume and agree to pay.

Vol 456 - 174

CLERK : HANSAW

and that they will forever **Warrant and Defend** the same, with the appurtenances, unto the said Grantees,

Pleasant L. Drake and Dortha L. Drake, their heirs and assigns against the lawful claims of all persons whomsoever except as aforesaid.

In Witness Whereof the said Grantees,

Frederick A. Rognon and Elnora H. Rognon, husband and wife,

do hereby release their respective rights of dower in the premises to be hereunto set their hands this 30th day of July in the year of our Lord one thousand nine hundred and fifty-six (1956).

Signed and acknowledged in presence of

*[Signatures]*  
Frederick A. Rognon  
Elnora H. Rognon

The State of OHIO Muskingum County ss

Be it Remembered that on this 30th day of July A D 19 56 before me the subscriber in and for said county personally came the above named

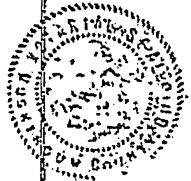
Frederick A. Rognon and Elnora H. Rognon,

the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

*[Signature]*

S. FRANCES NEPTUNE, Notary Public  
MUSKINGUM COUNTY OHIO  
BY DEEDS AND RECORDS OCT. 11, 1906



This instrument was prepared by  
MARY VASHTI FUNK, Attorney at Law  
43 North Fourth Street  
Zanesville, Ohio



4134  
**Warrant and**

Frederick A. Rognon and  
Elnora H. Rognon

TO

Pleasant L. Drake and  
Dortha L. Drake

*[Signature]*

*[Signature]*

*[Signature]*

STATE OF OHIO

COUNTY OF Muskingum ss

RECEIVED FOR RECORD ON THE

30th day of July 1956

DEED BOOK

Page

771 ff.

RECORDERS FEE \$ 1.50

JONES, GOLDSAMP & FUNK  
ATTORNEYS AT LAW  
48 NORTH FOURTH STREET  
ZANESVILLE, OHIO

QUIT-CLAIM DEED

Vol. 450 P. 446

TUTOR AND REGISTER OF DEEDS  
COUNTY OF MUSKINGUM, OHIO  
My Comm. Expires June 30, 1957

**Know all Men by these Presents**

That Hiram S. Stutes, Jr. and Clara Maxine Stutes, Husband and wife,

Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them paid by Frederick A. Rognon and Elnora M. Rognon R. F. D. #2 Blue Rock, Ohio

Grantors, the receipt whereof is hereby acknowledged, do hereby Remise, Release and forever Quit-Claim to the said Grantees, Frederick A. Rognon and Elnora M. Rognon

their heirs and assigns forever, the following Real Estate situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows

Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said village of Gaysport; thence south seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point; thence in a northerly direction to the place of beginning.

The property herein intended to be conveyed is designated on the plat of said village of record in Deed Book 17 at page 433, as "Donated for Public Use" and was formerly used for school purposes.

Being the same premises conveyed to Hiram S. Stutes, Jr. and Clara Maxine Stutes by Quit-Claim Deed dated May 29, 1954, and recorded in Deed Book 433, at page 108, of Muskingum County Deed Records

To have and to hold said premises with all the privileges and appurtenances thereto belonging to the said Grantees, Frederick A. Rognon and Elnora M. Rognon their heirs and assigns forever

Vol 450 Page 447

In Witness Whereof the said Grantors,

Hiram S. Stutes, Jr. and Clara Maxine Stutes,

hereunto set their hands, this 14th day of January in the year of our Lord one thousand nine hundred and fifty-six (1956)

Signed and acknowledged in presence of Donald P. Jones, Nelda Davis

Hiram S. Stutes, Jr., Clara Maxine Stutes

The State of Ohio, Muskingum County, SS. Be it Remembered That on this 14th day of January, A.D. 1956, before me, the subscriber, Notary Public in and for said county, personally came the above named Hiram S. Stutes, Jr. and Clara Maxine Stutes,

the Grantors, in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Nelda Davis, Notary Public. This instrument was prepared by Donald P. Jones, Attorney.

Quit-Claim Deed

Hiram S. Stutes, Jr. and Clara Maxine Stutes, husband and wife.

Proctor A. Rognon and Elvora M. Rognon, 117 N. 2nd St., Ste 100, Book, Ohio.

STATE OF OHIO, COUNTY OF Muskingum, RECEIVED FOR RECORD ON THE 14th day of January 1956, 11:15 AM. DEED BOOK PAGE RECORDERS FEE \$ 1.40

OH. 433 108

QUIT-CLAIM DEED

TUTTLE LAW PRINT PUBLISHERS BULLOCH ST. COLUMBIA, MO. STANDARD OHIO FORM 605

Know all Men by these Presents

That Wayne DAW, Clyde Dutro and Kenneth Moore, Trustees of Blue Rock Township, Muskingum County, Ohio,

Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations ~~paid~~ to them paid by Hiram S. Stutes, Jr., and Clara Maxine Stutes, whose mailing address is: Blue Rock Ohio,

Grantee, the receipt whereof is hereby acknowledged, do hereby Remise, Release and forever Quit-Claim, to the said Grantee, Hiram S. Stutes, Jr. and Clara Maxine Stutes,

their heirs and assigns forever, the following Real Estate situated in the County of Muskingum

in the State of Ohio and in the Township of Blue Rock, and Village of Gaysport, and bounded and described as follows Beginning on the east side of State Road, ten (10) perches east from the northeast corner of Lot Number Twelve (12) in said village of Gaysport; thence south seventy (70) degrees east eight (8) perches to a point; thence south twenty-three (23) degrees west thirty-four (34) perches to a point; thence north seventy (70) degrees west two (2) perches to a point; thence in a northerly direction to the place of beginning.

The property herein intended to be conveyed is what is designated on the plat of said village "Donated for Public Use", and has been used for school purposes and is now occupied by the Gaysport School House. The plat of said village is found in Deed Book 17, page 453 of Muskingum County, Ohio, Deed Records.

County Engineer

To have and to hold said premises, with all the privileges and appurtenances thereto belonging, to the said Grantee, Hiram S. Stutes, Jr. and Clara Maxine Stutes, their heirs and assigns forever



140

Franklin Rural School District  
By H. C. Seyerle, Clerk,  
to  
County of Muskingum.

No. 509.

Vol. 266, Pg. 140

75¢

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That H. C. Seyerle (Franklin Rural School Dist.)

the Grantor,  
for and in consideration of the sum of \_\_\_\_\_  
dollars (\$) and for other good and valuable considerations to \_\_\_\_\_ paid by the County of \_\_\_\_\_  
the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee,  
its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, clear of all obstructions  
which interfere with the improvement and/or maintenance of the highway, in, upon and over the lands hereinafter described,  
situated in \_\_\_\_\_ Township, \_\_\_\_\_ County, Ohio, Section \_\_\_\_\_  
Town \_\_\_\_\_ Range \_\_\_\_\_, and bounded and described as follows:

Being a tract of land \_\_\_\_\_ feet in width across, in, and through the property of the Grantor adjacent to and  
including the present road and all lands of the said Grantor herein; lying and being between the center line of the present road as  
existing and occupied June 1st, 1936, and \_\_\_\_\_ line parallel thereto and \_\_\_\_\_ feet therefrom on the  
west side thereof.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor, for \_\_\_\_\_ and \_\_\_\_\_ heirs, executors, and  
administrators, hereby covenant with the said Grantee, its successors and assigns that he the true and lawful  
owner of said premises, and \_\_\_\_\_ lawfully seized of the same in fee simple, and has good right and full  
power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens  
and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.  
And for the consideration aforesaid \_\_\_\_\_

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Franklin Rural School Dist., Board of Education, H. C. Seyerle, Clerk

have hereunto set their hand on the 26th day of June in the year of our Lord  
one thousand nine hundred and thirty six

Signed and sealed in the presence of:

Geo. Eichelberry  
E. C. Flowers

Franklin Rural School Dist.  
Board of Education  
H. C. Seyerle, Clerk

STATE OF OHIO,  
Muskingum COUNTY ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named  
H. C. Seyerle, Clerk of Board of said School Dist. who acknowledged that he did sign the fore-  
going instrument and that the same is his free act and deed.

(Notarial Seal)

IN TESTIMONY WHEREOF I have hereunto set my hand and  
official seal at Zanesville  
this 26th day of June, A. D. 1936.  
Robert Wesley Painter,  
ROBERT W. PAINTER, Notary Public,  
My commission expires, Feb. 15, 1937.

STATE OF OHIO,  
\_\_\_\_\_ COUNTY ss:

Before me, \_\_\_\_\_ in and for said County and State, personally appeared the above named  
\_\_\_\_\_ who acknowledged that he did sign the fore-  
going instrument and that the same is \_\_\_\_\_ free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and  
official seal at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1937.

Transfer not necessary Jan. 12, 1937.  
Received Feb. 15, 1937 at 10:00 A.M.  
Recorded Feb. 17, 1937.

Attest:

Fred J. Nethers  
Recorder.

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covenants with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF C. C. Harlan has hereunto set his hand, the 23rd day of July in the year of our Lord one thousand nine hundred and thirty six

Signed and sealed in the presence of:

C. A. Barnes

C. C. Harlan

F. B. Chappellear

STATE OF OHIO, Muskingum COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named C. C. Harlan who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Zanesville this 23rd day of July, A. D. 1936

Robert Wesley Painter  
Robert W. Painter, Notary Public  
My Commission Expires Feb. 16, 1937  
(Notarial Seal)

Transferred Oct. 25, 1936  
Received Oct. 27, 1936 at 10:15 A.M.  
Recorded Nov. 3, 1936

Attest:

*Fred J. Nethers*

Recorder

No. 3606

Franklin Rural School District.  
To  
County of Muskingum

758

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS: That E. C. Seyerle (Franklin School Dis't), the Grantor, for and in consideration of the sum of one dollar dollars (\$1.00) and for other good and valuable considerations to him paid by the County of Muskingum, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, clear of all obstructions which interfere with the improvement and/or maintenance of the highway, in, upon and over the lands hereinafter described, situated in Blue Rock Township, Muskingum County, Ohio, Section 20, Township 12, Range 12, and bounded and described as follows:

Being a tract of land 60 feet in width across, in, and through the property of the Grantor adjacent to and including the present road and all lands of the said Grantor herein, lying and being between the center line of the present road as existing and occupied June 1st, 1936, and a line parallel thereto and 30 feet therefrom on the south and west sides thereof.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he



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will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF, H. C. Seyerle, Clerk Franklin School District has hereunto set his hand, the 23rd day of July in the year of our Lord one thousand nine hundred and thirty six

Signed and sealed in the presence of:

Geo. Echelberry

Franklin Rural School Dist.  
Board of Education  
H. C. Seyerle, Clerk

F. B. Chappellear

STATE OF OHIO Muskingum COUNTY SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named H. C. Seyerle, Clerk Franklin School Dist. who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Zanesville this 23rd day of July, A. D. 1936

Robert Wesley Painter  
Robert W. Painter, Notary Public  
My commission expires Feb. 16, 1937  
(Notarial Seal)

necessary  
Transfer: 8/20/36  
Received Oct. 27, 1936 at 10:15 A.M.  
Recorded Nov. 3, 1936

Attest: Fred J. Nettles  
Recorder

No. 3607

I. J. Miller  
To  
County of Muskingum

756

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS: That I. J. Miller, the Grantor, for and in consideration of the sum of one dollar dollars (\$1.00) and for other good and valuable considerations to him paid by the County of Muskingum, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, clear of all obstructions which interfere with the improvement and/or maintenance of the highway, in, upon and over the lands hereinafter described, situated in Blue Rock Township, Muskingum County, Ohio, Section \_\_, Township 12, Range \_\_, and bounded and described as follows:

Being a tract of land 50 feet in width across, in, and through the property of the Grantor adjacent to and including the present road and all lands of the said Grantor herein, lying and being between the center line of the present road as existing and occupied June 1st, 1936, and \_\_ line parallel thereto and 25 feet therefrom on the north side thereof.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF I. J. Miller has hereunto set his hand, the 23rd day of July in the year of our Lord one thousand nine hundred and thirty six.

Vol. 265 Pg. 41

Signed and sealed in the presence of:

C. A. Barnes

I. J. Miller

F. B. Chappellear

STATE OF OHIO, Muskingum COUNTY SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named I. J. Miller who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Zanesville this 23rd day of July, A. D. 1936.

Robert Wesley Painter  
Robert W. Painter; Notary Public  
My commission expires Feb. 16, 1937  
(Notarial Seal)

Transferred Oct. 26, 1936  
Received Oct. 27, 1936 at 10:15 A.M.  
Recorded Nov. 3, 1936

Attest:

*Fred J. Nethers*  
Recorder

No. 3608

Leslie Alexander  
To  
County of Muskingum

758

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS: That Leslie Alexander, the Grantor, for and in consideration of the sum of one dollar dollars (\$1.00) and for other good and valuable considerations to him paid by the County of Muskingum, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes clear of all obstructions which interfere with the improvement and/or maintenance of the highway, in, upon and over the lands hereinafter described, situated in Meigs Township, Muskingum County, Ohio, Section 20, Township 12, Range 11, and bounded and described as follows:

Being a tract of land 50 feet in width across, in, and through the property of the Grantor adjacent to and including the present road and all lands of the said Grantor herein, lying and being between the center line of the present road as existing and occupied June 1st 1936, and a line parallel thereto and 25 feet therefrom on the north and south sides thereof.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor, for himself and his heirs, executors, and administrators, hereby COVENANTS with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Leslie Alexander has hereunto set his hand, the 23rd day of July in the year of our Lord one thousand nine hundred and thirty six.

Signed and sealed in the presence of:

C. A. Barnes

Leslie Alexander

F. B. Chappellear

STATE OF OHIO, Muskingum COUNTY SS:

**Part #1**  
**DEED OF EASEMENT**  
**OHIO TOWNSHIP**

Name and Address  
 Mr. George Coleman  
Blue Rock Ohio

Map No. 1845  
 Doc. No. 100446-20  
 Date 10/15/20

This Indenture, made this 3 day of October 1920  
 by and between George Coleman  
John P. Peyton  
M. E. Powellson  
Ella E. Powellson  
 of the County of MUSKINGUM State of Ohio,  
 party of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing  
 under the laws of the State of Ohio, party of the second part.

Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege, and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of towers and wires for the purpose of transmitting electric or other power, in, on, along, over, through or across the following described lands situated in

Blue Rock Township in the County of Muskingum in the State of Ohio, and part of Section No. 16 - 21 Township No. 12-N and Range No. 12-W and bounded:

On the North by the lands of Levi C. Shaver-Ray Shook  
 On the East by the lands of Ray Shook-O. & H. Echelberry  
 On the South by the lands of Kenneth Powellson  
 On the West by the lands of Melitta McGill

Sticker No. 6 is attached hereto and made a part hereof.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of and relocate at will, towers, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and as its better remove from said premises or the premises of the party of the first part adjoining the same on either side, any trees, cranes, chimneys, branches or other obstructions which may endanger the safety or interfere with the use of said towers or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the party of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said towers, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to the party of the first part or any one of them or their heirs, assigns, lessees, or assigns, the sum of Fifty Dollars (\$50.00) for each tower erected on said land, and for each structure described, from time to time, whenever and as soon as any towers are erected thereon. Grants will improve, repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay the cost of such repairs or replacement. The party of the second part shall be liable for all damages caused by its operation and maintenance of said lines. It is understood and agreed between the parties hereto that no structure shall be placed by the grantors herein, their heirs, successors, lessees, or assigns, under or within a distance of (60) feet (measured horizontally) of any tower or wire to be constructed over said premises. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grants at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages occur. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any amount will be paid for by Beard Messure, using Scribner's Lumber Rules, at the market price in vicinity, and this Indenture contains all agreements, expressed or implied, between the parties hereto.

Go Hand and to Hold the same unto said party of the second part, its successors and assigns.  
 In WITNESS WHEREOF, the parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed and Acknowledged in the presence of:  
George Coleman  
John P. Peyton  
M. E. Powellson  
Ella E. Powellson  
George Coleman  
M. M. Coleman  
Helen Spinks Birdwell  
Clara B. Thompson  
M. E. Powellson

E. E. Powellson  
Ella E. Powellson  
George Coleman  
M. M. Coleman  
Helen Spinks Birdwell  
Clara B. Thompson  
M. E. Powellson

All money due for right of way shall be made payable to M. M. Coleman address Blue Rock Ohio as agent for the undersigned and as agent for the undersigned to accept payments and make all settlements and adjustments for damage that may be caused by the construction, erection, operation and maintenance of said line.

Ground Easements



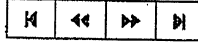


**DEBRA J. NYE**  
Muskingum County Auditor | Muskingum County, Ohio

parcel, owner, or address



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[Back to Search Results](#)

**Summary**

Tax

**Transfers**

4

**History**

4

**Payment History**

20

**Value History**

**CAUV Soil Breakdown**

**Land**

2

**Commercial Buildings**

**Dwellings**

1

**Other Improvements**

1

**Sketch**

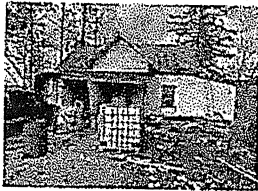
1

**Levy Distribution**

**Tax Estimator**

**Map this Parcel**

**Tax Card**



Parcel Number  
06-42-02-51-000  
Legal Description  
R 12 TP 12 SEC 20 SE  
1.061A  
Location  
8895 GAYSPORT HILL RD  
BLUE ROCK OH 43720  
Acres  
1.0610  
Owner  
RODGERS CHARLIE N

**Current Taxes**

	Prior	First	Second	Total	
Gross		1,311.62	340.27	340.27	1,992.16
Credit		0.00	(111.11)	(111.11)	(222.22)
Non-Business Credit		0.00	(22.36)	(22.36)	(44.72)
Homestead		0.00	0.00	0.00	0.00
Owner-Occupancy Credit		0.00	0.00	0.00	0.00
Total Real Property Taxes		1,311.62	206.80	206.80	1,725.22
C980000000-MUSK WATERSHED		20.57	1.00	1.00	22.57
Total Special Assessment Taxes		20.57	1.00	1.00	22.57
Tax & SA Penalties		42.82	0.00	0.00	42.82
Tax & SA Interest		55.56	0.00	0.00	55.56
Total Taxes		1,430.57	207.80	207.80	1,846.17
Collected		0.00	0.00	0.00	0.00
Refunded		0.00	0.00	0.00	0.00
Unpaid		1,430.57	207.80	207.80	1,846.17



Muskingum County Auditor  
100 West  
Columbus, Ohio OH 43201

Hours: Mon-Fri, 8:30AM-4:30PM

Phone: [\(740\) 455-7109](tel:(740)455-7109)

Fax: [\(740\) 455-7182](tel:(740)455-7182)

Email: [Email the Auditor](mailto:Email the Auditor)

### Important Links

[Muskingum County Website](#)

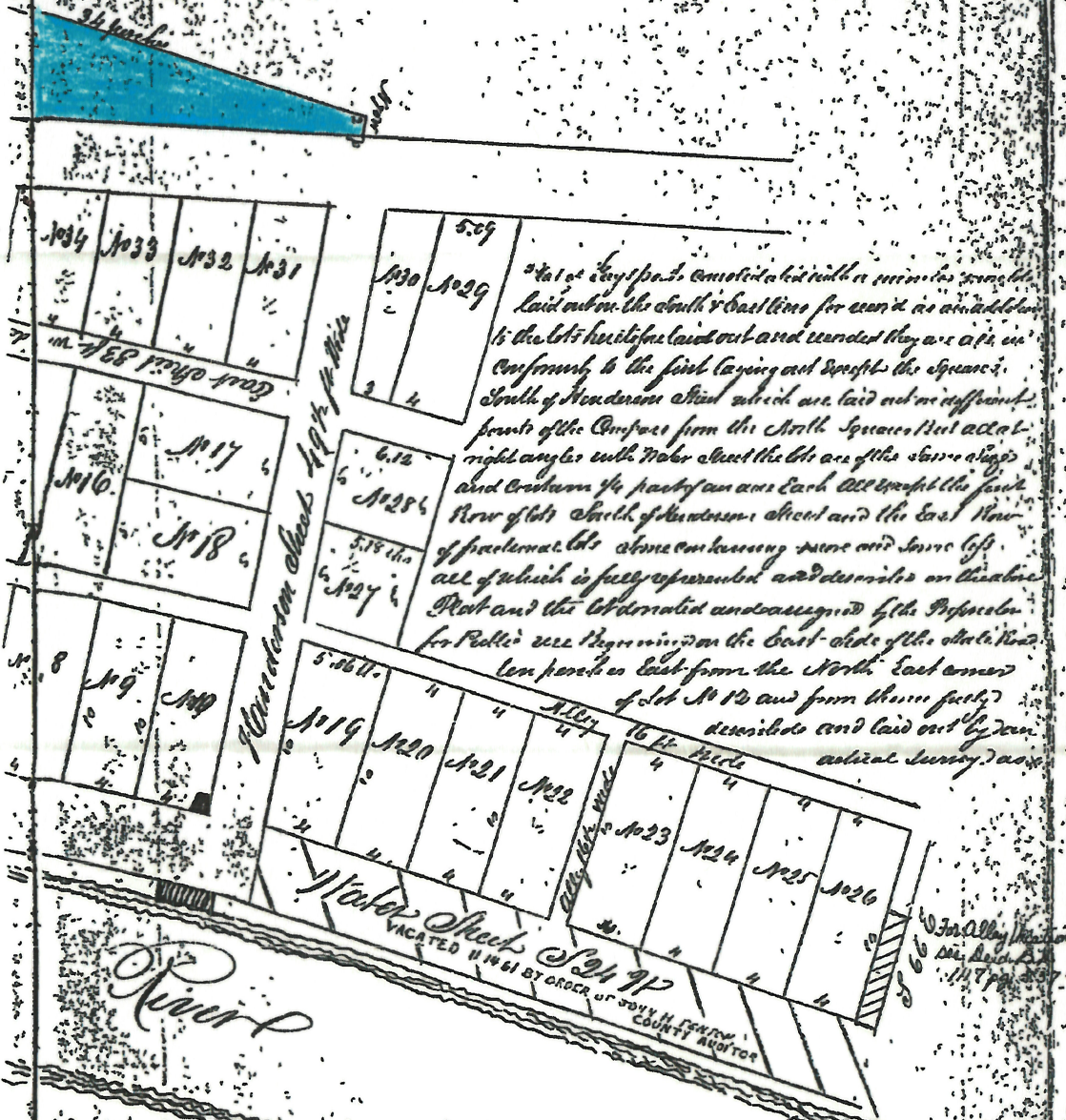
Last Updated: 01/05/2024 10:00:10 PM

Powered By: [ISSG Inc](#)





# Plat of Guy's Part



Plat of Guy's part consisted of a number of lots laid out on the south & east lines for as far as available to the lot's hereafter laid out and recorded they are all in conformity to the first laying out except the square South of Henderson street which are laid out in different parts of the compass from the North Square, but all at right angles with Water street the lots are of the same length and between the parties an acre each all except the front row of lots South of Henderson street and the East Row of front lots some containing more and some less all of which is fully represented and described on this plat and the lot divided and assigned by the Proprietor for Peter's use beginning on the East side of the state line ten paces East from the North East corner of Lot No 12 and from thence feet 70 describe and laid out by an actual survey, 1850

As has represented and also Lot No 1 called the low wall lot beginning at a point on the North Side of North Street and East side of Water Street thence with the same front to the beginning opposite to the Plat and said lots of the same &c. Platted since at the North East corner North West corner of Lot No 12 to regulate future surveys and boundaries whereof show hereunto & I my hand and seal this 6th day of May 1850. A. J. Guy, Proprietor  
 J. A. Schmitt

and C. Schmitt survey  
 March 20 1850



**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITH BUILDING(S)**

PARCEL(S): 010-WD  
MUS-376-5.09

This Agreement is by and between the State of Ohio, Department of Transportation ["Purchaser"] and Charlie N. Rodgers ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are collectively referred to as "the Parties."

In consideration of the mutual promises, agreements and covenants herein, the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$35,000.00, the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) all supplemental instruments reasonably necessary to transfer the title of the property; and (e) N/A.

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 when 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. Seller shall be responsible for all future installments of special assessments levied and assessed against the real property, whether or not the assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the property as of the 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 and assessments are discharged and shall be paid to Seller. 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 described in Exhibit A, together with all the appurtenances and hereditaments, all buildings and improvements, and all fixtures attached to or used with said land, buildings and improvements including, but not limited to, all

heating, hot water, air conditioning, plumbing, electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors, shrubbery and trees.

If the rights, titles and interests described in Exhibit A are in fee simple, then such sale and conveyance by Seller shall be by general warranty deed with, if applicable, full release of dower. If the rights, titles, and interests described in Exhibit A are less than fee simple, then such sale and conveyance by Seller shall be by 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 shall release to Purchaser, its successors and assigns, all abutters' rights, including access rights to any remaining lands of Seller from which the property is being severed.

**4. Supplemental Instruments**

Seller shall execute all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller warrants the property described in Exhibit A is free and clear from all liens and encumbrances except: (a) easements, restrictions, conditions and covenants of record; (b) legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall reasonably assist to procure and deliver to Purchaser releases and cancellations of all other rights, titles and interests in the property described in Exhibit A, including, but not limited to, those belonging to tenants, lessees, mortgagees or others in possession or otherwise occupying the property, and all assessment claims against said property.

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 lien secured by the property described in Exhibit A, then this Agreement shall be null and void and the Parties shall be discharged and released from all obligations of this Agreement. The term "fails to cooperate" shall include a demand or request by a mortgagee for a fee to release that mortgagee's lien that Purchaser deems 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 structure or fixture on the property described in Exhibit A. If, before possession of the property is surrendered to Purchaser, the property, including structures and fixtures, suffers any damage, change, alteration or destruction then, and without regard to the cause, Seller shall restore the property to its condition when Seller executed this Agreement; in the alternative, Seller may accept the purchase price less restoration costs. If Seller refuses to either restore the premises or accept the decreased consideration, then Purchaser, 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 be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days after Seller delivers the Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within 20 days, this Agreement shall be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

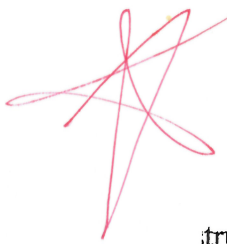
Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**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 execution of this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of all structures occupied by Seller, or the portions occupied by Seller, to Purchaser not later than 30 days after Purchaser tenders the purchase price to Seller. Purchaser may withhold in escrow from the purchase price the sum of \$35,000.00 to ensure that the structures will be vacated within 30 days and that the structures will be surrendered to Purchaser in the same condition when Seller executed this Agreement. If Seller properly vacates and surrenders possession of the structures, then \$35,000.00 shall be paid

 Needs re-uploaded  
Page 4

structures are not vacated, a rental agreement for the structures shall  
in which Seller and any tenants shall be the lessee(s) and  
Upon execution of such rental agreement, the \$ 35,000.00 shall be  
Seller fails to enter into such rental agreement, then Purchaser  
5,000.00 withheld in escrow to compensate Purchaser for the  
Seller owes for holding over possession of the structures, plus an  
assessments and restoration costs.

**of Vacant Land and Structures**

physical possession of vacant land and vacant structures, including  
accessing buildings, to Purchaser by the date Purchaser tenders

**Occupied by Seller's Tenant(s)**

occupied by Seller's tenant(s) shall be assumed by Purchaser when  
the price to Seller. From that date forward, Purchaser may collect  
rental payments. Any prepaid rents shall be prorated to the date  
by Purchaser.

bind and benefit the Parties and their respective heirs, executors,  
assigns.

be executed in two or more counterparts, each of which will be  
which together shall constitute but one and the same instrument.

contains the entire agreement between the Parties, and it is expressly  
other promises, provisions, terms, warranties, conditions or  
shall bind the Parties

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated immediately below their respective signatures.

By:   
Charlie N. Rodgers

Date: 4/11/24

STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Jack Marchbanks, Ph.D., Director

Date: \_\_\_\_\_  
BY: \_\_\_\_\_

**EXHIBIT A**

RX 250 WD

Page 1 of 2

Rev. 06/09

Ver. Date 05/03/2023

PID 115989

**PARCEL 10-WD  
MUS-376-5.09  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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 State of Ohio, County of Muskingum, Township of Blue Rock in the northeast quarter of Section 20, Township 12, Range 12 of the Congress Lands East of the Scioto River and all of the lot donated for public use on the Plat of Gaysport recorded in deed volume 17, page 432 of the Muskingum County Recorder's Office and deeded, now or previously, to Charlie N. Rodgers in book 2922, page 825 of the Muskingum County Recorder's Office, known as all of Muskingum County Auditor's parcel number 06-42-02-51-000, lying on the left side of the centerline of right of way of State Route 376 as shown on the centerline plat for MUS-376-5.09 and further described as follows:

Commencing for reference at a 5/8-inch iron pin found (bent) at the northeast corner of lot 12, also being the southerly right of way line of North Street (49.5 feet wide) as shown on the Plat of Gaysport recorded in deed volume 17, page 432 of the Muskingum County Recorder's Office;

Thence along the southerly line of North Street, also being State Route 376, South 71 degrees, 02 minutes, 59 seconds East 164.87 feet to a 5/8 inch iron pin found capped "Finley S-7222" in the easterly right of way line of Gaysport Hill Road (66.00 feet wide), also known as County Road 466, at the northwest corner of the lot donated for public use on the Plat of Gaysport as deeded to the aforesaid Charlie N. Rodgers and **the Place of Beginning** of the parcel herein described, being 32.21 feet left of station 1303+02.73;

Thence along the northerly line of the Plat of Gaysport, also being Rodger's northerly line, **South 71 degrees, 02 minutes, 59 seconds East, 132.00 feet** to an iron pin set 22.71 feet left of station 1301+72.67 at a northeast corner of the Plat of Gaysport and also Rodger's land, and the northwest corner of the land deeded to Jennifer N. Bunger and Todd A. Bunger, Sr. in book 2990, page 664 of the Muskingum County Recorder's Office;

**EXHIBIT A**

RX 250 WD

Rev. 06/09

Thence along Bungers' westerly line also being an easterly line of the Plat of Gaysport and the easterly line of Rodger's land, **South 22 degrees, 27 minutes, 51 seconds West**, at 376.18 feet passing through a 5/8 inch iron pin found capped "CLS 7224" at the southwest corner of Bungers' land, also being the northwest corner of the land deeded to the Township of Blue Rock in book 2104, page 843 of the Muskingum County Recorder's Office and a northerly corner of the land deeded to Peter Cherevas in book 2965, page 883 of the Muskingum County Recorder's Office and continuing along a westerly line of Cherevas' land and the easterly line of the Plat of Gaysport and Rodger's land, a total distance of **561.65 feet** to an iron pin set 86.07 feet left of station 1295+62.14 at a northwesterly corner of Cherevas' land and at southeasterly corner of the Plat of Gaysport and the southeasterly corner of Rodger's land;

Thence along a northerly line of Cherevas' land and a southerly line of the Plat of Gaysport and Rodger's land, **North 71 degrees, 02 minutes, 04 seconds West, 33.22 feet** to an iron 5/8-inch iron pin found capped "Finely S-7222" in the easterly right of way line of Gaysport Hill Road, 66.00 feet wide, also known as County Road 466, at the northwesterly corner of Cherevas' land and the southwesterly corner of Rodger's land, 119.20 feet left of station 1295+64.48;

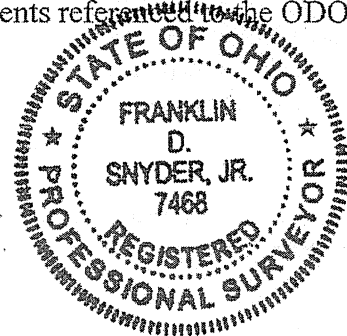
Thence along the easterly right of way line of Gaysport Hill Road, **North 12 degrees, 24 minutes, 02 seconds East, 564.27 feet** to the Place of Beginning and containing **1.063 acres** of land, none of which is contained within the present road occupied by State Route 376 nor Gaysport Hill Road. Intending to describe all of the land deeded to Charlie N. Rodgers in book 2922, page 825 of the Muskingum County Recorder's Office known as Muskingum County Auditor's parcel 06-42-02-51-000, but subject to all legal highways and easements of record.

All iron pins described as set shall be 3/4-inch reinforcing rods, 30 inches long with a 2-1/2 inch aluminum cap stamped "ODOT R/W; S-7468; THOMAS FOK & ASSOC." and shall be set by Thomas Fok & Associates, Inc. upon notification by ODOT District 5.

The basis for bearings is grid north of the State Plane Coordinate System, Ohio South Zone (3402), NAD83(2011) (EPOCH 2010:0000) by GNSS measurements referenced to the ODOT CORS.

This description was prepared based on a survey performed by Thomas Fok & Associates, Inc. beginning in August 2022 under the supervision of Franklin D. Snyder, Jr., PS, S-7468.

*Franklin D. Snyder, Jr. P.S.*  
05/08/2023



DESCRIPTION

APPROVED

By: *M. S. / 5/10/2023*

## WARRANTY DEED

Charlie N. Rodgers, the Grantor(s), in consideration of the sum of \$35,000.00, to be paid by the State of Ohio, Department of Transportation, does grant with general warranty covenants, to the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation, the Grantee, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 010-WD

MUS-376-5.09

SEE EXHIBIT A ATTACHED

Muskingum County Current Tax Parcel No. 06-42-02-51-000

Prior Instrument Reference: Book 2922, Page 825, Muskingum County Recorder's Office.

Grantor(s), for himself and his successors and assigns, covenants with the Grantee, its successors and assigns, that he is the owner(s) of the above parcel(s) in fee simple, and has the right and power to convey the above parcel(s), and that the above parcel(s) are free and clear from all liens and encumbrances, 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; and that Grantor(s) will warrant and defend the above parcel(s) against all claims of all persons.



The property conveyed to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

IN WITNESS WHEREOF Charlie N. Rodgers has set his hand on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Charlie N. Rodgers

STATE OF OHIO, COUNTY OF MUSKINGUM SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Charlie N. Rodgers. No oath or affirmation was administered to Peter Cherevas with regard to this acknowledgement.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My COMMISSION expires: \_\_\_\_\_

This form RE 244-I was updated to conform to new notarial language requirements as per Revised Code 147.542.

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

**EXHIBIT A**

RX 250 WD

Page 1 of 2

Rev. 06/09

Ver. Date 05/03/2023

PID 115989

**PARCEL 10-WD  
MUS-376-5.09  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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 State of Ohio, County of Muskingum, Township of Blue Rock in the northeast quarter of Section 20, Township 12, Range 12 of the Congress Lands East of the Scioto River and all of the lot donated for public use on the Plat of Gaysport recorded in deed volume 17, page 432 of the Muskingum County Recorder's Office and deeded, now or previously, to Charlie N. Rodgers in book 2922, page 825 of the Muskingum County Recorder's Office, known as all of Muskingum County Auditor's parcel number 06-42-02-51-000, lying on the left side of the centerline of right of way of State Route 376 as shown on the centerline plat for MUS-376-5.09 and further described as follows:

Commencing for reference at a 5/8-inch iron pin found (bent) at the northeast corner of lot 12, also being the southerly right of way line of North Street (49.5 feet wide) as shown on the Plat of Gaysport recorded in deed volume 17, page 432 of the Muskingum County Recorder's Office;

Thence along the southerly line of North Street, also being State Route 376, South 71 degrees, 02 minutes, 59 seconds East 164.87 feet to a 5/8 inch iron pin found capped "Finley S-7222" in the easterly right of way line of Gaysport Hill Road (66.00 feet wide), also known as County Road 466, at the northwest corner of the lot donated for public use on the Plat of Gaysport as deeded to the aforesaid Charlie N. Rodgers and **the Place of Beginning** of the parcel herein described, being 32.21 feet left of station 1303+02.73;

Thence along the northerly line of the Plat of Gaysport, also being Rodger's northerly line, **South 71 degrees, 02 minutes, 59 seconds East, 132.00 feet** to an iron pin set 22.71 feet left of station 1301+72.67 at a northeast corner of the Plat of Gaysport and also Rodger's land, and the northwest corner of the land deeded to Jennifer N. Bunger and Todd A. Bunger, Sr. in book 2990, page 664 of the Muskingum County Recorder's Office;

**EXHIBIT A**

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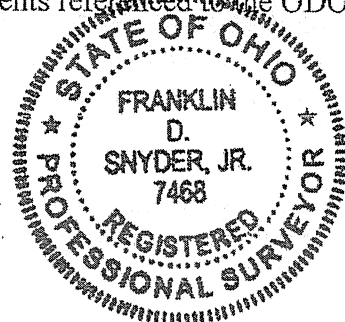
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All iron pins described as set shall be 3/4-inch reinforcing rods, 30 inches long with a 2-1/2 inch aluminum cap stamped "ODOT R/W; S-7468; THOMAS FOK & ASSOC." and shall be set by Thomas Fok & Associates, Inc. upon notification by ODOT District 5.

The basis for bearings is grid north of the State Plane Coordinate System, Ohio South Zone (3402), NAD83(2011) (EPOCH 2010:0000) by GNSS measurements ~~referenced to the~~ ODOT CORS.

This description was prepared based on a survey performed by Thomas Fok & Associates, Inc. beginning in August 2022 under the supervision of Franklin D. Snyder, Jr., PS, S-7468.

*Franklin D. Snyder, Jr. P.S.*  
05/00/2023



DESCRIPTION

APPROVED

By: *Mc 5/10/2023*

RE 60

Rev. 01/2010

Federal Job No. \_\_\_\_\_

**NEGOTIATION SUMMARY REPORT**

C/R/S	Muskingum / 00376 / 5.090
PARCEL#	10 WD
PID NO	115989

Title Holders		
Name	Marital Status	Address
Charlie N. Rodgers	Single	1207-1209 Putnam Avenue Zanesville, OH 43701

Lien and/or Lease Holders	
Name	Address

**NOTE ANY TITLE INFORMATION NOT FOUND IN TITLE REPORT (Incompetency, unrecorded documents, etc.)**

Record of Owners/Negotiator Meetings					
Date	Name	Negotiator	Location	Offer \$	Counter Offer
01/09/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone		
01/13/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	1207 Putnam Ave., Zanesville, OH	\$35,000.00	
02/02/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
02/10/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
02/21/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
02/29/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
03/05/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
03/07/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
03/10/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
03/11/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
03/13/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
03/18/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	telephone	\$35,000.00	
03/25/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
03/30/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
04/01/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	U.S. Mail	\$35,000.00	

04/09/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
04/10/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
04/11/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	Telephone	\$35,000.00	
04/16/2024	Charlie N. Rodgers	Megan Matrka and Kendall Becker	U.S. Mail	\$35,000.00	

Arrangements pertaining to possession or vacate date ---

Date property management section was notified of purchase details --- 01/13/2024

Date state's acquisition brochure given to owner --- 01/13/2024

Remarks
Taxes are still behind during negotiations

I, the undersign, do hereby state the following:

1.  The written agreement secured embodies all the considerations agreed upon between the property owner and me.
2.  The agreement was reached without coercion, promises other than those shown in agreement, or threats of any kind whatsoever.
3.  I understand that this parcel is or may become part of a Federal aid highway.
4.  I do not have a direct or indirect, present or contemplated personal interest in the parcels or in any benefit from the acquisition of such property.
5.  I submit herewith the instruments on the above parcel, together with complete notes on the negotiation, including details of any unusual agreement or arrangements with the owner

DATE 04/17/2024

SIGNED



Megan Matrka

REALTY SPECIALIST

NAME TYPED OR PRINTED

**NEGOTIATOR NOTES**

C/R/S Muskingum /  
00376 / 5.090

PARCEL 10 WD

PID No. 115989

FEDERAL PROJECT No. \_\_\_\_\_

Title Holders		
Name	Marital Status	Address
Charlie N. Rodgers	Single	1207-1209 Putnam Avenue Zanesville, OH 43701

PLEASE NOTE THE FOLLOWING CHECKED ITEMS ARE REQUIRED BY FEDERAL TITLE III COMPLIANCE LAWS AND DEPARTMENTAL POLICY:

	Dates
Title Report Verified On	01/13/2024
Appraisal Procedure Explained On	01/13/2024
Fair Price Policy Explained On	01/13/2024
Payment In 6 to 8 Weeks Explained On	01/13/2024
Made Offer Verbally On	01/13/2024
Made Offer in Writing On	
Explained Payment of Taxes (if applicable) On	01/13/2024
Structure Retention Offered (if applicable) On	01/13/2024
Appropriation Procedure Explained On	01/13/2024
Plan Letter Delivered/Mailed/Project Explained On	01/13/2024

Negotiator Meeting Notes	
Date	Remarks
01/09/2024	<p>On this date, I called Charlie Rodgers at 740-297-1626. I introduced myself and let her know I would be the acquisition agent on this project and asked if she would be free to meet to discuss. She said that she would need to get together with her brother and would likely need to meet on Saturdays which would be fine.</p> <p>Later this same date, I received a text from Charlie about meeting Saturday at noon.</p>
01/13/2024	<p>On this date, I met with Charlie, her father and her brother at 1207 Putnam Ave, Zanesville, OH. I briefly reviewed details of the project and explained that I work for West Erie Realty Solutions, Ltd. (WE) who is acting as an agent on behalf of the Ohio Department of Transportation to acquire the necessary right of way for the proposed project.</p> <p>I then asked to review the title report prepared for the subject property. Ms. Rodgers verified that she owns the subject property and confirmed there were no liens on the property on or off public record. The property is not enrolled in the CAUV program.</p> <p>I provided the following paperwork:</p> <ol style="list-style-type: none"> <li>1. Acquisition Offer Transmittal Letter</li> </ol>

2. A copy of the Title Report (RE-46-only) to assist in verifying ownership.
3. The Notice of Intent to Acquire and Good Faith Offer for the Fair Market Value Estimate (F.M.V.E.) in the amount of \$35,000.00 with the Plan Letter and WD, legal description attached.
4. The R/W and Construction plan sheets for Parcel 10-WD
5. The Appraisal Report that was prepared for the ODOT's use in determining compensation for the proposed acquisition.
6. The Contract for Sale and Purchase without building document to be signed upon agreement.
7. The Warranty Deed (WD) document to be signed at closing.
8. A Federal W-9 form.
9. An Acquisition Brochure "When ODOT Needs Your Property."

We first reviewed the ODOT acquisition brochure in detail. I then advised them that the purpose of this proposed project is to repair embankment (rock cut slope) that improves slope stability and to install a catchment ditch along SR376. The proposed construction start date is anticipated for April 1, 2025 and should be completed by November 1, 2026.

We then reviewed the right-of-way and construction plans. During review of the plan sheets, reference was made to the Plan Letter Attachment on several occasions so they could reference this document at a later date as it pertains to the project details discussed and explained this date.

Once the project details were fully understood by the property owners, we began reviewing the Appraisal Report prepared to determine compensation for the proposed acquisition areas. The sales comparison approach was discussed in detail so they were fully aware of how compensation was determined and what it included. We also discussed the fair price policy. They stated they disagreed with the amount and comparables used. I stated that it is our goal to come to an agreement and that if they want to submit a counteroffer that they seek an appraisal or other means of support for that counteroffer.

Next we reviewed the Notice of Intent to Acquire and Good Faith Offer letter in detail. I reiterated that ODOT needed to acquire their property and I stated that Ohio law authorized the ODOT to obtain the needed right of way for the public purpose of a highway project. I pointed out that the legal description of the proposed acquisition area that ODOT needed to acquire was attached to the Notice of Intent to Acquire and Good Faith Offer provided. I explained that the Good Faith offer was the ODOT's determination of the fair market value of the property and this fair market value (FMV) was what a willing buyer who was under no compulsion to buy and a willing seller who was under no compulsion to sell would value the property on the open market. We also reviewed the appropriation process as outlined in the Notice of Intent to Acquire and Good Faith Offer letter.

Finally, we reviewed the Contract for Sale and Purchase, Warranty Deed, SIF and W-9. I explained that once an agreement was reached, we would need to have them sign the Contract for Sale and Purchase and complete the W-9/SIF. With receipt of these documents, we could begin processing the closing proceeds which takes 6-8



	<p>weeks to process, I informed them that we would perform the closing where they would be responsible to pay the property taxes owed on the WD area being acquired as part of the project. This would be determined by the Muskingum County Auditor and relayed to them prior to closing. The amount determined would be applied to their property tax bill and they would be supplied with receipts for income tax purposes.</p> <p>They stated they would continue to review the documents and stated they would contact the real estate people they are acquaintances with to provide a counteroffer.</p>
02/02/2024	On this date, we, Kendall Becker and Megan Matrka, reached out to Charlie about the project and their review. She said that her dad was looking into appraisals and she would follow up with us.
02/10/2024	On this date, we reached out to Charlie to see if she had any updates on their review and she said her dad was meeting with someone the week of 2/12 and she would follow up after they reviewed the details.
02/21/2024	On this date, we reached out to Charlie for an update on the appraisal that her father was coordinating.
02/29/2024	On this date, Charlie and I discussed the acquisition. She stated she was sorry it was taking so long as her father, who is spearheading the conversation, has been working out of Tiffin and cant get ahold of the appraiser. I told her that time would be of the essence at this point and asked that she keep us in the loop of any developments.
03/05/2024	On this date, I reached out to Charlie to check in on the status of their appraisal and counteroffer
03/07/2024	On this date, Charlie updated me that they are planning to pick up an appraisal in the evening of 3/8/24. I asked that she keep me posted as soon as she gets it.
03/10/2024	On this date, I reached out to Charlie for an update and received no response.
03/11/2024	On this date, I sent Charlie a text asking for information or an update regarding the appraisal report.
03/13/2024	On this date, I received a text from Charlie. She stated that she is having a hard time getting ahold of the real estate professional and did not respond to if she knew the amount they had comparables for.

03/18/2024	On this date, I, Megan Matrka, reached out to Charlie for any update and asked if she had any indication of what they were proposing to move forward.
03/25/2024	On this date, I reached out to Charlie for an update with no response.
03/30/2024	On this date, I sent Charlie a text asking if she had spoke to the appraiser or had any information relative to a counteroffer. She said that she has been unable to retrieve the documents but did find out that the amount was around the offer and would be willing to sign. I said I would resend the Contract and W9/SIF for her to complete and return to process check.
04/01/2024	On this date, I resent the Contract and W9/SIF to Charlie for her to complete and return.
04/09/2024	On this date, Charlie reached out and stated she had not received the documents in the mail and we confirmed the correct address.
04/10/2024	On this date, I, Megan Matrka reached back out to Charlie to see if she had received the Contract and W9/SIF
04/11/2024	On this date, Charlie Rodgers and I (Megan Matrka) had a phone discussion regarding the Contract and the W9/SIF. We reviewed the paragraphs of the Contract and Charlie mentioned they are behind in property taxes. I informed her that we would have to take care of that as part of closing. We then discussed the W-9/SIF and she asked about income tax and those forms. I said she would have to discuss with her accountant. She said she would be signing soon and sending back in via U.S. Mail.
04/16/2024	On this date, we received the signed Contract and the completed W9/SIF

## NOTICE OF INTENT TO ACQUIRE AND GOOD FAITH OFFER

January 13, 2024

Charlie N. Rodgers  
8895 Gaysport Hill Rd.  
Blue Rock, OH 43720

Re: MUS-376-5.09  
Parcel Number: 010  
Interest Acquired: WD

---

### THE NOTICE OF INTENT TO ACQUIRE

TO: Charlie N. Rodgers

The Ohio Department of Transportation ["ODOT"] needs your property for a highway project identified as MUS-376-5.09 and will need to acquire the following from you:

*Parcel 010-WD is a fee simple acquisition in the name of the State of Ohio Department of Transportation. This identifier is used when acquiring fee simple title where limitation of access is not to be acquired. Grantor retains the right of ingress and egress to and from any residual area. The required property rights will be purchased, transferred and recorded at no cost to the property owner.*

Ohio law authorizes ODOT to obtain Parcel 010-WD from your property for the public purpose of a highway project. The legal description of your property that ODOT needs for the highway project is set out in the Good Faith Offer that is included with this Notice of Intent to Acquire, that legal description is referred to as **Exhibit A** in the Good Faith Offer.

The Good Faith Offer included with this Notice of Intent to Acquire is ODOT's determination of the fair market value of your property. This fair market value (FMV) is what a willing buyer who is under no compulsion to buy and a willing seller who is under no compulsion to sell would value your property on the open market.

You will have a minimum of 30 days from the time you receive the Good Faith Offer included with this Notice of Intent to Acquire to accept or reject the offer. We are available to discuss the offer with you at any time. If you reject the offer or we are unable to come to an agreement, we may have to exercise our eminent domain authority to appropriate your property. This will require a court procedure. In a court proceeding, you may disagree with whether our offer reflects the fair market value of the property.

**HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:**

1. By law, ODOT is required to make a good faith effort to purchase Parcel 010-WD.
2. We are to provide you with a written offer and the appraisal or valuation upon which we base that offer. The amount offered to you will not be less than the approved fair market value estimate of the property needed for the project. This compensation is based on the valuation of your property by qualified real estate personnel who have analyzed current market data. Their valuation work has been reviewed by a preapproved review appraiser prior to ODOT establishing its fair market value estimate for your property needed for the project.
3. **You do not have to accept this offer** and ODOT is not required to agree to your demands.
4. You are to be provided a copy of the valuation document during the first negotiation visit by an agent of ODOT.
5. You are to be provided with pertinent parts of the highway plans which are:  
  

**Right of Way Legend Sheet, Property Map, Summary of Additional Right of Way,  
and Right of Way Detail Sheet**
6. The Plan Letter Attachment included with the Good Faith Offer attached to this Notice Of Intent To Acquire describes the interest in the real property that is to be acquired from you, the description and location of the real property to be acquired, and any improvements such as buildings or structures situated on the property to be acquired, if any.
7. You will be provided with a booklet entitled “When ODOT Needs Your Property”. This booklet briefly explains the acquisition process and your rights in this process.
8. You have the right to seek the advice of an attorney, real estate appraiser, or any other person of your choice in this matter.
9. You have the right to object to ODOT’s decision to acquire your property by writing, within ten business days of receiving this notice, to:

Governor Mike DeWine  
Care of: Ohio Department of Administrative Services  
General Services Division  
Real Estate Services  
4200 Surface Road  
Columbus, Ohio 43228-1395

And to:

Jack Marchbanks, Ph. D., Director  
Ohio Department of Transportation  
1980 West Broad Street  
Mailstop 1000  
Columbus, Ohio 43223

The Governor has the discretion to veto this project, and if he does, it will not proceed.

10. If you do not accept this offer, and we cannot come to an agreement on the acquisition of Parcel 010-WD, ODOT has the right to file suit to acquire Parcel 010-WD by eminent domain in the county in which the property is located. This action, referred to as an “appropriation proceeding” ensures your rights will be fully protected while at the same time allowing the construction of the highway project to proceed for the benefit of all.
11. When filing the appropriation, the Director of Transportation will deposit the value of the property sought to be acquired with the court. At that time, ODOT gains the right to enter upon and use the property acquired subject to Section 163.06 (B) of the Ohio Revised Code. If you agree to accept the deposited money as full payment, the appropriation case will be closed.
12. If you are not satisfied with the amount of the deposit, you must file an answer with the court in the manner and within the time specified in the summons which is served upon you by the court. Once the answer is filed, you may apply to the court to withdraw the deposited money, subject to the rights of any other parties having an interest in the property. Withdrawing your share of the deposit does not interfere with your right to have a jury determine the FMV of your property. Interest will not accrue on any money deposited under this procedure. If the money withdrawn under this procedure should exceed the final award, the owner will be required to return the excess payment.
13. As part of your answer you may request a trial by jury. After a trial, a jury will decide the amount you are to be awarded for your property that is acquired, for the damage that is caused by the acquisition, if applicable, and for other damages permitted by law, which could either exceed or be less than our offer. At the trial you may testify and present evidence as to the value of your property.
14. If your property qualifies as an “Agricultural Use” as defined under ORC 163.21 (C)(2), and a jury awards you an amount that is more than 150% of ODOT’s final offer as determined by law, you may be entitled to recover attorney fees and other litigation costs.
15. You also have the right to request that the issue of the value of your property be submitted to nonbinding mediation. You **must** submit your written request for mediation to the court within ten business days after you file your answer. If a settlement is not reached at mediation, the matter will proceed to a jury valuation trial.

**THE GOOD FAITH OFFER**

The amount offered to you in good faith as just compensation for the acquisition of Parcel 010-WD, of Project MUS-376-5.09 is:

Real Property To Be Acquired	\$35,000.00
Damages To Your Property Which Is Not Acquired	\$0.00
Temporary Construction Easement	\$0.00
Total Good Faith Offer	\$35,000.00

Tenant-owned improvements, if any, are to be identified in this Good Faith Offer, and if there are any such improvements, the amount offered to you does not include compensation for these improvements. **None.**

Your property may be encumbered with a mortgage lien as security for a loan. It is possible that ODOT may conclude this acquisition of property without obtaining a partial release of such mortgage lien from your lender. In that event, you as the borrower and grantor of the mortgage lien should consult your loan and mortgage documents concerning possible requirements to apply proceeds from a public acquisition to your outstanding loan balance or contact your lender about responsibilities and obligations when part of your property is acquired for public use.

While ODOT may not provide legal advice, we will make all efforts to answer questions you have concerning this process and provide any copies of the law or our records that you may need to fully understand your rights, the project, and the process. If you have any questions concerning this matter, you may contact us at:

Michael Hamilton  
West Erie Realty Solutions, Ltd.  
485 Metro Place South, Suite 475  
Dublin, OH 43017



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Michael Hamilton  
As agent for the  
Phone: (Work) 614-602-2762 or (Cell) 260-316-4299  
Email: MichaelH@WestErieRealty.com

**ACKNOWLEDGMENT OF RECEIPT  
OF  
NOTICE OF INTENT TO ACQUIRE AND GOOD FAITH OFFER**

Re: MUS-376-5.09  
Parcel Number: 010  
Interest Acquired: WD

Each of the undersigned acknowledges that a copy of the foregoing Notice of Intent to Acquire and Good Faith Offer was delivered to the undersigned by ODOT. This Acknowledgment of Receipt of Notice of Intent to Acquire and Good Faith Offer does NOT indicate or imply in any way that the undersigned has waived or will waive any objections the undersigned might have, to ODOT's efforts to acquire the undersigned's property. Furthermore, the undersigned's signature on this Acknowledgment of Receipt of Notice of Intent to Acquire and Good Faith Offer does NOT indicate or imply in any way that the undersigned has accepted or will accept any of the terms, provision or conditions set out in this Good Faith Offer.

  
\_\_\_\_\_  
(Owner's signature)

Charlie Rodgers  
\_\_\_\_\_  
(Print owner's name)

1/13/24  
\_\_\_\_\_  
(Date)

**EXHIBIT A**

RX 250 WD

Page 1 of 2

Rev. 06/09

Ver. Date 05/03/2023

PID 115989

**PARCEL 10-WD  
MUS-376-5.09  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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).

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[Surveyor's description of the premises follows]

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Situated in the State of Ohio, County of Muskingum, Township of Blue Rock in the northeast quarter of Section 20, Township 12, Range 12 of the Congress Lands East of the Scioto River and all of the lot donated for public use on the Plat of Gaysport recorded in deed volume 17, page 432 of the Muskingum County Recorder's Office and deeded, now or previously, to Charlie N. Rodgers in book 2922, page 825 of the Muskingum County Recorder's Office, known as all of Muskingum County Auditor's parcel number 06-42-02-51-000, lying on the left side of the centerline of right of way of State Route 376 as shown on the centerline plat for MUS-376-5.09 and further described as follows:

Commencing for reference at a 5/8-inch iron pin found (bent) at the northeast corner of lot 12, also being the southerly right of way line of North Street (49.5 feet wide) as shown on the Plat of Gaysport recorded in deed volume 17, page 432 of the Muskingum County Recorder's Office;

Thence along the southerly line of North Street, also being State Route 376, South 71 degrees, 02 minutes, 59 seconds East 164.87 feet to a 5/8 inch iron pin found capped "Finley S-7222" in the easterly right of way line of Gaysport Hill Road (66.00 feet wide), also known as County Road 466, at the northwest corner of the lot donated for public use on the Plat of Gaysport as deeded to the aforesaid Charlie N. Rodgers and **the Place of Beginning** of the parcel herein described, being 32.21 feet left of station 1303+02.73;

Thence along the northerly line of the Plat of Gaysport, also being Rodger's northerly line, **South 71 degrees, 02 minutes, 59 seconds East, 132.00 feet** to an iron pin set 22.71 feet left of station 1301+72.67 at a northeast corner of the Plat of Gaysport and also Rodger's land, and the northwest corner of the land deeded to Jennifer N. Bunger and Todd A. Bunger, Sr. in book 2990, page 664 of the Muskingum County Recorder's Office;



**EXHIBIT A**

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Thence along Bungers' westerly line also being an easterly line of the Plat of Gaysport and the easterly line of Rodger's land, **South 22 degrees, 27 minutes, 51 seconds West**, at 376.18 feet passing through a 5/8 inch iron pin found capped "CLS 7224" at the southwest corner of Bungers' land, also being the northwest corner of the land deeded to the Township of Blue Rock in book 2104, page 843 of the Muskingum County Recorder's Office and a northerly corner of the land deeded to Peter Cherevas in book 2965, page 883 of the Muskingum County Recorder's Office and continuing along a westerly line of Cherevas' land and the easterly line of the Plat of Gaysport and Rodger's land, a total distance of **561.65 feet** to an iron pin set 86.07 feet left of station 1295+62.14 at a northwesterly corner of Cherevas' land and at southeasterly corner of the Plat of Gaysport and the southeasterly corner of Rodger's land;

Thence along a northerly line of Cherevas' land and a southerly line of the Plat of Gaysport and Rodger's land, **North 71 degrees, 02 minutes, 04 seconds West, 33.22 feet** to an iron 5/8-inch iron pin found capped "Finely S-7222" in the easterly right of way line of Gaysport Hill Road, 66.00 feet wide, also known as County Road 466, at the northwesterly corner of Cherevas' land and the southwest corner of Rodger's land, 119.20 feet left of station 1295+64.48;

Thence along the easterly right of way line of Gaysport Hill Road, **North 12 degrees, 24 minutes, 02 seconds East, 564.27 feet** to the Place of Beginning and containing **1.063 acres** of land, none of which is contained within the present road occupied by State Route 376 nor Gaysport Hill Road. Intending to describe all of the land deeded to Charlie N. Rodgers in book 2922, page 825 of the Muskingum County Recorder's Office known as Muskingum County Auditor's parcel 06-42-02-51-000, but subject to all legal highways and easements of record.

All iron pins described as set shall be 3/4-inch reinforcing rods, 30 inches long with a 2-1/2 inch aluminum cap stamped "ODOT R/W; S-7468; THOMAS FOK & ASSOC." and shall be set by Thomas Fok & Associates, Inc. upon notification by ODOT District 5.

The basis for bearings is grid north of the State Plane Coordinate System, Ohio South Zone (3402), NAD83(2011) (EPOCH 2010:0000) by GNSS measurements referenced to the ODOT CORS.

This description was prepared based on a survey performed by Thomas Fok & Associates, Inc. beginning in August 2022 under the supervision of Franklin D. Snyder, Jr., PS, S-7468.

*Franklin D. Snyder, Jr. P.S.*  
05/00/2023



DESCRIPTION

APPROVED

By: *Mr. S. J. [Signature]*



323 Lafayette Street | Toledo, Ohio 43604 | 419.214.3743

## INTRODUCTION LETTER

Charlie N. Rodgers  
883 Goddard Ave.  
Zanesville, OH 43701

Project: MUS-376-5.09  
Parcel: 010-WD

Dear Charlie N. Rodgers:

This letter is to advise you of the impending improvement on MUS-376-5.09 . The purpose of this improvement is to repair embankment (rock cut slope) that improves slope stability and to install a catchment ditch approximately 0.25 miles east of the SR60/SR376 intersection. Please be advised West Erie Realty Solutions, Ltd has been retained by the Ohio Department of Transportation [ODOT] to act as their agent to acquire the necessary rights of way.

This proposed project may possibly involve some of your real property. In the near future, a representative of our office will be contacting you to explain the exact nature of the area required and the amount of compensation involved. In the meantime, we have enclosed a brief form requesting your contact information. We would appreciate your completing this form and returning same to our firm in the enclosed self-addressed stamped envelope. This information will assist our firm in contacting you in the most desired manner.

In advance of our personnel contacting you, we are enclosing a brochure entitled "When ODOT Needs Your Property." This booklet outlines our right of way acquisition procedures, and provides answers to some of the most frequently asked questions.

We sincerely appreciate your time in this important matter and we look forward to contacting you in the near future to arrange an appointment to meet with you. If you have any questions, please do not hesitate to contact our office.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Hamilton".

Michael Hamilton, Project Manager  
West Erie Realty Solutions Ltd.  
As Agent for the Ohio Department of Transportation [ODOT]

## Contact Information

Property Owner: Charlie N. Rodgers  
Project Identification: MUS-376-5.09  
Parcel Number: 010-WD

Dear Charlie N. Rodgers:

West Erie Realty Solutions, Ltd has been retained by the Ohio Department of Transportation [ODOT] to acquire proposed rights of way on the captioned project. As a potentially impacted property owner, we ask that you please complete the information requested below as soon as possible. For your convenience, we have enclosed a self-addressed stamped envelope for your use in returning this information.

1. Contact Name:

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2. Primary phone number(s):

---

3. Alternate phone number(s):

---

4. E-Mail Address:

---

5. Preferred Method of Contact:

---

6. Preferred Time to Contact:

---

7. Preferred mailing address (if different from above):

---

8. Would you be interested in discussing the donation of right of way?

Yes \_\_\_\_\_ No \_\_\_\_\_



323 Lafayette Street | Toledo, Ohio 43604 | 419.214.3743

January 13, 2024

Charlie N. Rodgers  
883 Goddard Ave.  
Zanesville, OH 43701

Project: MUS-376-5.09  
Parcel: 010-WD  
Property Address: 8895 Gaysport Hill Rd., Blue Rock, OH 43720

Dear Charlie N. Rodgers:

ODOT has plans remediate the rock cut slope and install a catchment ditch along SR376. In order to procure the necessary rights of way to permit impending construction activity, our firm has been engaged to provide the acquiring functions mandated by Ohio law.

While it is our desire to personally meet with each impacted property owner on the project, we also realize that at times it is difficult to schedule face to face meetings with everyone involved. Consequently, we have decided to forward an offer package to those impacted owners from whom there will be an acquisition of property rights. In this manner, property owners will be able to review the documents, compose questions and be prepared to discuss project details. On page two of the Notice of Intent to Acquire and Good Faith Offer (NIAGFO) letter you will notice a reference to a minimum 30-day period to accept or reject this offer. In order to keep this project on schedule, we would ask that you call our office at your first opportunity after reviewing the offer package. Otherwise, our representative will follow up in the very near future to discuss the aforementioned items.

In addition to the above, we would also emphasize that all correspondence and other documents provided with this letter have been constructed based on information gleaned from Delaware County public records. In the event you have transferred any portion, or all of the property discussed in this presentation, please immediately notify my office at the address and phone number(s) shown at the conclusion of this letter. Any such changes will be researched to assure that only parties having a valid, legal interest in the property are properly addressed through the acquisition process. Included with this transmittal are the following documents.

### **Verification of Ownership**

In order to determine the ownership of the real estate impacted by this project, extensive research of Muskingum County records has been conducted. While this research attempts to accurately show such information as current ownership, mortgages and other liens, real property taxes and similar encumbrances against the property, we realize changes might have occur. Therefore, we have included with this packet of information, the first few pages of the Title Report, form RE-

46, which summarizes key information concerning the property. We ask you take a few moments to review this information and advise us in the event errors and/or omissions are evident. Verification of this information is key to assuring the interests of all parties are recognized and served.

### **Notice of Intent to Acquire and Good Faith Offer Letter with Plan Letter Attachment**

The Notice of Intent to Acquire and Good Faith Offer Letter defines the warranty deed and/or easement to be acquired from your property. In addition, the notice specifies your legal rights under Ohio law, defines your options and provides a summary of compensation being offered for the interest(s) to be acquired. We would emphasize that all impacted property owners have the right to seek guidance from any source they feel most comfortable with, and they may also file a written objection to the office of Adam Fricke, Deputy Engineer. Please note, the last page of this letter provides space for the property owner(s) to sign and date the letter as acknowledgment they have received same. We emphasize your signature on this letter is simply an acknowledgment of receipt and in no manner or form conveys any interest to ODOT nor does it infer your acceptance of this acquisition.

In addition to the aforementioned notice, we would also direct your attention to the plan letter attachment. This document more specifically defines the property rights being acquired in terms of size and location. In the case of temporary easements, the attachment denotes the time frame the easement is in force. Additionally, we have provided some of the construction details we believe may be of importance to you as the property owner including such items as real property improvements impacted by the acquisition, elevation changes, drainage and other data having a bearing on your property. We would strongly urge you to review the notice of intent and attached plan letter before taking any action in this matter.

### **Right of Way and Construction Plans**

As noted under item 5 of the Notice of Intent to Acquire and Good Faith Offer Letter, we are providing a copy of the right of way and construction plan sheets most relevant to your individual property. For your convenience, we have color-coded the acquisition as noted in the plan letter attached to the notice of intent to acquire. As these plan sheets tend to be rather technical in nature, we would be more than happy to explain in more detail matters not already covered in the plan letter.

### **Right-of-Way Appraisal Report**

The Right-of-Way Appraisal Report defines the method utilized by the appraiser to determine fair market value (FMV) for the interests to be acquired. This report delineates the sales data upon which the appraiser has based his determination of value and provides an analysis of facts leading to that determination. We would note that subsequent to completion of this report, the analysis was reviewed and approved by an independent third party (review appraiser) for compliance with policies and procedures governing this type of valuation format. In addition, an agent of ODOT has also approved this report.

### **Contract of Sale & Purchase with Legal Descriptions**

The Contract of Sale & Purchase sets forth the terms and conditions of the eventual transfer of the property rights sought through this acquisition process. Page 4 of 5 provides for the execution of the contract by grantors. Page 5 of 5 delineates the signatures of the parties representing the grantee. Once the contract has been fully executed, a copy of same will be returned to you for your records. In addition, settlement funds will be obtained through the State of Ohio, Department of Transportation with a closing arranged at a mutually agreeable date, time and location. Normally, these funds are available within 6 to 8 weeks from the date the signed contract of sale and purchase is received.

### **Conveyance Instrument with Legal Description**

The conveyance instrument enclosed is a document describing the real property interest being conveyed to ODOT. This document contains three parts. The first contains the granting clause, ownership reference and compensation being tendered. The second part contains the acknowledgment sheet wherein the grantor (property owner) signs, dates and has notarized their signatures. At present, we have left this sheet incomplete pending advisement from you relative to the name and title of the individual(s) executing the easement on behalf of your company. Once determined, please consult with our representative who will forward a completed acknowledgment sheet to you. Finally, the third part is the legal description of the specific interest(s) to be conveyed. Once signed and notarized, the instrument(s) should be returned to our firm who will cause them to be recorded with the County Recorder's Office. Generally, payment for the acquired interest(s) will transpire within 6 to 8 weeks from receipt of the properly executed conveyance instrument(s).

### **Form W-9 & Supplier Information Form**

The form W-9 is a document ODOT will make available to the Internal Revenue Service as the compensation tendered for the acquired interests may in whole or in part be taxable. Property owners are asked to complete the information through Part II of the document, including tax identification or social security number of the grantor. The completed form W-9 should be returned to our firm with the signed and notarized contract of sale and purchase.

In addition to the form W-9, the Ohio Department of Transportation [ODOT] considers all payees in transactions such as this to be suppliers. As a supplier, you are required to complete the OBM-5657 form included with this transmittal. Once again, this completed form should be returned to our firm with other documents referenced herein.

### **Closing Procedures**

Subsequent to agreement having been reached between the parties, the agreed upon compensation will be billed to the purchaser and a check or series of checks will be issued depending on the number of payees involved. Once the checks(s) have been secured, our closing agent will make arrangements with you to conduct a formal closing. Prior to closing, you will be advised of the county auditor's determination of pro-rated real estate taxes/assessments due for that portion of property being acquired. You will be asked to have a check made payable to the Muskingum

County Treasurer in the exact amount of the taxes/assessment due. The agent will also update the existing title information to assure nothing has changed, including property interests or liens. At the closing, the owner(s) will be asked to execute the necessary deed and easement instruments as well as the closing statement and affidavit of seller. The former document lists the disbursement of the compensation while the latter is the owner's statement which verifies the legality of the owner to convey the interests.

Once the closing has transpired, our agent will record the conveyance instruments, pay the pro-rated property taxes to the County Treasurer and initiate the process to exempt from further taxation on the portion of property acquired by warranty deed. A copy of the paid receipt for the taxes will be forwarded to you. Copies of other documents associated with this closing can be provided upon request.

### **“When ODOT Needs Your Property”**

We have enclosed a copy of the above noted brochure. We would emphasize the contents of this publication delineates your legal rights under Ohio law and provides answers to some of the more frequently asked questions. We encourage you to take a few moments to review the contents.

We sincerely appreciate your patience and cooperation in this matter. We realize the enclosed documents contain considerable technical information. Consequently, we believe a follow-up meeting would be beneficial to address those questions or concerns you may have once you have reviewed these documents. We would also suggest you provide our office with your telephone number and or e-mail address to facilitate future contact with you. Should you wish to contact our firm, please feel free to do so at the following address:

West Erie Realty Solutions Ltd.  
485 Metro Place South, Suite 475  
Dublin, OH 43017  
Office: 614-602-2762 Cell: 260-316-4229  
Email: MichaelH@WestErieRealty.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Hamilton', written in a cursive style.

Michael Hamilton, Project Manager  
West Erie Realty Solutions, Ltd.  
As Agent for the Ohio Department of Transportation [ODOT]

## PLAN LETTER ATTACHMENT

MUS-376-5.09  
010-WD

**Date of offer: 1/13/2024**

To avoid any misunderstanding as to the work to be done, you are being furnished this plan letter attachment and a print of the right of way plan sheets applicable to your parcel and associated construction plan sheets, if applicable. The following explains the type of acquisition and what to look for on the plans provided. Changes to the plan required by engineering revisions or as agreed to in negotiations will be documented in writing by the Department of Transportation or its representatives.

The purpose of this proposed project is to repair embankment (rock cut slope) that improves slope stability and to install a catchment ditch along SR376. The proposed construction start date is anticipated for April 1, 2025 and should be completed by November 1, 2026.

The real property needed for the MUS-376-5.09 project requires the acquisition of your entire property. The agency needs to acquire from your parcels 010-WD. The acquisition is further explained as follows.

### Parcel 010-WD:

Parcel 010-WD is defined as a warranty deed acquisition without limitation of access to be acquired in the name of the State of Ohio Department of Transportation. This identifier is used when it is determined that full fee simple interest in the parcel is necessary to construct and maintain the roadway facility.

As shown on the Summary of Additional Right of Way sheet 5/7, it will encumber a **gross and net take** area of 1.063 or approximately 46,304 square feet. The purchase will convert the easement right of way to warranty deed through the fee simple acquisition. The irregular-shaped parcel is highlighted in **Yellow** on Right of Way Property Map sheet 4/7 and Right of Way Detail sheet 6-7/7.

The legal description for this acquisition is noted as Exhibit "A" encompasses the **Gross and Net** area and is attached to the Contract of Sale and Purchase, Notice of Intent to Acquire and Good Faith Offer, and the Warranty Deed instrument, form RE-202.

### Structures, Improvements and Tenant-Owned Improvements

All improvements will be removed as part of this project.



Items that will have to be moved or destroyed

All site improvements will be removed as a part of this project. Compensation for these improvements is included in the ODOT's offer to you for the property.

Encroachments

There may be encroachments from your property into the State's right of way. Encroachments are privately-owned items that occupy public right of way without permission. Private owners are responsible for removing their encroachment items from the right of way as soon as possible. If left in place, encroachments are subject to removal by ODOT with the cost for that work charged to the owner. (Ohio revised Code, Section 5515 and 5589)

## PLAN LETTER ATTACHMENT

MUS-376-5.09  
010-WD

**Date of offer: 1/13/2024**

To avoid any misunderstanding as to the work to be done, you are being furnished this plan letter attachment and a print of the right of way plan sheets applicable to your parcel and associated construction plan sheets, if applicable. The following explains the type of acquisition and what to look for on the plans provided. Changes to the plan required by engineering revisions or as agreed to in negotiations will be documented in writing by the Department of Transportation or its representatives.

The purpose of this proposed project is to repair embankment (rock cut slope) that improves slope stability and to install a catchment ditch along SR376. The proposed construction start date is anticipated for April 1, 2025 and should be completed by November 1, 2026.

The real property needed for the MUS-376-5.09 project requires the acquisition of your entire property. The agency needs to acquire from your parcels 010-WD. The acquisition is further explained as follows.

### Parcel 010-WD:

Parcel 010-WD is defined as a warranty deed acquisition without limitation of access to be acquired in the name of the State of Ohio Department of Transportation. This identifier is used when it is determined that full fee simple interest in the parcel is necessary to construct and maintain the roadway facility.

As shown on the Summary of Additional Right of Way sheet 5/7, it will encumber a **gross and net take** area of 1.063 or approximately 46,304 square feet. The purchase will convert the easement right of way to warranty deed through the fee simple acquisition. The irregular-shaped parcel is highlighted in **Yellow** on Right of Way Property Map sheet 4/7 and Right of Way Detail sheet 6-7/7.

The legal description for this acquisition is noted as Exhibit "A" encompasses the **Gross and Net** area and is attached to the Contract of Sale and Purchase, Notice of Intent to Acquire and Good Faith Offer, and the Warranty Deed instrument, form RE-202.

### Structures, Improvements and Tenant-Owned Improvements

All improvements will be removed as part of this project.

Items that will have to be moved or destroyed

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**EXHIBIT A**

RX 250 WD

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Rev. 06/09

Ver. Date 05/03/2023

PID 115989

**PARCEL 10-WD  
MUS-376-5.09  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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 State of Ohio, County of Muskingum, Township of Blue Rock in the northeast quarter of Section 20, Township 12, Range 12 of the Congress Lands East of the Scioto River and all of the lot donated for public use on the Plat of Gaysport recorded in deed volume 17, page 432 of the Muskingum County Recorder's Office and deeded, now or previously, to Charlie N. Rodgers in book 2922, page 825 of the Muskingum County Recorder's Office, known as all of Muskingum County Auditor's parcel number 06-42-02-51-000, lying on the left side of the centerline of right of way of State Route 376 as shown on the centerline plat for MUS-376-5.09 and further described as follows:

Commencing for reference at a 5/8-inch iron pin found (bent) at the northeast corner of lot 12, also being the southerly right of way line of North Street (49.5 feet wide) as shown on the Plat of Gaysport recorded in deed volume 17, page 432 of the Muskingum County Recorder's Office;

Thence along the southerly line of North Street, also being State Route 376, South 71 degrees, 02 minutes, 59 seconds East 164.87 feet to a 5/8 inch iron pin found capped "Finley S-7222" in the easterly right of way line of Gaysport Hill Road (66.00 feet wide), also known as County Road 466, at the northwest corner of the lot donated for public use on the Plat of Gaysport as deeded to the aforesaid Charlie N. Rodgers and **the Place of Beginning** of the parcel herein described, being 32.21 feet left of station 1303+02.73;

Thence along the northerly line of the Plat of Gaysport, also being Rodger's northerly line, **South 71 degrees, 02 minutes, 59 seconds East, 132.00 feet** to an iron pin set 22.71 feet left of station 1301+72.67 at a northeast corner of the Plat of Gaysport and also Rodger's land, and the northwest corner of the land deeded to Jennifer N. Bunger and Todd A. Bunger, Sr. in book 2990, page 664 of the Muskingum County Recorder's Office;

**EXHIBIT A**

RX 250 WD

Thence along Bungers' westerly line also being an easterly line of the Plat of Gaysport and the easterly line of Rodger's land, **South 22 degrees, 27 minutes, 51 seconds West**, at 376.18 feet passing through a 5/8 inch iron pin found capped "CLS 7224" at the southwest corner of Bungers' land, also being the northwest corner of the land deeded to the Township of Blue Rock in book 2104, page 843 of the Muskingum County Recorder's Office and a northerly corner of the land deeded to Peter Cherevas in book 2965, page 883 of the Muskingum County Recorder's Office and continuing along a westerly line of Cherevas' land and the easterly line of the Plat of Gaysport and Rodger's land, a total distance of **561.65 feet** to an iron pin set 86.07 feet left of station 1295+62.14 at a northwesterly corner of Cherevas' land and at southeasterly corner of the Plat of Gaysport and the southeasterly corner of Rodger's land;

Thence along a northerly line of Cherevas' land and a southerly line of the Plat of Gaysport and Rodger's land, **North 71 degrees, 02 minutes, 04 seconds West, 33.22 feet** to an iron 5/8-inch iron pin found capped "Finely S-7222" in the easterly right of way line of Gaysport Hill Road, 66.00 feet wide, also known as County Road 466, at the northwesterly corner of Cherevas' land and the southwest corner of Rodger's land, 119.20 feet left of station 1295+64.48;

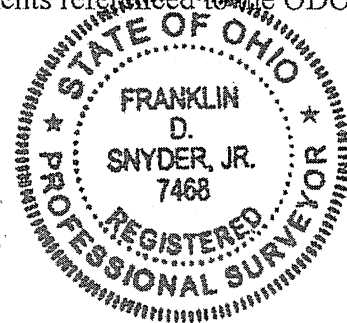
Thence along the easterly right of way line of Gaysport Hill Road, **North 12 degrees, 24 minutes, 02 seconds East, 564.27 feet** to the Place of Beginning and containing **1.063 acres** of land, none of which is contained within the present road occupied by State Route 376 nor Gaysport Hill Road. Intending to describe all of the land deeded to Charlie N. Rodgers in book 2922, page 825 of the Muskingum County Recorder's Office known as Muskingum County Auditor's parcel 06-42-02-51-000, but subject to all legal highways and easements of record.

All iron pins described as set shall be 3/4-inch reinforcing rods, 30 inches long with a 2-1/2 inch aluminum cap stamped "ODOT R/W; S-7468; THOMAS FOK & ASSOC." and shall be set by Thomas Fok & Associates, Inc. upon notification by ODOT District 5.

The basis for bearings is grid north of the State Plane Coordinate System, Ohio South Zone (3402), NAD83(2011) (EPOCH 2010:0000) by GNSS measurements referenced to the ODOT CORS.

This description was prepared based on a survey performed by Thomas Fok & Associates, Inc. beginning in August 2022 under the supervision of Franklin D. Snyder, Jr., PS, S-7468.

*Franklin D. Snyder, Jr. P.S.*  
05/08/2023



DESCRIPTION

APPROVED

By: *Me 5/10/2023*