

Sponsor: Elleeth / Aldrich

ORDINANCE NO. 23-18

AN ORDINANCE OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON, OHIO TO CONVEY TO THE ROSS COUNTY COMMISSIONERS .344 ACRES LOCATED IN JEFFERSON TOWNSHIP, ROSS COUNTY, OHIO BEING PART OF A LARGER TRACT OWNED BY THE CITY OF JACKSON AND DECLARING AN EMERGENCY.

WHEREAS, the Ross County Commissions have presented a Contract for the purchase .344 acres of real property owned by the City of Jackson (described in Exhibits A and B attached hereto), which is ~~part of a 71.063-acre tract owned by the City of Jackson as part of the City's railroad property; and~~

WHEREAS, it has been determined that the property is not needed for a municipal purpose by the City of Jackson and that the conveyance will not be detrimental to the operation of the City railroad; and

WHEREAS, the Ross County Commissioners have delivered to the City an appraisal and has offered the City the sum of \$561.00 for the purchase of the property and that the property will be used as part of a bridge replacement project; and

WHEREAS, R.C. section 721.29 permits the City to sell property to a board of county commissioners without bid or advertisement when approved by two-thirds of the legislative authority of the City; and

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

Section 1. The legislative authority of the City of Jackson hereby authorizes the Mayor to execute the Contract and Warranty deed, attached hereto, and other documents of conveyance as required for the conveyance of property to the Ross County Commissioners.

Section 2. In order to timely complete the transaction at the earliest possible date and to ensure the project requiring the purchase is completed, this Ordinance is hereby declared to be an emergency Ordinance necessary to maintain the public health, safety and welfare. Therefore, this Ordinance shall go into effect upon passage and as provided in Ohio Revised Code Section 731.30.

It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this Ordinance were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, wherein meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 11th day of June, 2018.


President of Council

ATTEST:

Sherry Ban
Clerk of the Legislative Authority

Approved this 11th day of June, 2018.

Randy Heath
Mayor

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL: 5-WD
ROS-CR 213-0.04

This Agreement is by and between the Ross County Commissioners, Ross County, Ohio ["Purchaser"] and the City of Jackson, Ohio, a municipal corporation of the State of Ohio ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of **\$561.00**, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

In addition to the foregoing **\$561.00** being paid for the reasons aforesaid, Purchaser shall pay to Seller the further sum of **\$300.00** to offset any and all of the expenses Seller might incur for a survey of the residual lands of Seller at such future time as when Seller seeks to transfer all or any part of the residual lands of Seller. In accepting such offset of **\$300.00**, Seller does hereby release and forever discharge Purchaser from all debts, claims, demands, actions and causes of action whatsoever, past, present or future which can or may ever be asserted, as a result of Seller obtaining a survey of the residual lands of Seller and/or the effects or consequences thereof.

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 as of the date on which 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 in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of 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, assessments, etc., are discharged shall be paid to Seller and 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 which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient 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 further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

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

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, 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.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that 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 mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be 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 improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option 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 constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and 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 date on which one of the Parties executes this Agreement.

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

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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IN WITNESS WHEREOF, the parties hereto, namely the Ross County Commissioners, Ross County, Ohio and the City of Jackson, Ohio, a municipal corporation of the State of Ohio have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE CITY OF JACKSON, OHIO, A
MUNICIPAL CORPORATION OF
THE STATE OF OHIO

By: RANDY R. HEATH
MAYOR

Date: _____

STATE OF OHIO, COUNTY OF _____ ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Randy R. Heath as Mayor of the City of Jackson, Ohio, a municipal corporation of the State of Ohio.

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: _____

ROSS COUNTY COMMISSIONERS,
ROSS COUNTY, OHIO

Signature

Print Name & Title

Date: _____

STATE OF OHIO, COUNTY OF _____ SS:

BE IT REMEMBERED, that on the _____ day of _____, 2018, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, the _____ and duly authorized representative of the Ross County Commissioners, Ross County, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of Ross County Commissioners, Ross County, Ohio.

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

NOTARY PUBLIC

My Commission expires: _____

EXHIBIT A

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Ver. Date 12/07/2017

PID 92108

**PARCEL 5-WD
ROS-C.R. 213-0.04
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
~~WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS~~
IN THE NAME AND FOR THE USE OF THE
ROSS COUNTY COMMISSIONERS, ROSS COUNTY, OHIO**

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 Township of Jefferson, County of Ross, and State of Ohio, being part of Section 36, Township 8 North, Range 20 West, and being part of a 71.063 acre tract of land conveyed to The City of Jackson, Ohio, a municipal corporation of the State of Ohio, as recorded in Deed Records Volume 500, Page 718, all references being to the Ross County Recorder's Office, Ross County, Ohio, and being more particularly described as follows:

Being a parcel of land lying on the left and right sides of the centerline of right-of-way of County Road 213 (also known as West Junction Road, Ross County) and County Road 46A (also known as Dickey Road, Vinton County), as shown and delineated upon the right-of-way plans designated as ROS-C.R. 213-0.04 prepared for the Ross County Engineer's Office by Carpenter Marty Transportation Inc., as recorded in Plat Book _____, Page _____ (made a part hereof by reference), and being located within the following described points in the boundary thereof;

Beginning, for reference, at a magnetic nail found in the centerline of C.R. 213/C.R. 46A being in the west line of Section 31 and east line of Section 36 and being the Ross-Vinton County line, said nail being at Station 10+00.00 in the centerline of right-of-way of C.R. 213;

Thence along said centerline North 51° 45' 42" West a distance of 257.86 feet to a point in the Grantor's easterly line and being the westerly line of a 123.4032 acre tract conveyed to Hubert J. Hay by Official Record Volume 387, Page 66, said point being at Station 12+57.86 in said

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centerline, said point also being the TRUE POINT OF BEGINNING of the parcel herein described;

Thence along said Grantor's easterly line and westerly line of said 123.4032 acre tract South 05° 42' 11" West a distance of 48.69 feet to a point in the Grantor's southwesterly corner, said point being 41.05 feet left of Station 12+31.68 in said centerline;

Thence along the Grantor's southerly line and northerly line of said 123.4032 acre tract North 71° 01' 51" West a distance of 143.57 feet to an iron pin set, said pin being 64.74 feet left of Station 14+00.00 in said centerline;

Thence crossing the Grantor's tract North 20° 54' 45" West a distance of 46.15 feet to an iron pin set in the existing westerly right-of-way line of C.R. 213, said pin being 25.00 feet left of Station 14+27.67 in said centerline;

Thence crossing said C.R. 213 North 07° 08' 02" East a distance of 50.00 feet to an iron pin set in the existing easterly right-of-way line, said pin being 25.00 feet right of Station 14+27.67 in said centerline;

Thence along said existing easterly right-of-way line with a curve to the right having a radius of 326.56 feet, a central angle of 14° 45' 29", an arc length of 84.11 feet, a chord bearing South 75° 29' 14" East, and a chord distance of 83.88 feet to an iron pin set, said pin being 25.00 feet right of Station 13+50.00 in said centerline;

Thence crossing the Grantor's tract South 81° 46' 51" East a distance of 76.35 feet to an iron pin set in the Grantor's easterly line and being the westerly line of said 123.4032 acre tract, said pin being 50.94 feet right of Station 12+86.05 in said centerline;

Thence along the Grantor's easterly line South 05° 42' 11" West a distance of 59.30 feet to the TRUE POINT OF BEGINNING, containing 0.344 acres, of which the present road occupies 0.194 acres.

The above described 0.344 acre tract is located in Ross County Auditor's Parcel No. 18-0501088.000.

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The bearings found herein are based on Grid North of the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Control for the bearings shown herein were determined by GPS observations and establishing North $51^{\circ} 45' 42''$ West for the centerline of right-of-way of C.R. 213. Bearings are shown to indicate angle only and are for project use only.

Monuments referred to as iron pins set are 5/8" diameter x 30" long iron bars with a plastic cap marked "TWG, P.S. 8487". Right-of-way monuments called for as set herein will be set upon the completion of the acquisition process.

This description is based on a field survey performed for the Ross County Engineer's Office in September of 2017 by Carpenter Marty Transportation Inc. This description was prepared and reviewed on December 7, 2017 by Tony W. Grieshop, Registered Surveyor Number 8487.


Tony W. Grieshop
Professional Surveyor S-8487

12/13/2017
Date



WARRANTY DEED

The City of Jackson, Ohio, a municipal corporation of the State of Ohio, the Grantor, in consideration of the sum of \$561.00, to be paid by the Ross County Commissioners, Ross County, Ohio, the Grantee, does grant, with general warranty covenants, to Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL: 5-WD

ROS-CR 213-0.04

SEE EXHIBIT A ATTACHED

Ross County Current Tax Parcel No. 18-0501088.000

Prior Instrument Reference: Volume 500, Page 718, Ross County Recorder's Office.

Grantor, for itself and its successors and assigns, covenants with the Grantee, its successors and assigns, that it is the owner of the above parcel, in fee simple, and has the right and power to convey the above parcels, and that the above parcels 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 the Grantor will warrant and defend the above parcels against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed for the above-stated purpose, the Grantor has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. ~~However, this right to repurchase will be extinguished if any of the~~

following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF Randy R. Heath, Mayor, pursuant to an ordinance passed by a majority of council on the _____ day of _____, 2018, has hereunto subscribed his name on the _____ day of _____, 2018.

THE CITY OF JACKSON, OHIO,
A MUNICIPAL CORPORATION OF THE
STATE OF OHIO

By: _____
RANDY R. HEATH
MAYOR

STATE OF OHIO, COUNTY OF ROSS SS:

BE IT REMEMBERED, that on the _____ day of _____, 2018, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Randy R. Heath, Mayor of The City of Jackson, Ross County, Ohio, and who acknowledged the foregoing instrument to be the voluntary act and deed of said The City of Jackson, Ohio, a municipal corporation of the State of Ohio.

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

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by the Ross County Commisisoners, Ross County, Ohio.

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Ver. Date 12/07/2017

PID 92108

**PARCEL 5-WD
ROS-C.R. 213-0.04
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
~~WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS~~
IN THE NAME AND FOR THE USE OF THE
ROSS COUNTY COMMISSIONERS, ROSS COUNTY, OHIO**

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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Being a parcel of land lying on the left and right sides of the centerline of right-of-way of County Road 213 (also known as West Junction Road, Ross County) and County Road 46A (also known as Dickey Road, Vinton County), as shown and delineated upon the right-of-way plans designated as ROS-C.R. 213-0.04 prepared for the Ross County Engineer's Office by Carpenter Marty Transportation Inc., as recorded in Plat Book ____, Page ____ (made a part hereof by reference), and being located within the following described points in the boundary thereof;

Beginning, for reference, at a magnetic nail found in the centerline of C.R. 213/C.R. 46A being in the west line of Section 31 and east line of Section 36 and being the Ross-Vinton County line, said nail being at Station 10+00.00 in the centerline of right-of-way of C.R. 213;

Thence along said centerline North 51° 45' 42" West a distance of 257.86 feet to a point in the Grantor's easterly line and being the westerly line of a 123.4032 acre tract conveyed to Hubert J. Hay by Official Record Volume 387, Page 66, said point being at Station 12+57.86 in said

EXHIBIT A

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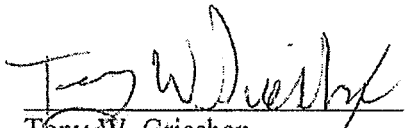
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This description is based on a field survey performed for the Ross County Engineer's Office in September of 2017 by Carpenter Marty Transportation Inc. This description was prepared and reviewed on December 7, 2017 by Tony W. Grieshop, Registered Surveyor Number 8487.


Tony W. Grieshop
Professional Surveyor S-8487

12/13/2017
Date



May 15, 2018

The City of Jackson, Ohio
c/o Mr. Bill Sheward
145 Broadway Street
Jackson, Ohio 45640

Project: ROS-CR 213-0.04 (PID 92108)
Parcel: 5-WD
Property Address: W. Junction Road, Ray, Ohio 45672

Dear Mr. Sheward:

As you are aware, the Ross County Commissioners have plans to make improvements as part of the ROS-CR 213-0.04 project in Ross and Vinton Counties that will affect a portion of property owned by the City of Jackson. The project will improve 0.10 miles of CR 213 by replacement of the deficient bridge over Middle Fork Salt Creek, including minimal roadway approach work and new guardrail. In order to procure the necessary rights of way to permit impending construction activity, our firm has been hired 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 are forwarding an offer package to you that details the proposed improvements and property rights required as part of the project from your property. 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 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 Ross County public records. In the event the City has 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 Ross 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 occurred. 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 Mr. Doug Corcoran (President – Ross County Commissioner) and Mr. Charles Ortman, P.E., P.S. (Ross County 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 the Ross County Commissioners 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.

Value Analysis

The Value Analysis defines the methods 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 the Ross County Commissioners 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 6 of 7 provides for the execution of the contract by grantors. Page 7 of 7 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 Ross County Commissioners 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 are documents describing the real property interest being conveyed to the Ross County Commissioners. 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. Finally, the third part is the legal description of the specific interest(s) to be conveyed. Once signed and notarized, the original 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 that 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.

In addition to the form W-9, we ask that you also complete and return the enclosed Supplier Information Form.

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 Ross 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. 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, Ohio 43017
Email: MattW@WestErieRealty.com
Office: (614) 467-0901 ext. 1
Cell: (614) 561-0146

Sincerely,



Matt Wolfe
As Agent for the Ross County Commissioners

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, the Ross County Commissioners, Ross County, Ohio is required to make a good faith effort to purchase parcel 5-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 the Ross County Commissioners, Ross County, Ohio establishing its fair market value estimate for your property needed for the project.
3. **You do not have to accept this offer** and the Ross County Commissioners, Ross County, Ohio 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 the Ross County Commissioners, Ross County, Ohio.
5. You are to be provided with pertinent parts of the highway plans which are:

**Right of Way Legend Sheet, Summary of Additional Right of Way,
Right of Way Plan, Typical Sections, Plan and Profile and Cross
Sections.**
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 the Ross County Commissioners, Ross County, Ohio decision to acquire your property by writing, within ten business days of receiving this notice, to:

Ross County Commissioners
Attn: Mr. Doug Corcoran, President
2 North Paint Street, Suite H
Chillicothe, Ohio 45601

And to:

Ross County Engineer
Attn: Mr. Charles R. Ortman, P.E., P.S.
755 Fairgrounds Road
P.O. Box 458
Chillicothe, Ohio 45601

The Ross County Commissioners have the discretion to veto this project, and if they do, it will not proceed.

10. If you do not accept this offer, and we cannot come to an agreement on the acquisition of parcel 5-WD, the Ross County Commissioners, Ross County, Ohio have the right to file suit to acquire parcel 5-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 Ross County Commissioners will deposit the value of the property sought to be acquired with the court. At that time, the Ross County Commissioners, Ross County, Ohio 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 the Ross County Commissioners, Ross County, Ohio 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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

THE GOOD FAITH OFFER

The amount offered to you in good faith as just compensation for the acquisition of Parcel 5-WD, of project ROS-CR 213-0.04 is:

Real Property To Be Acquired\$561.00

Damages To Your Property Which Is Not Acquired..... \$0.00

Temporary Construction Easement \$0.00

Total Good Faith Offer \$561.00

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. **No tenant-owned improvements have been identified within the proposed acquisition area(s).**

Your property may be encumbered with a mortgage lien as security for a loan. It is possible that the Ross County Commissioners, Ross County, Ohio 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 the Ross County Commissioners, Ross County, Ohio 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:

West Eric Realty Solutions
485 Metro Place South, Suite 475
Dublin, Ohio 43017

Respectfully,



Matt Wolfe, Realty Specialist
614-467-0901 ext. 1 (office)
MattW@WestEricRealty.com (email)

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

Re: ROS-CR 213-0.04
Parcel Number: 5
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 the Ross County Commissioners, Ross County, Ohio. 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 the Ross County Commissioners, Ross County, Ohio'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.

City of Jackson
William R. Sheward Jr.
(Owner's signature)

05/17/2018
(Date)

WILLIAM R. SHEWARD, JR.
(Print owner's name)

(Owner's signature)

(Date)

(Print owner's name)

EXHIBIT A

Page 1 of 3

Rev. 06/09

LPA RX 851 WD

Ver. Date 12/07/2017

PID 92108

**PARCEL 5-WD
ROS-C.R. 213-0.04
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
~~WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS~~
IN THE NAME AND FOR THE USE OF THE
ROSS COUNTY COMMISSIONERS, ROSS COUNTY, OHIO**

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 Township of Jefferson, County of Ross, and State of Ohio, being part of Section 36, Township 8 North, Range 20 West, and being part of a 71.063 acre tract of land conveyed to The City of Jackson, Ohio, a municipal corporation of the State of Ohio, as recorded in Deed Records Volume 500, Page 718, all references being to the Ross County Recorder's Office, Ross County, Ohio, and being more particularly described as follows:

Being a parcel of land lying on the left and right sides of the centerline of right-of-way of County Road 213 (also known as West Junction Road, Ross County) and County Road 46A (also known as Dickey Road, Vinton County), as shown and delineated upon the right-of-way plans designated as ROS-C.R. 213-0.04 prepared for the Ross County Engineer's Office by Carpenter Marty Transportation Inc., as recorded in Plat Book ____, Page ____ (made a part hereof by reference), and being located within the following described points in the boundary thereof;

Beginning, for reference, at a magnetic nail found in the centerline of C.R. 213/C.R. 46A being in the west line of Section 31 and east line of Section 36 and being the Ross-Vinton County line, said nail being at Station 10+00.00 in the centerline of right-of-way of C.R. 213;

Thence along said centerline North 51° 45' 42" West a distance of 257.86 feet to a point in the Grantor's easterly line and being the westerly line of a 123.4032 acre tract conveyed to Hubert J. Hay by Official Record Volume 387, Page 66, said point being at Station 12+57.86 in said

EXHIBIT A

Page 2 of 3

LPA RX 851 WD

Rev. 06/09

centerline, said point also being the TRUE POINT OF BEGINNING of the parcel herein described;

Thence along said Grantor's easterly line and westerly line of said 123.4032 acre tract South 05° 42' 11" West a distance of 48.69 feet to a point in the Grantor's southwesterly corner, said point being 41.05 feet left of Station 12+31.68 in said centerline;

Thence along the Grantor's southerly line and northerly line of said 123.4032 acre tract North 71° 01' 51" West a distance of 143.57 feet to an iron pin set, said pin being 64.74 feet left of Station 14+00.00 in said centerline;

Thence crossing the Grantor's tract North 20° 54' 45" West a distance of 46.15 feet to an iron pin set in the existing westerly right-of-way line of C.R. 213, said pin being 25.00 feet left of Station 14+27.67 in said centerline;

Thence crossing said C.R. 213 North 07° 08' 02" East a distance of 50.00 feet to an iron pin set in the existing easterly right-of-way line, said pin being 25.00 feet right of Station 14+27.67 in said centerline;

Thence along said existing easterly right-of-way line with a curve to the right having a radius of 326.56 feet, a central angle of 14° 45' 29", an arc length of 84.11 feet, a chord bearing South 75° 29' 14" East, and a chord distance of 83.88 feet to an iron pin set, said pin being 25.00 feet right of Station 13+50.00 in said centerline;

Thence crossing the Grantor's tract South 81° 46' 51" East a distance of 76.35 feet to an iron pin set in the Grantor's easterly line and being the westerly line of said 123.4032 acre tract, said pin being 50.94 feet right of Station 12+86.05 in said centerline;

Thence along the Grantor's easterly line South 05° 42' 11" West a distance of 59.30 feet to the TRUE POINT OF BEGINNING, containing 0.344 acres, of which the present road occupies 0.194 acres.

The above described 0.344 acre tract is located in Ross County Auditor's Parcel No. 18-0501088.000.

EXHIBIT A

LPA RX 851 WD


Page 3 of 3

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The bearings found herein are based on Grid North of the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Control for the bearings shown herein were determined by GPS observations and establishing North $51^{\circ} 45' 42''$ West for the centerline of right-of-way of C.R. 213. Bearings are shown to indicate angle only and are for project use only.

Monuments referred to as iron pins set are $5/8''$ diameter x 30" long iron bars with a plastic cap marked "TWG, P.S. 8487". Right-of-way monuments called for as set herein will be set upon the completion of the acquisition process.

This description is based on a field survey performed for the Ross County Engineer's Office in September of 2017 by Carpenter Marty Transportation Inc. This description was prepared and reviewed on December 7, 2017 by Tony W. Grieshop, Registered Surveyor Number 8487.


Tony W. Grieshop
Professional Surveyor S-8487

12/13/2017
Date



VALUE ANALYSIS (\$10,000 OR LESS)

OWNER'S NAME

The City of Jackson, Ohio

COUNTY ROS

ROUTE CR 213

SECTION 0.04

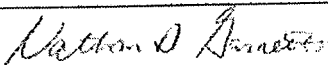
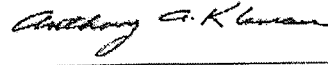

PID# 92108

Based on comparable sales, which are attached, the following compensation has been established.
Temporary taking(s) have been based on a N/A period.

Parcel #	Net Take Area	Land	Improvement	Remarks	Total
5-WD	0.150 acres	@ \$1,500/Acre=\$225	1 Metal post @ \$150 less 10% depr. =\$135 3 Small metal posts @ \$20/Each less 10%=\$55 (rounded)		\$560
			+/- 30 LF Metal cable @\$3/LF less 10% depr.= \$85 (rounded) +/- 75 SF Gravel @ \$0.50/SF=\$40 (rounded) Cost to cure for 1 metal post and metal cable=\$20		
5-WD	0.194 acres	P.R.O. @ \$1.00			\$1.00
				TOTAL =	\$561

Conflict of Interest Certification (49CFR 24.102(n) and OAC 5501:2-5-06(B)(3)(a))

1. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
2. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this compensation recommendation.
3. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property valued, and no personal interest with respect to the parties involved.
4. In recommending the compensation for the property, I have disregarded any decrease or increase in the fair market value of the real property that occurred prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

 SIGNATURE OF PERSON PREPARING ANALYSIS TYPED NAME: Nathan D. Garnett		 REVIEWER'S CONCURRENCE TYPED NAME: Anthony A. Klemm	
DATE: 3/15/2018		DATE: 4/2/2018	
NAME OF AGENCY (IF DIFFERENT FROM ODOT)			
TITLE: Ross County Engineer		 AGENCY SIGNATURE ESTABLISHING FMVE TYPED NAME: Charles R. Ortman, P.E./P.S.	
ADMINISTRATIVE SETTLEMENT:		F.M.V.E. AMOUNT _____ ADDITIONAL AMOUNT _____ TOTAL SETTLEMENT _____	
SIGNATURE _____ TYPED NAME: _____		DATE _____	

(SEE REVERSE SIDE FOR ADDITIONAL DOCUMENTATION)

Describe the 5 year sales history of the subject property:

Grantor	Grantee	Date	Price	Comments
N/A	N/A	N/A	N/A	N/A
Describe the influence on value, if any, of prior sales of the subject property.		N/A		
State any information available from the title report that may affect the valuation of the subject property.		None		

Identify the Larger Parcel:

The subject consists of Ross County tax parcel 18-0501088.000. This tax parcel is owned by The City of Jackson, Ohio and is being used as a railroad corridor. This use essentially constitutes the subject as being "special purpose" in nature. By definition, special purpose properties usually have limited markets and typically have limited conversion potential as well as limited use potential. As a result of the subject being deemed special purpose in nature, the method of valuation used in this analysis will differ from the standard appraisal methods, which consists of the Direct Sales Comparison Approach to value. For these types of properties (narrow, demographically expansive, railroad corridors), the typical method of valuation is "across the fence" valuation. In other words, the appraiser observes "typical uses in the immediate vicinity and applies their established, market derived worth to the subject property." This particular approach ignores benefits and penalties inherent in the corridor (particularly the odd shape) and is an established, well-accepted method for estimating just compensation for partial acquisitions. It is important to keep in mind that the corridor itself is not for sale and that the entire process is theoretical based on alternative uses of special use properties. The R/W plans indicate that the subject property consists of one auditor's parcel that contains 71.063 gross/ 70.533 net acres. This is the parcel that will be affected by the proposed project. For uses of the "across the fence" valuation, the subject property will inherit the value of approximately 80 acres of recreational vacant land in the immediate vicinity of the project and the subject property.

Zoning Code: There is no zoning in Jefferson Township

Code Definition: N/A

Minimum Site Size: N/A

Utilities: Electric and public water available

Highest and Best Use: After considering surrounding uses as well as the legal and physical potential of the subject site and based on the trends in the area, it is the opinion of the appraiser that the highest and best use of the site, "As Vacant", would be for a recreational use when assembled to an adjacent property.

Valuation/Analysis of Sales:

Sale Number:	1	2	3
Location:	Wisecup Hill Rd	E. Chapel Creek Rd	Black Run Rd
Sale Date:	12/8/2017	2/26/2015	6/23/2017
Sale Price:	\$175,000	\$145,000	\$135,000
Area:	156.25 Net Ac	82.817 Ac	76.546 Ac
Unit Value:	\$1,120/Ac	\$1,751/Ac	\$1,764/Ac

Discussion: Land valuation is based on the sales in the above table, which are also attached to this analysis. Although these sales were not the only ones considered, they are considered the most relevant cross section of data for valuation of the subject site. The three land sales have a unit value range of \$1,120 to \$1,764 per acre. All three sales are located in Ross County with Sale 2 being located in the same township as the subject. All sales have similar highest and best uses as compared to the subject. Sales 1 is a larger than the subject. Sales 2 and 3 are similar in site size. Typically, smaller

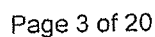
Reconciliation:

Analysis of Site Improvements (support for contributory value):

Post and wire cable \$240 (cost new) less the part acquired \$220=\$20

The Ross County Engineer is in the process of preparing for the improvement of County Road 213 by replacement of the bridge over Middle Fork Sale Creek. Parcel 5-WD is located along the north side and south side of CR 213 and contains 0.344 gross acres, 0.194 acres P.R.O. and 0.150 net acres. Please see sketch for dimensions and location of easement area. In the after situation, the subject property will contain 70.719 gross acres / 70.383 net acres. The proposed acquisition does not appear to adversely affect the subject site.

Other Comments: Per FEMA map #39079C0010K, the subject property is located in Zone X and AE. A majority of the subject property is located in flood Zone AE. We have not been provided with information pertaining to the presence of subsurface minerals. Testing for mineral reserves is beyond the expertise of the person signing the report. It is assumed for the purposes of this estimate that there are no significant mineral reserves present on the property that will materially impact the market value of the fee simple estate of the subject property.



JURISDICTIONAL EXCEPTION

The Value Analysis format, which is prepared under the waiver of appraisal provision in 49 CFR and the Ohio Administrative Code, is not considered to be an appraisal when it is used in accordance with the Policies and Procedures of the Ohio Department of Transportation (ODOT). The Value Analysis format, however, is considered to be a valuation assignment by the Ohio Department of Commerce, the government agency regulating state licensed and certified appraisers in Ohio. Thus, this report was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). USPAP is a nationally recognized minimum standard for appraisals and appraiser behavior. Ohio Law (ORC 4763.13) requires all state licensed or certified appraisers in Ohio to comply with USPAP. The current version of USPAP does not permit a certified appraiser to invoke a Jurisdictional Exception unless the appraiser can cite a law or regulation precluding the appraiser from complying with USPAP. The law permitting the appraiser to invoke a Jurisdictional Exception is:

OAC 5501:2-5-06 (B)(3)(b)(ii)(a):

(3) Appraisal, waiver thereof, and invitation to owner:

- (a) Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in paragraph (B)(3)(b) of this rule, and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property.
- (b) An appraisal is not required if:
 - (i) The owner is donating the property and releases the agency from its obligation to appraise the property; or
 - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
 - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 & 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as amended at the time of the effective date of this rule, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>.

SUBJECT PHOTOGRAPHS
(Pictures taken by Nathan D. Garnett 1/31/18)



View of 5-WD facing east



View of 5-WD facing west

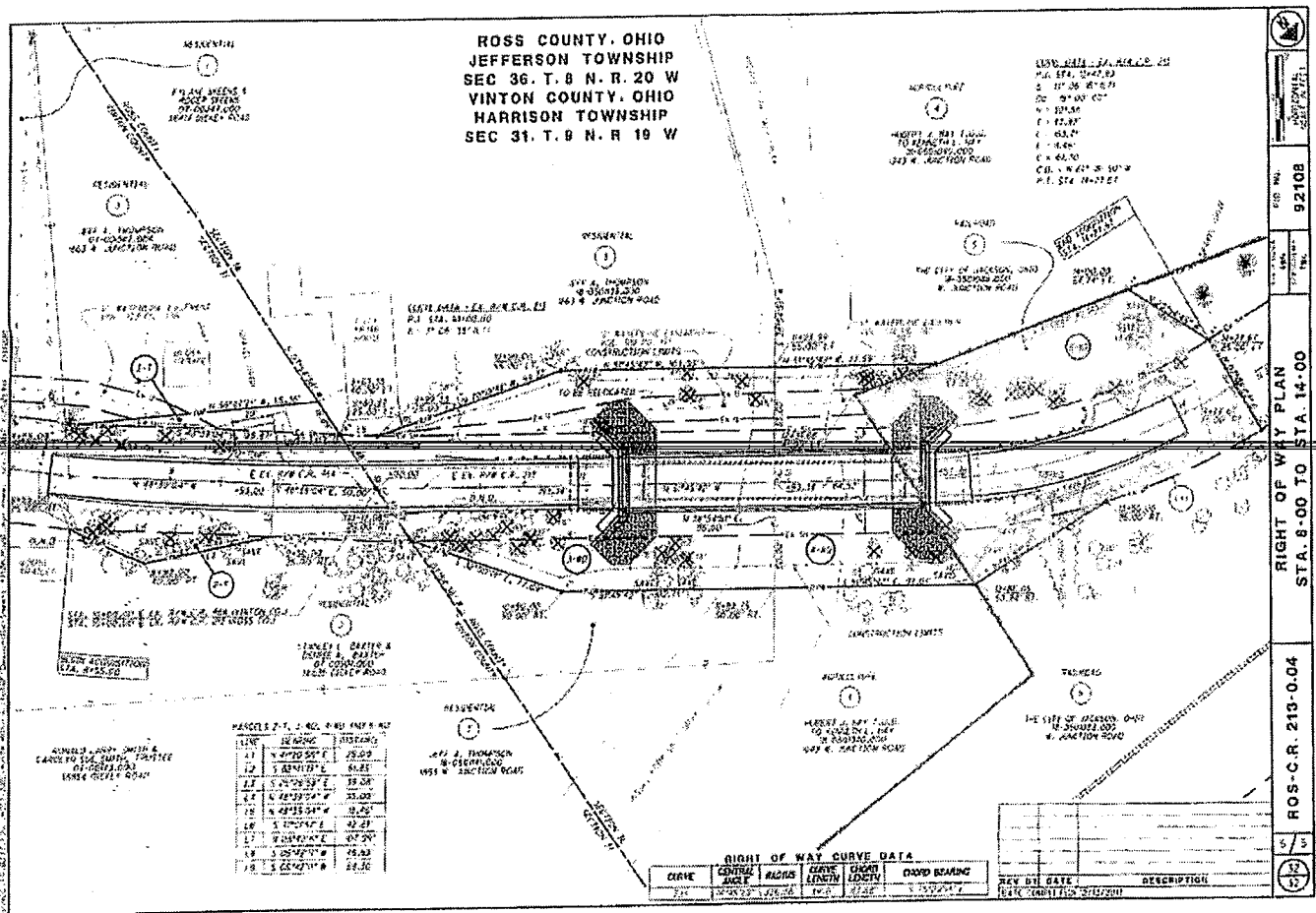


View of 5-WD facing east

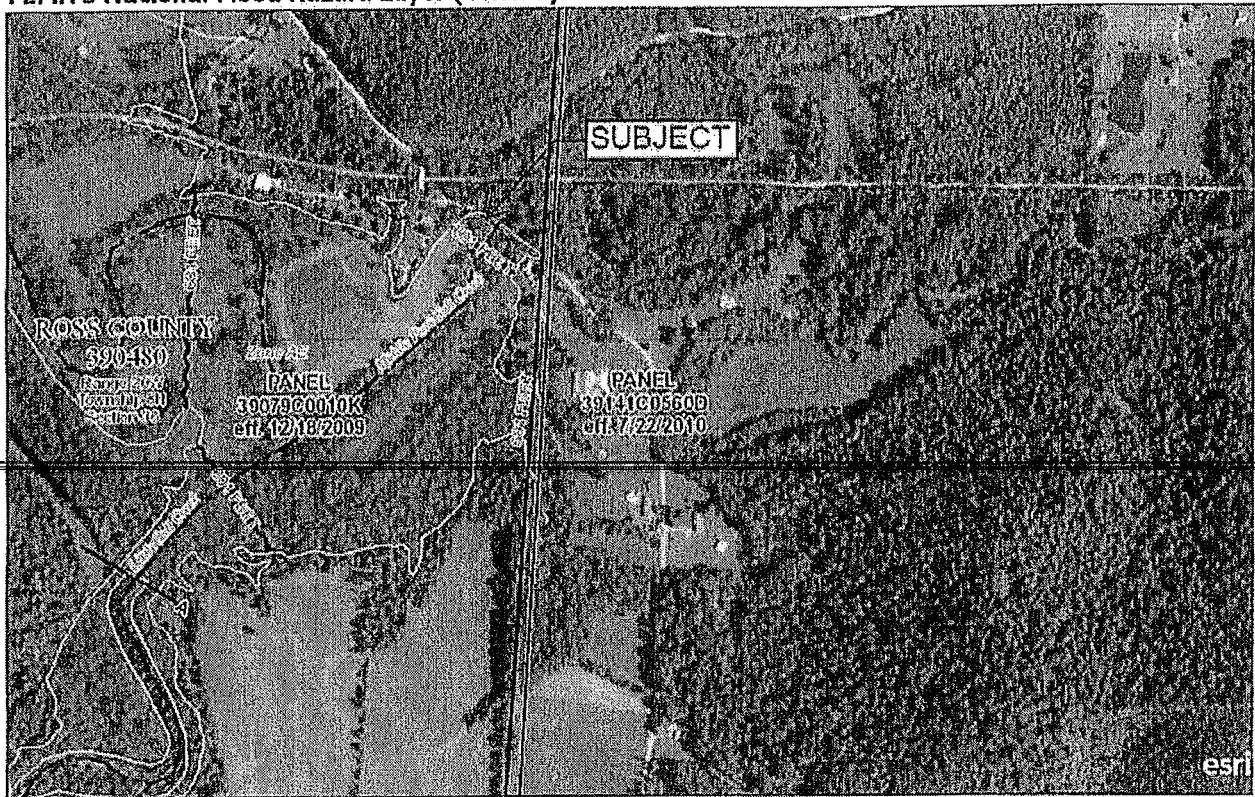


View of 5-WD facing northwest

Take Area Sketch



FEMA's National Flood Hazard Layer (Official)

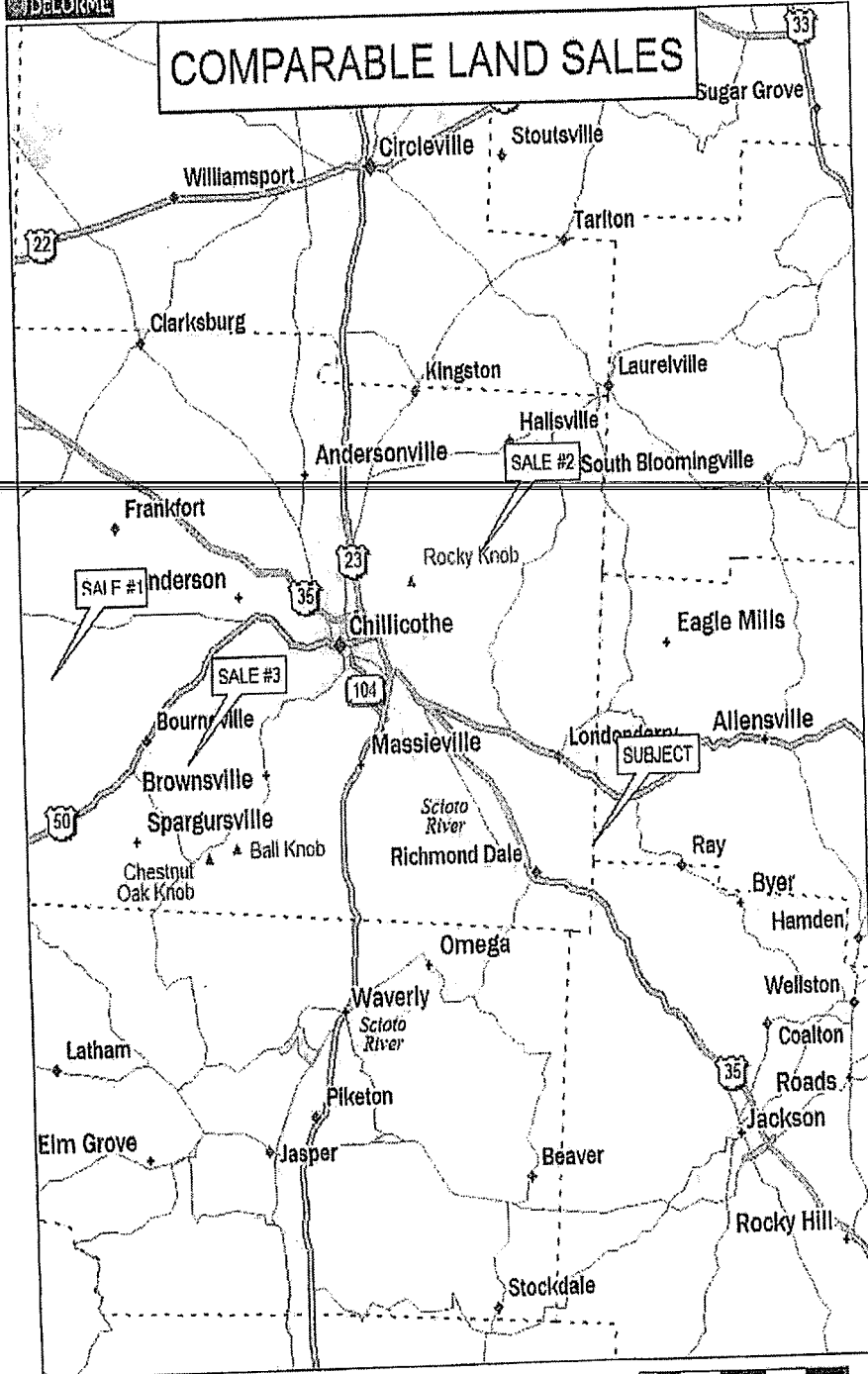


Data from Flood Insurance Rate Maps (FIRMs) where available digitally. New NFHL FIRMette Print app available:
<http://tinyurl.com/j4xwp5e>

1000ft

National Geospatial-Intelligence Agency (NGA); Delta State University; Esri | Print here instead: <http://tinyurl.com/j4xwp5e> Support:
FEMAMapSpecialist@riskmapcds.com | USGS The National Map: Orthoimagery

COMPARABLE LAND SALES

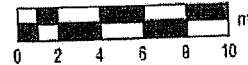


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www.delorme.com

MN (7.2° W)



Data Zoom 6-3

Land Sale No. 1**Property Identification**

Record ID	4059
Property Type	Residential/Recreational
Address	Buckskin Township and Twin Township, Ross County, Ohio
Location	North side of Wisecup Hill Road north of Lower Twin Road
Tax ID	02-1214011.000 (Buckskin Twp) & 35-1303050.000 (Twin Twp)
School District	Greenfield EVSD & Paint Valley LSD
Date Inspected	2/28/2018

Sale Data

Grantor	Jill A. Smith, Trustee & Michael L. Hines, Trustee
Grantee	Peter D. Quance and Julianne McCray
Sale Date	December 08, 2017
Deed Book/Page	515/1610
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Conventional-\$6,000-Mirabeau Terrace Management, Inc
Sale History	Exempt transfer on 10/21/2013 and 10/7/2013
Instrument/Type	Trustees Deed
Verification	Dirck Everhart (Listing Agent); 740-636-0393, March 02, 2018; Confirmed by Nathan Garnett

Sale Price	\$175,000
Cash Equivalent	\$175,000

Land Data

Zoning	None
Topography	Rolling hills/Wooded
Utilities	Electric
Shape	Irregular
Flood Info	Zone X, #39141C0325D, 07/22/2010
Intended Use	Recreational
Highest&Best	Recreational

Land Size Information

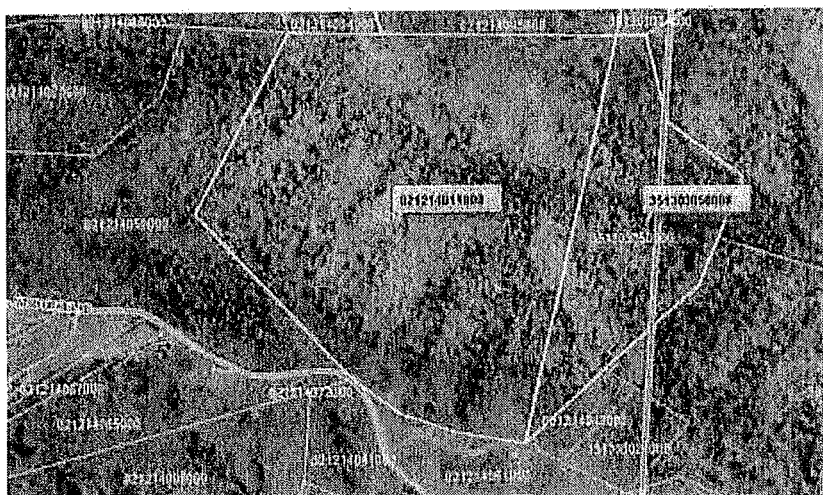
Gross Land Size	156.252 Acres or 6,806,337 SF
Net Land Size	156.252 Acres or 6,806,337 SF , 100.00%

Indicators

Sale Price/Gross Acre	\$1,120
Sale Price/Gross SF	\$0.03
Sale Price/Net Acre	\$1,120
Sale Price/Net SF	\$0.03

Remarks

144.42 acres is located in Buckskin Township and 11.832 acres is located in Twin Township.



Land Sale No. 2

Property Identification

Record ID	4060
Property Type	Residential/Recreational
Address	Harrison Township, Ross County, Ohio
Location	North side of E. Chapel Creek Road east of Dearth Road
Tax ID	160307029000
School District	Southeastern LSD
Date Inspected	02/28/2018

Sale Data

Grantor	James M. & Toni A. Bray
Grantee	Fermin & Agueda Orozco
Sale Date	February 26, 2015
Deed Book/Page	470/261
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash
Sale History	11/7/2014 for \$185,000
Instrument/Type	General Warranty Deed
Verification	Joe Bryan (Listing agent); 937-393-4241, March 02, 2018; Confirmed by Nathan Garnett

Sale Price	\$145,000
Cash Equivalent	\$145,000

Land Data

Zoning	None
Topography	Rolling hills/Part wooded
Utilities	Electric and public water
Shape	Irregular
Flood Info	Zone X, #39141C0225D, 07/22/2010
Intended Use	Recreational
Highest&Best	Recreational

Land Size Information

Gross Land Size	83.031 Acres or 3,616,826 SF
Net Land Size	82.817 Acres or 3,607,509 SF , 99.74%

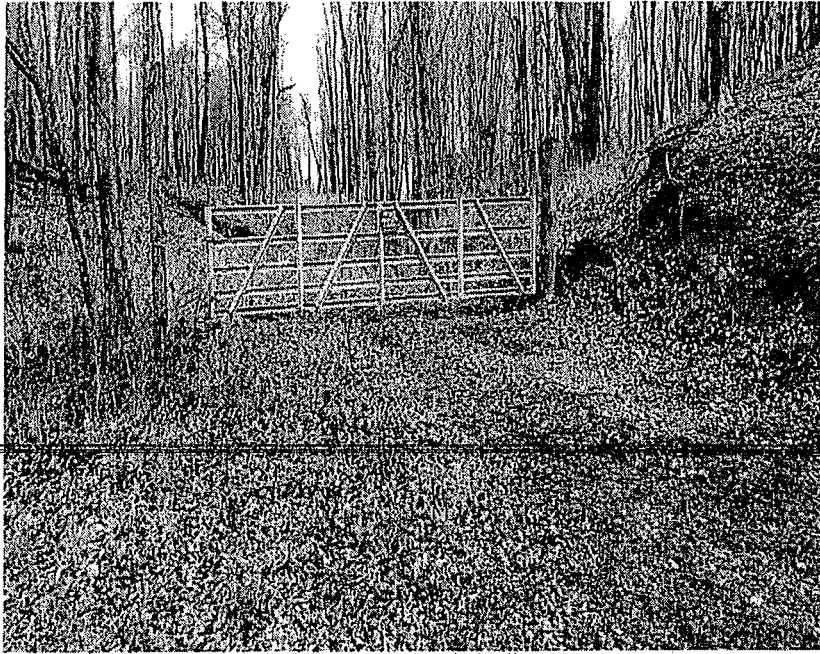
Indicators

Sale Price/Gross Acre	\$1,746
Sale Price/Gross SF	\$0.04
Sale Price/Net Acre	\$1,751
Sale Price/Net SF	\$0.04

Remarks

The net acreage was calculated using the survey. There is a small pond on the property. Prior to the sale, the seller timbered a portion of the site.

Land Sale No. 2 (Cont.)



Land Sale No. 3

Property Identification

Record ID	4058
Property Type	Residential/Recreational
Address	Twin Township & Huntington Township, Ross County, Ohio
Location	West side of Black Run Road just west of Shady Glen Road
Tax ID	17-1407143.000, 35-1314044.000, 35-1314045.000 & 35-1314046.000
School District	Paint Valley LSD & Huntington LSD
Date Inspected	2/28/2018

Sale Data

Grantor	William T. & Victoria F. Sanders
Grantee	Andrew J. & Kristen Bacon and Donald C. & Renee V. Kinnison
Sale Date	June 23, 2017

Deed Book/Page	508/11
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Conventional-Farm Credit Mid-America-\$95,000
Sale History	Exempt transfer on 1/9/2013
Instrument/Type	General Warranty Deed
Verification	Brian Bauer (Listing Agent); 614-829-7070, March 02, 2018; Confirmed by Nathan Garnett

Sale Price	\$135,000
Cash Equivalent	\$135,000

Land Data

Zoning	None
Topography	Level to hillside/Wooded
Utilities	Electric and public water available
Shape	Irregular
Flood Info	Zone X, #39141C0340D & 39141C0320D, 07/22/2010
Intended Use	Recreational
Highest&Best	Recreational

Land Size Information

Gross Land Size	76.801 Acres or 3,345,430 SF
Net Land Size	76.546 Acres or 3,334,322 SF , 99.67%

Indicators

Sale Price/Gross Acre	\$1,758
Sale Price/Gross SF	\$0.04
Sale Price/Net Acre	\$1,764
Sale Price/Net SF	\$0.04

Remarks

There is a creek that traverses the property and there is also a pond on the site. The mineral rights transferred to the buyer.

Land Sale No. 3 (Cont.)

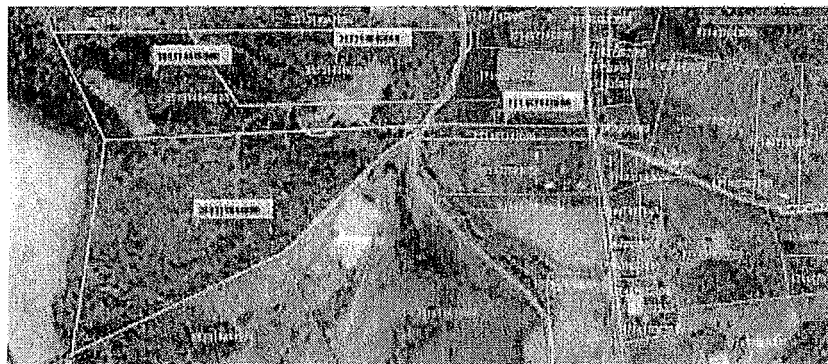
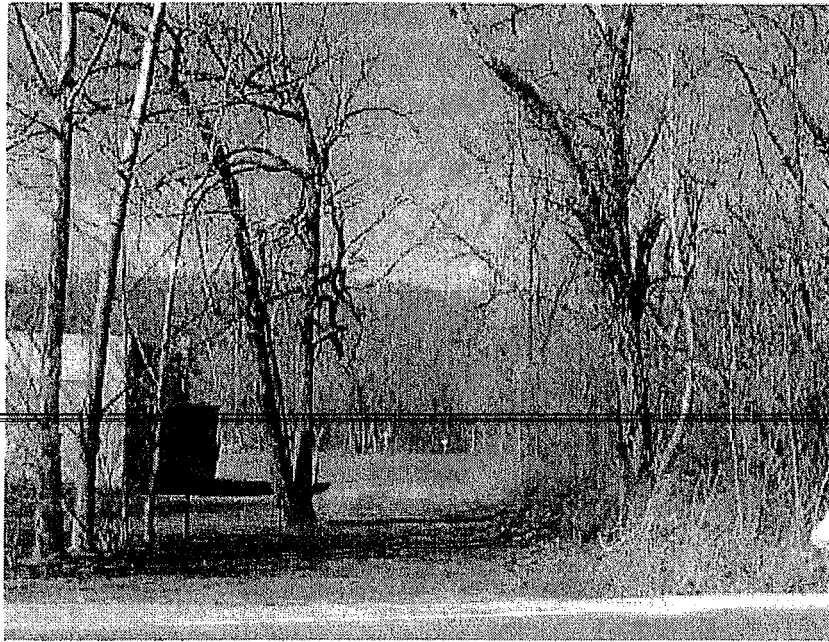


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Ver. Date 12/07/2017

PID 92108

**PARCEL 5-WD
ROS-C.R. 213-0.04
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
ROSS COUNTY COMMISSIONERS, ROSS COUNTY, OHIO**

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 Township of Jefferson, County of Ross, and State of Ohio, being part of Section 36, Township 8 North, Range 20 West, and being part of a 71.063 acre tract of land conveyed to The City of Jackson, Ohio, a municipal corporation of the State of Ohio, as recorded in Deed Records Volume 500, Page 718, all references being to the Ross County Recorder's Office, Ross County, Ohio, and being more particularly described as follows:

Being a parcel of land lying on the left and right sides of the centerline of right-of-way of County Road 213 (also known as West Junction Road, Ross County) and County Road 46A (also known as Dickey Road, Vinton County), as shown and delineated upon the right-of-way plans designated as ROS-C.R. 213-0.04 prepared for the Ross County Engineer's Office by Carpenter Marty Transportation Inc., as recorded in Plat Book ____, Page ____ (made a part hereof by reference), and being located within the following described points in the boundary thereof;

Beginning, for reference, at a magnetic nail found in the centerline of C.R. 213/C.R. 46A being in the west line of Section 31 and east line of Section 36 and being the Ross-Vinton County line, said nail being at Station 10+00.00 in the centerline of right-of-way of C.R. 213;

Thence along said centerline North 51° 45' 42" West a distance of 257.86 feet to a point in the Grantor's easterly line and being the westerly line of a 123.4032 acre tract conveyed to Hubert J. Hay by Official Record Volume 387, Page 66, said point being at Station 12+57.86 in said

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centerline, said point also being the TRUE POINT OF BEGINNING of the parcel herein described;

Thence along said Grantor's easterly line and westerly line of said 123.4032 acre tract South 05° 42' 11" West a distance of 48.69 feet to a point in the Grantor's southwesterly corner, said point being 41.05 feet left of Station 12+31.68 in said centerline;

Thence along the Grantor's southerly line and northerly line of said 123.4032 acre tract North 71° 01' 51" West a distance of 143.57 feet to an iron pin set, said pin being 64.74 feet left of Station 14+00.00 in said centerline;

Thence crossing the Grantor's tract North 20° 54' 45" West a distance of 46.15 feet to an iron pin set in the existing westerly right-of-way line of C.R. 213, said pin being 25.00 feet left of Station 14+27.67 in said centerline;

Thence crossing said C.R. 213 North 07° 08' 02" East a distance of 50.00 feet to an iron pin set in the existing easterly right-of-way line, said pin being 25.00 feet right of Station 14+27.67 in said centerline;

Thence along said existing easterly right-of-way line with a curve to the right having a radius of 326.56 feet, a central angle of 14° 45' 29", an arc length of 84.11 feet, a chord bearing South 75° 29' 14" East, and a chord distance of 83.88 feet to an iron pin set, said pin being 25.00 feet right of Station 13+50.00 in said centerline;

Thence crossing the Grantor's tract South 81° 46' 51" East a distance of 76.35 feet to an iron pin set in the Grantor's easterly line and being the westerly line of said 123.4032 acre tract, said pin being 50.94 feet right of Station 12+86.05 in said centerline;

Thence along the Grantor's easterly line South 05° 42' 11" West a distance of 59.30 feet to the TRUE POINT OF BEGINNING, containing 0.344 acres, of which the present road occupies 0.194 acres.

The above described 0.344 acre tract is located in Ross County Auditor's Parcel No. 18-0501088.000.

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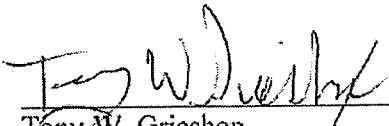
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The bearings found herein are based on Grid North of the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Control for the bearings shown herein were determined by GPS observations and establishing North $51^{\circ} 45' 42''$ West for the centerline of right-of-way of C.R. 213. Bearings are shown to indicate angle only and are for project use only.

Monuments referred to as iron pins set are 5/8" diameter x 30" long iron bars with a plastic cap marked "TWG, P.S. 8487". Right-of-way monuments called for as set herein will be set upon the completion of the acquisition process.

This description is based on a field survey performed for the Ross County Engineer's Office in September of 2017 by Carpenter Marty Transportation Inc. This description was prepared and reviewed on December 7, 2017 by Tony W. Grieshop, Registered Surveyor Number 8487.


Tony W. Grieshop
Professional Surveyor S-8487

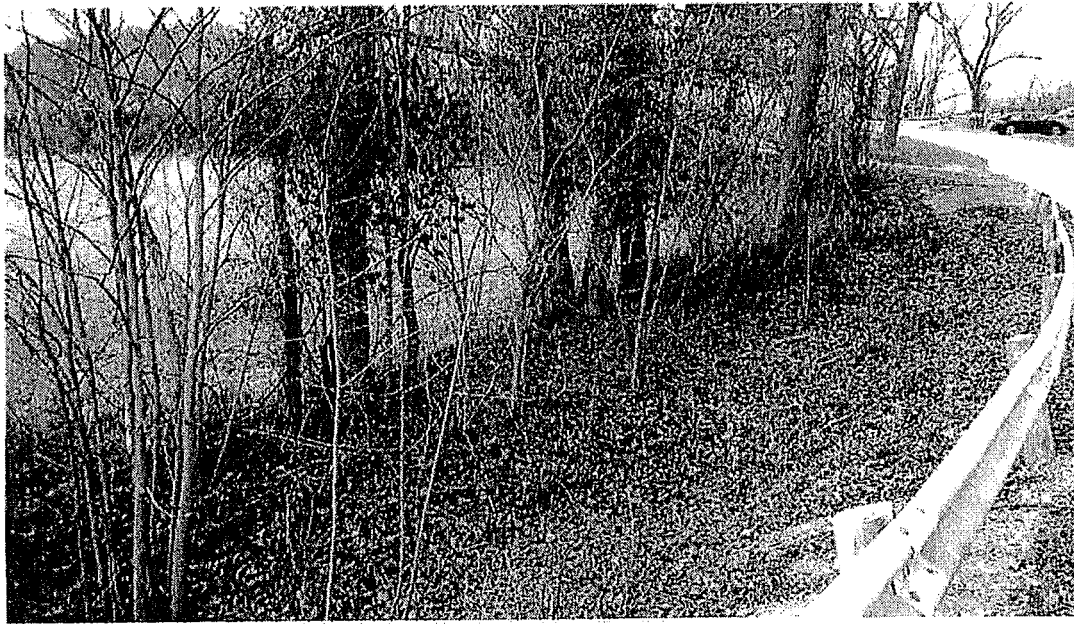
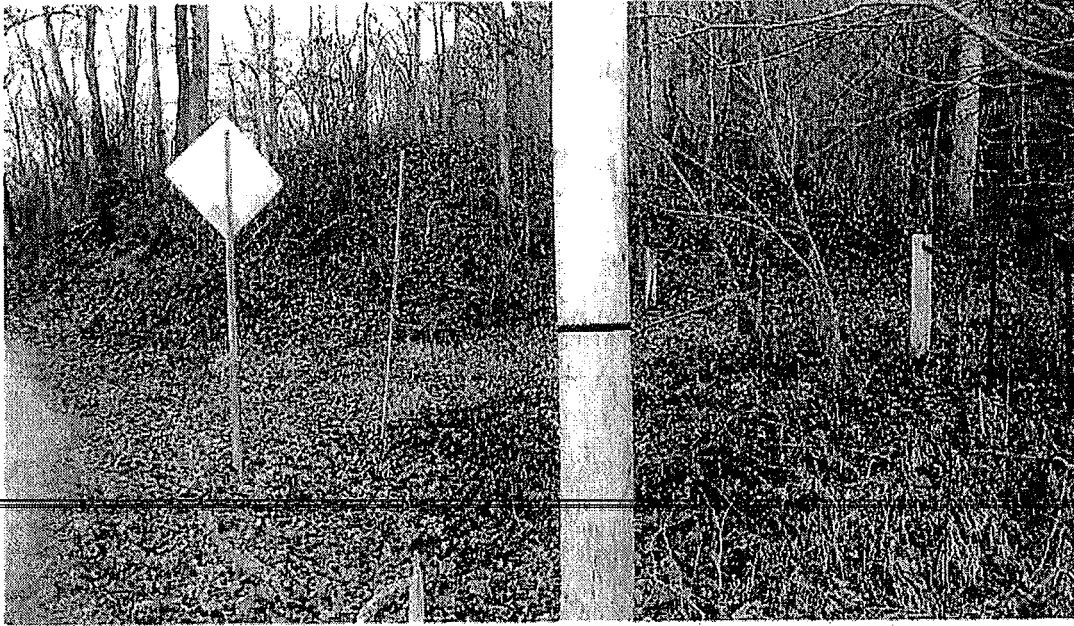
12/13/2017
Date



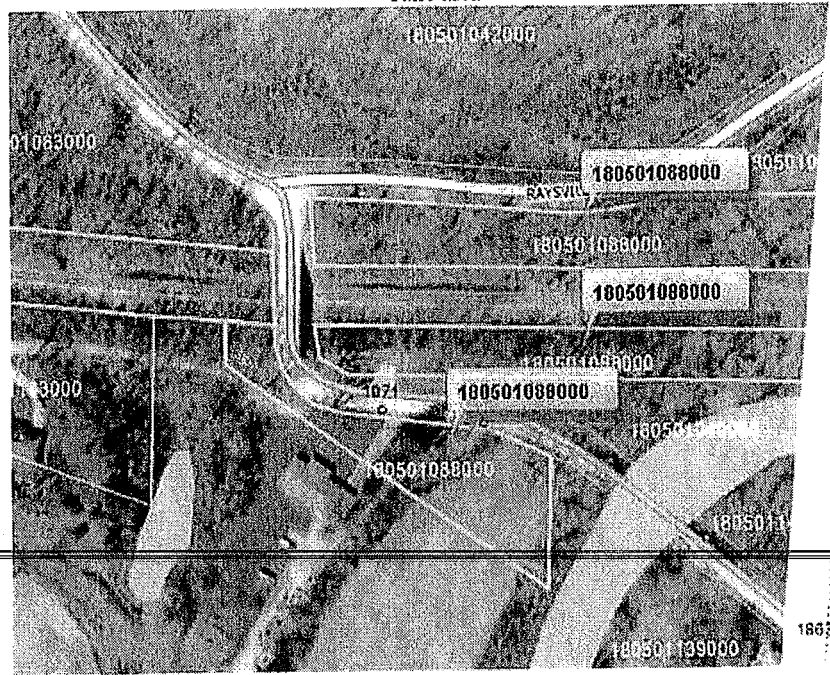
Parcel Impact Notes

This document is meant to be an aid for scoping and is absolutely not to be interpreted as steering or directing an appraiser to an opinion that is not the appraiser's. However, appraisers must comply with applicable appraiser standards, including USPAP as appropriate, and ODOT's policies and procedures regarding appraisals

Project C/R/S	ROS-CR 213-0.04		
PID	92108	Construction Plans	1/22/2018
Parcel	5	R/W Plans	12/13/2017
Owner/Tenants:	The City of Jackson, Ohio		
Take:	5-WD: 0.344 gross acre, 0.194 acre of PRO, 0.150 net acre		
What is in Take?	5-WD: Natural growth vegetation, gravel drive, a post and cable used to prevent access to the site.		
Appraisal Issues / Significant Issues:	In the before situation, the subject parcel is located on both sides of CR 213. In the after situation, the land remains severed by the road as reflected by the right and left residues identified on the summary of additional right of way. As the residue will retain the same highest and best use as in the before condition, no damages are apparent.		
The valuation (appraisal) problem is:		Simplistic	<input checked="" type="checkbox"/> Complex <input type="checkbox"/>
Recommended Appraisal Format:	Value Analysis		
Review Appraiser Signature / Date	<i>Anthony A. Kleman</i>		2/6/2018
Typed Name	Anthony A. Kleman, Review Appraiser		Date
Approved by Signature / Date	<i>Charles R. Ortman</i>		2/8/2018
Typed Name	Charles R. Ortman, P.E., P.S., Ross County Engineer		Date
Appraiser Acknowledgement	I have reviewed the right of way plans and other pertinent parts of the construction plans, have driven by the subject, have reviewed these Parcel Impact Notes and I have independently performed my own appraisal problem analysis. I am in agreement regarding the valuation (appraisal) problem, the determination of the complexity of this problem, and I agree that the recommended format is appropriate for use during the acquisition phase of this project.		
Signature / Date	<i>Nathan D. Garnett</i>		2/6/2018
Typed Name	Nathan D. Garnett, Appraiser		Date



Take area



Entire parcel

