| RE 60-1 | | | **NEGOTIATOR NOTES** | | C/R/S | | | | FAI-037-06.10 |
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| Rev. 01/2010 | | | PARCEL | | | | 001-SH1, SH2, T |
|  | | | PID No. | | | | 110412 |
|  | | |  | | FEDERAL PROJECT No. | | | | E191296/450049 |
|  | | |  | |  | | | |  |
| Marital Status | | | N/A | |  |  | | | |
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| Eichhorn Limited Partnership | | | | | | | | | |
| Name | | | | | | | | | |
| 7640 Lancaster-Newark Road NE | | | | | | | | | |
| Address | | | | | | | | | |
| Baltimore, OH 43105 | | | | | | | | | |
| City/State/Zip | | | | | | | | | |
| 614-864-9254 | | | | | | | | | |
| Phone/Cell | | | | | | | | | |
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| PLEASE NOTE THE FOLLOWING CHECKED ITEMS ARE REQUIRED BY FEDERAL TITLE III COMPLIANCE LAWS AND DEPARTMENTAL POLICY: | | | | | | | | | |
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|  | | | |  | | |  | DATE | |
|  |  | | | | | | |  | |
|  | Title Report Verified On | | | | | | | 3/4/2021 | |
| **X**  **X** |  | | | | | | |  | |
|  | Appraisal Procedure Explained On | | | | | | | 3/4/2021 | |
| **X** |  | | | | | | |  | |
|  | Fair Price Policy Explained On | | | | | | | 3/4/2021 | |
| **X** |  | | | | | | |  | |
|  | Payment In 6 to 8 Weeks Explained On | | | | | | | 3/4/2021 | |
| **X** |  | | | | | | |  | |
|  | Made Offer Verbally On | | | | | | | 3/4/2021 | |
| **X** |  | | | | | | |  | |
|  | Made Offer In Writing On | | | | | | | 3/4/2021 | |
|  |  | | | | | | |  | |
|  | Explained Payment Of Taxes (if applicable) On | | | | | | | Click for date. | |
|  |  | | | | | | |  | |
|  | Structure Retention Offered (if applicable) On | | | | | | | Click for date. | |
| **X** |  | | | | | | |  | |
|  | Appropriation Procedure Explained On | | | | | | | 3/4/2021 | |
| **X** |  | | | | | | |  | |
|  | Plan Letter Delivered/Mailed/Project Explained On | | | | | | | 3/4/2021 | |
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| **DATE** | | **REMARKS** | | | | | | | |

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| **02/24/2021** | I reached Mr. Eichhorn to set an appointment for acquisition meeting. Mr. Eichhorn called me back once he had confirmed his calendar. Appointment set for 3/4/2021 at his residence on Pleasantville Rd, Pleasantville OH. |
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| **3/1/2021** | I received notice Mr. Eichhorn had called in to discuss a future project and his brother’s property. |
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| **3/4/2021** | Allison Durant and I arrived at Philip Eichhorn’s residence on Pleasantville Road. Mr. Eichhorn met us at the door and invited us in. When we got to the kitchen table, I provided Mr. Eichhorn his acquisition package. We sat down and Mr. Eichhorn began to question me about the future project he had called on Friday, 2/26/2021. I knew some of the conversation and topics discussed with respect to this possible future acquisition. I attempted to provide answers to the questions concerning total take of the property and if we were going to purchase prior to the project beginning due to his rental of the commercial property for both a commercial business and a rental residence. He discussed the property is for sale however it has been for sale for five years with no takers due to the project. I explained to him the State is unaware of any situation which would keep the property from being sold to a willing buyer. I explained the tentative decision had been made concerning alignment and to my belief the only property which would be affected totally are on the North side of US33. Mr. Eichhorn laughed and said his lawyer would have to help him make the decision on whether the project would be a total take based on the details of the alignment. I let him know in any event, I would probably be seeing him during that acquisition as well. |
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|  | Mr. Eichhorn went on to tell me, his brother is in bad health and would like to sell the property now if possible. I reiterated those decisions would not be made for months and depended on the final alignment decision. |
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|  | I asked Mr. Eichhorn if we could discuss the current acquisition for the property located at the corner of SR256 and SR 37 and on the western border of his property along SR 37. He told me he was mad at me because when we spoke in 2020 he had stopped leasing the corner to the electric company. I asked him when that happened as there was still material from the electric company on the property and a dumpster. Mr. Eichhorn told me they had left those poles for his use. I noted there was no lease to an outside entity, so there would be no relocation benefits required due to moving expenses of the utility subcontractor’s personal property. |
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|  | We moved on to the NIAGFO and the colored ROW plans so Mr. Eichhorn understood the area necessary for this acquisition. We discussed his rights, which he explained he understood, and his attorney would be reviewing all the documents and telling him what to do. He went on to let me know his attorney always guides him on if the compensation being offered is adequate for the take items. We looked at the Good Faith Offer and I asked him to sign the Acknowledgement which was just verification he had received the offer. Mr. Eichhorn signed and dated the Acknowledgement and gave it to me. |
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|  | I explained the Plan Letter Attachment details, there were no encroachments for him to remove, the project would remove the abandoned concrete pad in the current ROW and there was a tree stump in the SR 256 ROW which would be removed as part of the project as well. |
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|  | We discussed the driveway being installed providing access from SR 37 and currently there is no permitted access to SR 256. Drainage upgrade as part of the project was presented and, at this time, I asked if there was drainage tile running along the northern border of his field and the southern border of the Howards (PCL 017), the Hutchisons (PCL 018) and the elder Hutchisons (PCL 020) draining along SR 37? Mr. Hutchison said there may be drainage tile in this location which was installed by the Watsons. I took this note to make sure the Project Engineer was aware of this drainage tile. |
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|  | At this time, we began discussing the building removal and the removal of the concrete pad. Mr. Eichhorn again told me he had a friend who was going to start selling cars on this corner. I asked if this was the future plan when the building was removed? Mr. Eichhorn told me the friend sets vehicles on the corner now and then as it is such a great corner for public to see the cars. Brief discussion on how fast cars are sold when they sit on this corner. I agreed will be a great location once the dilapidated structure on the corner is removed as part of the project. I added how lucky he was the State had decided to make this one of the top 150 safety projects and one of D5’s top ten to accomplish first. Mr. Eichhorn then asked me if the State had any plans to improve/do something at Pleasantville and SR 37. I let him know the corner is on the District’s radar. He responded by saying good, please remove the brick home on the corner, because I would like to buy the land once the house is removed. |
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|  | Mr. Eichhorn went on to discuss how much land he owns, and his dream is to own all the available land between Pleasantville and 256. I agreed this would be a great situation. |
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|  | Mr. Eichhorn then asked me if once the building was torn down could he have any of the blocks. I told him I am certain the State would allow him to have any of the cement blocks he could remove prior to the construction. I asked Mr. Hutchison if he wanted to make a counter offer requesting the cement blocks and sign the easements today? Mr. Eichhorn went on to explain his handyman was building something at his home and needed these blocks as well as his rental across the street had an issue with the basement and these cement blocks could be used to repair/build supporting wall and he would save the money of buying new. |
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|  | I returned to the question about his request for the cement blocks remaining after the building is knocked down plus the FMVE on the Good Faith Offer? Mr. Eichhorn closed his documents and told me again, my attorney will look these papers over tell me if the offer is good enough to accept. I told him I would check in with him in a week to see if his attorney had cleared him to sign. He smiled and said that would be fine. |
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|  | A pleasant discussion was had about the Hutchison’s return travels from FL. I excused Allison and myself as we had another appointment. We said our good-byes and departed the house and property. |
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| **04/16/2021** | Email received from Atty Kenter rejecting our counter offer and instructing me they would wait for the Appropriation Letter. |
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| **04/22/2021** | Billing package prepared for processing to send with Appropriations Package, forwarding to fiscal for RE 24 processing. |
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