

**APPROPRIATION ATTACHMENT
TO THE NEGOTIATOR'S NOTES**

Project: 110412
Parcel: 001-SH1, SH2, T
Owner: Eichhorn Limited Partnership

State the reason the parcel is being recommended for appropriation:

Counter offer received 3/30/2021 for \$175,000.00 is unsupported nor reasonable. Atty Kenter states he is the representative for Eichhorn in the email and requests settlement documents if counter offer is acceptable.

Per 04/06/21 email from Atty Kenter, the money requested is \$167,500 without support. Atty Kenter asked if ODOT would reimburse Eichhorn Limited Partnership's cost of an appraisal. He stated in order to support their offer, ODOT would need to pay for an appraisal if take abandoned or modified because there is no mechanism for recovery of the expenditure. Atty Kenter challenging FMVE based on change to H&BU, Damages, and Structure Value. Without supporting appraisal for amount of counter offer, there is no avenue to move forward with negotiations.

My last attempt on 6/8/2021 was received and rejected. Atty Kenter stated once the case was filed, they would then contract an appraisal and provide us the calculations bringing their counter offer to \$167,500.00.

State the name, address and telephone number of the owner's attorney, if applicable:

Aaron Kenter
Goldman Braunstein Stahler Kenter LLP
500 S. Front Street
Suite 1200
Columbus, OH 43215

614-229-4566

Date the county engineer received the construction plans from the District:

7/15/2021

Date the initial "Notice of Intent to Acquire and Good Faith Offer was made to the owner:

3/4/2021

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State if the “Notice of Intent to Acquire and Good Faith Offer” was provided to the owner by certified mail or was delivered personally:

Delivered personally

Date and Amount of the last revised offer was made to the owner:

3/4/2021 \$19,440.00

State if the owner sent a letter to the Governor and Director objecting to the value of this acquisition (include date letter was sent):

No letter was sent to the Governor or Director.

State if the parcel is a relocation parcel, describe the type of relocation (residential business, tenant, et cetera) and describe the status of the relocation:

There is no relocation benefits necessary for this parcel.

State if the relocation parcel is eligible the reimbursement for good will and/or economic loss:

No. Electric company was leaving the old replaced poles on the NE side of the property outside of the “T” take area and will not be disturbed during building removal. At last inspection 7/28/2021, the pole count is dwindling from the 32 counted in June 2021 to under 20. The plans note these poles as “DND.”

State if the county auditor has placed the property in the “CAUV” program:

Yes, all 113.5 acres are in the CAUV program even though approximately 5 acres are not “farmed”, a dilapidated building, concrete pad, stone filled frontage area, over growth also fills this area.

State if property is used for agricultural purposes as defined in Sections 303.01 or 519.01 of the Ohio Revised Code:

As of 4/7/2021, there is no evidence of agricultural use. However, there is a ten year lease with Dually Farms, LLC for \$23,550 annually for 157 acres which subject parcel of 113.854 acres is Tract 2 in the recorded lease documents. It appears to have been farmed in 2020 and 2019 over some portions of the acquisition area.

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State if there is a structure in the take area:

Yes

State if the property being acquired is subject to the Garage Law (ORC 163.05 (G)):

No

Summarize any information which you feel would be of advantage in reaching a settlement:

Documentation from Eichhorn Limited Partnership supporting the counter offer of \$167,500.00, change of highest and best use, identification of damages. Coupled with the State's appraisal and current market in this area, there are no available comparable properties to support the amount of compensation requested in the counter offer.

The property owner purchased the land after the former owners combined all the parcels into one large parcel. At the time of the sale to Eichhorn Limited Partnership, the front 2.0 acres zoning B3 (Intensive and Motorist Services Business Commercial) but was requested to be rezoned to Agricultural. Eichhorn Limited Partnership requested the entire property be entered into the CAUV program, and currently has a 10 yr lease from a farming entity. Clearly the Highest and Best Use is Agricultural. Current zoning in Walnut Township reflects Agricultural and in talks with a Township Trustee no future changes are anticipated with current residents.

Mr. Eichhorn stated Kroger was interested, however, the PCL 002 owner stated Kroger was not interested in either PCL 001 or PCL 002 properties due to the amount of flooding (pooling) and serious drainage issues. Costs to mitigate this situation are prohibitive per PCL 002 owner. Utilities are another hurdle.

At the corner, where the dilapidated structure stands, The Village of Thurston removed all utilities from the property as did South Central Power due to the dilapidated state of the building back in 2016. Per a Village discussion, Mr. Eichhorn was told by his insurance company to remove the roof, windows and doors due to liability from transients who had been using the structure for illicit activities. The Village gave him a figure to re-hook up the water and to join the sewer system in an amount Mr. Eichhorn was not willing to pay.

Through research in D5 permit records, the property where the dilapidated structure is erected at the SE corner of SR 37 and SR 256 intersection has no permitted access for egress and ingress. To be a good neighbor, D5 designed a field drive onto the SH part of the property fronting on SR 37.

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Although the property is not encumbered by any limitations of access, the physical access to this entire 113.854 acre parcel is at the address of the property 7640 Lancaster-Newark Road NE, Lancaster, OH.

KLH	08/09/2021
_____ Signature of negotiator:	_____ Date
Kimber L. Heim	
_____ Typed name of negotiator:	

Comments from the District Real Estate Administrator:

ODOT tried to settle with a counteroffer of \$25,000 (following the initial demand of \$175,000). Owner rejected that a revised their demand to \$167,500. ODOT did not approve any additional higher incremental counteroffers as property owner would not provide any support, appraisal or otherwise. REA believes that the Attorney is likely to request attorney fees if approved (CAUV). The roofless structure will be removed as part of the project. CO Real Estate Relocation Section has reviewed this parcel with District 5 to confirm that no relocation is needed for the take. Because the demand and offer are very far apart; District does not have feedback on the expected amount that could settle the parcel.

	08/10/2021
_____ Signature of District Real Estate Administrator	_____ Date: