| RE 60-1 | | | **NEGOTIATOR NOTES** | | | C/R/S | | | | FAI-37-06.10 |
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| Rev. 01/2010 | | | PARCEL | | | | 020-SH, T |
|  | | | PID No. | | | | 110412 |
|  | | |  | | | FEDERAL PROJECT No. | | | | E191296 |
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| Marital Status | | | Married | | |  |  | | | |
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| Jeffry D. and Peggy J Hutchison | | | | | | | | | | |
| Name | | | | | | | | | | |
| 1175 Baltimore-Somerset Rd NE | | | | | | | | | | |
| Address | | | | | | | | | | |
| Baltimore, OH 43105 | | | | | | | | | | |
| City/State/Zip | | | | | | | | | | |
| 740-503-0957 | | | | | | | | | | |
| 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 | | | | | | | | 1/21/2021 | |
|  |  | | | | | | | |  | |
|  | Appraisal Procedure Explained On | | | | | | | | 2/4/2021 | |
|  |  | | | | | | | |  | |
|  | Fair Price Policy Explained On | | | | | | | | 1/21/2021 | |
|  |  | | | | | | | |  | |
|  | Payment In 6 to 8 Weeks Explained On | | | | | | | | 1/28/2021 | |
|  |  | | | | | | | |  | |
|  | Made Offer Verbally On | | | | | | | | 1/21/2021 | |
|  |  | | | | | | | |  | |
|  | Made Offer In Writing On | | | | | | | | 1/21/2021 | |
|  |  | | | | | | | |  | |
|  | Explained Payment Of Taxes (if applicable) On | | | | | | | | Click for date. | |
|  |  | | | | | | | |  | |
|  | Structure Retention Offered (if applicable) On | | | | | | | | Click for date. | |
|  |  | | | | | | | |  | |
|  | Appropriation Procedure Explained On | | | | | | | | 1/21/2021 | |
|  |  | | | | | | | |  | |
|  | Plan Letter Delivered/Mailed/Project Explained On | | | | | | | | 1/21/2021 | |
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| **DATE** | | **REMARKS** | | | | | | | | |

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| **01/21/2021** |  |
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| **01/28/2021** |  |
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|  | Mr. Hutchison was angry about the offer of guardrail when he was told at our first meeting guardrail would not be installed due to safety. At this time, he reiterated his counter offer of $200,000 for building on to their home and moving their living area to the rear of their home or buy the house for what it is worth.” |
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| **02/04/2021** | Met with the Hutchisons at their home to clarify the counter offer of $200,000. Mr. Hutchison provided his understanding of the negotiation package documents and ROW plans contained in the package. He requested I explain to him the appraisal language which mentions their property situation once ODOT acquires their property. |
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|  | Mr. Hutchison informed me he had looked into the cost of home owner’s insurance once the protection from the trees was removed and their house would be 6 feet from the easement. His understanding is insurance will have to reviewed and underwriters will make the decision. Mr. Hutchison does not believe he will be able to insure his property from damage. |
|  | Mr. Hutchison then asked Mrs. Hutchison to tell me what she had looked in to, and that was selling their house, the worth of their house before the “road comes up to our house”. She informed me the house was worth $280,000 without the land. They would like to be paid $280,000 because they know they have to move and fear the value for sale will be $0. I asked her if they were increasing their counter demand, Mrs. Hutchison said, “yes, we would like to be paid what our house is worth because we are being forced to move.” |
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|  | Mr. Hutchison then informed me he wants the house to be paid for and “bulldozed” because if it is not, the money it would cost them to do it and the inconvenience is not something they want to be responsible. If they do not remove it off the premises they have to carry insurance on it as vacant and were told by their agent this insurance will cost them $400 a month and only protects the structure from fire, wind or hail. He had done calculations and gave me a number of $4800 x 5 yrs = $24000 and they would not be protected from liability, that would be a separate cost. |
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|  | Mr. Hutchison returned to his initial complaint from our first meeting, this project is causing us great inconvenience and basically being stuck with a property they can not live in because of fear of vehicle traffic. He reiterated he and his wife had to make some decisions and feel the State needs to buy their house, level it and allow them to live the rest of their days in a safe environment. |
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|  | He went on to question whether the State was willing to buy the entire property for the per acre on the appraisal which is $60000/ac X 6.63 acres or $397,800. I asked him if he wanted the State to purchase the entire property, he laughed and said well if you do not want to pay us the $280,000 for our house then wouldn’t you have to buy the entire property at what this appraiser said the land was worth? I told him these counter offers would be taken back to my leadership for consideration. |
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|  | Mr. Hutchison then told me he had measured from centerline with his 50’ tape and actually the 55 feet location which is required to take his three pine trees is in his bedroom if he walks straight from the 55’ mark. The third pine tree is a straight line to the porch and he asked me why the line decrease like that on his property but not other people’s property. I informed him the design team was looking at the current plans to see if there are options. |
|  | Mr. Hutchison was happy to hear the plans were being reviewed. I told him I would return to speak with them if anything needed revised and another offer provided to them. |
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|  | Throughout the meeting we reviewed the NIAGFO again, the Plan Letter in detail with the plans, discussed the gas line and the gas company requirement prohibiting the extension of the gas delivery to their house to the new area if built. The location of the gas line exposed on the east side of the structure has been discussed repeatedly as their fear is someone will leave the roadway again and this time will slam into their home at the gas line because the tree is removed. |
|  | We discussed the easements on the title report and the appraisal details in more depth. Mr. Hutchison had written notes on the items he wanted additional discussion on and we went through them until he understood. I took notes on each discussion point. The main point he wanted clarified was the non-conforming language and the meaning to him as a property owner. |
|  | As we concluded the meeting, I asked for Mr and Mrs Hutchison to confirm their counter offer. Mr. Hutchison repeated they feel it would be fair for the State to pay them $280,000 what they were told their home was worth, the State to “knock down” their house and the Hutchison’s retain ownership of the land to the rear of the house and garage which would be knocked down. |
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| **2/5/2021** | Emailed Walnut Township Trustees to get an educated confirmation of the ability to sell the property, or continue to live there at 6 or 11 feet distance from roadway. |
| **2/6/2021** | Received email from Walnut Township Trustees concerning the setback and Hutchison’s residence. |
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