

RE 60-1
Rev. 01/2010

NEGOTIATOR NOTES

C/R/S FAI-037-06.10
PARCEL 001-SH1, SH2, T
PID No. 110412
FEDERAL PROJECT No. E191296/450049

Marital Status N/A

Eichhorn Limited Partnership

Name

7640 Lancaster-Newark Road NE

Address

Baltimore, OH 43105

City/State/Zip

614-864-9254

Phone/Cell

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

	<u>DATE</u>
<input checked="" type="checkbox"/> Title Report Verified On	<u>3/4/2021</u>
<input checked="" type="checkbox"/> Appraisal Procedure Explained On	<u>3/4/2021</u>
<input checked="" type="checkbox"/> Fair Price Policy Explained On	<u>3/4/2021</u>
<input checked="" type="checkbox"/> Payment In 6 to 8 Weeks Explained On	<u>3/4/2021</u>
<input checked="" type="checkbox"/> Made Offer Verbally On	<u>3/4/2021</u>
<input checked="" type="checkbox"/> Made Offer In Writing On	<u>3/4/2021</u>
<input type="checkbox"/> Explained Payment Of Taxes (if applicable) On	<u>Click for date.</u>
<input type="checkbox"/> Structure Retention Offered (if applicable) On	<u>Click for date.</u>
<input checked="" type="checkbox"/> Appropriation Procedure Explained On	<u>3/4/2021</u>
<input checked="" type="checkbox"/> Plan Letter Delivered/Mailed/Project Explained On	<u>3/4/2021</u>

NEGOTIATOR NOTES

<u>DATE</u>	<u>REMARKS</u>
<u>02/24/2021</u>	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.
<u>3/1/2021</u>	I received notice Mr. Eichhorn had called in to discuss a future project and his brother's property.
<u>3/4/2021</u>	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, PID 77555, FY 23 project, he had called D5 on Friday, 2/26/2021. Mr. Eichhorn spoke with John R. Wooldridge at length about this future project and the land he his selling for his brother. 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.
	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.
	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 recorded. I explained the debris would have to be moved prior to the project. I explained relocation of this debris would be handled as part of the project. ODOT would need to contact the company "leasing" the ability to store materials at this location. Mr. Eichhorn reiterated any debris left would be his and would be removed throughout the year for use at his other rental properties.
	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.

	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.
	We discussed the driveway being installed providing access from SR 37 as a field drive 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.
	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.
	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.
	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.
	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.
	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.
<u>3/16/2021</u>	I placed a call to Mr. Eichhorn to check to see if his attorney had completed review of the acquisition package. He said he had not heard from him. He then told me I could contact his attorney directly. He could not remember his name but did tell me he was at Goldman Braunstein. I asked him if he had the number. He told me no so I asked if he minded if I tried to reach him? Mr. Eichhorn said that would be fine.

	I located the phone number for Goldman and Braunstein. I called the offices and left a message at the main number as I did not know the exact name of Mr. Eichhorn's attorney.
<u>3/18/2021</u>	I received a call from Goldman and Braunstein staff. At this time, I explained who I was and what I needed. This staff member was able to locate which attorney was handling affairs for Mr. Eichhorn, Attorney Kenter. She explained Atty Kenter was out of the office handling another client. The staff member transferred me to Atty Kenter's voicemail.
	I left a voicemail for Atty Kenter and provided him my email address if contact via email would be more convenient.
<u>3/30/2021</u>	I received an email from Atty Kenter with a counter offer of \$175,000.00 after reviewing the State's appraisal. I returned the email thanking Atty Kenter for contacting me and requested supporting documentation or an appraisal which would detail the counter offer of \$175,000.00.
	Atty Kenter replied to my inquiry for the supporting documents with the explanation the amount was based on correct HBU, damages and value of the structure.
<u>4/1/2021</u>	After discussing the counter offer with leadership and going over possible support for increased per acre based on some smaller rural residential property sold in the past three years in Fairfield County. Not an exact comparable due to no transfers have been recorded in Fairfield County of the size of 113 acres. Leadership approved an offer of \$25000.00 as a good faith negotiation.
	I sent a rejection of the \$175,000 counter offer and the State's response offering \$25,000 based on additional research and allowing value per acre of a smaller parcel 82 acres.
<u>4/2/2021</u>	Atty Kenter replied to my counter offer with a slightly lower counter offer of \$167,500. I replied to this email requesting the supporting appraisal or documentation to explain an increase of \$150,000 over FMVE.
<u>4/5/2021</u>	I emailed Atty Kenter reiterating the State's counter offer of \$25000.00 and again, requesting an appraisal or supporting documents.
<u>4/6/2021</u>	Atty Kenter replied to my request for supporting documentation explaining his client cannot obtain an appraisal because if ODOT modifies or abandons this project there is no mechanism to recover the appraisal fees. Atty Kenter asked if ODOT would reimburse his client for the appraisal fees in the event the project is abandoned or modified. If so, his client would be willing to obtain an appraisal. He stated if ODOT was not willing to pay for the appraisal, he would wait for the petition to be filed.
<u>4/15/2021</u>	After discussing with multiple sources, leadership and CO, and confirming there was not a mechanism to offer any additional counter offer or compensating the property owner for an appraisal to support the exorbitant counter offer, I sent the email explaining the State rejects the request to pay for the Eichhorn Limited Partnership appraisal.
<u>04/16/2021</u>	Atty Kenter replied thanking me for my email.
<u>04/22/2021</u>	Billing package prepared for processing to send with Appropriations Package, forwarding to fiscal for RE 24 processing. Appropriation Letter submitted for signature.
<u>07/15/2021</u>	Field visit indicates the debris has been moved out of the temporary acquisition location and the dumpster has been removed. Building remains empty with no

	roof and only a few windows and doors. NO utility service at this location of any kind.
<u>7/16/2021</u>	Telephoned SCP and AEP and their contractor to make sure there was no lease between them and Eichhorn Limited Partnership or Philip Eichhorn.
<u>8/10/2021</u>	Field visit indicates building remains unoccupied, there are no vehicles being sold on the property and no debris (electric poles or dumpster). Building is still abandoned with no vehicle sales in the parking lot or evidence of any activity but outdoor property maintenance.
<u>09/14/2021</u>	Field visit to another parcel and property is still abandoned with no activity indicated. No utility activity or service indicated.
	