| 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 | |
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|  | 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 | |
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|  | Explained Payment Of Taxes (if applicable) On | | | | | | | | Click for date. | |
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|  | Structure Retention Offered (if applicable) On | | | | | | | | Click for date. | |
|  |  | | | | | | | |  | |
|  | Appropriation Procedure Explained On | | | | | | | | 1/21/2021 | |
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|  | Plan Letter Delivered/Mailed/Project Explained On | | | | | | | | 1/21/2021 | |
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| **DATE** | | **REMARKS** | | | | | | | | |

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| **01/21/2021** | Met with Jeffry and Peggy Hutchison with Allison Durant at their home. Presented the NIAGFO, Acknowledgement signed. Discussed the Plan Letter with the plans. At this point, Mr. Hutchison stated he had been considering the options if the trees were removed from the front of their house which protected them from the roadway traffic. I continued presenting the materials and when the Appraisal was presented for their review, Mr. Hutchison informed me this appraisal could not have taken in to consideration their house’s proximity to SR 256 and being safe for them to enjoy their property with no concern or worry about their safety or their grandchildren’s safety. Mr. Hutchison asked me why guardrail was not on the plans? I explained guardrail would be an obstruction and this was a safety project to remove all obstructions from the roadway. |
|  | Mr. Hutchison wanted to discuss the cost to them if they were to move their living area from the front where they were certain the next accident would be into the front of the house. He is very confused about who this is a safety project to protect. He said the amount of money was not acceptable and way below the cost for them to move their living space to the rear of the house. |
|  | Mr. and Mrs. Hutchison were both very emotional during this meeting. I asked them if they had a counter offer. I explained the NIAGFO rights again to them and they did not have to accept our offer. The State will consider a counter offer if they had a number to present? Mr. Hutchison said $200,000 is our counter offer. |
|  | Mr. Hutchison went on to question why there was no guardrail going to be erected as protection for the entire south side of SR 256 from SR 37 intersection. Mr. Hutchison raised concern about the gas hook up to the house would be exposed to cars leaving SR 256 and their house could blow up if the gas hook-up was crashed into by a vehicle. Really the trees they had planted 35 yrs ago were planted because at that time they thought the road could present potential problems. He explained the type of tree of “fast-growing” to maturity and is why they planted the trees when their children were young. |
|  | A long discussion took place concerning the plans and how both Mr. and Mrs. Hutchison decided the house set up would have to changed in order to continue to reside at this location, a fence would need re-erected to at least give them a warning a vehicle of some sort was crashing into their yard. At this time, I informed them I would take their counter offer back to my leadership team as required. I let them know I would be back in touch with them as soon as possible. Allison Durant and I left the residence. |
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| **01/28/2021** | As promised, Allison Durant and I met with the Hutchison’s at their residence to present the reply to their counter offer. An offer of guardrail across the entire front of their property. |
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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.” |
|  | My understanding of Mr. Hutchison’s comment was the guardrail was rejected, they were going to have to move because with each day, the worry was growing for both Mr. and Mrs. Hutchison they were going to be living just waiting for another fatal accident to happen and a vehicle entering their home. |
|  | The tone of the conversation had changed and the counter offer of guardrail being installed was clearly rejected. |
|  | Allison Durant and I both thanked them for their time and assured them we would present the enhanced concerns to our leadership for consideration. |
|  | Mr. Hutchison ended the meeting with the statement, “do not make us worry any more about how we will be able to live our lives and feel safe.” |
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| **02/04/2021** | Met with the Hutchison’s 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. The Township confirmed at this time the Hutchison’s were grandfathered in and their residence’s proximity was non-conforming it would be allowed. However, if they were to build on to their property, the zoning change of commercial would take effect, their entire property would be taxed differently, and the proximity would be revisited. |
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| **2/17/2020** | I received a call from Mrs. Hutchison to discuss whether the counter offer had been accepted? There were people inserting blue and yellow flags across the street from them and Mr. and Mrs. Hutchison had determined they were going to be told “too bad”, you have to live the rest of your lives unsafe. |
|  | They had continued to discuss their options if they were not allowed to move from the home to a safer location. I let Mrs. Hutchison know the leadership team had made a decision. She stated, “they said no, and now we are going to have to…..” I calmed her and told her the leadership team had investigated moving the road, the gas line location and options, the other utility company locations and determined the best option for everyone is to accept the counter offer of $280,000. |
|  | She said “Praise the Lord”. She told Mr. Hutchison what I had said. At this time, I asked Mrs. Hutchison if Allison and I could stop by on Thursday, 2/18, to discuss the counter offer specifics? She asked her husband if they had plans for the next day and confirmed it would be acceptable for us to stop by to clarify the details of their counter offer. |
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| **2/18/2021** | Allison Durant and I met with Mr. and Mrs. Hutchison at their residence. I informed them in person D5 leadership had accepted their counter offer of $280,000. I explained, “Leadership requested complete details with respect to what the Hutchison’s counter offer included or did not include?” |
|  | Mr. Hutchison confirmed, the State removes the house from the foundation because the liability for them and the insurance to cover an empty building could not be afforded. He asked if the State construction crew would utilize the property once they moved out and then bulldoze the house. I could see this was not an easy decision for either Mr. or Mrs. Hutchison, but they had resigned themselves to the reality. Mrs. Hutchison reiterated they just wanted to live the rest of their lives without being afraid someone was going to wreck into their house. |
|  | I asked the Hutchison’s if they were selling the entire property to the State. Mr. Hutchison quickly replied, “No!” Mr. Hutchison said he would like the garage kept in tact so he could maintain the property during and after the project. He said the $280,000 included the house and the land required to accomplish the project. Mr. Hutchison would like the gas and water hook ups to remain for the property. Mr. Hutchison requested an additional drive access be located further east of the current drive since during the project, if the State decided to utilize the house as an office he would be able to access the remainder of the |
|  | property and the garage where his mower and other implements would be kept for maintenance the remaining land. |
|  | Mr. Hutchison went on to discuss the current drive and front of the property would probably be used by the construction of the project. I explained that is not customary, but if the house was to be used as a field office, there would be vehicles parked at the location throughout the day. |
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|  | At this time, I read back the counter offer final details to the Hutchison’s: |
|  | 1. $280,000 for the house and removal of the house |
|  | 1. Gas and water hook ups to not be removed. Both to remain. |
|  | 1. Additional access point from SR 256 further east of the current access being reconnected as part of the project. |
|  | 1. At least six months to move, nine months would be perfect. Nine months is from the date they sign the documents to give them time to locate a new home and then move all their possessions. |
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|  | Mr. and Mrs. Hutchison both agreed with these terms as the terms of their counter offer. Mr. Hutchison was adamant the house would be removed as soon as possible. |
|  | I explained to Mr. Hutchison the house would be removed as part of the project and I could find the answer as to when and provide the date (time frame) once the decision was made about utilizing the house as a field office. |
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|  | Mr. and Mrs. Hutchison provided a copy of the unrecorded gas easement for the 30” gas line running along the eastern property line. I told them I would copy and return to them in a few days. |
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|  | Allison and I left the residence. |
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|  | RE 65 prepared, RE 60-1 Negotiator Notes updated, and submitted to REA John Wooldridge. |
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