



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 1

(To become a part of the project parcel file)

(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA062001	Project: Edgar County Airport
County: Edgar	

Title VI (Non-Discrimination)

☒ Male ☐ Female

Owner(s) T. Bradley Tucker (a/k/a Brad Tucker)

Owner(s) Address
Chrisman, Illinois 61924

Telephone No.(s)

Interested Parties (Name)

Address(s)

Telephone No.(s) () () ()

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____ Signed: _____ Negotiator

Date: _____ Signed: _____ Negotiator

- ☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.
- ☐ Owner-occupant displaced; status (individual, family business, farm operation) ☒ N/A
- ☐ Letter of notification of relocation assistance and payments to owner-occupant ☒ N/A
- ☐ Tenant-occupant displaced; status (individual, family business, farm operation) No. of units ☒ N/A
- ☒ Negotiator's introductory letter and acquisition summary statement prepared. ☐ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____ Signed: _____ Negotiator

Date of settlement and execution of instruments by fee owners _____ Total settlement amount \$ _____

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered ☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

11/1/07

- ☒ "Land Acquisition for Public Airports" and "Eminent Domain ... "brochures and conveyance documents presented and explained.
- ☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR ☒ N/A
- ☐ Or; negotiator accompanied by relocation rep _____, who provided above services ☒ N/A
- (1) Date of first personal contact 11/7/07 ; (2) Place Edgar County Airport
- (3) Persons present Brad Tucker (owner), Terry Lintern (Hanson) and Jodi Griffel (Hanson)
- (4) Verbal offer made in the amount of \$ 20,600.00 ; ☒ Written offer (summary statement) presented & explained
- (5) Remarks (include counter offers)

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 2

(To become a part of the project parcel file)

(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA062001AE	Project: Edgar County Airport
County: Edgar	

Title VI (Non-Discrimination)

☒ Male ☐ Female

Owner(s) T. Bradley Tucker (a/k/a Brad Tucker)

Owner(s) Address

Telephone No.(s)

Interested Parties (Name)

Address(s)

Telephone No.(s) () () ()

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date: _____

Signed: _____

Negotiator

☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units

☒ N/A

☒ Negotiator's introductory letter and acquisition summary statement prepared.

☒ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date of settlement and execution of instruments by fee owners 2/19/09

Total settlement amount \$ 55,825.00

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered

☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

9/12/08-Called Mr. Tucker to schedule date and time to present new offer.

☒ "Land Acquisition for Public Airports" and "Eminent Domain ... "brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on

Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR

☒ N/A

☐ Or, negotiator accompanied by relocation rep

☒ N/A

(1) Date of first personal contact 9/16/08 ; (2) Place Edgar County Airport

(3) Persons present Brad Tucker and Jodi Griffel

(4) Verbal offer made in the amount of \$ 12,600.00 ; ☒ Written offer (summary statement) presented & explained

(5) Remarks (include counter offers)

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.

Date of Contact, Remarks and Negotiator's Signature for each entry:

3/29/07 - **Title Commitment** (No. 2007-127) received from Chicago Title Insurance Company. Title commitment has an effective date of 3/21/07, and indicates title is vested in T. Bradley Tucker. (Jodi Griffel)

4/5/07 - **Introductory letter** mailed to Mr. Tucker today by Certified Mail (No. 7003 0500 0003 5400 0696). (Jodi Griffel)

4/10/07 - Certified Mail Receipt (No. 7003 0500 0003 5400 0696) was received today in the mail showing that Lisa Tucker signed for the introductory letter on 4/9/07. (Jodi Griffel)

5/29/07 - **Appraisal Report** prepared by Bradley D. Cunningham indicates value of property to be **\$15,500.00**. (Jodi Griffel)

7/27/07 - **Appraisal Review Certification** prepared by Phillip B. O'Bryan indicates certified value of property to be \$19,000.00. (Jodi Griffel)

10/8/07 - Talked to Mr. Tucker's wife, Lisa. He is in the field, and she provided his cell phone number. I mentioned I could meet him in the field. (Christina A. Pearce)

11/1/07 - I called Mr. Tucker's home and spoke with his wife, Lisa. She gave me his cell number, and directed me to call him on that. I in turn called him on his cell so that I could schedule a meeting. He indicated Terry Lintern should call him after Mr. Lintern's meeting at the Airport is over, and he would make arrangements to meet at that time. He wanted me to tell him the amount of the offer over the phone today, and I indicated to him that the paperwork was not final at this time, so I could not do that. He indicated that "it doesn't matter because whatever the Airport offers will not be enough." I indicated that Mr. Lintern would call him when his meeting was over. (Jodi Griffel)

11/4/07 - **Appraisal Review Certification** prepared by Phillip B. O'Bryan indicates certified value of property to be \$20,600.00. (Jodi Griffel)

11/5/07 - I spoke with Mr. Tucker this p.m. I indicated to him that we would have to cancel our meeting for 11/6/07. We rescheduled for 11/7/07 at 1:00 p.m. We will meet at the Airport. (Jodi Griffel)

11/7/07 - Terry Lintern and I met with Mr. Tucker today at the Airport and personally presented an **Offer Letter and Summary of Acquisition and Offer to Purchase** in the amount of \$20,600.00. He looked everything over, and indicated that he thought his property was worth much more than the presented offer. Mr. Lintern indicated that he could provide a counter, but he would need an independent appraisal of his own as support. Mr. Tucker had concerns of selling off pieces of prime hunting ground. He said he would get back to us. Mr. Lintern indicated we would call him in 30 days if we don't hear from him first. (Jodi Griffel)

12/20/07 - Called Mr. Tucker today. He indicated he is in communication with his local Congressman, airport officials, and County Board members about this project. He is not accepting the offer until he gets more information from these people. (Jodi Griffel)

1/10/08 - Spoke with Mr. Tucker today. Jimmy Wells (Airport Manager) wanted me to convey to Mr. Tucker that if a sale took place on this property, the Airport would allow Mr. Tucker one year from the date of closing to remove any timber that he wanted from the property. The Airport would also allow Mr. Tucker hunting rights on the subject. I also asked Mr. Tucker if he would be interested in giving us a written counter offer for a price per acre he feels his property is worth. Mr. Tucker indicated that he had a lot of unanswered questions in regard to this project, and that he was currently talking to County Board members to get those questions answered. He indicated that he would not be in a position to do anything for a couple of weeks, and that I should call him back after that time. I indicated that I would call him in a couple of weeks to find out his status. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

2/12/08 - Letter from Philip B. O'Bryan indicating he has reviewed the market activity in northern Edgar County, and he finds \$5,200 per acre is the estimate of value for the subject property. (Jodi Griffel)

2/13/08 - I spoke with Mr. Tucker today. I told him that Terry Lintern and I were going to be in Paris, Illinois on 2/19/08, and we would like to meet with him to present a revised offer package. He indicated that he would meet us at 11:30 a.m. at the Airport. (Jodi Griffel)

2/19/08 - Meeting held today between Brad Tucker, Terry Lintern, Patricia Lintern, and Jodi Griffel at the Airport. Presented to Mr. Tucker were an **Offer Letter** and **Basis for Computing Total Approved Compensation and Offer to Purchase** in the amount of \$22,660.00. Mr. Tucker asked if instead of buying his property, could the Airport swap ground that they already own with him. Mr. Lintern indicated to Mr. Tucker that he would check into this; however, if the property that the Airport currently owns was purchased with funds provided by FAA, they would not be able to transfer title without first obtaining a land release (which takes a lot of time). Mr. Tucker said he understood, but wanted Mr. Lintern to check into it. Mr. Lintern checked with Chris Patrick (Airport Advisory Committee Member), and Mr. Patrick confirmed that the property Mr. Tucker is inquiring about was purchased with funds provided by the FAA. Mr. Lintern indicated he would convey this information to Mr. Tucker. (Jodi Griffel)

2/28/08 - Contacted Mr. Tucker, and he indicated he has not made a decision one way or the other at this time. He has met with members of the County Board, and he doesn't think they are up to proceeding with condemnation proceedings. He is under the impression that the previous Board approved this project, and that the current Board doesn't want to take it to condemnation because they don't want it to become a "public issue." Mr. Tucker told me he still wanted to talk to a couple more Board members before making a decision. I reminded him that we would be sending out 60-day letters on Monday. I also told him that I was authorized to offer him 10 percent more per acre, which would bring his offer up to \$24,923.00. He told me he would take that amount into consideration, but it was really not "about the money". I told him he would receive the 60-day letter next week, and that Mr. Lintern or I would be in contact with him. (Jodi Griffel)

3/5/08 - Received a telephone message from Mr. Tucker indicating that he will be sending us a formal written counter offer in the next couple of days. (Jodi Griffel)

3/6/08 - **60-Day Letter** sent via Certified Mail (No. 7006 2760 0003 4412 9995) to Mr. Tucker. (Jodi Griffel)

3/13/08 - Certified Mail Receipt (No. 7006 2760 0003 4412 9995) received indicating 60-day letter was signed for by Lisa G. Tucker on 3/8/08. (Jodi Griffel)

3/21/08 - A meeting was held today at Hanson's Springfield office between representatives from the Illinois Division of Aeronautics, Edgar County Airport, and Hanson to discuss this project. The Division of Aeronautics discussed taking the subject property as an aviation easement instead of fee simple. Joe Worley indicated that would not be feasible as an easement would be very restrictive. Chris Patrick indicated that the Airport did not have the necessary funds available to maintain the topping of trees on a yearly basis. (Jodi Griffel)

4/3/08 - I spoke to Mr. Tucker this a.m. about the counter offer he was going to send to me. He indicated that he has spoken with Mike Irwin at the Illinois Division of Aeronautics in regard to this project. Mr. Irwin suggested that we have a meeting in Paris, Illinois between all property owners, representatives from the Division, and Hanson to discuss this project. Mr. Tucker was very receptive to that. I told him I would try to schedule something for the week of April 14, 2008. He said he would get in contact with the property owners after I gave him a date and time. Called Mr. Tucker back this p.m. to let him know I have set up the meeting for 4/18/08 at 11:00 a.m. at the Airport, and that I would contact the other property owners about the date and time. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

4/18/08 - Meeting held at the Edgar County Airport between representatives of the Illinois Division of Aeronautics (Terry Tappenbeck, Mike Irwin, and Kathy Comrie), Hanson (Terry Lintern, Joe Worley, and Jodi Griffel) and property owners. This meeting was to discuss the project and answer any questions that the property owners had. It was discussed that the proposed crosswind runway may be able to be shifted to the east. If this shift is approved, the Board would need to acquire more acreage from this owner than what was originally needed. It was decided to talk to the Sponsor and see if they were interested in the shift. (Jodi Griffel)

4/18/08 - Received a call from Joe Worley. Joe talked to Chris Patrick (Airport Advisory Committee Member) in regard to shifting the crosswind runway to the east; however, Mr. Patrick indicated the Board did not want to do this because it would cost the project more time and money. Joe Worley indicated to me that we should proceed as we have been on this project. (Jodi Griffel)

4/24/08 - Called Mr. Tucker and told him that Hanson will be staking the proposed take area on 4/29/08. (Jodi Griffel)

6/16/08 - New appraisal for proposed avigation easement received from Cunningham, Inc. Valuation is dated 6/6/08 and is set at **\$19,900.00**. (Jodi Griffel)

7/16/08 - **Title** Commitment No. 2007-127 received from Chicago Title Insurance Company. Commitment has an effective date of 7/11/08, and indicates title is vested in T. Bradley Tucker. (Jodi Griffel)

8/28/08 - Received Appraisal Review Certification from Phil O'Bryan (Review Appraiser). Value is set at **\$12,600.00**. Document forwarded to Kathy Comrie (IDA) for review and approval. (Jodi Griffel)

8/29/08 - Received a letter from Kathy Comrie (IDA) to Jimmy Wells (Airport Manager) approving the appraisal and review for the subject property. Ms. Comrie asks Mr. Wells to have the appraisal executed and a copy forwarded to her and Hanson. (Jodi Griffel)

9/12/08 - Called Brad Tucker to schedule a meeting on 9/16/08 at the Edgar County Airport. Mr. Tucker said he would be there. (Jodi Griffel)

9/16/08 - **Offer Letter, Basis for Computing Total Approved Compensation and Offer to Purchase** in the amount of \$12,600.00, draft Grant of Avigation Easement, draft Plat of Survey, "Land Acquisition for Public Airports" brochure, and a Title Commitment presented to Brad Tucker. Mr. Tucker indicated he would like to have a blown up version of the Plat sent to him. I told him I would get it in the mail. I told him I would contact him by telephone on or around 9/24/08 and inquire if he has made a decision, and that I would be mailing out 60-day letters at the end of next week. He said that was fine. (Jodi Griffel)

9/17/08 - A larger version of the Plat of Survey was sent via USPS to Mr. Tucker. (Jodi Griffel)

9/24/08 - I called Mr. Tucker to see if he has made a decision in regard to the offer of \$12,600. Mr. Tucker stated he would not sign anything until after the public hearing has been held. He indicated he would most likely be sending a counter offer after the public hearing. I told him I would contact him again after the meeting has been held, which I anticipate being the end of October 2008. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

10/10/08 - **60-Day Letter** sent via Certified Mail (No. 7000 1670 0010 8988 6676) to Mr. T. Bradley Tucker. (Jodi Griffel)

10/16/08 - Received Certified Mail Receipt (No. 7000 1670 0010 8988 6676) signed for by Lisa Tucker on 10/11/08. (Jodi Griffel)

11/14/08 - Called Mr. Tucker to get an update on his position in regard to the latest offer (easement). Received no answer. (Jodi Griffel)

11/14/08 - Called Mr. Tucker, but received no answer. (Jodi Griffel)

11/14/08 - Mr. Tucker called me today. He indicated to me that he will be sending me (next week) a letter stating his counter offer amount. He also stated that he will not sign any paperwork until the Board votes on this project again. He's not sure the Board will vote to go ahead and condemn this time, but he will negotiate with us in case they do. I told him thanks for being honest. I also indicated that I would be talking to Jim Keller about the Board voting on condemnation of the properties sometime next week. (Jodi Griffel)

12/1/08 - I received a phone call this a.m. from Jimmy Wells (Airport Manager) and Chris Patrick (Airport Advisory Board) in regard to this property. Mr. Wells indicated he has spoken with Brad Tucker, and Mr. Tucker is willing to sell the subject property in a 10-acre tract for \$5,500/acre. Mr. Wells indicated he has spoken with Kathy Comrie (IDA) about this, and Kathy said IDA could probably only justify a portion of that 10-acre tract. Mr. Wells indicated Edgar County would be able to pick up the difference because they have an anonymous donor that will give them the money for the rest. I told him I would speak with Kathy Comrie in regard to this. (Jodi Griffel)

12/1/08 - I spoke with Kathy Comrie (IDA) and Terry Tappenbeck (IDA) in regard to the above entry. They would like to have a formal counter offer in writing from Mr. Tucker which provides some justification for the \$5,500/acre. I indicated I would contact Mr. Tucker about this. (Jodi Griffel)

12/1/08 - I called Brad Tucker in regard to the \$5,500/acre price. He indicated he would sell a 10-acre tract for \$5,500/acre. I asked if he could provide me with that in writing, along with justification of the price (i.e., recent sale in the area). He indicated he wanted that amount because he was purchasing another parcel in the area at slightly higher than the \$5,500/acre price, and he wanted to do a 1031 Exchange. He said he would type up a letter and fax it to me tomorrow or Wednesday. (Jodi Griffel)

12/3/08 - Received, via fax, a letter from Brad Tucker indicating he will sell in fee simple 10.15 acres for \$5,500/acre. The total amount to him would be \$55,825. I forwarded the letter to Terry Tappenbeck (IDA) and Kathy Comrie (IDA) for their review and consideration. (Jodi Griffel)

12/4/08 - Received a call from Terry Tappenbeck (IDA) asking me to look up the last offer for fee simple that was made to Mr. Tucker. That offer was made in February 2008 in the amount of \$22,600 (9.352 acres). The price per acre was \$2,423. I sent an e-mail to Terry Tappenbeck stating same. (Jodi Griffel)

12/9/08 - Received a letter from Terry Tappenbeck (IDA) indicating IDA will support a settlement amount of \$30,450.00 (\$3,000/acre) for the subject parcel. I called Jimmy Wells (Edgar County Airport) and indicated same. I indicated to Jimmy that only \$30,450.00 of the \$55,825 would be eligible for reimbursement through IDA, and the remaining amount (\$25,375) would be money the County would need to expend to purchase the subject. I indicated to Jimmy that I would be sending him a letter, via e-mail, explaining this, and if the County accepts this, he should respond to me in writing so I can proceed with contacting Mr. Tucker. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

12/12/08 - Received a letter from Jim Keller, Chairman Edgar County Board, indicating that Mr. Tucker's counter offer in the amount of \$55,825 is acceptable to the Board. (Jodi Griffel)

12/15/08 - I spoke with Brad Tucker this a.m., and indicated to him the County Board has accepted his counter offer in the amount of \$55,825. I told him I would be sending documents in the mail that will need to be signed by him. He stated he will take the documents to his attorney for review, and he will get them back to me soon. (Jodi Griffel)

12/16/08 - Prepared a draft Real Estate Purchase Agreement and sent it to Jimmy Wells (Airport Manager) for signature by Jim Keller (Board Chairman) and hand delivery to Mr. Tucker. (Jodi Griffel)

12/22/08 - In receipt of signed Real Estate Sales Agreement from Mr. Jimmy Wells (Airport Manager). (Jodi Griffel)

12/24/08 - In receipt of executed Real Estate Purchase Agreement. Copy scanned and sent, via e-mail, to Kathy Comrie (IDA) for her records. (Jodi Griffel)

12/30/08 - Letter to Mr. Jimmy Wells (Airport Manager) transmitting the Plat of Survey, Title Commitment dated 7/11/08, and executed Real Estate Sales Agreement asking Mr. Wells to coordinate the closing with Mr. Allen A. Bell, Jr., Assistant State's Attorney. (Jodi Griffel)

1/13/09 - In receipt of a copy of the Preliminary Title Opinion from Mr. Allen A. Bell, Jr., Assistant State's Attorney. (Jodi Griffel)

2/19/09 - Closing held. (Jodi Griffel)

2/26/09 - In receipt of a copy of the Final Title Opinion from Mr. Allen A. Bell, Jr., Assistant State's Attorney. Copy sent to Kathy Comrie (IDA). (Jodi Griffel)

3/2/09 - File closed.

The original signed copy of this form must be submitted to the Illinois Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Springfield, IL 62707-8415, Attn: Land Acquisition. To expedite processing this completed signed form may be scanned and emailed to aerolandacq@dot.il.gov or faxed to 217/785-4533.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 1

(To become a part of the project parcel file)

(Entries for preceding week to be made
not later than the following Monday)

Parcel No: 023EDGA064003	Project: Crosswind Runway
County: Edgar	

Title VI (Non-Discrimination)

☒ Male ☒ Female

Owner(s) Marjorie B. Dyer (as to an undivided 1/2 interest)
Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust, an undivided 1/2 interest

Owner(s) Address

Phil Dyer's e-mail address

Telephone No.(s)

Interested Parties (Name) Mr. Richard M. Kash
(Attorney for Phil Dyer)

Address(s) Fruin, Garst & Kash
129 North Central Avenue
Paris, Illinois 61944

Telephone No.(s) (217) 465-4196 (phone) (217) 466-1212 (fax) ()

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Negotiator

Date: _____

Signed: _____

Negotiator

☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units

☒ N/A

☒ Negotiator's introductory letter and acquisition summary statement prepared. 4/5/07

☒ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____ Signed: _____

Negotiator

Date of settlement and execution of instruments by fee owners

Total settlement amount \$

Warrant to be forwarded to payees at following address: _____

Reason: ☐ Inability to obtain agreement on compensation offered ☐ Offer acceptable - unable to obtain clear title to parcel

If referred for condemnation, date referred: _____

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

Mr. Dyer indicated he is not interested in selling at any price.

☒ "Land Acquisition for Public Airports" and "Eminent Domain ... brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR

☒ N/A

☐ Or, negotiator accompanied by relocation rep _____, who provided above services

☒ N/A

(1) Date of first personal contact 11/7/07; (2) Place Mr. Dyer's Home

(3) Persons present Mr. Dyer, Terry Lintern and Jodi Griffel

(4) Verbal offer made in the amount of \$ 131,800.00; ☒ Written offer (summary statement) presented & explained

(5) Remarks (include counter-offers) Mr. Dyer indicated he was not interested in selling at any price.

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 2

(To become a part of the project parcel file)

(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA064003AE	Project: Crosswind Runway
County: Edgar	

Title VI (Non-Discrimination)

☒ Male ☐ Female

Owner(s) The Estate of Marjorie B. Dyer (as to an undivided 1/2 interest) (Phillip L. Dyer, Executor)
Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust, an undivided 1/2 interest

Owner(s) Address

Phil Dyer's e-mail address

Telephone No.(s)

Interested Parties (Name) Mr. Richard M. Kash
(Attorney for Phil Dyer)

Address(s) Fruin, Garst & Kash
129 North Central Avenue
Paris, Illinois 61944

Telephone No.(s) (217) 465-4196 (phone) (217) 466-1212 (fax) ()

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date: _____

Signed: _____

Negotiator

☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units

☒ N/A

☐ Negotiator's introductory letter and acquisition summary statement prepared.

☒ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____ Signed: _____

Jodi A. Griffel, Negotiator

Date of settlement and execution of instruments by fee owners 2/27/09

Total settlement amount \$ 191,800.00

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered ☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

9/12/08 Called Mr. Dyer to set up meeting on 9/16/08.

☒ "Land Acquisition for Public Airports" and "Eminent Domain ..." brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR

☒ N/A

☐ Or; negotiator accompanied by relocation rep _____, who provided above services

☒ N/A

(1) Date of first personal contact 9/16/08; (2) Place Edgar County Airport

(3) Persons present Phil Dyer and Jodi Griffel

(4) Verbal offer made in the amount of \$ 102,500.00; ☒ Written offer (summary statement) presented & explained

(5) Remarks (include counter-offers) _____

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.

Date of Contact, Remarks and Negotiator's Signature for each entry:

3/28/07 - Chicago Title Insurance Company **Title Commitment** No. 2007-128 received via fax. Commitment has an effective date of 3/21/07, and indicates title is vested in Marjorie B. Dyer, as to an undivided ½ interest; Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust, an undivided ½ interest (PIN: 03-14-06-400-005). (Jodi Griffel)

4/5/07 - **Introductory letter** addressed to Marjorie B. Dyer and Phillip L. Dyer, Trustee, 13585 Indian Boundary St., Paris, IL 61944 mailed via Certified Mail (No. 7003 0500 0003 5400 1778). (Jodi Griffel)

4/8/07 - Certified Mail Receipt (No. 7003 0500 0003 5400 1778) received indicating that Sharon Dyer signed for the Introductory Letter. (Jodi Griffel)

5/18/07 - **Appraisal Report** prepared by Bradley D. Cunningham indicates value is **\$115,900.00**. (Jodi Griffel)

7/27/07 - **Appraisal Review Certification** prepared by Phillip O'Bryan indicated certified value is **\$132,500.00**. (Jodi Griffel)

10/8/07 - Talked to Phillip's wife. He is currently in the field, and will call me back to set-up a date and time to present the offer. (Christina A. Pearce)

11/1/07 - Called Phillip's number, but received no answer. I left a message introducing myself and asking him to get back to me so that I could set-up a time to meet with him. (Jodi Griffel)

11/1/07 - Spoke with Mr. Dyer today. I set up a time of 9:00 a.m. on 11/6/07 to meet with him at his home. Mr. Dyer indicated that he has Power of Attorney over his mother's (Marjorie's) affairs. He indicated that she is currently in a nursing home in Paris, Illinois. (Jodi Griffel)

11/5/07 - Spoke with Mr. Dyer this evening. I rescheduled our meeting for 11/7/07 at 5:00 p.m. at Mr. Dyer's home. (Jodi Griffel)

11/6/07 - **Appraisal Review Certification** prepared by Phillip O'Bryan indicates certified value is **\$131,800.00**. (Jodi Griffel)

11/7/07 - **Offer Letter and Summary of Acquisition and Offer to Purchase** in the amount of \$131,800 personally presented to Phillip and Sharon (wife) Dyer. Mr. Dyer indicated that his property was not for sale, but that he had been through condemnation with the Airport before and knew what it involved. Mr. Terry Lintern (Hanson) explained that this was not an expansion project for the Airport, but strictly a safety issue. Mr. Dyer looked over the paperwork, and indicated that he would request a copy of the appraisal from Terry Tappenbeck and get back to us. Mr. Lintern indicated we would be contacting him in 30 days if we had not heard from him before that time. (Jodi Griffel)

12/20/07 - Called Mr. Dyer, but received no answer. (Jodi Griffel)

12/21/07 - Called Mr. Dyer today, and his wife indicated that he was not at home, but she would have him call me. (Jodi Griffel)

12/27/07 - Called Mr. Dyer today, but received no answer. (Jodi Griffel)

12/28/07 - Called Mr. Dyer this a.m. I indicated to him that I was checking in to see if he had made a decision about selling his ground to the Airport. He indicated to me that he was not interested in selling for what we had offered. He indicated that the land in his area just keeps selling higher and higher. He said there was a tract about a mile from him that sold last week for \$5,700 per acre, and that our offer wasn't even close to that. I indicated to him that I would mark the file, and talk to Mr. Terry Lintern in regard to this. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

1/10/08 - I left a message with Mrs. Dyer for Phillip to call me back in regard to the \$5,700 per acre land sale he had previously mentioned. (Jodi Griffel)

1/11/08 - Received a message from Mr. Dyer today. Returned the call and told him that I wanted to know if he would be interested in submitting a formal written counter-offer to us and reference the \$5,700 per acre sale that he mentioned to me on 12/28/07. Mr. Dyer indicated that he was having a friend (Chris Martin) that is a local appraiser come out to the property and do an informal appraisal for him. I told Mr. Dyer if he would give us a written counter-offer, then we could get our appraisal updated, thus, including some of the more recent land sales in the area as comparables. Mr. Dyer asked me if the County Board would be interested in purchasing his entire farm (+/- 189 acres) instead of what the current offer is for. He said he would be more interested in selling the entire piece instead of having it "chopped up". I told him I would check with the Board and get an answer to him. He told me that he would prepare a formal counter-offer next week, and send it to my attention at our Springfield address so that I could forward the counter-offer to the appropriate parties. I told him I would be looking for the letter, and that I would get back to him in regard to the Board buying his entire tract. (Jodi Griffel)

1/14/08 - I sent a letter today to Jimmy Wells (Airport Manager) and Chris Patrick (Airport Advisory Committee) asking them to consider buying Mr. Dyer's entire parcel instead of just the 24 +/- acres. Also received a letter from Mr. Dyer indicating our offer is far below land sales. He included examples of two recent sales. (Jodi Griffel)

1/16/08 - I received a call today from Chris Patrick. He indicated that there was really no way the Airport could afford to purchase Mr. Dyer's entire farm. He said there would be no way to justify this; therefore, the Airport would not be able to be reimbursed for any associated costs. I told him that I would let Mr. Dyer know this via a formal letter. (Jodi Griffel)

1/21/08 - Letter to Mr. Dyer indicating we are in receipt of his 1/14/08 letter and attachments and that I have forwarded the documentation to all appropriate parties. (Jodi Griffel)

2/13/08 - Spoke with Mr. Dyer today. I asked him if Terry Lintern and I could meet with him on 02/19/08 to present an updated offer package. Mr. Dyer indicated that he and his wife are in Cape Coral, Florida until the end of March. He asked if I could mail the offer documents to him. I told him I would send them on 02/19/08. He said that would be fine. He said he would review the documents and get back to me. **His address in Florida is 1914 NW 17th Terrace, Cape Coral, Florida 33909.** (Jodi Griffel)

2/18/08 - Spoke with Mr. Dyer today and asked if he could send me a copy of the Power of Attorney that he has in regard to his mother's legal affairs. He indicated that the only copy he has is in Paris, IL in his safe, but that he would try to get in touch with his attorney and have his attorney fax it to us today. I asked him if it was a recorded document, and he indicated that he thought it was. I told him that his attorney's office could either fax the document to me, or they could give me the recording information and I could get a copy myself at the courthouse tomorrow. I also asked Mr. Dyer if I could get copy of any and all trust documents in regard to this property. Mr. Dyer indicated to me that he didn't have them handy. I asked Mr. Dyer if he had any siblings, and he told me that he only had one brother, and that his brother passed away a few years back. Mr. Dyer called back and said that his attorney, Richard Kash, would be faxing a copy of the Power of Attorney to me soon. Mr. Dyer also asked me to send a copy of any documents that we will be sending to him to his attorney. His address is as follows: **Mr. Richard M. Kash, Fruin, Garst & Kash, 129 North Central Avenue, Paris, Illinois 61944.** I told him I would. (Jodi Griffel)

2/19/08 - Left a message with Mr. Kash's secretary to have him call me in regard to Trust documents for this property. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

2/20/08 - **2nd Offer Letter and Basis for Computing** in the amount of **\$142,813.00** were mailed via Certified Mail (No. 7006 2760 0003 4412 9902) to Mr. Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust, at 12585 Indian Boundary Street in Paris, Illinois. Inside said envelope was a sealed envelope addressed as above, and another sealed envelope addressed to Mrs. Marjorie B. Dyer, c/o Mr. Phillip L. Dyer. Another Certified Mail (No. 7006 2760 0003 4412 9919) was mailed to Mr. Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust, 1914 NW 17th Terrace, Cape Coral, Florida 33909. Inside this envelope was a sealed envelope addressed as above, and another sealed envelope addressed to Mrs. Marjorie B. Dyer, c/o Mr. Phillip L. Dyer. (Jodi Griffel)

2/21/08 - Spoke with Mr. Dyer this morning and asked him if I could get a copy of all Trust documents. He said he would contact his attorney and have his attorney fax me the documents within the week. (Jodi Griffel)

2/25/08 - Certified Mail Receipt (No. 7006 2760 0003 4412 9902) received from U.S. Postal Service. Service was made on 2/21/08 and signed for by Jarred A. Dyer. (Jodi Griffel)

2/28/08 - Certified Mail Receipt (No. 7006 2760 0003 4412 9919) received from U.S. Postal Service. Service was made on 2/25/08 and signed for by Phil Dyer. (Jodi Griffel)

2/28/08 - Called Mr. Dyer to ask him if he has made any decisions and/or had any questions in regard to the second offer. I did not reach him. His cell phone went directly into voice mail. I left him a message asking that he please return the phone call. (Jodi Griffel)

2/29/08 - Spoke with Mr. Dyer today in regard to the second offer that he received on 2/25/08. Mr. Dyer indicated he had instructed his attorney, Mr. Kash, to call Terry Lintern (Hanson) and tell Terry that he will accept \$6,000 per acre, with the condition that he continues to farm it until they need to construct on the property. I told him I would contact Terry Lintern and the Airport and get back to him. (Jodi Griffel)

3/6/08 - **60-Day Letter** and copy of Basis for Computing were mailed via Certified Mail (No. 7006 2760 0003 4412 9964) to Mr. Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust, at 12585 Indian Boundary Street in Paris, Illinois. A copy of the above was sent via Certified Mail (No. 7006 2760 0003 4412 9971) to Mr. Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust, 1914 NW 17th Terrace, Cape Coral, Florida 33909. A copy was also sent to Mr. Richard Kash, Jr., attorney for Mr. Dyer. (Jodi Griffel)

3/7/08 - Spoke to Mr. Dyer in regard to the offer presented by the County Board. Mr. Dyer indicated to me that the only offer he is interested in would be: Selling the 27.464 acres for \$5,720 per acre, getting free cash rent on the 27.464 acres for the year 2009, and locking in the rent on everything he currently farms for the Airport, plus the 27.464 acres at \$150 per acre. I indicated to him I would talk to the Board and get back to him. (Jodi Griffel)

3/7/08 - Spoke to Chris Patrick in regard to the terms Mr. Dyer presented above. He indicated the Board would be acceptable to the terms as presented by Mr. Dyer. Spoke with Mr. Dyer. He stated that he would only accept an offer if it was as follows: 2nd installment of 2008 cash rent free, pay \$5,720 per acre for the 27.464 acres, free cash rent on the 27.464 acres for 2009, and lock in rent at \$150 per acre for everything else Mr. Dyer currently farms for the Airport through year 2011. I told Mr. Dyer I would take this to the Board and get back to him. Per Chris Patrick, the Board will not accept this offer as presented by Mr. Dyer. (Jodi Griffel)

3/10/08 - Certified Mail Receipt (No. 7006 2760 0003 4412 9964) received from U.S. Postal Service. Service was made on 3/8/08 and signed for by Jarrod Dyer. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

3/12/08 (9:35 a.m.) - I called Mr. Dyer this morning to let him know that the Board cannot accept his latest counter-offer as verbally presented. I told him that the Board could not waive the second installment of cash rent for 2008 because that was money that they already had budgeted. He told me that he understood, and that since our phone conversation on 3/7/08, he has decided that he will not take anything less than \$6,000/acre. He said he has had two people offer to purchase that land in the last month for more than the \$6,000/acre. He told me that there was a piece of property just north of the subject property that recently sold for \$5,900/acre (40 acres), and he doesn't feel he has been offered a fair price. I told him that we had to go off of the review appraiser's figures, and he said he understood, but that at this time he will take nothing less than \$6,000/acre. I told him that the 60-day letter had been sent to Paris, IL and Cape Coral, FL, and that his son, Jarrod, had signed for the Paris, IL letter on 3/8/08. I also told him that if this goes to condemnation, the price is the last written offer, which was \$5,200 per acre. He said ok. I told him that I would be in contact a couple of more times in the next 60 days to see if he had any questions or had changed his mind. He said he looked forward to hearing from me. (Jodi Griffel)

3/13/08 - In receipt of Certified Mail Receipt (No. 7006 2760 0003 4412 9971) which was delivered 3/10/08. Also in receipt of letter from Mr. Dyer indicating the counter-offer made by Edgar County in the amount of \$5,720 per acre is unacceptable to him. (Jodi Griffel)

3/21/08 - A meeting was held today with representatives from the Illinois Division of Aeronautics, Edgar County, and Hanson to discuss the purchase of this parcel. Mr. Chris Patrick provided information in regard to the \$5,900/acre sale Mr. Dyer referenced, as well as a letter from the Edgar County State's Attorney, wherein the Assistant State's Attorney indicated the cost to take this parcel to condemnation would be an average of \$15,000 to the County. Terry Tappenbeck indicated he and Kathy Comrie would review the provided documents and get back to Hanson on 3/24/08. (Jodi Griffel)

3/24/08 - E-mail received today from Kathy Comrie indicating that IDA is of the opinion that an offer to Mr. Dyer in the amount of \$6,000/acre is justifiable. Called Mr. Dyer to discuss the purchase of this property for \$6,000/acre, but received no answer. (Jodi Griffel)

3/24/08 - Called Mr. Dyer's cell phone this p.m. to discuss the purchase of this property for \$6,000/acre. I was able to reach Mr. Dyer, and asked him if he was still interested in selling to the County Board for the \$6,000/acre. He indicated he would sell for that price. I told him I would prepare a Basis for Computing Total Approved Compensation and Offer to Purchase for the referenced amount, and I would also prepare a Purchase Contract. We scheduled a meeting at Mr. Dyer's home for 03/26/08 at 11:00 a.m. Mr. Dyer called me back and asked me to fax a draft Purchase Contract to his attorney for review before our meeting. Spoke with Chris Patrick, and asked if Jim Keller (Board Chairman) could meet me at the Airport on 3/26/08 at 10:30 a.m. to execute the Basis for Computing and the Purchase Contract. Chris indicated he would make sure Mr. Keller was present to execute the documents. (Jodi Griffel)

3/25/08 - Received a call from Mr. Dyer this a.m., wherein he stated he did not want to meet tomorrow (3/26/08) because he wanted to sit down with his attorney and review the draft Purchase Contract. He said he has a meeting with his attorney on 3/27/08 at 10:30 a.m. He indicated he would call me Thursday p.m. or Friday a.m. and reschedule. He asked if we could UPS the draft contract to his attorney today. I told him we would get it out. Draft Real Estate Sales Agreement, Draft Tenant's Release of Lease, Draft Affidavit of Beneficial Interest, and Draft Basis for Computing sent via UPS to Mr. Kash. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

3/27/08 - (2:00 p.m.) Spoke with Mr. Dyer today, and asked if he had met with his attorney, and he and I could schedule an appointment. Mr. Dyer said that his attorney had some language changes that he was preparing, and that his attorney would fax the changes to me. Mr. Dyer said before he signs the contract, he would like to have an agreement in place with the County in regard to farm tenancy. He would like it put into writing the term he will be given to farm and the amount per acre. He said he felt he needed this for this protection because the current Board may decide he will farm it, but any incoming Board may decide to not let him farm it. He also wants someone to put into writing how many feet next to the new runway he will be able to plant crops. I told him I would talk to Chris Patrick in regard to the farm tenancy issue, and that I would await comments from his attorney. Mr. Dyer said he felt we were very close to wrapping this transaction up. (Jodi Griffel)

3/28/08 - I called Mr. Dyer this a.m. I told him the limits to farming around the new runway will be the same as what he is used to around the existing one, 300 ft from centerline (either side) and 350-ft off the runway end. At the 300 ft mark - crop ht restriction is 7 ft, another 50 ft from the CL gets up to 14 and so on. He also asked about what he could expect when the circular easement (around the AWOS) was acquired. I told him that as of the meeting with the IDA last Friday, it was determined that easement is no longer necessary and will not be pursued. We discussed the tile. I let him know how helpful it was to have the knowledge of existing tiles, and that with a green-field project like this, we typically do a field tile investigation to find and try and identify tiles and their alignments. He mentioned they have drainage issues out there that they have tried to alleviate (with the tile). I told him this knowledge would help us to help them.... when we do the drainage for the runway, we can try and address these issues as it relates to the runway. He was very receptive and appreciated that. He does not have drawings, but was willing to meet with me at the Airport to show me where they were. After the land transaction is complete, I will arrange to meet him and take a GPS unit with me to document the approximate location for future use. (Joseph Worley)

4/2/08 - Chicago Title Insurance Company **Title Commitment** No. 2007-128 received via fax. Commitment has an effective date of 3/31/08, and indicates title is vested in Marjorie B. Dyer, as to an undivided ½ interest; Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust, an undivided ½ interest (PIN: 03-14-06-400-005 and 03-14-07-200-002). (Jodi Griffel)

4/2/08 - Called Mr. Dyer to ask when his attorney would be sending me mark-ups of the Purchase Contract, but received no answer. (Jodi Griffel)

4/3/08 - Called Mr. Dyer and told him that I have been waiting for mark-ups from his attorney, but to-date, I have not received anything. Mr. Dyer indicated his attorney was going to send me something last week. He said he would check with his attorney and get back to me. I told him I would be out of the office on Wednesday and Thursday of next week, but in the remainder. Called Phil Dyer back this p.m., and told him there would be a meeting held on 4/18/08 at 11:00 a.m. at the Airport. I told him representatives from the Illinois Division of Aeronautics and Hanson would be available for any questions the property owners may have. He said he and his son would be there. (Jodi Griffel)

4/7/08 - Called Mr. Dyer this a.m. to discuss the Gas and Coal Seam Gas Lease that was recorded on the subject property in 2007. I received no answer. (Jodi Griffel)

4/8/08 - Called Mr. Dyer this a.m. to discuss the Gas and Coal Seam Gas Lease that was recorded on the subject property in 2007. I received no answer. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

4/11/08 - Called Mr. Dyer this a.m. to discuss the Gas and Coal Seam Gas Lease that was recorded on the subject property in 2007. I asked Mr. Dyer if he had ever received money for this Lease. He told me that he had received a check last year, but the check was for less than agreed upon, so he did not cash the check, and sent it back to Sullivan County Coalbed Methane, LLC. Mr. Dyer told me that he has tried to get in contact with this company, and was told that the owner has "skipped the country". I also asked him if he had been in contact with his attorney, Mr. Kash, in regard to changes to the Purchase Contract that he wanted incorporated. Mr. Dyer indicated that he had been unable to get in touch with his attorney, but that he would try again today and get back to me. I told Mr. Dyer that if we could get the changes incorporated and everyone was in agreement with the changes, we could get the purchase contract executed on 04/18/08 when I am in Paris, IL. He said he would contact his attorney again. (Jodi Griffel)

4/15/08 - Spoke with Mr. Dyer this a.m. in regard to the paperwork we should have received from his attorney, Mr. Kash. I told Mr. Dyer we still had not received anything, and asked him if he had checked with his attorney. He said Mr. Kash has been out-of-town, but that he would try to contact him again this a.m. Mr. Dyer said if he couldn't get in touch with Mr. Kash today, he would call me back because he pretty much knows what language they want changed; however, at the present time, he was loading a semi with corn and could not talk. I told him I would be in the building until 4:00 p.m. today. Mr. Dyer called me back in regard to changes he wanted to the paperwork we sent him. He said the Real Estate Sales Agreement was fine. He said he had never received a letter from the Airport stating the terms of any farming lease with him. I told him that letter had been previously forwarded to the Board for signature, and then they were to forward the letter to him. I told him I could e-mail him an unsigned copy, and bring a signed copy with me on Friday. He said he had a couple of questions to ask Joe Worley on Friday. He also said he would execute the documents after our meeting on Friday. I told him I would have everything with me. (Jodi Griffel)

4/18/08 (11:00 a.m.) - Meeting held at the Edgar County Airport between representatives of the Illinois Division of Aeronautics (Terry Tappenbeck, Mike Irwin, and Kathy Comrie), Hanson (Terry Lintern, Joe Worley, and Jodi Griffel), and property owners. This meeting was to discuss the project, and answer any questions that the property owners may have. It was discussed that the proposed crosswind runway may be able to be shifted to the east. If this shift is approved, the Board would need to acquire more acreage from this owner than what was originally needed. It was decided to talk to the Sponsor, and see if they were interested in the shift. Talked to Mr. Dyer after this meeting to go over paperwork that was sent to him in March. Mr. Dyer had a few questions in regard to area footage and drainage that he discussed with Joe Worley (Hanson) and Terry Tappenbeck (IDA). Mr. Dyer also had questions in regard to the State or County paying for his legal fees in regard to this transaction. It was indicated to him by Kathy Comrie (IDA) that we can only reimburse legal fees where there is relocation involved. As there is no home being relocated, no reimbursement of legal fees will be allowed. Mr. Dyer indicated that he would discuss all of this with his attorney and get back to me. After the meeting ended, I received a call from Joe Worley. Joe talked to Chris Patrick in regard to shifting the crosswind runway to the east; however, Chris indicated the Board did not want to do this because it would cost the project more time and money. Joe Worley indicated to me that we should proceed as we have been on this project. (Jodi Griffel)

4/21/08 - Called Mr. Dyer in regard to paperwork. He indicated he and his lawyer had talked today. Mr. Dyer could not talk right now because someone working for him got hurt on a bin. Mr. Dyer called me back. He has spoken with his attorney, and he has decided that he wants his attorney's fees reimbursed. He said he should not have to incur any legal fees because he doesn't want to sell. He said Joe Worley told him Hanson could stake the take area so he could visually see it. He said his attorney will be faxing me a copy of his invoice for services this a.m. I told him I would look over the paperwork and get back to him. He asked me if any changes had been made, for example taking a portion of the subject property as a fee simple take and a portion as an avigation easement. I told him I have not been told to have an appraisal prepared for this scenario as of this date. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

4/22/09 - Letter from Patricia Lintern (Hanson) to Mr. Dyer sending informational paperwork on 1033 and 1031 exchanges. (Jodi Griffel)

4/23/08 - Called Mr. Dyer and told him that Hanson will be staking the proposed take area on 4/29/08. Received an e-mail from Kathy Comrie stating "Per our conversation today, Aeronautics has approved the request by Mr. Dyer, via his attorney, for attorney fees of \$1,000.00. With assurances of that additional reimbursement of cost, Mr. Dyer will sign the purchase contract of \$164,784, plus attorney fees of \$1,000. We also discussed the request by Mr. Dyer to have his property staked so he knows where the taking will be to determine if his farming equipment will have a problem. It is my understanding that Darren Forgy will try to coordinate the staking of the Dyer parcel with the other easement acquisitions." Received via fax a letter from Richard Kash, Jr. indicating Mr. Dyer would like to have some temporary stakes or markers set out showing the border of the property that is being acquired, and he would like his attorney's fees reimbursed. (Jodi Griffel)

5/7/08 - Called Mr. Dyer today, but received no answer. Left a message. (Jodi Griffel)

5/8/08 - Called Mr. Dyer today, but received no answer. Left a message. (Jodi Griffel)

5/9/08 - Called Mr. Dyer today in regard to this project. I told him the property had been staked last week by Hanson's survey crew, and that IDA has agreed to reimburse him up to \$1,000 for attorney's fees as part of the administrative settlement if he would sign the paperwork. He asked me again if there had been any changes in the direction the County was taking in regard to this project. I explained that we were having new appraisals prepared on the Mott, Tucker, and Wright properties to value an avigation easement. He asked me if we could do the same thing on his property because he would be more interested in doing that. I told him I could have an appraisal prepared to see what the value would be, but that did not in any way mean that the County would proceed in this direction. He said after seeing the stakes, the new property line would be too close to his mother's home, and he feels like it will decrease the value of her property. He said he is really not interested in selling the 27.464 acres in fee simple now that he has visually seen the proposed property line. He said if we could take a portion of his property in fee and a portion as an avigation easement, he would be more willing to deal with us. I told him I would discuss this with the Airport and the Division of Aeronautics and be in contact. (Jodi Griffel)

5/10/08 - New appraisal for proposed avigation easement ordered from Cunningham, Inc. (Jodi Griffel)

6/6/08 - **Appraisal** prepared by Bradley D. Cunningham indicates value is **\$93,100.00**. (Jodi Griffel)

6/18/08 - Review Appraisal ordered from Phil O'Bryan. (Jodi Griffel)

7/16/08 - Chicago Title Insurance Company **Title Commitment** No. 2007-128 received via fax. Commitment has an effective date of 7/11/08, and indicates title is vested in The Estate of Marjorie B. Dyer, Deceased; Phillip L. Dyer, as Trustee of the John N. Dyer Residuary Trust (PIN: 03-14-06-400-005 and 03-14-07-200-002). (Jodi Griffel)

8/27/08 - **Appraisal Review Certification** received from Phil O'Bryan. Value is set at **\$102,500.00**. (Jodi Griffel)

8/27/08 - Appraisal certification forwarded to Kathy Comrie (IDA) for review and approval. (Jodi Griffel)

8/29/08 - Received copy of a letter from Kathy Comrie (IDA) to Jimmy Wells (Edgar County Airport) approving valuation, and asking Mr. Wells to have the appraisal review executed and to forward an executed copy to her and Hanson. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

9/9/08 - Contacted Mr. Dyer and asked who the executor of his mother's estate is. He indicated he is the executor. I asked him if I could get a certified copy of her death certificate, and he said he would put it in the mail today. He also indicated that he didn't want to close on this transaction until the estate had been closed out, which he anticipated to be about 2-3 months.

9/10/08 - Received via fax from Edgar County Title copies of Marjorie B. Dyer's Will and Petition for Probate, which shows Phillip L. Dyer as Executor. (Jodi Griffel)

9/12/08 - Called Mr. Dyer to schedule a meeting at the Airport on 9/16/08 at 2:00 p.m. He said he would be there. (Jodi Griffel)

9/16/08 - Hand delivered an **Offer Letter, Basis for Computing Total Approved Compensation and Offer to Purchase** in the amount of \$102,500.00, draft Contract to Purchase Real Estate, draft Grant of Avigation Easement, draft Plat of Survey, "Land Acquisition for Public Airports" brochure, and a Title Commitment to Phil Dyer. Mr. Dyer asked if I could send a Surveyor out to the property to put flags around the fee parcel so he could visually see it. I told him I would check into that and get back to him. He also indicated that he would be sending me a counter-offer. I told him I would be looking for it in the mail. I told him I would contact him by telephone next week, on or around 9/24/08, and see if he has made a decision, and that I would be mailing out 60-day letters the end of next week. (Jodi Griffel)

9/24/08 - Called Mr. Dyer to see if he has made a decision in regard to selling the property in fee and giving an avigation easement to the Edgar County Airport. Mr. Dyer said the price per acre he has been offered is not enough, as land in the area is selling at an escalated price. He indicated he wants around \$7,000/acre for the property to be acquired in fee simple. He also stated he would like something in the contract that states he will continue to farm, as a tenant, the property if the Airport decides to rent it, and that he and/or his son would have first right to buy the property back if the Airport ever decided to sell it. I explained that if the Airport decided to sell the property, they would need to seek a land release from the FAA because the property is being purchased with Federal money. He said he still wanted the clause in the contract. He stated he would get me a counter-offer the first of next week. He is currently harvesting beans, and will not have time until the weekend to get the counter-offer in the mail to me. (Jodi Griffel)

10/10/08 - **60-day letter** sent via Certified Mail (No. 7000 1670 0010 8988 6720) to Mr. Phillip L. Dyer, 12585 Indian Boundary Street, Paris, IL 61944. Mr. Dyer called me today and told me he has not had time to send me a written counter-offer in the mail, but his price is \$7,200 per acre. He indicated everything in his area has been selling between \$7,000 to \$7,500 per acre. I told him I would contact Mr. Tappenbeck at IDA and discuss this with him. He indicated that's his price, and if we can't or won't meet it, he is willing to go to court. Spoke with Terry Tappenbeck (IDA) in regard to Mr. Dyer's verbal counter-offer. Terry Tappenbeck advised me to call Mr. Phil O'Bryan (Review Appraiser) and have him give us some documentation in regard to this. (Jodi Griffel)

10/13/08 - Called Mr. O'Bryan (Review Appraiser). He will do some research, and provide us with documentation. (Jodi Griffel)

10/15/08 - Contacted Mr. Dyer and told him we would need a formal, written counter-offer with any supporting sales. He said he was currently in the field, but the next time it rained, he would send me something in the mail. (Jodi Griffel)

10/16/08 - Received Certified Mail Receipt (No. 7000 1670 0010 8988 6720) signed for by Sharon Dyer on 10/11/08. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

10/17/08 - Received a counter-offer letter dated October 15, 2008 in the mail today from Mr. Dyer. Mr. Dyer states he is rejecting the bid to purchase 17.904 acres. He enclosed a settlement statement from a recent land sale, as well as an ad selling property for \$7,500.00 per acre. In his letter, he states he will consider \$7,200.00 per acre (fee simple), plus a one time easement fee of \$1,000.00 per acre, which would bring the total compensation to Mr. Dyer to \$136,139.80 (\$128,908.80-FEE + \$7,231.00-EASEMENT). (Jodi Griffel)

10/20/08 - E-mail sent to Terry Tappenbeck (IDA), Terry Lintern (Hanson), and Joe Worley (Hanson) indicating a counter-offer was received on 10/17/08 from Mr. Dyer. The e-mail also states the total compensation that would be considered from Mr. Dyer is now \$136,139.80. (Jodi Griffel)

10/24/08 - Letter sent via Certified Mail (No. 7000 1670 0010 8988 6218) to Mr. Dyer indicating we are in receipt of his counter-offer, but are requesting that he produce an appraisal within 45 days that certifies the value. (Jodi Griffel)

10/27/08 - Received Certified Mail Receipt (No. 7000 1670 0010 8988 6218) signed for by Sharon Dyer on 10/25/08. (Jodi Griffel)

11/19/08 - I received a telephone call from Mr. Dyer this p.m. He indicated he has had his own appraisal prepared, which he received yesterday. He is sending it out to me today via Certified Mail. I should receive it tomorrow. I told him I would forward it to the appropriate people upon my receipt. (Jodi Griffel)

11/20/08 - I received a Summary Appraisal Report from Mr. Dyer in the mail today. The valuation is \$9,171/acre. I made a copy of the appraisal, and forwarded it to Terry Tappenbeck (IDA). (Jodi Griffel)

12/3/08 - I received an e-mail message from Kathy Comrie (IDA) wherein she states, "Mr. Dyer wrote a note dated March 12, 2008 stating that he wanted \$6,000 per acre. His sales were accepted, and the Division recommended settlement at \$6,000 per acre. Our file also has a letter from Mr. Dyer's attorney dated April 22, 2008 indicating acceptance of the offer to purchase for \$6,000 per acre. Mr. Dyer then advised he would like to have the sponsor consider changing the fee taking to a fee and easement acquisition...this request was approved and after review the taking did become fee and easement. After that appraisal was complete, Mr. Dyer made another offer (October 15, 2008) of \$7,200 per acre (17.904 acres) for fee and \$1,000 per acre (7.231 acres) for easement. The Division requested support for this valuation. I have reviewed the Dyer appraisal, and cannot recommend acceptance of this appraisal as sufficient (or correctly prepared) data to support a counter-offer of \$9,171.00 per acre. The most recent sales used by Mr. Dyer's appraiser is from June (5,918 per acre) and September (\$5,411 per acre) 2008, which supports the last offer of \$6,000.00 per acre to purchase made by the sponsor to Mr. Dyer. The Division recommends that the sponsor endeavor to work with Mr. Dyer to accomplish an equitable settlement. If Mr. Dyer will not continue to reasonably discuss settlement, then the Division supports the sponsor file for condemnation." (Jodi Griffel)

12/5/08 - Phone call to Terry Tappenbeck (IDA) in regard to above e-mail from Kathy Comrie. Terry directed me to contact Mr. Dyer and see if he would lower the amount he wants because the Division cannot support \$9,100/acre. I told Terry I would contact Mr. Dyer on Monday. (Jodi Griffel)

12/8/08 - I called Mr. Dyer this a.m., and indicated to him that IDA has reviewed the appraisal submitted by him, and they cannot support \$9,100 per acre because the most recent sales used by his appraiser were for considerably less money. Mr. Dyer indicated that he doesn't want \$9,100 per acre....he only wants \$7,200 per acre for the fee and \$1,000 per acre for the easement. If accepted, the offer amount would be \$123,076.80 (fee) and \$7,231.00 (easement), for a net compensation to Mr. Dyer of \$130,307.80. I indicated to Mr. Dyer I would talk to IDA about this, and get back to him in a couple of days. Terry Tappenbeck (IDA) and Kathy Comrie (IDA) contacted me this p.m. in regard to the subject parcel. Both of them stated I should offer Mr. Dyer \$6,600/acre for fee simple, and \$660/acre for easement. This would make the total fee purchase \$118,166.00, and the total easement purchase \$4,772. I indicated I would contact Mr. Dyer. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

12/9/08 - I contacted Mr. Dyer this a.m., and indicated the State would accept \$6,600/acre for the fee simple, and \$660/acre for the easement. Mr. Dyer indicated he could not accept that. He stated "If the State would bring the total compensation up to \$130,000, I will accept." He indicated he felt the easement amount was low because he's giving a lifetime easement, and they are pretty much telling him what he can and cannot put on the subject property. I indicated I would contact the State again and see what they could do. (Jodi Griffel)

12/17/08 - I received a call from Jimmy Wells (Airport Manager) indicating he had a meeting with Mr. Dyer this a.m. In the meeting, Mr. Dyer indicated to Mr. Wells he would sell the fee area and the easement area in fee simple for **\$6,850.00/acre**. The total acreage would be **25.135 acres**, and the compensation amount would be **\$172,174.75**. Mr. Wells indicated that he has talked to Terry Tappenbeck (IDA), and Mr. Tappenbeck will support \$6,850/acre for the purchase. I indicated to Mr. Wells I would contact Mr. Tappenbeck and discuss. (Jodi Griffel)

12/17/08 - I received an e-mail from Terry Tappenbeck (IDA) indicating that if Mr. Dyer will settle for \$6,850/acre for 25.135 acres, the Division of Aeronautics will support the compensation amount (see copy of e-mail in file). (Jodi Griffel)

12/17/08 - I contacted Mr. Dyer and asked if his mother's estate has been settled. He indicated it has, and a Deed showing him in title to the property has been recorded. He said he would have his attorney fax a copy of the recorded Deed to me. He also indicated he sent a package of recent sales to me in the mail. I told him I would work on the paperwork as soon as I received a fax of the recorded Deed and he would, hopefully, have the paperwork the first part of next week. (Jodi Griffel)

12/18/08 - In receipt (via fax) of recorded Trustee's Deed wherein John N. Dyer Residuary Trust, an undivided one-half interest, conveys to Phillip L. Dyer, an undivided one-half interest. (Jodi Griffel)

12/30/08 - Received a call from Jimmy Wells (Airport Manager) indicating that Mr. Dyer wants to sell 28 acres, not 26 acres. Called Joe Worley (Hanson) to discuss. Joe indicated that 28 acres are shown on the approved Airport Layout Plan. Called Kathy Comrie (IDA) to discuss. Kathy indicated she would review and get back to me. (Jodi Griffel)

1/5/09 - Received an e-mail from Kathy Comrie (IDA) indicating as follows, *"This office approves the revised land acquisition of 28 acres of the Dyer property @ \$6,850 per acre or \$191,800.00 for the crosswind runway."* Revised Real Estate Purchase Agreement and letter to Mr. Dyer showing 28 acres and the purchase amount of \$191,800.00. Sent packet via UPS Next Day Air to Mr. Jimmy Wells (Airport Manager) for him to get Mr. Keller's (Board Chairman) signature and hand deliver to Mr. Dyer. I sent an e-mail to Mr. Wells indicating he would receive the packet tomorrow (1/6/09). Sent updated Plat of Survey to Mr. Terry Tappenbeck (IDA) for his files. (Jodi Griffel)

1/7/09 - Letter to Mr. Dyer transmitting Plat of Survey with increased acreage to 28 acres. (Jodi Griffel)

1/8/09 - Received (via Federal Express) an executed Real Estate Purchase Agreement executed by Jim Keller, Board Chairman, and Mr. Phillip L. Dyer. (Jodi Griffel)

1/9/09 - Letter to Mr. Jimmy Wells (Airport Manager) transmitting Plat of Survey, Title Commitment, and Executed Real Estate Sales Agreement, and indicating this parcel is ready for closing. (Jodi Griffel)

1/20/09 - In receipt of Preliminary Title Opinion from Mr. Allen A. Bell, Jr., Assistant State's Attorney. (Jodi Griffel)

2/24/09 - Closing held.

Date of Contact, Remarks and Negotiator's Signature for each entry:

3/3/09 - In receipt of Final Title Opinion from Mr. Allen A. Bell, Jr., Assistant State's Attorney. (Jodi Griffel)

3/6/09 - File closed.

The original signed copy of this form must be submitted to the Illinois Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Springfield, IL 62707-8415, Attn: Land Acquisition. To expedite processing this completed signed form may be scanned and e-mailed to aerolandacq@dot.il.gov or faxed to 217/785-4533.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 1

(To become a part of the project parcel file)

(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA062003	Project: Edgar County Airport
County: Edgar	

Title VI (Non-Discrimination)

☐ Male ☒ Female

Owner(s) Katherine E. Mott, Marian M. Powers and Nina M. Wunderlich

Owner(s) Address c/o Marian M. Powers Ms. Nina Wunderlich

Telephone No.(s)

Interested Parties (Name) Mr. Emerson L. Moore
Attorney at Law

Address(s) Beckett & Webber, P.C.
401 South Main, P.O. ox 348
Tuscola, Illinois 61953-0348

Telephone No.(s) (217) 253-2383

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Negotiator

Date: _____

Signed: _____

Negotiator

☐ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units

☐ N/A

☒ Negotiator's introductory letter and acquisition summary statement prepared.

☐ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____ Signed: _____

Negotiator

Date of settlement and execution of instruments by fee owners

Total settlement amount \$

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered

☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

☐ "Land Acquisition for Public Airports" and "Eminent Domain ..." brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on

Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR

☒ N/A

☐ Or; negotiator accompanied by relocation rep _____, who provided above services

☒ N/A

(1) Date of first personal contact _____; (2) Place _____

(3) Persons present _____

(4) Verbal offer made in the amount of \$ _____; ☐ Written offer (summary statement) presented & explained

(5) Remarks (include counter offers) _____

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 2

(To become a part of the project parcel file)
(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA062003AE	Project: Edgar County Airport
County: Edgar	

Title VI (Non-Discrimination)

☐ Male ☐ Female

Owner(s) Katherine E. Mott, Marian M. Powers and Nina M. Wunderlich

Owner(s) Address

Telephone No.(s) ()

Interested Parties (Name) Mr. Emerson L. Moore
Attorney at Law

Address(s) Beckett & Webber, P.C.
401 South Main, P.O. ox 348
Tuscola, Illinois 61953-0348

Telephone No.(s) (217) 253-2383 () ()

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Negotiator

Date: _____

Signed: _____

Negotiator

☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units

☒ N/A

☐ Negotiator's introductory letter and acquisition summary statement prepared.

☐ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____ Signed: _____

Negotiator

Date of settlement and execution of instruments by fee owners

Total settlement amount \$

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☒ Inability to obtain agreement on compensation offered ☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

9/12/08 Contacted Marian Powers to schedule an appointment to present offer on avigation easement.

☒ "Land Acquisition for Public Airports" and "Eminent Domain ..." brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR ☒ N/A

☐ Or; negotiator accompanied by relocation rep _____, who provided above services ☒ N/A

(1) Date of first personal contact 9/16/08 ; (2) Place Edgar County Airport

(3) Persons present

(4) Verbal offer made in the amount of \$ 1,600.00 ; ☒ Written offer (summary statement) presented & explained

(5) Remarks (include counter offers)

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.

Date of Contact, Remarks and Negotiator's Signature for each entry:

4/5/07 Introductory letter was sent to Katherine E. Mott, Marian M. Powers, and Nina M. Wunderlich at 4 Connelly Court in Paris, Illinois via Certified Mail (no. 7003 0500 0003 5400 0689). (Jodi Griffel)

4/7/07 Certified Mail return receipt received today in the mail indicating that Katherine E. Mott signed for the Certified Mail on April 6, 2007. (Jodi Griffel)

5/11/07 Spoke with Marian Powers. She indicated that all correspondence should be addressed to her and copied to her sister, Nina. She indicated that her father has been deceased for 24 years, and that her mother is in her 80's and not in good health. She would like to shield her mother from anything in regard to this project. She also indicated that her mother is an unwilling seller. (Christina A. Pearce)

9/28/07 Had a message from Nina Wunderlich. Nina indicated she got my message, and would call me back when she had time. (Christina A. Pearce)

10/8/07 Spoke with Marian Powers, and she said I can talk to all three of them, including their mother. She is going to call Nina and call me back with a date and time to meet. (Christina A. Pearce)

11/1/07 Left a message with Nina Wunderlich's husband for Nina to call me so that we could set up a meeting. (Jodi Griffel)

11/5/07 Spoke with Nina Wunderlich. She indicated that she would be unable to meet with us, but that I should contact her sister, Marian Powers, to schedule a date and time to meet her and their mother, Katherine. (Jodi Griffel)

11/5/07 Spoke with Marian Powers tonight. She indicated she would like to meet on November 7, 2007 at noon at the Airport, and that she would bring her mother with her. (Jodi Griffel)

11/7/07 Met with Marian Powers and Kathryn Mott at the Airport today. Terry Lintern and I presented both of them with the offer documents, as well as provided a copy of everything for Nina Wunderlich. Marian indicated she would get Nina's copy to her. Marian has concerns that there is no activity at the Airport, and because of that, she does not see a need for any expansion. Terry Lintern indicated that this project is not for expansion, but instead for safety concerns, per IDA and FAA. Terry indicated that they could get an independent appraisal of their own and counter offer. Terry indicated that we would check with them in 30 days, if we don't hear from them sooner. (Jodi Griffel)

12/28/07 Called Ms. Powers this morning at 8:10 a.m., but received no answer. (Jodi Griffel)

1/2/08 Called Ms. Powers this morning at 9:06 a.m., but received no answer. (Jodi Griffel)

1/7/08 Marian Powers indicated that her attorney, Mr. Emerson Moore, is handling this project for her, and to please correspond with him. She did indicate that she felt the project was not in any way necessary. She said that her attorney asked for the environmental document for the project and, to her knowledge, it has not been produced. I indicated I would talk to Terry Lintern and ask him if and when that was provided to her attorney. She also indicated to me that no one from the Airport had gotten back to her on the fence issue. At our meeting, she indicated that the fence line was so overgrown with trees and brush that her tenant had to relocate the fence line 2 ft in from the original by using a hot wire so his cattle did not get out. I indicated to her that I would ask Jimmie Wells about that again, and that someone would get a response back to her. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

2/20/08 Second Offer Letter and Basis for Computing were mailed Certified Mail (No. 7006 2760 0003 4412 9896) to Ms. Katherine E. Mott, Ms. Marian M. Powers, and Ms. Nina Wunderlich, c/o Mr. Emerson L. Moore. A copy of the letter sent to Mr. Moore was also sent to Ms. Mott, Ms. Powers, and Ms. Wunderlich. All parties were given 10 working days (March 3, 2008) to review the offer. (Jodi Griffel)

2/25/08 Certified Mail No. 7006 2760 0003 4412 9896 to Emerson L. Moore received from U.S. Postal Service. Service was made on 2/21/08 and signed for by Kim Koeste. (Jodi Griffel)

2/28/08 (1:40 p.m.) Called Mr. Emerson Moore in regard to the second offer package that was delivered to him via Certified Mail on 2/21/08. In November 2007, he sent a Freedom of Information Act request to the County Clerk of Edgar County requesting any and all Meeting Minutes and Resolutions wherein the Airport was discussed and decisions in regard to this project were passed. To date, he has not received that information. He has also written to Terry Tappenbeck (IDA) requesting a copy of the appraisal used in determining the value per acre. To date, he has not received the appraisal. I told him I would check on the appraisal with Terry Tappenbeck and get him a copy, as copies were provided to other property owners. Mr. Emerson asked me if I could procure for him copies of Meeting Minutes and/or Resolutions. I told him I did not have that documentation, but I would see if I could get it for him. (I believe Jim Keller was trying to locate this documentation after our meeting on 2/19/08 in the State's Attorney's office.) Mr. Emerson is going to fax me his documentation wherein he requested the above information, and I will try to get that information for him. After we have tackled that request, we will schedule a meeting between the parties. He stated that he would like to have a copy of the Phase I ESA that was prepared for the Mott parcel. I told him I would check with Terry Tappenbeck and Terry Lintern and, if they were ok with me sending this out, I would forward it along. I told him I would check back with him in a couple of days after I have had time to gather information. (Jodi Griffel)

3/6/08 60-Day letter sent via Certified Mail (no. 7006 2760 0003 4412 9988) to Mr. Emerson L. Moore, Beckett & Webber, P.C., 401 S. Main, P.O. Box 348, Tuscola, IL 61953-0348. Copies sent via regular USPS to Katherine Mott, Nina Wunderlich, and Marian Powers. (Jodi Griffel)

3/7/08 Letter sent to Mr. Emerson L. Moore with copies of the Phase I Environmental Site Assessment and Appraisal for the Mott property. (Jodi Griffel)

3/10/08 Certified Mail receipt (no. 7006 2760 0003 4412 9988) to Mr. Emerson L. Moore received today. (Jodi Griffel)

4/8/08 Called Marian Powers and told her about the meeting to be held at the Airport on 04/18/08 at 11:00 a.m. She said she would definitely be there. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

4/18/08 (11:00 a.m.) Meeting held at the Edgar County Airport between representatives of the Illinois Division of Aeronautics (Terry Tappenbeck, Mike Irwin, and Kathy Comrie), Hanson (Terry Lintern, Joe Worley, and Jodi Griffel), and property owners. This meeting was to discuss the project and answer any questions that the property owners may have. It was discussed that the proposed crosswind runway may be able to be shifted to the east. If this shift is approved, this subject property would not be needed. It was decided to talk to the Sponsor and see if they were interested in the shift. (Jodi Griffel)

4/24/08 (8:44 a.m.) Called Marian Powers, and told her that Hanson will be staking the proposed take area on 4/29/08. (Jodi Griffel)

8/28/08 Received Appraisal Review Certification from Phil O'Bryan (Review Appraiser). Value is set at **\$1,600.00**. (Jodi Griffel)

9/12/08 Called Marian Powers to schedule a meeting on 9/16/08 at the Edgar County Airport. Marian said she would be there, and she would also bring her mother. (Jodi Griffel)

9/16/08 Hand delivered an offer letter, Basis for Computing Total Approved Compensation and Offer to Purchase in the amount of \$1,600.00, draft Grant of Avigation Easement, draft Plat of Survey, "Land Acquisition for Public Airports" brochure, and a title commitment to Marian Powers and Katherine Mott. The original offer package was sent via Certified Mail (No. 7000 1670 0010 8988 6836) to Mr. Emerson L. Moore, Beckett & Webber, P.C., 401 South Main, Tuscola, Illinois 61953. A copy of the offer package was sent via Certified Mail (No. 7000 1670 0010 8988 6829) to Katherine E. Mott; Certified Mail (No. 7000 1670 0010 8988 6812) to Marian M. Powers; and Certified Mail (No. 7000 1670 0010 8988 6805) to Nina Wunderlich. Ms. Powers asked if we were proposing to clear cut the ground or top the trees for the easement. I indicated to her the Grant of Avigation Easement is written to clear cut. She indicated that in April, it was indicated to her by Joe Worley (Hanson) that the trees could be topped because the trees were shorter than 50 ft. I indicated to her I was unclear of that conversation, but I would find out an answer and get back with her. She indicated she was going to take pictures of the trees she is talking about and mail copies to me. I told her I would contact her by telephone next week, on or around 9/24/08, and see if she has had a chance to speak with her attorney and make a decision, and that I would be mailing out 60-day letters the end of next week. She said that was fine. (Jodi Griffel)

9/22/08 Received Certified Mail No. 7000 1670 0010 8988 6805 signed for by Nina Wunderlich on 9/19/08; Certified Mail No. 7000 1670 0010 8988 6836 signed for by Jayelyn Jones on 9/18/08; Certified Mail No. 7000 1670 0010 8988 6829 signed for by Katherine Mott on 9/18/08; and Certified Mail No. 7000 1670 0010 8988 6812 signed for by Marian Powers on 9/18/08. (Jodi Griffel)

9/24/08 Contacted Mr. Emerson Moore in regard to the offer package he received on 9/18/09. Mr. Moore indicated he has not had a chance to review the offer with his clients. He did tell me that they will not sign anything until after a public hearing has been held for the Environmental Assessment. I indicated to Mr. Moore that I was aware he had sent a letter to Rodger Anderson (Hanson) requesting a public hearing be held. I told him I would check back with him in a week to see if he had discussed the offer with his clients. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

10/10/08 Sent 60-day letter via Certified Mail (No. 7000 1670 0010 8988 6287) to Mr. Emerson L. Moore, Beckett & Webber, P.C., 401 South Main, Tuscola, IL 61953. Copies sent via Certified Mail to Ms. Katherine E. Mott (7000 1670 0010 8988 6294), Ms. Marian M. Powers (7000 1670 0010 8988 6300), and Ms. Nina Wunderlich (7000 1670 0010 8988 6270). Copies also sent to Terry Tappenbeck and Kathy Comrie (IDA). (Jodi Griffel)

10/16/08 Received Certified Mail Receipt (No. 7000 1670 0010 8988 6270) signed for by Nina Wunderlich on 10/14/08. (Jodi Griffel)

10/17/08 Received Certified Mail Receipt (No. 7000 1670 0010 8988 6300) signed for by John K. Powers on 10/11/08, and Certified Mail Receipt (No. 7000 1670 0010 8988 6287) signed for by Stacey A. Kersey (no date of signature noted). (Jodi Griffel)

10/23/08 Received Certified Mail Receipt (No. 7000 1670 0010 8988 6294) signed for by K. Mott on 10/20/08. (Jodi Griffel)

10/23/08 Received a letter from Emerson Moore (dated 10/21/08. Mr. Moore indicates he has met with his clients, and they are receptive to giving an Avigation Easement; however, he is currently gathering information on how to calculate the value of an Avigation Easement and, after he has concluded his research, he will be sending me a counter offer. He also stated he will be attending the public hearing on 11/12/08 in regard to the Environmental Assessment. (Jodi Griffel)

11/17/08 Spoke with Emerson Moore in regard to the offer. He indicated he has now located an appraiser who knows how to appraise easements. He will be contacting him and getting us a formal counter offer out. I asked if we would have a counter offer by the end of the 60 days (December 8, 2008), and he was hopeful. (Jodi Griffel)

12/11/08 Received a phone call from Emerson Moore this a.m. He indicated to me that he just received word that Katherine Mott passed away yesterday. I indicated to him we would touch base the first full week of January 2009 to give the family time to grieve. (Jodi Griffel)

2/4/09 Called Emerson Moore's office to get an update on the status of this parcel as Katherine Mott had recently passed on. Mr. Moore was with a client, and his secretary took my name and number so he could return the call. (Jodi Griffel)

2/9/09 Called Emerson Moore's office to get an update on the status of this parcel. Spoke with his secretary, Kim. She indicated he was unavailable. She took a message. (Jodi Griffel)

2/10/09 Called Emerson Moore's office to get an update on the status of this parcel. He was unavailable. I left a message asking him to return my call. (Jodi Griffel)

2/10/09 Mr. Emerson Moore returned my calls. He indicated he has received guidance from a local appraiser who has experience in appraising Avigation Easements. He has also contacted his clients, Marian Powers and Nina Wunderlich, in regard to the information he received from the appraiser. He hopes to have a counter offer to me this week. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

2/11/09 Received a phone message (left on 2/10/09) from Emerson Moore. Mr. Moore indicated he spoke with Marian Powers, and she and her sister are getting together this week to decide what they want to do. Mr. Moore indicated Marian Powers and Nina Wunderlich are co-executors of their mother's estate, and Mr. Richard Kash is representing them in the estate matter. Mr. Moore indicated he would be in touch with me in about one week. (Jodi Griffel)

3/17/09 Spoke with Marian Powers this afternoon in regard to this acquisition. She asked if the report from the environmental public meeting held in November 2008 was public information and, if so, she would like a copy. I told her I would check with Rodger Anderson (Hanson) and get back with her. She also mentioned that she has a couple of quotes in regard to replacing the fence on the common property line running east and west (her property and airport property). She indicated (and previously stated) the fence is so bad that her farm tenant had to run an electric fence several ft inside the existing fence so his cattle can't get out. She said the lot line needs to be clear cut on the Airport side BEFORE she and her sister, Nina, make any decisions in regard to this acquisition. I told her I would discuss this with IDA and Jimmy Wells. (Jodi Griffel)

6/10/09 Parcel referred for condemnation.

The original signed copy of this form must be submitted to the Illinois Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Springfield, IL 62707-8415, Attn: Land Acquisition. To expedite processing this completed signed form may be scanned and emailed to aerolandacg@dot.il.gov or faxed to 217/785-4533.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report

(To become a part of the project parcel file)
(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA314001AE	Project: Crosswind Runway
County: Edgar	

Title VI (Non-Discrimination)

☒ Male ☒ Female

Owner(s) State Bank of Chrisman, as Trustee under the provisions of a Trust Agreement dated March 2, 2000,
known as Trust No. 448

Owner(s) Address _____

Telephone No.(s) _____

Interested Parties (Name) Robert A. Cheatham and Carole Cheatham

Address(s) _____

Telephone No.(s) _____

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date: _____

Signed: _____

Negotiator

☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units _____

☒ N/A

☒ Negotiator's introductory letter and acquisition summary statement prepared. (4/5/07)

☐ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date of settlement and execution of instruments by fee owners 2/19/09

Total settlement amount \$ 2,250.00

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered

☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

9/15/08 Called Mr. Cheatham to set up a meeting on 9/16/08.

☒ "Land Acquisition for Public Airports" and "Eminent Domain ... brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on

Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR

☒ N/A

☐ Or, negotiator accompanied by relocation rep _____, who provided above services

☒ N/A

(1) Date of first personal contact 9/16/08; (2) Place Edgar County Airport

(3) Persons present Robert Cheatham, Carole Cheatham and Jodi Griffel

(4) Verbal offer made in the amount of \$ 1,100.00; ☒ Written offer (summary statement) presented & explained

(5) Remarks (include counter-offers) Counter-offer dated 12/11/08.

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.

Date of Contact, Remarks and Negotiator's Signature for each entry:

PARCEL NOTES: This property is commonly referred to as the Cheatham parcel. This property is located at the north end of the proposed crosswind runway. This parcel is needed for an avigation easement only.

3/28/07 - Received (via fax) Chicago Title Insurance Company **Commitment No. 2007-129**, with an effective date of 3/26/07, indicating title is vested in STATE BANK OF CHRISMAN, as Trustee under the provisions of a Trust Agreement dated March 2, 2000, known as Trust No. 448 (PIN: 03-09-31-400-010). (Jodi Griffel)

4/5/07 - **Introductory Letter** addressed to State Bank of Chrisman, Trustee, c/o Robert A. and Carole Cheatham, 15578 East 1625th Road, Paris, IL 61944 sent via Certified Mail (No. 7003 0500 0003 5400 0672). (Jodi Griffel)

4/9/07 - In receipt of Certified Mail Receipt (No. 7003 0500 0003 5400 0672) indicating Introductory Letter was signed for by Robert Cheatham on 4/6/07. (Jodi Griffel)

4/2/08 - Received (via fax) **updated** Chicago Title Insurance Company **Commitment No. 2007-129**, with an effective date of 3/31/08, indicating title is vested in STATE BANK OF CHRISMAN, as Trustee under the provisions of a Trust Agreement, dated March 2, 2000, known as Trust No. 448 (PIN: 03-09-31-400-010). (Jodi Griffel)

6/24/08 - Received **Appraisal Report** prepared by Bradley D. Cunningham dated 6/6/08. Value is set at **\$3,400.00**. (Jodi Griffel)

7/9/08 - Received **Appraisal Review Certification** prepared by Phillip B. O'Bryan, review appraiser, dated 7/5/08. Certified value is **\$1,100.00**. Review documentation for difference in value provided by Mr. O'Bryan. (Jodi Griffel)

7/9/08 - Appraisal Report and Appraisal Review Certification sent to Kathy Comrie (IDA) for review and approval. (Jodi Griffel)

7/16/08 - Received (via fax) **updated** Chicago Title Insurance Company **Commitment No. 2007-129**, with an effective date of 7/11/08, indicating title is vested in STATE BANK OF CHRISMAN, as Trustee under the provisions of a Trust Agreement, dated March 2, 2000, known as Trust No. 448 (PIN: 03-09-31-400-010). (Jodi Griffel)

7/18/08 - Received (via e-mail) a copy of a letter from Kathy Comrie (IDA) to Mr. Jimmy Wells (Airport Manager) approving the \$1,100 avigation easement valuation. Ms. Comrie requests the Board of Edgar County execute the Appraisal Review Certification if they concur with the valuation. (Jodi Griffel)

PARCEL NOTES: 8/1/08 - The offer preparation for the subject parcel is being delayed because there are six other parcels to be acquired for this project. Hanson is currently waiting on appraisals for other parcels. It was decided by Client and Hanson to make a combined trip to Paris, Illinois for presentation of offer packages to all owners on the same day. (Jodi Griffel)

9/3/08 - Received a call from Pat Lintern (Hanson) requesting that I contact the State Bank of Chrisman and get a letter from them stating whether or not the Trust is still an active Trust. Call placed to Felicia Tessman, Trust Administrator, and she faxed a letter stating State Bank of Chrisman Land Trust #448 is an open, active trust. (Jodi Griffel)

9/5/08 - Terry Lintern (Hanson) contacted Mr. Chris Patrick (Airport Advisory Committee) today and indicated that Hanson would not be presenting offers on any of the parcels for at least another week as there are a number of title issues on other parcels. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

9/15/08 - Called Mr. and Mrs. Cheatham to schedule a meeting tomorrow. Spoke with Mr. Cheatham. He indicated they would be there. (Jodi Griffel)

9/16/08 - Hand delivered an **Offer Letter, Basis for Computing Total Approved Compensation and Offer to Purchase** in the amount of \$1,100.00, draft Grant of Avigation Easement, draft Plat of Survey, "Land Acquisition for Public Airports" brochure, and a copy of the most current Title Commitment to Mr. and Mrs. Cheatham. Original offer package was sent via Certified Mail (No. 7000 1670 0010 8988 6874) to State Bank of Chrisman, Trustee, Trust No. 448, 202 West Madison, Chrisman, Illinois 61924, and a copy was sent via Certified Mail (No. 7000 1670 0010 8988 6867) to Mr. and Mrs. Robert Cheatham. Mr. Cheatham wants to know who pays for the fence to be re-erected after the property has been clear cut, and I indicated I was unsure, but would find out and get back to him. He also wanted to know if a plane crashes on his property after the easement is given, if he is liable. I again indicated I was unsure. I indicated I assumed his liability would be the same as before the easement, but I would check into it. I told them I would contact them by telephone next week, on or around 9/24/08, and see if they have made a decision, and that I would be mailing out 60-day letters the end of next week. Mrs. Cheatham said they would be out-of-town until 10/1/08. I indicated I would call them after that. Mrs. Cheatham said they had a friend that was an appraiser, and they wanted him to look over the appraisal, and they also wanted a chance to meet with their attorney. (Jodi Griffel)

9/22/08 - Received Certified Mail Receipt (No. 7000 1670 0010 8988 6867) signed for by Robert A. Cheatham on 9/18/08, and Certified Mail Receipt (No. 7000 1670 0010 8988 6874) signed for by Pam Kresin on 9/18/08. (Jodi Griffel)

10/10/08 - **60-day letter** sent via Certified Mail (No. 7000 1670 0010 8988 6713) to State Bank of Chrisman, Trustee, Trust No. 448, 202 West Madison, Chrisman, IL 61924. A copy was sent via Certified Mail (No. 7000 1670 0010 8988 6706) to Mr. and Mrs. Robert Cheatham. (Jodi Griffel)

10/10/08 - Called Mr. and Mrs. Cheatham in regard to the offer presented. They were not home. I left a message. (Jodi Griffel)

10/13/08 - Mr. Cheatham returned my telephone call from Friday. He indicated he and his wife have a meeting on Thursday (10/16/08) to discuss the offer. The appraisal value of this property was \$3,400, but the certified value (offer amount) was \$1,100. Mr. Cheatham asked if he could send me a letter asking for the difference between the two. I told him to send me something in writing, and I would see what I could do. Mr. Cheatham said he would be in touch Friday or the beginning of next week. (Jodi Griffel)

10/16/08 - Received Certified Mail Receipt (No. 7000 1670 0010 8988 6706) signed for by Carole Cheatham on 10/11/08, and Certified Mail Receipt (No. 7000 1670 0010 8988 6713) signed for by Mary M. Hell on 10/11/08. (Jodi Griffel)

10/24/08 - Received a message from Mr. Cheatham indicating he and his wife have met with the bank and have decided they would be willing to sell; however, since the appraisal amount was higher than the certified review amount, they would like to split the difference. He indicated he would send a formal letter to me. (Jodi Griffel)

11/3/08 - Called Mr. Cheatham because I have not received a letter from them to date. I reached Mrs. Cheatham, and she indicated she has a letter written, but will not be sending it to me until after the public hearing on 11/12/08. She indicated she and her husband were willing sellers, but they had to keep face with their neighbors. (Jodi Griffel)

11/28/08 - Received a **counter-offer letter** from Mr. and Mrs. Cheatham indicating they would accept an offer of **\$2,250**. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

12/1/08 - Scanned and e-mailed counter-offer letter to Kathy Comrie (IDA) and Terry Tappenbeck (IDA) requesting they review and provide comments. Received a reply e-mail from them stating "The Division recommends that the sponsor accept the counter-offer of \$2,250 by Mr. & Mrs. Cheatham." (Jodi Griffel)

12/1/08 - **Administrative Settlement Letter** sent via Certified Mail (No. 7007 2560 0003 1609 0842) addressed to State Bank of Chrisman, Trustee, Trust No. 448, 202 West Madison, Chrisman, IL 61924. Said letter accepts the counter-offer amount of \$2,250 and asked for signature showing acceptance. A copy of said letter was sent via Certified Mail (No. 7007 2560 0003 1609 0859) to Mr. and Mrs. Robert Cheatham. (Jodi Griffel)

12/3/08 - Received (via fax) a copy of the Trust Agreement from State Bank of Chrisman. (Jodi Griffel)

12/17/08 - Received Certified Mail Receipt (No. 7007 2560 0003 1609 0842) signed for by Deb Baker on 12/16/08. Also Received Certified Mail Receipt (No. 7007 2560 0003 1609 0859) signed for by Robert Cheatham on 12/16/08. (Jodi Griffel)

12/24/08 - In receipt of executed Administrative Settlement Letter from State Bank of Chrisman. (Jodi Griffel)

12/30/08 - Letter sent to Mr. Jimmy Wells (Airport Manager) transmitting Plat of Survey, Title Commitment, Administrative Settlement Letter, and Avigation Easement. Letter indicates closing can now be scheduled. (Jodi Griffel)

1/8/09 - Received a copy of the Preliminary Title Opinion from Mr. Allen A. Bell, Jr., Assistant State's Attorney. (Jodi Griffel)

2/19/09 - Closing held. (Jodi Griffel)

2/24/09 - In receipt of Final Title Opinion from Mr. Allen A. Bell, Jr., Assistant State's Attorney. A copy of said Opinion was forwarded (via fax) to Kathy Comrie (IDA). (Jodi Griffel)

3/6/09 - File closed.

The original signed copy of this form must be submitted to the Illinois Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Springfield, IL 62707-8415, Attn: Land Acquisition. To expedite processing this completed signed form may be scanned and e-mailed to aerolandacq@dot.il.gov or faxed to 217/785-4533.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 1

(To become a part of the project parcel file)

(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA062001	Project: Edgar County Airport
County: Edgar	

Title VI (Non-Discrimination)

☒ Male ☐ Female

Owner(s) T. Bradley Tucker (a/k/a Brad Tucker)

Owner(s) Address

Telephone No.(s) 1-247-233

Interested Parties (Name)

Address(s)

Telephone No.(s) () () ()

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Negotiator

Date: _____

Signed: _____

Negotiator

☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units

☒ N/A

☒ Negotiator's introductory letter and acquisition summary statement prepared.

☐ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____ Signed: _____

Negotiator

Date of settlement and execution of instruments by fee owners

Total settlement amount \$

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered

☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

11/1/07

☒ "Land Acquisition for Public Airports" and "Eminent Domain ... brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR

☒ N/A

☐ Or; negotiator accompanied by relocation rep _____, who provided above services

☒ N/A

(1) Date of first personal contact 11/7/07 ; (2) Place Edgar County Airport

(3) Persons present Brad Tucker (owner), Terry Lintern (Hanson) and Jodi Griffel (Hanson)

(4) Verbal offer made in the amount of \$ 20,600.00 ; ☒ Written offer (summary statement) presented & explained

(5) Remarks (include counter offers)

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 2

(To become a part of the project parcel file)
(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA062001AE	Project: Edgar County Airport
County: Edgar	

Title VI (Non-Discrimination)

☒ Male ☐ Female

Owner(s) T. Bradley Tucker (a/k/a Brad Tucker)

Owner(s) Address

Telephone No.(s)

Interested Parties (Name)

Address(s)

Telephone No.(s) () () ()

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

- That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
- That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date: _____

Signed: _____

Negotiator

☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units

☒ N/A

☒ Negotiator's introductory letter and acquisition summary statement prepared.

☒ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

- That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
- That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date of settlement and execution of instruments by fee owners 2/19/09

Total settlement amount \$ 55,825.00

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered

☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

9/12/08-Called Mr. Tucker to schedule date and time to present new offer.

☒ "Land Acquisition for Public Airports" and "Eminent Domain ..." brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR ☒ N/A

☐ Or; negotiator accompanied by relocation rep _____, who provided above services ☒ N/A

(1) Date of first personal contact 9/16/08 ; (2) Place Edgar County Airport

(3) Persons present Brad Tucker and Jodi Griffel

(4) Verbal offer made in the amount of \$ 12,600.00 ; ☒ Written offer (summary statement) presented & explained

(5) Remarks (include counter offers)

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.

Date of Contact, Remarks and Negotiator's Signature for each entry:

3/29/07 - **Title Commitment** (No. 2007-127) received from Chicago Title Insurance Company. Title commitment has an effective date of 3/21/07, and indicates title is vested in T. Bradley Tucker. (Jodi Griffel)

4/5/07 - **Introductory letter** mailed to Mr. Tucker today by Certified Mail (No. 7003 0500 0003 5400 0696). (Jodi Griffel)

4/10/07 - Certified Mail Receipt (No. 7003 0500 0003 5400 0696) was received today in the mail showing that Lisa Tucker signed for the introductory letter on 4/9/07. (Jodi Griffel)

5/29/07 - **Appraisal Report** prepared by Bradley D. Cunningham indicates value of property to be **\$15,500.00**. (Jodi Griffel)

7/27/07 - **Appraisal Review Certification** prepared by Phillip B. O'Bryan indicates certified value of property to be \$19,000.00. (Jodi Griffel)

10/8/07 - Talked to Mr. Tucker's wife, Lisa. He is in the field, and she provided his cell phone number. I mentioned I could meet him in the field. (Christina A. Pearce)

11/1/07 - I called Mr. Tucker's home and spoke with his wife, Lisa. She gave me his cell number, and directed me to call him on that. I in turn called him on his cell so that I could schedule a meeting. He indicated Terry Lintern should call him after Mr. Lintern's meeting at the Airport is over, and he would make arrangements to meet at that time. He wanted me to tell him the amount of the offer over the phone today, and I indicated to him that the paperwork was not final at this time, so I could not do that. He indicated that "it doesn't matter because whatever the Airport offers will not be enough." I indicated that Mr. Lintern would call him when his meeting was over. (Jodi Griffel)

11/4/07 - **Appraisal Review Certification** prepared by Phillip B. O'Bryan indicates certified value of property to be \$20,600.00. (Jodi Griffel)

11/5/07 - I spoke with Mr. Tucker this p.m. I indicated to him that we would have to cancel our meeting for 11/6/07. We rescheduled for 11/7/07 at 1:00 p.m. We will meet at the Airport. (Jodi Griffel)

11/7/07 - Terry Lintern and I met with Mr. Tucker today at the Airport and personally presented an **Offer Letter** and **Summary of Acquisition and Offer to Purchase** in the amount of \$20,600.00. He looked everything over, and indicated that he thought his property was worth much more than the presented offer. Mr. Lintern indicated that he could provide a counter, but he would need an independent appraisal of his own as support. Mr. Tucker had concerns of selling off pieces of prime hunting ground. He said he would get back to us. Mr. Lintern indicated we would call him in 30 days if we don't hear from him first. (Jodi Griffel)

12/20/07 - Called Mr. Tucker today. He indicated he is in communication with his local Congressman, airport officials, and County Board members about this project. He is not accepting the offer until he gets more information from these people. (Jodi Griffel)

1/10/08 - Spoke with Mr. Tucker today. Jimmy Wells (Airport Manager) wanted me to convey to Mr. Tucker that if a sale took place on this property, the Airport would allow Mr. Tucker one year from the date of closing to remove any timber that he wanted from the property. The Airport would also allow Mr. Tucker hunting rights on the subject. I also asked Mr. Tucker if he would be interested in giving us a written counter offer for a price per acre he feels his property is worth. Mr. Tucker indicated that he had a lot of unanswered questions in regard to this project, and that he was currently talking to County Board members to get those questions answered. He indicated that he would not be in a position to do anything for a couple of weeks, and that I should call him back after that time. I indicated that I would call him in a couple of weeks to find out his status. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

2/12/08 - Letter from Philip B. O'Bryan indicating he has reviewed the market activity in northern Edgar County, and he finds \$5,200 per acre is the estimate of value for the subject property. (Jodi Griffel)

2/13/08 - I spoke with Mr. Tucker today. I told him that Terry Lintern and I were going to be in Paris, Illinois on 2/19/08, and we would like to meet with him to present a revised offer package. He indicated that he would meet us at 11:30 a.m. at the Airport. (Jodi Griffel)

2/19/08 - Meeting held today between Brad Tucker, Terry Lintern, Patricia Lintern, and Jodi Griffel at the Airport. Presented to Mr. Tucker were an **Offer Letter** and **Basis for Computing Total Approved Compensation and Offer to Purchase** in the amount of \$22,660.00. Mr. Tucker asked if instead of buying his property, could the Airport swap ground that they already own with him. Mr. Lintern indicated to Mr. Tucker that he would check into this; however, if the property that the Airport currently owns was purchased with funds provided by FAA, they would not be able to transfer title without first obtaining a land release (which takes a lot of time). Mr. Tucker said he understood, but wanted Mr. Lintern to check into it. Mr. Lintern checked with Chris Patrick (Airport Advisory Committee Member), and Mr. Patrick confirmed that the property Mr. Tucker is inquiring about was purchased with funds provided by the FAA. Mr. Lintern indicated he would convey this information to Mr. Tucker. (Jodi Griffel)

2/28/08 - Contacted Mr. Tucker, and he indicated he has not made a decision one way or the other at this time. He has met with members of the County Board, and he doesn't think they are up to proceeding with condemnation proceedings. He is under the impression that the previous Board approved this project, and that the current Board doesn't want to take it to condemnation because they don't want it to become a "public issue." Mr. Tucker told me he still wanted to talk to a couple more Board members before making a decision. I reminded him that we would be sending out 60-day letters on Monday. I also told him that I was authorized to offer him 10 percent more per acre, which would bring his offer up to \$24,923.00. He told me he would take that amount into consideration, but it was really not "about the money". I told him he would receive the 60-day letter next week, and that Mr. Lintern or I would be in contact with him. (Jodi Griffel)

3/5/08 - Received a telephone message from Mr. Tucker indicating that he will be sending us a formal written counter offer in the next couple of days. (Jodi Griffel)

3/6/08 - **60-Day Letter** sent via Certified Mail (No. 7006 2760 0003 4412 9995) to Mr. Tucker. (Jodi Griffel)

3/13/08 - Certified Mail Receipt (No. 7006 2760 0003 4412 9995) received indicating 60-day letter was signed for by Lisa G. Tucker on 3/8/08. (Jodi Griffel)

3/21/08 - A meeting was held today at Hanson's Springfield office between representatives from the Illinois Division of Aeronautics, Edgar County Airport, and Hanson to discuss this project. The Division of Aeronautics discussed taking the subject property as an aviation easement instead of fee simple. Joe Worley indicated that would not be feasible as an easement would be very restrictive. Chris Patrick indicated that the Airport did not have the necessary funds available to maintain the topping of trees on a yearly basis. (Jodi Griffel)

4/3/08 - I spoke to Mr. Tucker this a.m. about the counter offer he was going to send to me. He indicated that he has spoken with Mike Irwin at the Illinois Division of Aeronautics in regard to this project. Mr. Irwin suggested that we have a meeting in Paris, Illinois between all property owners, representatives from the Division, and Hanson to discuss this project. Mr. Tucker was very receptive to that. I told him I would try to schedule something for the week of April 14, 2008. He said he would get in contact with the property owners after I gave him a date and time. Called Mr. Tucker back this p.m. to let him know I have set up the meeting for 4/18/08 at 11:00 a.m. at the Airport, and that I would contact the other property owners about the date and time. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

4/18/08 - Meeting held at the Edgar County Airport between representatives of the Illinois Division of Aeronautics (Terry Tappenbeck, Mike Irwin, and Kathy Comrie), Hanson (Terry Lintern, Joe Worley, and Jodi Griffel) and property owners. This meeting was to discuss the project and answer any questions that the property owners had. It was discussed that the proposed crosswind runway may be able to be shifted to the east. If this shift is approved, the Board would need to acquire more acreage from this owner than what was originally needed. It was decided to talk to the Sponsor and see if they were interested in the shift. (Jodi Griffel)

4/18/08 - Received a call from Joe Worley. Joe talked to Chris Patrick (Airport Advisory Committee Member) in regard to shifting the crosswind runway to the east; however, Mr. Patrick indicated the Board did not want to do this because it would cost the project more time and money. Joe Worley indicated to me that we should proceed as we have been on this project. (Jodi Griffel)

4/24/08 - Called Mr. Tucker and told him that Hanson will be staking the proposed take area on 4/29/08. (Jodi Griffel)

6/16/08 - New appraisal for proposed avigation easement received from Cunningham, Inc. Valuation is dated 6/6/08 and is set at **\$19,900.00**. (Jodi Griffel)

7/16/08 - **Title** Commitment No. 2007-127 received from Chicago Title Insurance Company. Commitment has an effective date of 7/11/08, and indicates title is vested in T. Bradley Tucker. (Jodi Griffel)

8/28/08 - Received Appraisal Review Certification from Phil O'Bryan (Review Appraiser). Value is set at **\$12,600.00**. Document forwarded to Kathy Comrie (IDA) for review and approval. (Jodi Griffel)

8/29/08 - Received a letter from Kathy Comrie (IDA) to Jimmy Wells (Airport Manager) approving the appraisal and review for the subject property. Ms. Comrie asks Mr. Wells to have the appraisal executed and a copy forwarded to her and Hanson. (Jodi Griffel)

9/12/08 - Called Brad Tucker to schedule a meeting on 9/16/08 at the Edgar County Airport. Mr. Tucker said he would be there. (Jodi Griffel)

9/16/08 - **Offer Letter, Basis for Computing Total Approved Compensation and Offer to Purchase** in the amount of \$12,600.00, draft Grant of Avigation Easement, draft Plat of Survey, "Land Acquisition for Public Airports" brochure, and a Title Commitment presented to Brad Tucker. Mr. Tucker indicated he would like to have a blown up version of the Plat sent to him. I told him I would get it in the mail. I told him I would contact him by telephone on or around 9/24/08 and inquire if he has made a decision, and that I would be mailing out 60-day letters at the end of next week. He said that was fine. (Jodi Griffel)

9/17/08 - A larger version of the Plat of Survey was sent via USPS to Mr. Tucker. (Jodi Griffel)

9/24/08 - I called Mr. Tucker to see if he has made a decision in regard to the offer of \$12,600. Mr. Tucker stated he would not sign anything until after the public hearing has been held. He indicated he would most likely be sending a counter offer after the public hearing. I told him I would contact him again after the meeting has been held, which I anticipate being the end of October 2008. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

10/10/08 - **60-Day Letter** sent via Certified Mail (No. 7000 1670 0010 8988 6676) to Mr. T. Bradley Tucker. (Jodi Griffel)

10/16/08 - Received Certified Mail Receipt (No. 7000 1670 0010 8988 6676) signed for by Lisa Tucker on 10/11/08. (Jodi Griffel)

11/14/08 - Called Mr. Tucker to get an update on his position in regard to the latest offer (easement). Received no answer. (Jodi Griffel)

11/14/08 - Called Mr. Tucker, but received no answer. (Jodi Griffel)

11/14/08 - Mr. Tucker called me today. He indicated to me that he will be sending me (next week) a letter stating his counter offer amount. He also stated that he will not sign any paperwork until the Board votes on this project again. He's not sure the Board will vote to go ahead and condemn this time, but he will negotiate with us in case they do. I told him thanks for being honest. I also indicated that I would be talking to Jim Keller about the Board voting on condemnation of the properties sometime next week. (Jodi Griffel)

12/1/08 - I received a phone call this a.m. from Jimmy Wells (Airport Manager) and Chris Patrick (Airport Advisory Board) in regard to this property. Mr. Wells indicated he has spoken with Brad Tucker, and Mr. Tucker is willing to sell the subject property in a 10-acre tract for \$5,500/acre. Mr. Wells indicated he has spoken with Kathy Comrie (IDA) about this, and Kathy said IDA could probably only justify a portion of that 10-acre tract. Mr. Wells indicated Edgar County would be able to pick up the difference because they have an anonymous donor that will give them the money for the rest. I told him I would speak with Kathy Comrie in regard to this. (Jodi Griffel)

12/1/08 - I spoke with Kathy Comrie (IDA) and Terry Tappenbeck (IDA) in regard to the above entry. They would like to have a formal counter offer in writing from Mr. Tucker which provides some justification for the \$5,500/acre. I indicated I would contact Mr. Tucker about this. (Jodi Griffel)

12/1/08 - I called Brad Tucker in regard to the \$5,500/acre price. He indicated he would sell a 10-acre tract for \$5,500/acre. I asked if he could provide me with that in writing, along with justification of the price (i.e., recent sale in the area). He indicated he wanted that amount because he was purchasing another parcel in the area at slightly higher than the \$5,500/acre price, and he wanted to do a 1031 Exchange. He said he would type up a letter and fax it to me tomorrow or Wednesday. (Jodi Griffel)

12/3/08 - Received, via fax, a letter from Brad Tucker indicating he will sell in fee simple 10.15 acres for \$5,500/acre. The total amount to him would be \$55,825. I forwarded the letter to Terry Tappenbeck (IDA) and Kathy Comrie (IDA) for their review and consideration. (Jodi Griffel)

12/4/08 - Received a call from Terry Tappenbeck (IDA) asking me to look up the last offer for fee simple that was made to Mr. Tucker. That offer was made in February 2008 in the amount of \$22,600 (9.352 acres). The price per acre was \$2,423. I sent an e-mail to Terry Tappenbeck stating same. (Jodi Griffel)

12/9/08 - Received a letter from Terry Tappenbeck (IDA) indicating IDA will support a settlement amount of \$30,450.00 (\$3,000/acre) for the subject parcel. I called Jimmy Wells (Edgar County Airport) and indicated same. I indicated to Jimmy that only \$30,450.00 of the \$55,825 would be eligible for reimbursement through IDA, and the remaining amount (\$25,375) would be money the County would need to expend to purchase the subject. I indicated to Jimmy that I would be sending him a letter, via e-mail, explaining this, and if the County accepts this, he should respond to me in writing so I can proceed with contacting Mr. Tucker. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

12/12/08 - Received a letter from Jim Keller, Chairman Edgar County Board, indicating that Mr. Tucker's counter offer in the amount of \$55,825 is acceptable to the Board. (Jodi Griffel)

12/15/08 - I spoke with Brad Tucker this a.m., and indicated to him the County Board has accepted his counter offer in the amount of \$55,825. I told him I would be sending documents in the mail that will need to be signed by him. He stated he will take the documents to his attorney for review, and he will get them back to me soon. (Jodi Griffel)

12/16/08 - Prepared a draft Real Estate Purchase Agreement and sent it to Jimmy Wells (Airport Manager) for signature by Jim Keller (Board Chairman) and hand delivery to Mr. Tucker. (Jodi Griffel)

12/22/08 - In receipt of signed Real Estate Sales Agreement from Mr. Jimmy Wells (Airport Manager). (Jodi Griffel)

12/24/08 - In receipt of executed Real Estate Purchase Agreement. Copy scanned and sent, via e-mail, to Kathy Comrie (IDA) for her records. (Jodi Griffel)

12/30/08 - Letter to Mr. Jimmy Wells (Airport Manager) transmitting the Plat of Survey, Title Commitment dated 7/11/08, and executed Real Estate Sales Agreement asking Mr. Wells to coordinate the closing with Mr. Allen A. Bell, Jr., Assistant State's Attorney. (Jodi Griffel)

1/13/09 - In receipt of a copy of the Preliminary Title Opinion from Mr. Allen A. Bell, Jr., Assistant State's Attorney. (Jodi Griffel)

2/19/09 - Closing held. (Jodi Griffel)

2/26/09 - In receipt of a copy of the Final Title Opinion from Mr. Allen A. Bell, Jr., Assistant State's Attorney. Copy sent to Kathy Comrie (IDA). (Jodi Griffel)

3/2/09 - File closed.



**Illinois Department
of Transportation**
Division of Aeronautics

Negotiator's Report-OFFER 1
(To become a part of the project parcel file)
(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA064002	Project: Crosswind Runway
County: Edgar	

Title VI (Non-Discrimination)

☐ Male ☒ Female

Owner(s) Mary Lou Wright, Ada Gertrude Varner and Jane Adams, as Tenants in Common
subject to life estate of Charity S. Wiese

Owner(s) Address

4
(Mary Lou Wright's Address) (Ada Varner's Address) (Jane Adams' Address)

Telephone No.(s) (217) 466-0905 (Mary Lou's No.)

Interested Parties (Name) Mr. Larry Jones (attorney)

Address(s)

Telephone No.(s) (217) 465-7525

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Negotiator

Date: _____

Signed: _____

Negotiator

- ☐ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.
- ☐ Owner-occupant displaced; status (individual, family business, farm operation) ☒ N/A
- ☐ Letter of notification of relocation assistance and payments to owner-occupant ☒ N/A
- ☐ Tenant-occupant displaced; status (individual, family business, farm operation) ☐ N/A
- ☒ Negotiator's introductory letter and acquisition summary statement prepared. ☐ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____ Signed: _____

Negotiator

Date of settlement and execution of instruments by fee owners

Total settlement amount \$ _____

Warrant to be forwarded to payees at following address: _____

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered ☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

- ☐ "Land Acquisition for Public Airports" and "Eminent Domain ... "brochures and conveyance documents presented and explained.
- ☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR ☒ N/A
- ☐ Or; negotiator accompanied by relocation rep _____, who provided above services ☒ N/A
- (1) Date of first personal contact _____; (2) Place _____
- (3) Persons present _____
- (4) Verbal offer made in the amount of \$ _____; ☐ Written offer (summary statement) presented & explained
- (5) Remarks (include counter offers) _____

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.



Illinois Department of Transportation

Division of Aeronautics

Negotiator's Report-OFFER 2

(To become a part of the project parcel file)
(Entries for preceding week to be made
not later than the following Monday)

Parcel No. 023EDGA064002AE	Project: Crosswind Runway
County: Edgar	

Title VI (Non-Discrimination)

☐ Male ☒ Female

Owner(s) Mary Lou Wright, Ada Gertrude Varner and Jane Adams, as Tenants in Common
subject to life estate of Charity S. Wiese

Owner(s) Address

(Mary Lou Wright's Address)

(Ada Varner's Address)

(Jane Adams' Address)

Telephone No.(s)

Interested Parties (Name) Mr. Larry B. Jones (Attorney)

Address(s) Jones & Jones Law Office, P.C.

P.O. Box 8

Paris, IL 61944

Telephone No.(s) (217) 465-7525

(217) 465-2230 (FAX)

PRIOR TO FIRST CONTACT WITH OWNER:

The undersigned hereby certifies:

1. That he/she understand that the parcels are to be secured for use in connection with a federal-aid or state aeronautics project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date: _____

Signed: _____

Negotiator

☒ Later - date title report ordered if current report is more than 90 (120 if compensation is \$2500 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation)

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation)

No. of units

☒ N/A

☒ Negotiator's introductory letter and acquisition summary statement prepared.

☒ Neighborhood and site inspection

AFTER NEGOTIATIONS CONCLUDED:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owners; and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Date: _____

Signed: _____

Jodi A. Griffel, Negotiator

Date of settlement and execution of instruments by fee owners

Total settlement amount \$

Warrant to be forwarded to payees at following address:

If referred for condemnation, date referred: 3/2/09

Reason: ☒ Inability to obtain agreement on compensation offered

☐ Offer acceptable - unable to obtain clear title to parcel

ON FIRST CONTACT WITH OWNER:

Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first PERSONAL negotiating contact:

9/15/08

☒ "Land Acquisition for Public Airports" and "Eminent Domain ..." brochures and conveyance documents presented and explained.

☐ "Relocation ... Program" letter presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on

Relocation Unit Record (BRW 333) - ALL BY NEGOTIATOR

☒ N/A

☐ Or; negotiator accompanied by relocation rep _____, who provided above services

☒ N/A

(1) Date of first personal contact 9/16/08 ; (2) Place Edgar County Airport

(3) Persons present Mary Lou Wright, Ada Gertrude Varner, Jennifer (Mary Lou's Niece), and Jodi Griffel

(4) Verbal offer made in the amount of \$ 2,600.00 ; ☒ Written offer (summary statement) presented & explained

(5) Remarks (include counter offers) Counter offer received via fax from Larry B. Jones, Attorney, on 2/10/09.

Note: ALL SUBSEQUENT CONTACT ENTRIES SHOULD ALSO INCLUDE ITEMS (1), (2), (3), (4) AND (5) ABOVE (WHEN APPROPRIATE).
NEGOTIATOR MUST SIGN NAME OR INITIAL AFTER EACH CONTACT ENTRY.

Date of Contact, Remarks and Negotiator's Signature for each entry:

4/5/07 – Introductory letter was sent today via Certified Mail (No. 7003 0500 0003 5400 0702) to Mary Lou Wright. (Jodi Griffel)

4/7/07 – Received Certified Mail Return Receipt (No. 7003 0500 0003 5400 0702) back today indicating that Mary Lou Wright signed on 4/6/07. (Jodi Griffel)

10/9/07 – Called to set up a date and time to present offer. No one home and no answering machine. Will try back. (Christina A. Pearce)

11/2/07 – Spoke with Mary Lou Wright this morning. I have set up a meeting with her for 11/6/07 at 10:00 a.m. She indicated that she had an afternoon engagement on November 5, 2007, but that if it got over before 7 p.m., she would call me on my cell, and Terry Lintern and I could meet with her in the evening on 11/6/07. (Jodi Griffel)

11/5/07 – Spoke with Mary Lou Wright this evening. I cancelled our meeting for 11/6/07 at 10:00 am. and rescheduled for 11/7/07 at 3:30 p.m. (Jodi Griffel)

11/7/07 – Met with Mary Lou Wright at her home. Terry Lintern gave her a packet containing the Land Owner's Guide pamphlet, as well as the **Offer Letter** and **Summary of Acquisition and Offer to Purchase**. Ms. Wright indicated that her property was not for sale and that the Airport did not need it because there was "nothing going on over there." Terry Lintern indicated to her that this acquisition was for a crosswind runway, which is a safety issue, not an expansion for the Airport. Mr. Lintern discussed the possibility of Mr. Chris Patrick trading property with her, and she indicated she did not want to do this because her ground was better than his ground. About half-way through the meeting, Mary Lou Wright's niece, Jennifer, came in. Jennifer is a local realtor, and her husband is a surveyor. A copy of the paperwork was given to Jennifer for her to look over. She indicated that she was going to pull some more current sales. Ms. Wright indicated she would most likely contact Terry Tappenbeck to request a copy of the appraisal, and that they would probably be getting their own appraisal. Terry Lintern advised her that if we had not heard from her within 30 days, we would be in touch. (Jodi Griffel)

12/21/07 - Called Mary Lou Wright's home today at 9:40 a.m. Her sister, Gerdie, answered the telephone, and indicated she would return within the hour. I introduced myself, and indicated that I would call back at a later time. (Jodi Griffel)

12/27/07 - Called Mary Lou Wright today at 1:00 p.m., but received no answer. (Jodi Griffel)

12/28/07 - Called Mary Lou Wright today at 8:05 a.m., but received no answer. (Jodi Griffel)

1/2/08 - Called Mary Lou Wright today at 9:04 a.m., but received no answer. (Jodi Griffel)

1/7/08 - Called Mary Lou Wright today at 2:01 p.m., but received no answer. (Jodi Griffel)

1/9/08 - Called Mary Lou Wright and asked if she and her sisters had made any decisions in regard to this acquisition. She indicated she was not interested in negotiating with the Airport unless they were willing to re-appraise the property and offer a higher value as she was aware that land in the area was selling at an escalated amount. She indicated that some nearby property has recently been sold at the price of \$5,700/acre. She also said she really would not have a problem selling her land to the Airport if she thought the project was needed, but she feels this project would be a waste of taxpayer's money. She indicated that the County Board has made major budget cuts, and she is worried that the Airport won't have funds available to properly maintain the new runway if it were built. I indicated to her that we were having our review appraiser, Phil O'Bryan, pull some more recent land sales in the area and determine if a higher offer should be made. She indicated she would be more than happy to hear from us again if we had a higher offer. I told her I would get in touch with her when I had more information to provide. She said that would be fine. She indicated she would be out-of-town until after the Martin Luther King holiday. I told her we would be in touch after that time. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

1/10/07 - Called Mary Lou Wright today at 4:45 p.m. I asked her if she would consider giving us a written counter offer for a larger amount, referencing the \$5,700 per acre sale as a comparable. Mary Lou indicated that she would discuss this with her mother and sisters, and for me to get back with her after the Martin Luther King holiday. She also indicated that her family would make no decisions until she had talked to some of the County Board members in regard to maintenance of the new crosswind runway after it is built. I told Mary Lou I would be in touch after the holiday to get her response. (Jodi Griffel)

2/13/08 - I spoke with Mary Lou Wright today, and asked her if Terry Lintern and I could meet with her on 02/19/08 to present her with a Revised Offer Package. She told me to come on over to her house after we met with Brad Tucker. I told her to expect us around 11:45 a.m. She said she would be waiting. (Jodi Griffel)

2/14/08 - **FILE ENTRY:** Reviewed title, deed to property, and previous offer documents. Title and deed indicate a life interest in the property held by Charity Wiese during the term of her natural life. As such, Ms. Wiese has a vested interest in the property until her death. The daughters do not have clear title and cannot convey until Ms. Wiese's demise. It is our understanding that Ms. Wiese currently resides in a [local] nursing home. The daughters have not provided Power of Attorney documents permitting them to discuss/act on their mother's behalf. Original offer documents provided notice to the daughters, but not the mother. (Patricia Lintern)

2/18/08 - Spoke with Mary Lou Wright. I asked her if I could have her two sister's mailing addresses, as we needed to send them any and all paperwork also. She indicated to me that she didn't know their addresses off the top of her head, and to just give her their copies, and she would make sure they got them, as they will all sit down with their mother to discuss any new offer. She indicated that her sister, Ada Varner, is currently in Florida, and will not be back until the end of March 2008. I also asked her if she had Power of Attorney over her mother's legal affairs, and she indicated that she did. I asked her if I could get a copy of that document faxed to me. She said no, but that she would try to find it, and possibly give me a copy tomorrow when we are there. She said she had a meeting pop up, and she didn't know if she would be back tomorrow by our scheduled 12:00 p.m. meeting. I gave her my cell number (217-899-4752), and I asked her to call me when she returned to her home and was ready to meet. She said she would. (Jodi Griffel)

2/19/08 (12:30 p.m.) - Meeting held today between Mary Lou Wright, Ada Varner, Jennifer (Mary Lou's niece), Terry Lintern, Patricia Lintern, and Jodi Griffel at Mary Lou Wright's home. The purpose of the meeting was to get a copy of a Power of Attorney from Charity Wiese to Mary Lou Wright. Hanson needed a copy of this document for review to make sure all parties are correctly notified of this proposed transaction. Patricia Lintern explained to all parties that Hanson was not exactly sure who had title to the property, as her mother (Charity) gave Mary Lou and her two sisters a Warranty Deed, but reserved a life estate in the property. Patricia indicated that in some states, when you give a Warranty Deed, you convey rights, which would mean that Mary Lou, Ada, and Jane owned the property, but could not convey until their mother had passed. Patricia indicated that Hanson was having an attorney check into this. Terry Lintern verbally offered Mary Lou and Ada \$71,339.00 for the 13.719 acres they own. Terry Lintern indicated that Hanson would be sending out a 2nd offer letter next week, and that they would have 10 working days to review the offer. If Hanson has not heard from them within the 10 working days, we will issue a 60-day letter. All parties said they understood the process. Mary Lou asked if we could get her a bigger print out of the Exhibit A map, and Jodi Griffel told her she would get that printed and in the mail. (Jodi Griffel)

2/21/08 - 2nd Offer Letter and Basis for Computing were sent to Jimmy Wells at the Edgar County Airport for signature. Jimmy Wells will return signed documents to Hanson for distribution to property owners on Monday, February 25, 2008. (Jodi Griffel)

2/25/08 - Received executed 2nd Offer Letter and Basis for Computing from Jimmy Wells. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

2/25/08 - **2nd Offer Letter and Basis for Computing** were mailed via Certified Mail (No. 7006 2760 0003 4412 9926) to Ms. Charity Jane Wiese, Ms. Mary Lou Wright, Ms. Ada Gertrude Varner, and Mrs. Jane Adams, c/o Ms. Mary Lou Wright, 15496 Airport Road, Paris, Illinois 61944. Copy of documents were sent to Mary Lou Wright, 15496 Airport Road, Paris, Illinois 61944 (via Certified Mail No. 7006 2760 0003 4412 9933); Ms. Ada Gertrude Varner, 15374 Airport Road, Paris, Illinois 61944 (via Certified Mail No. 7006 2760 0003 4412 9940); and Ms. Jane Adams, 17 Poplar Drive, Paris, Illinois 61944 (via Certified Mail No. 7006 2760 0003 4412 9957). (Jodi Griffel)

2/28/08 - Certified Mail (No. 7006 2760 0003 4412 9933) to Mary Lou Wright was received on 2/27/08 (signed for by Mary Lou Wright). Certified Mail (No. 7006 2760 0003 4412 9940) to Ada Gertrude Varner was received on 2/27/08 (signed for by Ada G. Varner). (Jodi Griffel)

3/3/08 - Certified Mail (No. 7006 2760 0003 4412 9926) received from U.S. Postal Service indicated that Mary Lou Wright signed for letter on 02/27/08. (Jodi Griffel)

3/6/08 (1:02 p.m.) - Called Mary Lou Wright to see if she had made any decision in regard to selling the subject property. She feels that this project has been misrepresented to her. She said that the County does not need her property for the crosswind runway.....they need her property so that they can straighten out the entrance road to the airport. I told her I had no knowledge of that. She said, at this time, she will not sign any paperwork, nor will she give us any kind of counter offer. She restated that this project was not needed. She said she had been to the County Clerk's Office trying to find paperwork wherein this project was voted on and approved by the County Board, and she can come up with nothing. She feels that most of this property could be bought as avigation easement instead of fee. She also feels that the runway could be moved to the north, and Mr. Dyer's property wouldn't be needed either. I told her thanks for talking to me, and that I would do some checking into what she had told me and get back to her. (Jodi Griffel)

3/10/08 - Certified Mail (No. 7006 2760 0003 4412 9957) received from U.S. Postal Service indicating that Jane Adams signed for letter on 03/7/08. (Jodi Griffel)

3/10/08 - **60-Day letter** sent via Certified Mail (No. 7006 2760 0003 4413 0007) to Charity Wiese, c/o Mary Lou Wright, 15496 Airport Road, Paris, IL 61944; Certified Mail (No. 7006 3450 0001 6772 6268) to Jane Adams, 17 Poplar Drive, Paris, IL 61944; Certified Mail (No. 7007 0710 0002 8631 1175) to Mary Lou Wright, 15496 Airport Road, Paris, IL 61944; and Certified Mail (No. 7006 3450 0001 6772 6251) to Ada G. Varner, 15374 Airport Road, Paris, IL 61944. (Jodi Griffel)

3/13/08 - Certified Mail (No. 7006 2760 0003 4413 0007) to Charity Jane Wiese, c/o Mary Lou Wright, 15496 Airport Road, Paris, IL 61944; Certified Mail (No. 7007 0710 0002 8631 1175) to Mary Lou Wright, 15496 Airport Road, Paris, IL 61944; and Certified Mail (No. 7006 3450 0001 6772 6251) to Ada Gertrude Varner, 15374 Airport Road, Paris, IL 61944 were all delivered and signed for on 3/12/08. (Jodi Griffel)

3/21/08 - A meeting was held today and Hanson's Springfield office between representatives from the Illinois Division of Aeronautics, Edgar County Airport, and Hanson to discuss this project. Hanson explained that Ms. Wright really did not want to sell the entire tract of land. Joe Worley (Hanson) explained that only a portion of this property is needed for the crosswind runway, so Hanson will ask the appraiser to prepare a new appraisal for this property, taking only the property needed. A new appraisal will be prepared, and a new offer will be presented to the titleholders. (Jodi Griffel)

3/24/08 - Certified Mail (No. 7006 3450 0001 6772 6268) received from U.S. Postal Service indicating that Jane Adams signed for letter on 03/17/08. (Jodi Griffel)

3/25/08 - Called Mary Lou Wright this a.m. to discuss the new take area. Received no answer. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

3/26/08 - Called Mary Lou Wright this p.m. to discuss the new take area. Received no answer. (Jodi Griffel)

3/27/08 (1:25 p.m.) - Talked to Mary Lou Wright today in regard to the new take area. I asked her for permission to have our surveyors stake out the new proposed taking area of 4.8 acres (+/-), and to have Brad Cunningham (appraiser) prepare a new appraisal for this acreage. She said she didn't have a problem with either, but she didn't want the surveyors driving across the property now as it is pretty muddy. She said they could walk it. I told her that the County was interested in purchasing an avigation easement for the property across the road and to the east. I asked her if the surveyors could also stake that property, and if we could have Mr. Cunningham prepare an appraisal. She said that was also fine with her. I thanked her for being cooperative and for taking the time to speak with me. I told her we would contact her when we had all the new paperwork. She said that would be fine. (Jodi Griffel)

4/3/08 - Called Mary Lou Wright today and told her there would be a meeting held on 4/18/08 at 11:00 a.m. at the Airport. I told her representatives from the Illinois Division of Aeronautics and Hanson would be available for any questions the property owners may have. She said she would be there. (Jodi Griffel)

4/18/08 (11:00 a.m.) - Meeting held at the Edgar County Airport between representatives of the Illinois Division of Aeronautics (Terry Tappenbeck, Mike Irwin, and Kathy Comrie), Hanson (Terry Lintern, Joe Worley, and Jodi Griffel), and property owners. This meeting was to discuss the project and answer any questions that the property owners may have. It was discussed that the proposed crosswind runway may be able to be shifted to the east. If this shift is approved, this subject property would not be needed. It was decided to talk to the sponsor and see if they were interested in the shift. (Jodi Griffel)

4/18/08 (4:00 p.m.) - Received a call from Joe Worley. Joe talked to Chris Patrick in regard to shifting the crosswind runway to the east; however, Chris indicated the Board did not want to do this because it would cost the project more time and money. Joe indicated to me that we should proceed as we have been on this project. (Jodi Griffel)

4/24/08 (8:48 a.m.) - Called Ms. Wright to tell her that Hanson will be staking the proposed take area on 4/29/08, but I received no answer. (Jodi Griffel)

4/24/08 (12:45 p.m.) - Called Ms. Wright to tell her that Hanson will be staking the proposed take area on 4/29/08. (Jodi Griffel)

5/6/08 - New appraisal for proposed avigation easement ordered from Cunningham, Inc. (Jodi Griffel)

6/16/08 - New **appraisal** for proposed avigation easement received from Cunningham, Inc. Valuation is dated 6/6/08, and is set at **\$2,300.00**. (Jodi Griffel)

8/27/08 - **Appraisal Review Certification** received from Phil O'Bryan, Review Appraiser. Value is set at **\$2,600.00**. Appraisal and Review Certification forwarded to Kathy Comrie (IDA) for review and approval. (Jodi Griffel)

8/28/08 - Received copy of letter from Kathy Comrie (IDA) to Jimmy Wells (Edgar County Airport) telling him she has approved the appraised value, asking him to have the appraisal certification executed, and a copy forwarded to her and Hanson. (Jodi Griffel)

9/12/08 - Called Mary Lou Wright to set up a meeting on 9/16/08. Received no answer. (Jodi Griffel)

9/13/08 - Called Mary Lou Wright to set up a meeting on 9/16/08. Received no answer. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

9/15/08 - Called Mary Lou Wright to set up a meeting on 9/16/08. She indicated she would be there with her sister, Ada, and her niece, Jennifer. (Jodi Griffel)

9/16/08 - Hand delivered an **Offer letter, Basis for Computing Total Approved Compensation and Offer to Purchase in the amount of \$2,600.00, draft Grant of Avigation Easement**, draft Plat of Survey, "Land Acquisition for Public Airports" brochure and a Title Commitment to Mary Lou Wright and Ada Gertrude (Gerdie) Varner. A copy of the offer package was sent via Certified Mail (No. 7000 1670 0010 8988 6768) to Ada Gertrude Varner, 15374 Airport Road, Paris, IL 61944, and a copy sent via Certified Mail (No. 7000 1670 0010 8988 6775) to Ms. Jane Adams, 17 Poplar Drive, Paris, IL 61944. An extra copy was given to Mary Lou for her mother, Charity Wiese. Ms. Wright indicated to me she would like to have a copy of the Phase I Environmental Site Assessment that was prepared on her property. I told her I would put a request into Terry Tappenbeck (IDA) and, if he indicated it was ok, I would get the Phase I copied and sent to her. I told her I would contact her by telephone next week, on or around 9/24/08, and see if they have made a decision, and that I would be mailing out 60-day letters the end of next week. Ms. Wright said her niece's husband is an appraiser, and she wanted him to look over the appraisal, and she wanted a chance to meet with her attorney. (Jodi Griffel)

9/17/08 - A copy of the offer letter, Basis for Computing Total Approved Compensation and Offer to Purchase in the amount of \$1,100.00, draft Grant of Avigation Easement, and executed Appraisal Review Certification were delivered to Terry Tappenbeck (IDA) today. (Jodi Griffel)

9/22/08 - Received Certified Mail Return Receipt (No. 7000 1670 0010 8988 6768) signed for by Ada G. Varner on 9/18/08. (Jodi Griffel)

9/24/08 - Called Mary Lou Wright to see if she has made a decision in regard to the offer of \$2,600.00 for the avigation easement. I received no answer. (Jodi Griffel)

9/25/08 - Called Mary Lou Wright to see if she has made a decision in regard to the offer of \$2,600.00 for the avigation easement. I received no answer. (Jodi Griffel)

10/6/08 - 60-day letter sent to Jimmy Wells (Edgar County Airport) for signature by Jim Keller (Edgar County Board). (Jodi Griffel)

10/10/08 - Received signed 60-day letter from Jimmy Wells (Edgar County Airport). (Jodi Griffel)

10/10/08 - **60-day letter** sent via Certified Mail (No. 7000 1670 0010 8988 6751) to Ms. Mary Lou Wright/Ms. Ada Gertrude Varner/Ms. Jane Adams, c/o 15496 Airport Road, Paris, IL 61944. A copy was sent via Certified Mail to Ms. Ada Gertrude Varner (No. 7000 1670 0010 8988 6744) and Ms. Jane Adams (No. 7000 1670 0010 8988 6737). Copies were also sent to Terry Tappenbeck (IDA) and Kathy Comrie (IDA). (Jodi Griffel)

10/16/08 - Received Certified Mail Receipt (No. 7000 1670 0010 8988 6751) signed for by Mary Lou Wright on 10/14/08 and Certified Mail Receipt (No. 7000 1670 0010 8988 6737) signed for by Jane Adams on 10/14/08. (Jodi Griffel)

10/17/08 - Received Certified Mail Receipt (No. 7000 1670 0010 8988 6744) signed for by Ada G. Varner on 10/14/08. (Jodi Griffel)

10/20/08 - Received a message from Mary Lou Wright on 10/17/08. Ms. Wright stated she did not get a copy of the Basis for Computing as noted in the 60-day letter. I made a copy of the Basis for Computing and mailed to Ms. Wright today. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

11/17/08 - I spoke with Mary Lou Wright this p.m. to ask if she has made a decision in regard to the offer. She stated at this time she will not accept the \$2,600. She also stated that at this time she was not going to provide a counter offer or appraisal. I indicated to her I would check back with her around 12/8/08, which is the end of the 60-day period. (Jodi Griffel)

12/8/08 - Received a call from Mary Lou Wright this a.m. She asked if the County is still determined to go forth with the project. I indicated they were. She wanted to know if the County was willing to condemn now that the 60-day period is up (expired today). I indicated they were. She told me she is willing to give an easement; however, she feels like the value was considerably lower than what it should be. I advised her to write me a letter stating the value she believes it should be and get it to me this week. She said she had a call in to her attorney and would get me something this week. (Jodi Griffel)

12/11/08 - Received a phone message from Mary Lou Wright. She indicated she has met with her attorney, and they have a counter proposal coming to me in the mail. She indicated she has some proposed changes to the language in the Grant of Avigation Easement. (Jodi Griffel)

12/30/08 - Called Mary Lou Wright because I have not received a counter offer from her attorney. Received no answer. Called the Airport to see if she was there drinking coffee, but she had already left. (Jodi Griffel)

12/30/08 - Mary Lou Wright called me back. She indicated her attorney is working on a letter, but he is currently on vacation in Florida, and will not be back until the first part of January 2009. (Jodi Griffel)

1/20/09 - Called Mary Lou Wright to indicate I have not yet received her counter offer, but received no answer. (Jodi Griffel)

1/29/09 - Called Mary Lou Wright and indicated I have not yet received her counter offer. She told me she had spoke with her attorney, Larry Jones, on this date, and he was going to send something to me. I asked for his number, and she told me it is (217) 465-7525. I indicated to her that we needed a counter quickly, or we would turn the parcel files over to the State's Attorney for condemnation proceedings. She asked me to contact her attorney directly. (Jodi Griffel)

2/3/09 - Called Mr. Jones, but he was not in. His secretary took a message, and said she would have him call me late this a.m. or tomorrow morning. (Jodi Griffel)

2/4/09 - Called Mr. Jones in regard to the counter offer he is to be providing me. He was out of the office. His secretary took my name and number again. She said he would be in mid-morning. (Jodi Griffel)

2/9/09 - Called Mr. Jones again in regard to the counter offer he is to be providing me. His secretary indicated he is unavailable. (Jodi Griffel)

2/10/09 - Called Mr. Jones again in regard to the counter offer he is to be providing me. Receptionist indicated he is out of office until Thursday (2/12/09). I left my name and number again. (Jodi Griffel)

2/10/09 - Received a call from Jimmy Wells (Airport Manager) in regard to this acquisition. Mr. Wells said he talked to Mary Lou Wright this a.m. in regard to the acquisition, and she indicated no amount of money would buy any part of her land in fee or in easement. Jimmy wanted to let me know where she stands in regard to this project. (Jodi Griffel)

Date of Contact, Remarks and Negotiator's Signature for each entry:

2/10/09 - Sent an e-mail to Terry Tappenbeck and Kathy Comrie (IDA) indicating I have not been able to make contact with Ms. Wright's attorney, Larry Jones. I also asked them if they would support referring this parcel for condemnation, as I have been unsuccessful in reaching agreement with Ms. Wright, and I don't feel we can reach an agreement. I received a response from Terry Tappenbeck that states, ***"This office believes Edgar County has negotiated in good faith which was unsuccessful and supports referring the Wright parcel to the State's Attorney. We concur with your recommendation to proceed with condemnation to obtain title to this interest."*** (Jodi Griffel)

2/10/09 - Received, via fax, a letter from Mr. Jones. The letter states that the price will be \$3,000 per acre for the 4.63 acres. Ms. Wright wants specific language in the easement that indicates what type(s) of crops can be grown on the property after the easement is given, and language that states the Airport would pay for damage to crops caused by an aviation accident. I forwarded this letter, via e-mail, to Terry Tappenbeck, Kathy Comrie, Jimmy Wells, Joe Worley, and Terry Lintern. Terry Tappenbeck responded with a phone call, and stated that I should write a letter giving them 15 days to provide documentation of the increased value (\$3,000/acre). Terry also indicated I should talk to Joe Worley in regard to what crops can be grown in the area, and talk to Jimmy Wells in regard to Airport liability in the case of an accident. (Jodi Griffel)

2/25/09 - Received a letter, via fax, from Mr. Jim Keller, Chairman-Edgar County Board. The letter states ***"By virtue of the fact an impasse has been reached in negotiations with Ms. Mary Lou Wright....., please consider this letter as the County's authorization for Hanson to refer this parcel to the Edgar County Assistant State's Attorney, Mr. Allen A. Bell, Jr., so he may start condemnation proceedings."*** (Jodi Griffel)

3/2/09 - Parcel file sent to Mr. Bell, with a letter indicating he should start condemnation proceedings to acquire this parcel.

3/2/09 - Negotiations closed.

The original signed copy of this form must be submitted to the Illinois Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Springfield, IL 62707-8415, Attn: Land Acquisition. To expedite processing this completed signed form may be scanned and emailed to aerolandacq@dot.il.gov or faxed to 217/785-4533.

**Edgar County Airport
15551 Airport Road
Paris, IL 61944
Ph. 217-465-8474**

June 21, 2010

VIA CERTIFIED MAIL

(No. 7007 2560 0003 1609 2242)

Kevin B. Harper and Karla Harper

RE: Edgar County Airport
Land Acquisition
Parcel No. 023EDGA061001
Paris, IL
PIN: 03-14-03-100-003

Dear Mr. and Mrs. Harper:

This letter is for the purpose of introducing the firm of Hanson Professional Services Inc. (Hanson). Hanson has been contracted by the Edgar County Board (County Board) to manage a project to acquire land for enhancement of the Edgar County Airport (Airport).

The County Board proposes to acquire an interest in a property located along State Route 1 in Paris, Illinois (PIN: 03-14-03-100-003), which public records indicate is held in title by Kevin B. Harper and Karla Harper, husband and wife, as joint tenants. With respect to the purchase of the subject property, you will be compensated in an amount not less than the approved fair market value, which is based on an appraisal using current market data obtained by a qualified real estate appraiser. The appraisal will not reflect any decrease or increase in the fair market value caused by the project for which your property is being acquired, and you will be offered the full amount of the approved value for the interest being sought.

It is the policy of the County Board and Hanson to engage competent Real Estate Appraisers to appraise the required property in order to determine its fair market value. This letter introduces Mr. Jeff Stenger (Stenger Professional Services, Inc.), Real Estate Appraiser, who will be contacting you in the near future to make an appointment to inspect the subject property for appraisal purposes. You have the right to accompany the Appraiser during his inspection. After the Appraiser has completed the appraisal, it will be forwarded to Mr. Richard Patrick for review and certification. After review and certification, the appraisal will be reviewed by the Illinois Department of Transportation-Division of Aeronautics and the County Board. For your information, an estimated time period for this process may take up to two months.

This letter introduces Mr. Doug Dorsey who is an Environmental Engineer with Hanson. Mr. Dorsey will be contacting you in order to conduct a field visit and interview in order to prepare an environmental reporting requirement on the project. He will need to ask you questions about the subject property and land use.

Kevin B. Harper and Karla Harper
June 21, 2010
Page 2

Ms. Jodi Griffel of Hanson will provide negotiation services for this project. Her business card is enclosed for your reference. After the appraisal has been approved by the County Board, Ms. Griffel will contact you to schedule an appointment to present you with a written offer and a copy of the certified appraisal. Please feel free to contact her with any questions you may have about the project.

Sincerely,

EDGAR COUNTY BOARD


James Keller
Board Chairman

Enclosure

cc: Ms. Kathy Comrie, Illinois Division of Aeronautics
Ms. Jodi Griffel, Hanson Professional Services Inc.
Ms. Kathy Chazelle, Realtor

**Edgar County Airport
15551 Airport Road
Paris, IL 61944
Ph. 217-465-8474**

September 1, 2010

HAND DELIVERY

Kevin B. Harper and Karla Harper

Re: Edgar County Airport
Land Acquisition/Parcel No. 023EDGA061001
IL Hwy 1
Paris, Illinois
PIN: 03-14-06-100-003

Dear Mr. and Mrs. Harper:

The County Board of Edgar County (Board) is in the process of acquiring land for airport purposes in the area of the Edgar County Airport. This requires the acquisition of a parcel of land identified as Parcel No. 023EDGA061001, consisting of approximately 1.881 acres, which we find in the public records as held in title by KEVIN B. HARPER and KARLA HARPER, husband and wife, as Joint Tenants.

The Board has contracted Hanson Professional Services Inc. (Hanson) to assist with the land acquisition process. Mr. Dennis Hollahan is the Land Acquisition Specialist representing Hanson. Mr. Hollahan will explain the various aspects of the land acquisition process, and he will attempt to answer any questions you may have concerning this transaction. He will furnish you with all of the documents necessary to complete this process.

It is the mutual policy of the Board and Hanson to engage state-certified appraisers to appraise the land and improvements to be acquired in order to arrive at its fair market value and to offer you the full amount of the approved value. You are being provided with a written Basis for Computing Total Approved Compensation and Offer to Purchase (AER 2432) which summarizes the total approved compensation for the interest to be acquired. You are also being provided with a copy of the appraisal for your review.

The Board and the Illinois Department of Transportation, Division of Aeronautics have reviewed the appraisal in detail, and they have determined that the fair market value of the property to be acquired is \$5,800.00. This is explained in detail in the enclosed Basis for Computing Total Approved Compensation and Offer to Purchase. You are also being provided a pamphlet entitled "Land Acquisition for Public Airports," a Plat of Survey, and a recent Title Commitment.

Kevin B. Harper and Karla Harper
September 1, 2010
Page 2

Mr. Hollahan will explain the airport land acquisition project, the need for the subject property, the specific effect on the subject property, and will attempt to answer any questions you have concerning this transaction. However, he is unable to provide specific legal advice or legal referrals.

Please feel free to contact Mr. Hollahan at (800) 788-2450, ext. 287, if you have any questions concerning this project.

Sincerely,

COUNTY BOARD OF EDGAR COUNTY


James Keller
Board Chairman

Enclosures

cc: Ms. Kathy Comrie, Illinois Division of Aeronautics
Mr. Dennis Hollahan, Hanson Professional Services Inc.



**Illinois Department
of Transportation**

Division of Aeronautics

**Basis for Computing Total Approved
Compensation and Offer to Purchase**

Airport Edgar County Airport

County Edgar

Parcel No. 023EDGA061001

Owner(s) of Real Property: Kevin B. Harper and Karla Harper, husband and wife, as joint tenants

Location of Property: _____

PIN: 03-14-06-100-003

The following has been prepared in order to fully inform you of the details of the acquisition of your property as required for the proposed improvement of the Edgar County Airport. The legal description of the parcel to be acquired is found on Attachment A.

The amounts shown below are the full amounts of the approved values and are based on a fair market value of the property. A copy of the appraisal is included for your review. The fair market value of the property to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the proposed improvement.

1. Existing Property:

Total area 1.881 (acres) more or less

Highest and best use: Rural Residential

2. Land to be Acquired in Fee Simple:

Take 1.881 (acres)

Total Take 1.881 (acres)

3. Improvements and/or Fixtures to be Acquired:

26 ft by 43 ft three-car garage, two-story home previously destroyed by fire and a 16 ft by 18 ft shed.

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the 1.881 (acres) to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition. \$ 5,800.00

Damage to the remaining property as a result of the acquisition (if any) \$ 0.00

Total compensation for property acquired in fee simple \$ 5,800.00

Less cost of construction to be offset against total compensation \$ 0.00

Net compensation \$ 5,800.00

Benefits in the amount of \$ 0.00 have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation for the part acquired.

5. Compensation for Easements Including any Damages or Benefits:

Permanent/Avigation Easement - N/A (acres) \$ 0.00
for N/A (airport purpose)

Total compensation for easement (when applicable) \$ 0.00

6. Total compensation for entire acquisition, which includes all interests in the land required for the airport improvement and damages to the remainder property, if any. (sum of 4+5) \$ 5,800.00

7. Personal property (not being acquired) located in the proposed taking:

None

You may want to retain and remove from the acquired property some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement	Owner-Retention Value
<u>None</u>	\$ <u>0.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Any agreement to retain such improvements does not convey with it a permit to move the improvements on or over, any Airport property. Mr. Hollahan will be happy to furnish information for your use in applying for a permit if one is needed.

James Keller by D/H
County Board of Edgar County

On behalf of the County Board of Edgar County as sponsor of Edgar County Airport, and as outlined in the above summary, I hereby offer you the sum of \$ 5,800.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

D. J. Hollahan
Dennis J. Hollahan, Land Acquisition Specialist

9/1/10
Date

EDGAR COUNTY AIRPORT
PARCEL NO. 023EDGA061001

EXHIBIT A

LEGAL DESCRIPTION

Part of the West Half of Government Lot No. 1 of the Northwest Fractional Quarter (said Government Lot No. 1 being the South 80 acres of said Northwest Fractional Quarter) of Section 6, Township 14 North, Range 11 West of the 2nd P.M. described as beginning at a nail in the center line of the Illinois State Highway No. 1 at its intersection with the center line of the Steam Point-Baldwinsville Road; thence North 6 degrees 25 minutes East a distance of 248.0 feet along the center line of said Illinois Highway No. 1; thence South 51 degrees 42 minutes East a distance of 462.5 feet; thence South 42 degrees 58 minutes West a distance of 212.0 feet to an iron pin set in the center of the right of way of the Baldwinsville-Steam Point Road; thence North 51 degrees 35 minutes West along the center of said road a distance of 314.3 feet to the place of beginning, and being further described as Tract B of a survey made by F.F. Tanquary Illinois Registered Land Surveyor #1557 and recorded in Plat Book 5, Page 7 of the records of Edgar County, Illinois.

PIN: 03-14-06-100-003



Illinois Department of Transportation

Appraisal Review Certification

Route: _____
 Section: _____
 Project: Edgar County Airport
 Job No.: _____
 County: Edgar
 Parcel No.: 023EDGA061001 Kevin & Karla Harper

☒ Original ☐ Supplemental ☒ Complex ☐ Non-Complex

Is the Remainder Property an Uneconomic Remnant? ☐ Yes ☒ No

The attached appraisal report submitted by Jeffrey T. Stenger has been reviewed by the undersigned. In accordance with 49 CFR 24.104, the attached appraisal meets one of the following categories:

- ☐ Not Accepted - Provide reasoning for non-acceptance.
☐ Accepted - Meets all requirements, but is not selected
☒ Recommended - Meets all requirements and is selected as basis for acquisition purposes

The conclusions of value for the subject property as of 6/24/2010 are as follows:

Fair Market Value of Whole Property	\$ <u>5,800</u>
Fair Market Value of Property Taken (including improvements) as a Part of the Whole	\$ <u>5,800</u>
Fair Market Value of Remainder as Part of the Whole Property Before Taking	\$ _____
Fair Market Value of Remainder After the Taking as will be affected by the Contemplated Improvement	\$ _____
Damage to Remainder	\$ _____
Compensation for Permanent Easement(s)	\$ _____
Compensation for Temporary Easement(s)	\$ _____
Excess Land to be Acquired	\$ _____
Total Compensation	\$ <u>5,800</u>

Richard A. Stent
 Review Appraiser

7/24/2010
 Date

Certified General
 Type of License

553.000525
 License Number

9/30/2011
 Expiration Date

Approved

[Signature]
 Regional Engineer

Edgar Co. Board
 Date

8-11-10
 Date



Route: _____
 Section: _____
 Project: Edgar County Airport
 Job No.: _____
 County: Edgar
 Parcel No.: 023EDGA061001 Kevin & Karla Harper

Is the Remainder Property an Uneconomic Remnant? ☐ Yes
☒ No

Fair Market Value of Whole Property	\$	<u>5,800</u>
Fair Market Value of Property Taken (including improvements) as a Part of the Whole	\$	<u>5,800</u>
Fair Market Value of Remainder as Part of the Whole Property Before Taking	\$	<u> </u>
Fair Market Value of Remainder After the Taking as will be affected by the Contemplated Improvement	\$	<u> </u>
Damage to Remainder	\$	<u> </u>
Compensation for Permanent Easement(s)	\$	<u> </u>
Compensation for Temporary Easement(s)	\$	<u> </u>
Excess Land to be Acquired	\$	<u> </u>
Total Compensation	\$	<u>5,800</u>

Page 1 of 5 LA 203 Template (Rev 2/0



The undersigned hereby certifies:

1. That on 7/24/2010, I visually inspected the property and comparable sales selected, analyzed and described in the attached appraisal. ☐ I am/ ☒ I am not aware of any additional sales data or additional information that may impact the value of the subject property.
2. That I have no direct or indirect present or contemplated future personal interest in the property described therein or in any benefit from the acquisition, and I have no personal interest or bias with respect to the parties involved.
3. That the facts and data reported by the review appraiser and used in the review process are based on that information provided by the author of the attached appraisal report and any specialty reports, and that this information is considered true and correct. No one has provided significant professional assistance to the person signing this review report.
4. That the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions. I have no bias with respect to the property that is the subject of this review or the parties involved.
5. That my determination has been reached independently based on the appraisal without any collusion or direction, and my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report. This review report is based on the data and information provided in the actual appraisal report and any specialty reports used therein.
6. That my analyses, opinions, and conclusions were developed and this review report ☒ has/ ☐ has not been prepared in conformity with the Uniform Standards of professional Appraisal Practice and are based on the scope of work described herein.
7. That I have given consideration in this review to the value of the part taken, and damages and/or benefits to the remainder, if any, to the extent allowed under Illinois statutes; and that as near as can be determined noncompensable items of damage under Illinois law have not been included in appraisal.
8. In the event that I have completed my own independent research of the subject property and any additional information and data or I have documented the attached appraisal, this will be so stated in the accompanying review appraisal report. Otherwise, this review has been based on only the data and information provided by the appraiser of record for this appraisal report.

Review Appraiser



APPRAISAL REVIEW REPORT; In accordance with 49 CFR 24.104 and USPAP Standards Rule 3, a review appraiser will prepare an appraisal review report to support the approved value selected for the use as the basis for acquisition purposes. This report shall contain the following information, either in a simple format or a more complex format as required for the review assignment: 1) scope of work being reviewed and the scope of work of the review assignment; 2) examination of the presentation and analysis of the appraisal report and the development of an opinion as to completeness, adequacy, appropriateness of appraisal methods and techniques used; 3) identification of client, intended use and intended user(s); and 4, a signed certification (Page 2 of this Appraisal Review Certification).

Subject of the review assignment: Whole take of burned out rural residence on 1.881 acre

Date of the review: 7/24/2010

Property interest appraised: ☒ Fee Simple ☐ Dedication/Perpetual Easement
☐ Permanent Easement ☐ Temporary Easement
☐ Other. *If Other, explain (if for disposal of excess land and/or other rights, please indicate fee simple, dedication/perpetual easement, and/or release of access rights)*

Date of work under review: 7/8/2010

Effective date of the opinion or conclusion of the work under review: 6/24/2010

Appraiser(s) who completed work being reviewed: Jeffrey T. Stenger

Describe the scope of work performed in this appraisal review report as required in 49 CFR 24.104 and USPAP Scope of Work Rule.

The general scope of work is listed in detail in sections 2.03-3 thru 6 of the IDOT Land Acquisition Policies and Procedures Manual. I complied with these as follows. This includes insuring all items affecting value have been considered and only realty items valued not personal property. Ensured that math is correct. Found the report follows accepted principles and techniques in accordance with state eminent domain law. Found that the report includes consideration of everything taken, all compensable items of damage and all benefits but does not include compensation for items non-compensable under state law. Found the report includes information and documentation necessary to support conclusions and estimates of value.

Specific to this parcel, I made an exterior view of the subject and sales. The sales were checked for consistency from descriptions in the sales sheet to narrative explanations. I have reviewed the final report in detail as well as the plat. The adjustments were found to be appropriate and reasonable. I checked and concur in highest and best use. The report was found to estimate value with no evidence of advocacy for the client or property owner. See Appraisal Review Documentation for more specific detail to this particular report.

The IDOT scope of work is not intended to be a forensic review. Thus I have not made my own sales search to determine if any pertinent sales have been missed that may have affected value. I have not verified the sales myself with parties or courthouse records. The appraiser is well known to me to be of highest reputation and diligence, thus these measures were not deemed necessary or called for by the client. I have not developed my own opinion of value but rather find the appraisers adjustments and conclusions to be reasonable.

The appraisal is subject to jurisdictional exception for eminent domain but this review is not. This review complies with all parts of USPAP Standard 3 for Appraisal Review thus pages 4-5 are not required

Edgar County Airport
Edgar County
Parcel No. 023EDGA061001
Kevin & Karla Harper

APPRAISAL REVIEW

Summary of Appraisal/Appraisal Problem

This parcel is a whole taking from a 1.881 acre site improved with a fire damaged residence and an undamaged three car garage and frame shed. It is adjacent to the Edgar County Airport who proposes to acquire it for clearzone. The property is appraised as an unimproved site other than the garage, shed and wells with the residence being a detriment in the amount of estimated demolition cost. This has been approved by the Illinois Department of Transportation, Division of Aeronautics. The appraisal is done using vacant rural residential building sites as comparable sales.

Larger Parcel Issue

This is a whole take. There are no larger parcel questions. The area of the site is based on a survey and plat in the appraisal. It should be noted the title commitment included in the appraisal advised previous deeds have typographical errors and the legal description on schedule A of the commitment should be used.

Appraisal History

In compliance with recent revision to the USPAP Ethics Rule, I have not reviewed another appraisal of this parcel or done one of my own in the past three years.

Extraordinary Assumptions/Hypothetical conditions

There are no extraordinary assumptions or hypothetical conditions in this report.

Highest and Best Use

The highest and best use as of June 24, 2010 is its existing rural residential lot. This is a site totaling 1.881 acre according to the plat in this appraisal. However 0.411 acre is in dedicated road right of way leaving 1.470 acre for the homesite. The subject is not subject to zoning since

there is none in Edgar County. It is subject to County 100 feet setback from the centerline of Route 1 rules. The plat shows the site with plenty of room. This lot is on the east side of Route 1 north of Paris and adjacent to the airport.

Competency

This appraisal review is made in compliance with Standard 3 of the Uniform Standards of Professional Appraisal Practice. I am competent to do such a review. The appraisal under review is a condemnation appraisal for a highway right of way taking of a minor strip take and access control to be acquired under the threat of eminent domain. I have 39 years experience in eminent domain right of way acquisitions with 35 years in appraisal. This experience has been as a staff review appraiser for the State of Illinois Department of Transportation, Division of Highways; and Department of Natural Resources, Office of Water Resources. Since my retirement from the State, I have been practicing as an independent fee appraiser and fee review appraiser. My experience has been statewide. I have immediate geographical experience in the subject area having administered and reviewed appraisals on flood buyout projects and highway projects throughout eastern Illinois. My qualifications are listed in the back of this appraisal review.

Client and Intended Use

In accordance with Standard rule 3-2(a&b), this appraisal review is being completed for Hanson Professional Services, Jodi A. Griffel, Land Acquisition Project Manager; the reviewer's client; and their client, Edgar County Airport, the intended user of this report. Their intended use of this report is to acquire a whole taking of the subject property. Thus this appraisal is subject to the jurisdictional exception of 49 CFR Part 24 and the IDOT Land Acquisition Policy and Procedure Manual and Illinois eminent domain caselaw. These are deemed to be supplemental standards or laws and regulations to USPAP. The intended purpose of this review is to ascertain the quality of the appraisal under review. The review of the subject appraisal does not include the development of an independent opinion of value by the reviewer.

Description of Subject Property

This parcel is an improved 1.881 acre tract being part of the west half of Government Lot 1. This includes 0.411 acre of existing dedicated road right of way leaving an effective homesite of 1.47 acre. The principle improvement is a 3,800 sqft two story frame residence 130 years old. It has been totally destroyed by fire in December 2009 and must be destroyed. Thus it is a detriment to the property in the amount of estimated demolition cost. There is a three car frame garage and frame shed remaining. The lot has 5 wells, one of which is potable and an operating cistern and

septic system. The lot is on the east side of Route 1 with two points of access to it. The parcel has no zoning in Edgar County but a 100 feet setback rule is in place. building permits are required. The subject site is adjacent to the Edgar County Airport. The parcel is owned by Kevin and Karla Harper.

Description of Part Taken

There is a whole take of the 1.881 acre site including the underlying fee simple to the 0.411 acre in existing dedicated road right of way. The whole property is appraised as a rural homesite with a burned out residence that must be demolished by the potential buyer, thus the residence is considered a detriment in the amount of the estimated demolition cost given by demolition contractors in the area.

Damages to the Remainder

This is a whole take there is no remainder

Date of Review/ Effective Date

The appraisal under review was completed by Jeffrey T. Stenger, Certified General Real Estate Appraiser No. 553.001367. In accordance with Standard Rule 3-2 (e) the date of this review is July 24, 2010. My latest field inspections of the subject property and comparable sales was July 24, 2010, which is my most current physical examination of the property and the comparable sales used in the appraisal. The interest valued in the appraisal is fee simple and this is stated on page one of the appraisal report. The date of value of the appraisal is June 24, 2010, with a signature date of July 8, 2010.

Appraisal Inspection

The appraiser is required to offer the owners the opportunity to accompany him on the inspection of the property. Page 5 of the appraisal reports this inspection was made on June 24, 2010 and Mrs. Karla Harper provided a full inspection and interview at the site.

Scope of Work

In accordance with Standard Rule 3-2 (h), the scope of work of this review has been defined by Section 2.03 of the IDOT Land Acquisition Policies and Procedure Manual. These are summarized on page 3 of the IDOT Appraisal Review Certification Form. I have physically

examined the subject property and the comparable sales utilized by the appraiser. My examination of the subject and the sales has been limited to an exterior view. I have not done my own sales search to determine if any appropriate sales have been missed or disregarded. The appraiser is well known to me and has the highest reputation as an eminent domain appraiser and for the accuracy and depth of his data search. I have not confirmed the area of the whole with public records but accepted the area given by the plat and title commitment. My review is limited in context to the market conditions as of the effective date of the appraisal but I have no knowledge or belief that market conditions have changed substantially since the date of appraisal. I have read the appraisal report in detail including the sales description pages. I have checked the sales analysis and found it to be reasonable with sound logic. The appraiser has done many appraisals for eminent domain appraisal in the State of Illinois.

It should be noted that the appraisal is based on the premise that the site be offered for sale as it exists on the effective date with the fire damaged residence requiring the potential buyer to demolish it. Thus the property is considered to be a rural residential building site with a residence that is a detriment to the property and its market value. This method and technique has been approved by the clients and the Illinois Department of Transportation, Division of aeronautics who is funding this acquisition. I concur with this method. This is how a potential buyer would view the parcel. The site has a Realtor's sign advertising it listed for sale.

Analysis of Appraisal

Pages 7 thru 16 of the report provide an adequate description of the neighborhood and the subject property including many photographs, plat and maps. Page 17 is a grid analysis of the best available comparable sales. IDOT has determined the appraisal problem here qualifies the appraisal to be done on the long form for complicated takings. This form requires grid adjustments of sales. The appraiser summarizes adjustments to sales on pages 18 & 19. The appraisal includes a survey plat of the subject property. This plat shows the property lines provided to the appraiser by the client.

In accordance with Standard Rule 3, I concur that the appraiser's "comparable" sales were reasonable sales given the physical characteristics of the subject. Three similar sized rural residential subdivision lots similar to the subject are used as comparables. Adjustments for the contributory value of the subject's outbuildings, wells, cistern and septic system have been made as well as demolition cost of the fire damaged residence. These are listed on page 17 grid and in detail on following pages of this report. Adjustments to these sales are summarized in the report on pages 18 & 19. The value of the whole is well supported by the comparable sales. In

accordance with Standard Rule 3-1 (a), it is felt that the method and techniques used in the report were appropriate. The treatment of the property as a rural residential building site and the residence as a detriment to the market value of the subject has been approved by IDOT and the clients, Hanson and Edgar County Airport. I concur in this. It is listed for sale with a Realtor in its as is condition.

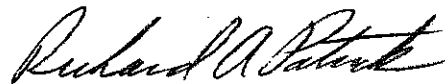
In respect to Standard Rule 3-3 (d), it is my opinion that the appraiser's analyses, opinions and conclusions were appropriate credible and reasonable. This given the method and technique for valuation of the fire damaged residence discussed earlier. Since this is a whole taking of an improved parcel, IDOT appraisal policy and procedures call for the long form format for complicated parcels, which requires grid adjustments to the individual sales. The adjustment for demolition cost is based on actual quotes from demolition contractors in the area. It is most likely that a potential buyer would discount the value of the site by the pending demolition cost quotes. After the adjustments summarized on the appraisal grid page 17 the value of the whole taking is reasonable. I concur in this as well as the highest and best use being rural subdivision residential as advertised, like other property in the neighborhood.

Conclusion

In accordance with Standard 3-3 (a&b) It is my opinion that the appraisals analysis and report are appropriate and credible. The appraiser adequately describes, analyzes, and evaluates the effect of the proposed whole taking and valuation in as is condition after the fire.

In summarization, I do concur with the appraiser's value of the whole property \$5,800 with the property requiring demolition of the fire damaged residence to be done by the potential buyer. Total compensation for the acquisition is approved at \$5,800.

July 24, 2010



Richard A. Patrick
Review Appraiser
Certified General Real Estate Appraiser 553.000525
Expires September 30, 2011

ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following assumptions and limiting conditions:

- The legal description furnished is assumed to be correct. I assume no responsibility for matters legal in character, nor do I render my opinion as to the title, which is assumed to be good. I have been provided a commitment for title insurance by my client. I have examined it and find no obvious title exceptions that would affect market value as of the effective date of the commitment. The property is appraised as if unencumbered and as if free and clear of all encumbrances whether or not that is actually the case.
- I have not been provided a land survey and assume no responsibility in connection with such matters. I have not checked the courthouse records to verify the area of the whole property or limits of the larger parcel. This review is based on the right of way appraisal plat provided to me and is included in the appraisal under review. If an exact rendering of the property, including setbacks, plot plan, etc. is required, then the reader/user of this report is advised to seek a survey by a properly qualified surveyor. It is assumed, but not warranted, that the improvements are within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted within the report. The information identified in this report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of this report are based on observations, and no engineering study has been made which would discover any latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study was made.
- The distribution of the total evaluation between land and improvements in this report, where applicable, applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal, and are invalid if so used.
- I am not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question, unless arrangements have been made previously thereof.
- Possession of this appraisal review report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee without the previous written consent of the reviewing appraiser. I will not disclose the contents of the appraisal report or appraisal review except as provided in the Uniform Standards of Professional Appraisal Practice.

- Neither all nor any part of the contents of this appraisal review report shall be conveyed to the public through advertising, public relation, news, sales, or other media without the written approval and consent of the author, particularly as to value conclusions, the identity of the appraiser or firm with which they are connected. Further, the appraiser or firm assumes no obligations, liability, or accountability to any third party. If this appraisal review report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions. I understand the client, Illinois Department of Transportation, Division of Highways has a policy that it will give the property owner a copy of this appraisal and review during the negotiations to purchase this right of way taking.
- Inspections of hazardous substances was not included in the scope of services for this assignment, therefore, the reviewing appraiser has no knowledge of any toxic substances such as hazardous waste, asbestos, or radon gas which would adversely impact the market value of the subject. To the best of the reviewing appraiser's knowledge, a Phase I Study has not been conducted on the subject property, and it is being appraised as though clean. This is not a guarantee that these substances do not exist on the subject property or surrounding properties. This is only a statement as to the knowledge of the reviewing appraiser.
- The reviewing appraiser has no knowledge as to whether the subject property has been undermined by any type of mining operation. There is no visual evidence on the subject property that would indicate any form of mine subsidence. The reviewing appraiser reserves the right to reevaluate this property if any evidence of actual or potential mine subsidence is presented.
- The information furnished by others is believed to be reliable; however, no warranty is given for its accuracy.
- The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it conforms with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect on the market value of the subject. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of the ADA in estimating the market value of the property. With respect to vacant land, the ADA requirements do not apply.
- Responsible ownership and competent management are assumed.
- It is assumed that there are no structural defects hidden by the floor or wall coverings, or any other hidden or unapparent conditions of the property, and that all mechanical and electrical components and roofing are in good condition.

- If the Client has any questions regarding these items, it is the Client's responsibility to order and fund the appropriate inspections. The reviewing appraiser does not have the skill or expertise needed to make such inspections. The reviewing appraiser assumes no responsibility for these items.
- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated, defined, and considered in the appraisal report. This includes special flood hazard areas as noted in flood maps published by FEMA. I have not examined the FEMA Flood Insurance Rate Maps to confirm if portions of the subject property are in regulated flood plains or flood ways.
- Compliance with all applicable zoning and use regulations and restrictions is assumed, unless a nonconformity has been stated, defined, and considered in the appraisal report.
- It is assumed that all required licenses, certifications of occupancy, and consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- It is assumed that the utilization of land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the appraisal review report.

Qualifications of Richard A. Patrick

General Background

Realty Specialist with the Illinois Department of Transportation, Division of Highways, District 6, from August 1971 to November 1993. Worked in all aspects of land acquisition except field negotiator and plats. Named Relocation Manager and Property Manager from 1976 to 1993. In 1993 supervised the Relocation Manager and Property Manager. Duties included Staff Appraiser since 1976. Approved by Federal Highway Administration as Reviewing Appraiser in 1980. Named Chief Reviewing Appraiser in charge of District 6 Appraisal Section in 1984. Local public agency Land Acquisition Coordinator since 1991.

Realty Specialist with the Illinois Department of Transportation, Division of Water Resources, statewide since November 1993. My title was Appraisal, Relocation, and Condemnation Unit Head. Since July 1995, this Division has been combined into the Department of Natural Resources. Took early retirement initiative December 2002. At time of retirement was offered the position of Chief Appraiser for IDOT, Division of Highways.

Current Independent Fee Review Appraiser, Fee Appraiser, and right of way consultant specializing in eminent domain takings

Instructor of approved prelicensure Real Estate Appraisal Courses, Principles of Real Estate Appraisal, and Valuation Procedures Course at Lincoln Land Community College since 1986. Formerly instructed Principles of Real Estate at LLCC.

Reviewed over 3,600 appraisals on all types of properties since 1980 and conducted over 600 relocations since 1971.

Member of Uniform Act Interagency Coordination Council 1993-2002
Member of Acquisition and Relocation Committee of the Interagency Mitigation Advisory Group 1993-2002.

Education

Attended Springfield, Illinois public schools
Graduated from Lanphier High School in 1967

Attended University of Missouri at Rolla for freshman year in Electrical Engineering

Graduated in 1971 from Illinois College in Jacksonville, Illinois with a Bachelor of Science in Business and Economics.

Appraisal Courses

Real Estate Appraisal	1972	Lincoln Land Comm. College
Fundamentals of Real Estate Appraisal	1975	1A AIREA Indiana Univ.
Capitalization Theory and Technique	1976	1B AIREA Indiana Univ.
Urban Properties	1978	II AIREA Chicago
Income Capitalization	1979	SREA Springfield
Case Studies in Real Estate Valuation	1980	AIREA Indiana University
Valuation Analysis & Report Writing	1980	AIREA Indiana University
Standards of Professional Practice	1992	AIREA Chicago
Appraisal Review on Federal Aid Project	1980	FHWA Springfield
Appraisal Review on Federal Aid Project	1993	FHWA Springfield
Fundamentals of Rural Appraisal	1995	ASFMRA Springfield
Eminent Domain for Attorneys and Appraisers	1997	FHWA Springfield
Fair Housing/Fair Lending for Appraisers	2001	Western Illinois University
Appraising for the Secondary Market	2003	Mc Kissock Springfield
Appraisal Review	2003	Mc Kissock Collinsville
USPAP Update	2006, 2009	Mc Kissock, Springfield
Fannie Mae Form Revision	2005	Mc Kissock, Springfield
Appraisal Review	2005	Mc Kissock, Springfield
Illinois Appraisers Update Seminar	2006, 2007, 2008	Illinois DPR & ICAP
REO and Foreclosure Appraisal	2007	McKissock, Springfield

Note: I am allowed 14 hours continuing education credit per renewal for teaching approved precicensure appraisal courses at Lincoln Land Community College.

Other Land Acquisition Courses

Principles of Real Estate	1972	Lincoln Land Comm. College
Illinois Eminent Domain Practice	1985	IICLE Springfield
Illinois Eminent Domain Practice	1989	IICLE Springfield
Relocation Assistance & Payments	1985	FHWA Springfield
Advanced Relocation Workshop	1993	FHWA Springfield
Moving Cost Estimating	1989	FHWA Springfield
Land Acquisition for Local Public Agencies	1985	FHWA Springfield
Relocation Assistance & Payments	1980	IRWA Springfield
Land Titles	1987	IRWA Springfield
Environmental Awareness	1974	IDOT Springfield
Contaminated Property Identification	1988	ISGS Springfield
Leaking Underground Storage Tank	1993	IEPA Fire Marshal
Skills of Expert Testimony	1995	IRWA Springfield
Business Relocation	1996	FHWA Springfield
Advanced Relocation Workshop	1999	FHWA Springfield
Land Acquisition Overview	2009	IDOT Springfield

Professional License

Illinois State Certified General Real Estate Appraiser License No. 553.000525
Member of Illinois Coalition of Appraisal Professionals



(To become a part of the project parcel file)
(Entries for preceding week to be made not later than the following Monday)

Airport: Edgar County Airport **Project:** Approach Protection
Sponsor: County Board of Edgar County **Parcel:** 023EDGA061001
County: Edgar **Unit:** _____
Owner(s) Kevin B. Harper and Karla Harper, husband and wife **Title VI (Non-Discrimination)** _____
as joint tenants
Address(s) _____ **Sex** ☒ Male ☒ Female
Phone No. (217) 260-9715
()
Interested parties: interests, addresses and telephone numbers ()
Ms. Kathy Chazelle (realtor)-(217) 251-2609

Prior to First Contact with Owner:

The undersigned hereby certifies:

1. That he/she understands that the parcels are to be secured for use in connection with a federal-aid or state aeronautic's project; and
2. That he/she has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Jodi A. Griffel
Negotiator

J. A. Griffel by DAK
Signature

6/1/10
Date

Dennis J. Hollahan
Negotiator

DJ Hollahan
Signature

8/10/10
Date

☒ Later – date title report ordered if current report is more than 90 (120 if compensation is \$10,000 or under) days old.

☐ Owner-occupant displaced; status (individual, family business, farm operation) _____

☒ N/A

☐ Letter of notification of relocation assistance and payments to owner-occupant _____

☒ N/A

☐ Tenant-occupant displaced; status (individual, family business, farm operation) _____

No. of units _____

☒ N/A

☐ If only tenants displaced, date relocation manager notified _____

☒ N/A

☒ Negotiator's introductory letter and acquisition summary statement prepared.

☒ Neighborhood and site inspection

After Negotiations Concluded:

The undersigned hereby certifies when negotiations are successful:

1. That the written agreement secured embodies all of the considerations agreed upon between the negotiator and the property owner(s); and
2. That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.

Dennis J. Hollahan
Negotiator

DJ Hollahan
Signature

12/1/10
Date

Date of settlement and execution of instruments by fee owners 11/17/10 Total settlement amount \$ 18,500.00

Warrant to be forwarded to payees at following address: N/A. Owners paid at closing.

If referred for condemnation, date referred: _____

Reason: ☐ Inability to obtain agreement on compensation offered. ☐ Offer acceptable – unable to obtain clear title to parcel.

On First Contact with Owner:Date(s) and remarks, if any, of telephone contact(s) with owner to make appointment for first **Personal** negotiating contact:

- ☒ For Sponsor: "Land Acquisition For Public Airports" brochure and conveyance documents presented and explained.
- ☒ For State: "Land Acquisition For Public Airports" and "Eminent Domain" brochures and conveyance documents presented and explained.
- ☐ "Land Acquisition For Public Airports" and "Relocation...Program" letter presented and owner-occupant advised of relocation assistance and payments, and appropriate entries made on Relocation Assistance Unit Record (AER 2516). – **All by Negotiator** ☒ N/A
- ☐ Or, negotiator accompanied by relocation rep _____, who provided above services. ☒ N/A
- (1) Date of first personal contact 9/1/10 ; (2) Place Edgar County Airport office, Paris, Illinois
- (3) Persons present Karla Harper, Kathy Chazelle, Dennis Hollahan
- (4) Verbal offer made in the amount of \$ 5,800.00 ; ☒ Written offer (summary statement) presented & explained.
- (5) Remarks (include counter offers) _____

Note: All subsequent contact entries should also include items (1), (2), (3), (4) and (5) above (when appropriate). Negotiator must initial after each contact entry.

Negotiator's Report		Airport: Edgar County Airport
		Parcel: 023EDGA061001
Date of Contact:	Remarks	Negotiator's Initials
6/22/10	Contacted Mrs. Harper to let her know that a surveyor would be at the subject today. Also told her the appraiser would be contacting her soon to schedule.	JAG
6/22/10	Introductory letter sent via certified mail (no. 7007 2560 0003 1609 2242) to Mr. and Mrs. Harper.	JAG
8/11/10	I called Mrs. Harper and introduced myself and explained the anticipated timeline to finalize the appraisal review and present an offer. We had a good conversation. Mrs. Harper stated that the property is "on the market" and that she has had several inquiries. I confirmed that she had not entered into a real estate purchase agreement. She also mentioned that she returns to the property to see if there are items she can salvage from the December 2009 house fire.	DJH
9/1/10	I presented the County's offer to Mrs. Harper. Her realtor, Kathy Chazelle, sat in on the presentation. Mr. Harper is at an out-of-state work site and could not attend. Mrs. Harper informed me that he recently was offered a job with IDOT, and that he would return to the area soon. She is his attorney-in-fact for real estate transactions, however, and has the authority to sign conveyance documents on his behalf. I explained the process and timelines for the County's proposed acquisition. Mrs. Harper stated that she hoped it could happen as soon as possible if the price were right. I then confirmed the title commitment's information and reviewed the following documents with Mrs. Harper: <ul style="list-style-type: none"> • Offer letter, • Basis for Computing Total Approved Compensation and Offer to Purchase in the amount of \$5,800.00, • Current title commitment, • Appraisal Report and Appraisal Review, and • "Land Acquisition for Public Airports" brochure. 	DJH

Negotiator's Report		Airport: Edgar County Airport
		Parcel: 023EDGA061001
Date of Contact:	Remarks	Negotiator's Initials
9/1/10 (cont.)	<p>I did not present a draft Real Estate Sales Contract, as none had been prepared, but I explained that such a contract would be needed to formalize a verbal agreement, if any. I did not present a relocation eligibility letter, as relocation assistance does not apply. Mr. and Mrs. Harper moved from the property immediately after the fire.</p> <p>We discussed at length the appraiser's approach given the fire damage. Mrs. Harper stated that the offer amount was inadequate, and that she would keep the property on the market. I explained that this was the beginning of negotiations, and invited her to make a counter-offer.</p> <p>Mrs. Harper said she would review the documents, and would most likely provide a counter-offer in the next 1-2 weeks. I asked that she provide support, including information on recent comparable sales in Edgar County, to support her response.</p>	
9/7/10	Ms. Chazelle e-mailed a counter-offer for \$25,000. I shared this information with Jimmy Wells, Edgar Co. Airport Manager, and with Kathy Comrie, Division of Aeronautics.	DJH
9/16/10	<p>After receiving concurrence from Jimmy Wells and Kathy Comrie (and based on support of the appraiser's information about the counter-offer), I provided the following response to Ms. Chazelle:</p> <p><i>The Illinois Division of Aeronautics has reviewed Kathy's materials and discussed your counter-offer with the appraiser and me.</i></p> <p><i>In response, the Division has justified a funding increase to a total of \$18,500.00 for the purchase of Mr. and Mrs. Harper's property.</i></p> <p><i>I know this amount is less than you sought. However, I ask that you consider this figure, especially in light of the airport's requirement (and the Division's requirement as the funding source) to pay all closing and filing fees, along with title commitment, title policy, and appraisal expenses.</i></p> <p><i>Please do not hesitate to call me to discuss this further. If you prefer, we could schedule a time for a 3-party phone conference.</i></p>	DJH
9/16/10	Telephone call with Ms. Chazelle. Mrs. Harper wants either: 1) \$18,500 and the County pays the 2010 property taxes, or 2) \$19,500.	DJH
9/17/10	By e-mail to Ms. Chazelle, I confirmed the agreement: \$18,500 and the County will pay the 2010 property taxes.	DJH
10/5/10	Karla Harper called and inquired about the closing date. I informed her that I had sent all information to the Edgar County State's Attorney and was awaiting his response regarding a purchase contract to formalize the agreement and a closing date. Karla said she would consider calling that office, also, to keep the transaction moving forward.	DJH

Negotiator's Report		Airport: Edgar County Airport
		Parcel: 023EDGA061001
Date of Contact:	Remarks	Negotiator's Initials
10/14/10	<p>Karla Harper e-mailed me and stated her frustration with community rumors about the County's purchase of the property. My response follows:</p> <p><i>Karla:</i></p> <p><i>I feel badly about the frustration you are experiencing. Yesterday morning, I inquired about the status of the closing with IDOT and the Airport Manager. IDOT (Division of Aeronautics) requires that an airport and the property owner enter into a Real Estate Purchase Agreement as a requirement for IDOT to release the funds for the closing. It is my understanding that your realtor, Kathy Chazelle, received the agreement last Friday, October 8. The Chairman of the County Board already signed the agreement.</i></p> <p><i>Once both parties execute the agreement, we'll request that IDOT release the funds. IDOT reports that it could take 3-5 weeks to provide the funds. I'll request the State's Attorney's office to schedule a November 12th closing, with the hope that IDOT approves all documents and releases the funds in time for that target closing date.</i></p>	DJH
10/19/10	Exchange of e-mails with Ms. Chazelle regarding closing costs. Also, I confirmed that the Harpers had hired an attorney to draft their preferred version of a real estate purchase contract for this transaction.	DJH
10/23/10	<p>(Saturday) Received the following from Ms. Chazelle:</p> <p><i>Dennis;</i></p> <p><i>A signed seller purchase agreement was delivered to the airport earlier this week and e-mailed to you, as well; can you give update?</i></p>	DJH
10/25/10	I informed Ms. Chazelle that the agreement is under review and, if satisfactory, would be presented to the County Board.	DJH
11/3/10	I ordered an updated title commitment. Informed Mrs. Harper of such by telephone call.	DJH
11/4/10	Phone conversation with Ms. Chazelle regarding attorney's fees. I stated that the County would not pay for the Harpers' fees for their own purchase agreement. I shared with her that the County has agreed to pay an additional \$95.00 for closing costs. I also confirmed that the closing should occur on or before November 19, the deadline stated in the Harpers' purchase agreement.	DJH
11/15/10	Confirmed by e-mail to Ms. Chazelle the division of costs for this closing.	DJH
11/16/10	Ms. Chazelle agreed to the division of closing costs during our telephone conversation.	DJH
11/17/10	Informed by Jimmy Wells that the parties closed on the sale.	DJH
11/22/10	Received and reviewed copies of conveyance and closing documents. Negotiations file closed.	DJH

STENGER

PROFESSIONAL SERVICES, INC.

July 8, 2010

Jodi A. Griffel
Hanson Professional Services Inc.
1525 S. Sixth St.
Springfield, IL 62703-2886

Re: Harper Parcel 023EDGA061001

Dear Ms. Griffel,

At your request, I have personally inspected the above-referenced property for the purpose of estimating the market value, as defined in this report, of the fee simple interest in the whole of the above referenced property; as the part taken with no remainder. It is our understanding that this report is to be used in assisting with the acquisition of the above referenced parcel for airport assemblage. The effective date of this report is the date of inspection, June 24, 2010. The date of this report is July 8, 2010.

The final value indication is contingent on the assumptions and limiting conditions included in the appraisal report. *The following appraisal report represents a **Summary Appraisal Report**, as set forth under the Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal report is consistent with the guidelines identified in the Illinois Department of Transportation "Land Acquisition Policies and Procedures" manual and consequently the valuation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (49 CFR 24), as well as FAA Order 5100.37A and FAA Advisory Circular 150/5100-17.*

The estimate of Fair Cash Market Value was based on the following definition from the Illinois Code of Civil Procedures, 735 ILCS 30/10-5-60:

"The amount of money which a purchaser, willing but not obligated to buy the property, would pay to an owner willing but not obliged to sell in a voluntary sale."

Considering the above definition of market value, my physical inspection of the subject property, and a thorough analysis of the pertinent market data from the subject's market area, it is my opinion that the market value estimate of the subject property as of June 24, 2010 was as follows:

\$5,800.00

Five Thousand Eight Hundred Dollars



Harper Parcel 023EDGA061001

This report ☒ was/☐ was not developed and reported under the Jurisdictional Exception of the Uniform Standards of Professional Appraisal Practice (USPAP) and in compliance with the policies and procedures of the Illinois Department of Transportation (IDOT), the intended user, and applicable federal and state laws. The only part or parts of the USPAP that have been disregarded are those parts that are contrary to these laws, policies and procedures.

Check the appropriate statements:

- ☒ The part or parts of the USPAP, which have been disregarded, have been identified and retained in the work file. The jurisdictional authority that justifies the Jurisdictional Exception(s) of the USPAP are the appraisal requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 CFR 24 and Chapter 2 of IDOT's Land Acquisition Policies and Procedures Manual.
- ☒ I have considered all three approaches to value and have utilized, at the minimum, the Sales Comparison Approach in establishing my opinion of value. Given the intended use, and the needs of the user, the report is no less reliable without the Cost Approach and Income Approach. I may have developed the other approaches to use as a check and balance to the Sales Comparison Approach utilized herein and they have been retained in my work file.
- ☒ I have developed and reported all applicable approaches to value that, based on the intended use and the needs of the intended user, provide reliability to the report.

The scope of work has been identified in the body of the report, in accordance with 49 CFR 24 and USPAP. The intended use and the intended user(s) have been appropriately identified in the body of the report.

This is a ☐ Self Contained/☒ Summary/☐ Restricted Use Report as defined by USPAP Standard Rule 2-2. The conclusion of the fair market value of the part taken, net damage to the remainder, if any, and any easements, if any, as of the 24th day of June, 2010 is \$ 5,800 is based upon my independent review of the information presented herein and the exercise of my professional judgment.


Signature

July 8, 2010
Date

State License/Certification Title Certified General Real Estate Appraiser
State License/Certification No. 553.0001367
Date of Expiration September 30, 2011

Parcel No. 023EDGA061001 Project Edgar County Airport Page 3 Appraiser J. Stenger
LA 20111 (Rev. 10/06)

ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following conditions:

- The legal description furnished by the client is presumed to be correct. I assume no responsibility for matters legal in character, nor do I render my opinion as to the title, which is assumed to be good and marketable. The property is appraised as if free and clear of all encumbrances whether or not that is actually the case, unless otherwise stated in this report.
 - No responsibility is assumed for accuracy of information furnished by others or from others, including the client, it's officers and employees, or public records. I am not liable for such information or for the work of contractors, subcontractors and engineers. The comparable data relied upon in this appraisal has been confirmed with one or more parties familiar with the transaction unless otherwise noted; all are considered appropriate for inclusion to the best of my factual judgment and knowledge. Certain information upon which the opinions and values are based may have been gathered by research staff working with the appraiser. Names, professional qualifications and extent of their participation can be furnished to the client upon request.
 - I have made no land survey and assume no responsibility in connection with such matters. If an exact rendering of the property, including setbacks, plot plan, etc. is required, then the reader/user of this report is advised to seek a survey by a properly qualified surveyor. It is assumed, but not warranted, that the improvements are within the boundaries of property lines of the property described and that there is no encroachment overlap, trespass or other discrepancies, unless noted within the report. The information identified in this report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of this report are based on observations and no architectural, structural, mechanical or engineering studies have been made which would discover any latent defects. No certification as to any of the physical aspects could be given unless such a study was made. If the Client has any questions regarding these items, it is the Client's responsibility to order and fund the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.
 - For the purpose of this appraisal, on- or off-site improvements proposed, if any, as well as any repairs required, are considered to be completed in a good and workmanlike manner according to information submitted and/or considered by myself. In cases of proposed construction, the report is subject to change upon inspection of the property after construction is complete. The estimate of value, as proposed, is as of the date shown, as if completed and operating at levels shown and projected.
 - The distribution of the total valuation between land and improvements in this report, where applicable, applies only under the indicated program of utilization. The separate valuations of
-

land and improvements must not be used in conjunction with any other appraisal, and are invalid if so used.

- I am not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question, unless arrangements have been made previously thereof.
 - Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee, nor will additional copies be made without the previous written consent of the appraiser, and then only in its entirety.
 - Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relation, news, sales, or other media without the written approval and consent of the author, particularly as to value conclusions, the identity of the appraiser or firm with which they are connected.
 - Inspections for the presence of hazardous materials and hazardous wastes in any form at the subject property including, but not limited to, mold, fungi, bacteria, asbestos products, radon gas, polychlorinated biphenyl (PCB) or other toxic substance were not included in the scope of services for this assignment. The appraiser has assumed that there are no hazardous materials or hazardous wastes present which would adversely affect the market value of the subject property. The assumption that hazardous materials or hazardous wastes do not exist is not to be interpreted as an indication that such substances are not present at the subject property. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of this report upon any such studies that become available to me.
 - It is assumed that there are no hidden or unforeseen conditions to the soil, subsoil, structures or other components of the subject that would render the subject more or less valuable. It is further assumed that all mechanical components are in operating condition and that HVAC, electrical, plumbing and special operating equipment are in an operational condition commensurate with the balance of the improvements, unless otherwise stating.
 - It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated, defined, and considered in the appraisal report.
 - Compliance with all applicable zoning and use regulations and restrictions is assumed, unless a nonconformity has been stated, defined, and considered in the appraisal report.
 - The appraiser has no knowledge as to whether the subject property has been undermined by any type of mining operation. There is no visual evidence on the subject property that would indicate any form of mine subsidence. The appraiser reserves the right to reevaluate this property if any evidence of actual or potential mine subsidence is presented.
-

- The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it conforms with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect on the market value of the subject. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of the ADA in estimating the market value of the property. With respect to vacant land, the ADA requirements do not apply.
 - It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management over the entire life of the property. If prudent and competent management and ownership are not provided, this would have an adverse effect upon the value of the property appraised.
 - It is assumed that all required licenses, certifications of occupancy, and consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
 - This is a SUMMARY Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP) for a Summary Appraisal Report. As such, this report might not include a full discussion of data, reasoning, and analysis that were used in the appraisal process to develop our opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in our file. The information contained in this report is specific to the needs of the Client and for the intended use stated in this report. We are not responsible for unauthorized use of this report by third parties.
 - I am not entitled to divulge the material (evaluation or valuation) content of this report and analytical findings or conclusions, or give a copy of this report to anyone other than the client or his designee, as specified in writing, except as may be required by a court of law with the power of subpoena. All conclusions and opinions concerning the analyses as set forth herein are prepared by the appraisers whose signatures appear. No change of any item in the report shall be made by anyone other than the appraiser, and the firm shall have no responsibility if any such unauthorized change is made.
 - Liability of the firm and the associates is limited to the fee collected for preparation of the appraisal. There is no accountability or liability to any third party. The fee for this appraisal or study is for the service rendered, and not time spent on the physical report. The acceptance of the report by the client takes it with the agreement and acknowledgement that the client will pay the negotiated fee, whether said agreement was verbal or written. The fee is in no way contingent on the value estimated.
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GENERAL DESCRIPTION

Take: Whole ☒ Partial ☐ Other ☐
Original ☒ Supplemental ☐

Project: Edgar County Airport
County: Edgar
Parcel No: 023EDGA061001 (Harper)

1. This report consists of 23 pages.
 2. Location and Address: Subject is located roughly 4 miles north of Paris, IL at the northeast corner of the intersection of IL RTE 1 (U.S. 150) and County Highway 17 in Edgar County. Address: IL RTE 1, Paris, IL 61944
 3. Identification: Part of the W½ of Government Lot #1 of the NW¼ of S6, T14N, R11W of the 2nd Principle Meridian, Paris, Edgar County, Illinois.
 4. Present Owner(s) Names, Address and Telephone: Kevin B. & Karla Harper, Paris, IL 61944 PH: 952/201-2133
 5. Tenant's or Lessee's Names, Address and Telephone: Owner occupied
 6. Person Interviewed: Karla Harper Interviewed by: Jeffrey Stenger
 7. Farmland Preservation Act: CL N/A OC N/A HL N/A PL N/A
FL N/A FS N/A RL N/A OL N/A
 8. Present Use: Rural Residential Highest and Best Use Before Taking: Rural Residential
Zoning: None Highest and Best Use After Taking: Airport Assemblage
 9. Subject Property Sales Record (Last 5 yrs. Required) If none, check ☒
- | Grantor | Grantee | Date | Doc. No. | R.S. | Rec. Price | Price | Verified By |
|---------|---------|------|----------|------|------------|-------|-------------|
| | | | | | | | |

Purpose of Valuation: The purpose of this valuation is to arrive at an opinion of the fair market value of subject property in fee simple title as a whole; and when applicable, the fair market value of property taken as part of the whole, the fair market value of the remainder after the taking as will be affected by contemplated improvements with consideration for damages, if any, and benefits, if any, to the remainder; and the total just compensation due property owner by reason of the taking as of June 24, 2010.

Definition of Fair Market Value: "That price which a willing buyer would pay in cash and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell."

11. Statement of Contingent and Limiting Conditions is Required.

12. Date of Signature July 8, 2010


Signature of Appraiser

Type of License Certified General Lic. No. 553.0001367 Exp. Date 9/30/11

Summary		Acres	Sq. Ft.
13. Area of Whole Property		1.881	N/A
Area to be Acquired in Fee Simple Title		1.881	0
Area to be Acquired by New Dedication		0.000	0
Area Acquired by Previous Dedication		0.411	0
Area to be Acquired for Additional R.O.W.		1.470	0
Area to be Acquired by Permanent Easement		0.000	0
Area to be Acquired by Temporary Easement		0.000	0
Area of Remainder		0.000	0

Final Conclusion of Value		
14. Fair Market Value of Whole Property		\$5,800
For Partial Taking Include the Following		
Fair Market Value of Property Taken (including improvements) as Part of the Whole		\$5,800
Fair Market Value of Remainder as Part of the Whole Before Taking		\$0
Fair Market Value of Remainder After the Taking as will be Affected by Contemplated improvements		\$0
Damage to Remainder		\$0
Compensation for Permanent Easement(s)		\$0
Compensation for Temporary Easement(s)		\$0
Total Compensation		\$5,800



GENERAL DESCRIPTION

Location	Schools
Side of Street: East (IE RTE 2)	Thirteen public schools, one private parochial school, Eastern IL
Distance and Direction To	University (Charleston), Lakeland Comm. College (Mattoon),
Nearest Markets: Paris, IL	Danville Comm. College (Danville), Indiana St. Univ. (Terra Haute)
Nearest City: Terra Haute, IN	Churches
Downtown: 5 miles (Paris)	Most major denominations available within a 25 mile radius
Section of City: Edgar County, North of Paris	
Neighborhood	
% Built-Up: 10%	Transportation
Type of Buildings: Rural Residential, Agricultural and Special Use (Airport)	Highways: US RTE 36 & 150, IL RTE's 1, 16, 49 & 133 AMTRAK in Mattoon, IL and Greyhound Bus in Terra Haute, IN.
Price Range: Residential +/- \$40,000 to +/- \$250,000 Land: \$2,000/acre to \$12,000/acre	Air transportation is accessible via Edgar County Airport, Terra Haute International Airport and Indianapolis International Airport
Age Range: ± 1 to +/- 100 years	Site Data & Utilities
Appearance: Fair to Average	Shape: Irregular
Subject Property Adjoined By: Agricultural and Airport	Topography: Level to rolling with low drainage area at southeast end.
Present Access	Cuts, Gutters: None
Current access from IL RTE 1 (US RTE 150) at two locations	Walks, Drives: Gravel
	Drainage: Surface drainage, ditches
	Street: Asphalt pavement
S.P. Conformity: Subject conforms to integrity of the market area.	Alley, if any: N/A
	Gas: No
Income Level: Moderate	Sewer: No
Property Trend: Slight growth	Electric: Yes
	Water: Well
Describe entire property before the taking, including such items as: 1) location and environment; 2) land type and usage; 3) zoning; 4) improvements; 5) special features that serve to detract or enhance; 6) include an analysis of the general area, the neighborhood, and the site; and 7) explain and justify highest and best use if it differs from present use and/or zoning. (Use additional sheets as required.)	

APPRAISER COMPETENCY

Prior to accepting an Appraisal Assignment, the Uniform Standards of Professional Appraisal Standards (USPAP) requires an appraiser to properly identify the appraisal problems to be addressed and have the knowledge and experience to complete the assignment competently, or to disclose the lack of knowledge and/or experience to the client before accepting the assignment; take all steps necessary or appropriate to complete the assignment competently; and describe the lack of knowledge and/or experience and the steps taken to complete the assignment competently in the report.

In this instance, Jeffrey T. Stenger, Executive Vice President of Stenger Professional Services, Inc., and a Certified General Real Estate Appraiser in the State of Illinois is performing the appraisal duties at issue. Mr. Stenger has over 16 years of appraisal education and experience valuing a variety of property types, as well as performing Eminent Domain appraising. He has reviewed the parcel information with the client and adequately identified the appraisal problem. The appraiser has prior appraisal experience in Central Illinois; including, but not limited to, Coles and Edgar Counties, and certifies that he has the knowledge and experience to competently perform the assignment in question.

A list of appraiser qualifications has been provided as an exhibit to this report.



PURPOSE OF THE APPRAISAL

Client and Intended User of the Appraisal

The Client for this assignment and only intended user of this report is Hanson Professional Services, Inc. as Agent for the Edgar County Airport Authority; as well as the secondary Clients, the Illinois Department of Transportation, Division of Aeronautics and its staff.

Intended Use of the Appraisal

The acquisition of this property is to accommodate and support the ongoing completion of the approved *Airport Layout Plan* for the Edgar County Airport, by valuing the necessary interests adjacent to the airport.

The **function** of this appraisal is to assist the Edgar County Airport in its land acquisition process.

Effective Date and Type of Opinion

The purpose of this **Summary Appraisal** is to estimate the Fair Cash Market Value of the Fee Simple Interest of the whole property consisting of a 1.881 acre rural residential property, as of **June 24, 2010**, as a whole, with no remainder. However, 0.411 acre of the whole lies in existing Right of Way.

The estimate of Fair Cash Market Value was based on the following definition from the Illinois Code of Civil procedures, 735 ILCS 30/10-5-60:

"The amount of money which a purchaser, willing but not obligated to buy the property, would pay to an owner willing but not obliged to sell in a voluntary sale."

Summary of Subject Characteristics and Ownership

The subject is a 1.881 acre tract (0.411 acre is existing roadway Dedication) that was improved with a \pm 3,800 s.f. two story home (\pm 130 years old) that suffered major fire damage in December, 2009. The full legal description of said tract is as represented in the attached title commitment prepared by Chicago Title Insurance Company and provided by the client. The current owners, Kevin B. & Karla Harper, husband and wife, as Joint Tenants, have owned the subject in fee simple title for over 5 years.

Based upon the above referenced title commitment, there are no significant easements, restrictions or encumbrances that have an effect on the use or value of the subject property, aside from the above referenced roadway Dedication.

Assignment Conditions

The client and intended user of this report requires this assignment conform to Chapter 2 of the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

▪ *Hypothetical Conditions:*

As defined by the *Uniform Standards of Professional Appraisal Practice*, a Hypothetical Condition is "that which is contrary to what exists, but is supposed for the purpose of analysis".

There are no *Hypothetical Conditions* associated with this appraisal.

▪ *Extraordinary Assumptions:*

As defined by the *Uniform Standards of Professional Appraisal Practice*, an Extraordinary Assumption is "an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions".

There are no *Extraordinary Assumptions* associated with this appraisal.



▪ **Jurisdictional Exceptions:**

As defined by the *Uniform Standards of Professional Appraisal Practice*, a Jurisdictional Exception is "an assignment condition established by applicable law or regulations, which precludes an appraiser from complying with a part of USPAP."

In accordance with IDOT's Land Acquisition Policies and Procedures manual, 2.01-11, all valuation assignments are required to include a *Jurisdictional Exception* certification. This certification has been completed and is attached at the front of this report.



INSTRUCTIONS

- Explain the valuation of the whole property and the acquisition if partial.
- On partial acquisitions, briefly describe the acquisition and the remainder in relation to the whole property.
- Explain the effect of the acquisition on the remainder and narratively support after values.
- Summarize your valuation and list all improvements and land being acquired.

SCOPE OF THE APPRAISAL

This appraisal report is the product of an appraisal assignment intended to comply with the Uniform Standards of Professional Appraisal Practice, as well as "The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49CFR24) via the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual (Chapter 2), FAA Order 5100.37A; FAA Advisory Circular 150/5100-17; the Eminent Domain Statutes of Illinois and historical Illinois case law. The analysis, opinions, and conclusions found herein are considered by the appraiser to be appropriate to meet the requirements of the above referenced entities.

Summary of Inspection

The appraiser has made a physical inspection of the subject property and has taken note of the volume and content of the various physical characteristics of the tract. The inspection was accomplished by visual observations around the subject's accessible perimeter and across part of the subject on foot, with additional verification made by aerial and topographic mapping. One of the owners, Karla Harper, met the appraiser on the subject and provided a full inspection of the subject and allowed herself to be interviewed concerning the subject characteristics.

The appraiser relied on the Right of Way plat and Airport Exhibit A, attached as an exhibit to this report, for the area and legal description of the subject whole. The appraiser made no additional survey of the subject property, and therefore assumes no responsibility for such matters.

Summary of Valuation Methodology

There are three traditional approaches to value that are typically employed to determine a final estimate of value for the subject property, the Sales Comparison approach, the Cost Approach, and the Income Capitalization Approach. In this instance, the Sales Comparison Approach was applied to the subject as improved.

The Income Approach was considered; however, the subject is owner occupied and therefore, no income stream exists. The Cost Approach was likewise considered; however, as previously referenced, the improvements have been heavily damaged by fire, thus rendering this approach inapplicable as well. To that end, the sales comparison approach was the only approach developed in its entirety.

Prior to the development of the value analyses, a highest and best use analysis of the subject property must be completed to determine the proper data sets from which to draw a credible valuation conclusion.

After a general survey of the subject market, as well as supply and demand forces and area development trends, the appraisal problem did not warrant an intensive highest and best use study. Given the nature of the subject real estate, my conclusion of highest and best use was based on logic and observed evidence.



INSTRUCTIONS

- Explain the valuation of the whole property and the acquisition if partial.
- On partial acquisitions, briefly describe the acquisition and the remainder in relation to the whole property.
- Explain the effect of the acquisition on the remainder and narratively support after values.
- Summarize your valuation and list all improvements and land being acquired.

Data Collection Process

The data collection process consists of compiling as much general and specific data that is pertinent to the value of subject as is necessary to arrive at a credible estimate of value. This includes defining the appraisal problem by identifying the real estate and property rights being appraised, stating the effective date and function of the appraisal, defining the values to be estimated, as well as any other limiting conditions.

Data regarding the economic principles, forces, and factors that typically influence property value, as well as the impact from social, governmental, and environmental issues, were collected and analyzed. General and specific real estate market data was then collected about the market area, the subject property and comparable properties. In this instance, sales data was collected from local multiple listing service, real estate brokers/appraisers, Edgar County Assessor's Office and the Edgar County Recorder of Deeds. Sales were then verified by one or both of the parties involved in the transaction when possible. The search for similar sales began in the immediate area of the subject. Several sales of similar properties were found over the past 18 months, with details of the 4 most similar included in this report, which also includes a summary of demographic, social and governmental data collected for this assignment. Data regarding the subject and comparable sales was collected and verified from various sources, including, but not limited to, the Edgar County Assessor, City of Paris Department of Zoning (Zoning), Federal Emergency Management Agency (Flood Maps), Illinois Department of Transportation (Traffic Counts) and the Illinois Department of Commerce and Economic Opportunity and U.S. Census Bureau (Demographics).



INSTRUCTIONS

- Explain the valuation of the whole property and the acquisition if partial.
- On partial acquisitions, briefly describe the acquisition and the remainder in relation to the whole property.
- Explain the effect of the acquisition on the remainder and narratively support after values.
- Summarize your valuation and list all improvements and land being acquired.

HIGHEST AND BEST USE

Highest and Best Use as defined by "The Appraisal of Real Estate", 13th Edition, 2008, published by the Appraisal Institute is "The reasonably probable and legal use of vacant land or an improved property that is *Legally Permissible, Physically Possible, Appropriately Supported, Financially Feasible* and that results in the *Highest Value*. A Highest and Best Use analysis must be done to a property as improved and as though vacant, independent of one another. In instances of partial acquisitions, a separate analysis must also be done in it's before and after condition, as the acquisition may provoke a change in Highest and Best Use. In each case, the Highest and Best Use may or may not be the same as its current use. The four step test of the Highest and Best Use is generally sequential with Legal Permissibility and Physical Possibility performed first. The subsequent consideration for Financial Feasibility and Maximal Productivity complete the analysis to determine Highest and Best Use in each condition.

Legal Permissibility

The determination of legal permissibility of the subject site is dependent on the subject's zoning classification and other development restrictions that local authorities impose to control development. The subject property falls outside the corporate limits of Paris and all other nearby municipalities. As a result, the subject falls within the jurisdiction of Edgar County, which has no zoning ordinance and only has setback requirements. Therefore, as long as any proposed improvements maintain a 100' setback from the centerline of IL RTE 1, the subject could be used for a multitude of uses if vacant. As improved, the subject's extensive damage from fire requires demolition and anything other than reconstruction of the subject structure would require additional setback distance.

Physically Possible

While many physical barriers can be overcome in an effort to maximize the development potential of a given site, the cost of such efforts must be compared to the return. The subject size (\pm 1.881 acres) is more than adequate to accommodate a number of potential uses in a vacant condition; however, it's effective size is only 1.47 acres due to the existence of a relatively large area (0.411 acre) of existing Dedicated roadway Right of Way. The topography is also irregular, as the rear (southeast) of the subject slopes to a creek area southeast of the subject. As previously referenced, the subject home was destroyed by fire in December, 2009 and is beyond repair. Therefore, before the site can be used for another purpose, demolition of the remaining structure will be required and the cost to do so must be considered. The attached three car garage was effectively undamaged and can theoretically be used for another purpose, as well as the five reported water wells, cistern and septic system. The subject has frontage along IL RTE 1 (US RTE 150).

As a result, the most physically possible use of the subject in the before condition is for demolition of the damaged home and construction of a new single family home, while it's after condition is for airport use.

Financial Feasibility

Given the physically possible and legal use of the subject, financial feasibility then becomes a function of the cost versus benefit from a potential use. Therefore, that improvement/use with the greatest net return becomes the highest and best use in terms of financial feasibility. In this instance, the subject is currently damaged as a result of fire. Therefore, the costs of site preparation are for demolition and must be considered in the market value of the subject before redevelopment can begin. Thus, the most financially feasible use of the subject in the before condition is for demolition of the damaged structure and redevelopment for single family use.



INSTRUCTIONS

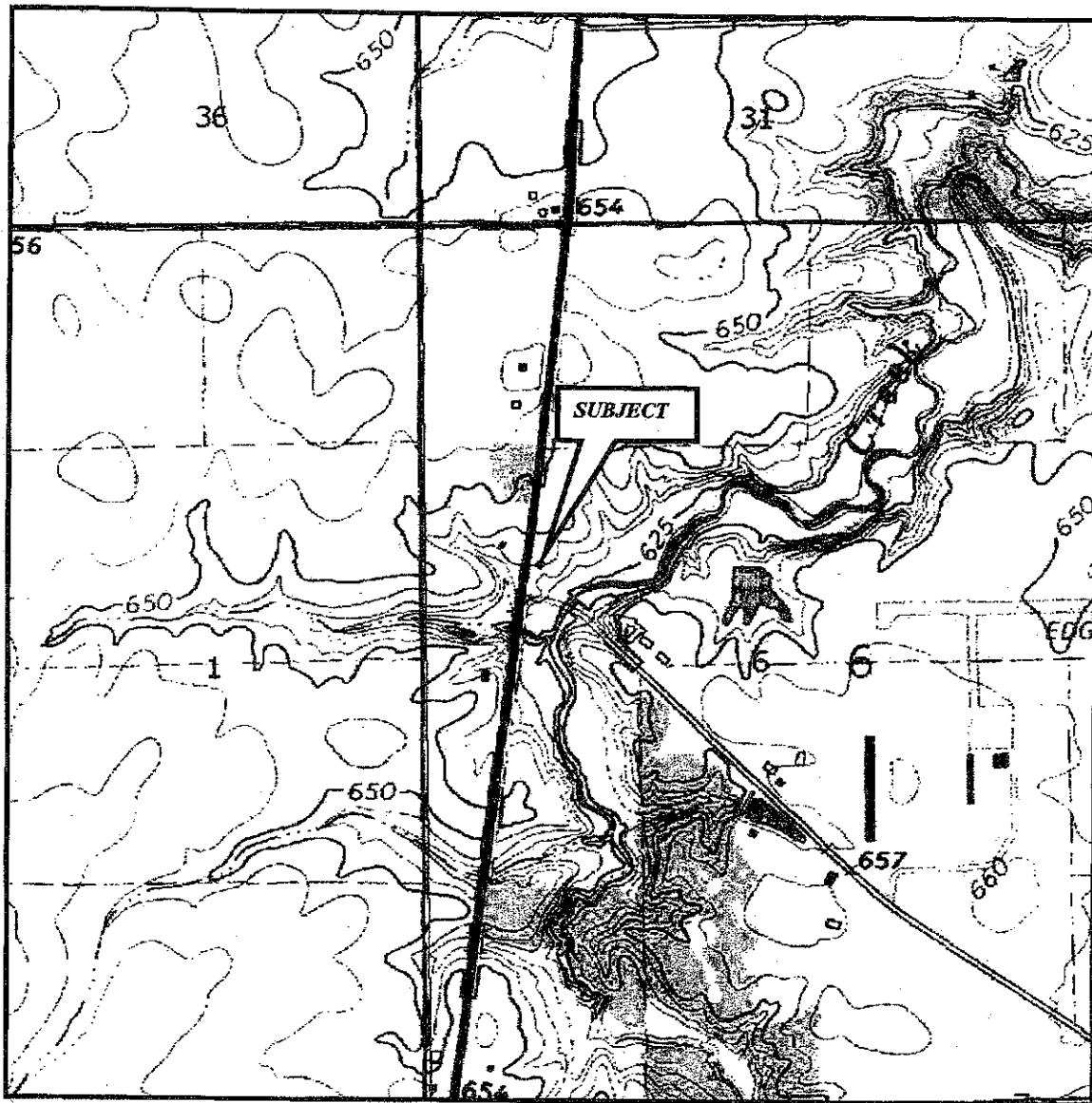
- Explain the valuation of the whole property and the acquisition if partial.
- On partial acquisitions, briefly describe the acquisition and the remainder in relation to the whole property.
- Explain the effect of the acquisition on the remainder and narratively support after values.
- Summarize your valuation and list all improvements and land being acquired.

Maximum Productivity

The maximally productive use is that which after consideration of financial feasibility, results in the highest residual land value relative to supply and demand forces. The subject lies in an area along IL RTE 1 (US RTE 150) north of Paris, IL. It is immediately adjacent to the Edgar County Airport and surrounded by agricultural and other rural residential properties. While the subject enjoys highway frontage and access, there does not appear to be great demand for development land in the area. Thus, the maximally productive use of the subject is for rural residential use upon completion of demolition.

HIGHEST AND BEST USE SUMMARY

Based on the above referenced criteria, the highest and best use of the subject in the before condition is for rural residential redevelopment that utilizes the remaining undamaged attributes after demolition of the fire damaged structure.



SUBJECT DESCRIPTION

Site Attributes

The subject site is irregular in shape, with level to slightly sloping topography and encompassing 1.881 acres of rural residential land. As previously noted, 0.411 acre of the subject whole lies within existing Dedicated roadway Right of Way limits, thus leaving a usable whole of 1.47 acres. The subject enjoys two points of access off of fronting IL RTE 1. The subject borders the Edgar County Airport on it's southeast side, with agricultural properties and sporadic rural residential tracts in all other directions.

Utilities available to the subject are reported to be telephone and electric, water supplied by 5 wells (one potable), an operating cistern and waste water treated by site septic.



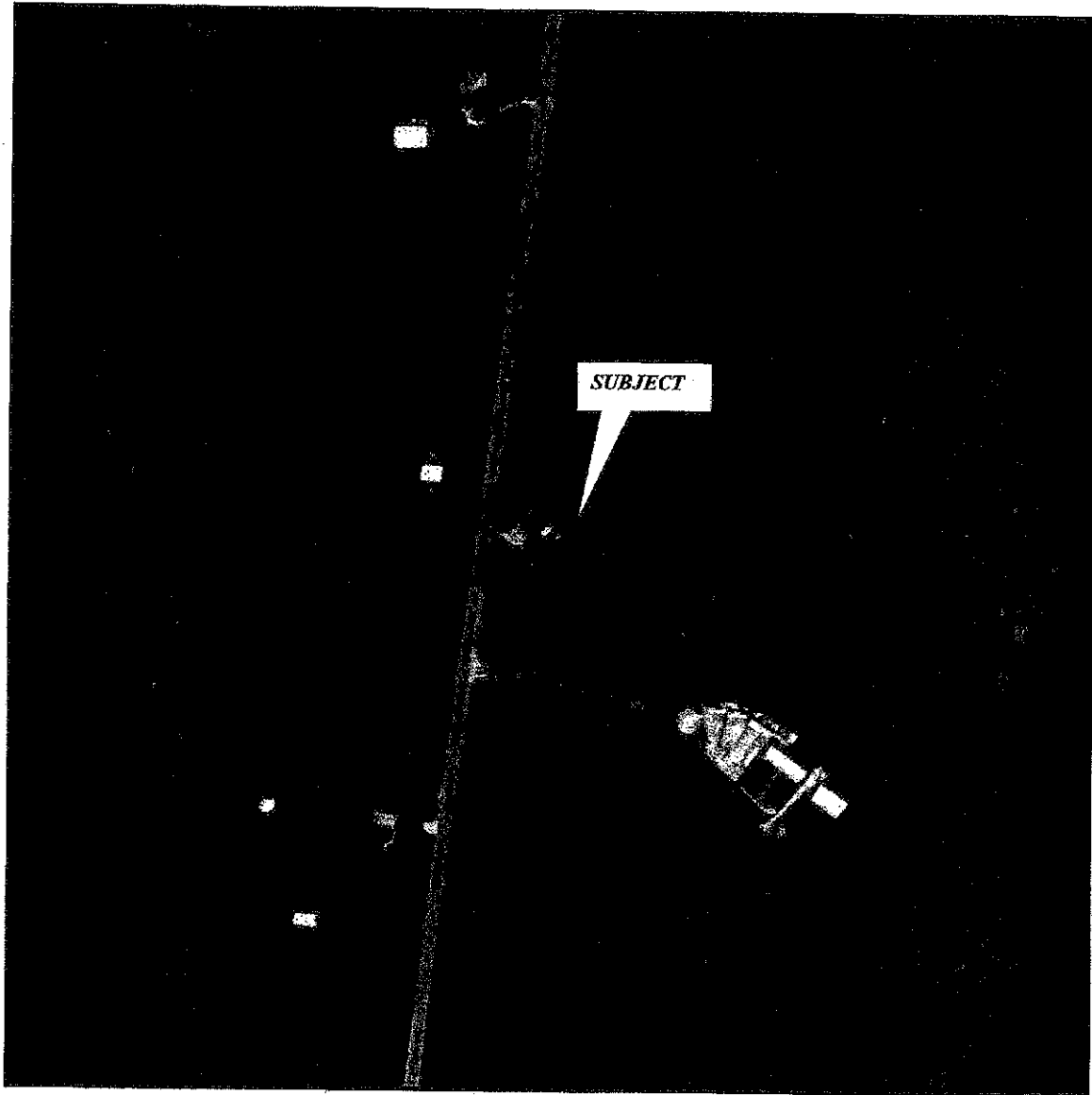
IMPROVEMENTS

The current improvements on the subject include a \pm 26' X 43' three car garage on a concrete slab foundation with wood frame, vinyl clad walls and an asphalt shingle roof. The interior is unfinished and uninsulated with open framing. This structure is less than 7 years old and is of average quality in good condition. However, it is attached by covered breezeway to a two story home that was destroyed by fire in December, 2009. As a result, the garage retains some value contribution due to the need to demolish and remove it's remaining house structure.

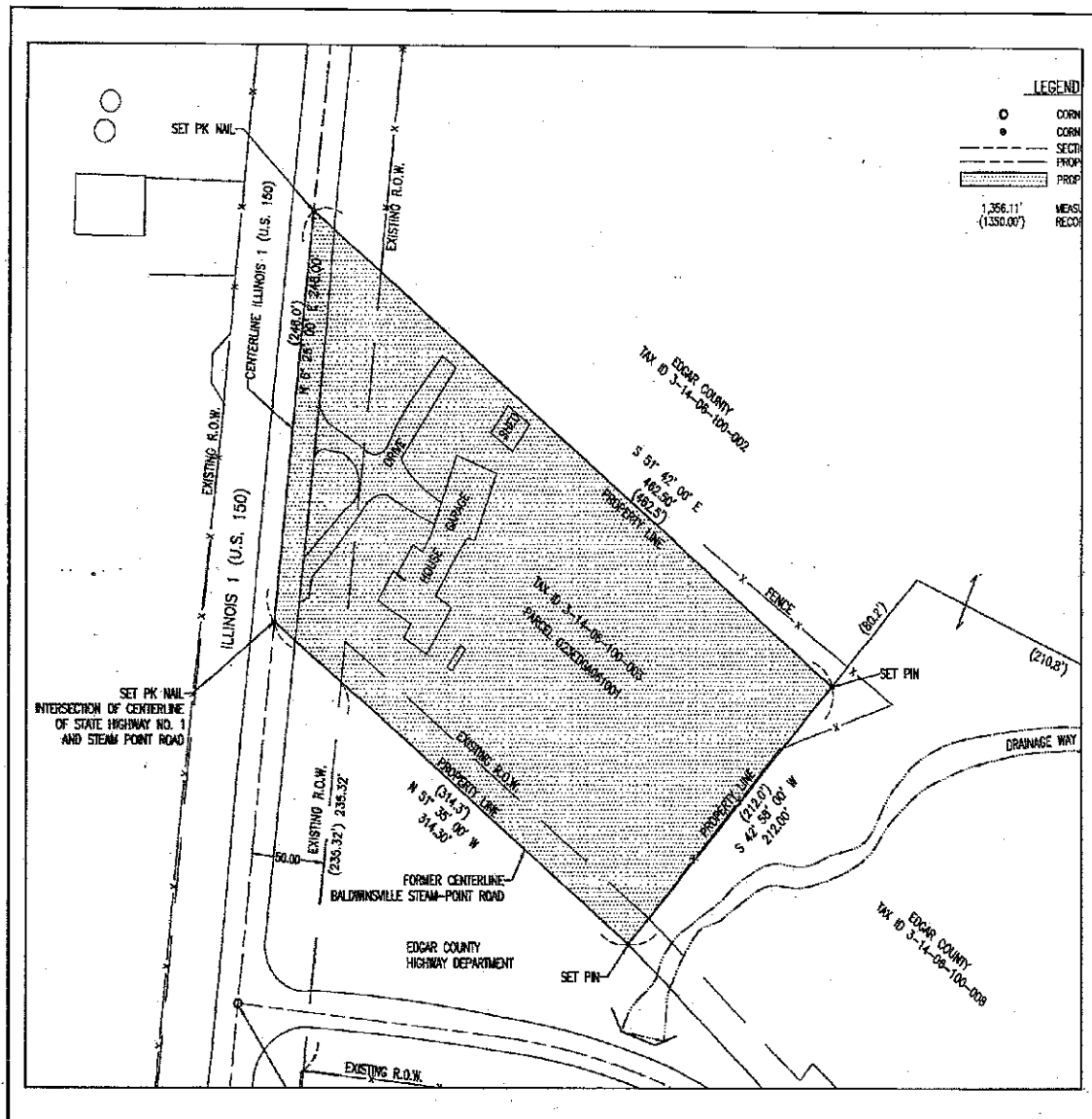
The subject also has a 16' X 18' shed with painted wood siding and a metal roof in only fair condition.



AERIAL PHOTO



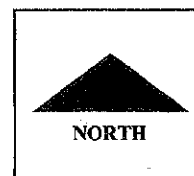
(Note: The area for the whole shown above is approximate and is provided for reference only due to the graphical limitations of software.)



SCALE : Not To Scale

Sketch must include the following:

1. Boundary dimensions except on large holdings
2. Location of improvements
3. Significant physical features of the property
4. Area to be acquired
5. Area of each remainder
6. Show distance from right of way to improvements before and after taking when proximity of right of way affects the buildings.





Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: Southeast

Description: Photo shows the backyard area of the subject.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: Northwest

Description: Photo shows the rear (Southeast) elevation of the subject home.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: Northwest

Description: Photo shows the small shed near the northwest corner of the subject in fair condition.



Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: South

Description: Photo shows the southwest portion of the backyard area.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: Northwest

Description: Photo shows the rear elevation of the fire destroyed home on the subject.



Date of Photograph: June 24, 2010

Photograph By: JTS

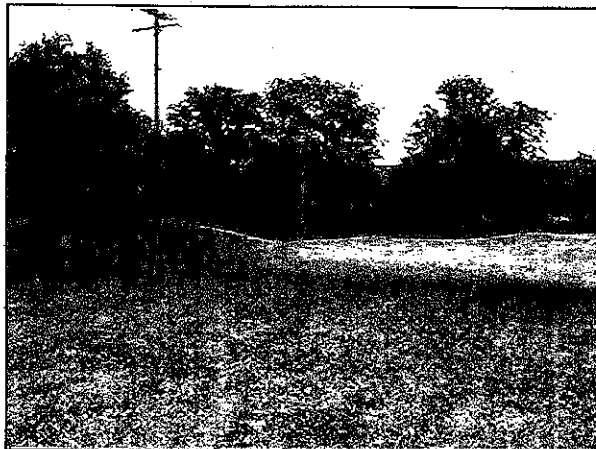
Camera Facing: North/Northwest

Description: Photo shows the southeast corner of the home and adjacent yard area.



Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: South/Southeast

Description: Photo shows the southwest edge of the subject sloping down to adjacent property.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: Northeast

Description: Photo shows the Southwest elevation of the home and side area.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: Northeast

Description: Photo shows the front yard area of the subject.



Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: June 24, 2010

Photograph By: JTS

Camera Facing: Northeast

Description: Photo shows the driveway for the subject and the three car garage that received only minor damage in the fire.

Date of Photograph:

Photograph By:

Camera Facing:

Description:

Date of Photograph:

Photograph By:

Camera Facing:

Description:



SALES COMPARISON APPROACH

Before Taking ☒

After Taking ☐

Agricultural ☒

Residential ☒

Commercial ☒

Industrial ☐

(Plus if Subject is Better) (Minus if Subject Poorer)

Always Adjust **TO** the Subject Property

COMPARABLE SALE DATA SHEETS

Attached ☒

In Sales Book ☐

	SUBJECT	SALE NO. 2	SALE NO. 3	SALE NO. 4
1	Grantor	Robert & Katherine Hutson	George Cheesman, Sr.	Larry Soberg
	Grantee	Aaron & Wendy Lawson	Darrick Creech	Allen G. Williams
	Address or Location	14790 East 500 th Road Paris, IL	400 th Road Paris, IL	South Shore Drive Paris, IL
	Date of Sale	June 2009	June 2009	April 2009
	Sale Terms	Cash	Cash	Cash
	Land Size	1.881 acres	5.50 acres	9.93 acres
	Bldg Size (s.f.)	N/A	N/A	N/A
	Type of Improv	Residential	Agricultural	N/A
	Total Sale Price	\$25,000	\$35,000	\$15,500
	Unit Price (Optional)	\$4,545 / acre	\$3,525 / acre	\$11,481 / acre

Adjustments

2.									
	Property Rights			\$0		\$0			\$0
	Adjusted Price			\$4,545		\$3,525			\$11,481
	Financing			\$0		\$0			\$0
	Adjusted Price			\$4,545		\$3,525			\$11,481
	Conditions of Sale		55	+\$2,500		0		0	\$0
	Adjusted Price			\$7,045		\$3,525			\$11,481
	Market Conditions		2	+\$141		2		2.3	+\$264
	Adj. Unit Price			\$7,186		\$3,596			\$11,745
	Location	Average +	Fair	+\$719	Fair	+\$360	Very Gd		-\$2,936
	Site Adj. (Size)	1.47 ac/411 ac	5.5 ac	+\$431	9.93 ac	+\$539	1.35 ac		\$0
	Access	Good	Average	+\$216	Average	+\$107	Good		\$0
	Shape/Topography	Irreg/Irreg	Irreg/Irreg	\$0	Ir/Irr	\$0	Rec/Lev		-\$1,148
	Corner/Interior	Interior	Interior	\$0	Interior	\$0	Corner		-\$587
	Available Utilities	Tel, elec	Tel,elec,wat	-\$359	Tel,elec,wat	-\$180	All		-\$2,936
	Demolition	Yes	No	-\$6,802	No	-\$6,802	No		-\$6,802
	Land Improvements	Garage/shed/ Wells/septic	Barn/fence/ water/septic	+\$2,242	Water/septic	+\$5,714	None		+\$8,095

Net Adjustment (+ or -)	\$	-912	\$	-191	\$	-6,050
Indicated Sale Price/Unit Price	\$	4,545	\$	3,525	\$	11,481
Indicated Value of Subject	\$	3,633	\$	3,334	\$	5,431

3. Explanation of Adjustments (See following page).

4. Analysis and Correlation of Indicated Values.

The range of adjusted values for the above referenced sales indicates a value in the range of \$3,334/acre to \$5,431/acre. Sale 3 had the smallest net adjustment, as well as the fewest overall adjustments, along with Sale 4. While this is a fairly wide range, the range between Sales 2 and 3 was much tighter (\$3,334/acre to \$3,633/acre). The predominant weight was applied to Sale 3, with the remaining balance applied to Sales 2 and 4 respectively.

Based on the market data indicated above, my opinion of fair market value of the whole subject as improved is **\$3,850/acre**.

5. Estimated Value of Entire Property by Sales Comparison Approach **\$5,800**

When Applicable : 1.47 acres @ \$3,850/acre + 0.411 acre @ (5% X \$3,850/acre) = \$5,739, say \$5,800



EXPLANATION OF ADJUSTMENTS

- **Conditions of Sale:** Sale 2 was listed for sale at \$45,000; however, it sold for only \$25,000. The broker for said sale indicated that this tract was marketed independently, but negotiated into part of a larger multiple tract sale, with the bank placing a relatively arbitrary sale price of \$25,000 on this particular part of the transaction. As a result, a significantly upward adjustment was applied to the sale price based on a 13% sales to listing ratio from its higher list price.
- **Market Conditions (Time):** Due to factors at play in specific markets over a given period, an adjustment for time must be considered for each sale used to accommodate the market conditions between the sale data and the date of valuation. In this instance, an analysis of sales across the market spectrum in the Edgar County area reflects variance for time of between +3% to -5%. It is my opinion, given the highest and best use of the subject, that a 2% adjustment is warranted, thus a modest adjustment was applied to all three sales.
- **Location:** Location is one of the most important variables when considering the value of real estate, and as such, an adjustment must be considered to accommodate these variations. The subject falls within an area of Edgar County that is considered rural in nature. While all three sales are relatively similar to the subject in many respects, Sales 2 and 3 were considered more rural in nature, thus requiring a modest upward adjustment. Sale 4 fell within the outer corporate limits of Paris and as such, a significant downward adjustment was applied.
- **Size:** Traditionally, smaller tracts have had a tendency to sell for higher unit values than larger properties of similar quality. This principle still applies for rural non-agricultural tracts, thus an upward adjustment was applied to Sales 2 and 3, while Sale 4 was considered similar.
- **Access:** An adjustment for access must be considered to accommodate the contribution to the subject value. This element of consideration takes into account the accessibility to the subject relative to adjacent or nearby roadways. In this instance, the subject is considered to have good access, as it enjoys access from two points along its state highway frontage. Sales 2 and 3 were felt to be relatively inferior, thus upward adjustments were applied to each; however, Sale 4 was considered similar, thus no adjustment was applied.
- **Shape/Topography:** The subject is considered to be irregular in both shape and topography, thus limiting its full potential based on size. Sales 2 and 3 were also considered irregular in both aspects; thus no adjustment was applied. Sale 4 was considered superior, thus a downward adjustment was applied.
- **Corner/Interior:** The subject was once a corner tract; however, due to a realignment of the adjacent township road, the subject effectively lost this configuration and is now considered an interior lot, as are Sales 2 and 3. However, Sale 4 required a modest downward adjustment due to its corner location.
- **Available Utilities:** Utilities available at the subject site are reportedly limited to telephone and electric service, with water and sewer provided by an on-site well and septic. Each of the three sales enjoy superior utility accommodations, thus relative downward adjustments were applied to each.
- **Demolition:** As reported herein, the subject home was damaged beyond repair by fire. As a result, the costs for demolition for the house, while salvaging the garage, shed and subservice site utilities (wells, cistern and septic) must be considered. As a result, the estimated demolition costs have been applied to all three sales in the form of a significant downward adjustment. It should be noted that these costs were acquired by actual quotes from demolition contractors in the area.



EXPLANATION OF ADJUSTMENTS

- **Land Improvements:** After demolition of the damaged house, the subject enjoys a three car garage, small shed, functional septic, five active water wells (only one potable) and cistern, as well as a double gravel drive. Sale 4 has no such improvements, thus the full value contribution from the subject improvements are realized in an upward adjustment. Sales 2 and 3 each have various land improvements that offset some of the contributions from those of the subject, but the subject is still superior. Thus, relative upward adjustments were applied to each.



Before Taking ☒

After Taking ☐

Summary of Valuation

1. Indicated Value by Cost Approach	N/A
2. Indicated Value by Sales Comparison Approach	\$5,800
3. Indicated Value by Income Approach	N/A
4. Analysis and Correlation of Approaches to Value:	

As indicated earlier in this report, the cost and income approaches to value have not been employed due to their relative inapplicability and historical Illinois case law. Elements of each approach have been employed only as a check to the findings of the Sales Comparison Approach. To that end, the Sales Comparison Approach stands alone in estimating the Fair Market Value of the subject at **\$5,800**.

5. Appraiser's Final Estimate of Fair Market Value of Whole Property **\$ 5,800**



NARRATIVE ANALYSIS OF TAKING

Describe the taking in detail including such items as: 1. a description of the land to be taken in relation to its location on the property, 2. its use, 3. its type and classification, 4. its topography, 5. any other special features or unusual characteristics.

EVALUATION OF THE PART TAKEN

As previously reported, this is a proposed acquisition of the subject whole in "as-is" condition. As a result, the value of the whole as represented on the preceding page also represents the value of the part taken at **\$5,800**.

There are no damages to the remainder, as no remainder will exist.



**NARRATIVE EXPLANATION
OF VALUATION**

INSTRUCTIONS

- Explain the valuation of the whole property and the acquisition if partial.
- On partial acquisitions, briefly describe the acquisition and the remainder in relation to the whole property.
- Explain the effect of the acquisition on the remainder and narratively support after values.
- Summarize your valuation and list all improvements and land being acquired.

VALUATION AND TOTAL COMPENSATION SUMMARY

As previously discussed, the market approach was the only approach to value employed with this assignment. As a result, reconciliation of the value findings from the various approaches is unnecessary.

The following is a summary of my valuation of the whole property, the part taken and damages to the value of the remainder.

Fair Market Value of Whole Property.....	\$ 5,800
Fair Market Value of Part Taken.....	\$ 5,800
Fair Market Value of Remainder Before Taking.....	\$ 0
Fair Market Value of Remainder After Taking.....	\$ 0
Damages to the Remainder.....	\$ 0
Compensation for Temporary Easements.....	\$ 0

TOTAL COMPENSATION:

\$ 5,800



ADDITIONAL COMMENTS

CERTIFICATE OF APPRAISER

I, Jeffrey T. Stenger, hereby certify:

That on June 24, 2010 (include all dates) I personally inspected the property herein appraised and that I have afforded the property owner or his/her designated representative the opportunity to accompany me at the time of inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal and sales data sheets.

That the statements of fact contained in the report are true and correct and the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

That my analyses, opinions, and conclusions were developed, and this report has ☒ has not ☐ been prepared, in conformity with the Uniform Standards of Professional Practice.

That I understand that such appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the state of Illinois with its funds and/or with the assistance of federal-aid highway funds, or other federal funds.

That to the best of my knowledge such appraisal has been made in conformity with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of Illinois.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property. This statement is in compliance with 49 CFR 24.103(b), LAPPM Section 2.02-14 and is also a jurisdictional exception to USPAP.

That I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.

That I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, or a specific valuation.

That I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual(s), I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

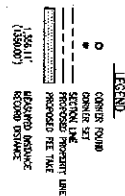
That I have no direct or indirect present or contemplated future interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Illinois Division of Highways or officials of the Federal Highway Administration, and I will not do so until so authorized by state officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the 24th day of June, 2010 is \$ 5,800 based upon my independent appraisal and the exercise of my professional judgment.


Signature

Type of License Certified General Lic. No. 553.0001367 Exp. Date 9/30/2011



ORDERED BY: - FOGAR COUNTY

DECKINGS BASED UPON N 51° 35' 00" W FOR THE SOUTH PROPERTY LINE.

INVESTIGATIVE PART OF SHEET BY DR. SIMONEAU (PWS 1999) DATED MARCH 28, 1974 AND
RECORDED IN THE EDDY COUNTY, ALABAMA RECORDERS OFFICE. ALSO REFERENCE PLAT OF SIMONEAU
AS NOTED IN BOUNDARY DESCRIPTION.
THIS SERVICE CONFORMS TO THE CURRENT ALABAMA LANDMARK STANDARDS FOR A BOUNDARY SURVEY.
FIELD WORK COMPLETED JUNE 2010.

[illegible]

TOTAL HOLDINGS = 1.001 ACRES
AREA IN EXISTING ROW = 0.417 ACRES
NET TIME REQUIRED = 1.001 ACRES
REMARKS = 0.00 ACRES

PRELIMINARY

STATE OF ILLINOIS
COUNTY OF EDGEMOND

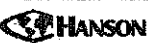
4. Gary Day Rogers, do hardly carry that I am a Professional Land Surveyor, because in the State of Texas, that the survey of this plot was made under my direction; that the survey is true and complete as shown to the best of my knowledge and belief; and that all measurements and marks are of the character and accuracy the problem shows therein.

DATE: 01-10-2007

PROFESSOR AND STAFF FOR HS 2057

LICENSE EXPIRES NOVEMBER 30, 2019
 CO. LICENSE NO. 184-001061

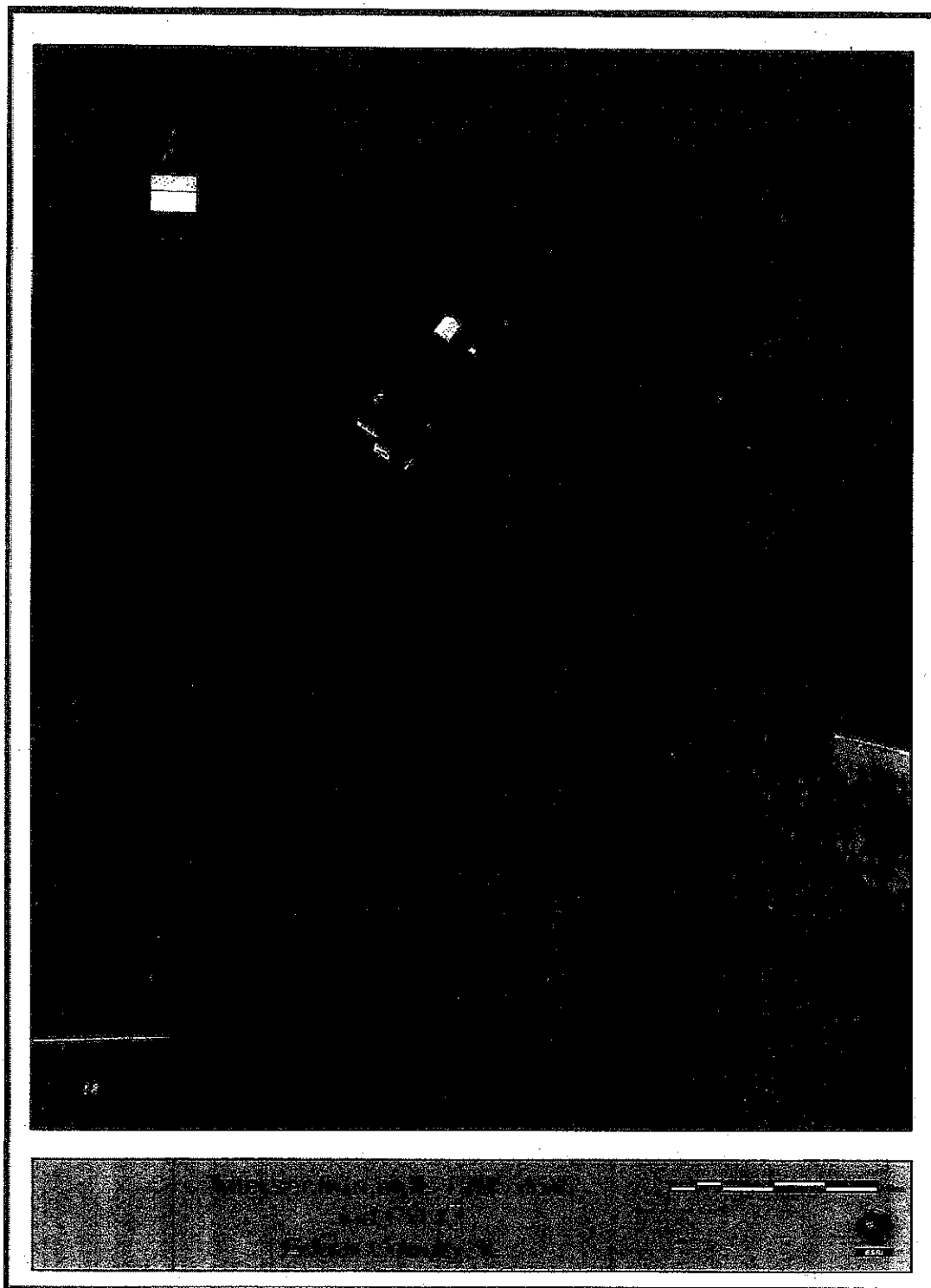
PARCEL PLAT FOR 023EDGA08100
EDGAR COUNTY AIRPORT
PARIS, EDGAR COUNTY, ILLINOIS
PART NW 1/4 SEC 6
T14N, R11W, 2ND PM



Phone: (217) 788-2430
Fax: (217) 788-2533
www.hanson-inc.com
Outside the U.S.

Report No.	T040062	
Device	PLAT 023EDGAG061001.PWG	
Sub	1"=40'	
Date	6/15/10	
LAYOUT	DCR	6/16/10
DRAWN	GRF	6/16/10
REVIEWED	GRF	6/15/10

[illegible]





Chicago Title Insurance Company

2010-243

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

IL2139 2010-243
ECS Service Corporation
d/b/a Edgar County Title Company
206 West Washington Street
Paris, IL 61944
Tel: (217) 465-5821
Fax: (217) 463-7265

Countersigned:

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:



ATTEST

President

Secretary

72C10113 (606)

ALTA Commitment - 2006

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P. 03

2174637265

53%
NOSNHH

P. 03
65:01 01:02-01-NUJ

ALTA COMMITMENT-2006
CHICAGO TITLE INSURANCE COMPANY

OFFICE FILE NUMBER 2010-243		SCHEDULE A	
COMMITMENT NUMBER 2010-243	EFFECTIVE DATE	LOAN AMOUNT	
	06/08/10	\$NONE	
	08:00 A.M.	OWNERS AMOUNT	
		\$TO COME	

1. Policy or Policies to be issued:
 Loan Policy to be issued: ALTA-2006 (6/17/06)
 Proposed Insured:

Owner's Policy to be issued: ALTA-2006 (6/17/06)
 Proposed Insured:
TO COME

2. The estate or interest in the Land described or referred to in this Commitment and covered herein is a Fee Simple and Title thereto is at the Effective Date hereof vested in:

KEVIN B. HARPER and KARLA HARPER, husband and wife, as Joint Tenants

3. The Land referred to in this Commitment is described as follows:

(See Schedule A continued)

See Continuation Sheet

ECS Service Corporation
 dba Edgar County
 Title Company

NAME OF AGENT

(217) 465-5821
 PHONE NUMBER

206 WEST WASHINGTON ST. **PARIS** **IL 61944-1723**
 COMMITMENT SCHEDULE A MAILING ADDRESS CITY STATE ZIP
(07/07 Regulated 25-WTN-1-IL-CMA-2006)

217 788 2503 P.04
 JUN-10-2010 10:59
 HANSON

2174637265

93%

P.04
 JUN-10-2010 10:59
 HANSON

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY
 (Schedule A-3 Continued)

File Number 2010-243
 Commitment Number 2010-243

Part of the West Half of Government Lot No. 1 of the Northwest Fractional Quarter (said Government Lot No. 1 being the South 80 acres of said Northwest Fractional Quarter) of Section 6, Township 14 North, Range 11 West of the 2nd P.M. described as beginning at a nail in the center line of the Illinois State Highway No. 1 at its intersection with the center line of the Steam Point-Baldwinsville Road; thence North 6 degrees 25 minutes East a distance of 248.0 feet along the center line of said Illinois Highway No. 1; thence South 51 degrees 42 minutes East a distance of 462.5 feet; thence South 42 degrees 58 minutes West a distance of 212.0 feet to an iron pin set in the center of the right of way of the Baldwinsville-Steam Point Road; thence North 51 degrees 35 minutes West along the center of said road a distance of 314.3 feet to the place of beginning, and being further described as Tract B of a survey made by F.F. Tanquary Illinois Registered Land Surveyor #1557 and recorded in Plat Book 5, Page 7 of the records of Edgar County, Illinois.

In Edgar County, Illinois.

ECS Service Corporation
 dba Edgar County
 Title Company

NAME OF AGENT

(217) 465-5821
 PHONE NUMBER

206 WEST WASHINGTON ST.

MAILING ADDRESS

PARIS

CITY

IL

STATE

61944-1723

ZIP

(7/1/11) DeploSecA 15 WDM-1 IL-OrdAdm 2009

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 NCSNH

P.05
 65:01 0102-01-NUL

ALTA-COMMITMENT-2006
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B EXCEPTIONS (continued)

File Number **2010-243**Commitment Number **2010-243**3. Taxes for the year(s) 2009 and 2010, which are a lien although not yet due or payable.

4. Rights or claims of parties in possession not shown by the public records.
5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements, or claims of easements, not shown by the public records.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes or special assessments which are not shown as existing liens by the public records.
9. General Real Estate Taxes for the year 2008 assessed in the total amount of \$1,228.26, appear paid. Index No. 03-14-06-100-003.

NOTE: According to the records in the County Assessors Office, the premises contain: 1.88 acres.

NOTE: The Tax Bill for the 2008 current taxes show the following exemptions. Improvement Exemption \$0.00 Owner Occupied Exemption \$5,500.00 Homestead/Veteran Exemption \$0.00 and SCAFFE \$0.00

10. Rights of the Public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
11. Rights of Way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
12. The spouse, if any, of the record owner/proposed insured owner should join in the execution of their respective deed or mortgage to come, or the instrument should contain a statement disclosing there is no homestead estate, to properly release homestead estate rights.
13. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of
See Continuation Sheet

BCS Service Corporation
 dba Edgar County
 Title Company

NAME OF AGENT

(217) 465-5821

PHONE NUMBER

206 WEST WASHINGTON ST.

PARIS

IL

61944-1723

MAILING ADDRESS

CITY

STATE

ZIP

06/08/10

(0106 DisplaySoft 25-WX-IL-Cash_2006)

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 90'P 005Z 88Z 21Z

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93%

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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
 SCHEDULE B (continued)

File Number 2010-243

Commitment Number 2010-243

unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.

14. Rights of Owners of land bordering on the Sand Creek in respect to the water and use of the surface of said creek.
15. Right of Way dated February 21, 1931 and recorded April 17, 1931 in Miscellaneous Record 7, Page 563 made by Blanch Moss, Fay Moss Reed (land owner) and Bertha M. Harris to Illinois Bell Telephone, its successors and assigns, grants an easement to construct, operate and maintain its communication lines, etc. over and across the land.
16. Dedication of Right of Way for the purpose of a public highway, dated February 4, 1937 and recorded April 27, 1937 in Deed Record 158A, Page 437 made by Bertha M. Harris, a widow and Blanche Moss, a spinster to the People of the State of Illinois.
17. Right of Way dated April 13, 1962 and recorded October 18, 1962 in Grants & Easements Record 4, Page 17 made by Faye Moss Reed to General Telephone Company of Illinois, its successors and assigns, grants an easement to construct, operate, patrol and maintain its communication lines, etc. over and across the land.
18. Right of Way dated January 29, 197 and recorded March 4, 1970 in Grants & Easements Record 6, Page 146 made by The Citizens National Bank of Paris, Paris, Illinois for Faye Moss Reed to General Telephone Company of Illinois, its successors and assigns, grants an easement to construct, operate, patrol and maintain its communication lines, etc. over and across the land.

FOR INFORMATION:

Kevin Harper acquired title to above premises by Warranty Deed dated September 30, 2003 and recorded October 1, 2003 as Document No. 03-0004054. In 2005, a Quit claim deed was prepared to vest title in Mr. & Mrs. Harper as Joint Tenants. The 2005 deed contained typographical errors. The legal description shown on Schedule A should be used on any future conveyances.

ECS Service Corporation
 dba Edgar County
 Title Company

NAME OF AGENT

(217) 465-5821
 PHONE NUMBER

206 WEST WASHINGTON ST.

MAILING ADDRESS

PARIS

CITY

IL 61944-1723

STATE ZIP
 (Print Display) See 25-WIN-IL-CmtB-CmtC-2000

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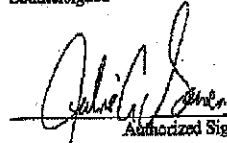
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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (Signature Page)

File Number 2010-243

Commitment Number 2010-243

Countersigned



Authorized Signatory

ECS Service Corporation
dba Edgar County
Title Company

NAME OF AGENT

(217) 465-5821
PHONE NUMBER

206 WEST WASHINGTON ST.

MAILING ADDRESS

PARIS

CITY

IL

STATE

61944-1723

ZIP

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CONDITIONS.

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.ata.org/>>.*

GENERAL EXCEPTIONS IN POLICIES

The owners policy will be subject to the following General Exceptions: (1) Rights or claims of parties in possession not shown by the public records; (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land; (3) Easements, or claims of easements, not shown by the public records; (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) Taxes or special assessments which are not shown as existing liens by the public records.

SCHEDULE B

Schedule B of the policy or policies to be issued will contain the applicable General Exceptions (see above); and, if an owners policy is to be issued, the encumbrance, if any, shown in Schedule A; and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

(1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

(2) An ALTA LOAN POLICY will be subject to the following Exceptions (a) and (b), in the absence of the production of the data and other essential facts requested in our standard "ALTA Statement": (a) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (b) Consequences of the failure of the Insured to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

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ALTA Commitment - 2006

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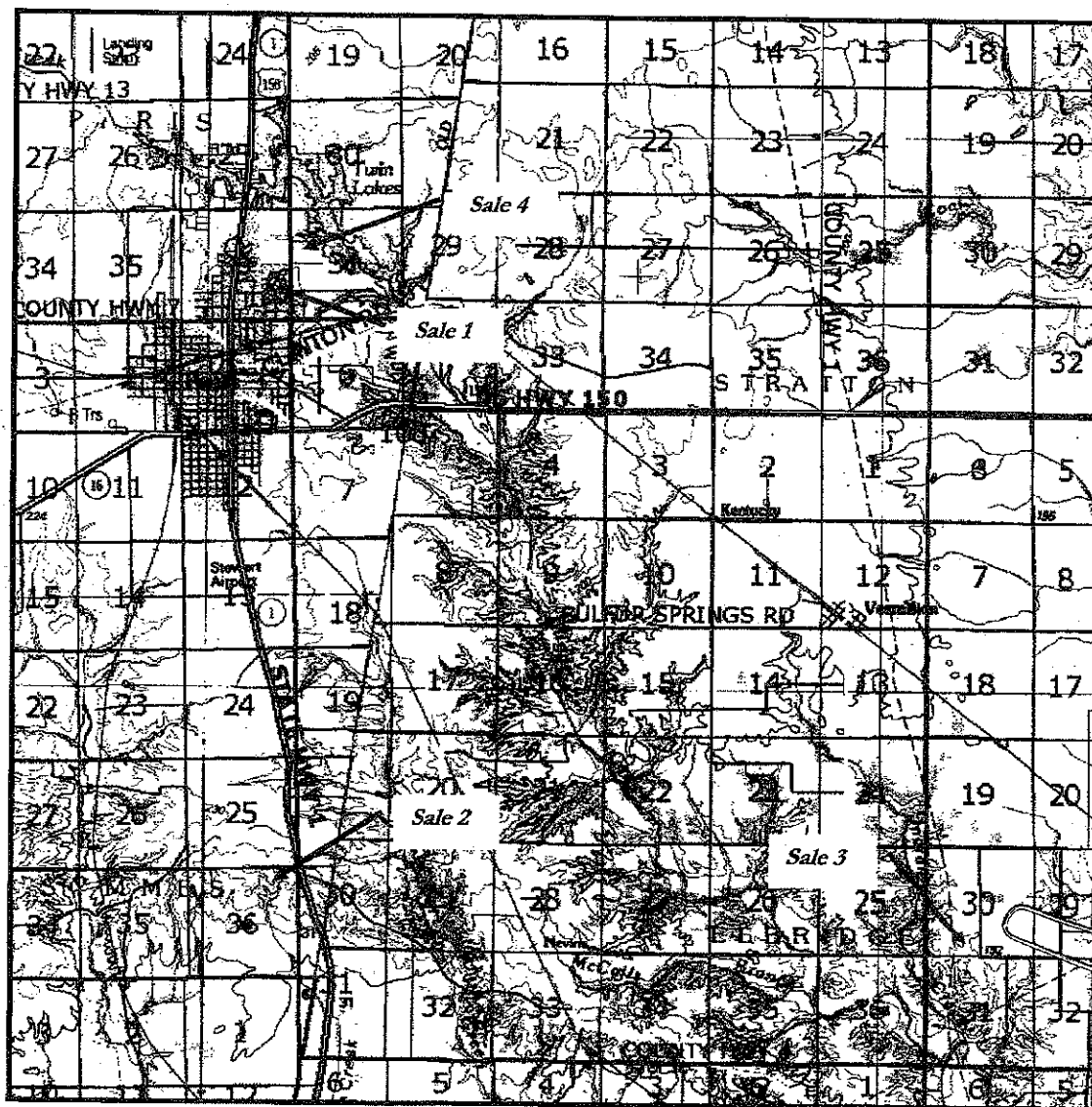
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SALES LOCATION MAP

Edgar County, IL





COMPARABLE SALE DATA



COMPARABLE SALE NO: 1

(Photograph of sale is required. See Exhibit 202-2B for requirements.)

Seller: John Shriver
Purchaser: New Beginnings Church
Sale Date: December 2009
Type: Warranty Deed
Document No: 09-3465
Revenue Stamps:
Indicated Sale Price: \$40,000.00
Verified Sale Price: \$40,000.00
Unit Price When Applicable:
 \$18,059 per acre
Verified By: Assessor's Office/Broker
Verified To: Jeffrey Stenger
Date Verified: 06/25/10
Date of Inspection: 06/24/10
Inspected By: Jeffrey Stenger
Zoning: Residential

LOCATION, ADDRESS, and/or LEGAL DESCRIPTION OF SALE PROPERTY:

Address: 511 O'kalla, Paris, IL 61944.

PIN: 09-13-36-478-001

Location: This property is located on the north side of O'kalla between Young Street and Stevens Street in Paris, IL.

Legal Description: The West 2/3 of Lot 18, Lots 19 & 20, the East 75' of lot 29, and Lot 30; all in J. Young's Addition, Part of the SE¼ of S36, T14N, R12W, 2nd P.M., Edgar County, Illinois.

Highest and Best Use:
Residential Development

Financing:
If Normal, check ☒. If other than normal, explain below.

Condition of Sale:
If an "Armstrong" transaction, check ☒. If other, explain below.

LAND AND DESCRIPTION TYPE AND SIZE:

Estimate Contributory value of each classification when applicable.

This sale is a rectangular shaped tract of residential development land containing approximately 2.21 acres (96,268 s.f.). Topography is level to slightly sloping and the site has access off of O'kalla.

The subject has a number of mature trees and falls in an area of older single family homes (established neighborhood).

Average unit value of land: \$ _____ / acre

Value allocated to land: \$ _____

BUILDINGS AND MISC. IMPROVEMENTS:

Estimate contribution to value when applicable.

Buildings: None

Land Improvements: None

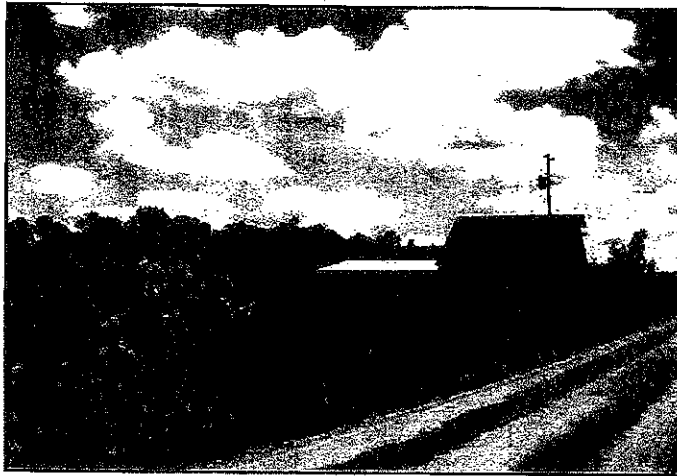
List Utilities Available: All local utilities are available.

Value allocated to improvements: \$ _____

Explain changes since sale date. If property is irregular in shape, include a sketch. The appraiser must state what he/she was unable to verify. Describe condition of improvements.



COMPARABLE SALE DATA



COMPARABLE SALE NO: 2

(Photograph of sale is required. See Exhibit 2.02-2B for requirements.)

Seller:	Robert & Katherine Hutson
Purchaser:	Aaron & Wendy Lawson
Sale Date:	June 2009
Type:	Warranty Deed
Document No:	09-1757
Revenue Stamps:	
Indicated Sale Price:	\$25,000.00
Verified Sale Price:	* \$25,000.00
Unit Price When Applicable:	
	\$4,545 per acre
Verified By:	Assessor's Office/Broker
Verified To:	Jeffrey Stenger
Date Verified:	06/25/10
Date of Inspection:	06/24/10
Inspected By:	Jeffrey Stenger
Zoning:	None

LOCATION, ADDRESS, and/or LEGAL DESCRIPTION OF SALE PROPERTY:

Address: 14790 East 500th Road, Paris, IL 61944

PIN: 14-18-36-200-005

Location: This property is located on the south side of East 500th Road south of Paris, IL.

Legal Description: Part of the NE¼ of the NE¼ of S36, T13N, R12W, 2nd P.M., Edgar County, Illinois.

Highest and Best Use:
Rural Residential

Financing:
If Normal, check ☒. If other than normal, explain below.

Condition of Sale:
If an "Armstrong" transaction, check ☒. If other, explain below.

LAND AND DESCRIPTION-TYPE AND SIZE:

Estimate contributory value of each classification when applicable.

This sale is an irregular shaped tract of rural residential land containing approximately 5.50 acres (239,580 s.f.). Topography is level to slightly sloping and the site has access off of East 500th Road.

BUILDINGS AND MISC. IMPROVEMENTS:

Estimate contribution to value when applicable.

Buildings: Large old (± 50 years) barn in fair to average condition.

Land Improvements: Perimeter cattle fencing, fair condition

List Utilities Available: Telephone, electric, city water, plus well and septic.

Average unit value of land: \$ _____ / acre

Value allocated to land: \$ _____

Value allocated to improvements: \$ _____

Explain changes since sale date. If property is irregular in shape, include a sketch. The appraiser must state what he/she was unable to verify. Describe condition of improvements.

* This property was listed independently at \$45,000; however, it sold with a larger adjacent improved tract as part of a \$200,000 total sale. The broker reports that the bank applied the \$25,000 sale price of this tract to make the total sale "work". As a result, a sales listing ratio should be applied to the listing price, with consideration given to sale condition.



COMPARABLE SALE DATA



COMPARABLE SALE NO: 3

(Photograph of sale is required. See Exhibit 2.02-2B for requirements.)

Seller: George Cheesman, Sr.

Purchaser: Darrick Creech

Sale Date: June 2009

Type: Warranty Deed

Document No: 09-1765

Revenue Stamps:

Indicated Sale Price: \$35,000.00

Verified Sale Price: \$35,000.00

Unit Price When Applicable:

\$3,525 per acre

Verified By: Assessor's Office/Broker

Verified To: Jeffrey Stenger

Date Verified: 06/25/10

Date of Inspection: 06/24/10

Inspected By: Jeffrey Stenger

Zoning: None

LOCATION, ADDRESS, and/or LEGAL DESCRIPTION OF
SALE PROPERTY:

Address: 400th Road, Paris, IL 61944

PIN: 20-30-300-009, 20-30-300-010 & 20-30-300-011

Location: This property is located on the north side of 400th Road southeast of Paris, IL.

Legal Description: Part of the SE¼ of the SW¼ of S30, T13N, R10W, 2nd P.M., Edgar County, Illinois.

Highest and Best Use:

Rural Residential/Recreational

Financing:

If Normal, check ☒. If other than normal, explain below.

Condition of Sale:

If an "Armstrong" transaction, check ☒. If other, explain below.

LAND AND DESCRIPTION-TYPE AND SIZE:

Estimate Contributory value of each classification when applicable.

This sale is an irregular shaped tract of Rural Residential/Recreational land containing approximately 9.93 acres (432,551 s.f.). Topography is level to slightly sloping and the site has access off of 400th Road.

The subject has many mature trees and partial timber.

Average unit value of land: \$ _____ / acre

Value allocated to land: \$ _____

BUILDINGS AND MISC. IMPROVEMENTS:

Estimate contribution to value when applicable.

Buildings: None

Land Improvements: None

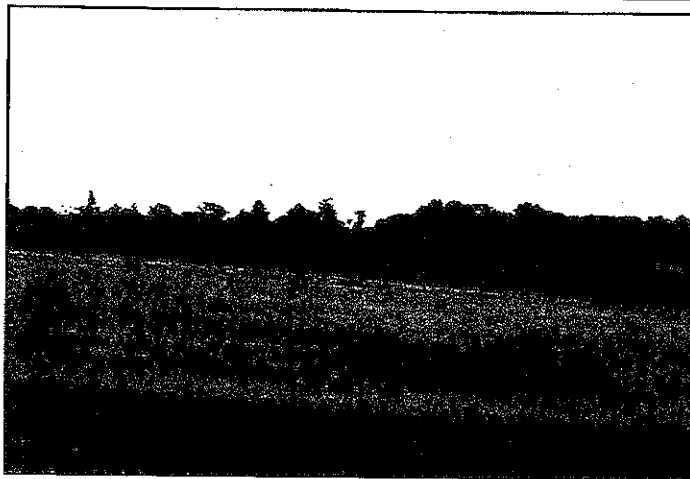
List Utilities Available: Telephone, electric, water; with well and septic.

Value allocated to improvements: \$ _____

Explain changes since sale date. If property is irregular in shape, include a sketch. The appraiser must state what he/she was unable to verify. Describe condition of improvements.



COMPARABLE SALE DATA



COMPARABLE SALE NO: 4

(Photograph of sale is required. See Exhibit 2.02-2.06 for requirements.)

Seller: Larry Soberg
Purchaser: Allen G. Williams
Sale Date: April 2009
Type: Warranty Deed
Document No: 09-1148
Revenue Stamps:
Indicated Sale Price: \$15,500.00
Verified Sale Price: \$15,500.00
Unit Price When Applicable:
\$11,481 per acre
Verified By: Assessor's Office/Broker
Verified To: Jeffrey Stenger
Date Verified: 06/25/10
Date of Inspection: 06/24/10
Inspected By: Jeffrey Stenger
Zoning: Commercial

LOCATION, ADDRESS, and/or LEGAL DESCRIPTION OF
SALE PROPERTY:

Address: South Shore Drive, Paris, IL 61944

PIN: 09-14-31-151-012

Location: This property is located at the southeast corner of South Shore Drive and High Street in Paris, IL.

Legal Description: Part of the NW¼ of S31, T14N, R11W, 2nd P.M., Edgar County, Illinois.

Highest and Best Use:
Commercial Development

Financing:
If Normal, check ☒. If other than normal, explain below.

Condition of Sale:
If an "Armstrong" transaction, check ☒. If other, explain below.

LAND AND DESCRIPTION-TYPE AND SIZE:

Estimate Contributory value of each classification when applicable.

This sale is a rectangular shaped tract of residential land containing approximately 1.35 acres (58,806 s.f.). Topography is level and the site has access off of South Shore Drive.

Average unit value of land: \$ _____ / acre

Value allocated to land: \$ _____

BUILDINGS AND MISC. IMPROVEMENTS:

Estimate contribution to value when applicable.

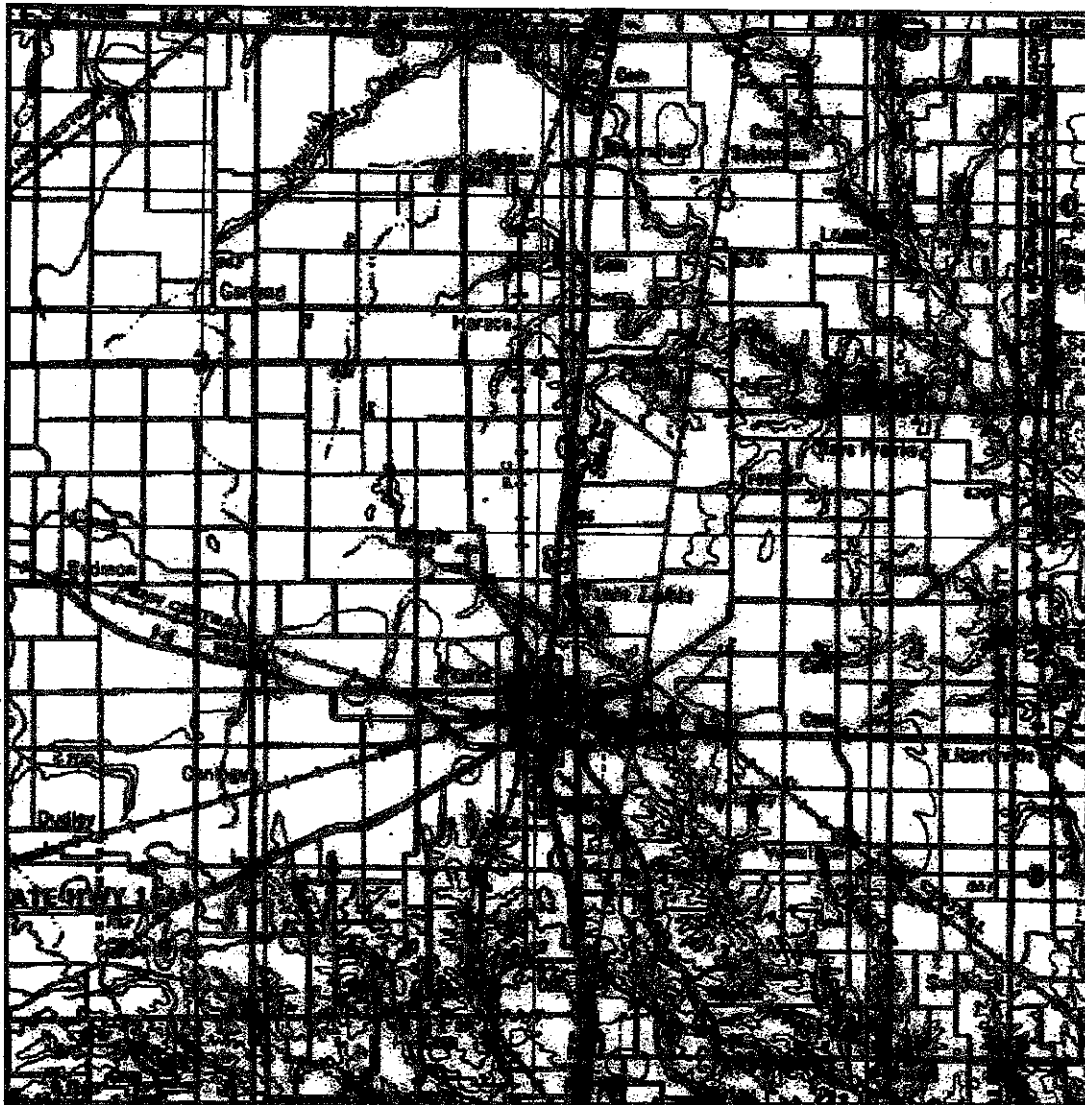
Buildings: None

Land Improvements: None

List Utilities Available: All local utilities are available.

Value allocated to improvements: \$ _____

Explain changes since sale date. If property is irregular in shape, include a sketch. The appraiser must state what he/she was unable to verify. Describe condition of improvements.



ENVIRONMENTAL CONSIDERATIONS

Environmental considerations are natural or manmade forces that effect a geographic location. Edgar County lies in the eastern central portion of the State of Illinois; as do all of the comparable sales found herein. The largest communities in the county are Paris, Chrisman, Brocton, Hume, Kansas, Metcalf, Redmon and Vermilion.

Edgar County has Twin Lakes; along with other local municipal parks. The irregular topography and plentiful wetlands in the area, coupled with the proximity to these parks, also provide good opportunities for outdoor recreational activities such as hunting, fishing and camping.

The area lies in a moderate climate zone with area residents enjoying four distinct seasons. Temperatures range from July's 86 degree average temperature to an average of 34 degrees in January. The area also has well distributed precipitation which has a monthly average of approximately 3.47 inches. These weather averages are widely considered typical for this portion of the midwest.

Man made features, such as roads, airports, and other transportation facilities, have a direct impact on an area's growth and development. Some of the man made features affecting the subject and the surrounding areas are several state, US and interstate highways. One measure of a region's accessibility is whether the largest municipality in the county is within 10 miles of an interstate.

Paris is the largest municipality in Edgar County and is also the County Seat. It has IL Routes 1, 16, 133 and U.S. Route 150 running right through it; with US Route 36 and IL Route 49 allowing additional transportation options throughout the county.

Furthermore, air transportation is considered readily accessible via the Edgar County Airport and the Terra Haute International Airport; along with Indianapolis International Airport in Indianapolis. AMTRAK is available in Mattoon approximately 38 miles away, and Greyhound Bus service is available in Terra Haute, Indiana approximately 23 miles away.

SOCIAL CONSIDERATIONS

The analysis of social considerations focuses upon area population trends. The composition of an area's population and it's movement provides the opportunity to evaluate future trends for growth. These factors are essential in assessing the potential supply and demand for particular types of real property.

Edgar County has a total population of 19,276 (2004). This is a 2.17% decrease from the 19,704 population of 2000. 48.7% of that population are males, while 51.3% are females. Paris, the County Seat, has a population of 9,077.

EDUCATION

There are thirteen public schools and one private/parochial school in Edgar County. In addition, Lakeland Community College and Danville Community College both serve Edgar County. Eastern Illinois University is located in Charleston and Indiana State University is in Terra Haute.

GOVERNMENTAL CONSIDERATIONS

Forces that are associated with government involve political and legal actions which can influence property values. Edgar County performs the mandated duties which include assessment of property, record keeping (property and vital statistics), maintenance of rural roads, administration of election and judicial functions and programs related to economic development, employment and water quality.

ECONOMIC CONSIDERATIONS

Edgar County has a total labor force of 9,396 (2000), with an unemployment rate of 9.3% (May, 2010). Based upon U.S. Census data for the year 2000, the Median Household Income for Edgar County was \$41,245.

In terms of employment, the occupation of Production/Transportation accommodates the largest percentage of the work force at 27.7%. The remaining work force is comprised of Management/Professional (25.7), Sales/Office (20.8%), Service Occupations (15.2%), Construction/Maintenance (9.0%) and Farming/Fishing (1.6%).

MAJOR EMPLOYERS	
Illinois Department of Transportation	500
Simonton Windows	450
North American Lighting	400
Meco, Inc.	210
Nova Pak	200
Pleasant Meadows Nursing Home	143
Illinois Cereal Mill	135
Cadillac Products	120
Paris Metal Products	115

- Factual information has been provided by the U.S. Census Bureau, National Association of Counties and Illinois Department of Commerce and Economic Opportunity.

Education:

Bachelor of Art/2001/Legal Studies/University of Illinois at Springfield

Associate of Applied Science/1984/Construction Technology/Parkland Community College

Experience:

- July, 2004 to Present: Executive Vice President and Chief Appraiser for Stenger Professional Services, Inc.
- 1999 to July, 2004: Land Acquisition Manager/Chief Appraiser for Hanson Professional Services Inc.
- 1995 to 1999: Staff Appraiser and Reviewing Appraiser for Illinois Department of Transportation.

Professional Designations:

Certified General Real Estate Appraiser/IL

Active Member/Illinois Coalition of Appraisal Professionals

Active Member, International Right-of-Way Association

Past President, Chapter 12/International Right-of-Way Association

Court Testimony:

Testified as the expert witness in the following counties: Sangamon, Morgan, Schuyler, Macoupin, Madison, Montgomery, Adams, Jefferson and Williamson.

Real Estate Courses Satisfactorily Completed:**Appraisal Coursework**

Appraisal Procedures (AI)
Appraisal Principles (AI)
Condemnation Appraising (AI)
Fundamentals of Rural Appraisals (ASFMRA)
Standards of Professional Appraisal Practice (REEC)
Appraising the Single Family Residence (REEC)
Appraisal of Partial Acquisitions (IRWA)
Principles of Real Estate Appraisal (LLCC)
Litigation Valuation (AI)
Basic Income Capitalization (AI)
Report Writing for Non-Residential Appraising (NAIFA)
USPAP Update 2008 (AA)
Appraisal Consulting (AI)
Eminent Domain for Attorneys and Appraisers (NHI)
Appraisal Review (MK)
Yellow Book (ASFMRA)

Other Real Estate Coursework

Advanced Relocation Workshop (IDOT)
Negotiating Effective Agreements (IDOT)
Real Estate Transactional Law (HICLE)
Environmental Issues in Real Estate (HICLE)
U.S. Land Titles (IRWA)
Ethics and Right of Way Profession (IRWA)
Bargaining Negotiations (IRWA)
Real Estate Practices (LLCC)
Business Relocation (NHI)
Basic Relocation (NHI)
Private Appraisals (McK)
Cost Approach (McK)
Appraising Convenience Stores (AI)
Data Verification Methods(AI)
Real Estate Appraisal Operations (AI)