



## NEGOTIATION RECORD

PROJECT CSBRG-0007-00 (128) COUNTY Chatham P.I.# 0007128 PARCEL: 3  
OWNER/TENANT: Causton Bluff Owners Ass., Inc., C/O Ashley Peto FEMALE ☐ YES ☐ NO  
MINORITY ☐ YES ☐ NO  
ADDRESS: 6605 Abercorn Street, Suite 105, Savannah, GA 31405 PHONE: 912-236-7575  
AGENT ASHLEY PETO (NAME) (ADDRESS) PHONE 236-7575  
JOELLEN  
ATTORNEY 40 PARK OF COMMERCE 203 (NAME) (ADDRESS) PHONE (478) 361-5472

The undersigned hereby acknowledges that the subject PARCEL is to be secured for use in connection with the aforesaid HIGHWAY PROJECT, and I (WE) have no direct or indirect, past or present, or contemplated future personal interest in parcel or in any benefit from the acquisition of such property.

NEGOTIATOR: Robert D. Buttrick DATE 1/8/16

Monetary offer for the above named interest: \$7,400.00

The following is to be answered prior to and following first contact:

### TITLE INFORMATION

Preliminary title report in: YES ☒ NO ☐ Copy of deed attached to report: YES ☒ NO ☐  
Date of Deed: 8/26/95; 196-8; 146 Indicated Purchase Price: \$ Quintelaine  
Names and Addresses of all parties secured during contact including Tenants: YES ☐ NO ☐

### CONSTRUCTION DETAILS

New Location ☐ Widening ☒ Existing typical section: 4 lane approach ramp to bridge  
Plan typical section: improved 4 lane approach ramp to bridge  
Curb and Gutter: YES ☒ NO ☐ Access Rights Required: YES ☐ NO ☒  
Any construction features pertinent to negotiations (Grade change, drainage, proximity to improvements, etc.):  
\_\_\_\_\_  
\_\_\_\_\_

Date Assigned: 1/8/16 Date First Offer Made: 1/11/16 See Attached Record for details.

I (WE), the undersigned, do certify that: (1) the written agreement secured embodies all of the considerations agreed upon between the Department and the property owner. (2) The agreement was reached without coercion or threats of any kind whatsoever by or to either party.

This 24 day of March, 2016

NEGOTIATOR Robert D. Buttrick DATE 3/24/16

TEAM LEADER \_\_\_\_\_ DATE \_\_\_\_\_

APPEALS OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

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- 1/11 - I delivered the offer package to Mrs. Peto this morning & explained how the appraisals arrived at his values. Mrs. Peto stated there is a Board meeting on 1/13 & she would present the offer then. (RDB)
- 1/21 - I met with Jellen Cooper-Pyles who is the vice-president of the homeowners association & went over the appraisal with her to show where the appraiser arrived at his values. Mrs. Cooper-Pyles said the association was upset about losing the "aesthetic" entrance & they may have to relocate the big pad entry column further back from the road on the island that is in existing right of way. She said she would speak with the Board & get back with me. (RDB)
- 2/13 - Mrs. Cooper-Pyles called me this morning & said they were meeting with an attorney this afternoon & had some questions. She was under the mistaken impression that their entrance road would be under the bridge. I told her, "no, you will be turning off of the approach ramp" not under the bridge. She also had questions about the invert elevations & drainage pipes & said she may call me back later in the day with more questions, which I told her was fine with me. (RDB)
- 2/19 - Steve Hall called today & said he will represent the HOA & we agreed to meet tomorrow at 10:00. (RDB)
- 2/20 - I called & left a message for Mr. Hall to place call. (RDB)
- 2/10 - Mr. Hall met with me & we went over the acquisition. Mr. Hall stated they want to look into the pricing for landscaping. (RDB)
- 2/22 - I called & left a message for Mr. Hall to place call. (RDB)
- 2/23 - Mr. Hall called & said they were concerned about the call box in the island & cars stacking up to gain entrance to the subdivision. (RDB)
- 3/1 - I called & left a message for Mr. Hall to place call & told him the call box is in existing right of way with an encroachment permit & if they want to move it they would have to pay for it. (RDB)
- 3/2 - Steve Hall called this morning & asked me to send him the specifications on the encroachment permit, which I did. (RDB)
- 3/10 - I called Steve Hall who answered & said he was in a meeting & would call me back a little later. (RDB)

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3/11 - I called & spoke briefly to Steve Hall. He said if I didn't hear back from him today to please call him on 3/14. (RDB)

3/14 - I called & spoke to Mr. Hall who was on a conference call & he said he would call back by the end of the day. (RDB)

3/14 - Steve Hall called me back & said their landowner said they would need "a little more money" to put back what they are losing. I told Mr. Hall our appraiser had put 7% depreciation on the existing landscaping & if we eliminated that % it would add \$1500 to the offer for a total of \$9,900. Mr. Hall said that sounded fine & asked me to send him the option marked up with the counteroffer, which I did. (RDB)

3/15 - I called & left a message for Mr. Hall to please call. (RDB)

3/18 - Joe Ellen called today & said they should have the signed option on 3/21. (RDB)

3/21 - I called & left a voice mail for Joe Ellen asking her to call me as to when I can pick up the option. (RDB)

5/11 - I called & spoke to Golden Cooper-Dyke & told her I had the closing package in. She asked me to drop the package off with the guard at the gate, which I did. (RDB)

5/19 - I called Mrs. Cooper-Dyke this morning & she said she had the executed documents at her house & could I come pick them up, which I did. (RDB)

5. Culverts. Installation of driveway culverts to gain access to the public road across the roadside ditch is the responsibility of the permittee. When an application for a permit is made, the Public Works Department will establish the pipe size and grade prior to installation of driveway culverts. Acceptable culvert materials are reinforced concrete and high density polyethylene. All driveway culverts must have an end treatment such as a concrete headwall or flared end section. The permittee is required to notify the Administrator 24 hours prior to installation of the culvert. Culverts improperly installed will be considered a violation of this Ordinance. The permittee will be required to remove and appropriately reinstall the culvert at the request of the Administrator at no cost to the County. (Amended September 21, 2001).

**\$12-1106 Minimum Conditions for a Permit**

1. Chatham County to be Held Harmless; and Cost of all Work. The full and entire expense and cost of the facility installation and maintenance shall be borne by the permittee/owner and the permittee shall make necessary arrangements for traffic over said point during such work as may be directed by the Administrator.

The permittee agrees by the acceptance of the encroachment permit to indemnify and hold harmless Chatham County, its Commissioners, officers, agents and employees from all suits or claims from any and all damages done by; or on the part of; the permittee, its agents, servants, officers or employees, or contractors, engaged in doing said work, or any injuries or damages suffered by any person as a result of said work.

2. Liability for Future Relocation Lies with Owner. In case Chatham County should, in the future, desire to make construction and/or maintenance improvements to any part of a County road, water system, sanitary sewer system, or drainage system, or appurtenance thereof, including, but not limited to, widening, relocating, reconstructing, etc., Chatham County reserves the right to require the owner to take up and relay those sections of the facility within the right-of-way as may be necessary to accommodate said improvements; the taking up and relaying to be at the expense of the owner. This work shall be completed within thirty (30) working days after notification by Chatham County, or within such other time as may be approved in writing by the County. (Amended April 24, 2009)

Should owner upon notification by Chatham County fail to remove and/or take up and relay any property encroaching in the right-of-way within 30 days, then Chatham County shall have the right to remove the obstruction or encroachment with all cost and expenses plus \$500 charged to owner in constituting a lien against the property. (Amended April 24, 2009)