



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: David Howell, Assistant City Attorney

Date: March 25, 2019

Subject: **Authorization to Use the City of Dunwoody's Powers of Eminent Domain to Obtain Certain Interests in Property Necessary for Construction of the Sidewalks From the Parcel Located at 4996 Tilly Mill Road.**

BACKGROUND

The Dunwoody City Council has adopted and accepted a plan for the creation of sidewalks along Tilly Mill Road. In order to construct such sidewalks, it is necessary to obtain certain interests in real property from parcels adjacent to Tilly Mill Road. The City of Dunwoody has attempted to negotiate for certain property interests located at 4996 Tilly Mill Road Dunwoody, Georgia 30338, however, the City has been unable to come to an agreement with the owner of the property.

An appraiser hired by the City was employed to appraise the tract of land located at 4996 Tilly Mill Road Dunwoody, Georgia 30338, bearing Parcel ID 18 359 01 021 and has determined that just and adequate compensation for the property interests necessary to construct the sidewalk improvements is Forty-Five Thousand One Hundred Dollars (\$45,100.00). Consequently, the City of Dunwoody sent the landowner a letter offering Fifty thousand Dollars (\$50,000.00) for the interests in property necessary to construct the sidewalk, which represents more than a 10% premium on the appraised value of the property.

In response, the owner of the property rejected the offer and made a counteroffer which offered the property interests sought in exchange for approximately \$45,000.00, however, such offer was explicitly conditioned on the contemporaneous settlement of numerous unrelated legal claims, which have previously been denied by the City of Dunwoody's insurance carrier, as well as other unrelated demands. Notably, the letter unequivocally stated that the easements would not be provided unless the unrelated claims were also settled.

The City of Dunwoody rejected the counteroffer by letter and informed the property owner that the City's original \$50,000.00 offer was still open and available for acceptance and that the City of Dunwoody "remains open to negotiating the value of the property interests and will consider any legitimate offer so long as such offer is rationally related to the actual value of the property interests at issue." The property owner has not communicated any such offer to the City.

RECOMMENDED ACTION

The City Attorney's Office requests Council approve the attached resolution which authorizes use of the City of Dunwoody's powers of eminent domain to condemn the property interests described in the attached resolution.

STATE OF GEORGIA
CITY OF DUNWOODY

RESOLUTION 2019-XX-XX

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DUNWOODY, GEORGIA AUTHORIZING THE USE OF EMINENT DOMAIN TO OBTAIN CERTAIN PROPERTY INTERESTS LOCATED IN LAND LOT 359 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA FOR THE PUBLIC USE AND PUBLIC BENEFIT OF CONSTRUCTING A PUBLIC SIDEWALK ALONG TILLY MILL ROAD IN DUNWOODY, GEORGIA.

WHEREAS, the City of Dunwoody, Georgia possesses the power of eminent domain as provided in O.C.G.A. § 22-1-1 et seq and O.C.G.A. § 32-3-1 et seq; and

WHEREAS, the Mayor and Council of the City of Dunwoody, Georgia have determined that it is in the public interest and benefit to construct sidewalks along Tilly Mill Road within the City of Dunwoody city limits and have adopted and accepted a plan for the creation of such sidewalks; and

WHEREAS, in order to construct said sidewalk for the public use and for the public benefit, it is necessary to obtain certain interests in real property from parcels adjacent to Tilly Mill Road; and

WHEREAS, an appraiser familiar with real estate values in DeKalb County, Georgia, was employed to appraise the tract of land located at 4996 Tilly Mill Road Dunwoody, Georgia 30338, bearing Parcel ID 18 359 01 021 and has determined that just and adequate compensation for the property interests necessary to construct the sidewalk improvements, which are more specifically described in Exhibit A, and for any consequential damages or benefits considered, is Forty-Five Thousand One Hundred Dollars (\$45,100.00); and

WHEREAS, the City of Dunwoody communicated by letter dated January 2, 2019, attached hereto as Exhibit B, to the property owner, Atlanta Global Real Estate Investment LLC, that the City was willing to offer Fifty Thousand Dollars (\$50,000.00) for the property interests sought; and

WHEREAS, the property owner rejected the offer and made a conditional counteroffer in a letter dated February 10, 2019, attached hereto as Exhibit C, which offered to provide the property interests sought in exchange for approximately \$45,000.00, however, such offer was explicitly conditioned on the contemporaneous settlement of numerous unrelated legal claims, which have previously been denied by the City of Dunwoody's insurance carrier, as well as other unrelated demands.

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2019-XX-XX

WHEREAS, the City of Dunwoody responded by letter dated February 27, 2019, attached hereto as Exhibit D, and rejected the counteroffer, however, the City of Dunwoody left open the original offer of \$50,000 for the property interests described in Exhibit A and specifically stated that the City of Dunwoody "remains open to negotiating the value of the property interests and will consider any legitimate offer so long as such offer is rationally related to the actual value of the property interests at issue."; and

WHEREAS, the owner of the parcel referenced herein has been served with written notice of the City's offer of payment, has refused the City's offer, and the City's intention to consider this Resolution as reflected in the correspondence, attached hereto as Exhibit E.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Dunwoody, Georgia as follows:

- 1) That the Dunwoody City Council declares it to be the policy and desire of the City to acquire the property interests described in Exhibit A from the tract of land located at 4996 Tilly Mill Road Dunwoody, Georgia 30338, bearing Parcel ID 18 359 01 021.
- 2) That the Dunwoody City Council finds that the public purpose of the acquisition authorized by this resolution shall be to facilitate the adopted and accepted plan of constructing sidewalks along Tilly Mill Road which the Council believes is necessary to enhance pedestrian safety along the Tilly Mill Road corridor.
- 3) That the Dunwoody City Council finds that the public necessity for immediately acquiring all of the property interests specifically described in Exhibits A for the above stated purposes is hereby declared; and further, a finding is hereby made that the circumstances are such that it is necessary to proceed with condemnation proceedings by use of the declaration of taking method of condemnation, as authorized by O.C.G.A. § 32-3-1 et seq, and use of this method is hereby authorized for the acquisition of the property interests described in Exhibit A.
- 4) That the City of Dunwoody has determined that Forty-Five Thousand One Hundred Dollars (\$45,100.00) is the just and adequate compensation to be remitted for the property interests sought and that amount is specifically authorized by this resolution.
- 5) That the City Attorney is authorized and directed by this Resolution to institute condemnation proceedings in the name of the City of Dunwoody, Georgia for the quick and effective condemnation of the property interests

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2019-XX-XX

described in Exhibit A for the public use set forth above, as provided by the Constitution of Georgia,

- 6) That the City Manager is hereby authorized and directed to expend all necessary and proper payments for the expenses incurred in carrying out the acquisition and condemnation of this property upon receipt of a requisition therefor from the City Attorney and to make all necessary and proper payments in connection with such acquisition, including but not limited to, title searches, appraisals, surveys, specialty reports, expert fees, closings and/or any other costs associated with the condemnation action authorized by this Resolution.
- 7) That the Mayor of the City of Dunwoody is authorized and directed to sign a declaration of taking related to the property interests specified in Exhibit A, as required by O.C.G.A. § 32-3-6, on behalf of the governing authority of the City of Dunwoody.

SO RESOLVED this 25th day of March, 2019.

Approved:

Denis L. Shortal, Mayor

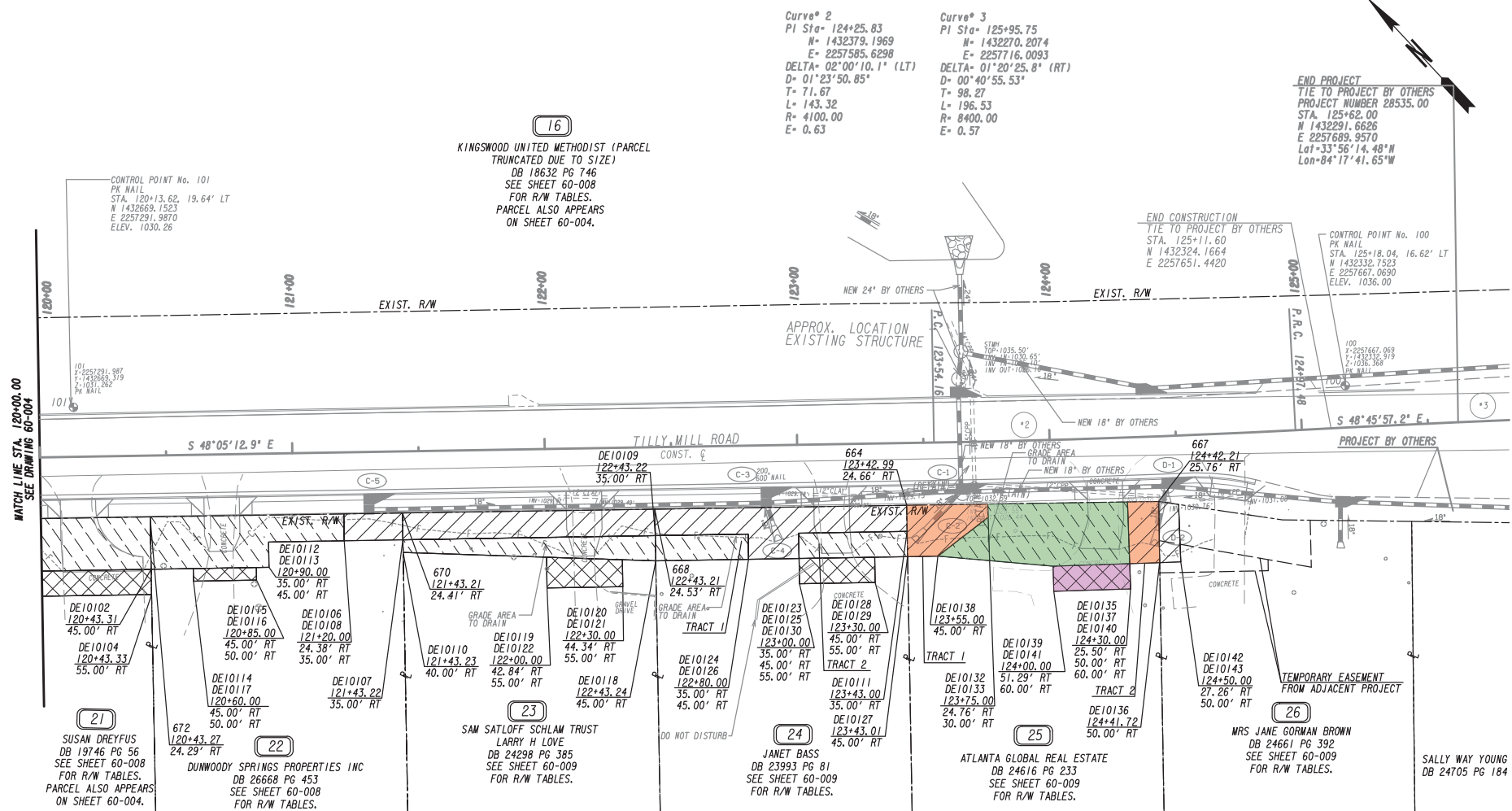
Approved as to Form:

City Attorney's Office

Attest:

Sharon Lowery, City Clerk
(SEAL)

Exhibit A



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| REVISION DATES |
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CITY OF DUNWOODY

RIGHT OF WAY PLANS

TILLY MILL ROAD

DRAWING No.
60-005

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF DRAINAGE
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

| | |
|-----------------------------|-------|
| BEGIN LIMIT OF ACCESS..... | BLA |
| END LIMIT OF ACCESS..... | ELA |
| LIMIT OF ACCESS | _____ |
| REQ'D R/W & LIMIT OF ACCESS | _____ |
| ORANGE BARRIER FENCE | _____ |
| ESA - ENV. SENSITIVE AREA | _____ |
| (SEE ERIT TABLE) | |



SCALE IN FEET

0 20 40 80

| | | |
|-------------------|-------------------------|-------|
| DATE### RUSER# | TITLE### SHEETABLE## | NO### |
|-------------------|-------------------------|-------|

23

N/F
SAM SATLOFF-SCHLAW TRUST
LARRY H LOVE
PARCEL APPEARS ON SHEET 60-005

PESMT - PAR 23/SV29 EASM'T, FOR CONSTR. & MAINT. OF DRAINAGE DE1058

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|---------------|
| 670 | 24.41 R | 121+43.21 | TILLY MILL RD |
| | 100.00 | S 48°00'56.2" E | |
| 668 | 24.53 R | 122+43.21 | TILLY MILL RD |
| | 10.47 | S 41°50'22.2" W | |
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| | 100.00 | N 48°05'12.9" W | |
| DE10107 | 35.00 R | 121+43.22 | TILLY MILL RD |
| | 10.59 | N 41°50'22.3" E | |
| 670 | 24.41 R | 121+43.21 | TILLY MILL RD |
| RECD EASMT | 1052.78 | SF | |
| RECD EASMT | 0.024 | ACRES | |

TESMT - PAR 23/SV29 EASM'T, FOR CONSTR. OF SLOPES DE1043

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|-----------------|-----------------|---------------------|---------------|
| DE10107 | 35.00 R | 121+43.22 | TILLY MILL RD |
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| DE10118 | 45.00 R | 122+43.24 | TILLY MILL RD |
| DE10110 | 40.00 R | 121+43.23 | TILLY MILL RD |
| DE10107 | 35.00 R | 121+43.22 | TILLY MILL RD |
| RECD EASMT AREA | 750.00 | SF | |

DWESMT - PAR 23/SV29 REQ'D DWMY. EASM'T. DE1044

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---------|-----------------|---------------------|---------------|
| DE10119 | 42.84 R | 122+00.00 | TILLY MILL RD |
| DE10120 | 44.34 R | 122+30.00 | TILLY MILL RD |
| DE10121 | 55.00 R | 122+30.00 | TILLY MILL RD |
| DE10122 | 55.00 R | 122+00.00 | TILLY MILL RD |
| DE10119 | 42.84 R | 122+00.00 | TILLY MILL RD |

24

N/F
JANET BASS
PARCEL APPEARS ON SHEET 60-005

PESMT - PAR 24/SV30 EASM'T FOR CONSTR. & MAINT. OF DRAINAGE DE1045

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|---------------|
| 668 | 24.53 R | 122+43.21 | TILLY MILL RD |
| | 99.78 | S 48°00'56.2" E | |
| 664 | 24.66 R | 123+42.99 | TILLY MILL RD |
| | 10.34 | S 41°50'22.3" W | |
| DE10111 | 35.00 R | 123+43.00 | TILLY MILL RD |
| | 43.00 | N 48°05'12.9" W | |
| DE10123 | 35.00 R | 123+00.00 | TILLY MILL RD |
| | 10.00 | S 41°54'47.1" W | |
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |
| | 20.00 | N 48°05'12.9" W | |
| DE10126 | 45.00 R | 122+80.00 | TILLY MILL RD |
| | 10.00 | N 41°54'47.1" E | |
| DE10124 | 35.00 R | 122+80.00 | TILLY MILL RD |
| | 36.78 | N 48°05'12.9" W | |
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| | 10.47 | N 41°50'22.2" E | |
| 668 | 24.53 R | 122+43.21 | TILLY MILL RD |
| RECD EASMT | 1238.02 | SF | |
| RECD EASMT | 0.028 | ACRES | |

TESMT - TRACT 1 PAR 24/SV30 EASM'T, FOR CONSTR. OF SLOPES DE1046

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|-----------------|-----------------|---------------------|---------------|
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| DE10124 | 35.00 R | 122+80.00 | TILLY MILL RD |
| DE10126 | 45.00 R | 122+80.00 | TILLY MILL RD |
| DE10118 | 45.00 R | 122+43.24 | TILLY MILL RD |
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| RECD EASMT AREA | 367.70 | SF | |

DWESMT - PAR 24/SV30 REQ'D DWMY. EASM'T. DE1048

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|-----------------|-----------------|---------------------|---------------|
| DE10123 | 35.00 R | 123+00.00 | TILLY MILL RD |
| DE10111 | 35.00 R | 123+43.00 | TILLY MILL RD |
| DE10127 | 45.00 R | 123+43.01 | TILLY MILL RD |
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |
| DE10123 | 35.00 R | 123+00.00 | TILLY MILL RD |
| RECD EASMT AREA | 430.07 | SF | |

TESMT - TRACT 2 PAR 24/SV30 EASM'T, FOR CONSTR. OF SLOPES DE1047

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|-----------------|-----------------|---------------------|---------------|
| DE10123 | 35.00 R | 123+00.00 | TILLY MILL RD |
| DE10111 | 35.00 R | 123+43.00 | TILLY MILL RD |
| DE10127 | 45.00 R | 123+43.01 | TILLY MILL RD |
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |
| DE10123 | 35.00 R | 123+00.00 | TILLY MILL RD |
| RECD EASMT AREA | 430.07 | SF | |

DWESMT - PAR 24/SV30 REQ'D DWMY. EASM'T. DE1048

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---------|-----------------|---------------------|---------------|
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |
| DE10128 | 45.00 R | 123+30.00 | TILLY MILL RD |
| DE10129 | 55.00 R | 123+30.00 | TILLY MILL RD |
| DE10130 | 55.00 R | 123+00.00 | TILLY MILL RD |
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |

25

N/F
ATLANTA GLOBAL REAL ESTATE
PARCEL APPEARS ON SHEET 60-005

PESMT - TRACT 1 PAR 25/SV31 EASM'T FOR CONSTR. & MAINT. OF DRAINAGE DE1049

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|---------------|
| 664 | 24.66 R | 123+42.99 | TILLY MILL RD |
| | 32.15 | S 48°00'56.2" E | |
| DE10132 | 24.76 R | 123+75.00 | TILLY MILL RD |
| | 5.24 | S 41°36'18.8" W | |
| DE10133 | 30.00 R | 123+75.00 | TILLY MILL RD |
| | 25.15 | N 44°52'29.2" W | |
| DE10138 | 45.00 R | 123+55.00 | TILLY MILL RD |
| | 12.01 | N 48°05'18.7" W | |
| DE10127 | 45.00 R | 123+43.01 | TILLY MILL RD |
| | 20.34 | N 41°50'22.3" E | |
| 664 | 24.66 R | 123+42.99 | TILLY MILL RD |
| RECD EASMT | 501.83 | SF | |
| RECD EASMT | 0.012 | ACRES | |

TESMT - TRACT 2 PAR 25/SV31 EASM'T FOR CONSTR. & MAINT. OF DRAINAGE DE1050

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|--------------------|-----------------|---------------------|---------------|
| DE10135 | 25.50 R | 124+30.00 | TILLY MILL RD |
| | 12.29 | S 48°00'56.2" E | |
| 667 | 25.76 R | 124+42.21 | TILLY MILL RD |
| | 24.25 | S 41°50'22.2" W | |
| DE10136 | 50.00 R | 124+41.72 | TILLY MILL RD |
| | 11.86 | N 49°14'42.9" W | |
| DE10137 | 50.00 R | 124+30.00 | TILLY MILL RD |
| | 24.50 | N 40°50'11.9" E | |
| DE10135 | 25.50 R | 124+30.00 | TILLY MILL RD |
| RECD EASMT | 294.33 | SF | |
| RECD EASMT | 0.007 | ACRES | |
| RECD PESMT TRACT 1 | 501.83 | SF | |
| RECD PESMT TRACT 2 | 294.33 | SF | |
| TOTAL RECD EASMT | 796.16 | SF | |
| | 0.0163 | ACRES | |

26

N/F
MRS JANE GORMAN BROWN
PARCEL APPEARS ON SHEET 60-005

PESMT - PAR 26/SV1 EASM'T FOR CONSTR. & MAINT. OF DRAINAGE DE1054

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|---------------|
| 667 | 25.76 R | 124+42.21 | TILLY MILL RD |
| | 7.88 | S 38°35'10.6" E | |
| DE10142 | 27.26 R | 124+50.00 | TILLY MILL RD |
| | 22.74 | S 40°33'25.7" W | |
| DE10143 | 50.00 R | 124+50.00 | TILLY MILL RD |
| | 8.38 | N 49°23'06.0" W | |
| DE10136 | 50.00 R | 124+41.72 | TILLY MILL RD |
| | 24.25 | N 41°50'22.2" E | |
| 667 | 25.76 R | 124+42.21 | TILLY MILL RD |
| RECD EASMT | 380.71 | SF | |
| RECD EASMT | 0.004 | ACRES | |

TESMT - PAR 26/SV1 EASM'T, FOR CONSTR. OF SLOPES DE1055

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|----------------|
| DE10144 | 29.46 L | 10+90.00 | CHERRING DRIVE |
| ARC LENGTH | 13.22 | | |
| CHORD BEAR | S 21°17'51.7" W | | |
| LNTH CHORD | 13.21 | | |
| RADIUS | 173.24 | | |
| DEGREE | 33°04'22.4" | | |
| 646 | 29.57 L | 10+79.06 | CHERRING DRIVE |
| | 201.53 | N 80°14'23.1" W | |
| DE10145 | 230.00 L | 10+67.24 | CHERRING DRIVE |
| | 20.33 | N 15°23'05.2" E | |
| DE10146 | 230.00 L | 10+75.00 | CHERRING DRIVE |
| | 110.55 | S 77°50'07.7" E | |
| DE10150 | 120.00 L | 10+80.00 | CHERRING DRIVE |
| | 91.77 | S 78°35'11.8" E | |
| DE10144 | 29.46 L | 10+90.00 | CHERRING DRIVE |
| RECD EASMT | 3289.27 | SF | |
| RECD EASMT | 0.076 | ACRES | |

27

N/F
MIKE HENDRIX III
CORY D HENDRIX
PARCEL APPEARS ON SHEET 60-006

PESMT - PAR 27/SV35 EASM'T, FOR CONSTR. & MAINT. OF DRAINAGE DE1056

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|----------------|
| DE10144 | 29.46 L | 10+90.00 | CHERRING DRIVE |
| ARC LENGTH | 13.22 | | |
| CHORD BEAR | S 21°17'51.7" W | | |
| LNTH CHORD | 13.21 | | |
| RADIUS | 173.24 | | |
| DEGREE | 33°04'22.4" | | |
| 646 | 29.57 L | 10+79.06 | CHERRING DRIVE |
| | 201.53 | N 80°14'23.1" W | |
| DE10145 | 230.00 L | 10+67.24 | CHERRING DRIVE |
| | 20.33 | N 15°23'05.2" E | |
| DE10146 | 230.00 L | 10+75.00 | CHERRING DRIVE |
| | 110.55 | S 77°50'07.7" E | |
| DE10150 | 120.00 L | 10+80.00 | CHERRING DRIVE |
| | 91.77 | S 78°35'11.8" E | |
| DE10144 | 29.46 L | 10+90.00 | CHERRING DRIVE |
| RECD EASMT | 3289.27 | SF | |
| RECD EASMT | 0.076 | ACRES | |

TESMT - PAR 27/SV35 EASM'T, FOR CONSTR. OF SLOPES DE1057

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|----------------|
| DE10144 | 29.46 L | 10+90.00 | CHERRING DRIVE |
| ARC LENGTH | 10.95 | | |
| CHORD BEAR | S 17°18'06.1" W | | |
| LNTH CHORD | 10.95 | | |
| RADIUS | 173.24 | | |
| DEGREE | 33°04'22.4" | | |
| DE10147 | 29.68 L | 10+70.00 | CHERRING DRIVE |
| | 110.60 | N 80°14'01.1" W | |
| DE10148 | 140.00 L | 10+65.00 | CHERRING DRIVE |
| | 30.00 | N 77°05'03.9" W | |
| DE10149 | 230.00 L | 10+65.00 | CHERRING DRIVE |
| | 5.87 | S 13°02.4" E | |
| DE10145 | 230.00 L | 10+67.24 | CHERRING DRIVE |
| | 201.53 | S 80°14'23.1" E | |
| 646 | 29.57 L | 10+79.06 | CHERRING DRIVE |
| RECD EASMT | 1952.51 | SF | |
| RECD EASMT | 0.045 | ACRES | |

28

N/F
ZACHARIAH WORLEY
JESSE WORLEY
PARCEL APPEARS ON SHEET 60-006

PESMT - PAR 28/SV36 EASM'T, FOR CONSTR. & MAINT. OF DRAINAGE DE1057

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|----------------|
| 646 | 29.57 L | 10+79.06 | CHERRING DRIVE |
| ARC LENGTH | 10.95 | | |
| CHORD BEAR | S 17°18'06.1" W | | |
| LNTH CHORD | 10.95 | | |
| RADIUS | 173.24 | | |
| DEGREE | 33°04'22.4" | | |
| DE10147 | 29.68 L | 10+70.00 | CHERRING DRIVE |
| | 110.60 | N 80°14'01.1" W | |
| DE10148 | 140.00 L | 10+65.00 | CHERRING DRIVE |
| | 30.00 | N 77°05'03.9" W | |
| DE10149 | 230.00 L | 10+65.00 | CHERRING DRIVE |
| | 5.87 | S 13°02.4" E | |
| DE10145 | 230.00 L | 10+67.24 | CHERRING DRIVE |
| | 201.53 | S 80°14'23.1" E | |
| 646 | 29.57 L | 10+79.06 | CHERRING DRIVE |
| RECD EASMT | 1952.51 | SF | |
| RECD EASMT | 0.045 | ACRES | |

WOLVERTON
Engineering Solutions You Can Trust
6745 Sugarloaf Parkway • Suite 100 • Duluth, Georgia 30097
Phone: 770-441-8989
www.wolvertoninc.com

REVISION DATES

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CITY OF DUNWOODY

RIGHT OF WAY PLANS

TILLY MILL ROAD

DRAWING NO.
60-009

Exhibit B



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

January 2, 2019

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Atlanta Global Real Estate Investment
4996 Tilly Mill Road
Dunwoody, Georgia 30338

Subject: 10 Day Letter

Tilly Mill Road Pedestrian and Bicycle Improvements (North Peachtree Road to Womack Road)
Parcel 25 - Parcel ID 18 359 01 021
4996 Tilly Mill Road, Dunwoody, Georgia 30338

To Mr. Rick Woroniecki,

As you are aware, the City of Dunwoody is improving Tilly Mill Road with pedestrian and bicycle facility improvements. In order to make this project possible 796.16 square feet of permanent easement for the construction and maintenance of drainage infrastructure, 1,520.62 square feet of temporary construction easement and 303.47 square feet of temporary driveway easement will be needed from the above referenced parcel owned by you. This is more particularly shown in color on the plat and settlement agreement provided with this letter.

We prefer to and are able to purchase most of the property needed for easement through negotiation. However, we have been unable to reach you for negotiations. This is our final attempt to communicate with you. Our next step is to use the authority provided to the City of Dunwoody by law to acquire the defined portion of your property by condemnation.

Through a process of thorough review and expert appraisal, we believe that the Fair Market Value of the portion of your property necessary for the City's fee simple acquisition of the defined area to be \$45,100. As litigation is costly to both the City and the landowner, it is our sincere desire that upon reconsideration of our offer, a settlement agreement can be reached, avoiding litigation. Based on this desire, we are prepared to offer up to **\$50,000**. This is our best and final offer.

If we have not received a satisfactory reply from you by **January 18, 2019**, we will begin the condemnation process based on the Fair Market Value. We regret that such action may become necessary, but we must proceed with acquisition in order to meet the project schedule.

Sincerely,

Ishri Sankar
Capital Projects Manager

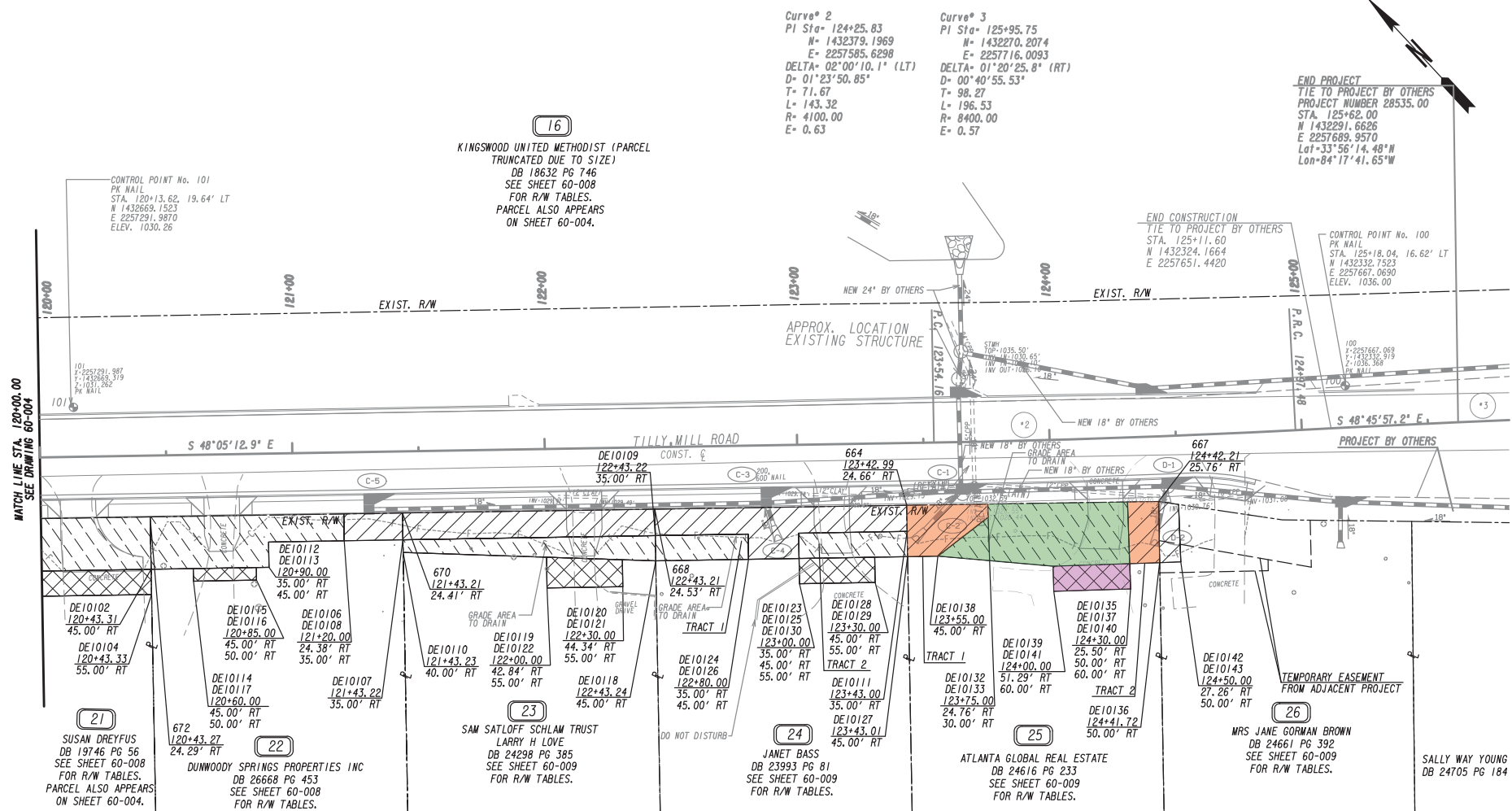
Attachments

Denis Shortal Mayor
Eric Linton, ICMA-CM City Manager
Sharon Lowery, CMC City Clerk







Pam Tallmadge City Council Post 1
Jim Riticher City Council Post 2
Tom Lambert City Council Post 3

Terry Nall City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6

Packet page:...



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF DRAINAGE
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

| | |
|---|---|
| BEGIN LIMIT OF ACCESS.....BLA |  |
| END LIMIT OF ACCESS.....ELA |  |
| LIMIT OF ACCESS |  |
| REQ'D R/W & LIMIT OF ACCESS |  |
| ORANGE BARRIER FENCE |  |
| ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE) |  |



| REVISION DATES | | |
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CITY OF DUNWOODY
RIGHT OF WAY PLANS
TILLY MILL ROAD

DRAWING No.
60-005

| | | |
|-------------------|-------------------------|-------|
| DATE### RUSER# | TITLE### SHEETABLE## | NO### |
|-------------------|-------------------------|-------|

23

N/F
SAM SATLOFF-SCHLAW TRUST
LARRY H LOVE
PARCEL APPEARS ON SHEET 60-005

PESMT - PAR 23/SV29 EASM'T. FOR CONSTR. & MAINT. OF DRAINAGE DE1058

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|---------------|
| 670 | 24.41 R | 121+43.21 | TILLY MILL RD |
| | 100.00 | S 48°00'56.2" E | |
| 668 | 24.53 R | 122+43.21 | TILLY MILL RD |
| | 10.47 | S 41°50'22.2" W | |
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| | 100.00 | N 48°05'12.9" W | |
| DE10107 | 35.00 R | 121+43.22 | TILLY MILL RD |
| | 10.59 | N 41°50'22.3" E | |
| 670 | 24.41 R | 121+43.21 | TILLY MILL RD |
| RECD EASMT | 1052.78 | SF | |
| RECD EASMT | 0.024 | ACRES | |

TESMT - PAR 23/SV29 EASM'T. FOR CONSTR. OF SLOPES DE1043

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|-----------------|-----------------|---------------------|---------------|
| DE10107 | 35.00 R | 121+43.22 | TILLY MILL RD |
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| DE10118 | 45.00 R | 122+43.24 | TILLY MILL RD |
| DE10110 | 40.00 R | 121+43.23 | TILLY MILL RD |
| DE10107 | 35.00 R | 121+43.22 | TILLY MILL RD |
| RECD EASMT AREA | 750.00 | SF | |

DWESMT - PAR 23/SV29 REQ'D DWMY. EASM'T. DE1044

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---------|-----------------|---------------------|---------------|
| DE10119 | 42.84 R | 122+00.00 | TILLY MILL RD |
| DE10120 | 44.34 R | 122+30.00 | TILLY MILL RD |
| DE10121 | 55.00 R | 122+30.00 | TILLY MILL RD |
| DE10122 | 55.00 R | 122+00.00 | TILLY MILL RD |
| DE10119 | 42.84 R | 122+00.00 | TILLY MILL RD |

24

N/F
JANET BASS
PARCEL APPEARS ON SHEET 60-005

PESMT - PAR 24/SV30 EASM'T. FOR CONSTR. & MAINT. OF DRAINAGE DE1045

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|---------------|
| 668 | 24.53 R | 122+43.21 | TILLY MILL RD |
| | 99.78 | S 48°00'56.2" E | |
| 664 | 24.66 R | 123+42.99 | TILLY MILL RD |
| | 10.34 | S 41°50'22.3" W | |
| DE10111 | 35.00 R | 123+43.00 | TILLY MILL RD |
| | 43.00 | N 48°05'12.9" W | |
| DE10123 | 35.00 R | 123+00.00 | TILLY MILL RD |
| | 10.00 | S 41°54'47.1" W | |
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |
| | 20.00 | N 48°05'12.9" W | |
| DE10126 | 45.00 R | 122+80.00 | TILLY MILL RD |
| | 10.00 | N 41°54'47.1" E | |
| DE10124 | 35.00 R | 122+80.00 | TILLY MILL RD |
| | 36.78 | N 48°05'12.9" W | |
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| | 10.47 | N 41°50'22.2" E | |
| 668 | 24.53 R | 122+43.21 | TILLY MILL RD |
| RECD EASMT | 1238.02 | SF | |
| RECD EASMT | 0.028 | ACRES | |

TESMT - TRACT 1 PAR 24/SV30 EASM'T. FOR CONSTR. OF SLOPES DE1046

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|-----------------|-----------------|---------------------|---------------|
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| DE10124 | 35.00 R | 122+80.00 | TILLY MILL RD |
| DE10126 | 45.00 R | 122+80.00 | TILLY MILL RD |
| DE10118 | 45.00 R | 122+43.24 | TILLY MILL RD |
| DE10109 | 35.00 R | 122+43.22 | TILLY MILL RD |
| RECD EASMT AREA | 367.70 | SF | |

TESMT - TRACT 2 PAR 24/SV30 EASM'T. FOR CONSTR. OF SLOPES DE1047

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|-----------------|-----------------|---------------------|---------------|
| DE10123 | 35.00 R | 123+00.00 | TILLY MILL RD |
| DE10111 | 35.00 R | 123+43.00 | TILLY MILL RD |
| DE10127 | 45.00 R | 123+43.01 | TILLY MILL RD |
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |
| DE10123 | 35.00 R | 123+00.00 | TILLY MILL RD |
| RECD EASMT AREA | 430.07 | SF | |

DWESMT - PAR 24/SV30 REQ'D DWMY. EASM'T. DE1048

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---------|-----------------|---------------------|---------------|
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |
| DE10128 | 45.00 R | 123+30.00 | TILLY MILL RD |
| DE10129 | 55.00 R | 123+30.00 | TILLY MILL RD |
| DE10130 | 55.00 R | 123+00.00 | TILLY MILL RD |
| DE10125 | 45.00 R | 123+00.00 | TILLY MILL RD |

25

N/F
ATLANTA GLOBAL REAL ESTATE
PARCEL APPEARS ON SHEET 60-005

PESMT - TRACT 1 PAR 25/SV31 EASM'T. FOR CONSTR. & MAINT. OF DRAINAGE DE1049

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|---------------|
| 664 | 24.66 R | 123+42.99 | TILLY MILL RD |
| | 32.15 | S 48°00'56.2" E | |
| DE10132 | 24.76 R | 123+75.00 | TILLY MILL RD |
| | 5.24 | S 41°36'18.8" W | |
| DE10133 | 30.00 R | 123+75.00 | TILLY MILL RD |
| | 25.15 | N 44°52'29.2" W | |
| DE10138 | 45.00 R | 123+55.00 | TILLY MILL RD |
| | 12.01 | N 48°05'18.7" W | |
| DE10127 | 45.00 R | 123+43.01 | TILLY MILL RD |
| | 20.34 | N 41°50'22.3" E | |
| 664 | 24.66 R | 123+42.99 | TILLY MILL RD |
| RECD EASMT | 501.83 | SF | |
| RECD EASMT | 0.012 | ACRES | |

PESMT - TRACT 2 PAR 25/SV31 EASM'T. FOR CONSTR. & MAINT. OF DRAINAGE DE1050

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|--------------------|-----------------|---------------------|---------------|
| DE10135 | 25.50 R | 124+30.00 | TILLY MILL RD |
| | 12.29 | S 48°00'56.2" E | |
| 667 | 25.76 R | 124+42.21 | TILLY MILL RD |
| | 24.25 | S 41°50'22.2" W | |
| DE10136 | 50.00 R | 124+41.72 | TILLY MILL RD |
| | 11.86 | N 49°14'42.9" W | |
| DE10137 | 50.00 R | 124+30.00 | TILLY MILL RD |
| | 24.50 | N 40°50'11.9" E | |
| DE10135 | 25.50 R | 124+30.00 | TILLY MILL RD |
| RECD EASMT | 294.33 | SF | |
| RECD EASMT | 0.007 | ACRES | |
| RECD PESMT TRACT 1 | 501.83 | SF | |
| RECD PESMT TRACT 2 | 294.33 | SF | |
| TOTAL RECD EASMT | 796.16 | SF | |
| | 0.0163 | ACRES | |

26

N/F
MRS JANE GORMAN BROWN
PARCEL APPEARS ON SHEET 60-005

PESMT - PAR 26/SV1 EASM'T. FOR CONSTR. & MAINT. OF DRAINAGE DE1054

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|---------------|
| 667 | 25.76 R | 124+42.21 | TILLY MILL RD |
| | 7.88 | S 38°35'10.6" E | |
| DE10142 | 27.26 R | 124+50.00 | TILLY MILL RD |
| | 22.74 | S 40°33'25.7" W | |
| DE10143 | 50.00 R | 124+50.00 | TILLY MILL RD |
| | 8.38 | N 49°23'06.0" W | |
| DE10136 | 50.00 R | 124+41.72 | TILLY MILL RD |
| | 24.25 | N 41°50'22.2" E | |
| 667 | 25.76 R | 124+42.21 | TILLY MILL RD |
| RECD EASMT | 380.71 | SF | |
| RECD EASMT | 0.004 | ACRES | |

27

N/F
MIKE HENDRIX III
CORY D HENDRIX
PARCEL APPEARS ON SHEET 60-006

PESMT - PAR 27/SV35 EASM'T. FOR CONSTR. & MAINT. OF DRAINAGE DE1056

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|----------------|
| DE10144 | 29.46 L | 10+90.00 | CHERRING DRIVE |
| ARC LENGTH | 13.22 | | |
| CHORD BEAR | S 21°17'51.7" W | | |
| LNTH CHORD | 13.21 | | |
| RADIUS | 173.24 | | |
| DEGREE | 33°04'22.4" | | |
| 646 | 29.57 L | 10+79.06 | CHERRING DRIVE |
| | 201.53 | N 80°14'23.1" W | |
| DE10145 | 230.00 L | 10+67.24 | CHERRING DRIVE |
| | 20.33 | N 15°23'05.2" E | |
| DE10146 | 230.00 L | 10+75.00 | CHERRING DRIVE |
| | 110.55 | S 77°50'07.7" E | |
| DE10150 | 120.00 L | 10+80.00 | CHERRING DRIVE |
| | 91.77 | S 78°35'11.8" E | |
| DE10144 | 29.46 L | 10+90.00 | CHERRING DRIVE |
| RECD EASMT | 3289.27 | SF | |
| RECD EASMT | 0.076 | ACRES | |

28

N/F
ZACHARIAH WORLEY
JESSE WORLEY
PARCEL APPEARS ON SHEET 60-006

PESMT - PAR 28/SV36 EASM'T. FOR CONSTR. & MAINT. OF DRAINAGE DE1057

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|------------|-----------------|---------------------|----------------|
| 646 | 29.57 L | 10+79.06 | CHERRING DRIVE |
| ARC LENGTH | 10.95 | | |
| CHORD BEAR | S 17°18'06.1" W | | |
| LNTH CHORD | 10.95 | | |
| RADIUS | 173.24 | | |
| DEGREE | 33°04'22.4" | | |
| DE10147 | 29.68 L | 10+70.00 | CHERRING DRIVE |
| | 110.60 | N 80°14'23.1" W | |
| DE10148 | 140.00 L | 10+65.00 | CHERRING DRIVE |
| | 30.00 | N 77°05'03.9" W | |
| DE10149 | 230.00 L | 10+65.00 | CHERRING DRIVE |
| | 5.87 | S 13°02.4" E | |
| DE10145 | 230.00 L | 10+67.24 | CHERRING DRIVE |
| | 201.53 | S 80°14'23.1" E | |
| 646 | 29.57 L | 10+79.06 | CHERRING DRIVE |
| RECD EASMT | 1952.51 | SF | |
| RECD EASMT | 0.045 | ACRES | |

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REVISION DATES

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CITY OF DUNWOODY

RIGHT OF WAY PLANS

TILLY MILL ROAD

DRAWING NO.
60-009

Exhibit C

ATLANTA GLOBAL REAL ESTATE

COMMERCIAL REAL ESTATE AND BUSINESS BROKERAGE
HIGH TECH, DESIGN, PLANNING AND CONSTRUCTION
ENGINEERING, CONSULTING AND PROJECT MANAGEMENT

Richard C. "Rick" Woroniecki

d/b/a **ATLANTA GLOBAL REAL ESTATE**
 2472 Jett Ferry d, Ste 400-213, Atlanta, GA 30338
 +1 **770.331.9324** woroniecki@bellsouth.net

February 10, 2019

Ishri Sankar, Capital Projects Manager
City of Dunwoody
 4800 Ashford Dunwoody Rd
 Dunwoody, GA 30338

USPO Certified Return Receipt
7019 0140 0000 3340 4701

William F. Riley, Asst City Attorney
City of Dunwoody
Riley & McClendon, LLC
 315 Washington Avenue
 Marietta, GA 30060

USPO Certified Return Receipt
7019 0140 0000 3340 4718

Mayor Denis Shortal
City of Dunwoody
 4800 Ashford Dunwoody Road
 Dunwoody, GA 30338

USPO Certified Return Receipt
7019 0140 0000 3340 4725

Please Copy Councilmen & Staff:

- Councilmen **Pam Tallmadge**
- Councilmen **Jim Riticher**
- Councilmen **Tom Lambert**
- Councilmen **Terry Nall**
- Councilmen **Lynn Deutsch**
- Councilmen **John Heneghan**
- City Manager **Eric Linton**
- Public Works Director **Michael Smith PE**
- Project Manager **Todd Mathews PE**, Lowe Engineers

cc:

Mina Malikina
Jane Brown

Via Email
 Via Email

Billy Grogan, Chief
Dunwoody Police Department
 4800 Ashford Dunwoody Road
 Dunwoody, GA 30338

Via Email

Jon Drysdale PE, Managing Partner
Lowe Engineers LLC
 990 Hammond Drive
 Suite 900
 Atlanta, GA 30328
 Please copy:

USPO Certified Return Receipt
7019 0140 0000 3340 4732

- **William J Daniels III**, PLS, CP Chief Operating Officer

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부동산 판매, 솔루션 및 투자

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Vendas reais da propriedade, soluções e investimentos

بيع العقارات، حلول، استثمارات

Packet page...

- **Sally Riker, F.SAME**, Director of Marketing and Business Development
- **Richard Meehan PE**, Chief Engineer
- **Todd Meadows PE**

Todd Meadows
205 Devonwood Drive, NE
Atlanta, GA 30328

USPO Certified Return Receipt
7019 0140 0000 3340 0749

Office of the President
Bellsouth Telecommunications, Inc., d/b/a AT&T Georgia
675 West Peachtree Street NW
Suite 4500
Atlanta, GA 30375-0001

USPO Certified Return Receipt
7019 0140 0000 3340 4756

Please copy:

- AT&T Complaint Coordinator **Melissa Lazo**

Dan Garcia, President
CW Mathews Contracting Company, Inc.
1600 Kenview Drive
Marietta, GA 30060

USPO Certified Return Receipt
7019 0140 0000 3340 4763

Elisha Shapiro, AT&T Claim manager
Sedgwick
Sedgewick Lane
Frisco TX 75035

Via Email and USPO Certified Return Receipt
7019 0140 0000 3340 4794

Cc: Elisha Shapiro
AT&T Liability Claims
Sedgwick – Frisco, TX Office
P.O. Box 14512
Lexington, KY 40512-4051

Via Email and USPO

J. T. Green, Senior Resolutions Manager
Gallagher Bassett
2915 Premiew Parkway, Suite 350
Duluth, GS 30097

USPO Certified Return Receipt
7019 0140 0000 3340 4787

Jim Beck, GA Insurance Commissioner
Two Martin Luther King, Jr. Drive
West Tower, Suite 704
Atlanta, GA 30334

USPO Certified Return Receipt
7019 0140 0000 3340 4770

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Packet page:...

Joe A. Carrol, President
John Albrycht, Right of Way Consultant
THC, Inc.
 304 North Cross Road
 Gray, GA 31032

USPO Certified Return Receipt
7019 0140 0000 3340 4800

Mike Petchenic and Fred Blankenship
WSB Channel 2 News
 1601 West Peachtree Street NE
 Atlanta, GA 30309

Via Email

David Muir, ABC Nightly News
Lauren Glassburg, Reporter – Anchor, ABC News
American Broadcasting Company (WABC NY/WABC Nightly News)
 47 West 66th Street
 Manhattan NYC, NY 10023

Via Email

Woroniecki Attorneys Atlanta
 [REDACTED], Esq. Construction, Easements and Trespass
 [REDACTED], Esq. ADA/Handicap Compliance, Civil Rights
 [REDACTED], Esq. Medical and Disability
 [REDACTED], Esq. Criminal Evaluation/License Abuse
 [REDACTED], Esq., Defamation & Coordinating Attorney

Via Email

Eric Woroniecki and Woroniecki Family Attorney New York City Metro
 [REDACTED], Esq.

Via Email

Re: Limited Time OFFER IN COMPROMISE
Sankar Letter January 8, 2019 Regarding Tilly Mill Road Widening
4996 Tilly Mill Road, Dunwoody, GA 30338

Mr. Sankar, Mr. Riley, Mayor Shortal and Dunwoody Councilmembers,

This is in response to your letter referenced above. I have discussed it with several neighbors and affected parties, with my attorneys, and the attorney(s) working on the neighborhood suit.

I'm curious of the timing. Where you tipped that my neighbors and I were finally filing suit, pursuing the license suspensions, and the criminal cases?

Since all offers and settlements (to our knowledge) to neighbors and others affected by the earlier "Intersection Improvements," the current road widening on Mt. Vernon, and these proposed "Multimodal Improvements" a/k/a road widening have been significantly less than you are offering, my attorneys and I assume this proposed \$50,000 is acknowledgement of responsibility

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Vente de biens immobiliers, des solutions et des investissements

Packet page....

and compensation for all the past trespass and damages as well as the proposed road widening and sidewalk work. It is not even close to being acceptable, but we are making this ***OFFER IN COMPROMISE***.

While I'll try and stick to business, let me start by saying once again that your (*Dunwoody's/engineers'/contractors'/attorneys/insurance*) *arrogance is truly breathtaking!* By what stretch of the imagination do you think you can trespass on and damage a handicapped senior's property for years, with no permission or easements, and then dictate if, when and how you will make repairs and restitution, and apparently only propose settlement when it is solely to your advantage, and to the advantage of your special interests and developer buddies? More than one of our current attorneys literally gasped out loud several times (*and then each got a very confident lawyerly smile*) while reading the history of the abuses on my property, Jane Brown's, Mina Malikina's, etc.

My desire, as always, is simply to have my home repaired *properly* by contractors of my choosing (as in any damage claim), get *proper* compensation for the past easement and trespass, have the proposed road widening work done to my home and investment standards, and designed to preserve my life style and property value. At this point there must also be consideration for the personal abuse and violations of my civil rights, compensation for defamation and loss of wages, and settlements with my neighbors who were equally cheated and abused, even if there were easements for them.

A summary of claims and damages to-date for my property alone exceed \$1,000,000, maybe \$2,000,000. Of course, no new easements will be granted until the specific signed and stamped engineering and landscape plans are agreed and approved, in writing by me, and past "sins" are corrected, with interest back to March 5, 2017.

Property Damage:

1. Mailbox: \$1,084.33
 - a. Repeated mailbox replacement and repairs, protective traffic barrels and replacement in kind, UPS rental Post Office Box to-date.
2. Catalogue, inventory, re-bed, and re-place approximately 1,500 sqft of brick driveway, repair and/or replace subsurface drainage systems, replace approximately 810 sqft of concrete driveway to original design and standards, restore rock wall in storm drainage system, remove RR ties, restore bedding and drainage, and re-install, regrade and fine grade front yard for proper stormwater control and drainage, remove and replace sump pumps under residence, and re-cover crawl space with plastic vapor/moisture barrier, restore landscaping. \$59,264.19
3. Mold surveys and mold abatement (home and possessions) to date: \$38,353.77
4. Repair and repaint interior walls damaged from improper road maintenance/truck traffic and improper construction, improper use of construction machinery and techniques, re-frame paintings, restore art work and piano: \$50,157.44
5. Replace rusted crawlspace HVAC unit: \$3,677.00

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Packet page:...

6. Compensation for illegally cut trees: \$16,000
7. 7 Series BMW towing, repairs and loss of value: \$3,441.00

Direct cost of losses and needed repairs to date: **\$170,977.73**
 7% administrative costs **\$11,986.44**
 7% contractor profit **\$12,807.49** **\$195,771.66**
 With interest from March 2016 @ 18% (my average credit card rate): **\$327,917.53**

Existing and ongoing easement and trespass: 45 months at \$3,183/month* or \$143,235

With interest (splitting start and to-date, project time/2) at 18% = **\$220,581.90**

* Work has been ongoing, as recently as two weeks ago, now totaling 45 months. Recently negotiated easements for sidewalk and sewer very similar to this project at my home were \$17,000 and \$9,000 for hard schedules that only lasted 3-6 months.

Hence, the direct cost to date for the damages and easement total: **\$548,400.43**

Remember also, whether you chose to believe it or not, you were very well informed I'm a senior, I am, and have been, handicapped with leg injuries and life threatening blood disorders, all greatly exacerbated by your abuse and the stress of these "neighborhood scale" projects, etc. Remember further, that on numerous occasions I requested meetings to resolve the situation and you only met after I got it on WSB News. Judges HATE handling things in court that could have and should have been handled before that was necessary. My damages, and my neighbors' damages, are not based on the value of our homes or what your consultants and engineers may have strong-armed, snookered and cheated others into taking. The claims are based on the actual cost of repair, and the prevailing legal and insurance rates for compensating civil rights violations, senior violations, handicap violations, etc. Our claims are reasonable, our cause in just, and we seek proper compensation by industry standards, and we WILL NOT accept meager crumbs in a strong-arm fashion from the same government officials, utilities, licensed engineers and contractors who caused the problems and dispensed the abuse and refuse to correct it.

Hence, on top of the **\$548,400.43**, there would be Civil Rights violations, defamation of character, interference with my career and lost wages, etc., and my legal fees to-date (\$10,440 + expenses). This is estimated well over \$1,000,000 at this point.

Hence, the total claim at this point is in excess of \$1.5million, plus attorneys' fees estimated at 40% (Total, about \$2,200,000 plus go-forward interest). Everyone on our side is very confident the jury will award even more, plus punitive damages.

As regards AT&T/Bellsouth Telecommunications, the City of Dunwoody, Lowe Engineers, Bill Riley esquire, Sedgewick, Gallagher Basset, Wilson, etc., we'll see what the Insurance Commissioner thinks of setting up claims, "fully investigating" them, coming to a conclusion, and denying the claims – all without ever interviewing the injured parties or visiting the site. From my past experience, the penalties will dwarf my, and my neighbors' claims which you'll have to pay anyway.

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Finally, remember that in your arrogance, you poured a sloppy mess of my driveway (that makes it almost impossible to exit in the rain), you left traffic ruts and a weed mess and construction debris on my property and in the right-of-way for a couple years, apparently all since you knew you'd be building there again, right? So, screw the taxpaying, voting, handicap senior homeowner. Who the heck is he/she to tell us how we can or can't damage their property or how long we can leave it in disarray at our pleasure? Judge will not tolerate your ruthless negligence and abuse, and the jury will make you pay.

As regards the go forward "multimodal work," I rejected your plan as unreasonable and unfeasible last year as I reject the same plan again. Any plan must significantly maintain my driveway access (slope, width, design and finish), and must maintain my front turn round, brick work, walkways, etc., and provide for drainage without storm backup onto my property. Specifically, but not all inclusive:

- Maintain driveway slope and elevations.
- Restore fine grade in/across yard/brick driveway with very gentle slopes to appropriate storm drainage near street. This can be done by providing an inward side rock or brick retaining wall under the sidewalk, properly constructed with footings, etc.
- Provide a home sump pump, driveway, and front/side yard drainage access point/grate/box to the street storm sewer system with back-flow/over-flow prevention features. Most likely near the AT&T fiber manhole.
- Provide the time frame for the easement and construction. 100ft of sidewalk and drain work should not take more the 5 months total. Est 5 months at \$3,183 = \$15,915, plus \$4,774.50/month for every month extra (cost x 1.5) as penalty and proper compensation to affected homeowners.
- Private encroachment should be equal on each side of the road.
- Plans must be actual blueprints and landscape architectural drawings stamped by the appropriate professionals, with all work and details and materials detailed in advance, with all approved by me in writing, with a firm time table for completion. Todd Meadows PE's or Michal Smith PE's emails and unsigned notes that have then been ignored immediately are not acceptable.

There are many, many more details that must be worked out and documented by engineering standards and architectural standards in advance. As always, work permitting, I am at your disposal to work these things out, but NO WORK, design, construction or otherwise, shall start until these specifications, timeframes and compensation are confirmed over signatures and stamps, with payment in advance.

There must also be a method of stopping all work and binding arbitration, by an arbitrator of the citizens' choosing, should the egregious abuses continue.

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Depending on design TBD, the land to be purchased and temporary construction easement should be closer to industry standard \$30,000. Hence your \$50,000 for the new work, might be a touch high.

In addition to any settlement with me, there must also be a compromise settlement with Mina Malikina and Jane Brown. Mina and her daughter's damages and senior, handicap and civil rights abuses also exceed \$500,000. Jane's damages exceed \$250,000. We have to negotiate reasonable settlements with them before I'll accept mine. I gave them my word and it's the right thing to do, concepts none of you seem to understand.

As regards our legal status, as promised, with my improving health, my neighbors and I have retained our own as well as a joint coordinating lawyer(s). We still have not hired them to "represent" us, but rather to advise us and open some doors regarding the licensing, insurance abuses, false insurance claims and settlements, criminal and RICO investigations, etc. The news will pick it up much better when notices start going out. I thought that was going to be last week.

Dunwoody remains our target, but our attorneys have directed us to file criminal, licensing, civil and civil rights claims against the City, AT&T and the other abusive and criminally negligent utilities, Lowe Engineers and the PEs, CW Matthews, etc. As I've told you, we'll pursue the licensing, criminal and civil rights' abuses first. When people start losing their licenses, etc., I suspect they'll want to avoid a jury trial on the rest.

This brings me to my OFFER in COMPROMISE (R. Woroniecki, AGREI, 4996 Tilly Mill Rd). For my direct damages and the past easement, just and proper compensation with interest is **\$548,400.43**. Civil rights, etc., say **\$1,000,000**, and legal fees **40% or \$620,000**. Total payout **over \$2,000,000**.

Without prejudice to future claim, without any admissions on my part, simply to avoid the legal cost and lengthy legal process:

- I/AGREI will accept \$500,000.00 paid in full within 30 days as full settlement of past damages up through February 10, 2019.
- Future plans must be approved by me in advance in full engineering and architectural detail as indicated above.
- Future easement (at approximately \$45,000 additional) must include a time frame and monthly penalty for passing the deadline, all paid in advance.
- Mina Malikina must receive a settlement paid in 30 days of approximately \$350,000, subject to her approval.
- Jane Brown must receive a settlement of approximately \$215,000 paid within 30 days, subject to her approval.
- Michael Smith, Todd Meadows, Jon Drysdale and Lowe Engineers must surrender their engineering licenses and provide public admissions and apologies.

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- Mayor Shortal and City Council, “the City of Dunwoody,” must provide a public admissions and public apology (elections coming up soon!).
- Future similar projects must be the subject of a voter referendum with constitutional public hearings (public sees detailed plans and can comment in public to the public).

I have not stopped the legal process we started already. If you acknowledge receipt of this letter (Ishri, Shortal, Eric, etc.), I will have the lawyers hold back on filings until Monday February 25, 2019. [THIS OFFER IS ONLY VALID UNTIL FEBRUARY 22, 2019 AT 5:00pm](#) Dunwoody time. As always, I’m at your disposal (9-9, 7 days except church) to meet informally to negotiate a settlement. I really just want to go on with my life. The judge is going to slam you for abuse and failing to negotiate ethically, and the jury is going to give us the keys to the city piggy bank. You’re going to lose, and you’re going to lose publicly, and lose huge. Mina’s wheelchair-bound daughter has agreed to act as joint spokesman for our cause. (Remember *it’s not a wheel chair ramp, it’s an f’n driveway!*” ? – *Jury will love it!*)

While this letter is addressed to “Dunwoody,” I highly recommend Todd Meadows, Lowe Engineers, CWMarttews, AT&T, etc., kick in a fair amount. We are about to sue you all and get your licenses, send you to jail. You can’t cheat, steal from, and lie to seniors and the handicapped and tax paying voting citizens under the guise of public works to benefit developers and the college. Excuses that didn’t work at Nuremburg or Mi Lie.

As before, as regards contact information, you can continue to contact me at 2472 Jett Ferry Rd, Suite 400-213, Dunwoody, GA 30338. My phone number remains 770.331.9324. While I still have my Ackerman email as I finish projects there, please start using my “always” email, woroniecki@bellsouth.net.

Having said this, I still have grave health issues. If my health should fail or if I should pass during this matter’s resolution, then and only then, please contact my son:

Eric T. Woroniecki
 28 Warren Avenue
 Roselle Park, NJ 07204
 CoachE20@gmail.com
 732-725-1034

Other than my severe health issues, he is unaware of the specifics except that the City construction and abuse has gone on for over 5 years. If I fail, he will immediately trigger the family attorney who will release the Georgia attorneys.

Send me copies of past notification attempts, and I suggest proper notification of whatever your letter is about. The City’s ability to use hired sharks to cheat taxpaying voting homeowners for political power, the benefit of developers, the college and special interests, profit and legacy is despicable. The City’s ability to unethically snooker uniformed property owners into ridiculously small easements and damage compensation is not a basis for my settlement. My damages are not based on my home value, but rather on the cost of implementing repairs of damages, and insurance industry and court law on the medical and civil rights claims and punitive multiple(s). I’m not on a quest to “get” anyone, however. My, and my neighbors’ claims and requests are reasonable, and I/we simply want just compensation for damages by industry standards, and a reasonable plan, compensation and protection from abuse and damage for the proposed project. As always, I am at the City’s disposal to meet and negotiate.

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Finally, as before, I apologize for any typos or minor discrepancies herein, it was written under considerable duress while I remain very unhealthy. I'm sure you understand all the points. I prefer to settle and get the work done expeditiously and go on with my life. I am at your disposal and will accommodate any meeting schedule.

The end is near, sincerely,



Rick Woroniecki

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ATLANTA GLOBAL REAL ESTATE

COMMERCIAL REAL ESTATE AND BUSINESS BROKERAGE
HIGH TECH, DESIGN, PLANNING AND CONSTRUCTION
ENGINEERING, CONSULTING AND PROJECT MANAGEMENT

Richard C. "Rick" Woroniecki

d/b/a **ATLANTA GLOBAL REAL ESTATE**
 2472 Jett Ferry d, Ste 400-213, Atlanta, GA 30338
 +1 **770.331.9324** woroniecki@bellsouth.net

February 10, 2019

Ishri Sankar, Capital Projects Manager
City of Dunwoody
 4800 Ashford Dunwoody Rd
 Dunwoody, GA 30338

USPO Certified Return Receipt
7019 0140 0000 3340 4701

Mike Petchenic and Fred Blankenship
WSB Channel 2 News
 1601 West Peachtree Street NE
 Atlanta, GA 30309


Via Email

David Muir, ABC Nightly News
Lauren Glassburg, Reporter – Anchor, ABC News
American Broadcasting Company (WABC NY/WABC Nightly News)
 47 West 66th Street
 Manhattan NYC, NY 10023

Via Email

Woroniecki Attorneys Atlanta
 Esq. Construction, Easements and Trespass
 Esq. ADA/Handicap Compliance, Civil Rights
 Esq. Medical and Disability
 Esq. Criminal Evaluation/License Abuse
 Esq., Defamation & Coordinating Attorney

Via Email

Eric Woroniecki and Woroniecki Family Attorney New York City Metro Via Email
 Esq.

Re: Notice (personally and in your official capacity and to your company or government) to **Preserve Written Documents, Notes, Recorded, Filmed or Videoed, Electronic and every-other media EVIDENCE** regarding any and every aspect and communication, public, personal or private regarding the City of Dunwoody's road improvements and other capital projects on Tilly Mill Rd and adjoining roads, N Peachtree Rd and adjoining roads, Mt. Vernon Rd and adjoining roads, Dunwoody public hearings and information sessions, Richard Woroniecki, Atlanta Global Real Estate Investments LLC, 4996 Tilly Mill Rd, Ackerman & Co., City of Dunwoody Capital Improvements, City of Dunwoody elected representatives staff, consultants and subcontractors, Lowe Engineers, CW Matthews Construction, Nina Malikina, Jane Brown, Sally Young and all other owners or residents on Tilly Mill Road, N Peachtree Rd, Mt. Vernon Rd and their adjoining roads, and regarding every person and property affected by Dunwoody road and sidewalk work, Dunwoody officials and staff and elected representatives, Dunwoody consultants, attorneys and subcontractors, AT&T d/b/a Bellsouth Telecommunications, Sedgewick, Gallagher Basset, Secretary of State Kemp, Governor Kemp, Dunwoody Police, Sen. Fran Millar, representative Tom Taylor, Candidate and former Mayor Ken Wright, Bill Riley, and other concerned consulted or informed parties regarding these matters. As regards attorneys and attorney-client privilege, attorneys re also here with instructed to maintain evidence due to the possible RICO criminal enterprise investigation(s). This is for a time period of January 1, 2000 to date, and moving forward until resolution.

Dear Sirs,

My and my neighbors' attorneys have requested in the above legal matter in which you, your business and/or government, staff and/or associates, candidates, elected officials and staff and friends will be named as a defendant or witness, that you take immediate action to preserve written and electronically stored information that may

contain evidence important to the above legal matter. Briefly, the matter involves government overreach, abuse and fraud regarding public hearings and capital improvements, trespass and damages before during and after construction, insurance fraud, RICO criminal activity, defamation, lost wages, and civil-rights abuses.

This notice applies to you personally, and your company and/or governments' on- and off-site files, records and computer systems and removable electronic media plus all computer systems, services, and devices (including all remote access and wireless devices) used for your overall operation. This includes, but is not limited to, e-mail and other electronic communications; electronically stored documents, records, images, graphics, recordings, spreadsheets, databases; calendars, system usage logs, contact manager information, telephone logs, internet usage files, deleted files, cache files, user information, texts, tweets, insta-grams and other data. Further, this notice applies to archives, backup and disaster recovery tapes, discs, drives, cartridges, voicemail and other data. All operating systems, software, applications, hardware, operating manuals, codes, keys and other support information needed to fully search, use, and access the electronically stored information must also be preserved.

The importance of immediate action cannot be overstated. Electronically stored information is easily corrupted, altered, and deleted in normal daily operations. Even booting a drive, running an application, or reviewing a document can permanently alter evidence. An important method for preserving data in its original state is to have a forensic image (mirror image or clone image) made of pertinent hard drives of both office and home computers, hand held phones and other devices, smart devices, "thumb" drives and other devices used for and by you and your business and of network servers. This image captures all current data, including the background or metadata about each document. Simply copying data to a CD-ROM or other common backup medium is not adequate.

For each captured image file, record and identify the person creating the image. Secure the file to prevent subsequent alteration or corruption and create a chain of custody log. Once the forensic data image file is created, the pertinent computer or other device can be placed back into operation. Identify any key persons', officers', supervisors', and employees' computers to which special attention for forensic imaging must be directed. This preservation notice covers the above items and information between the following dates: January 1, 2000 through today and until these matters are resolved. Follow the above procedures to preserve electronic information created after this notice. Current law and rules of civil procedure and criminal liability clearly apply to the discovery of electronically stored information just as they apply to other evidence, and confirm the duty to preserve such information for discovery. You individually and as a representative of your company, campaign and government and your officers, employees, agents, and affiliated organizations must take all reasonable steps to preserve this information until this legal matter is finally resolved.

Failure to take the necessary steps to preserve the information addressed in this letter or other pertinent information in your possession or control may result in serious sanctions or penalties. Further, to properly fulfill your preservation obligation, stop all scheduled data destruction, electronic shredding, rotation of backup tapes, and the sale, gift or destruction of hardware. Notify all individuals and affiliated organizations of the need and duty to take the necessary affirmatives steps to comply with the duty to preserve evidence.

Sincerely,



Rick Woroniecki

cc: [REDACTED] Jr. Esq.

Exhibit D

RILEY M^CLENDON, LLC
A T T O R N E Y S A T L A W

315 WASHINGTON AVENUE
MARIETTA, GA 30060

TELEPHONE: 770-590-5900
FACSIMILE: 770-590-0400

February 27, 2019

VIA FIRST CLASS MAIL & EMAIL

Richard C. Woroniecki
Atlanta Global Real Estate
2472 Jett ferry Road, Suite 400-213
Atlanta, Georgia 30338

Re: Response to letter dated February 10, 2019

Mr. Woroniecki,

Reference is made to your letter dated February 10, 2019. This firm serves as legal counsel for the City of Dunwoody in relation to the City's attempts to obtain the interests in property necessary for the construction of public sidewalks adjacent to your property located at 4996 Tilly Mill Road Dunwoody, Georgia 30338. The purpose of this letter is to rebut the erroneous factual and legal assertions made in your letter dated February 10, 2019 and to notify you that the City's offer remains available for acceptance.

In a letter dated January 2, 2019, attached hereto as "Exhibit A", the City of Dunwoody offered you \$50,000.00 in exchange for 796.16 square feet of permanent drainage easement, 1,520.62 square feet of temporary construction easement, and 303.47 square feet of temporary driveway easement. In your response to this letter, attached hereto as "Exhibit B", you offered to provide the necessary easements to the City of Dunwoody for \$45,000, however, such offer was expressly conditioned upon the following conditions: 1) "500,000 paid in full within 30 days as full settlement of past damages up through February 10, 2019.", 2) Dunwoody granting you the right to approve all project plans, 3) Mina Malikina receiving \$350,000, 4) Jane Brown receiving \$215,000¹, and 5) the surrender of professional licenses by numerous City of Dunwoody employees and contractors. The City of Dunwoody rejects your counteroffer as it is improper in the context of the City of Dunwoody's good faith efforts to negotiate for the interests in property necessary for construction of the planned sidewalks adjacent to your property.

Your response asserts that settlement of your purported claims, as well as the alleged claims of Mina Malikina and Jane Brown, against the City of Dunwoody are a precondition of the City obtaining any such property interests from your property. While we have no doubt your

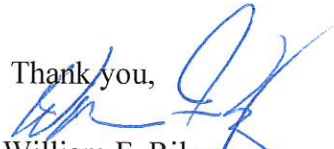
¹ Curiously, neither Mina Malikina nor Jane Brown have directly made any claims against the City of Dunwoody. Nevertheless, your renewed claims, as well as those of Malikina and Brown, have been forwarded to the City of Dunwoody's insurance carrier.

assertion is factually true, ie. you will not provide such interests in property without the City of Dunwoody settling your prior claims, such assertion conflates the issue of your prior claims against the City with the issue of the City obtaining the necessary interests in property that are required for the planned public sidewalks along Tilly Mill Road. The conflation of such issues is not founded in law and as such the City rejects any attempt to link settlement of the legally distinct claims. In sharp contrast to your conflation of the issues, the City of Dunwoody's letter dated January 2, 2019 was simply an offer of \$50,000 for the interests in land going forward. Any inference that the City of Dunwoody sought to settle such other claims or that "the proposed \$50,000 is acknowledgement of responsibility and compensation" for any purported prior claims is simply mistaken. (See. "Exhibit B", p. 3).

Although you have unequivocally rejected the City of Dunwoody's offer of \$50,000 for the property interests necessary to construct the new public sidewalks adjacent to your property, the City wishes to extend you the opportunity to reconsider the rejection of this offer as we believe it is a fair appraisal of the full value of such interests. Indeed, the sum of \$50,000 represents a premium of \$4,900.00 over the appraised value of the property interests². Notably, your letter dated February 10, 2019 asserts that "the land to be purchased and temporary construction easement should be closer to industry standard \$30,000". Furthermore, your conditional offer only asked for \$45,000 in exchange for the necessary easements. Given your own admission that the property interests are worth only \$30,000, as well as your offer to provide the easements, subject to settlement of unrelated and legally distinguishable claims, for the sum of \$45,000, the City believes that it's \$50,000.00 offer is more than adequate compensation for the interests in property we are seeking.

As stated above, the City's offer of \$50,000.00 in exchange for 796.16 square feet of permanent drainage easement, 1,520.62 square feet of temporary construction easement, and 303.47 square feet of temporary driveway easement remains open at this time. Although the City of Dunwoody is unwilling to concurrently settle any purported previously accrued claims in conjunction with this offer for the interests in property, the City remains open to negotiating the value of the property interest and will consider any legitimate offer so long as such offer is rationally related to the actual value of the property interests at issue. Please let me know if you have any questions.

Thank you,


 William F. Riley
 Riley McLendon, LLC
 Briley@RileyMcLendon.com
 315 Washington Avenue
 Marietta, Georgia 30060


² An appraisal of your property is attached hereto as "Exhibit ."

Exhibit E

RILEY M^CLENDON, LLC
 ATTORNEYS AT LAW

315 WASHINGTON AVENUE
 MARIETTA, GA 30060

TELEPHONE: 770-590-5900
 FACSIMILE: 770-590-0400

March 7, 2019

VIA PERSONAL SERVICE

Atlanta Global Real Estate Investment, LLC
 c/o Rick Woroniecki
 4996 Tilly Mill Road
 Dunwoody, GA 30338

Re: Formal Notice Pursuant O.C.G.A. § 22-1-10(a)(2)

Mr. Woroniecki,

This firm serves as legal counsel for the City of Dunwoody in relation to the City's attempts to obtain the interests in property necessary for the construction of public sidewalks adjacent to your property located at 4996 Tilly Mill Road Dunwoody, Georgia 30338. The purpose of this letter is to notify you that the City of Dunwoody's offer of \$50,000.00 for the interests in property remains open and available for acceptance. However, due to the vast disparity between our \$50,000.00 offer and your counteroffer dated February 10, 2019¹, the City of Dunwoody believes that the use of eminent domain may be necessary in order to obtain the property interests necessary to move forward with the sidewalk project.

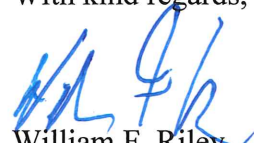
As such, pursuant O.C.G.A. § 22-1-10(a)(2), this letter is to serve as formal notice that the Dunwoody City Council is scheduled to hear a resolution authorizing the use of eminent domain to obtain 796.16 square feet of permanent drainage easement, 1,520.62 square feet of temporary construction easement, and 303.47 square feet of temporary driveway easement from your property at the Dunwoody City Council meeting on 3/25/2019 at 6:00 PM at the City of Dunwoody City Hall, located at 4800 Ashford Dunwoody Road NE Dunwoody, GA 30338. As required by O.C.G.A. § 22-1-10(d), we have attached a written statement of rights forms for your reference.

The City of Dunwoody is weary of using it's powers of eminent domain and remains open to considering all counteroffers rationally based on the value of the property interests sought. As such, the City of Dunwoody's offer for the abovementioned property interests will

¹ In summary, you offered to provide the necessary property interests to the City of Dunwoody for \$45,000, however, such offer was expressly conditioned upon the following conditions: 1) "500,000 paid in full within 30 days as full settlement of past damages up through February 10, 2019.", 2) Dunwoody granting you the right to approve all project plans, 3) Mina Malikina receiving \$350,000, 4) Jane Brown receiving \$215,000, and 5) the surrender of professional licenses by numerous City of Dunwoody employees and contractors.

remain open for acceptance until 3/25/2019 at 5:59 PM. Please contact me at 678-382-6700 should you have any questions about this letter.

With kind regards,

A handwritten signature in blue ink, appearing to read 'W. F. Riley', is written over the printed name.

William F. Riley
City of Dunwoody
Assistant City Attorney

STATEMENT OF RIGHTS

As indicated in the attached notice, a governmental entity is attempting to acquire property rights from you for a public use. In accordance with state law, this notice was prepared by the Georgia Department of Community Affairs to help ensure that you understand your rights in connection with this acquisition effort.

Georgia law requires the governmental entity to make reasonable efforts to negotiate with you to acquire these property rights. However, if you and the governmental entity are unable to reach mutually agreeable terms through good-faith negotiations, the governmental entity may file a condemnation action to acquire these property rights through the power of eminent domain.

Prior to Exercising the Power of Imminent Domain through Condemnation Proceedings

Prior to exercising the power of eminent domain, a governmental condemnor must take the following actions:

- Not less than 15 days before any meeting at which a resolution approving the exercise of eminent domain is to be considered, post a sign, if possible, in the right of way adjacent to each property that is subject to the proposed use of the eminent domain power stating the time, date, and place of such meeting;
- Attempt to serve the condemnee personally with notice of the meeting not less than 15 days before any meeting at which such resolution is to be considered, unless service is acknowledged or waived by the condemnee. If the attempted service is unsuccessful, service of notice may be satisfied by mail or statutory overnight delivery to the property owner at the address of record and, if different from the property owner, to the parties in possession of the property, return receipt requested;
- Ensure that any notice that is required by law to be published be placed in the county legal organ, but such notice shall not be published in the legal notices section of such newspaper; and,
- If you (condemnee) and the governmental entity are unable to reach mutually agreeable terms through good-faith negotiations, the governmental entity may file a condemnation action to acquire these property rights through the power of eminent domain.

The governmental entity must document, by an appropriate method, the time when it decided to condemn your property. The governmental entity may not file a condemnation action concerning your property until at least 30 days after that decision is made.

Condemnation

If a governmental entity brings a condemnation action to acquire property rights that you own, the governmental entity will file a condemnation petition in the Superior Court of the county where your property is located; and you will be served with a copy of the condemnation petition. The petition will inform you that unless waived by all parties, there will be a **hearing** in court, in the judge's chambers, or by telephone for the appointment of a special master to hear the condemnation matter. This appointment hearing must take place not less than 10 days nor more than 30 days after the condemnation petition has been filed with the court. When the judge

appoints a special master, the judge will then order that a **condemnation hearing** before the special master be held not less than 30 days nor more than 60 days after the appointment of the special master.

You have the right to hire an attorney to represent your interests in connection with the condemnation action. During the hearing before the special master, you will have the opportunity to challenge the governmental entity's evidence and, if you wish, to cross-examine the governmental entity's witnesses and call other witnesses to present evidence concerning your perspective of the case.

Our Georgia Constitution provides that private property may not be taken from you without **just and adequate compensation** being paid to you first. You are entitled to recover the **fair market value** of the property rights acquired by the governmental entity as just and adequate compensation. Where only part of a parcel of land is acquired, you may also be entitled to recover **consequential damages** for any reduction in the market value of the remaining property that results from the acquisition. In addition, if you are displaced from your property, you may be entitled to **relocation costs**.

Appeal

Once a special master hears the condemnation case, the special master will file an award with the court. The special master must mail a copy of this award to you or your attorney and all other parties in the case. If you are not satisfied with the award that the special master makes, you may file an **appeal** for a jury trial on value issues, exceptions on non-value issues for review by the court, or both a value appeal and non-value exceptions. Any value appeal and any non-value exceptions must be filed within 13 days after the award is mailed.

At any point before title to property rights in your property vests in the governmental entity, you may submit a **motion** asking the court to determine whether the governmental entity's exercise of the power of eminent domain is for a public use and whether the governmental entity has the legal authority to exercise the power of eminent domain. You must file the motion with the court. A **sample** of this kind of motion is attached to this Statement of Rights. In the court's decision on the motion, the governmental entity has the burden of proving public use and its legal authority to condemn.

SAMPLE

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

| | | |
|------------|---|--------------------------------|
| _____ |) | |
| _____ |) | |
| |) | |
| Plaintiff, |) | CIVIL ACTION |
| |) | |
| v. |) | FILE NO. _____ |
| |) | |
| _____ |) | In Rem Condemnation Proceeding |
| _____ |) | |
| |) | |
| Defendant. |) | |

DEFENDANT'S MOTION PURSUANT TO O.C.G.A. § 22-1-11

Comes now _____, Defendant in the above-styled
condemnation proceeding, and files this motion before the vesting of title and in accordance with
O.C.G.A. § 22-1-11 to:

[Check Where Appropriate]

_____ Challenge whether the exercise of the power of eminent domain by Plaintiff is for a
public use.

_____ Challenge whether Plaintiff has the legal authority to exercise the power of eminent
domain.

Defendant requests that a hearing on this motion be set at the first possible instance and
that a copy be served by mail on all parties to this action.

This _____ day of _____, 20____.

Defendant

Address: _____

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing motion on other parties to this action or their counsel by mailing a copy to each of the following:

This _____ day of _____, 20____.

Defendant

SAMPLE

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

| | | |
|------------|---|--------------------------------|
| _____ |) | |
| _____ |) | |
| Plaintiff, |) | CIVIL ACTION |
| |) | |
| v. |) | FILE NO. _____ |
| |) | |
| _____ |) | In Rem Condemnation Proceeding |
| _____ |) | |
| Defendant. |) | |

RULE NISI

Defendant has filed a motion pursuant to O.C.G.A. § 22-1-11 in this condemnation proceeding and has asked the Court to set a hearing on the motion. Notice is hereby given that the Court will hold a hearing on the motion on _____, 2006, at _____ .m. in Courtroom _____ of the _____ County Courthouse.

This _____ day of _____, 20__.

Judge [or Clerk or Deputy Clerk]
Superior Court of _____ County