



770.621.7200 (o)
770.621.7271 (f)
DeKalbCountyga.gov

Watershed Management
1580 Roadhaven Drive
Stone Mountain, GA 30083

Chief Executive Officer
Michael Thurmond

Board of Commissioners

District 1
Nancy Jester

District 2
Jeff Rader

District 3
Larry Johnson

District 4
Stephen Bradshaw

District 5
Mereda Davis Johnson

District 6
Kathie Gannon

District 7
Gregory Adams Sr.

Date: _____

DeKalb County Board of Education
1701 Mountain Blvd
Stone Mountain, GA 30082

RE: DeKalb County Capital Improvement
Project No. 18-023
Package: 5 Extension
Property Address: 3230 Columbia Woods Dr. Decatur, GA 30032
Project Parcel: 015
Tax ID Number: 15 135 12 088

Greetings,

DeKalb County, Georgia is in the process of acquiring property to improve and implement the Project referenced above. To make this project possible, **10,315 square feet/acres of Permanent Sewage Easement, and 16,351 square feet/acres of Temporary Construction Easement, plus Site Improvements, if any** is needed from your property located at **3230 Columbia Woods Dr. Decatur, GA 30032**. This is more particularly shown on the plat attached to the Option provided with his letter.

Your property has been valued by an independent, state-certified appraiser who, after careful consideration, found the Fair Market Value of the easement rights to be purchased and the damages, if any, to your remaining property to be **\$4,900.00**. The attached form, entitled "Summary Statement Basis of Just and Adequate Compensation" provides the basis for this offer and separately states the elements comprising the established value and compensation along with the market data in support thereof.



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DeKalb County Board of Education
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Our negotiator, **Ryan Wooten**, who may be contacted at **470-510-9776**, represents DeKalb County, Georgia's Department of Watershed Management and is authorized to explain this offer and project and further discuss the full effect of the purchase and your rights as provided by law.

If you agree to the terms expressed and contained in this Offer Package, please sign the enclosed documents, return them to **Mr. Wooten**, and they will be promptly submitted for closing and payment.

If you have any further questions or concerns, please call **Mr. Wooten** at **770-510-9776**.

Yours Very Truly,

Jeff Joyner
Vice President, Right-of-Way
Atlas Technical Consultants, LLC

AJJ/amb
Enclosures

*Property Owner Acknowledgment of Receipt of Plans & Explanation
Summary Statement Basis for Just and Adequate Compensation
Option for Permanent Sewage Easement and Temporary Construction Easement
W-9*

SUMMARY STATEMENT BASIS FOR JUST AND ADEQUATE COMPENSATION

(1) Project: 18-023		County: DeKalb	Parcel: 015
(2) Owner Name:	DeKalb County Board of Education		
Mailing Address:	1701 Mountain Blvd		
	Stone Mountain, GA 30082		
(3) Property Address: <u>3230 Columbia Woods Dr. Decatur, GA 30032</u>			

(4) FAIR MARKET VALUE (See attached Market Data information.):

Fee Simple Required Right-of-Way:	SF/Acre x NA/SF/Acre	=	\$ 0.00
Permanent Sewage Easement:	10,315 SF/Acre x \$0.64/SF/Acre x 50%	=	\$ 3,300.80
Permanent Slope Easement:	SF/Acre x NA/SF/Acre x %	=	\$ 0.00
Temporary Construction Easement:	16,351 SF/Acre x \$0.64/SF/Acre x 15% x 1 year	=	\$ 1,569.70

Estimated Value of all Site Improvement(s):	=	\$0.00	
	=	\$0.00	
	=	\$0.00	
	=	\$0.00	=

Damages to Trade Fixtures:	=	\$0.00	
	=	\$0.00	
	=	\$0.00	
	=	\$0.00	=

Cost to Cure:	=	\$0.00	
	=	\$0.00	
	=	\$0.00	
	=	\$0.00	

Consequential or Severance Damages:	=	\$0.00	
	=	\$0.00	
	=	\$0.00	
	=	\$0.00	=

Estimated Value of REMAINDER:	<u>Acres</u>	=	<u>\$4,870.50</u>
TOTAL ESTIMATED	(Without the Remainder)	\$4,900.00	
FAIR MARKET VALUE:	(Including the Remainder)		\$

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

(5) Division of Property Interest:

(6)

SUMMARY STATEMENT BASIS FOR JUST AND ADEQUATE COMPENSATION

NAME	KIND OF INTEREST	ESTIMATED VALUE
DeKalb County Board of Education	Permanent Sewer Easement & Temporary Construction Easement	\$4,900.00

(7) If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$_____ (Salvage Value) and/or

(b) Deduct at Closing \$_____ (Performance Bond)

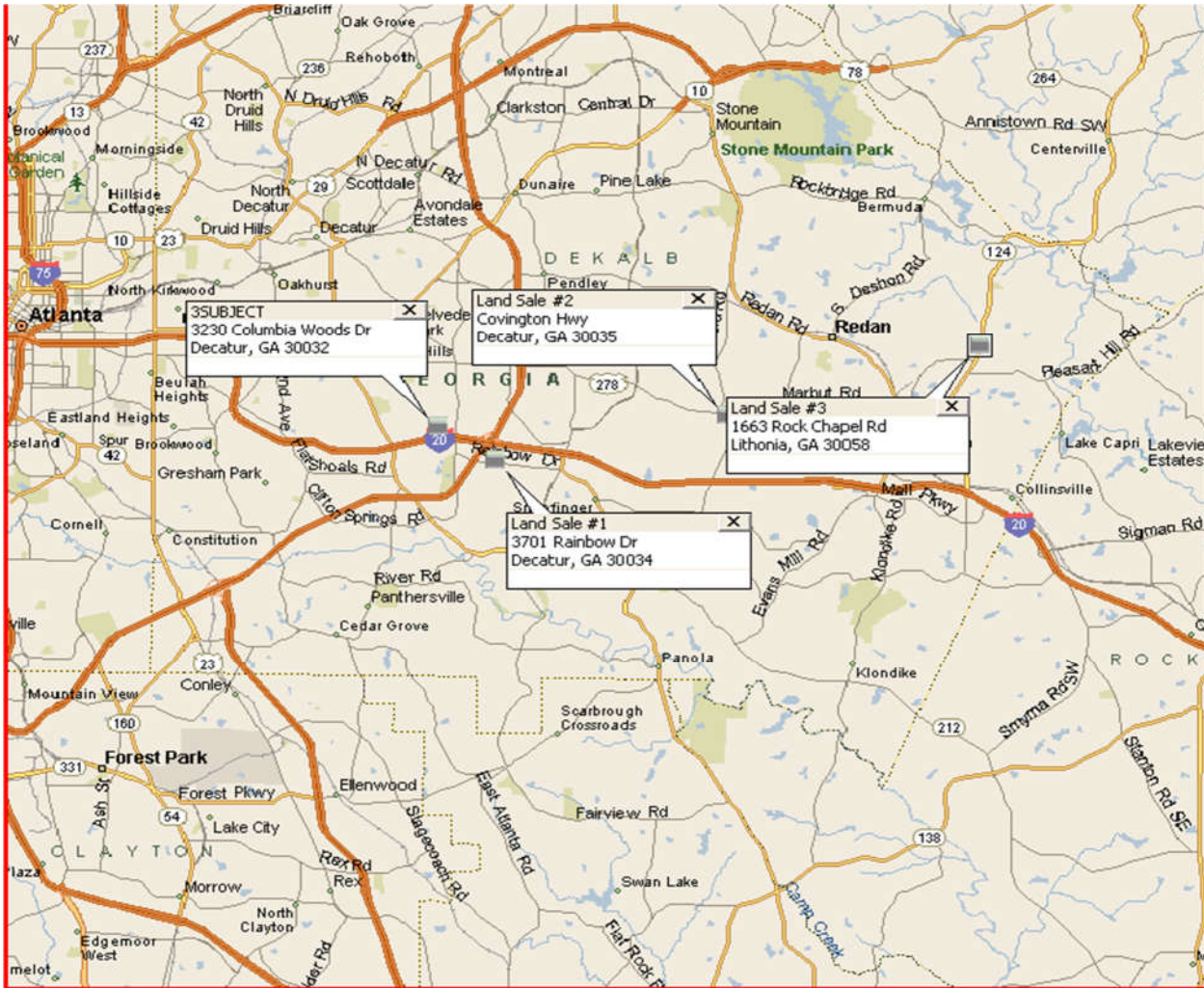
Total Withheld at Closing \$_____

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE:_____PREPARED BY:_____

Ryan Wooten, Staff Negotiator

Comparable Sales Map



	Location	Date of Sale	Size	Price per Unit
Sale #1	3701 Rainbow Dr. Tax ID#15 124 01 006	07/25/2023	6.20 AC 270,072 SF	\$10,484/AC
Sale #2	8637 Covington Hwy Tax ID#16 202 02 005	09/29/2021	16.4 AC 714,384 SF	\$30,038/AC
Sale #3	1663 Rock Chapel Rd Tax ID#16 188 01 004	01/28/2022	10.70 AC 466,092 SF	\$34,882/AC

“Other Provisions”

This agreement shall be binding upon the Grantor and its heirs, executors, administrators, successors and assigns, notwithstanding the prior acceptance of this offer. The Grantee in lieu of completing the purchase of said premises, may at any time prior to closing, proceed to acquire the same by condemnation. Loss or damage to the property by fire or casualty shall be at the risk of the Grantor until title has been conveyed to the Grantee.

Signed, Sealed and Delivered this _____, day of _____, 20_____,

in the presence of:

Unofficial Witness

DeKalb County Board of Education

Notary Public, State of _____
My Commission Expires _____

By: _____

(Print Name)

(Title/Position)

ACCEPTED: DEKALB COUNTY, GEORGIA

(Date)

By: _____

Parcel No(s). «TaxID»

FEIN OR TAX ID NUMBER:

SSN :

			-			-				
--	--	--	---	--	--	---	--	--	--	--

-
OR-

EIN :

			-							
--	--	--	---	--	--	--	--	--	--	--

DEKALB COUNTY

**OPTION FOR PERMANENT SEWER EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: 18-023

PARCEL: 015

In consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, **DeKalb County Board of Education** the undersigned (“Grantor”), being the owner of the parcel identified on the map dated **September 21, 2020**, and attached as Exhibit “A”, hereby bind myself, my heirs, executors and assigns as follows:

Within (120) days hereof, I agree to convey and deliver to DeKalb County, Georgia (“Grantee”) or its successor, assignee or nominee, an unencumbered **10,315 square feet/acres in permanent sewer easement and 16,351 square feet/acres in temporary construction easement** for the DeKalb County Sewer Project **18-023 Package 5 EXT**, said easements being further shown on Exhibit “A”.

Upon conveying and delivering the easements, DeKalb County, Georgia shall pay me the sum of **FOUR THOUSAND NINE HUNDRED AND 00/100 (\$4,900.00)**.

OWNER'S RECEIPT OF PLANS & EXPLANATION ACKNOWLEDGMENT

DATE: _____

OWNER NAME: DeKalb County Board of Education
MAILING ADDRESS: 1701 Mountain Bvd
Stone Mountain, GA 30082

TYPE: _____ PROJECT: 18-023

PROPERTY ADDRESS: 3230 Columbia Woods Dr. Decatur, GA 30032

PARCEL: 015

I have this day received the following full sized and / or half-sized (to scale) and accompanying legal description plan sheets:

Plans dated: September 21, 2020 Last revised: N/A

(Negotiator to initial and date bottom right corner of plan sheets on date given to property owner)

I further acknowledge the Land Acquisition Consultant / Negotiator **Ryan Wooten**, representing the DeKalb County Department of Watershed Management, explained the above-stated plans to me (us) and the effects of the proposed project on my (our) property as of this date.

(Owner Name – Printed)

(Owner Signature)

(Owner Name – Printed)

(Owner Signature)

DeKalb County DWM Representative: **Ryan Wooten**

Phone: **470-510-9776**

Email: **ryan.wooten@oneatlas.com**

(DWM Signature)

(Date)

EXHIBIT “B”
SPECIAL STIPULATIONS

Property Owner: DeKalb county Board of Education
Project Name: Package 5 EXT
Project Number: 18-023
Parcel Number: 015

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Owner Initials

Date _____

ATLAS Initials

Date _____

Approved: _____

DeKalb County

Date

NEGOTIATION RECORD

PROJECT 18-023 Package 5 EXT

COUNTY DeKalb

PARCEL 015

FEMALE

☐ YES ☐ NO

OWNER-TENANT DeKalb County Board of Education

MINORITY

☐ YES ☐ NO

ADDRESS 1701 Mountain Blvd, Stone Mountain, GA 30082

PHONE EMAIL

AGENT _____

(NAME)

(ADDRESS)

PHONE _____

ATTORNEY _____

(NAME)

(ADDRESS)

PHONE _____

The undersigned hereby acknowledges that the subject PARCEL is to be secured for use in connection with the aforesaid 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.

Staff or Consultant NEGOTIATOR: _____

DATE _____

Monetary offer for the above-named interest: \$4,900.00

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 _____

Indicated purchase price \$ _____

Names and Addresses of all parties secured during contact including Tenants

☐ YES ☐ NO

CONSTRUCTION DETAILS

Access rights required: ☐ YES ☐ NO

Any construction features that are pertinent to R/W negotiations
(Grade change, drainage, proximity to improvements, etc.):

Date Assigned: _____

Date First Offer Made: _____

See Attached Record for Details.

I (WE), the undersigned, do hereby certify that:

- (1) The written agreement secured embodies all of the considerations agreed upon between the County and the property owner
- (1) The agreement was reached without coercion or threats of any kind whatsoever by or to either party
- (2) This negotiation record and parcel file is complete and contains all required documentation.

This the _____ day of _____, _____

NEGOTIATOR _____

DATE _____

TEAM LEADER _____

DATE _____

APPEALS OFFICER OR _____

DATE _____

CONSULTANT COORDINATOR