

January 15, 2009

Dear WSA families and friends,

I believe that Waldorf education is grounded in a valuing of relationship as being the fundamental means through which each of us develop and learn. What would it look like to be in relationship with a neighbor? It would begin by meeting and having conversations before a particular reason existed. For a Waldorf school, meetings within our school and with our neighbors would necessarily need to be a part of our regular ritual or rhythm of life together.

Websites and emails do not take the place of meetings. Written communications can, however, be a thoughtful means of sharing information. The attached "Question and Answer" (Q & A) page is intended to provide more information concerning the ongoing dilemma between WSA and certain of our neighbors on Conway Road.

In brief, the Waldorf School of Atlanta is not claiming to own more property or land than what we thought was purchased. In addition, even if we believe we always owned the property, our neighbors may certainly believe that they own what they believe to be their property. As some of you have said to me, it seems odd that surveys do not always agree with each other. However, survey discrepancies do occur for a multitude of reasons. Is it unfortunate, even disheartening? *Yes*. Do we wish it weren't the case? *Yes*. Irrespective of how we wish there were no such discrepancies, the school needs to clear the property title in order to develop the campus, a home for our school.

In my mind and my heart, clearing the title is not an easy task. It is asking that our property rights and relationship are valued. Bearing in mind that the school property was purchased by individuals and families who wanted a home for the school, the relationships become even more complex, as the boundary dilemma is complex. Within such complexities we need to call on the strength of relationships. Can the school do a better job in relationship with our community, including relationships with our neighbors and our parents? *Yes*, I believe we will. Only by doing so will we be living the mission and values of the school, a school where children and adults develop and learn to their full potential as human beings.

Thank you for your time and consideration.

With appreciation,
Beatrice Meyer-Parsons
Administrator
The Waldorf School of Atlanta

Q & A

1) Is the allegation true that WSA threatened to sue "Our House" if it expanded?

Absolutely not. We are very supportive of the important services provided by Our House, and, including for example, have enjoyed bringing our students and music program to their children and staff. We did, however, ask Our House to temporarily halt their construction to allow us the opportunity to review their plans, especially those elements of construction that had the potential to affect the safety of our students and faculty on the playgrounds. WSA had not been provided these plans prior to the start of construction. This was an unfortunate oversight; however, once the plans were shared and we had the opportunity to discuss how the construction site could be managed safely, we were delighted to watch Our House grow and expand.

2) What is a "routine survey"? How many surveys have been conducted on the WSA property? Was there more than the school property surveyed? If so why?

Yes, surveys are done with a definite purpose. Our purposes have been to: a) purchase property; and b) prepare for a clear title for future campus development, which would require investment and building plans etc.

One survey was done for 827 Kirk Rd and the adjacent Conway Road properties at the time of purchase of those two properties (2002), and one for 821 Kirk Road at the time of the purchase of that property (2004). The most recent survey (May- July 2008) was for 821 and 827 Kirk Rd and the adjacent Conway Road properties, the total property owned by WSA. The 2002 and 2004 surveys did not raise any concerns about the location of the boundaries of the WSA property and the adjoining properties. Therefore, WSA did not re-survey its property at the time of re-financing with SunTrust in early 2008.

Why was the survey commissioned in 2008? To support Our House's expansion, WSA granted temporary access easements for Our House's construction vehicles and permanent storm drainage easements. Rose McConnell assisted with drafting the needed documents granting Our House the rights they needed. Rose found that she could not envision how the various properties (the Church's property, the WSA property and the WSA Conway property) actually fit together based upon the information that was then available. It was at her urging that the WSA board authorized additional research of the public title records and a new, updated boundary survey of all the WSA property.

The 2008 survey of the entire property done by Claude Brown of Registered Land Surveyors did show inconsistencies in the descriptions of WSA's property and the descriptions of the property of *some* of WSA's neighbors to the east, *i.e.* *some* of the homeowners on Conway Road. Mr. Brown did a "closing" survey, surveying an area that enclosed our property to come full circle from start to end point, which should have been done in 2002, but was not done properly. In carrying out a closing survey, Mr. Brown

verified all of the WSA property's boundaries and how they tie to a benchmark, which was the pin found on the corner of Columbia and Kirk Rd. It is this distance between this pin and the northeast corner of the 827 Kirk Road Property [the location of the School office] that has the 35-foot discrepancy and directly leads to the Willard Avenue discussion.

No matter when the survey is done, the discrepancy is still there and needs to be resolved and we have been in the midst of attempting to resolve it. Contacting Mr. Ivey, the son of the prior owner of the property on which Columbia Presbyterian Church and the Conway properties, was done as a methodical next step in a process of completing the updated survey and title work. It is also true WSA made an offer to Mr. Ivey for the discrepancy in the event that the land was not claimed.

3) Does Waldorf have title insurance on the property it has purchased, such that tuition money would not be spent on the dispute?

Yes. WSA has title insurance and we have reviewed our situation with the title company so they are fully apprised.

4) Is litigation contemplated to resolve this dispute? If so, has Waldorf hired counsel? If so, who has Waldorf hired?

We would prefer to work amicably with our neighbors to resolve all issues to clear title. We have asked our neighbors and the lawyer representing a group of these neighbors to help in finding resolution **without** bringing lawsuits. However, as both a property owner and an organization, we have certainly considered the possibility of litigation should our efforts fail. One option open to us is a "quiet title action," which is a lawsuit against our own property with the goal of clearing the title. Rose McConnell, who is a real estate lawyer as well as a former parent and Board member, has served as our attorney on this matter as well as other matters having legal implications.

5) How have the school and our neighbors looked to resolve the discrepancy?

The June 2008 meeting included several representatives WSA thought were knowledgeable about the matter, including, Claude Brown, our surveyor, Rose McConnell (lawyer and former Board President and parent), Stacey Alston (acting administrator) and Michael O'Brien (Chair, Campus Planning). The idea was that the people who were the most knowledgeable about the issue could answer questions and provide the most thorough explanation of a problem needing to be solved. The meeting was viewed by WSA as the initiation of a dialogue. No one suggested that WSA was going to tear down fences or take anyone's property. Unfortunately, this is not necessarily how it looked or felt to the participants according to the website. What was intended to be informative and to initiate a conversation came to be seen as a legal event. We appreciate how this can be the case.

From our perspective, the events were: We discovered a discrepancy in the boundary description of our property and some of our neighbors' properties in 2008; we notified these neighbors and called a meeting to explain what was discovered. We were later informed that the neighbors had hired their own legal counsel and we should communicate only through their lawyer. Our lawyer has contacted their lawyer by phone, letter and personal conference on many occasions over a period of months, providing suggested means to work through each case, which certainly could have been taken up as starting points by their lawyer. To this day, despite repeated efforts, not one letter has been answered and not one offer has been received for negotiating a resolution via their lawyer.

As of this past week, certain of our neighbors (as we are aware of several of the neighbors who are not participants) have launched websites attacking our school for not being neighborly and talking to them about the problem. We have consistently stated that WSA is open to having a conversation with them. In fact, we know of no additional way to make known our willingness to have a conversation, with or without lawyers present, as the neighbors may choose. We do continue to talk with the Church, another neighbor, keeping lines of communication open.

6) Is it true that the school "Commit[ed] before the City (Decatur) Board of Commissioners to adhere to certain conditions - such as a 25 foot buffer zone of undisturbed land and then blatantly violated the agreement?"

First of all, we have not violated any agreements or conditions entered into with the City of Decatur Board of Commissioners. This can be readily verified with the City. WSA has been issued a "Special Use Permit" that allows us to operate a school on residential zoned property (the vast majority of schools are located on residential zoned property). Along with this "Special Use Permit," WSA was also asked to adhere to several conditions that affect future development of the land. One condition stipulates that we maintain a 25 ft. landscape buffer (this buffer is not required to be "undisturbed" - i.e. left in its natural state - although it could be); another condition requires that future buildings be set back 50 ft. along the residential property lines. It is important that development conditions should not be confused with regular zoning requirements.

Again, WSA has and continues to meet all zoning requirements and development conditions, and we will communicate with the City of Decatur Planning Department if we wish to take any action that would require approval or advice. Please know that agendas and meeting minutes for City of Decatur Planning Commission meetings are posted on-line, for example:

Commission Meeting Minutes - October 18, 2004 (starts on page 2)

http://74.125.45.132/search?q=cache:FOOuAEdyvmcJ:www.decaturga.com/client_resources/cicomagendas/m101804.doc+%22827+kirk%22+%2Bdecatgur&hl=en&ct=clnk&cd=26&gl=us

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Paragraph starts “Mr. Saxon stated that the Waldorf School has requested approval of a private elementary and middle school at 821 Kirk Road and a new development plan for its campus at 821-827 Kirk Road and 711 South Columbia Drive. ...”