



MEMORANDUM

To: Board of Directors
From: Peter C. Gorham, P.E., Director of Engineering
Date: July 9, 2010
Re: North Fork Regional Pump Station- Apex, LLC Condemnation
cc: James M. Bowling, IV

The sub consultant Land Acquisition Services, Inc. (LAS) was retained by our consultant, Whitman, Requardt and Associates, LLC (WRA) to negotiate easements on behalf of the ACSA for the North Fork Regional Pump Station Project. Attached you will find a copy of the easement plat for Tax Map 32, Parcel 22E, owned by Apex, LLC. Also attached is the correspondence from LAS to Mr. Larry Hall, the landowner, demonstrating the attempts to acquire the easement. In addition there is a summary of the Contact Record by LAS.

It is the ACSA staff's opinion that sufficient time has been allowed for the landowner to have considered the offer of compensation for obtaining the easement. Pursuant to the resolution passed by the Board of Directors on January 21, 2010, the Board authorized the Executive Director to obtain the necessary easements and to proceed with condemnation of the easements if an agreement could not be reached with the landowner. Mr. Hall was notified by Federal Express of the ACSA staff's intent to recommend to the Board of Directors to authorize filing a Certificate of Condemnation and he was invited to attend the Board meeting.

Board Action

We are requesting that the Board of Directors authorize the ACSA attorney to file a Certificate of Condemnation of the permanent and temporary easements on Tax Map 32, Parcel 22E, owned by Apex, LLC.

PCG/anw

0806NFRPSApexCondemnationRecommMemo070910

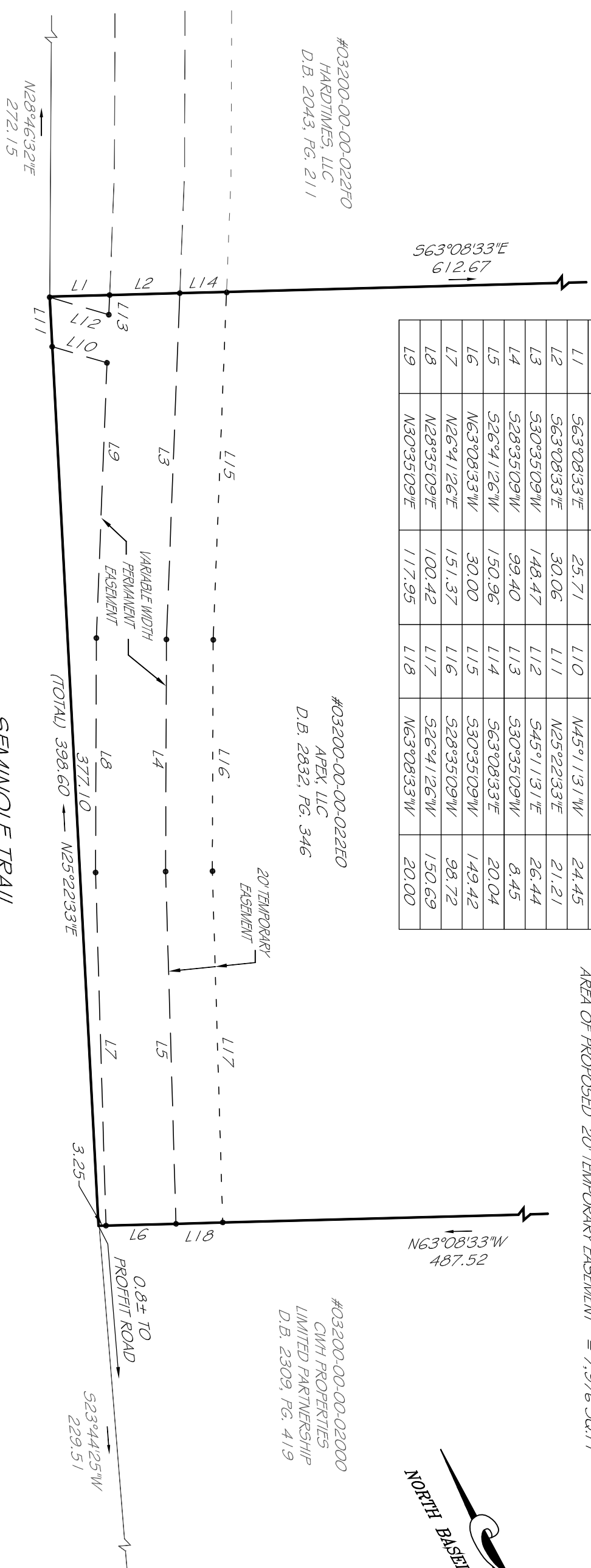
LINE TABLE			
LINE	BEARING	LENGTH	LINE
L1	S63°08'33"E	25.71	L10
L2	S63°08'33"E	30.06	L11
L3	S30°35'09"W	148.47	L12
L4	S28°35'09"W	99.40	L13
L5	S26°41'26"W	150.96	L14
L6	N63°08'33"W	30.00	L15
L7	N26°41'26"E	151.37	L16
L8	N28°35'09"E	100.42	L17
L9	N30°35'09"E	117.95	L18
			L18
			L19
			L19

AREA OF PROPOSED VARIABLE WIDTH PERMANENT EASEMENT = 12,473 SQ.FT
 AREA OF PROPOSED 20' TEMPORARY EASEMENT = 7,976 SQ.FT

#03200-00-00-0222FO
 HARDTIMES, LLC
 D.B. 2043, PG. 211

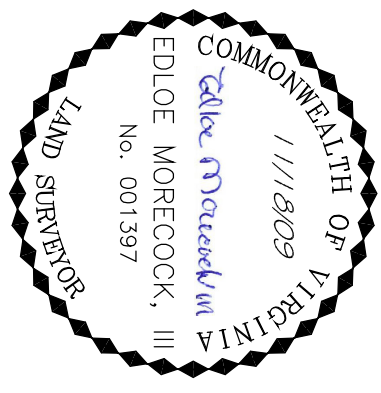
#03200-00-00-0222EO
 APEX, LLC
 D.B. 2832, PG. 346

#03200-00-00-02000
 CWH PROPERTIES
 LIMITED PARTNERSHIP
 D.B. 2309, PG. 419

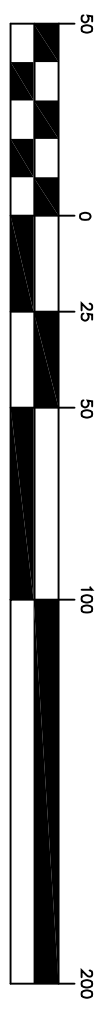


I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND SURVEY UPON WHICH IT IS BASED, ARE TRUE AND CORRECT REGARDING THE STATE STANDARDS APPLICABLE THERETO.

Alice Morecock III
 EDLOE MORECOCK, III, L.S.



GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.

SEMINOLE TRAIL
 US ROUTE 29
 RIGHT OF WAY WIDTH VARIES

- 1) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT REFLECT ALL EASEMENTS, COVENANTS AND/OR RESTRICTIONS OF RECORD.
- 2) THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY OF T.M. #03200-00-00-0222EO
- 3) NO SUBSURFACE INVESTIGATION DONE AT THE TIME OF THIS SURVEY.
- 4) THIS PLAT IS BASED ON A CURRENT FIELD SURVEY AND IS IN ACCORDANCE WITH THE MINIMUM STANDARDS AND PROCEDURES AS SET FORTH BY THE COMMONWEALTH OF VIRGINIA.
- 5) APPURTENANCES NOT SHOWN.
- 6) NO CEMETERY SITES WERE OBSERVED ON THE SUBJECT PROPERTY, HOWEVER THEY MAY EXIST.
- 7) THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

PLAT SHOWING
 PROPOSED VARIABLE WIDTH PERMANENT EASEMENT
 AND
 PROPOSED 20' TEMPORARY EASEMENT
 ACROSS THE LAND OF

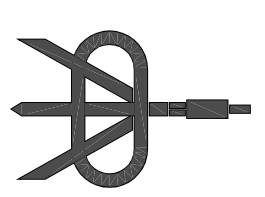
APEX, LLC

T.M. #03200-00-00-0222EO

LOCATED IN THE RIVANNA DISTRICT
 ALBEMARLE COUNTY, VIRGINIA.
 NOVEMBER 16, 2009
 SCALE: 1" = 50'

RICE ASSOCIATES

LAND SURVEYING MAPPING CONSULTANTS
 308 TURNER ROAD
 SUITE G
 RICHMOND, VIRGINIA 23225
 (804) 674-9723 FAX (804) 674-9726



12-#03200-00-00-0222EO

NORTH FORK FORCE MAIN PROJECT

**CONTACT RECORD - PROPERTY OF
APEX,LLC --T.M. PARCEL 03200-00-00-022E0**

Mailing Address: Larry Hall

Hall's Automotive

1949 Northside Drive

Charlottesville, VA 22911

Phone (434) 973-2113, cell 434-962-5136

2/4/2010 - I called and left a message. He called back and asked if I could stop by there when I was up on another appointment. I met him later that day. I gave him the appraisal report, title report, and the easement agreement and plat. I showed him the plans and explained the project to him. He wants to reduce the easement to 20' and have it share space with other utilities. He wants it cut down to the North Pointe grade and that of 29.

2/10/2010 - I spoke with Chuck and found out that my plans needed to be updated. I called Mr. Hall to tell him that I would be getting a new set and would call him when they were in.

2/19/2010 - I called Mr. Hall to inform him that I was coming up to meet other landowners and could meet him if convenient to go over new plans. He was up in Greene County working on a sewer project in his new development so I met him there. He says that his engineer is drawing up a site plan for his parcel, and he will get it to me when it is finished so we can see if we can work together on the elevation.

3/11/2010 - I called him and sent him a copy of the new plan sheet.

3/26/2010 - I called to check --- no plan yet.

4/12/2010 - I called - he still hasn't heard from engineer - he said he would call me.

4/21/2010 - Called - left message.

4/28/2010- Called. Left message.

4/30/2010 - I called him and told him what ACSA would do for him if he signed. I advised that time was up and that I

had been instructed to write a "final" letter if he didn't sign. He asked me to wait until Tuesday to send the letter.

5/5/2010 - I called him and advised that I was sending him the final letter. I sent it by certified mail - deadline May 13.

5/12/2010 - Mr. Hall called - he has a new idea - wants sewer moved back on his lot - I told him that was not likely but I would forward his request to ASCA.

5/14/2010 - I was advised by ACSA that plans would not be changing - I was instructed to write a final letter.

5/17/2010 - I mailed a certified letter - deadline is May 24th.

5/18/2010- I called Mr. Hall to advise that letter was on the way.

5/20/2010 - I received a call from Louise (Mr. Hall's assistant) to advise that he was out of state and unable to communicate at all until June 2.

5/25/2010 - I sent certified letter with June 4 deadline - advised him to call upon his return to discuss.

Land Acquisition
Services
Incorporated

P.O. Box 1528 Midlothian, VA 23112
804-221-6793 804-744-1175 (fax)
rinbarkdull@comcast.net

RIN BARKDULL, SR/WA
President



February 4, 2010

Mr. Larry Hall
1949 Northside Drive
Charlottesville, VA 22911

**RE: NORTH FORK REGIONAL PUMP STATION PROJECT
ACQUISITION OF PROPOSED SANITARY SEWER EASEMENTS
TAX MAP PARCEL NUMBER: 032000000022E0
PROPERTY OF APEX LLC**

Dear Mr. Hall:

I am a Right of Way consultant doing work for Whitman, Requardt and Associates, LLP who have been contracted by Albemarle County Service Authority to engineer and oversee the subject project. As such, I will be responsible for obtaining the necessary easements for the proposed force main sewer from the new regional pump station on Route 29.

You should have already received some correspondence on this project, but I would like to sit down with you to discuss it at length and show you the construction plans for it as it does affect your property. The length of the easement on the front of your property is about four hundred feet, and it is of variable width due to the topography and variation in the right of way of the road. Because the easement is outside the road right of way, there is also a small access easement as well. Ingress and egress to the parcel will be maintained at all times, and the area disturbed by construction will be replaced and restored to its condition existing immediately prior to construction.

The legal department for the Service Authority has prepared a standard Right of Way Agreement for the granting of the easement that is necessary for the force main. The location of the proposed easement is shown on the plat attached to the agreement. You will note that there is a variable width permanent easement across the frontage along Route 29 in which the pipeline will be installed, as well as a twenty (20) foot wide temporary construction easement. This temporary easement will totally revert back to you once the construction on the project is completed and the sewer is operational.

Should you not wish to dedicate this easement to Albemarle County Service Authority, an appraisal report was prepared to evaluate the amount to compensate you. The appraisals were done by Steve Clauson, MAI, and Ivo Romenesko, MAI, CCIM, of The Appraisal Group. Their office is in Charlottesville, so they are very familiar with land values in this area.

Tom Garrison

From: Rin Barkdull [rinbarkdull@comcast.net]
Sent: Friday, April 30, 2010 12:20 PM
To: 'Tom Garrison'; 'Luck, Charles'; pgorham@serviceauthority.org
Subject: Apex

I called Larry Hall to let him know that we needed an answer as to whether he is signing or not. He assured me that he would be signing but not until he looks at the site plan for North Pointe. He is interested in the grading up at the road and wants to have that info to determine what to do. I explained that the pipe had been dropped and that the ACSA is willing to put fittings at either end of that where it can be dropped should there be a problem once grading plan in developed/presented. I told him that we (you!) would put the dirt back and compact it to stabilize it. He seemed okay with this. I informed him that all of it was contingent upon his signing the deed to which he responded that he would sign.

He plans to call Bill Fritz to get a copy of that site plan and then go from there. I told him that I would call him on Tuesday to find out when I could come to obtain his signature!

--- I let him know that a letter would be forthcoming after that if nothing had been done--- enough time has passed and he needed to act soon. That is all from this end on Apex - please advise if there is anything else you would like me to do on it.

Thanks - have a great weekend!

Rin H. Barkdull, SR/WA

Land Acquisition Services, Inc.

P.O. Box 1528

Midlothian, VA 23112

TEL: 804-221-6793

FAX: 804-744-1175

Tom Garrison

From: Rin Barkdull [rinbarkdull@comcast.net]
Sent: Tuesday, May 11, 2010 4:32 PM
To: 'Tom Garrison'
Cc: 'Luck, Charles'
Subject: Apex

Larry Hall just called to let me know that he IS going to sign, he just needs to get some things straight and some questions answered. I advised that I was not sure he would get anything definite answered as all is preliminary at this point. He has a call into Mr. Wagner (?) who is supposed to be able to tell him something.

Just to make sure I have this straight --- we will put in fittings at either end of the pipe along the front and then will relocate vertically if that is needed and at county expense??? If this is correct, I see no problem getting him to sign. I think that is what I remember - just want to make sure.

Thanks for any and all help!

Rin H. Barkdull, SR/WA

Land Acquisition Services, Inc.

P.O. Box 1528

Midlothian, VA 23112

TEL: 804-221-6793

FAX: 804-744-1175

Tom Garrison

From: Rin Barkdull [rinbarkdull@comcast.net]
Sent: Wednesday, May 12, 2010 4:29 PM
To: 'Luck, Charles'; 'Tom Garrison'
Subject: Apex
Importance: High

I just got off the phone with Larry Hall, and he has finally decided his plan. He wants to have the sewer line on his property aligned with the line on Great Eastern as well as at the same depth. He does not want the line to be up on Rte. 29 where the plans show it, but back on his property. He says that will be no more expensive as it is the same amount of footage of pipe and if we can be back there for North Point then, we can be back there for him. I let him know that perhaps that could have happened months ago when we first began this negotiation, but I didn't see any way that the project could be re-engineered at this point. He said that if we couldn't revise the plans now, that he would not sign unless we could promise him in writing that when the grading occurs on the adjacent property as well as his, that the county would relocate it back there. I explained that there were other structures involved too and I was not sure that it would work. I told him that I would write to you and see what you thought. For the record, he also said that he wants to be paid what his neighbors are being paid --- that the property should be worth the same.

Tom, I believe he would like you to call him to tell him what you can do for him. I hope I didn't overstep my bounds, but I didn't think his request for relocating the pipe on his property could happen at this late date. I, of course, as always, will defer to you two to set me straight, or to help me set him straight --- whichever.

Please advise!

Thanks for your help with this.

Rin H. Barkdull, SR/WA

Land Acquisition Services, Inc.

P.O. Box 1528

Midlothian, VA 23112

TEL: 804-221-6793

FAX: 804-744-1175

7/8/2010



June 25, 2010

BY FEDERAL EXPRESS

Mr. Larry Hall
Hall's Automotive
1949 Northside Drive
Charlottesville, Virginia 22911

Re: North Fork Regional Pump Station
Apex LLC Easement
TMP 03200-00-00-022E0

Dear Mr. Hall,

As you know by Rin Barkdull's letters dated May 17, 2010 and May 25, 2010 (copies attached), the Albemarle County Service Authority (ACSA) made you an offer for a permanent utility easement across your property referenced above and shown on a plat by Rice & Associates, dated November 16, 2009. This offer of \$12,750 was based on an appraisal by the Appraisal Group, Inc. which has also been delivered to you. After several months of conversations, Ms. Barkdull sent you a certified letter on May 17, 2010 (copy attached) presenting the ACSA's final offer of \$12,750 with a deadline of May 24, 2010 for delivery of a signed deed of easement. This deadline was extended until June 4, 2010 to allow you time to return from a short vacation and you were invited to meet with the ACSA prior to the deadline. After the deadline passed with no response, I met with you to further discuss the terms of the easement. My understanding is that you will not sign the deed of easement unless the ACSA agrees to relocate the proposed force main (horizontally) at the ACSA's expense should the force main require relocation in the future.

The ACSA is not willing to agree to this stipulation, but is willing to agree to the following, as stated in Ms. Barkdull's letter:

1. Lower the planned force main two additional feet to increase the odds that future grading on your property will not require vertical relocation of the force main. Should the force main require vertical relocation (with no horizontal relocation), the ACSA will assume the cost. Should the force main require horizontal relocation, you or your successors will assume the cost.
2. Add a wye in the force main as shown on the attached sketch of the North Pointe property and two plug valves as shown.

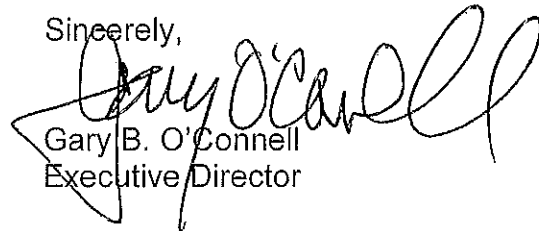
3. Relocate the "Pigging Station" further to the North and just south of the entrance drive to your property. A 16-inch plug valve will be installed approximately 15 feet to the south of the "Pigging Station" to allow for a tap on the force main should future relocation of the force main be necessary.
4. Relocate the Air-release/air vacuum valve assembly further to the south.
5. Haul excess cut material offsite to a location within two miles that you specify. Otherwise, you will have the option of the ACSA's Contractor:
 - o Restoring to original grade; or
 - o Hauling the material off-site to a location of the ACSA or Contractor's choosing.
6. Pay you \$12,750 compensation as described in the Appraisal Group Appraisal Report dated January 26, 2010.

This letter is the ACSA's final request that you sign and deliver the deed of easement to this office by close of business on Friday, July 2, 2010. Failure to do so will initiate the ACSA requesting our Board of Directors to approve the filing of a Certificate of Take at their next regularly scheduled meeting on July 16, 2010. You are invited to attend this meeting or to send someone to represent your interests.

The filing of a Certificate of Take in no way prevents further negotiations in an effort to reach a mutually satisfactory agreement. This action is being taken by the ACSA merely to ensure proper title in order for construction of the project to proceed.

Thank you for your attention to this matter. If you have any questions or comments, please contact me anytime.

Sincerely,



Gary B. O'Connell
Executive Director

TAG/anw
Attachments

0806NFRPSApexnoticeoftake062510

From Please print and pre-sort.
Date 6/25/10 Sender's FedEx Account Number 1344-9830-7
Sender's Name Albemarle County Service Authority Phone (434) 977-4511
Company Albemarle County Service Authority
Address 168 Spotsnap Rd
City Charlottesville State VA ZIP 22911

Your Internal Billing Reference
First 24 characters will appear on invoice.

To
Recipient's Name Larry Hall Phone ()

Company Hall's Automotive **HOLD Weekday** Print FedEx location address below. NOT available for FedEx First Overnight. **HOLD Saturday** Print FedEx location address below. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Address 1949 Northside Dr.
We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Room/Suite/Room

Address
Print FedEx location address here if a HOLD option is selected.
City Charlottesville State VA ZIP 22911

4a Express Package Service * To most locations. Packages up to 150 lbs.
 FedEx Priority Overnight Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Standard Overnight Next business afternoon.* Saturday Delivery NOT available.
 FedEx 2Day Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Express Saver Third business day.* Saturday Delivery NOT available.

4b Express Freight Service ** To most locations. Packages over 150 lbs.
 FedEx 1Day Freight Next business day.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No. 1.800.802.9307
 FedEx 2Day Freight Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 3Day Freight Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit \$500.
 FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options
 SATURDAY Delivery NOT available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.
 No Signature Required Package may be left without obtaining a signature for delivery. Direct Signature Someone at recipient's address may sign for delivery. For applies. Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. For applies.
Does this shipment contain dangerous goods?
One box must be checked.
 No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required. Dry Ice Dry Ice, 8 UN 1845 x kg Cargo Aircraft Only
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
 Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card Cash/Check
FedEx Acct. No. Credit Card No. Exp. Date

Total Packages 1 Total Weight _____ Total Declared Value†
Rs. \$ _____

†Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

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