



County of Albemarle
FES - FACILITIES PLANNING & CONSTRUCTION

Michael Stumbaugh
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tel: 434.906.4459

Date: April 22, 2025
Re: UPC 113183 Commonwealth Drive/Dominion Drive Sidewalk Improvements:
Right-of-Way Impasse Letter Impacting Parcel 012 (SEMF)

Jessie Barter
Charger Ventures
4104 Franklin Street
Kensington, Maryland 20895

Dear Ms. Barter:

As we previously discussed by phone call and by email message, the County of Albemarle, Virginia (County), plans to complete the design and construction of the Commonwealth Drive/Dominion Drive Sidewalk Improvements project in the very near future. This project is a Revenue Sharing project in conjunction with the Virginia Department of Transportation (VDOT). As we have discussed, for portions of the referenced properties it is necessary to secure a permanent utility easement and fee simple of small portions of the property. Acquisition of portions of your property is very important to the progress of this project that will provide safer and more efficient transportation amenities for the community. On October 3, 2024, a right-of-way agent representing the County of Albemarle, Virginia, discussed the project with Jessie Barter of Charger Ventures and emailed her an offer package containing all the documents and plan sheets pertaining to the impact on your property owned by SEMF Charleston, LLC.

The County made an original offer of \$3,705.00 for the permanent easement and fee simple needed on the property located at 2224 Commonwealth Drive, Charlottesville, Virginia 22901. The project requires 31 square feet in fee colored in RED on the attached sheet (5RW) and 540 square feet in a permanent utility easement colored in Green on the attached sheet (5RW). Plan sheet 5 shows the same area with the road, sidewalk and an overview of the property.

The County cannot compensate SEMF the \$11,500 that has been requested from your letter dated October 24, 2024 for Legal Fee Estimate – Easement and Partial Release Review. The County has offered to compensate SEMF and an additional \$5,000.00 to reach a mutually acceptable resolution, thereby eliminating the necessity for condemnation. Original offer \$3,705.00 and additional \$5,000.00 for a total of \$8,705.00.

As of the date of this letter and after continued negotiations, we have been unable to reach a mutual agreement on the amount of compensation SEMF will accept in return for voluntary conveyance of the land and any necessary rights to the County. We have discussed the fact that if we cannot reach an agreement in a timely manner, it will be necessary for the County to notify you through an Impasse Letter that the acquisition of these small portions of your property may have to be completed by initiation of the condemnation process. Condemnation is not our preferred manner of acquiring property for County and VDOT projects and we strive to avoid it whenever possible.

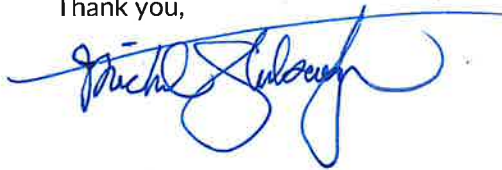
Unfortunately, because a mutual agreement has not been reached, this letter serves as official notification that the County has determined that an impasse in negotiations has been reached and if an agreement cannot be reached in the next twenty-one (21) days from the receipt of this letter, staff will recommend that the condemnation process be approved and subsequently initiated. As follow-up to our last contact by email message and in a final effort to reach a mutually acceptable resolution, thereby eliminating the necessity for condemnation, I respectfully request that you reconsider the County's last offer of \$8,705.00 provided to you by email on April 8, 2025, for your property located at 2224 Commonwealth Drive.

If you feel you cannot accept the County's offer, please provide a counteroffer, other than what you have previously presented, within the 21-day period to be considered. It is imperative that we reach a decision as to whether to institute condemnation proceedings without any delay, so I respectfully request that you respond to this letter as quickly as possible. Again, if we do not hear from you within 21 days of the date of this letter, then County staff will assume we are not able to reach a mutual agreement and that there is no offer that you would consider acceptable.

Please understand that pursuing condemnation is not intended to prohibit any further negotiations. If at any time you feel that there are mutually acceptable resolutions, then please let us know so that we can pursue a settlement.

Please note the offer for Parcel 012 will revert to the original value of \$3,705 if condemnation proceedings commence.

Thank you,



Michael Stumbaugh

Deputy Chief of Transportation Projects
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[Albemarle County](https://www.albemarlecountyva.gov)

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