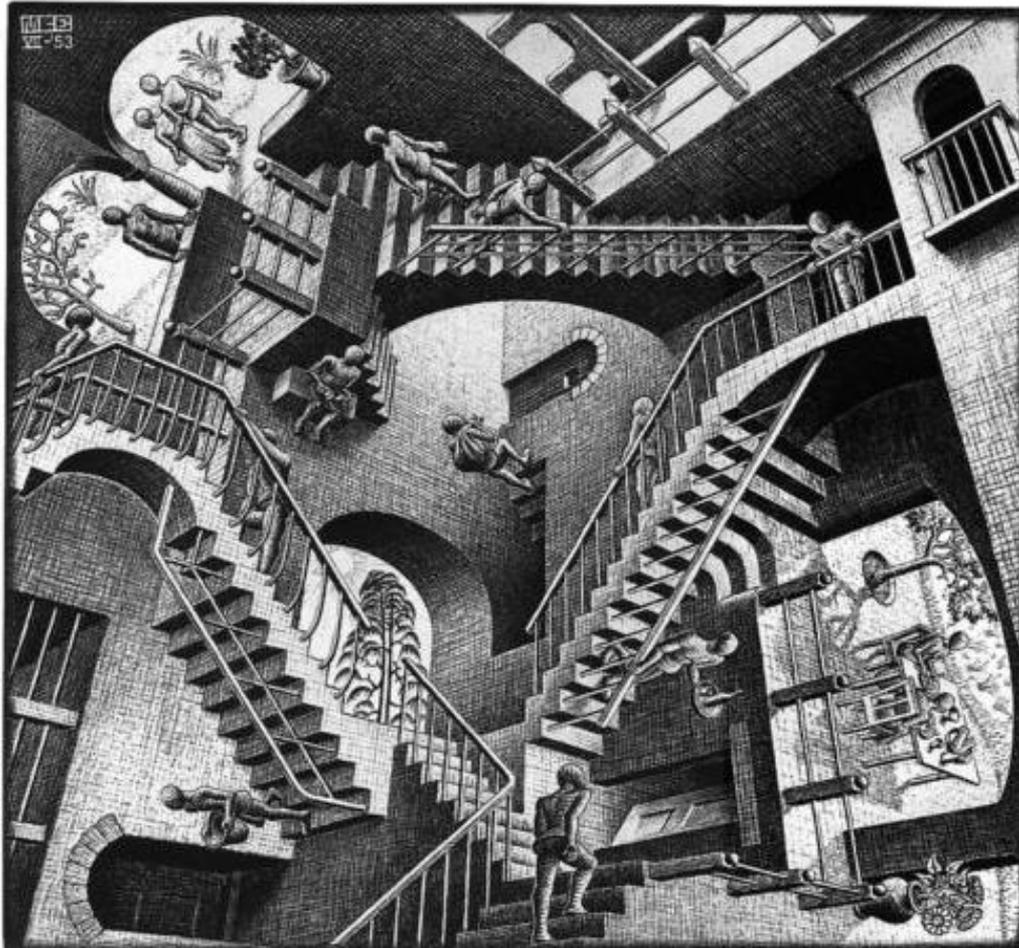
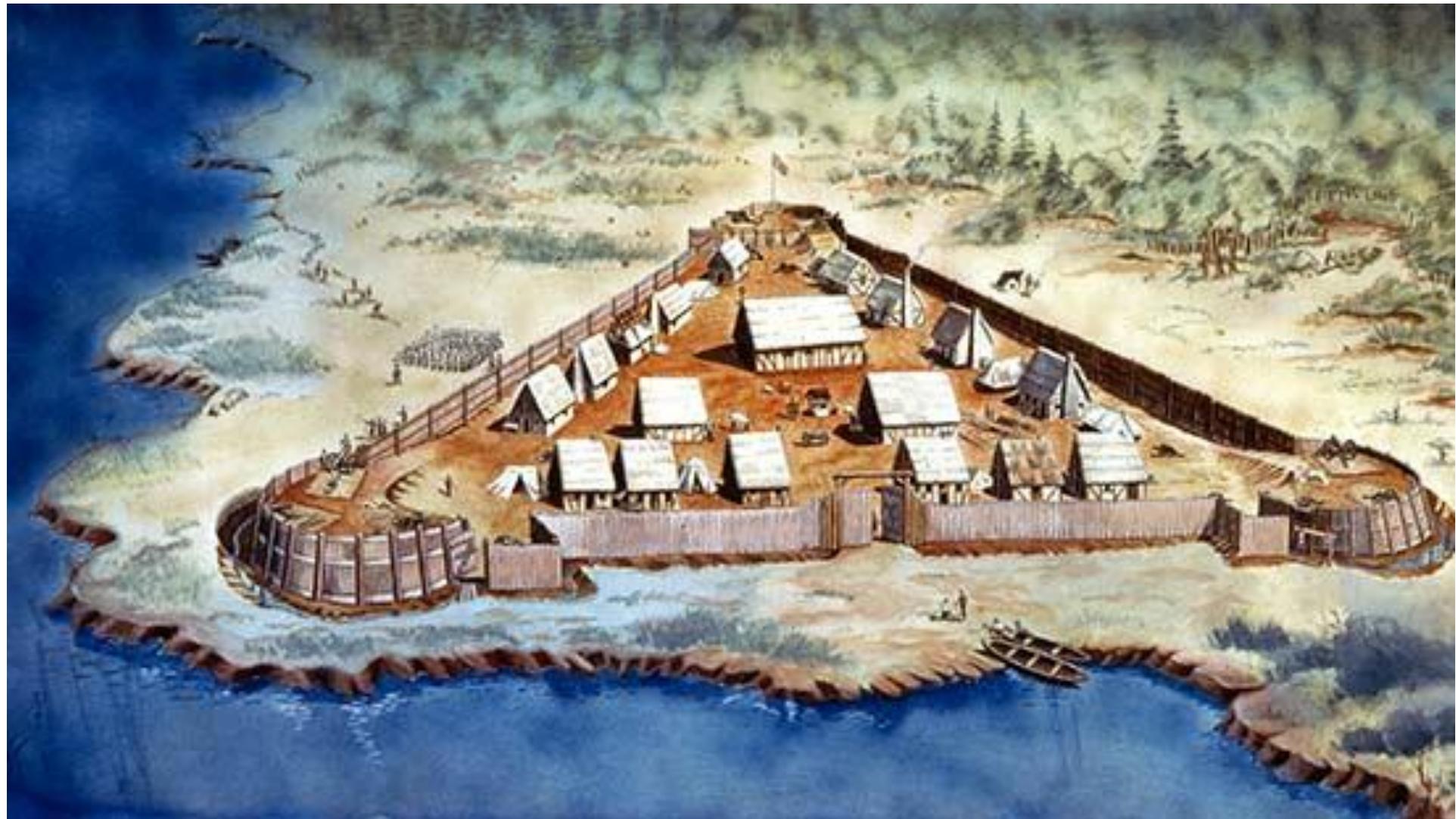


REAL PROPERTY ACQUISITION



**STEPS
AND
MISSTEPS**



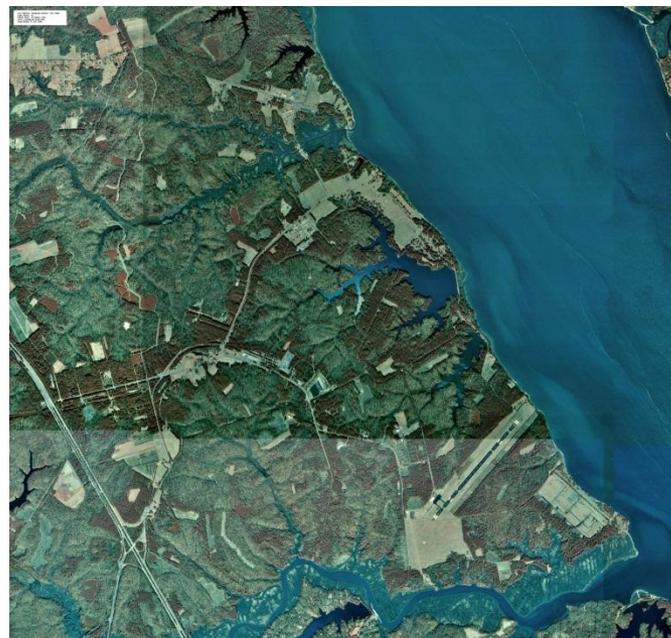




...nor shall private property be taken for public use, without just compensation.

All residents of the entire towns of Magruder and Bigler's Mill had to vacate.

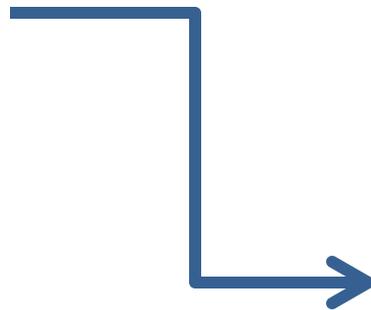
The town of Magruder was an African-American community established for freedmen after the American Civil War.



→ “The Farm”

Uniform Relocation Assistance and Property Acquisition Policies Act of 1970

Acquire
real property
with
federal funds



Follow URA

Virginia Relocation Assistance and Real Property Acquisition Policies

Code of Virginia § 25.1-400 – 421

Code of Virginia

Title 15.2 – Chapter 2 – Condemnation

Title 36 - Chapter 1 - Housing Authorities Law

What is Real Property?



Real Property is...



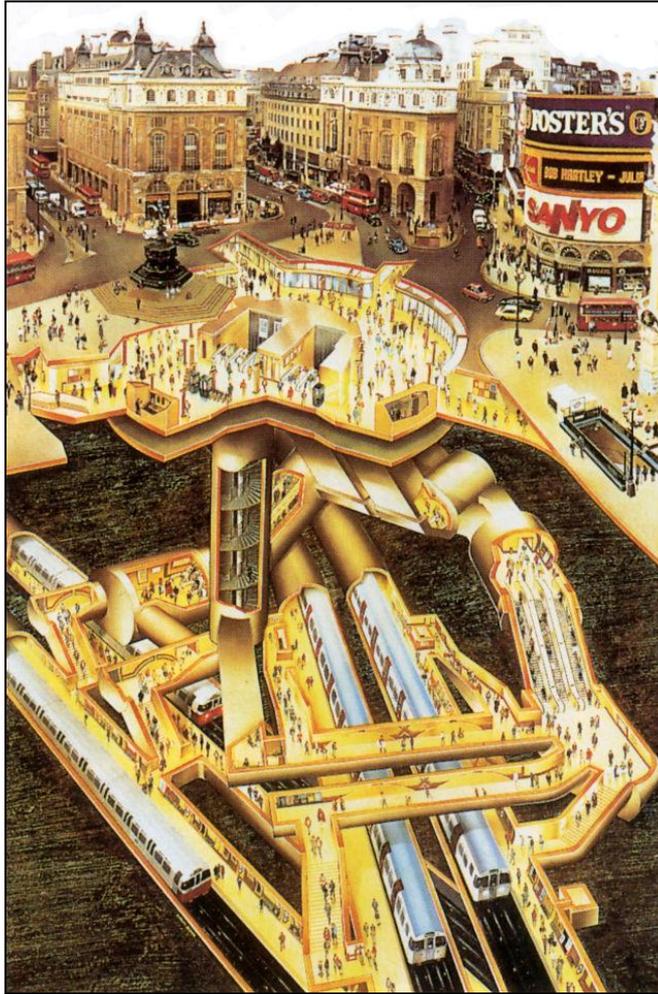
Land

Real Property is...

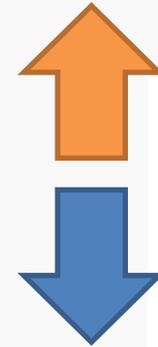


Improvements
attached
to land

Real Property includes...



Air Space
Above



Minerals
Below

Real Property is NOT...



A mobile home UNLESS it is **attached** to land

Quiz



Does the URA apply to a mobile home NOT attached to the land?

Ownership Interests

- Fee Simple Absolute
- Possessory Interests
 - Life Estate
 - Life Tenant / Remaindermen
 - Leasehold
- Future Interest - Option



What do you need to acquire?

Fee

Easement

Permanent

Temporary



Easement

Right to use the real property of another for a specific purpose

Permanent – “Runs with the land”

Temporary

Conveying Title

Property and property rights
are conveyed by:

Deed

Last Will and Testament

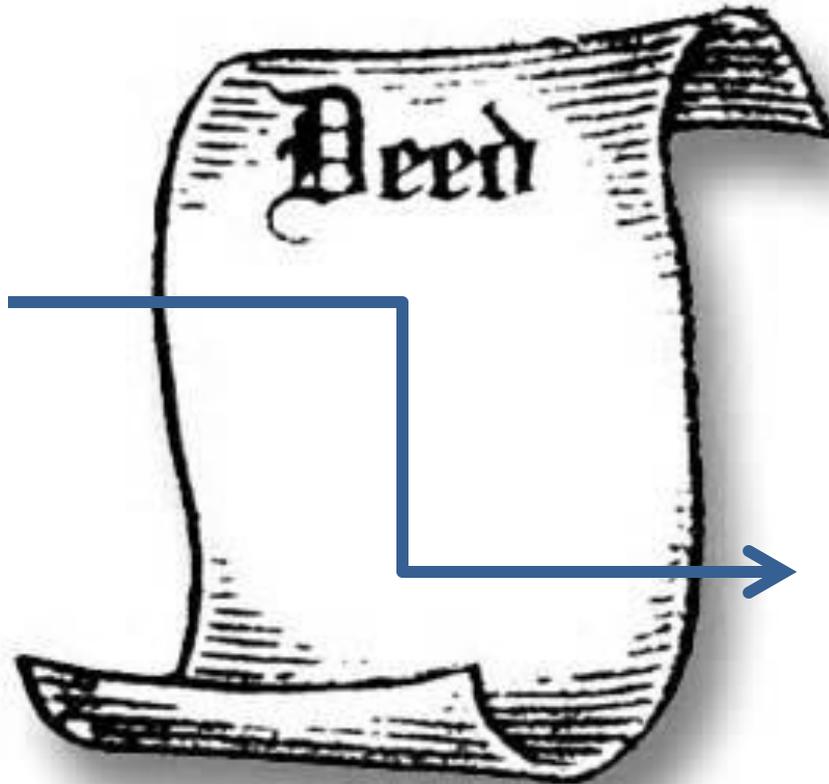
Intestate Succession



*In special circumstances by plat

Deeds

From
Grantor



To
Grantee

Warranty

General Warranty

Special Warranty

Quitclaim

WHEN RECORDED, MAIL TO:
 Grantee
 80 Riverview
 Salt Lake City, UT 84143

REC'D BY: [Signature]
 AL-AN STUBBS
 SUMMIT COUNTY RECORDER

91 SEP 23 PM 4:43
 347501
 RECD BY: [Signature]

Space Above for Recorder's Use

Warranty Deed
 (Special)

SILVER SPRINGS ASSOCIATES, a California general partnership
 of Menlo Park, California
 CONVEY AND WARRANT against all claiming by, through or under

to SILVER SPRINGS MASTER HOMEOWNERS ASSOCIATION, a Utah Non-Profit Corporation
 of Park City, Utah

for the sum of TEN AND NO/100 (and other good and valuable consideration) # - - - - DOLLARS,
 the following described tract of land in Summit County,
 State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO easements, restrictions and rights of way currently of record
 and general property taxes for the year 1991 and thereafter.

This conveyance is made subject to the following express deed restrictions
 which shall be applicable to Grantee, its heirs, successors and assigns for
 a period of fifty years from date hereof: (1) Except as provided in subsection
 (3) below, Grantee may not sell or lease for profit all or any portion of the
 subject property; (2) The subject property may only be used as a park and/or
 open space; (3) Grantee may not use the subject property for commercial
 purposes; provided, however, Grantee may charge for use of the subject property
 if the activity for which a charge is made is in the nature of a single event
 carnival or holiday related function.

WITNESS, the hand of said grantor, this 23RD day of Sept, A.D. 19 91.

Signed in the presence of _____

STATE OF UTAH }
 COUNTY OF SUMMIT } ss.
 I, Neilvan Barnes, Notary Public
 do hereby certify that Neilvan Barnes
 is duly qualified and is the Notary Public
 for the County of Summit, State of Utah.

800-625-795
 19 91, personally appeared before me
 the signer of the within instrument, who
 of the parties Silver Springs
Robert C. Neal
 Notary Public
 Residing at: Summit Co. Utah

My Commission Expires: Nov 27, 93

FORM 194-1 - WARRANTY DEED, SPECIAL - Kelly Co., 55 W. North South, S.L.C., Utah

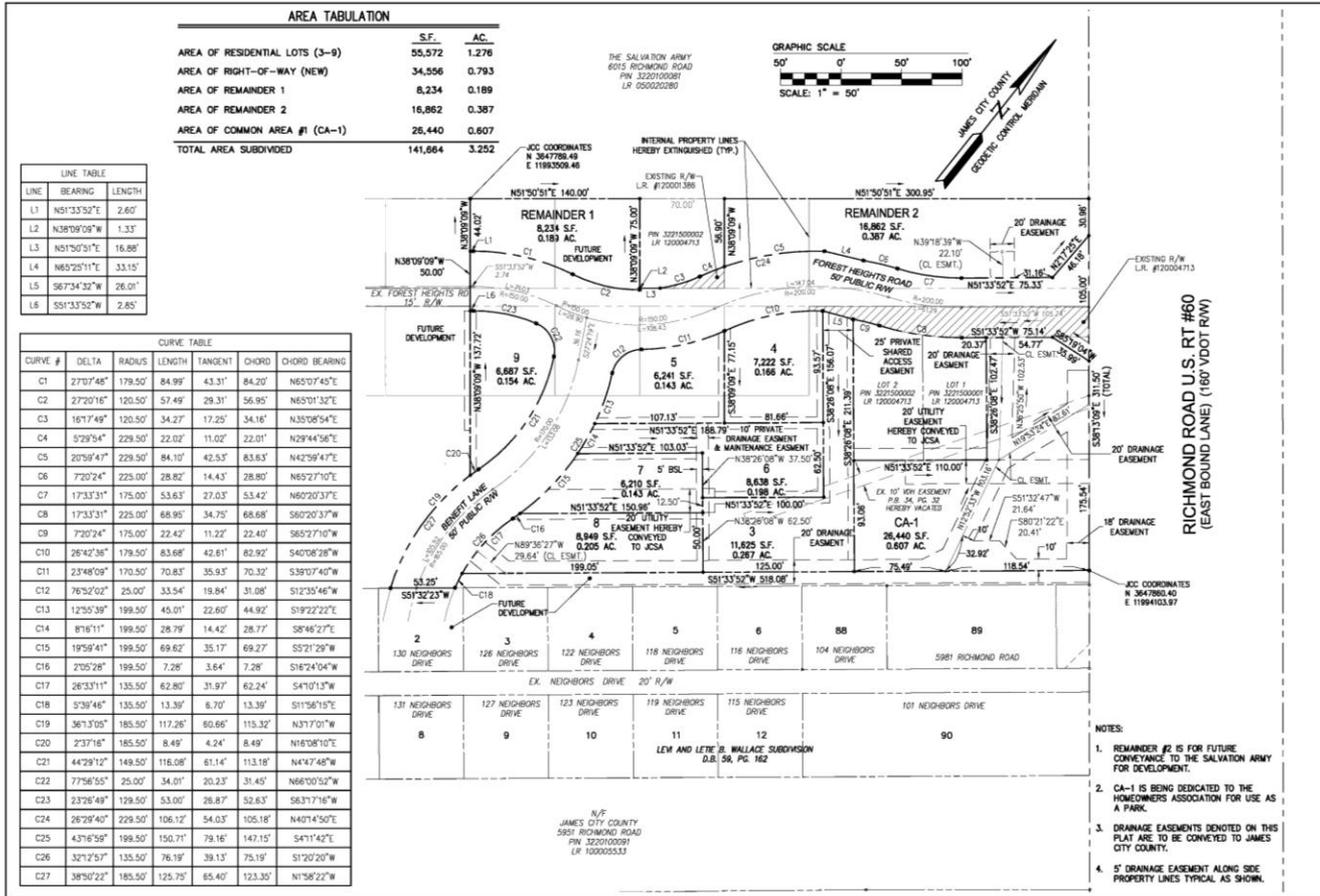


Legal Description

II

After the payment of the items stated in Clause I of this, my Will, I do will, devise and bequeath unto my beloved daughter, Sue , my homeplace, being a portion of Lot "B" shown on Plat of D. Warren Marston's Property in James City County, Virginia; said plat recorded in James City County Plat Book 6, page 29. A portion of said Lot "B" having been heretofore conveyed to various parties and the lot hereby devised fronts on the south side of U. S. Route 60 and extends back between parallel lines to a certain Magnolia tree and Pear tree to the rear of said lot. I do further will, devise and bequeath all the personal effects contained in said homeplace to my beloved daughter,

Plats



Rev	Date	Description	Checked



AES
CONSULTING ENGINEERS

5348 Old Towne Road, Suite 1
Williamsburg, Virginia 23188
Phone: (757) 253-0948
Fax: (757) 253-6944
www.aesva.com

Hampton Roads | Central Virginia | Middle Peninsula

PLAT OF BOUNDARY LINE EXTINGUISHMENT AND SUBDIVISION LOTS 3 - 9 AND RIGHT-OF-WAY DEDICATION FOR PHASE 1 OF FOREST HEIGHTS NEIGHBORHOOD PREPARED FOR JAMES CITY COUNTY HOUSING & COMMUNITY DEVELOPMENT

Project Controls: ABS07C3

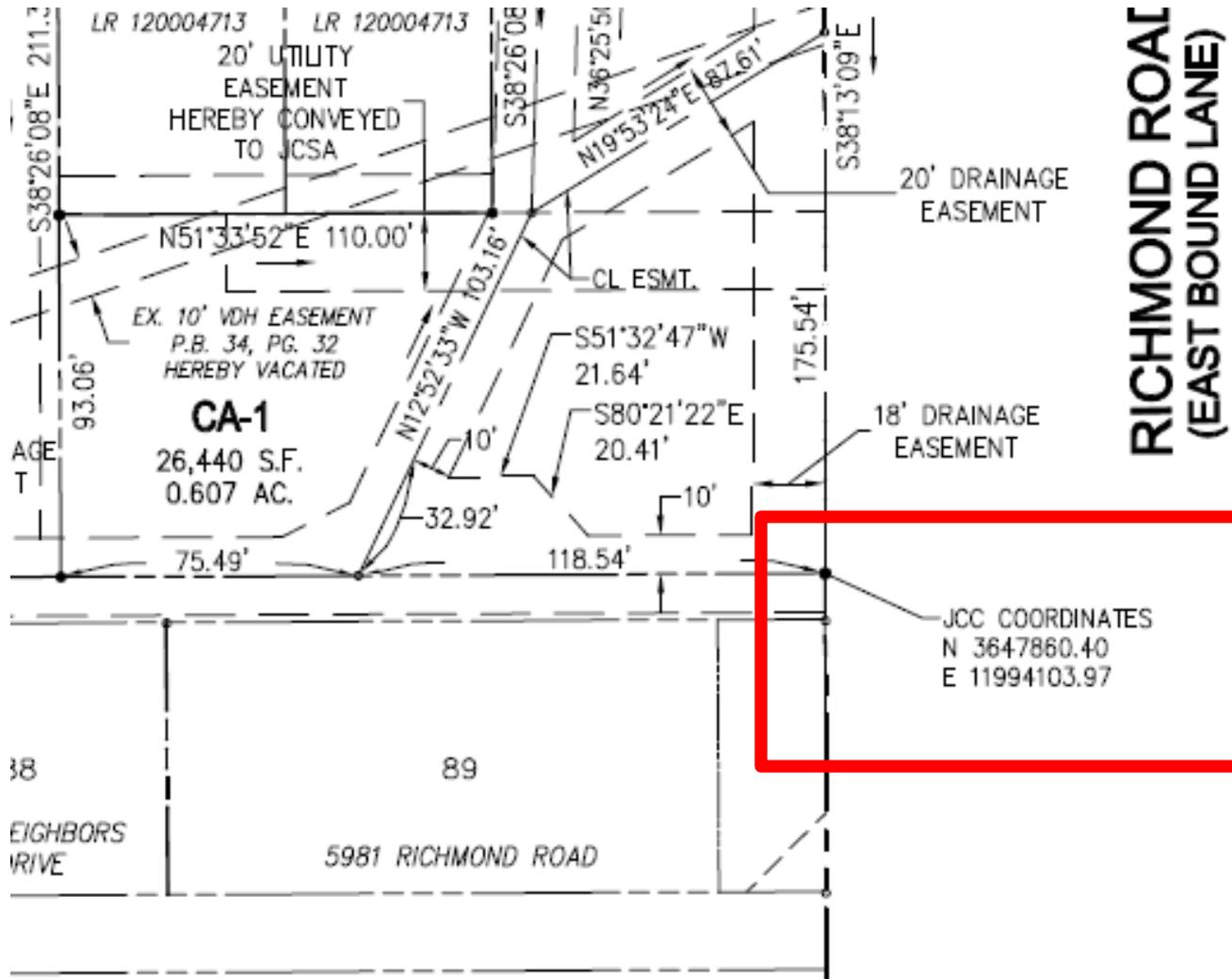
Project Number: W11154-03

Scale: 1"=50'

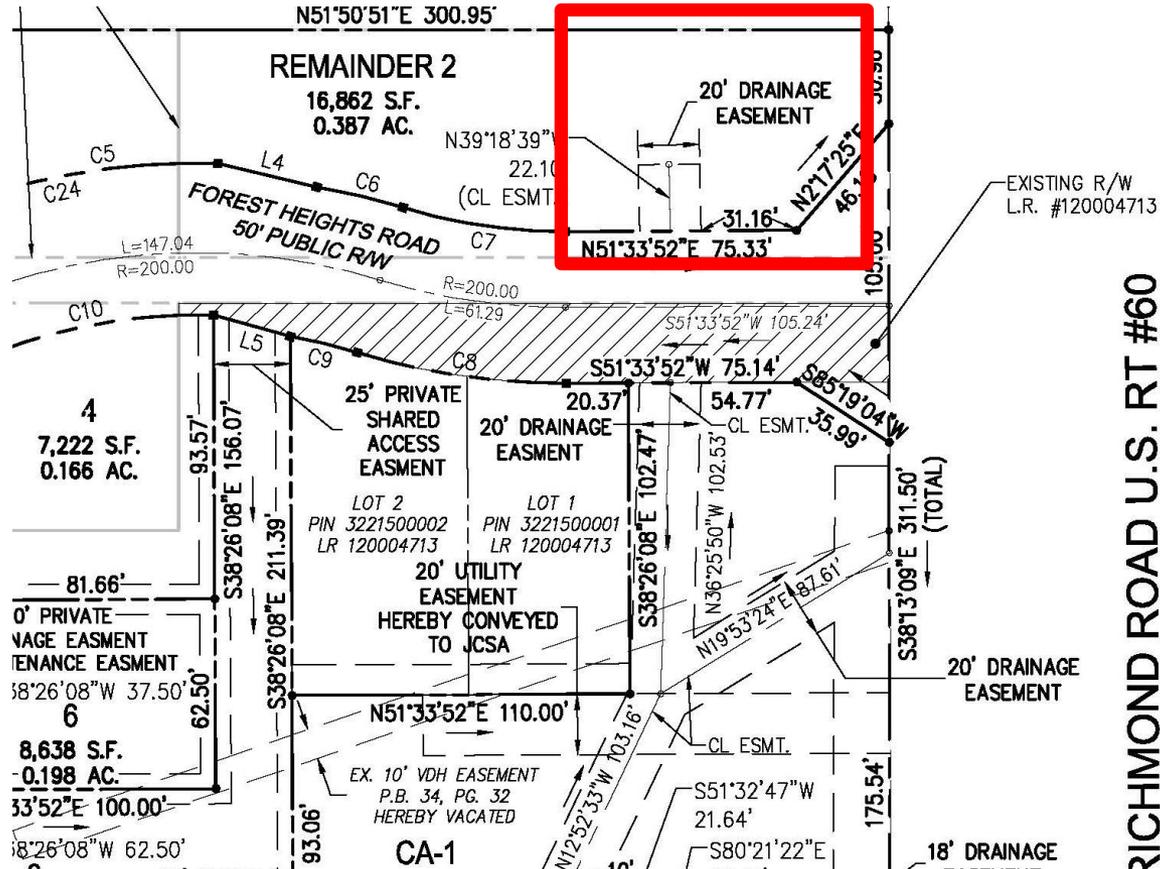
Date: 05-15-14

Sheet Number: 2 of 2

Plats



Plats

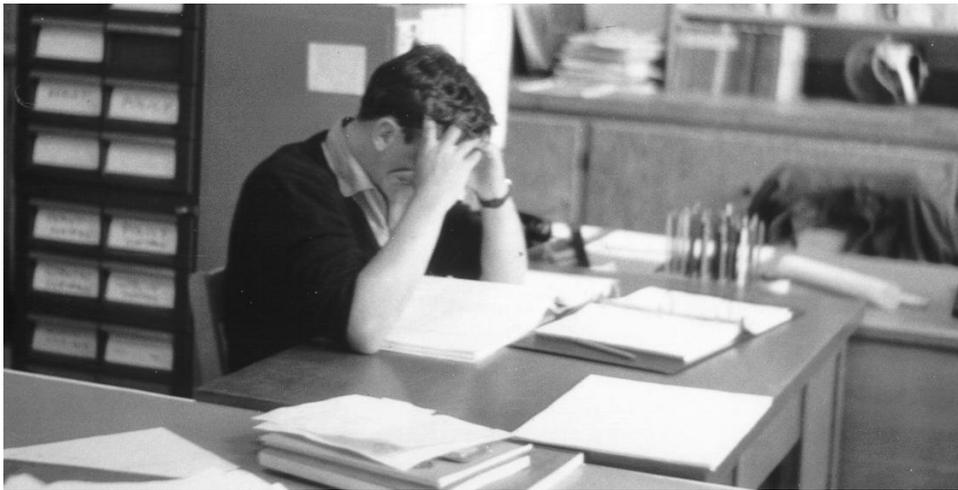


**RICHMOND ROAD U.S. RT #60
(EAST BOUND LANE) (160' VDOT R/W)**

URA Steps

CDBG Manual - Chapter 7

HUD Handbook 1378 – Chapter 5



URA Steps

1. Identify the property to be acquired
2. Preliminary Acquisition Notice - *“When A Public Agency Acquires Your Property”* - **RRR**
3. Title Search
4. Invitation to Accompany Appraiser-**RRR**
5. Obtain Appraisal Report and Review Appraisal
6. Establish Just Compensation
7. Written Offer to Purchase - **RRR**
8. Negotiate Purchase
9. Execute Contract
10. Close on Purchase and Record Deed

URA Steps

ACQUISITION CHECKLIST

RELOCATION REQUIRED: YES NO

Property Address: _____

Property Owner: _____

Contact: _____

Mailing Address: _____ Phone No. _____

PIN: _____

Action	Date of Action	Proof of Mailing in File
Preliminary Title Opinion	___/___/___	
Notice of Interest & HUD Booklet	___/___/___	_____
Invitation to Accompany Appraiser	___/___/___	_____
Appraisal Report	___/___/___	\$ _____
Review of Appraisal	___/___/___	\$ _____
Just Compensation Executed	___/___/___	\$ _____

URA Steps

August 10, 2014

James City County, Virginia

Parcel ID 3220100083
Tax Account 4304
RPC# 914
Property Address: 101 FOREST HEIGHTS RD
WMSBURG, VA 231881706
Subdivision: Map 32-2 Acreage Parcels
Owner's Name: JAMES CITY COUNTY
Mailing Address: P O BOX 8784
WILLIAMSBURG, VA 231878784

General Information

Zoning:	MU Mixed Use	VA Senate District:	1
Property Class:	604, Exempt - Local Govt	VA House District:	96
Legal Acreage:	.4	Election District:	Powhatan
Legal Description:	PT TAPLERS LOT D-1	Voting Precinct:	Powhatan D
Primary Service Area:	Yes	Polling Place:	Warhill High School
		Census:	803.01



URA Steps

ACQUISITION ACTIVITIES TRACKING

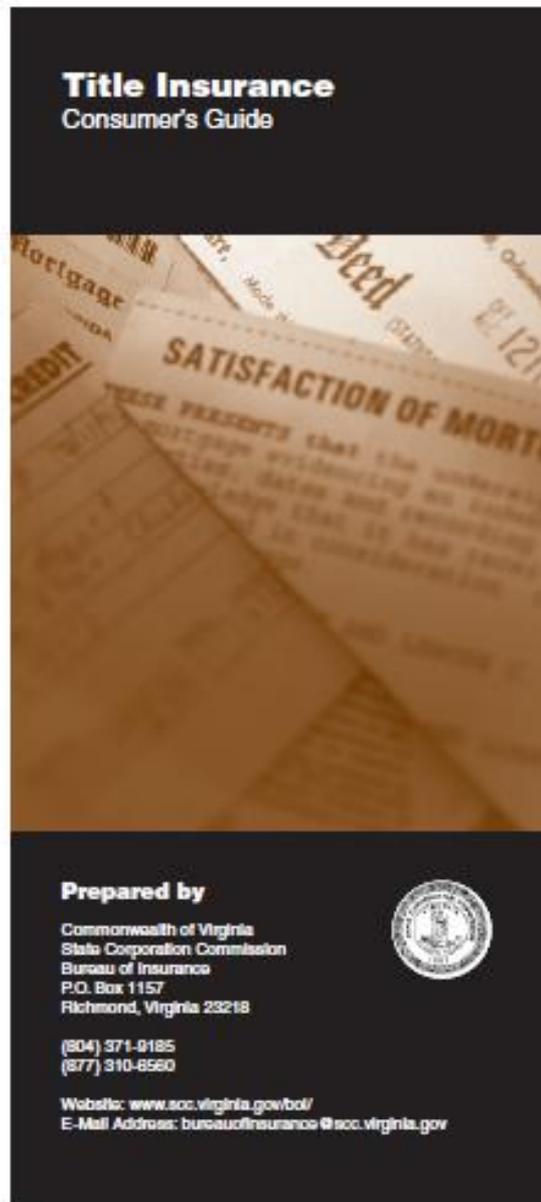
Insert Grantee's Name and CIG #

Insert Project's Name

Appl Map #	Property Owner Name	Property Address	Identify Acquisition Type: Fee Simple, R-O-W, Easement or Construction Easement	Parcel # & Size	Notice of Acq. & Brochure Sent - RRR Appx 32A & Appx 32B	Title & Loc. Verified	Date Alert sent to Attorney	Invite to Accompany sent - Appx. 33	Appraisal delivery date	Appraisal FMV \$	Appraisal Review Date Appx. 34	Appraisal Review FMV \$	DATE; Initiation of Negotiations	Just Comp \$ Appx. 35 and Letter sent date & Appx 36	Purchase Closing - Appx. 37	DD #	Notes

Title

Who's the owner?



Common Title Issues

Intestate Succession – Multiple Heirs

Unknown Heirs

Life Estates

Minors

Clouds on Title

Intestate Succession

Code of Virginia

§64.2-200 Course of Descents

Appraisals

Determine Fair Market Value

May be waived by DHCD and owner if
property is less than \$10,000

Appraisals



RESTRICTED USE APPRAISAL REPORT

File No.: 33154-2443

Property Address: **Carlyle Ave** City: **Surfside** State: **FL** Zip Code: **33154-2443**
 County: **Miami-Dade** Legal Description: **Altos Del Mar No 5 Pk 8-92 Lot B1k**
 Assessor's Parcel #: **14-2235-006**
 Tax Year: **2012** Special Assessments: **0** Renewal (if applicable): **0**
 Current Owner of Record: **Owner** Occupant: Owner Tenant Vacant Manufactured Housing
 Property Type: SFR 2-4 Family Town House # of Units: **1** Ownership Restrictions: None PFD Condo COO
 Market Area Name: **Surfside** Map Reference: **33124** Census Tract: **0038.04** Flood Hazard

The purpose of this appraisal is to develop an opinion of: Market Value (as defined), or other type of value (describe)
 This report reflects the following value (if not Current, see comments): Current (the Inspection Date is the Effective Date) Retrospective Prospective
 Approaches developed for this appraisal: Sales Comparison Approach Cost Approach Income Approach Other:
 Property Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe)
 Intended Use: **Client's personal use, not to be used in a finance transaction.**
 Under USPAP Standards Rule 2-2(g), this is a Restricted Use Appraisal Report, and is intended only for the sole use of the named client. There are no other intended users. The client must clearly understand that the appraiser's opinions and conclusions may not be understood properly without additional information in the appraiser's work file.
 Client: **17027 W. Dixie Hwy, Suite 120, NMB, FL 33160**
 Appraiser: **17027 W. Dixie Hwy, Suite 120, NMB, FL 33160**

Appraisals

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	Carlyle Ave Surfside, FL 33154-2443	Carlyle Ave Surfside, FL 33154	Carlyle Ave Surfside, FL 33154	Emerson Ave Surfside, FL 33154
Proximity to Subject	0.41 miles S	0.28 miles N	0.50 miles S	
Sale Price	\$ N/A	\$ 450,000	\$ 428,000	\$ 490,000
Sale Price/GA	\$ N/A	\$ 259.52 /Sq.Ft.	\$ 290.37 /Sq.Ft.	\$ 296.25 /Sq.Ft.
Date Source(s)	Tax Records	Tax Records	Tax Records	Tax Records
Verification Source(s)	Inspection	MLS	MLS	MLS
SALES ADJUSTMENTS		DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales of Housing		Cash	Conventional	Cash
Commissions		None Reported	None Reported	None Reported
Date of Sale/Time	N/A	Closed 8/15/2012	Closed 7/25/2012	Closed 6/13/2012
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Interior Lot	Interior Lot	Interior Lot	Interior Lot
Site	5,600 SqFt	5,600 SqFt	5,600 SqFt	5,600 SqFt
View	Residential	Residential	Residential	Residential
Design (Style)	Ranch	Ranch	0 Ranch	0 Ranch
Quality of Construction	Average	Average	Average	Average
Age	72 Years	71 Years	0/66 Years	0/62 Years
Condition	Good	Good	Good	Good
Above Grade				
Below Grade				
Open Living Area	1,796 sq.ft.	1,734 sq.ft.	1,474 sq.ft.	1,654 sq.ft.
Government & Financial	None	None	None	None
Fluores Below Grade	None	None	None	None
Functionality	Average	Average	Average	Average
Heating/Cooling	Central	Central	Central	Central
Energy Efficient Items	Average	Average	Average	Average
Garage/Carport	Open Parking	1 Car Garage	-5,000 Open Parking	1 Car Garage
Porch/Patio/Deck	Porch/Patio	Porch/Patio	Porch/Patio	Porch/Patio
Below Ground Pool	Yes	None	+35,000 None	+35,000 Yes
Net Adjustment (Total)		\$ 40,000	\$ 67,100	\$ 9,100
Adjusted Sale Price of Comparables		\$ 490,000	\$ 495,100	\$ 499,100

Summary of Sales Comparison Approach: **The sales utilized in this report are the most recently closed comparable sales from the subject's immediate market area and have all closed within the past three months. The condition and upgrades for all sales were confirmed by interior and/or exterior photos provided by their MLS listings. All sales did warrant adjustments for differences with the subject. When arriving at the subject's estimated value a weighted average was given to all sales in this report.**

Review Appraisal



Just Compensation



Written Offer

Written Offer - **RRR**

Statement of just compensation

Draft agreement

See CDBG Manual Appendix 37

Offer – Eminent Domain

Effort to purchase required VA Code § 25.1-204

Certify public use complies with VA Code §1-219.1

Appraisal report

Title report

Purchase Agreement

Option Agreement

Pro – buyer not locked in until exercise option

Con – must attend to date option expires

Contract

Pro – locks in seller and buyer

Con – if project fails still have a contractual agreement to purchase

Negotiation

Failure is not an option

Be certain of citizen buy-in

Be patient

Explain fully

Walk property with owner

Do not go to the appraisal inspection

Negotiations

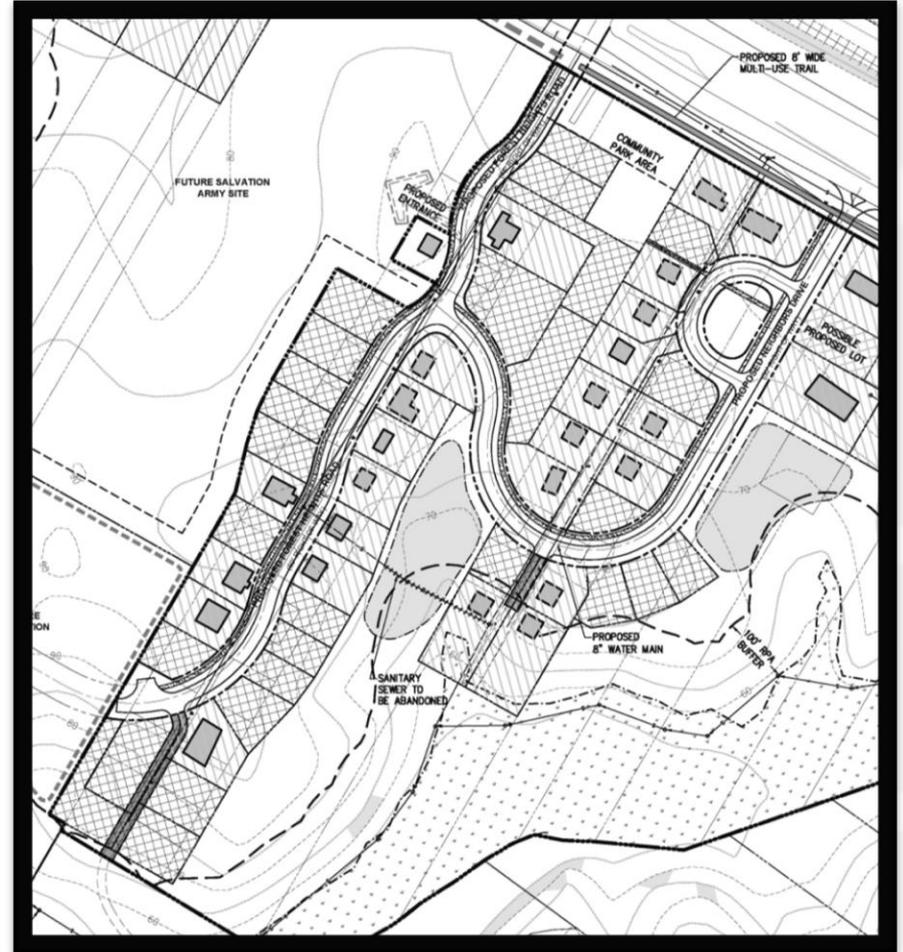
When Negotiation Fails

Condemnation

Redesign



Redesign



READ THE MANUAL

DHCD Rep is there to help

but first

read the manual!



Office of Housing and
Community Development
5320 Palmer Lane #1A
Williamsburg, VA 23188

Marion Paine - Assistant Administrator

marion.paine@jamescitycountyva.gov

Phone (757) 259-5347