

Buckingham County Board of Supervisors



**August 11, 2025
6:00 p.m.**



AGENDA
BUCKINGHAM COUNTY BOARD OF SUPERVISORS
August 11, 2025
6:00 p.m. Regular Meeting
PETER FRANCISCO AUDITORIUM
COUNTY ADMINISTRATION COMPLEX
www.buckinghamcountyvva.org

This meeting is open to the General Public and can also be viewed from the following link:
<https://youtube.com/live/vtOIfxPIcTs?feature=share>

- A. Call to Order by Chairman Chambers**
- B. Establishment of a Quorum**
- C. Invocation and Pledge of Allegiance**
- D. Approval of Agenda***
- E. Approval of Minutes***
- F. Approval of Claims***
- G. Announcements**
- H. Presentations:**
 - 1. Recognition of Buckingham County Middle School Forestry Team
 - 2. Shannon Lewis, Forest Manager, Virginia Department of Forestry: Re: Update and presentation of Tax payment
 - 3. Kristen Choate, Robinson, Farmer, Cox: 2024 Audit
- I. Public Comments** (any subject other than the scheduled public hearings and everyone gets 3 minutes and you must sign up prior to meeting to speak. Sign up time is between 5:30 p.m. and 5:55 p.m.)
- J. VDOT Road Matters: Scott Frederick, Division Resident Engineer**
 - 1. Road Matters
- K. Public Hearing:**
 - 1. **Case 25-SUP353** Donald Applegate; Tax Map 138 Parcel 39 containing approximately 2 acres located at 17534 E. James Anderson Hwy, Dillwyn, Curdsville Magisterial. Zoned A-1. District: Request to obtain a Special Use Permit to operate a commercial garage and auto repair shop*
 - 2. **Case 25-SUP356** Mary & Charles Houchens; Tax Map 173 Parcel 43 containing approximately 3 acres located at 515 Cattail Creek Road, Dillwyn, Va; District 2; currently zoned A-1 Agricultural; request to obtain a Special Use Permit to Operate a Commercial Garage and Auto Repair Shop*
 - 3. **Case 25-SUP358** Stacey Maslyn; Tax Map 190 Parcel 32; 29.5 acres located at 2612 Plank Road, Dillwyn, Magisterial District 2; Currently Zoned A-1; Request to Obtain a Special Use Permit for the purpose of operating a Bed and Breakfast/Short Term Rental including but not limited to Airbnb, VRBO, Etc.*

L. Zoning Matters, Nicci Edmondston, Zoning Administrator/Planner

1. Update on **Case 25-SUP357 Phillip Sandridge and David Wimer***
2. **Introduction** Case 25-ZMA359 Anderson Home Construction, Tax Map 82 Parcel 1 Lot 0C containing approximately 20.14 acres, located at 2223 Ridge Road, Arvon, Va 23004; District 7; Zoned A1; Request to obtain a Zoning Map Amendment from A-1 Agricultural to R-2 Residential District for the development of a nine lot major subdivision*

M. Department/Agency Reports and Items of Consideration

1. **Treasurer:** Consider refund in the amount of \$3,175.28 to Andrew J. and Cinda D. Schmitt for abatements for an exemption applied to real estate tax for 2023, 2024 and 2025*
2. **E911:** Consider appropriating Next Gen 911 Grant of \$150,000 to make upgrades to our E911 System*
3. **Town of Dillwyn:** Consider request of Town of Dillwyn for Building Official to inspect buildings and property and make a determination that the property is derelict*
4. **Transient Occupancy Tax Ordinance:** Consider adopting an Emergency update to the Transient Occupancy Tax Ordinance and schedule a public hearing for September 8, 2025 to consider a permanent adoption*
5. **Fireman's Association:** Consider donation to the Fireman's Association of \$5,000*
6. **Administration:** Consider allowing County along with Davenport to apply for VRA Fall Bond Pool Program*

N. Appointments to Committees, Boards and Agencies

1. **Economic Development Committee:** Consider more appointments to the new Economic Development Committee (*District 6 needs 2; District 7 needs 1*)*

O. County Attorney Matters

1. Consider a bond issue with VRA and McGuire Woods, LLP doing the legal bond work waiver of conflict*

P. County Administrator Report

1. Possible Farm Equipment Exemption Ordinance*

Q. Other Board Matters

R. Informational Items

1. July 2025 Building Permit Report*
2. CRC Items of Interest*

S. Executive Closed Session

No Executive Closed Session items at this time.

T. Adjournment

School Board Meeting Schedule
July 2025-June 2026

<u>Supervisor:</u>	<u>Date:</u>	<u>Time:</u>	<u>Location:</u>
Davis	Wed., July 9, 2025	5:00 p.m.	Cafeteria-Middle School
Allen	Wed. Aug. 13, 2025	5:00 p.m.	Cafeteria-Middle School
Chambers	Wed. Sept. 10, 2025	5:00 p.m.	Cafeteria-Middle School
Bryant	Wed. Oct. 8, 2025	5:00 p.m.	Cafeteria-Middle School
Garrett	Wed. Nov. 12, 2025	5:00 p.m.	Cafeteria-Middle School
Palmore	Wed. Dec. 10, 2025	5:00 p.m.	Cafeteria-Middle School
Gilliam	Wed. Jan. 14, 2026	5:00 p.m.	Cafeteria-Middle School
Davis	Wed. Feb. 11, 2026	5:00 p.m.	Cafeteria-Middle School
Allen	Wed. Mar 11, 2026	5:00 p.m.	Cafeteria-Middle School
Chambers	Wed. April 15, 2026	5:00 p.m.	Cafeteria-Middle School
Bryant	Wed. May 12, 2026	5:00 p.m.	Cafeteria-Middle School
Garrett	Wed. June 10, 2026	5:00 p.m.	Cafeteria-Middle School
Palmore	Wed. June 24, 2026	5:00 p.m.	Cafeteria-Middle School

**Buckingham County
Board of Supervisors
Monthly Meeting
July 14, 2025**

At a regularly scheduled meeting of the Buckingham County Board of Supervisors held on Monday, July 14, 2025 in the Peter Francisco Auditorium of the Buckingham County Administration Complex, the following members were present: Joe N. Chambers, Jr., Chairman; Danny R. Allen, Vice Chairman; Dennis H. Davis, Jr.; L. Cameron Gilliam; Michael E. Palmore; Paul W. Garrett; and Harry W. Bryant, Jr. Also present were Karl R. Carter, County Administrator; Jamie Shumaker, IT Manager and E.M. Wright, Jr., County Attorney. Cheryl T. “Nicci” Edmondston, Zoning Administrator was absent.

Re: Call to Order

Chairman Chambers called the July 14, 2025 meeting of the Buckingham County Board of Supervisors to order.

Re: Establishment of a Quorum

Chairman Chambers certified there was a quorum, seven of seven members present and the meeting could continue.

Re: Invocation and Pledge of Allegiance

Supervisor Garrett gave the invocation and the Pledge of Allegiance was said by all who were in attendance.

Re: Approval of Agenda

Supervisor Davis moved, Supervisor Garrett seconded and was unanimously carried by the Board to approve the agenda and addendum as presented.

Re: Approval of Minutes

Supervisor Bryant moved, Supervisor Palmore seconded and was unanimously carried by the Board to approve the minutes of the June 9, 2025 meeting as presented.

Re: Approval of Claims

Supervisor Gilliam moved, Supervisor Palmore seconded and was unanimously carried by the Board to approve the claims as presented.

Re: Announcements

There were no announcements.

Re: Presentations

The presentation scheduled was postponed until August meeting.

Re: Public Comments

Chambers: Moving down to public comments.

Lann: We have four signed up tonight. First is Chad Oba, District 6 and Marie Flowers will be next.

Chad Oba, District 6: Good evening. District 6, Chad Oba. I'm here tonight to express some pretty serious concerns about the River Stone Solar Project and how this developer has repeatedly broken promises not just to its neighbors, but to state environmental agencies as well. Many of these transgressions were recently brought to my attention. When this project was under review, the developer told the Department of Wildlife Resources and the Department of Environmental Quality that there would be no stream crossings, none. They also committed to a minimum 50-foot buffer from all streams, the creek and wetlands. These commitments were made after DWR raised significant concerns about environmental impacts from the original plans that included stream crossings. These earlier plans were supposedly scrapped in response. Now those same crossings are being brought back. One is already being pursued, and another can be seen on current planning documents. That is not an accident. It's a calculated reversal. An effort to get those crossings through the back door now that the public and regulators have turned their attention elsewhere. Meanwhile, trees have already been cleared within the very buffers they promised to protect. Worse still, even the plans that were officially approved, the ones currently in use, don't actually respect the 50 foot buffers the developer promised. Those buffers weren't just a suggestion, and a prohibited access road is being used for construction traffic. These are clear violations. The developer said one thing to get approval and is doing another when they think no one is watching. This is a pattern of behavior that shows disregard for environmental protections and for the commitments made to the state, this community and you as our representatives. It's not just disappointing, it's unacceptable. We urge this Board to investigate and enforce these violations immediately. The integrity of the county's permitting process is being clearly challenged. Citizens and landowners who are impacted need to know you will follow through, and the developer should be held accountable to the promises they made. Do not send a message that a developer can ignore their commitments. Any building permit application should be tabled until all the project plans have been corrected, conditions enforced and Apex is held accountable. Thank you.

Lann: Marie Flowers, District 3, and Kenda Hanuman will be next.

Marie Flowers, District 3: Marie Flowers, District 3. Hi. I went to that meeting, that Apex meeting, in Arvon, and I was disappointed that there were no supervisors there.

Davis: I was there, Mrs. Flowers.

Flowers: Okay, all right, you're forgiven. But I did send two of you emails about it. I'm pretty sure I did, because I tried to alert you, a couple of you, if there is something that I think you should know. Let's see. The meeting was at 5:00. It could have been later for people who work. It might have been set for the employees of the company, but I think it should have been for the people who are most affected. Let's see, okay, who's gonna who's gonna inform enforce these regulations? I was going to say a couple of things that Mrs. Oba said about the road being used that shouldn't be used. Who's going to inspect? Who's going to enforce? And, you know, I wanted to mention about the trees being removed, and somebody told me there's another solar facility up on 60 and that has had several violations. And my feeling is, if the companies don't do the right thing, they should be shut down. We need to protect our area. They're out for money. We have our families here. We live here. We need to care. Let's see. And another thing is, do we, do these solar facilities have to be so big, and are you as a group, who are responsible for a lot of things, are you getting enough information? Are you getting many different points of view, so that when you make decisions and look at this, can you do it sensibly? And any one of you want to go out there and take a look at it with an inspector to see what they're doing? Thank you.

Chambers: Thank you, ma'am.

Lann: Kenda Hanuman, District 5, and Brad Pickens will be next.

Kenda Hanuman, District 5: Kenda Hanuman, Supervisor Bryant's District 5. Guess what I'm gonna talk about. Apex. I bet you could have guessed that. I think you're gonna hear it a lot. But at any rate, I submitted a letter to the editor the Farmville Herald that ran July 3. In case you missed it. I'm not gonna go over those items, because you can look at that on your own. I would love to have seen you there listening to the public talking. Was interesting to hear from Jimmy Merrick, and he got an earful from a man who was there representing the data centers. He went on for some time, but Pete Kapuscinski did attend. He was the only one that usually sits up there on the dais, but he was there as a citizen, not as his position. So I just hope you're going to think about a few of the questions that I asked Apex. I asked about the lifespan of the panels and then the disposal, because they're always talking about 40 years. The usual lifespan of those panels is 25. I don't know why they continually say 40. It would be interesting to find out why. It certainly makes the money sound more appealing when they're paying by the year. And for disposal, there's still a real concern when there's hundreds of 1000s of panels, are those going to the landfill? What's going to happen? I know they'd love to be able to recycle, but that's not happening at this point. And then they always talk about the number of houses that will be covered with the amount of electricity that these panels are creating. But who really receives that benefit? That's not for us locally. That's not any citizens that are going to get money for this or save on their electric bill. Those bills are going up. Gary Ward, the CEO of, or Gary Wood, I mean, the CEO of CVEC has said that the cost of our power is going to go up radically, and they're making these for the data centers. I'm just wondering, are we really willing to sacrifice

our farms and our forests for data centers? Nobody can answer that for me. I'd love to hear it sometime. Thank you.

Chambers: Thank you.

Lann: Brad Pickens, District 6.

Brad Pickens, District 6: Chairman Chambers. Brad Pickens, District 6. I don't have to say anything, because Chad, Marie and Hanuman kind of covered it. This is my monthly bitch and ditch. Obviously I have to get into work right after this, so I apologize I can't stay. They are in violation of a lot of the tenants that they said they were going to cover. If you just look at the current plan, they have cut and fill and construction within the 50-foot boundary between private property and the projected project. The lay down area that did not go up for public comment, that was added later, I think, was probably something that should have been discussed. I'm sure Ann Marshall would like to have known that it was going to be right across the road from her. It is visible from the road. But more importantly, their runoff area is inside the environmental buffer for that zone. So they've violated the environmental buffer there. We did talk about the stream crossing. So in Merrick's letter to the DEQ, he stated specifically, there will be no stream crossings. And then they were approved. And now there's two stream crossings on their plan, and they're cutting to make that happen. So again, the ladies covered this very well in front of me. So I'm just going over notes to make sure I don't have there. When things are brought up to Apex, the answer is, "I'll get back to you." And for three years I've been waiting for I'll get back to you about zinc oxide from the galvanize on 30,000 pilings in acid soil. Haven't heard a word back? I'll get back to you on why you're cut and fill all the way to my property boundary when I'm supposed to have 50-foot visual boundary. I'll get back to you, why isn't my house plotted properly on your maps, when you've done aerial surveys. You know where stuff's at. Not you, Apex. So I'll get back to you is the answer. They never get back to us. So again, I'm with the ladies, if their building permit is up for review, I say that gets held in advance until these things can be resolved. And if you have any questions on the specifics, I'm happy to share them. I'm happy to show you where on their plans these violations are happening. Thank you.

Chambers: Thank you.

Lann: That's all that signed up.

Re: VDOT Road Matters, Scott Frederick, Resident Engineer

Chambers: Going down to VDOT.

Scott Frederick: Evening, Chairman, Board, County Administrator. Thank you for having me tonight. Following up from a few things that came up at last month's meeting. Mr. Davis, you've mentioned some tree limbs. I think you said at Bryant's store there at Cartersville Road and CJ Woodson, you said...

Davis: You took care of that for me.

Frederick: Got that done. Good. Thank you.

And then I still need to submit the speed study that you brought up last month on Holland. It's Holland Road and a dead end off 15 south, so I'll get that done, Mr. Palmore, but thank you for letting me double check on the route there.

And then last month it was brought up about the lines where we've done patching work. So when we get done patching, we submit a request to the district line marking crew, and then when they're in the area, they put the lines back down. And then other roads that contractors are working on, like Howardsville Road, when the contractor gets done his work, they put those lines back down. So it's kind of a mix, but I guess the important thing is that the lines do get put back down, so we'll get that done if it hasn't been done already.

I think we still have some more work to do on Thomas Road, Mr. Allen, you brought that up. When I took a closer look at it, between last month's meeting and this meeting that there's actually a driveway that cuts up the hill. Looks like a lot of water comes down that driveway and washes out that one area that you mentioned. We do need to try to fix that ditch, to make it where it can handle that water better.

And then we did take care of I think at the end of the meeting, Mr. Davis, you brought up the water that comes off the railroad crossing there at Rocky Mountain Church Road. We took care of a similar issue at Buffalo Road, but we haven't got the one knocked out yet at Rocky Mountain Church Road, but it's on our to do list.

And then, since last month, something that's never happened before in my career, a tree was struck by lightning up in Glenmore, and it actually heaved, the lightning went down into the roots and it actually heaved the road up. I think that happened on July 1, or maybe July 2. But right after that, we had to cut the road out there and fix it. I think we had it paved back in about, by about the last seventh but just wanted to update the Board on that in case you guys were asked about how that happened.

We're currently working on tree limb removal and brush cutting on Little Creek Road, and then I think that's all that I have. We're currently still cutting grass in the county. We got our primary routes knocked out. We're currently about a third of the way done with our secondaries. We're doing a contract mowing on those, so they started over in the Shepherds area, kind of down there at the Prince Edward line. They're kind of working their way clockwise around the county, but I think within about two weeks we'll have them all knocked out. So if anybody's asking you when we're going to mow, tell them we're working on it, and we'll be done in about two weeks. But I can take any comments, concerns or questions.

Davis: I just, you answered my question I had for you. The grass is getting so tall, that Johnson grass down on our secondary road. Sometimes you can't see the pull out in the road. You gotta almost pull out into the other road to see down the road. You said you'll have them done within a couple weeks. I got an answer for some of my people.

Chambers: At the light at Sprouse's Corner, I had two people, about the grass, if you come up 60 headed west. when you stop at the light, look towards 15 towards Farmville, they said they can't see. It's grass. It's grass and you know, limbs. I looked at it today and it does need to be cut back some.

Frederick: Gotcha. Well, I'll take a look at that.

Chambers: Appreciate it. Thank you.

Frederick: Good thing about that intersection is signalized. That's all for me? Thank you Board.

Bryant: I've got one. What's the schedule on servicing Firehouse Road?

Frederick: Firehouse Road? So our rural rustic work, we're just about to get started, if they haven't already, but Firehouse is first on the list.

Bryant: All right. Thank you, sir.

Frederick: Probably as soon as we get done mowing, you'll see more activity out there. Thanks you, sir.

Re: Public Hearing: Case 25-SUP357 Phillip Sandridge and David Wimer

Chambers: Moving down to K. Public Hearing.

Carter: Yes, sir, Mr. Chairman, I'll take it for Mrs. Edmondston. Tonight's public hearing is SUP357, the applicants are Phillip Sandridge and David Wimer from 463 Roseland Road, Roseland, Virginia, 22967. Tonight's property information is on Tax Map. 22, Parcel 1 Lot 30 containing approximately 4.2 acres on Hathcock Lane, Howardsville, Virginia. District 5 and is currently zoned A-1, Agricultural District, and the request tonight for this public hearing is to obtain a special use permit to operate a campground. The property is located on Tax Map 22, Parcel 1 Lot 30, once again, Hathcock Lane, Howardsville, Virginia, which is in the James River District. The landowners and applicants are Philip Sandridge and David Wimer. The property is zoned Agricultural, A-1. The zoning ordinance does not permit a campground as a by right permitted use. However, within A-1 Agriculture Zoning District, a campground may be permitted by the Buckingham County Board of Supervisors by a special use permit following a recommendation of the Planning Commission in accordance with this ordinance and the Code of Virginia. The Planning Commission may recommend. The Board may impose conditions to ensure the protection of the district if the special use permit is approved. The conditions are attached in your packet. There are no additional notes from the zoning administrator. There are 14 conditions in your packet, once again, that are with this SUP. That's all I have, Mr. Chairman, if you want to open the public hearing.

Below are conditions that you may consider attaching to the request if approved:

1. That all federal, state and local regulations, ordinances and laws be strictly adhered to.
2. Right of ways and roadway shoulders shall not be used for parking.
3. The property shall be kept neat and orderly.
4. That the applicant pursues a commercial solid waste container and follow the County Solid Waste Ordinance.
5. There shall be no more than 10 parked vehicles and/or machinery/equipment outside of the main structure at any time.
6. A 6' board privacy fence to be installed should there be any removal of natural vegetation on the property, TM 138-39.
7. If any development or building/construction occurs on TM 137-100 within 50' of the property lines of TM 138-39, the owner of TM 138-39 will install a 6' board privacy fence.
8. A holding tank shall be installed adequate to hold any fluids with a catch basin.
9. That all documentation submitted by the applicant in support of this special use permit request becomes a part of the conditions except that any such documentation that may be inconsistent with these enumerated conditions shall be superseded by these conditions.
10. Nothing in this approval shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.
11. The County Zoning Administrator and one other County staff member, as appointed by the County Administrator, shall be allowed to enter the property, with proper notice, if a complaint is registered against the property for noncompliance with this permit. Any complaints not solely related to this permit will be given to the appropriate department or agency.
12. In the event that any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable
13. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the special use permit, if it be the wishes of the Board of Supervisors.
14. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.

Chambers: Any Board member have a question for Mr. Carter? We open the public hearing at this time.

Lann: We have eight people signed up. The first one is Marianne Wilburn and Joe Phillips will be next.

Marianne Wilburn: I'm Marianne Wilburn, I live at 604 Hathcock Lane, which is one property over from David and Phil and I've been an owner there since 2006 and I feel that they should be able to have their three RVs there for their family to come and enjoy the river on weekends. It's not a commercial campground. It seems like some verbiage or language could be changed in the permitting that would allow them to have this, because it's not a commercial campground. And

as they pointed out, you can't have a commercial campground on a private road. Makes no sense. And as far as everyone complaining about them taking down trees, and they're whining about it, if it were any of their business, they would know that they were, this was litigated. They were fined for this. They paid the fine, and that's the end of the story. So are they supposed to be punished for all eternity for the crime of cutting down some trees on their property? No. And as far as causing flooding on Betty Pugh's property, that's not true. Couldn't have happened, and you need to fact check everything she says, because she's notorious for lying, and she's a nuisance. She blocks the road from other property owners. She tried to have Buddy Manchester and Mr. Bruns arrested for trespassing, for trying to get to their property. She blocks the road. She fires off fake sirens at night. She's the nuisance, not them. Their property is so tidy. Her property looks like it's from a set of Sanford and Son. Truly. It's like a shanty town. There's this clean, tidy, he maintains it. It's beautiful, and you can't even see them down there. There's so much tree coverage you don't even know they're there. They're quiet as mice. They're perfect neighbors. If I had to, if you could pick a neighbor, it would be them, not her, and she's pulled guns on multiple people. It's a nuisance. And as far as sanitation goes, it should be fair across the Board, because there's another property down the road, and their system is built in a bog. It's a swamp, so that has to be not safe. And then another property has an outhouse, or did, and there are other Dons Johns down there, and as far as I know, they have a system in the works to handle this. So it needs to be fair across the Board. But they are good neighbors, quiet, reliable, trustworthy. They should be allowed to have a permit to have three RVs at their property. It's not a commercial campground. That's ridiculous, and they know that. Thank you.

Lann: Joe Phillips and Betty Pugh will be next.

Joe Phillips: Good evening. My name is Joe Phillips. My wife Diane, and I live at 268 Hathcock Lane. We strongly oppose this application. We've written to you previously to detail our objections, but I'll restate some of those in the time I have tonight. First, the special use permit does not prohibit commercial use and sets a dangerous precedent for future use. This permit has been presented by the applicants as family camping, but the SUP itself is not a permit for family camping, but a permit to operate a campground, and there's no condition attached to this SUP that prohibits commercial use, so the applicants or future owners could at any time, change this from a so called family campground to a commercial operation. Worse, passage would create a precedent for future development of commercial campgrounds along Hathcock Lane. There are still six undeveloped lots on the road, and passage of this SUP would offer an easy path for absentee owners to develop commercial use along Hathcock Lane. This is an unintended but very real consequence, and it would have terrible impact on our neighborhood. Beyond that, however, this development is simply inappropriate on the floodplain. The units are clearly intended to be permanent. They have not been significantly moved in the year since they were placed. They're connected to power. One has a permanent roof erected over it, so if this is passed, they'll be hard piped to septic and presumably to water. At that point, they will be permanent dwelling units with wheels, more like a mobile home park or RV park than a campground. Nothing wrong with mobile homes or RVs, but there is something wrong with mobile homes and RVs on the floodplain, and I think the national news makes that abundantly clear. The issue of sewage is particularly important. Since the RVs are intended to remain in place, there's no way to connect to a septic system that doesn't involve piping sewage in the

floodplain. When this area floods, which it will, how is the piping maintained so that sewage is not released into the river? So far this year, we've had one high water event. What happens when we get a major flood and these units can't be moved. Now I went to the Buckingham County Zoning Ordinance, and in Article One, the purpose and title it states, in part, "Development is to be so located as to protect the watershed, protect surface and groundwater supplies, discourage development in floodplains." This development shouldn't be permitted. Denial does not prevent applicants from enjoying the river with their family. They have more than 20 acres of property above the flood plain which can be developed in accordance with the A-1 requirements. Those of us on Hathcock who have complied with these requirements are relying on this Board to enforce the clear intent of the zoning ordinance and to protect our neighborhood and the river by denying this application. Thank you.

Lann: Betty Pugh and Sage Robertson will be next.

Betty Pugh: Betty Hathcock Pugh, 710, Hathcock Lane, 60 years' worth. What we're asking is that you not let them contaminate the ground or the river any more than they already have. One of the residents who already spoke got an illness from the river. Had to go the doctor because it was contaminated. So what we're asking is that you consider the fact that this is a neighborhood, not an amusement park. You know, this is not Kings Dominion. It's just a neighborhood, and we would just really like to keep it clean and nice like that. They've already violated so many things, besides contaminating soil and the river. They have more than three campers down there. They have four. And they, on occasion, have other people bring in their big old campers. So what we're asking is simply tell them no, because this is not appropriate in that location. Thank you.

Lann: Sage Robertson and Scott Anderson will be next.

Sage Robertson: Good evening fellows. I'm Sage Robertson. I live on 122 Hathcock Lane. I've been living there for nearly or close to 29 years. And my neighbor, Joe, he's covered it quite nicely. That's been mostly my most important sentiment was, was a precedent this could set if this is approved. And, you know, I certainly oppose a special application for campground, and that's what the application was for, and, so I'm not going to repeat what Joe said, but I think it's important, once again, just to have a little bit extra time now that this could set a precedent. You know, there's a lot of vacant lots down there. I've been approached when I first moved here, somebody wanted to buy my land the day I moved in there. They want to put a boat ramp. And, you know, talk about special use, you know, they're gonna operate a canoeing and, you know, I'm all for playing in the river, but maybe there's a better place. And so I'm just gonna stick to something that hadn't been mentioned, and which is important to me. So what I'd like to mention is that myself and two other property owners down in there applied and took advantage of the James River Association for repairing and restoration project. They would fund it, and I had to sign up for it, and had to follow some guidelines, a three-year plan, and where they planted several 100 trees and shrubs. I, myself, since I've moved here, has probably planted 200 trees, and continue to plant stuff. So I appreciate the beauty, and would like to see the preservation of the river and what it what it can bring, not a campground. So with that said, I'd like to add one more thing. It's sort of been mentioned today that the Code of Virginia, 10.1-43 designates the

James River in Buckingham County as a state scenic river. In closing, I would hope this Board will protect this designation and oppose and preserve this application. Thanks.

Lann: Scott Anderson and Lyla Wood will be next.

Scott Anderson: Good evening. My name is Scott Anderson, and I own the parcel that's directly right next to the parcel that's applied for the special use permit. And my goal, outside of what everyone else had said, was just to envision your piece of land or your parents or children's and what this precedent, if it is, might not be right now, but when I first heard about this, I went to Nicci and said, Okay, this is zoned as a campground can it be sold as a campground and then operated as one? She said, Yes. And what that reality brings to our lives, you know, whether it's the traffic or the trash or just the sweet summer smell of a dumpster, it just challenges everything that we find and we value, you know, with that piece of land. So you, it's not personal, and all my interactions with Phillip and David have been very cordial, but it does threaten the peace and quiet of what Hathcock Lane represents. There has to be some way for Phillip and David to be able to enjoy the property and us not have a commercial campground that could be operated now or in the future. Thanks for hearing us.

Lann: Lyla Wood and David Wimer, we will be next.

Lyla Wood: Lyla Wood, 478 Hathcock Lane. I've been a resident and lived there for over 12 years. Again, this isn't, it's a terminology issue and a neighbor issue. People want to pick on certain ones because it bothers them. There are things going on down there, James River Association just had tents set up because they rented a place, but yet you can't have campgrounds or tents. But it was James River Association because they were lost and asked me at the mailboxes how to get in the field, down by the river to set up camp. That's not allowed. That these people are fussing about. Mind your acreage. Mind your acreage. They're not hurting anything. What they did mess up because no ignorance is no excuse of not knowing the law. They paid for it. It's been repaired. It's gone through EPA or whoever, for it to be fixed and fixed appropriately. They still want to have their campers and enjoy on the weekend. Who is the neighbor to tell them what they can or can't do? I'm deathly allergic to bees, I didn't tell my neighbor not to set up two hives. How far are you going to go? It's ridiculous.

Lann: David Wimer and Phil Sandridge will be next.

David Wimer: I'm David Wimer, of course you know who I am. This thing has really gotten blown out of proportion. On July the 16th, 2024, we did receive a letter from Buckingham County Health Department, and we were putting sewage into holes, basically like a Johnny house. And if you go up a James River, you will find more of them. We complied with what they said. We've even had engineers down there about putting in a septic system, which mean we would pump it up the hill and come back down to the drain field, like everybody else on the river has. We're not going to put any more money in it until we see if we can, you know, have this family campground. It's not really a campground. We didn't know how to approach this, so we actually hired Katie Lewis of Klew Consulting to fill out the application, which I have here. And the application is for private use family campground. The owners want to bring four RVs to the

private use on their property. The letter that they sent us exempts us from even having to do it. I mean, nobody in this county can tell you what a campground is. First we were told that you can't even set up a tent in Buckingham and sleep in it overnight. I don't think, I mean, somebody's gotta get together on this and figure out what this really means. We don't want a public campground. All this came from one neighbor. It's cost us a lot of money. We've had the line has been surveyed three times since 2021 over one neighbor, and that's what this comes from. We don't want to campground. All we want to do is go camping. As far as the sewage and what we're putting in the river. Sage talked about that. Sage also came to me and told me I should turn Betty in for her chicken coop on the river. He said it was unsanitary. So these neighbors have always been like this. And I don't know that this will ever end, but I do think that the people Buckingham need to get together and figure out what they are, you know, what are you going to call it? A campground? Or can you camp in Buckingham at all? So thank you for your time.

Chambers: Thank you, sir.

Lann: Phil Sandridge.

Phillip Sandridge: Thank you, may I approach? I'm going to try to get through this as quick as possible. I'm a slow reader, but I want to cover everything, if possible, for you. My name is Phil Sandridge and I'm a co-owner of the property on Hathcock Lane under consideration tonight. I want to thank you for the opportunity to speak and hear and explain respectfully and clearly why the special use permit application is unnecessary and, frankly, not legally required. This journey started when we had to go for a septic permit and the representative from the health department come and told us we need to engineer for our septic system and he told me we needed a family campground permit for three or more campers. Due to the question we had filling out, we also had, again, Katie Lewis from Klew Consultant to assist us on the application, because the application was very complex, and so she contacted County Administrator and told her that a permit was needed. Being ignorant of the Buckingham County and state codes we filled the permit out. Let me be direct. What I am doing on my property is not a campground, not by your own zoning ordinance and not under the state law. After being advised to research the state and county codes, we discovered the following, first, Buckingham County defines a campground as three or more campground campsites for occupancy by the general public. We're not offering any camping to the public. Second, Code 3511, is crystal clear, the property cannot, a property is not a campground, if the owner is camping privately and managing her own sanitation, which is exactly what we're doing. We are working with the Virginia Department of Health to do a septic system as we speak. And again, y'all had the Dillon Rule and the rules I just handed out. As you know, counties in Virginia operate under Dillon Rule. That means only that authority state explicitly gives you. If the state says private camping is exempt from being regulated by as a campground, which it does, you don't have the authority to require a special use permit for it, and it is not for local interpretation. What are we doing here? This isn't a campground. It isn't a commercial operation. This is a private citizen following the law, wanting to camp with the family and the owners.

Chambers: Times up.

Sandridge: I'm sorry. Can I finish one more thing? I'm asking the Board to vote no for a public campground tonight. Okay? That's it.

Chambers: That's all you got to say?

Sandridge: Yes, sir.

Chambers: Okay, thank you.

Lann: That's all that signed up.

Chambers: I'll close the public hearing at this time. What is the pleasure of the Board?

Allen: Well, I got one thing on here, this special use permit paperwork hadn't been filled out. Is it not supposed to be? Am I missing something?

Sandridge: We got the special use permit filled out.

Allen: On my part, neither one is filled out. And on the book here it's not filled out.

Sandridge: We paid \$400 to have it filled out.

Allen: Ok. You might have but it ain't filled out. Only other thing I've got complaint about is, in a way, I don't mind you having camping. But on the other hand, your road, where you live at is not a VDOT road at all, but the VDOT road stops at least a half mile up the road. So from there down, somebody else's land, is part of it. So when we permit this commercial thing, or whatever we wanted to call it, we're permitting it for all the other places too, taking the road. So in my, my opinion, I don't think it's right.

Chambers: Well, let me get some clarification. You saying that, that you got to permit filled out?

Sandridge: Yes, sir.

Chambers: You saying it's not showing?

Allen: It's not showing here, see, right here, all these supposed to be filled out, and ain't filled out. See that one? It's not filled out.

Sandridge: We don't have the whole permit. But if it wasn't, I think if the permit wasn't filled out correctly Nicci would have never let it go this far.

Allen: She's not here tonight to talk to you about it. So, I mean, yeah, yeah.

Chambers: I'm going to be honest with you, I don't think it'd be fair to vote on it tonight. We need clarification on this thing.

Bryant: I recommend we postpone the vote on it until we get more information.

Chambers: It wouldn't be fair to these guys to vote on it. I think we need more clarification on it before we can vote, take a vote on it.

Bryant: So many conflicting things going on it that we don't understand.

Wimer: What we've been saying is that everybody in Buckingham knows what we are doing.

Sandridge: Yeah. I mean, my question is, sir, is I'm voting no because they're calling it a public campground. This is from the Planning Commission right up to the last meeting we had. Everybody classified it as a public campground. I'm saying no, I don't want a, we don't want a campground on Hathcock Lane, a public campground. We just want to be able to camp on our property.

Bryant: No such a thing as a family campground. It's either a campground or it's not a campground. According to the ordinance there's no such a thing as a family campground. It's a campground period.

Chambers: I tell you what, can we get a motion to table this for further review? Let's table it, because I don't think, what he gave me here tonight, is a conflict.

Wimer: I gave you the definition of a campground.

Chambers: I hear you, sir.

Sandridge: Can I ask you something?

Chambers: Yes, sir.

Sandridge: Can we be involved in this conversation with how y'all tabling? What are y'all tabling?

Chambers: We need some clarification on, you know, what is a campground? What is a family campground? And he's saying that application never been filled out.

Gilliam: I'd like to concur, Mr. Bryant, it's your district. How do you feel, Mr. Bryant, would you like to table this tonight?

Bryant: I just made a motion that we table it.

Gilliam: I second that. Yes, sir,

Bryant: I've made the motion.

Gilliam: Yes, sir, I'll second.

Wimer: Are you just tabling the vote?

Chambers: We're not making a decision on it tonight.

Wimer: I know but are you just tabling it for vote...

Sandridge: Or is it going to be back up for...

Chambers: My understanding is we need to get more clarification on it, right?

Bryant: Exactly, right.

Chambers: So you got two or three things before you. You know we want to fair with you.

Sandridge: I appreciate that.

Wimer: Are you just tabling it for y'all to make a decision when y'all come back, y'all will actually vote on it. Is that?

Chambers: That's what I'm saying. Well, we need to...

Bryant: Once we get some more information.

Chambers: More information with them involved in it.

Wimer: Will it be another public hearing is what I'm asking?

Sandridge: Is it going to be another whole deal?

Bryant: No, it's not going to be another whole deal.

Chambers: This is a public hearing.

Sandridge: Can I request that y'all do say no to a public campground?

Wimer: We already said that.

Bryant: We've already had one public hearing. We've already had that.

Chambers: It's been motioned and seconded that we will postpone this to get further information on it. Are there any questions? All in favor?

Supervisor Bryant moved, Supervisor Gilliam seconded and was unanimously carried by the Board to postpone the vote on Case 25-SUP357 until the Board gets more information and clarification.

Sandridge: Thank you for your time.

Chambers: Yes, sir, thank you.

Re: Public Comments continued

Chambers: It was some people that wanted to speak for public comment and didn't know they had to sign up. Would it be the pleasure of the Board for them to speak now? Come on down. I'll give you three minutes.

Melissa Braxton: Good afternoon, everyone. My name is Melissa Braxton. I'm at 2639 Ranson Road, Dillwyn, Virginia 23936. On April 15, I received a phone call from the Buckingham County Primary School informing me that Mr. Harshman had requested for me to pick up my son, Jamal Mosley. I acknowledged the request and began contacting my sister to arrange his pickup. Approximately two minutes later, I received the second phone call from the school. The caller sounded frantic. She said, Jamal is out. He is out. We have called the squad. You need to come. Come right now. So I couldn't get there as I work in Charlottesville. I called my twin sister and my husband. They got there before I did. When they got there, the school informed, I'm sorry, upon their arrival, my husband observed Jamal laying on the floor in Mr. Harshman's office and the medical emergency personnel were already on the scene. The school informed me that my son was unresponsive for approximately 10 minutes. I was told that they lifted up his arm and it fell back down. They opened his eyelids and his eyeballs were twitching rapidly. They also reported doing a sternal rub on him in attempt to bring him back. For context, EMS1.com defines the sternal rub as the application of painful stimulus with the knuckles of a closed fist to the center of a chest of a patient who is not alert and does not respond to verbal stimuli. This is a technique commonly used by EMTs and paramedics in emergency situations. Despite this measure, my son remained unresponsive. As a mother, receiving that phone call was deeply distressing and traumatic. I send my son to school with the expectation that he will be cared for and educated, not physically abused. Somewhere in between all of this, my son being unconscious, Public Law 104-191, the HIPAA was violated. The school nurse called my son's PCP and informed her that he was having a seizure. If Jamal was unconscious with all the above measures completed on him, how could this be a seizure? I'm a nurse. So is my sister. This wasn't a seizure. Sorry. The first responders informed my husband and my sister that this was not normal and that this was not a seizure. The male first responders stated that he worked with kids all the time, and from what he gathered, this seemed to be some type of hands on intervention. The school informed them that my son had a seizure, as they tried to do every time Jamal was restrained. The first responders ensured us that, again, this was not in seizure. And this was also confirmed and documented by the UVA, I mean, I'm sorry, by Martha Jefferson Hospital, as we had to him there following the incident. According to Jamal, his arms were forcibly pinned behind his back, and he was taken down to the floor by Mr. Harshman. He said that Mr. Harshman wrapped his legs around his legs and his arms around his chest, and that's all he

remembers. Based on what we understand, the restraint was so forceful that my son lost consciousness and remained unresponsive for approximately 10 minutes, as reported by the school personnel. Jamal shared that he was trapped. I have my sister to finish.

Chambers: Look, how old is your son?

Braxton: My son is seven.

Chambers: Seven years old, and two men restraining him? Seven-year-old kid?

Braxton: Well, there was the school resource officer who held the door shut so that he could not get out of the room. And then there's Mr. Harshman behind that door restraining him.

Chambers: Well, I make the same statement I made last month when I heard about it. He shouldn't be allowed back in the school system doing something like that to a seven-year-old kid.

Braxton: I do have my sister who will finish.

Michelle Mosley: Good afternoon. My name is Michelle Mosley. I'm on 2538 Ranson Road in Dillwyn. So Jamal shared that he was trapped in Mr. Harshman's office and did everything that he could do to leave the room, but the security guard held the door shut, preventing him from exiting. This raises serious concern, if Jamal was already secluded in a room, what justification did Mr. Harshman need for such physical aggression? What is the school's protocol about seclusion, and what protocol in regards to restraining a child numerous times outside of camera view will be put in place? I am never permitted to see what restraints are being performed, because when Mr. Harshman performed these restraints, he is always outside of camera view. The school thinks this is okay. What are your thoughts on this? What if it was your child being constantly restrained outside of camera view and when every time you go to the school, they always tell you, I'm sorry we have no physical camera evidence to show what happened. This issue was already brought to our attention previously, and was addressed by the School Board previously, when we went up and we saw Jamal being restrained not once, but twice. The first time, it was like a one minute video where he restrained him, and then the second one we could not see at all. What is going on outside of camera view that we cannot see? How many times is it going to take for him to physically restrain someone, for you to lose consciousness and not come back? Mr. Harshman shared his in his incident report that the restraints on Jamal was one minute and let him go because he became limp. Realistically, do you believe that he restrained a seven-year-old child, watched his watch and said, one minute is up, let me let go? No. In order to apply that much physical strength for someone to be unconscious for 10 minutes, you have to be held longer than that. Imagine a grown man on a seven-year-old child with so much force that he passes out. The school called frantic. What was their motive of saying that he had a seizure? So you're going to call me and tell me that my nephew had a seizure? Well, there's no other neurological effects, anything that has ever been placed on Jamal. You felt like that it was okay for you to call me and tell me that he had a seizure. Jamal is now traumatized by this incident. As a parent, I'm deeply concerned about the physical emotion and emotional impact that this has had on him. Jamal will not let you hug him. Jamal has extreme separation anxiety. To me, I feel that

the teachers used Mr. Harshman as a scare tactic for Jamal. The incident that occurred, it happened over a paper popper. The teacher told him, do not pop the paper popper. He went to the bathroom and popped the paper popper. Well, let me call Mr. Harshman. So you mean to tell me that a paper popper led to him being restrained for over 10 minutes and being unconscious? No, the teachers use this as a scare tactic. Every teacher in that school has told Jamal, if you don't behave, I'll go get Mr. Harshman, and then his fight mechanism kicks in to where he's scared to death. Thank you.

Chambers: Thank you, maam.

Re: Zoning Matters: Case 25-SUP353 Donald Applegate: Update

Chambers: Mr. Carter, we'll move on to Mr. Applegate.

Carter: Yes, sir, Mr. Chairman. The next case before you tonight is 25-SUP353. Applicant being Donald Applegate. This request is to obtain a special use permit to operate a commercial garage and auto repair shop. The property is located on Tax Map 138, Parcel 39 located at 17534 East James Anderson Highway, which is in Dillwyn, Virginia. Landowner and applicant Donald Applegate. He is the applicant and landowner. The property is zoned A-1. Zoning ordinance does not permit a commercial garage or auto repair shop as a by right permitted use. However, within the A-1 Agricultural Zoning District, a commercial garage or auto repair shop may be permitted by the Buckingham County Board of Supervisors by a special use permit following the recommendation of the Planning Commission. The Planning Commission may recommend and the Board may impose conditions to ensure the protection of the district if the special use permit is approved. The application and narrative are included in your packet. Also a little bit further, Mrs. Edmondston states that this case was referred back to the Planning Commission by the Board of Supervisors for discussion on April 28, 2025. It was reintroduced and discussed in discussion held May 27, 2025, and a public hearing held on June 23, 2025 at the Planning Commission. Additional conditions were placed on the SUP request. The Planning Commission recommends approval of this request, with seven Commissioners voting in favor and one Commissioner absent. Would it be the pleasure of the pleasure of the Board of Supervisors schedule a public hearing for this request at our August 11, 2025 meeting.

Below are conditions that you may consider attaching to the request if approved:

1. That all federal, state and local regulations, ordinances and laws be strictly adhered to.
2. Right of ways and roadway shoulders shall not be used for parking.
3. The property shall be kept neat and orderly.
4. That the applicant pursues a commercial solid waste container and follow the County Solid Waste Ordinance.
5. There shall be no more than 10 parked vehicles and/or machinery/equipment outside of the main structure at any time.
6. A 6' board privacy fence to be installed should there be any removal of natural vegetation on the property, TM 138-39.

7. If any development or building/construction occurs on TM 137-100 within 50' of the property lines of TM 138-39, the owner of TM 138-39 will install a 6' board privacy fence.
8. A holding tank shall be installed adequate to hold any fluids with a catch basin.
9. That all documentation submitted by the applicant in support of this special use permit request becomes a part of the conditions except that any such documentation that may be inconsistent with these enumerated conditions shall be superseded by these conditions.
10. Nothing in this approval shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.
11. The County Zoning Administrator and one other County staff member, as appointed by the County Administrator, shall be allowed to enter the property, with proper notice, if a complaint is registered against the property for noncompliance with this permit. Any complaints not solely related to this permit will be given to the appropriate department or agency.
12. In the event that any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable
13. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the special use permit, if it be the wishes of the Board of Supervisors.
14. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.

Chambers: Mr. Carter, I talked to the landowners. Also talked to Mr. Applegate, Mr. Applegate, would you come down here?

Gilliam: Mr. Applegate, I'm Cameron Gilliam. I'm your Supervisor in your district. Nice to meet you. First of all, obviously we need shops in the community. I just had one close up in my business, so we welcome you to the community.

Applegate: Thank you.

Gilliam: I understand that you talked to Mr. Chambers tonight, and maybe not right now financially, but you are in agreeance about putting the privacy fence up in the near future. Is that correct?

Applegate: Yes.

Gilliam: Okay. I see no problem with this. I have talked to the adjacent landowner, represented by Mr. Washington, for the family. They wish you the best in business. They do want a privacy fence. I can understand that. I'd like to see a privacy fence somewhere around six foot that you could not see through in a square around the premises of what you operate as a shop.

Applegate: Okay.

Gilliam: Do you have a time frame that you could talk to us tonight about possibly getting a privacy fence put up?

Applegate: I doubt I'll even have the business going before next year.

Chambers: Can you do it in a year?

Applegate: Yeah, definitely.

Chambers: That's fair enough.

Applegate: Yeah.

Chambers: Is that good for you Mr. Gilliam?

Gilliam: Yeah, that's good with me, and I think it'd be good with the Washington family that lives beside you, as long as you have agreeance and Mr. Carter, if we could put that in verbiage that Mr. Applegate has agreed within a year to put a privacy fence six foot around the building square that you can't see through. I think the adjacent landowner would wish you the best of luck in business. And I like to make a motion, and we go through with that tonight.

Applegate: If I do my whole property?

Chambers: No, you don't...

Applegate: I mean for me? Not just around my garage. I'm gonna do my whole property.

Chambers: Thank you. Mr. Applegate.

Gilliam: Best of luck. Yes, sir. I'd like to make the motion.

Davis: I'll second it.

Chambers: We have a motion and a second that we would advance this to public hearing for August. What is the August date, Jennifer?

Carter: August 11.

Chambers: August 11th, okay, we'll set this for public hearing August 11. All in favor? Those opposed? Seven, yes, okay.

Supervisor Gilliam moved, Supervisor Davis seconded and was unanimously carried by the Board to schedule a public hearing on August 11, 2025 for Case 25-SUP353 Donald Applegate and add the verbiage to the conditions that a 6' privacy fence be put about around the business within a year.

Re: Zoning: Case 25-SUP356 Mary and Charles Houchens Update

Carter: The next item before you tonight is 25-SUP356. The applicant is Mary and Charles Houchens, which is 515 Cattail Creek Road, which is in Dillwyn, Virginia. Their request is to obtain a special use permit to operate a commercial garage and auto repair shop. The applicants are asking the Board of Supervisors to schedule a public hearing for their request. The property is located on Tax Map 173 Parcel 43 which again, is located at 515 Cattail Creek Road in Dillwyn, Virginia. The landowners and applicant are Mary and Charles Houchens. The property is zoned A-1 which is Agricultural. The Zoning Ordinance does not permit a commercial garage and auto repair shop as a by right permitted use. However, within Agricultural Zoning District, a commercial garage and auto repair shop may be permitted by the Buckingham County Board of Supervisors by special use permit following the recommendation of the Planning Commission in accordance with this ordinance and the Code of Virginia. The conditions are listed in your packet. I think at last month's meeting, there was some question or we wanted more information. And Mrs. Edmondston has in her report, the case that was introduced to the Board of Supervisors on June 9, 2025 with a request for a public hearing, Supervisor Gilliam made the motion, and second by Supervisor Bryant to deny this request for a public hearing at this time and schedule a visit to determine the status of the applicant's property in regard to violations. The Zoning Administrator visited site on Monday, June 16th with a report of the following. She observed if I'm counting correctly, she observed 8 exposed vehicles in the front yard in front of the fence. They were all operable. And she also observed some vehicles that were operable behind the fence, which was 2 vehicles. And then she observed 4 inoperable vehicles in the side yard. A 6-foot board fence has been installed along part of the front property line. The cars were once visible, as discussed with the Planning Commission and indicated in condition 12. With these findings, Mr. and Mrs. Houchens are not in violation at this time. The request before you from the applicants, Mr. and Mrs. Houchens are for a public hearing. Would it be the pleasure of the Board to schedule this public hearing for this request on their August 11th meeting 2025?

Below are conditions that you may consider attaching to the request if approved:

1. That all federal, state and local regulations, ordinances and laws be strictly adhered to.
2. Right of ways and roadway shoulders shall not be used for parking.
3. The property shall be kept neat and orderly.
4. That the applicant pursues a commercial solid waste container and follow the County Solid Waste Ordinance.
5. There shall be no more than 10 inoperable vehicles and/or machinery/equipment outside of the main structure at any time.
6. That all documentation submitted by the applicant in support of this special use permit request becomes a part of the conditions except that any such documentation that may be inconsistent with these enumerated conditions shall be superseded by these conditions.
7. Nothing in this approval shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.

8. The County Zoning Administrator and one other County staff member, as appointed by the County Administrator, shall be allowed to enter the property, with proper notice, if a complaint is registered against the property for noncompliance with this permit. Any complaints not solely related to this permit will be given to the appropriate department or agency.
9. In the event that any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable
10. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the special use permit, if it be the wishes of the Board of Supervisors.
11. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.
12. Applicants/Landowners must install a privacy fence, 6-8' tall board fence, across the front property line prior to operation of auto garage and repair shop.

Gilliam: Mr. and Mrs. Houchens, would you mind coming down for a minute? Good evening. First of all, I'd like to congratulate you on what sounds like a lot of hard work that you all have done. I am a person of my word, and I told you last month that if you followed the orders that we asked, that I would be the one that made the motion for you to move to the public hearing. I do have a couple questions for y'all and after I ask you those questions, I'm still going to make a motion and it goes to public hearing. I know that I contacted Mrs. Edmondston this week and asked her, was it okay if another supervisor and I came out to your property to inspect it, to make sure everything was done, and I'm sure it is. And she said that was denied. I assume that was because it was on short notice. Is that correct?

Mrs. Houchens: Yes, our grandson's birthday was that Friday.

Gilliam: I understand it was on short notice. The only thing I would ask you is; I'm going to give you my cell phone number right here. We've got 30 days before this comes to hearing for next month. There's my cell phone number, if you all would please call me and give me a couple dates that would suit either one of you, both. I'd like both of you there, and maybe another Supervisor, and could pick a time that we could come over and take a look at your finished project. Number one, it did worry me a little bit when they said that it didn't suit. That made me wonder if everything was right. But I do realize it was on short notice, and that's why I want to go through tonight and make a motion that that goes to the public hearing. The other thing is, is when we come over on that date, whatever date, you call me and give me a little heads up to make sure that I'm available, and another Supervisor, if you could get a copy of your tax ticket. I'd like to be able to see that and go over it, of your operable vehicles. I like to compare that to what you pay taxes on. I think it's very important, because if a vehicle is operable, naturally, the county ought to be able to receive taxes on it. And I hope that that's absolutely in order, and I hope everything works out. And I look forward to hearing from you in the next 30 days. Those two conditions will make the difference if I make the motion to approve it at the public hearing, but I would like to make forward on my word I told you last month and move it to a public hearing. So that's my motion. Thank you.

Bryant: I'll second.

Chambers: There's been a motion and a second. Any questions? All in favor of the motion?

Gilliam: You all have my phone number, please just call me a little bit ahead of time and give me a couple dates that would suit yall.

Mr. Houchens: Like. I said if it wouldn't had been his birthday, it'll been a different story, but we'd already made plans, and the plans whole weekend, so we left early Friday.

Gilliam: I totally understand that. Yes, sir, I look forward to seeing you in the next 30 days.

Mr. Houchens: Sounds good.

Supervisor Gilliam moved, Supervisor Bryant seconded and was unanimously carried by the Board to schedule a public hearing for August 11, 2025 for Case 25-SUP356 for Mary and Charles Houchens.

Re: Zoning: Introduction to Case 25-SUP358 Stacey Maslyn

Carter: Yes, sir. The last Zoning SUP Case for tonight is Case 25-SUP358. The applicant is Stacey Maslyn, who lives in 420 Dundee Creek Lane, Chesapeake, Virginia. Request for tonight is the applicant wish to obtain a special use permit for the purpose of operating a bed and breakfast short term rental, including, but not limited to an Airbnb, VRBO, etc. The applicant is asking the Board of Supervisors to schedule a public hearing for this request. The property is located 2612 Plank Road, Dillwyn, Virginia, in Magisterial District 2. The landowners are Robert and Stacey Maslyn, and the applicant is Stacey Maslyn. The property is zoned A-1. The Zoning Ordinance does not permit a Bed and Breakfast, short term rental, etc. as a by right use in the Agricultural A-1 district. The Zoning Ordinance requires that a bed and breakfast, short term rental obtain a special use permit. The submitted application and narrative is attached in your packet. More information, this case was introduced to the Planning Commission on May 27, 2025 and the public hearing was held on June 23, 2025. The Planning Commission recommends approval of this request with a vote of 7 Commissioners in favor and 1 Commissioner absent. Would it be the pleasure the Board of Supervisors to schedule a public hearing for this request at our August 11th meeting?

Below are conditions that you may consider attaching to the request if approved:

1. That all federal, state and local regulations, ordinances and laws be strictly adhered to.
2. The facility shall meet all safety requirements of all applicable building codes.
3. Right of ways and roadway shoulders shall not be used for parking. Ample parking for occupants shall be supplied on premises.
4. The property shall be kept neat and orderly.

5. That the applicant pursues a commercial solid waste container and follow the County Solid Waste Ordinance.
6. That all documentation submitted by the applicant in support of this special use permit request becomes a part of the conditions except that any such documentation that may be inconsistent with these enumerated conditions shall be superseded by these conditions.
7. Nothing in this approval shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.
8. The County Zoning Administrator and one other County staff member, as appointed by the County Administrator, shall be allowed to enter the property, with proper notice, if a complaint is registered against the property for noncompliance with this permit. Any complaints not solely related to this permit will be given to the appropriate department or agency.
9. In the event that any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable
10. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the special use permit, if it be the wishes of the Board of Supervisors.
11. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.

Garrett: I move that we schedule a public hearing for next meeting of August 11.

Allen: Second.

Chambers: It's been a motion, and second, we set a public hearing for August 11. Are there any questions on the motion? All in favor. Seven yes.

Supervisor Garrett moved, Vice Chairman Allen seconded and was unanimously carried by the Board to schedule a public hearing for August 11, 2025 for Case 25-SUP358 for Stacey Maslyn.

Re: Sheriff: Consider cash disbursal-auction of levied property

Memo: The Buckingham County Sheriff's office held a public auction on levied property to satisfy an outstanding debt on a Writ of Fieri Facias and for surplus county equipment on Saturday, April 12, 2025 @ 10:00 a.m. at the Buckingham County Sheriff's Office's impound lot located at 13508 W. James Anderson Hwy., Buckingham Va. Attached is a copy of the Sheriff's Return for the Writ. Please accept this cash and disburse checks according to finalize the Writ.

Chambers: Let's move on to M. Department or agency reports and items for considerations. Number one, you see the Sheriff request for cash disbursement of the auction of levied property. What's the pleasure of the Board?

Palmore: I make a motion.

Garrett: I'll second it.

Chambers: Motion and second that we will consider this request, give them permission to do it. Are there any questions? All in favor? Seven yes.

Supervisor Palmore moved, Supervisor Garrett seconded and was unanimously carried by the Board to approve the request to appropriate the funds received from the Auction of Levied Property

Re: Sheriff: Consider ECO/TDO Reimbursement

Memo: The Sheriff's Office has participated in an ECO/TDO Reimbursement Program through the Department of Criminal Justice Services that funds \$52 an hour for the time spent by Deputies dealing with Emergency Custody Orders and Temporary Detention Orders. The money received from DCJS for this program was placed into 3-100-23020-3 Grants. I request that \$312,000 be moved to 100-31200-1200 Overtime Salaries and Wages to be paid to the full time deputies for the hours they worked. I also request \$1,430 be moved to 100-31200-1300 part time salaries and wages to pay for the hours worked by the Part time deputies.

Chambers: Sheriff, Consider ECO/TDO reimbursement. What's the pleasure of the Board?

Gilliam: I'll make a motion.

Palmore: I'll second.

Chambers: A motion and second that we will consider this. Any question on the motion? All in favor? Seven yes.

Supervisor Gilliam moved, Supervisor Palmore seconded and was unanimously carried by the Board to approve the request to move funds from grants to the line items listed above for the ECO/TDO Reimbursement Program.

Re: Building Inspections: Building Permit Refund Request

Chambers: Building Inspection, consider refund of building permit 20305-2025 for Henderson Electrical Heating and Air for James Carwile for \$51 minus the \$20 administration fee for a total refund of \$31. What's the pleasure of the Board?

Allen: So moved.

Garrett: I'll second it.

Chambers: There's been a motion and a second that we will consider this. Any question on the motion? All in favor? Seven yes.

Vice Chairman Allen moved, Supervisor Garrett seconded and was unanimously carried by the Board to approve the refund for building permit 20305-25 for Henderson Electrical Heating and Air for James Carwile in the amount of \$31.

Re: Animal Control: Consider architect engineering agreement for the Animal Control Facility

Carter: Mr. Chairman, in your package tonight, with help from the County Attorney and Animal Control Facility Committee advertised for services regarding the architectural engineering services for possible animal control facility. The request for services was placed, and we received responses from five firms. One of the firm's proposal was submitted after the deadline was declared void, leaving us with 4 proposals. The committee interviewed all 4 firms to gage their experience and their qualifications. After the interviewing process, the committee unanimously, chose Dominion Seven Architects from Lynchburg who has a ton of experience in building Animal Control shelters or facilities. I'm asking the county tonight to allow, to allow the county to contract with Dominion Seven for architectural engineering services for design and building a new animal control facility. The cost of that contract is \$299,992 which can be taken from my animal control reserve we've been accumulating over the over the past few years. We had that meeting with a representative last week. He answered all of our questions. He gave us some choices on what we can do going forward. We're just in the early stages right now, so there's nothing been set in stone what kind of design we're going to have, but in order for us to get in that much depth, he needs to be under contract with the county. I think we've gotten all the free work we can get from them right now. So he needs to have a contract before he goes any further.

Garrett: I move that we move forward with that

Davis: I second it.

Chambers: A motion and second that we'll move forward. Any questions on the motion? All in favor? Seven, yes.

Supervisor Garrett moved, Supervisor Davis seconded and was unanimously carried by the Board to approve to enter into an architectural engineering services agreement with Dominion Seven for the engineering services for design and building of new animal control facility for the contract amount of \$299,992.

Re: Consider Fixed Asset Policy update

Carter: Yes, sir Mr. Chairman. One of our policies we have is our Fixed Asset Policy, and that's where we determine whether we capitalize an asset and add it as an asset or we expense it. Our policy currently states that we capitalize or make a fixed asset if the purchase is \$5,000 or more, and the purchase is purchased from capital funds or cash from a specific fund or grant funds, and is considered one of the following: land, equipment, vehicle, building or construction in progress, and that asset has to have a useful life for more than three years. Due to inflation and over the past few years, everything has gone up over the past few years, as you see in your packet, a lot of our claims, they're more than \$5,000 themselves just for the claims. So the Office of Budget and Management has increased that amount for a fixed asset to be from \$5,000 to \$10,000. I'm asking that we change our Fixed Asset Policy to match that OBM policy. So in your package, you should have a copy of our current fixed asset policy and just basically, I'm asking you to change where it says \$5,000 to \$10,000. So when we get to that \$10,000 threshold, that's when the asset will be capitalized as a fixed asset and not an expense.

Allen: So moved.

Garrett: I'll second.

Chambers: A motion and second that we'll consider this. Any question on the motion? All in favor? Seven yes.

Vice Chairman Allen moved, Supervisor Garrett seconded and was unanimously carried by the Board to approve the change to the Fixed Asset Policy from \$5,000 to \$10,000.

Re: Consider agreement with Hurt & Profitt to perform E&S Inspections for the Riverstone Project with cost to be reimbursed by Riverstone

Carter: Yes, sir, Mr. Chairman, with a project that size, we knew when we agreed to this project, that our staff would not be able to handle those inspections. A project with that much acreage and our one inspector, Lyn, would be out there constantly, 24 hours a day, and still probably wouldn't get that information obtained, and especially every time it rains, he has to go out there, so he would never get any other information, any other duties done. So in our Apex contract, or Riverstone contract, they agreed to pay for third party independent inspectors so we can hire a firm to go out there. In this case, we were contracting with Hurt & Profitt. They have the resources to handle those third party inspections. They will work for the county. We pay them an invoice their time for being out there, and then Riverstone will reimburse us. So it's a pass through. We're paying for a third party inspector as an independent person, so they're not gonna be contracted by Riverstone. They report to the county.

Garrett: I got a question with that, would that be able to or that inspection look into some of the complaints that were lodged earlier tonight?

Davis: Absolutely.

Carter: Yes, sir. I was making notes so I will also talk to Lyn Hill, our Enforcement Officer about those complaints as well.

Garrett: Specifically look for those in addition to whatever they would normally be looking for.

Palmore: When they do these inspections, they will report back to the county?

Carter: To the county, yes, sir, not to Riverstone.

Palmore: There's a bunch of violations. They mentioned Apex. So if there's a bunch of violations and they're out of compliance with the permit, they'll report that back to the County?

Carter: To the county, that's right. That's why we're hiring them, not Apex so that they report back to the county.

Palmore: At that time, if they come back with bunch of violations on the permit, what is the process? Once they come back, say they come back and they verify all these issues, violations that they spoke about tonight. What is the process once they bring it back to us, do we decide whether to pull the permit? Is this Board going to be the ones who decide to pull that permit?

Carter: So on all of our applications, SUP's included, I think the very first line is that they have to comply with all state and federal rules. So if they're in violation of any kind of federal rule, state rule, we would be notified. If that, I'm guessing, they would talk to DEQ, or whatever department, State Department, it would and that problem can't be remedied then yes, we could pull their permit.

Palmore: I'm just asking, because if it were to come to that point, I want to know once the violations are presented to the county, then does the county take action? Or then we wait for the state to take action?

Carter: We can, like, say, but they're violating the state rule, state code, and we can take action.

Davis: I make a motion that we enter into the contract, Mr. Chairman.

Garrett: I'll second it.

Chambers: We have a motion and second that we would enter the contract. Are there any questions on the motion? All in favor? Seven yes.

Supervisor Davis moved, Supervisor Garrett seconded and was unanimously carried by the Board to enter into an agreement with Hurt & Profitt to perform the E&S inspections on the Riverstone Project with the cost to be reimbursed by Riverstone.

Re: Consider agreement with Hurt & Profitt to perform E&S Inspections for the Blue Rock Solar Project with cost to be reimbursed by Blue Rock Solar

Carter: Yes, Mr. Chairman, Item 7 is exactly what we just talked about for the Riverstone project, but it applies to the Blue Rock Solar Project. Same thing, Hurt & Profitt. They're gonna be a third party inspector for erosion and sediment control. They will report to us. We are hiring them and Blue Rock Solar will reimburse us for the cost of those inspections.

Davis: I make a motion that we go into that one also, Mr. Chairman.

Bryant: Second.

Chambers: A motion and second. Any question on the motion? All in favor?

Supervisor Davis moved, Supervisor Bryant seconded and was unanimously carried by the Board to enter into an agreement with Hurt & Profitt to perform the E&S inspections on the Blue Rock Solar Project with the cost to be reimbursed by Blue Rock Solar.

Garrett: Mr. Carter, while I was sitting here and had a minute to think, sometimes these things hit you before you really think about it. You said that if it's a violation of a state or federal thing, it would go to them, but what if it's just a violation of what we had in our agreement, that may not be a federal violation or state violation, if it's just a violation of what we had for them to do?

Carter: If they violate those conditions of their SUP, then, yeah, you can...

Garrett: But you just said state and federal. That's why I was thinking, if it's just what we put on it would that, but that would also be whatever stipulation...

Carter: Those conditions are listed for a reason so if they violate them...

Garrett: That's what I just wanted to make clear.

Palmore: That's the reason I was asking. Do we have the authority to pull the permit?

Carter: They have the state and federal conditions, plus our conditions.

Palmore: That's in the SUP?

Carter: Yes, sir.

Re: Consider donation to the Buckingham Majors Division II Baseball Team State Champions going to the World Series in Lexington, SC August 1, 2025

Chambers: Let's move on down to item 8, the Youth League, they won the Division II and are going to South Carolina. So we usually, how much do we usually give?

Carter: Last time we gave \$5,000 each time they go to the World Series.

Chambers: Can we give them \$5,000 again?

Davis: Mr. Chairman, the 19U won the State tournament Saturday night, so we have 2 teams going to the World Series. The 11-12 year olds and the 18-19 year olds. I'd like to make a motion that we give both teams.

Chambers: \$5,000 each.

Gilliam: I was able to make that trip one time and I'll tell you it's something you never forget. I totally wish them luck.

Garrett: I'll second it.

Chambers: It's been motioned and seconded that we give both these teams \$5,000 each. Is that correct?

Davis: That's correct.

Chambers: All in favor? Seven yes.

Gilliam: Buckingham Proud.

Davis: One's going to South Carolina and one's going to Louisiana.

Supervisor Davis moved, Supervisor Garrett seconded and was unanimously carried by the Board to donate \$5,000 to the Buckingham Majors team and \$5,000 to the Buckingham 19U team for their trip to the World Series.

Re: Consider appropriating funds received from VACORP for wrecked vehicle back into the Sheriff's Budget

Chambers: Item 9, Consider appropriating funds received from the VACORP for wrecked vehicle back to the Sheriff's Department budget.

Bryant: I make a motion that we do this.

Garrett: Second.

Carter: Just for you to know, that's just an insurance claim that we got money back for a wrecked vehicle, so they just want to put it back into their budget.

Supervisor Bryant moved, Supervisor Garrett seconded and was unanimously carried by the Board to approve the request to appropriate funds received from VACORP for a wrecked car back to the Sheriff's Department budget.

Re: Economic Development Committee: Consider more appointments to the new Economic Development Committee

Chambers: Mr. Carter, I'll let you know Thursday for District 6. I didn't get a chance to call this evening on the appointment to the Economic Development Committee. I'll let you know Thursday.

Carter: In your package, you'll see we're going to go ahead and start having those meetings on August 4 at 6:00. So those of you that have nominated people, let them know they'll be getting phone calls.

Gilliam: Where are we meeting at, Karl?

Carter: They'll be at the community center August 4th at 6:00. We'll start calling them as well so they should be getting phone calls from the County.

Davis: I was asked about that yesterday at church.

Bryant: District 5, I've got to have one more, is that right?

Carter: Yes.

Bryant: Ronnie Palmore.

Carter: You nominating Ronnie Palmore tonight?

Bryant: Yeah.

Gilliam: I second that. I

Carter: Do you have any more? We can group them all together if you got anymore.

Allen: I've got to check with somebody. I've got one more.

Palmore: Since he's kin to me do I have to abstain?

Carter: No. You are not controlling anything. So Cameron made the second and Mr. Bryant made the motion.

Chambers: All in favor? Seven yes.

Supervisor Bryant moved, Supervisor Gilliam seconded and was unanimously carried by the Board to appoint Ronnie Palmore to the Economic Development Committee for District 5.

Re: County Attorney Matters

Wright: I'm happy to report that I have no matters tonight.

Re: County Administrator's Report

Possible Farm Equipment Exemption Ordinance: Yes, sir, Mr. Chairman, item P1, possible Farm Equipment Exemption Ordinance that did not make it to your packet tonight. We had a draft ordinance prepared, and then the last minute, there was some changes made. So I will bring that back to you next month for your review, before we do a public hearing for it.

New Economic Development Committee Meeting: Then also the new Economic Development Committee. I just announced that so that we will meet on August 4th at 6:00 p.m.

That's all I have tonight.

Re: School bus air conditioning

Chambers: I'm glad to see our new superintendent here tonight. We'd like to welcome here and Mr. Snoddy and Mr. Jameson, thank you for coming. We look forward to working with you.

One thing, when we had a budget work session, we agreed to appropriate some money to put air conditioning on some buses. From what I'm hearing out there, they do not want to do that. What's the pleasure of the Board? We earmarked that money for that. What should we do?

Gilliam: Mr. Chambers, I was at the school board meeting, left a little early in the rain. I had my bath for the night that last time that we left, going to the car. Somehow I missed the end of it. But Mr. Chambers told me that it had been some talk about possibly wanting to do something else with the \$54,000 that the Board appropriated for the air conditioning on busses. I understand that we appropriate the money for the School Board, and understand that we usually don't get involved in telling any individual group how to spend the money. I think I've only had one other instance since I've been on the Board, and that's when we gave the school bus drivers a raise since I've been on the Board. But as far as I'm concerned, for District 2, it's very important to me that the children come first, and I understand it's a great saving instead of buying a bus that's very expensive with air condition on it. When Mr. Palmore was here before, I think he gave us a quote like \$14,000 to add air condition to the busses. We weren't able to give think what the school Board wanted this past year. But let you know, 60% of our budget, 60% of all our income, is that

right, Mr. Carter, goes to the school system. So 6 pieces of pizza out of the whole 10 go to the school. So at some point it wears thin, because we have a lot of other categories other than the school. But as far as I'm concerned, the Board voted unanimously 7 to nothing to earmark these dollars for the air conditioning on the busses. And I stand firm on my vote that that stays earmarked. I don't know how the other Board members feel, but I concur with Mr. Chambers. I think we need to stay with that, not saying that we need to get into this with a daily basis of telling the school how to spend the money, but this particular deal was earmarked for this purpose, and the entire Board of Supervisors in Buckingham voted for that. And I stand by that.

Chambers: Any other Board member?

Allen: I did hear somebody else complain about that, said that that we took the money away from the teachers that they didn't get a raise or didn't get a bonus. Hope y'all check all that over, I don't want them to think we took anything away from them.

Chambers: We always support the school system. I think we gave y'all an extra million dollars last year. So you can't say we took anything from you. I have a problem, and I still say, what you giving people stipends making 100,000 and something a year and not giving it to the teachers, I still got a problem with that. But Mr. Snoddy said that didn't happen this year, and I'm glad it didn't happen.

Snoddy: It's being addressed.

Chambers: It's being addressed? Okay.

Gilliam: Yeah, I know one in my district, we lost a good school teacher, I think to Cumberland. And I know what it costs from running a car dealership if you lose a good technician, what it cost to train another technician to take the spot when the one that you had was already good. And I don't know the reason for that. I understand I'm not at the School Board meetings and whatnot. The only thing I can say is it's that word called Buckingham proud. And if it's any way that we can keep our teachers inside the county, I would definitely like to make that a goal. But again, I don't know every particular circumstance. I don't know the financial part of it. It's just I know what it costs once you lose a qualified person, it cost almost double or triple, and then it takes 10 to 15 years to get the same person back qualified. And this person that I lost in my district was definitely qualified, and it's a great loss to Buckingham County. So, you know, but this particular part with the bus, part of it, I don't know how to I don't know if we need to get into a motion with that, maybe Mr. Chambers or somebody else on the Board, but I think, since we voted unanimously for that, I think it needs to be left at that.

Allen: I agree. As long as they are saying they're still using it for the busses. If they don't use for the buses, we can do something different.

Palmore: Can I add something before we vote or whatever. I just want to clarify the fact that it was the School Board who made Ronnie order busses with air condition. Ronnie basically told them at the time, and I know Mr. Snoddy and Mr. Jameson, you guys weren't on there at the

time, but it was the school Board who forced Ronnie to buy busses with air condition which raised the price. Caused the price to go up to the point where, instead of getting three busses, he only gets two. So, yeah, we were trying to help the kids in the county, you know, when I was growing up, and you made comments at the School Board meeting, you know, when I was growing up, we didn't have air conditioning in school. We didn't have air conditioning on the bus. We didn't have air condition in my house. We had screens that you slid, you let the window down and slide the screens open, and that's how we slept at night. And I'll be honest with you some nights, on some nights, like we've had lately, it was a little bit rough. But with that being said, today's kids, today's kids don't play outside. Today's kids during the summer stay in bedrooms or in a den somewhere, and they play video games all day in the air condition. Well, it's yeah, you're right, if a parent allows them to do so. So I think the conversations that we've had back and forth, they're not the same kids that we were. We were used to the heat. We you know, we were exposed to it every day of the summer. We leave out 6:30 in the morning, come home at dark. Parents didn't even know where we were at. We're out catching tadpoles and frogs and whatever, but we stayed outside all the time. So and I think we need to, we need to realize that these kids are air conditioned kids all summer long. They're air conditioned kids in the beginning and the end of school when it gets hot. So we get we need to think about it. You know, we're putting them on a bus that doesn't have air condition in a high, you know, we're starting school August the 6th. When we were in school, we started after Labor Day. So the temperatures are a little different from when we were going to school, you know, when we started back, especially, you know, in the beginning of the school year. So I just think, I think we as a Board, and you all as a Board, we need to have a dialog between each other, and we need to try to do what's best for the kids. Like I said, and I'm not taking up for Ronnie, but, Ronnie didn't create this monster. All Ronnie is trying to do is feed it as best he can. And I'm gonna take up for him, because I know he's gonna try to do what's right, and he's gonna do what he thinks is financially right. So with that being said, I think instead of just kicking it out the door and saying, No, we're not going to do it, maybe we need to look at it and decide, you know, maybe we can make it work to where, instead of 15 years all the busses have AC, maybe we can get it done in half at time. Try to figure into the budget. Maybe, you know, one year don't buy two busses. Buy one, take the rest of that money and try to add AC to the busses. So what happens is, is we benefit the kids. You know, we have SpEd kids ride every day. Every one of those SpEd vehicles have air condition. If, you know, if a teacher comes over and gets a car to drive to a meeting in Richmond, the cars have AC. So why should we expect our kids to deserve any less than we are given to faculty members, some of the other bus drivers? You know what I'm saying? I'm just trying to look at it from a point of view. I want to be fair to all sides, but my utmost and most important thing, I wouldn't be working for the school system if I didn't want to support the young people. Because the young people are the future, and I'm not picking on kids. I'm not saying all of them stay in AC all summer, but a lot of them do, so we need to take that into consideration. You know, when we're thinking about how we want to try to get the rest of the busses to have AC at some kind of reasonable time limit, then we need to take that into consideration. That's just my two cents. That's all I gotta say. I do want to welcome Mr. Reasoner to the county. I think she's, she's a nice lady. We've talked together and everything, and I think she, she has the same concern as the Board does, and that in your Board does. She wants what's best for the kids. That's what we all want.

Chambers: Any other Board member?

Garrett: Not on that same topic, but since we are on Q. Other Board matters, correct? I just wanted to report one thing about the Piedmont Senior Resources, a committee that I belong to. They have changed their meeting dates the last month that they met, they only meet every odd month, so when they met in May, they changed the date from when it was to a date that I couldn't go. That's why I missed that one, because I had a previous meeting. And they've done the same thing for this month, for July, they moved it from the third Tuesday to the fifth Tuesday in July. And I've got a previous thing that I had scheduled for that, so I won't make the July meeting, but I just want to let you know I won't shirking on those duties, but they changed the meeting dates to sometime that I could not be there.

Carter: What time are those meetings?

Garrett: PSR? 5:00. Usually they have it on the third Tuesday, and sometimes I have another meeting that night, but it's at 7:00. So if that's the case, it's here in Dillwyn, I just make sure I leave by quarter after six and get there. But these two meetings, one of them is in Charlottesville the last time. And it won't no way I could leave that 6:00 and get to Charlottesville. This one is in Crozet. So, you know, I usually leave a quarter to five going to Crozet to be there at 6:00.

Carter: We'll see if we can get somebody to go in your place.

Garrett: Yeah, if you want to do that, it's a 29th at 5:00. Stephanie Coleman is on that so she goes. But you know, you could just check with her and say, you know, make sure she's going to be there so we'd be represented. But that's all. I just want to say. You know, they changed the meetings on me, and it wasn't easy for me to be able to change.

Davis: May I speak? Something bothered me tonight, and this family that wants to have the campground on their land. Well, these Airbnb's, we've been getting applications and application and application out for them for the last two years. We've been running them on through. But who are we to tell people what they can do on their own land if they want to stay in a camper down there for the weekend with their family? I have a problem with that. I own land. Some of my family wants to come put the camper up, I don't want nobody coming telling me that they can't be there.

Bryant: There's a lot of difference between a campground and one on the flood zone.

Davis: Yeah, I understand that too.

Bryant: This one is on the highland with restriction about that much and when it comes to flood plains it's that much.

Davis: Well, I'm just saying, I mean, all us own land in this county, do we want anybody to tell, everybody, and anybody telling us what we can and can't do on our own land? I own land on the river.

Bryant: If you got an ordinance...

Davis: I don't camp down there but go down there and go swimming and stuff. I mean,

Bryant: We go county ordinances.

Davis: We'd better be careful here.

Chambers: That's why I thought we better table it and do have more discussion on it.

Davis: That's all I got to say. I just think we're running these Airbnb's through, and I just think we better be careful. Thank you, Mr. Chairman.

Chambers: Yes, sir. Any other Board member?

Re: Executive Closed Session

Chambers: We need to go into Executive Session.

Garrett: Mr. Chairman, I'd like to make a motion that we go into Executive Session under Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. §2.2-3711. A.3. I make **that motion.**

Bryant: I second it.

Chambers: Motion and second that we go into executive session under the Code stated. Are there any questions on the motion? All in favor? Seven yes.

Supervisor Garrett moved, Supervisor Bryant seconded and was unanimously carried by the Board to enter into Executive Closed Session under the above stated Code.

Re: Return to Regular Session

Garrett: Okay, I'd like to make a motion that we return to regular session and certify that to the best of each Board member's knowledge, only business matters related to the codes in which the executive meeting was convened was discussed or considered in the closed Executive Session. And I make that motion.

Bryant: I'll second it.

Chambers: A motion and second. Are there any questions on the motion? All in favor?

Supervisor Garrett moved, Supervisor Bryant seconded and was unanimously carried by the Board to return to regular session and certify that to the best of each Board member's knowledge, only business matters related to the codes in which the executive meeting was convened was discussed or considered in the closed Executive Session.

Re: Action as a result of Executive Closed Session

Chambers: Are there any results from Executive Closed session?

There were no action needing to be taken.

Re: Adjourn

There being no further business to discuss, Chairman Chambers declared the July 14, 2025 meeting of the Buckingham County Board of Supervisors adjourned.

ATTEST:

Karl R. Carter
County Administrator

Joe N. Chambers, Jr.
Chairman

Buckingham County Board of Supervisors
Notice of Public Hearing
Monday, August 11, 2025
Buckingham County Administration Building
13380 W. James Anderson Highway
Buckingham, Virginia
6:00 p.m.

The Buckingham County Board of Supervisors will hold a public hearing on Monday, August 11, 2025 to hear public input regarding the following:

1. **Case 24-SUP353** Donald Applegate; Tax Map 138 Parcel 39 containing approximately 2 acres located at 17534 E. James Anderson Hwy, Dillwyn, Curdsville Magisterial. Zoned A-1. District: Request to obtain a Special Use Permit to operate a commercial garage and auto repair shop*
2. **Case 25-SUP356** Mary and Charles Houchens; Tax Map 173 Parcel 43 containing approximately 3 acres located at 515 Cattail Creek Road, Dillwyn, Va; District 2; currently zoned A-1 Agricultural; request to obtain a Special Use Permit to Operate a Commercial Garage and Auto Repair Shop*
3. **Case 25-SUP358** Stacey Maslyn; Tax Map 190 Parcel 32; 29.5 acres located at 2612 Plank Road, Dillwyn, Magisterial District 2; Currently Zoned A-1; Request to Obtain a Special Use Permit for the purpose of operating a Bed and Breakfast/Short Term Rental including but not limited to AirBnB, VRBO, Etc.*

The meeting will begin at 6:00 p.m. in the Peter Francisco Auditorium of the Buckingham County Administration Complex at 13380 W. James Anderson Hwy, Buckingham, Virginia 23921. **You must attend the meeting to comment and sign up to speak prior to the meeting. Sign up time is between 5:30 p.m. and 5:55 p.m.**

A copy of the material for the above referenced hearing is available for review in the Office of the Buckingham County Zoning Administrator; 13380 West James Anderson Highway, P.O. Box 252, Buckingham, Virginia, 23921, on regular business days of Monday through Friday from 8:30 A.M. to 4:30 P.M.

By Order of the Buckingham County Board of Supervisors
Karl Carter, County Administrator

NOTICE OF PUBLIC HEARING

Monday, August 11, 2025

Buckingham County Administration Building

13380 W. James Anderson Highway

Buckingham, Virginia

6:00 p.m.

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By Order of the Buckingham County Board of Supervisors
Karl Carter, County Administrator



Karl R. Carter
County Administrator

E. M. Wright, Jr.
County Attorney

Buckingham County Board of Supervisors

Office of the County Administrator
13380 W. James Anderson

Highway

Post Office Box 252

Buckingham, Virginia 23921 -0252

Telephone 434-969-4242

Fax 434-969-1638

www.buckinghamcountyva.org

Joe N. Chambers, Jr.
District 6 Supervisor
Chairman

Danny R. Allen
District 7 Supervisor
Vice-Chairman

Cameron Gilliam
District 2 Supervisor

Michael E. Palmore
District 3 Supervisor

Paul W. Garrett
District 4 Supervisor

Harry W. Bryant, Jr.
District 5 Supervisor

Dennis H. Davis, Jr.
District 1 Supervisor

Date: August 11, 2025

To: Buckingham County
Board of Supervisors

From: Nicci Edmondston, Zoning Administrator

Re: Public Hearing Case 25-SUP353

Applicant: Donald Applegate
17534 E James Anderson Hwy
Dillwyn VA 23936

Property Information: Tax Map 138 Parcel 39 containing approximately 2 acres, located at 17534 E James Anderson Hwy Dillwyn VA 23936, Curdsville Magisterial District.

Zoning District: Agricultural District (A-1)

Request: To Obtain a Special Use Permit to Operate a Commercial Garage and Auto Repair Shop.

Background/Zoning Information: The property is located on Tax Map 138 Parcel 39, located at 17534 E James Anderson Hwy Dillwyn VA 23936. The landowner and applicant is Donald Applegate. The property is zoned Agriculture (A-1). The Zoning Ordinance does not permit a Commercial Garage and Auto Repair Shop as a by right permitted use. However, within A-1 Agriculture Zoning District, a Commercial Garage and Auto Repair Shop may be permitted by the Buckingham County Board of Supervisors by a Special Use Permit following recommendation by the Planning Commission in accordance with this ordinance and the Code of Virginia. The Planning Commission may recommend and the Board may impose conditions to ensure protection of the district if the Special Use Permit is approved. The application and narrative are attached.

Below are conditions that you may consider attaching to the request if approved:

1. That all federal, state and local regulations, ordinances and laws be strictly adhered to.
2. Right of ways and roadway shoulders shall not be used for parking.
3. The property shall be kept neat and orderly.

4. That the applicant pursues a commercial solid waste container and follow the County Solid Waste Ordinance.
5. There shall be no more than 10 parked vehicles and/or machinery/equipment outside of the main structure at any time.
6. A 6' board privacy fence to be installed should there be any removal of natural vegetation on the property, TM 138-39.
7. If any development or building/construction occurs on TM 137-100 within 50' of the property lines of TM 138-39, the owner of TM 138-39 will install a 6' board privacy fence.
8. A holding tank shall be installed adequate to hold any fluids with a catch basin.
9. That all documentation submitted by the applicant in support of this special use permit request becomes a part of the conditions except that any such documentation that may be inconsistent with these enumerated conditions shall be superseded by these conditions.
10. Nothing in this approval shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.
11. The County Zoning Administrator and one other County staff member, as appointed by the County Administrator, shall be allowed to enter the property, with proper notice, if a complaint is registered against the property for noncompliance with this permit. Any complaints not solely related to this permit will be given to the appropriate department or agency.
12. In the event that any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable
13. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the special use permit, if it be the wishes of the Board of Supervisors.
14. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.

SPECIAL USE PERMIT APPLICATION CHECKLIST
BUCKINGHAM COUNTY OFFICE OF ZONING AND PLANNING MINIMUM SUBMISSION
REQUIREMENTS

The following table lists the information necessary to review a special use application. All items are required, unless otherwise stated, and must be submitted in order for the application to be accepted for review. This completed checklist must be submitted with the application.

Adjacent Property Owners List and Affidavit (pages 4, 5 & 6 attached). This list can be obtained from the Clerk of Courts Office: ☒ YES ☐ NO

Completed application for special use permit (page 3 attached). If not signed by the owner, a Power of Attorney must accompany the application: ☒ YES ☐ NO

Interest Disclosure Affidavit (page 7 attached). Must be signed by the owner: ☒ YES ☐ NO

Power of Attorney (page 10 attached). Required if anyone other than the owner is signing the application form or proffer statement on behalf of the owner: ☒ YES ☐ NO

Written Narrative (page 11 guidance in preparing the Written Narrative): ☒ YES ☐ NO

Fees: ☒ YES ☐ NO

Deed: YES ☐ NO

Plat (15 copies). The plat information may be incorporated into the Special Use Permit General Site Plan, in which case, copies of a separate plat are not required. The plat must be prepared by a certified land surveyor or licensed civil engineer and contain the following:

- A. Bearings and distances of a scale of 1" = 100' or less for all property lines and existing and proposed zoning lines: ☒ YES ☐ NO
- B. Area of land proposed for consideration, in square feet or acres: ☒ YES ☐ NO
- C. Scale and north point: ☒ YES ☐ NO
- D. Names of boundary roads or streets and widths of existing right-of-ways: ☒ YES ☐ NO

Tax Map (15 copies). Identify property that special use is being considered for and identify by name all adjacent landowners.

Special Use General Site Plan (15 copies) The General Site Plan must contain the following:

1. Vicinity Map – Please show scale: YES NO N/A
2. Owner and Project Name: YES NO N/A
3. Parcel Identification numbers, name, present zoning, and zoning and use of all abutting or adjoining parcels: YES NO N/A
4. Property lines of existing and proposed zoning district lines: YES NO N/A
5. Area of land proposed for consideration, in square feet or acres: YES NO N/A
6. Scale and north point: YES NO N/A
7. Names of boundary roads or streets and widths of existing right-of-ways: YES NO N/A
8. Easements and encumbrances, if present on the property: YES NO N/A
9. Topography indicated by contour lines: YES NO N/A
10. Areas having slopes of 15% to 25% and areas having slopes of 25% or greater clearly indicated by separate shading devices (or written indication of "no areas having slopes of 15% to 25% or greater"): YES NO N/A
11. Water Courses to include the approximate location of the 100 year floodplain (if applicable) based on FEMA maps (or written indication of "not in floodplain"): YES NO N/A
12. Delineation of existing mature tree lines or written indication of "no mature tree lines": YES NO N/A
13. Proposed roads with right-of-way width that will connect with or pass through the subject property: YES NO N/A
14. General locations of major access points to existing streets: YES NO N/A
15. List of the proposed density for each dwelling unit type, and/or intensity of each non-residential use: YES NO N/A
16. Location of any open space and buffer areas, woodland conservation areas, storm water management facilities, and community and public facilities: YES NO N/A
17. Location of existing and proposed utilities, above or underground: YES NO N/A
18. Vehicular and pedestrian circulation plan, including traffic counts and typical street sections, right-of-way improvements, access points, travel ways, parking, loading, stacking, sidewalks, and trails: YES NO N/A
19. Layouts and orientation of buildings and improvements, building use, height, setbacks from property lines and restriction lines: YES NO N/A
20. Location and design of screening and landscaping: YES NO N/A
21. Building architecture: YES NO N/A
22. Site lighting proposed: YES NO N/A
23. Area of land disturbance in square feet and acres: YES NO N/A
24. Erosion and Sediment Control Plan submitted (10,000 square feet or more): YES NO N/A
25. Historical sites or gravesites on general site plan: YES NO N/A
26. Show impact of development of historical or gravesite areas: YES NO N/A
27. A copy of the current status of all real estate taxes of all property owned in Buckingham County. If real estate taxes are not current, an explanation in writing and signed by the owner shall accompany this application. Any liens or other judgments against property shall also be explained in writing and signed by the owner: YES NO N/A

APPLICATION FOR A SPECIAL USE PERMIT

CASE NUMBER: _____
(Case Number Assigned by Zoning Administrator)

DATE OF APPLICATION: _____

Special Use Permit Request: To obtain special use permit
to operate auto repair shop

Purpose of Special Use Permit: operate auto repair business

Zoning District: A1 Number of Acres: 2

Tax Map Section: 138 Parcel: 39 Lot: _____ Subdivision: _____ Magisterial Dist.: _____

Street Address: 17534 E James Anderson Hwy Dillwyn VA 23936
Directions from the County Administration Building to the Proposed Site: _____

See google map

Name of Applicant: Donald Applegate

Mailing Address: 17534 E James Anderson Hwy Dillwyn VA 23936

Daytime Phone: 846343195 Cell Phone: "Same"

Email: Bringit.tochurch@gmail.com Fax: _____

Name of Property Owner: Donald G Applegate

Mailing Address: 17534 E James Anderson Hwy Dillwyn VA 23936

Daytime Phone: 846343195 Cell Phone: NA

Email: _____ Fax: _____

Signature of Owner: D. Applegate Date: 1/23/05

Signature of Applicant: D. Applegate Date: 1/23/05

Please indicate to whom correspondence should be sent:

☒ Owner of Property ☐ Contractor Purchaser / Lessee ☐ Authorized Agent ☐ Engineer
☒ Applicant

ADJACENT PROPERTY OWNER'S LIST

(Required)

The applicant shall provide a list of all adjoining landowners, including subject property and all property immediately across the street/road from the subject property. Any body of water does not constitute a boundary line for this purpose, therefore a body of water and the property adjoining the subject property but separated by a body of water is still considered an adjoining landowner. County boundary lines and those adjoining property owners in the next County are considered adjoining property owners if the land adjoins the subject's property. Adjoining landowners can be verified through the Buckingham County Clerk of Courts or the Clerk's Office in the adjoining County, or by personal contact. The list shall include the name, address, town/city, zip code, road route number, tax map section number, parcel number, lot number, and subdivision. The list shall be typewritten or printed legibly. Failure to list all adjoining landowners could delay the process.

1. Name: Doris Casey

Mailing Address: 203 Chell Rd Joppa MD 21085

Physical Address: _____

Tax Map Section: 137 Parcel: 100 Lot: _____ Subdivision: _____

2. Name: Bellefont Corp

Mailing Address: 20 Wingo Rd Dillwyn VA 22826

Physical Address: _____

Tax Map Section: 137 Parcel: 82 Lot: _____ Subdivision: _____

3. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

4. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

6. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ **Parcel:** _____ **Lot:** _____ **Subdivision:** _____

7. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ **Parcel:** _____ **Lot:** _____ **Subdivision:** _____

8. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ **Parcel:** _____ **Lot:** _____ **Subdivision:** _____

9. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ **Parcel:** _____ **Lot:** _____ **Subdivision:** _____

10. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ **Parcel:** _____ **Lot:** _____ **Subdivision:** _____

11. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ **Parcel:** _____ **Lot:** _____ **Subdivision:** _____

ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This 23rd day of Jan, year 2025

I Donald Applegate hereby make oath that
(printed name of owner/contract purchaser/authorized agent)

the list of adjoining landowners is a true and accurate list as submitted with my application.

Signed: (to be signed in front of notary public)

Donald Applegate

(owner / contract purchaser / authorized agent – please circle one)

NOTARY:
COMMONWEALTH OF VIRGINIA

COUNTY OF Buckingham

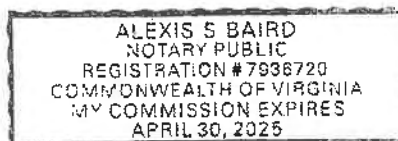
STATE OF Virginia

Subscribed and sworn to me on the 23 day of January

of the year 2025. My Commission expires on Apr 30 2025

Notary Public Signature: Alexis S. Baird

Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 23rd day of Jan, of the year 2025

I Donald E Applegate (printed name of owner)
hereby make oath that no member of the Buckingham County Board of Supervisors nor
the Buckingham County Planning Commission has interest in such property either
individually, or by ownership of stock in a corporation owning such land, or by
partnership, or as a holder of ten percent (10%) or more of the outstanding shares of
stock in or as a director or officer of any corporation owning such land, directly or
indirectly by such members of his/her immediate household, except as follows:

Signature of Owner: (to be signed in front of notary public)

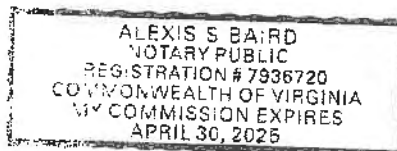
Donald E Applegate

NOTARY PUBLIC
COUNTY OF Buckingham STATE OF Virginia

Subscribed and sworn to me on this 23 day of January

of the year 2025. My commission expires Apr 30, 2025

Notary Public Signature: Alexis S. Baird
Stamp:



**CULTURAL RESOURCE ASSESSMENT AND RECORD CHECK FOR
PENDING DEVELOPMENT APPLICATIONS**

Case Number / File Name: _____

Visual Inspection Findings (describe what is on the property now):

Three bedroom brick ranch
2 car detached garage

County Records Check (describe the history of this property):

Residential Dwelling

Were any historical sites or gravesites found on site, or be suspected by a reasonable person to be on the site? Yes _____ No ☒

If yes, please explain and show on the site plan the location of such and explain any historical significance:

Will this proposal have any impact on the historical site or gravesite? Yes _____ No ☒

If yes, please explain any impact:

Owner/Applicant Signature: D. Applegate Date: 1/23/25

Printed Name: Donald Applegate Title: owner

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: Donald Applegate

Location: 17534 E James Anderson Hwy, Dillwyn, VA 23936

Proposed Use: Auto Repair Shop

For VDOT use only:

_____ A Traffic Impact Statement is required per 24 VAC 30-155-60.

_____ A Traffic Impact Statement is not required. The traffic generated by the proposed zoning change / development does not exceed normal thresholds.

_____ The Traffic Impact Analysis has been waived by the Zoning / Planning Department for the following reasons:

Does the existing entrance meet VDOT requirements for the proposed use?

Yes _____ No _____ If no, please explain the necessary steps to bring into compliance with the requirements for the proposed use:

Signature of VDOT Resident Engineer: _____

Printed Name: _____ Date: _____

SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this _____ day of _____, in the year of _____,

I _____ the owner of _____
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint _____
(printed name)

my true and lawful attorney-in-fact, and in my name, place, and stead give unto him/her said full power and authority to do and perform all acts and make all representation necessary, without limitation whatsoever, to make application for said zoning. The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on the day _____ of the month _____ in the year of _____ and shall remain in full force and effect thereafter until actual notice by certified mail with return receipt requested is received by the Zoning / Planning Office of Buckingham County stating that the terms of this power have been revoked or modified.

Signature of Landowner (to be signed in front of Notary Public):

NOTARY PUBLIC

County of _____ State of _____

Subscribed and sworn before me on the _____ day of _____

in the year _____. My commission expires _____.

Signature of Notary Public: _____

Stamp:

N/A

WRITTEN NARRATIVE

The Written Narrative shall describe the relationship of the proposed project to the relevant components of the Comprehensive Plan. Please be very detailed and describe in depth each and every component 1 through 15. The following outline is provided to aid you in preparing the written narrative:

1. Land Use
2. Community Design
3. Cultural Resources
4. Economic Development
5. Environment
6. Fire and Rescue, Law Enforcement
7. Housing
8. Libraries
9. Parks and Open Spaces
10. Potable Water
11. Sewage
12. Schools
13. Telecommunications
14. Transportation
15. Solid Waste

If this proposal is for an event, describe the handling of the entire event, including but not limited to: number of participants, schedule of events, police, security, food, beverages, water, sanitation, emergencies, crowd control, entrances and exits, traffic control, signage, advertisement, parking, fee collection, control of animals, trash disposal, site clean-up, fighting, alcohol, abuse of alcohol and/or illegal substances

Jan 23rd 2025

Buckingham County Planning Board,

My name is Donald Applegate, I have been a ASE Certified Master Technician since 1997. I purchased a home located at 17534 E. James Anderson Hwy in Jan of 2024. On the two acre property is a three bedroom home and a detached two car garage with extra shop space located at the rear of the property. I believe the garage will serve better for the community as a small independent Va. State Inspection Facility and repair shop. I have all the tools, experience, and necessary equipment to operate a business of this nature.

My goals are to start and build a reliable business to serve the citizens of Buckingham County and surrounding areas. Into the future, I foresee providing jobs, community support, i.e. local school sports, first aid and fire companies, etc. Other goals are to join the Chamber of Commerce and participate in County functions. The business will abide by safety standards, recycling regulations, fluid capture and containment and disposal for environmental protection. Scrap metal from vehicle repairs will also be recycled.

The location is well suited to have no more than 10-15 vehicles at one time at the facility. No vehicles will be allowed to stay more than 10 days. There is no intention of starting any sort of scrap / junk yard or having an unsightly location.

The name of the business would be Church Automotive. The name reflects the devotion, and abilities that the business will maintain for the community. If any conflicts should arise they will be handled in a professional and friendly manner for the customer.

I thank you for your time and consideration with this proposal.

Don Applegate
Church Automotive
Bringit.toChurch@gmail.com
864-634-3195

SIGNAGE AT PROPERTY

The Buckingham County Zoning Ordinance requires the following:

The applicant in any case which requires a public hearing shall post signs furnished by the agent on each parcel involved at least 21 days prior to the public hearing indicating that a public hearing is eminent, the date, a rezoning issue, and a County contact number. The signs shall be placed on the VDOT right-of-way closest to the applicant's property line and shall be clearly visible from the road with bottom of the sign not less than one and one half feet above the ground. If more than one public road abuts the property, the signs shall be placed in the same manner as above for each abutting road. If no road abuts a property, then the agent shall define an area for the signs. The agent may ask the applicant that the sign be moved to another area either on the property to achieve greater public visibility. The applicant shall be responsible for keeping the signs free from grass, weeds, and any other plants or vines that may obstruct the public's view. The applicant shall contact the Virginia Department of Transportation for any information concerning where the right-of-way is located. The applicant shall be responsible for the signs should VDOT or their contractor conduct mowing or clearing of the right-of-way in the area where the sign is located.

Any signs required shall be maintained at all times by the applicant up to the time of the final public hearing. No person, except the applicant or the agent or an authorized agent of either, shall remove or tamper with any sign furnished during the period it is required to be maintained under this section. All signs erected under this ordinance shall be removed by the applicant within 15 days following a decision at the final public hearing and shall be returned to the agent. The applicant shall purchase the signs at a fee as determined by the Board of Supervisors and shall be non-refundable. The applicant shall be responsible for the replacement of the sign(s) and shall contact the agent as soon as possible for another sign to be replaced as the manner described above. Should the sign(s) have to be replaced more than twice, this section shall no longer be forced upon the applicant.

I have read, understand and agree to the above requirements.

Applicant/Owner: _____

Date: 1/23/25

TENTATIVE SCHEDULE FOR A SPECIAL USE PERMIT

The application, site plan, written narrative, and all information requested in this application must be filled out in its entirety and supplied to the Buckingham Zoning / Planning Office and the fee must be paid before this case will be allowed to move forward.

Case will be introduced at a regularly scheduled Planning Commission meeting held on the fourth Monday of every month. Planning Commission may set a Public Hearing at this time to be held during a regularly scheduled meeting. Public Hearings offer an opportunity for citizens to speak concerning the case.

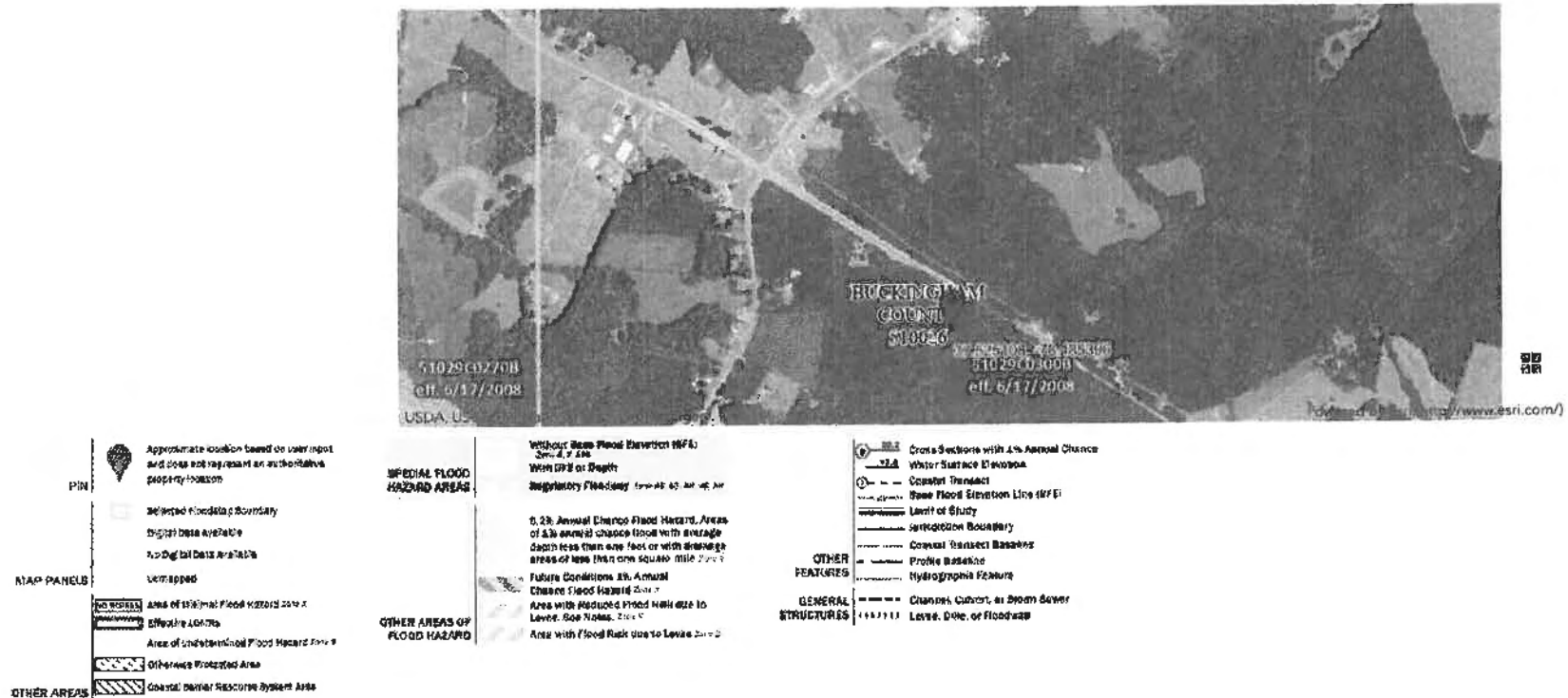
Following the Planning Commission Public Hearing, the Planning Commission may make a recommendation to approve / deny / or table the case for more information. Once the Planning Commission makes a recommendation to approve or deny, this recommendation will be forwarded to the Board of Supervisors at their next regularly scheduled meeting. The Board of Supervisors meetings are held on the second Monday of every month. The Board of Supervisors may set a Public Hearing at this time to be held during a regularly scheduled meeting. The Board of Supervisors will make the final decision to approve or deny the application after the public hearing.

Example Timeline:

- | | |
|-------------|--|
| January 25 | Case is introduced to Planning Commission. Planning Commission sets Public Hearing for next regularly scheduled meeting on February 22. |
| February 22 | Planning Commission Public Hearing. Planning Commission recommends to approve / deny / or table for more information. Once the Planning Commission reaches a decision to approve or deny, this recommendation will be forwarded to the Board of Supervisors at their next regularly scheduled meeting. |
| March 8 | Case is introduced to Board of Supervisors. |
| April 12 | Board of Supervisors may approve / deny / table for more information. |

The Planning Commission and the Board of Supervisors has a right to call extra public hearings at their discretion if the Board(s) decide they are needed.

You or your agent are encouraged to attend these meetings to answer any questions that may arise concerning your application / proposal. The County strongly encourages the applicant to visit the area around his proposed site and understand what the adjoining landowner concerns are.



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[Office of the Inspector General \(https://www.oig.dhs.gov/\)](https://www.oig.dhs.gov/)
[Strategic Plan \(https://www.fema.gov/about/strategic-plan\)](https://www.fema.gov/about/strategic-plan)
[Whitehouse.gov \(https://www.whitehouse.gov\)](https://www.whitehouse.gov/)
[DHS.gov \(https://www.dhs.gov\)](https://www.dhs.gov/)
[Ready.gov \(https://www.ready.gov\)](https://www.ready.gov/)
[USA.gov \(https://www.usa.gov\)](https://www.usa.gov/)
[DisasterAssistance.gov \(https://www.disasterassistance.gov/\)](https://www.disasterassistance.gov/)

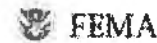


<https://www.oig.dhs.gov/hotline>

Official website of the Department of Homeland Security

Feedback

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

78°29'56"W 37°31'45"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE)
	With BFE or Depth
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
	Future Conditions 1% Annual Chance Flood Hazard
	Area with Reduced Flood Risk due to Levee. See Notes.
	Area with Flood Risk due to Levee
OTHER AREAS	Area of Minimal Flood Hazard
	Effective LOMRs
	Area of Undetermined Flood Hazard
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
OTHER FEATURES	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
MAP PANELS	Digital Data Available
	No Digital Data Available
	Unmapped

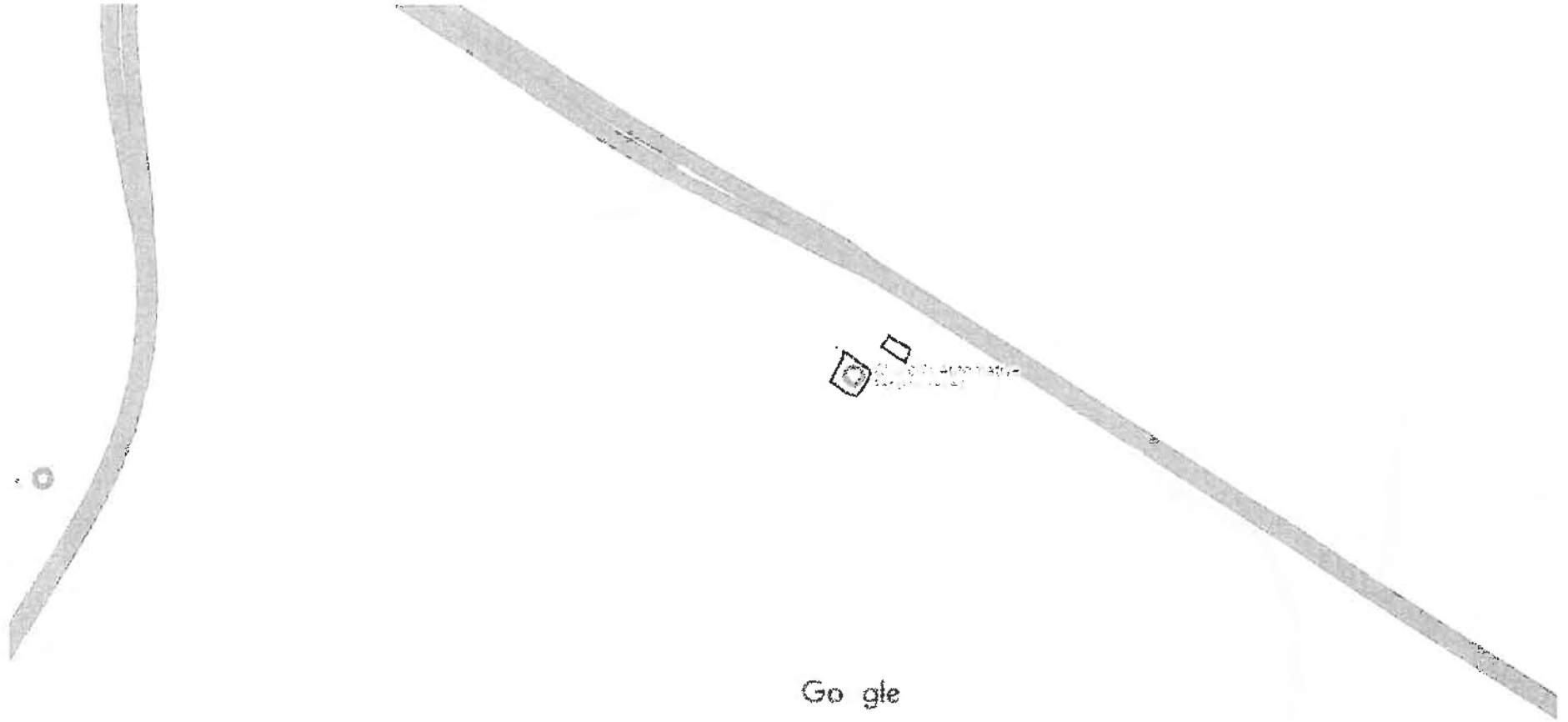
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/2/2024 at 11:53 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Go gle Maps



Go gle

Map data ©2024 Google 200 ft



Google Maps 17534 E James Anderson Hwy

Dillwyn, Virginia

Google Street View

Aug 2023 See more dates



Image capture: Aug 2023 © 2024 Google



Google Maps 17534 E James Anderson Hwy

Dillwyn, Virginia

Google Street View

Aug 2023 See more dates

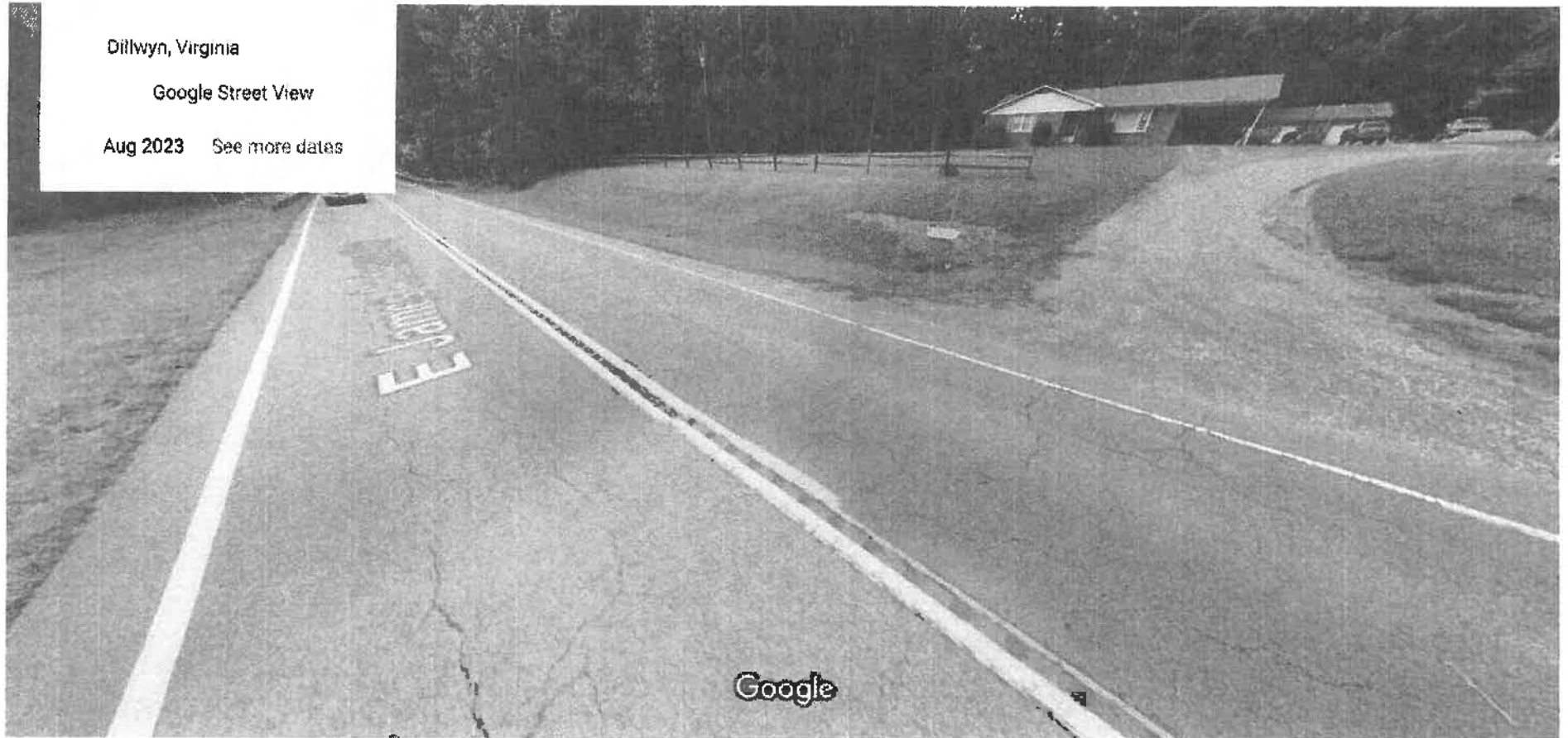
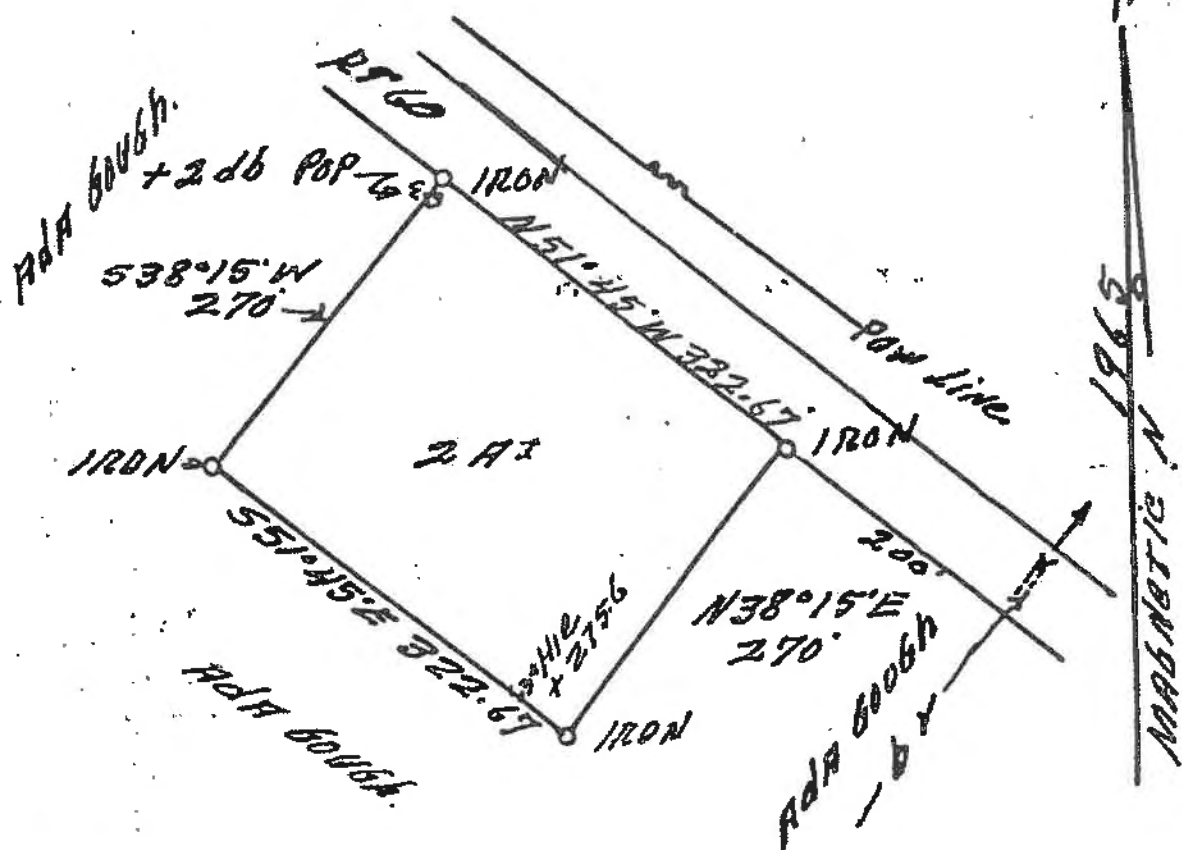


Image capture: Aug 2023 © 2024 Google



123



ALEXANDER H. & BARBARA REID

2 A±

PART OF AdA B. 6006h, TRACT

RED DB 61 P 504

CURDSVILLE DIST. BUCKINGHAM CO VA

SCALE: 1 IN = 150 FT. SURV 6-12-65

TS.Y.

Carroll Ellispie C1598

#2024-98

BOOK 514 PAGE 274

Record and return to: Terri Atkins Wilson, P.C.

PREPARED BY:

TERRI ATKINS WILSON, VSB #24985

Consideration: \$205,000.00

Assessed Value: \$146,000.00

TERRI ATKINS WILSON, P.C.

117 North Main Street

Farmville, VA 23901

434-392-1422

Title Insurance Company:

Fidelity National Title

TM #138-39

THIS DEED made and dated this 23rd day of January, 2024,
by and between WILLIAM M. GOUGE, JR., hereinafter called
Grantor, and DONALD APPEGATE, hereinafter called Grantee,
whose address is 17534 E. James Anderson Hwy, Dillwyn, VA
23936.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS
(\$10.00) and other good and valuable consideration, the receipt
of which is hereby acknowledged, the Grantor does hereby GRANT,
BARGAIN, SELL and CONVEY with GENERAL WARRANTY and ENGLISH
COVENANTS OF TITLE, unto the Grantee, in and to the following
described real estate, to-wit:

SEE SCHEDULE "A" ATTACHED

This conveyance is made subject to all recorded easements,
conditions, restrictions and reservations appearing of record
which affect the said property.

The Grantor covenants that he has the right to convey such
lands to the Grantee; that he has done no act to encumber such
lands; that the Grantee shall have quiet possession of such
lands free from all encumbrances; and that he will execute such
further assurances of such lands as may be requisite.

BOOK 514 PAGE 275

WITNESS the following signature and seal:

William M. Gough, Jr. (SEAL)
WILLIAM M. GOUGH, JR.

STATE OF VIRGINIA

COUNTY OF PRINCE EDWARD, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that William M. Gough, Jr., whose name is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 23rd day of January, 2024.

Theresa L. Marsh
Notary Public

My commission expires:

7-31-25



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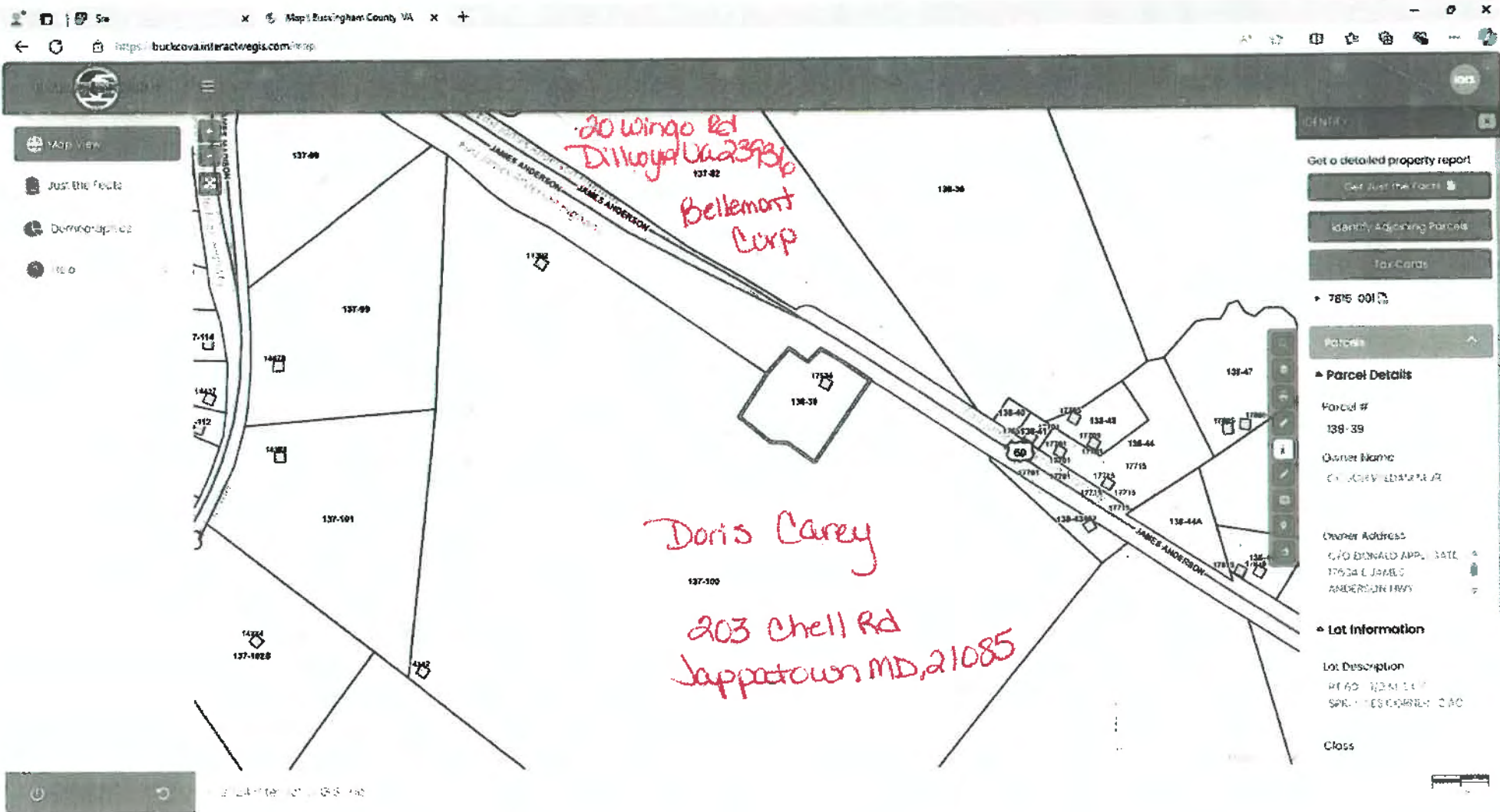
Commonwealth of Virginia
County of Buckingham
17534 E. James Anderson Hwy, Dillwyn, VA 23936
Tax Map#138-39

SCHEDULE A

ALL THAT CERTAIN TRACT or parcel of land, with improvements thereon and appurtenances thereunto, belonging situated in Curdsville Magisterial District, Buckingham County, Virginia, containing 2.00 acres, more or less, being bounded on the northeast by U.S. Route #60, and on the southeast, southwest and northwest by lands now or formerly of Ada C. Gough. Said lands being more particularly described on a plat of survey prepared by Carroll Gillispie, CLS/SBC, dated June 12, 1965, and recorded in the Clerk's Office of the Circuit Court of Buckingham County, Virginia, in Deed Book 76, at Page 123. Reference is hereby made to said plat for a more particular metes and bounds description as if same were textually contained herein.

BEING the same property conveyed to William M. Gough, Jr., by Substitute Trustee's Deed from Specialized Inc., of Virginia, a Virginia corporation, Substitute Trustee, dated August 22, 2002 in the aforesaid Clerk's Office in Deed Book 280, at Page 741.

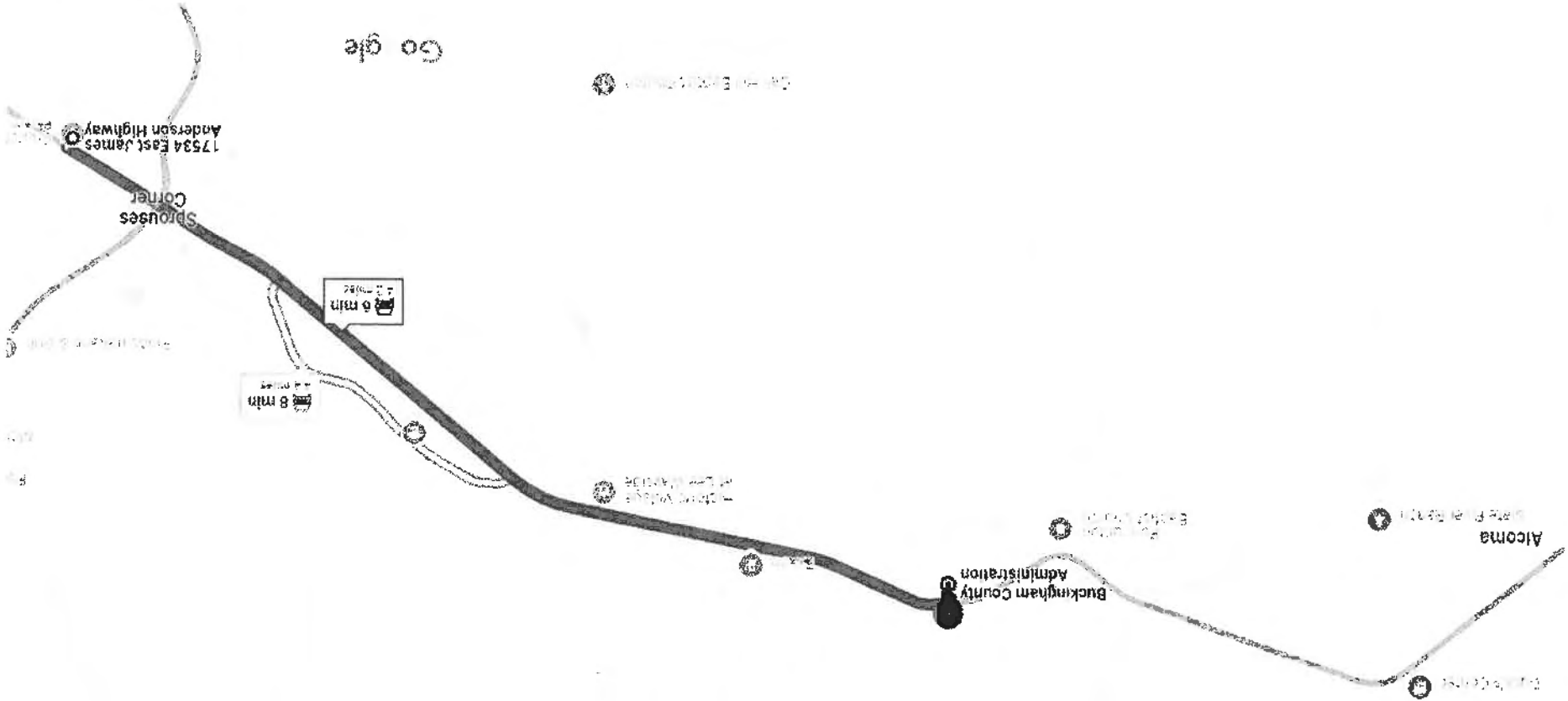
035 Rec Fee	3 00	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
St. R. Tax	512 50	
Cc. R. Tax	170 82	The foregoing instrument with acknowledgement
Transfer	1 00	was admitted to record on 1/25/2024
Clerk	14 50	at 11:20A M. in D.B. 514 Page(s) 271, 276
Lib.(145)	3 50	
T.T.F.	5 00	Instrument # 2024-98
Grantor Tax	205 00	Teste: JUSTIN D. MIDKIFF, CLERK
036 Proc Fee	20 00	BY: <i>Stenmiller</i> , DEPUTY CLERK
Total \$	935 33	



Church's Automotive (17534 E James Anderson Hwy) to Buckingham County Administration, 13380 W James Anderson Hwy, Buckingham, VA 23921

Drive 4.2 miles, 6 min

Go gle Maps



17534 E James Anderson Hwy
Dillwyn, VA 23936

1. Head northwest on US-60 W toward Anchor Point Ln

4.1 mi

2. Turn left

348 ft



Google Maps 17534 E James Anderson Hwy

Dillwyn, Virginia

Google Street View

Aug 2023 See more dates



Image capture: Aug 2023 © 2024 Google



Google Maps 17534 US-60

Dillwyn, Virginia

Google Street View

Aug 2023 See more dates



Image capture: Aug 2023 © 2024 Google



Google Maps 17534 US-60

Dillwyn, Virginia

Google Street View

Aug 2023 See more dates



Image capture: Aug 2023 © 2024 Google



Google Maps 17534 US-60

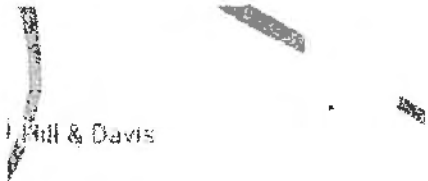
Dillwyn, Virginia

Google Street View

Aug 2023 See more dates



Image capture: Aug 2023 © 2024 Google



9/2/24, 11:28 AM

17534 E James Anderson Hwy - Google Maps



Church's Automative

Building



Directions



Saved



Nearby



Send to
phone



Share



Saved in Favorites



Add note

View list



17534 E James Anderson Hwy, Dillwyn, VA 23936

Photos

Google Maps 17534 US-60



Dillwyn, Virginia

Google Street View

Aug 2023 See more dates

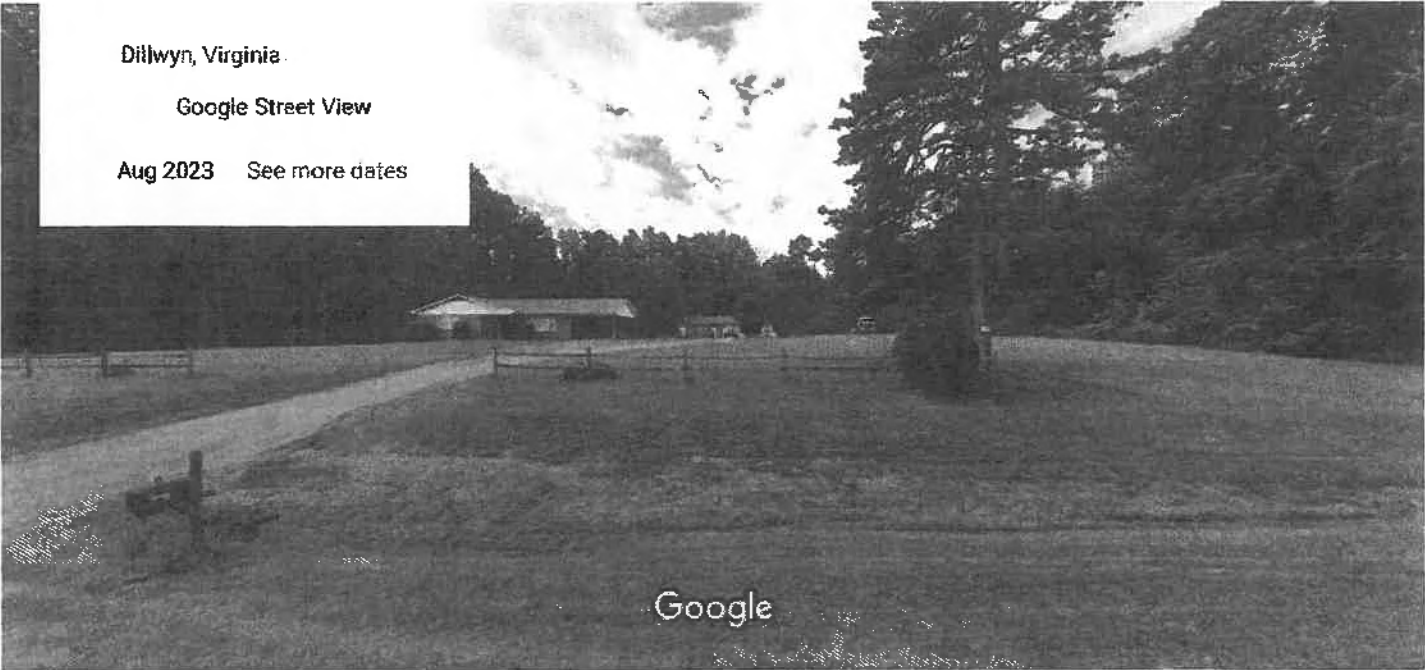


Image capture: Aug 2023 © 2024 Google





Google Maps 17534 US-60



Dillwyn, Virginia

Google Street View

Aug 2023 See more dates

Image capture: Aug 2023 © 2024 Google



Google Maps 17534 US-60

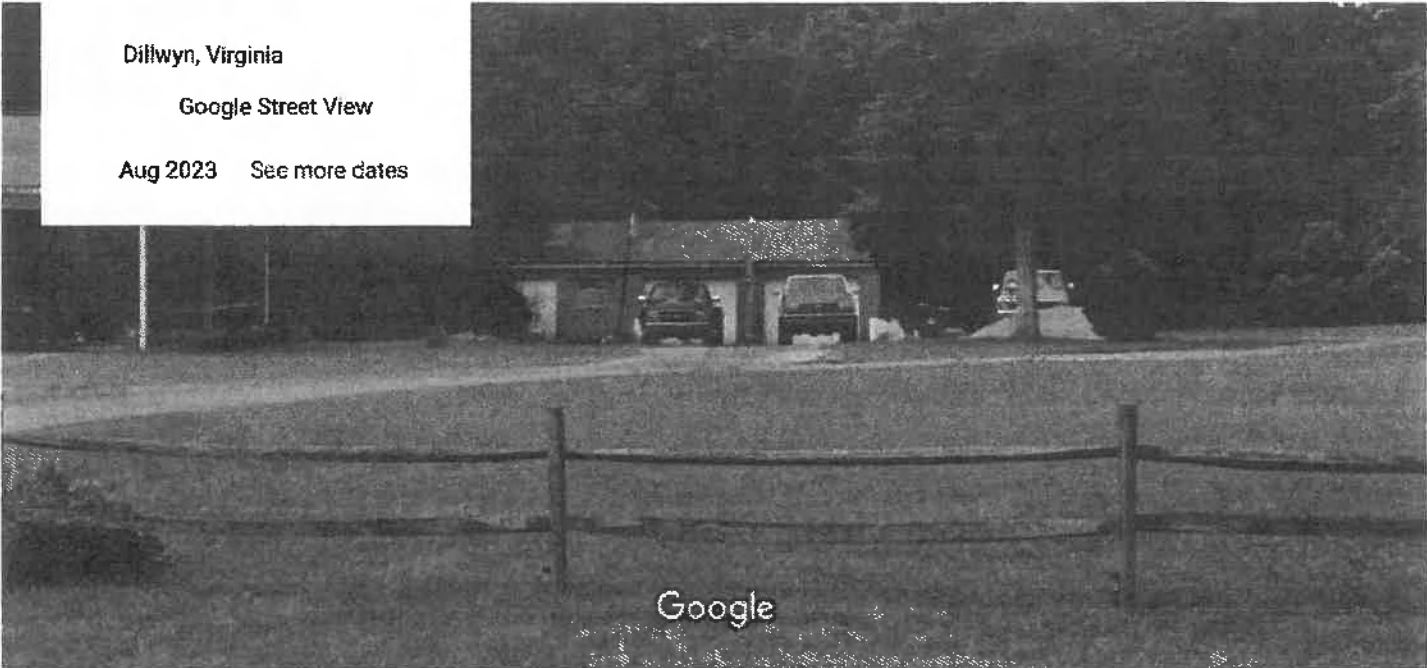
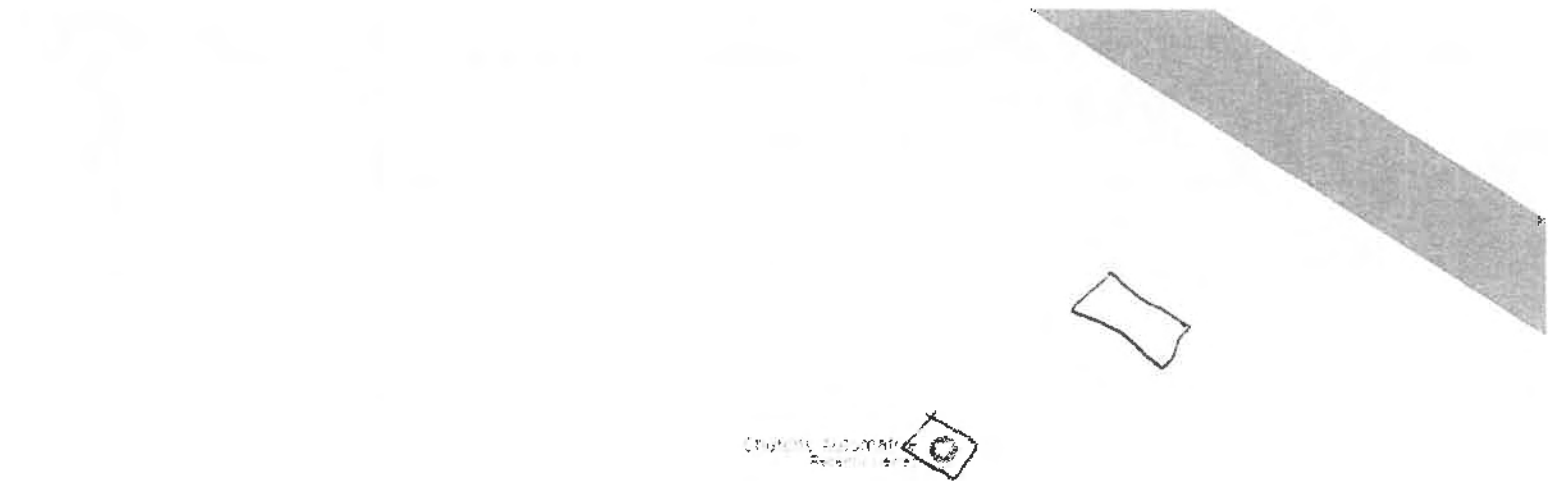


Image capture: Aug 2023 © 2024 Google



Google Maps



Google

Map data ©2024 Google 50 ft



T A X R E C E I P T

BUCKINGHAM COUNTY
 CHRISTY L CHRISTIAN, TREASURER
 (434) 969-4744
 POST OFFICE BOX 106
 BUCKINGHAM VA 23921

Ticket #:00001890001 @@

Date : 1/24/2025
 Register: TC4/TC1
 Trans. #: 51486
 Dept # : SPUSE
 Acct# :

SPECIAL USE PERMIT - ZONING
 138 39

Previous		
Balance	\$.00
Principal Being Paid	\$	200.00
Penalty	\$.00
Interest	\$.00

APPLEGATE DONALD

Amount Paid	\$	200.00
-------------	----	--------

*Balance Due	\$.00
Cash		200.00

Pd by APPLEGATE DONALD
 BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 1/2025

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: _____

Location: _____

Proposed Use: _____

For VDOT use only:

_____ A Traffic Impact Statement is required per 24 VAC 30-155-60.

☒ A Traffic Impact Statement is not required. The traffic generated by the proposed zoning change / development does not exceed normal thresholds.

_____ The Traffic Impact Analysis has been waived by the Zoning / Planning Department for the following reasons:

Does the existing entrance meet VDOT requirements for the proposed use?

Yes ☒ No _____ If no, please explain the necessary steps to bring into compliance with the requirements for the proposed use:

The Department has evaluated the existing access to the subject property and finds that it is acceptable for the intended use as a small scale inspection facility/inspection shop. The access complies with the Department's Road Design Manual, Appendix F Low Volume Commercial Entrance standards. No improvements are necessary.

Signature of VDOT Resident Engineer: **Brian Lokker, P.E.**
Digitally signed by Brian Lokker, P.E.
Date: 2025.02.07 08:51:42 -05'00'

Printed Name: **B. Lokker, Asst Res Eng** Date: **2-7-25**

**Buckingham County Board of Supervisors
Notice of Public Hearing
Monday, August 11, 2025
Buckingham County Administration Building
13380 W. James Anderson Highway
Buckingham, Virginia
6:00 p.m.**

The Buckingham County Board of Supervisors will hold a public hearing on Monday, August 11, 2025 to hear public input regarding the following:

1. **Case 24-SUP353** Donald Applegate; Tax Map 138 Parcel 39 containing approximately 2 acres located at 17534 E. James Anderson Hwy, Dillwyn, Curdsville Magisterial. Zoned A-1. District: Request to obtain a Special Use Permit to operate a commercial garage and auto repair shop*
2. **Case 25-SUP356** Mary and Charles Houchens; Tax Map 173 Parcel 43 containing approximately 3 acres located at 515 Cattail Creek Road, Dillwyn, Va; District 2; currently zoned A-1 Agricultural; request to obtain a Special Use Permit to Operate a Commercial Garage and Auto Repair Shop*
3. **Case 25-SUP358** Stacey Maslyn; Tax Map 190 Parcel 32; 29.5 acres located at 2612 Plank Road, Dillwyn, Magisterial District 2; Currently Zoned A-1; Request to Obtain a Special Use Permit for the purpose of operating a Bed and Breakfast/Short Term Rental including but not limited to AirBnB, VRBO, Etc.*

The meeting will begin at 6:00 p.m. in the Peter Francisco Auditorium of the Buckingham County Administration Complex at 13380 W. James Anderson Hwy, Buckingham, Virginia 23921. **You must attend the meeting to comment and sign up to speak prior to the meeting. Sign up time is between 5:30 p.m. and 5:55 p.m.**

A copy of the material for the above referenced hearing is available for review in the Office of the Buckingham County Zoning Administrator; 13380 West James Anderson Highway, P.O. Box 252, Buckingham, Virginia, 23921, on regular business days of Monday through Friday from 8:30 A.M. to 4:30 P.M.

By Order of the Buckingham County Board of Supervisors
Karl Carter, County Administrator

NOTICE OF PUBLIC HEARING

Monday, August 11, 2025

Buckingham County Administration Building

13380 W. James Anderson Highway

Buckingham, Virginia

6:00 p.m.

The Buckingham County Board of Supervisors will hold a public hearing on **Monday, August 11, 2025** to hear public input regarding the following:

- 1. Case 24-SUP353** - Donald Applegate; Tax Map 138 Parcel 39 containing approximately 2 acres located at 17534 E. James Anderson Hwy, Dillwyn, Curdsville Magisterial. Zoned A-1. District: Request to obtain a Special Use Permit to operate a commercial garage and auto repair shop*
- 2. Case 25-SUP356** - Mary and Charles Houchens; Tax Map 173 Parcel 43 containing approximately 3 acres located at 515 Cattail Creek Road, Dillwyn, Va; District 2; currently zoned A-1 Agricultural; request to obtain a Special Use Permit to Operate a Commercial Garage and Auto Repair Shop*
- 3. Case 25-SUP358** - Stacey Maslyn; Tax Map 190 Parcel 32; 29.5 acres located at 2612 Plank Road, Dillwyn, Magisterial District 2; Currently Zoned A-1; Request to Obtain a Special Use Permit for the purpose of operating a Bed and Breakfast/Short Term Rental including but not limited to AirBnB, VRBO, Etc.*

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By Order of the Buckingham County Board of Supervisors
Karl Carter, County Administrator



Karl R. Carter
County Administrator

E.M. Wright, Jr.
County Attorney

Buckingham County Board of Supervisors

Office of the County Administrator
13380 W. James Anderson

Highway

Post Office Box 252

Buckingham, Virginia 23921-0252

Telephone 434-969-4242

Fax 434-969-1638

www.buckinghamcountyva.org

Joe N. Chambers, Jr.
District 6 Supervisor
Chairman

Danny R. Allen
District 7 Supervisor
Vice-Chairman

Cameron Gilliam
District 2 Supervisor

Michael E. Palmore
District 3 Supervisor

Paul W. Garrett
District 4 Supervisor

Harry W. Bryant, Jr.
District 5 Supervisor

Dennis H. Davis, Jr.
District 1 Supervisor

Date: August 11, 2025

To: Buckingham County
Board of Supervisors

From: Nicci Edmondston, Zoning Administrator

Re: Public Hearing Case 25-SUP356

Applicant: Mary & Charles Houchens
515 Cattail Creek Road
Dillwyn VA 23936

Property Information: Tax Map 173 Parcel 43, 3 acres, located at 515 Cattail Creek Road
Dillwyn VA 23936, District 2.

Zoning District: Agricultural District (A-1)

Request: To Obtain a Special Use Permit to Operate a Commercial Garage and Auto Repair Shop

Background/Zoning Information: The property is located on Tax Map 173 Parcel 43, located at 515 Cattail Creek Road Dillwyn VA 23936. The landowners and applicants are Mary and Charles Houchens. The property is zoned Agriculture (A-1). The Zoning Ordinance does not permit a Commercial Garage and Auto Repair Shop as a by right permitted use. However, within A-1 Agriculture Zoning District, a Commercial Garage and Auto Repair Shop may be permitted by the Buckingham County Board of Supervisors by a Special Use Permit following recommendation by the Planning Commission in accordance with this ordinance and the Code of Virginia. The Planning Commission may recommend and the Board may impose conditions to ensure protection of the district if the Special Use Permit is approved. The application and narrative are attached.

Below are conditions that you may consider attaching to the request if approved:

1. That all federal, state and local regulations, ordinances and laws be strictly adhered to.
2. Right of ways and roadway shoulders shall not be used for parking.
3. The property shall be kept neat and orderly.

4. That the applicant pursues a commercial solid waste container and follow the County Solid Waste Ordinance.
5. There shall be no more than 10 inoperable vehicles and/or machinery/equipment outside of the main structure at any time.
6. That all documentation submitted by the applicant in support of this special use permit request becomes a part of the conditions except that any such documentation that may be inconsistent with these enumerated conditions shall be superseded by these conditions.
7. Nothing in this approval shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.
8. The County Zoning Administrator and one other County staff member, as appointed by the County Administrator, shall be allowed to enter the property, with proper notice, if a complaint is registered against the property for noncompliance with this permit. Any complaints not solely related to this permit will be given to the appropriate department or agency.
9. In the event that any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable
10. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the special use permit, if it be the wishes of the Board of Supervisors.
11. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.
12. Applicants/Landowners must install a privacy fence, 6-8' tall board fence, across the front property line prior to operation of auto garage and repair shop.

SPECIAL USE PERMIT APPLICATION CHECKLIST
BUCKINGHAM COUNTY OFFICE OF ZONING AND PLANNING MINIMUM SUBMISSION
REQUIREMENTS

The following table lists the information necessary to review a special use application. All items are required, unless otherwise stated, and must be submitted in order for the application to be accepted for review. This completed checklist must be submitted with the application.

Adjacent Property Owners List and Affidavit (pages 4, 5 & 6 attached). This list can be obtained from the Clerk of Courts Office: ☒ YES ☐ NO

Completed application for special use permit (page 3 attached). If not signed by the owner, a Power of Attorney must accompany the application: ☒ YES ☐ NO

Interest Disclosure Affidavit (page 7 attached). Must be signed by the owner: ☒ YES ☐ NO

Power of Attorney (page 10 attached). Required if anyone other than the owner is signing the application form or proffer statement on behalf of the owner: ☒ YES ☐ NO

Written Narrative (page 11 guidance in preparing the Written Narrative): ☒ YES ☐ NO

Fees: ☒ YES ☐ NO

Deed: ☒ YES ☐ NO

Plat (15 copies). The plat information may be incorporated into the Special Use Permit General Site Plan, in which case, copies of a separate plat are not required. The plat must be prepared by a certified land surveyor or licensed civil engineer and contain the following:

- A. Bearings and distances of a scale of 1" = 100' or less for all property lines and existing and proposed zoning lines: ☒ YES ☐ NO
- B. Area of land proposed for consideration, in square feet or acres: ☒ YES ☐ NO
- C. Scale and north point: ☒ YES ☐ NO
- D. Names of boundary roads or streets and widths of existing right-of-ways: ☒ YES ☐ NO

Tax Map (15 copies). Identify property that special use is being considered for and identify by name all adjacent landowners.

Special Use General Site Plan (15 copies) The General Site Plan must contain the following:

1. Vicinity Map – Please show scale: YES NO N/A
2. Owner and Project Name: YES NO N/A
3. Parcel Identification numbers, name, present zoning, and zoning and use of all abutting or adjoining parcels: YES NO N/A
4. Property lines of existing and proposed zoning district lines: YES NO N/A
5. Area of land proposed for consideration, in square feet or acres: YES NO N/A
6. Scale and north point: YES NO N/A
7. Names of boundary roads or streets and widths of existing right-of-ways: YES NO N/A
8. Easements and encumbrances, if present on the property: YES NO N/A
9. Topography indicated by contour lines: YES NO N/A
10. Areas having slopes of 15% to 25% and areas having slopes of 25% or greater clearly indicated by separate shading devices (or written indication of "no areas having slopes of 15% to 25% or greater"): YES NO N/A
11. Water Courses to include the approximate location of the 100 year floodplain (if applicable) based on FEMA maps (or written indication of "not in floodplain"): YES NO N/A
12. Delineation of existing mature tree lines or written indication of "no mature tree lines": YES NO N/A
13. Proposed roads with right-of-way width that will connect with or pass through the subject property: YES NO N/A
14. General locations of major access points to existing streets: YES NO N/A
15. List of the proposed density for each dwelling unit type, and/or intensity of each non-residential use: YES NO N/A
16. Location of any open space and buffer areas, woodland conservation areas, storm water management facilities, and community and public facilities: YES NO N/A
17. Location of existing and proposed utilities, above or underground: YES NO N/A
18. Vehicular and pedestrian circulation plan, including traffic counts and typical street sections, right-of-way improvements, access points, travel ways, parking, loading, stacking, sidewalks, and trails: YES NO N/A
19. Layouts and orientation of buildings and improvements, building use, height, setbacks from property lines and restriction lines: YES NO N/A
20. Location and design of screening and landscaping: YES NO N/A
21. Building architecture: YES NO N/A
22. Site lighting proposed: YES NO N/A
23. Area of land disturbance in square feet and acres: YES NO N/A
24. Erosion and Sediment Control Plan submitted (10,000 square feet or more): YES NO N/A
25. Historical sites or gravesites on general site plan: YES NO N/A
26. Show impact of development of historical or gravesite areas: YES NO N/A
27. A copy of the current status of all real estate taxes of all property owned in Buckingham County. If real estate taxes are not current, an explanation in writing and signed by the owner shall accompany this application. Any liens or other judgments against property shall also be explained in writing and signed by the owner. YES NO N/A

APPLICATION FOR A SPECIAL USE PERMIT

CASE NUMBER: _____
(Case Number Assigned by Zoning Administrator)

DATE OF APPLICATION: March 30, 2025

Special Use Permit Request: to operate auto garage

Purpose of Special Use Permit: to be able to work on vehicles

Zoning District: _____ Number of Acres: 3

Tax Map Section: 173 Parcel: 43 Lot: _____ Subdivision: _____ Magisterial Dist.: _____

Street Address: 515 Cattail Creek Rd Dillwyn VA

Directions from the County Administration Building to the Proposed Site: Rt. 60 to R on Rt.

15 to L of Rt. 600 Plank Rd to R on Cattail Creek Rd

Name of Applicant: Mary Houchens/Charles Houchens

Mailing Address: 515 Cattail Creek Rd Dillwyn VA

Daytime Phone: 434-248-3800 Cell Phone: 434-531-9238

Email: mfhouchens4@gmail.com Fax: _____

Name of Property Owner: Charles & Mary Houchens

Mailing Address: 515 Cattail Creek Rd Dillwyn VA

Daytime Phone: 434-248-3800 Cell Phone: 434-531-9238

Email: mfhouchens4@gmail.com Fax: _____

Signature of Owner: Mary Houchens Date: 3/30/2025

Signature of Applicant: Mary Houchens Date: 3/30/2025

Please indicate to whom correspondence should be sent:

☒ Owner of Property ☐ Contractor Purchaser / Lessee ☐ Authorized Agent ☐ Engineer
☐ Applicant

ADJACENT PROPERTY OWNER'S LIST

(Required)

The applicant shall provide a list of all adjoining landowners, including subject property and all property immediately across the street/road from the subject property. Any body of water does not constitute a boundary line for this purpose, therefore a body of water and the property adjoining the subject property but separated by a body of water is still considered an adjoining landowner. County boundary lines and those adjoining property owners in the next County are considered adjoining property owners if the land adjoins the subject's property. Adjoining landowners can be verified through the Buckingham County Clerk of Courts or the Clerk's Office in the adjoining County, or by personal contact. The list shall include the name, address, town/city, zip code, road route number, tax map section number, parcel number, lot number, and subdivision. The list shall be typewritten or printed legibly. Failure to list all adjoining landowners could delay the process.

1. Name: Barry & Lisa Warner

Mailing Address: 1400 Cattail Creek Rd Dillwyn

Physical Address: 1400 Cattail Creek Rd Dillwyn

Tax Map Section: 173 Parcel: 44 Lot: A Subdivision: _____

2. Name: Perry Warner

Mailing Address: 652 Cattail Creek Rd Dillwyn

Physical Address: 652 Cattail Creek Rd Dillwyn

Tax Map Section: 173 Parcel: 44 Lot: B Subdivision: _____

3. Name: Perry Warner

Mailing Address: 652 Cattail Creek Rd Dillwyn

Physical Address: _____

Tax Map Section: 173 Parcel: 44 Lot: D Subdivision: _____

4. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

6. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

7. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

8. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

9. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

10. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

11. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This _____ day of _____, year _____,

I Mary Houchens hereby make oath that
(printed name of owner/contract purchaser/authorized agent)

the list of adjoining landowners is a true and accurate list as submitted with my application.

Signed: (to be signed in front of notary public)

Mary Houchens
(owner / contract purchaser / authorized agent -- please circle one)

NOTARY:
COMMONWEALTH OF VIRGINIA

COUNTY OF Buckingham

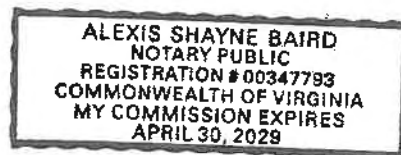
STATE OF Virginia

Subscribed and sworn to me on the 4 day of April

of the year 2025. My Commission expires on Apr 30 2029.

Notary Public Signature: Alexis S. Baird

Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 4 day of April, of the year 2025

I Mary Houchens (printed name of owner)
hereby make oath that no member of the Buckingham County Board of Supervisors nor
the Buckingham County Planning Commission has interest in such property either
individually, or by ownership of stock in a corporation owning such land, or by
partnership, or as a holder of ten percent (10%) or more of the outstanding shares of
stock in or as a director or officer of any corporation owning such land, directly or
indirectly by such members of his/her immediate household, except as follows:

Signature of Owner: (to be signed in front of notary public)

Mary Houchens

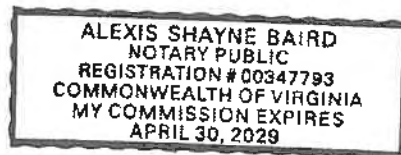
NOTARY PUBLIC Buckingham STATE OF Virginia
COUNTY OF

Subscribed and sworn to me on this 4 day of April

of the year 2025. My commission expires Apr 30 2029

Notary Public Signature: Alexis D. Baird

Stamp:



**CULTURAL RESOURCE ASSESSMENT AND RECORD CHECK FOR
PENDING DEVELOPMENT APPLICATIONS**

Case Number / File Name: _____

Visual Inspection Findings (describe what is on the property now):

Home and outbuildings

County Records Check (describe the history of this property):

Residential Use only

Were any historical sites or gravesites found on site, or be suspected by a reasonable person to be on the site? Yes _____ No ☒

If yes, please explain and show on the site plan the location of such and explain any historical significance:

Will this proposal have any impact on the historical site or gravesite? Yes _____ No ☒

If yes, please explain any impact:

Owner/Applicant Signature: Mary Houchens Date: 3/30/2025

Printed Name: Mary Houchens Title: Owner

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: Mary Houchens

Location: _____

Proposed Use: Garage - mostly personal use

For VDOT use only:

☒ A Traffic Impact Statement is required per 24 VAC 30-155-60.

☐ A Traffic Impact Statement is not required. The traffic generated by the proposed zoning change / development does not exceed normal thresholds.

☐ The Traffic Impact Analysis has been waived by the Zoning / Planning Department for the following reasons:

Does the existing entrance meet VDOT requirements for the proposed use?

Yes _____ No _____ If no, please explain the necessary steps to bring into compliance with the requirements for the proposed use:

Signature of VDOT Resident Engineer: _____

Printed Name: _____ Date: _____

SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this _____ day of _____, in the year of _____,

I _____ the owner of _____
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint _____
(printed name)

my true and lawful attorney-in-fact, and in my name, place, and stead give unto him/her said full power and authority to do and perform all acts and make all representation necessary, without limitation whatsoever, to make application for said zoning. The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on the day _____ of the month _____ in the year of _____ and shall remain in full force and effect thereafter until actual notice by certified mail with return receipt requested is received by the Zoning / Planning Office of Buckingham County stating that the terms of this power have been revoked or modified.

Signature of Landowner (to be signed in front of Notary Public):

NOTARY PUBLIC

County of _____ State of _____

Subscribed and sworn before me on the _____ day of _____

in the year _____. My commission expires _____.

Signature of Notary Public: _____

Stamp:

WRITTEN NARRATIVE

The Written Narrative shall describe the relationship of the proposed project to the relevant components of the Comprehensive Plan. Please be very detailed and describe in depth each and every component 1 through 15. The following outline is provided to aid you in preparing the written narrative:

1. Land Use
2. Community Design
3. Cultural Resources
4. Economic Development
5. Environment
6. Fire and Rescue, Law Enforcement
7. Housing
8. Libraries
9. Parks and Open Spaces
10. Potable Water
11. Sewage
12. Schools
13. Telecommunications
14. Transportation
15. Solid Waste

If this proposal is for an event, describe the handling of the entire event, including but not limited to: number of participants, schedule of events, police, security, food, beverages, water, sanitation, emergencies, crowd control, entrances and exits, traffic control, signage, advertisement, parking, fee collection, control of animals, trash disposal, site clean-up, fighting, alcohol, abuse of alcohol and/or illegal substances

To: Zoning Administration

Date: March 30, 2025

Re: Letter of Purpose for 515 Cattail Creek Rd

The purpose of applying for this special permit is to be able to work on our numerous vehicles and to be able to help our friends and family when they have mechanical issues.

Sincerely

Mary Houchens

SIGNAGE AT PROPERTY

The Buckingham County Zoning Ordinance requires the following:

The applicant in any case which requires a public hearing shall post signs furnished by the agent on each parcel involved at least 21 days prior to the public hearing indicating that a public hearing is eminent, the date, a rezoning issue, and a County contact number. The signs shall be placed on the VDOT right-of-way closest to the applicant's property line and shall be clearly visible from the road with bottom of the sign not less than one and one half feet above the ground. If more than one public road abuts the property, the signs shall be placed in the same manner as above for each abutting road. If no road abuts a property, then the agent shall define an area for the signs. The agent may ask the applicant that the sign be moved to another area either on the property to achieve greater public visibility. The applicant shall be responsible for keeping the signs free from grass, weeds, and any other plants or vines that may obstruct the public's view. The applicant shall contact the Virginia Department of Transportation for any information concerning where the right-of-way is located. The applicant shall be responsible for the signs should VDOT or their contractor conduct mowing or clearing of the right-of-way in the area where the sign is located.

Any signs required shall be maintained at all times by the applicant up to the time of the final public hearing. No person, except the applicant or the agent or an authorized agent of either, shall remove or tamper with any sign furnished during the period it is required to be maintained under this section. All signs erected under this ordinance shall be removed by the applicant within 15 days following a decision at the final public hearing and shall be returned to the agent. The applicant shall purchase the signs at a fee as determined by the Board of Supervisors and shall be non-refundable. The applicant shall be responsible for the replacement of the sign(s) and shall contact the agent as soon as possible for another sign to be replaced as the manner described above. Should the sign(s) have to be replaced more than twice, this section shall no longer be forced upon the applicant.

I have read, understand and agree to the above requirements.

Applicant/Owner: Mary Houchens

Date: 3/30/25

TENTATIVE SCHEDULE FOR A SPECIAL USE PERMIT

The application, site plan, written narrative, and all information requested in this application must be filled out in its entirety and supplied to the Buckingham Zoning / Planning Office and the fee must be paid before this case will be allowed to move forward.

Case will be introduced at a regularly scheduled Planning Commission meeting held on the fourth Monday of every month. Planning Commission may set a Public Hearing at this time to be held during a regularly scheduled meeting. Public Hearings offer an opportunity for citizens to speak concerning the case.

Following the Planning Commission Public Hearing, the Planning Commission may make a recommendation to approve / deny / or table the case for more information. Once the Planning Commission makes a recommendation to approve or deny, this recommendation will be forwarded to the Board of Supervisors at their next regularly scheduled meeting. The Board of Supervisors meetings are held on the second Monday of every month. The Board of Supervisors may set a Public Hearing at this time to be held during a regularly scheduled meeting. The Board of Supervisors will make the final decision to approve or deny the application after the public hearing.

Example Timeline:

- | | |
|--------------------|--|
| January 25 | Case is introduced to Planning Commission. Planning Commission sets Public Hearing for next regularly scheduled meeting on February 22. |
| February 22 | Planning Commission Public Hearing. Planning Commission recommends to approve / deny / or table for more information. Once the Planning Commission reaches a decision to approve or deny, this recommendation will be forwarded to the Board of Supervisors at their next regularly scheduled meeting. |
| March 8 | Case is introduced to Board of Supervisors. |
| April 12 | Board of Supervisors may approve / deny / table for more information. |

The Planning Commission and the Board of Supervisors has a right to call extra public hearings at their discretion if the Board(s) decide they are needed.

You or your agent are encouraged to attend these meetings to answer any questions that may arise concerning your application / proposal. The County strongly encourages the applicant to visit the area around his proposed site and understand what the adjoining landowner concerns are.



OFFICIAL RECEIPT
BUCKINGHAM CIRCUIT COURT
MISCELLANEOUS

DATE : 03/31/2025

TIME : 12:31:31

CASE # : 029CGM250000217

RECEIPT # : 25000001413

TRANSACTION # : 25033100017

CASHIER : KQK

REGISTER # : H358

FILING TYPE : COPY

TYPE : FULL PAYMENT

ACCOUNT OF : HOUCHEMS, MARY

RECEIVED OF : HOUCHEMS, MARY

CHECK : \$2.00

CHECK NUMBER : 1091

DESCRIPTION 1 : COPY FEES

ACCOUNT CODE	DESCRIPTION	PAID
236	DOC. REPRO. COSTS	\$2.00
425	CERT DIGITAL COPY	\$0.00

TENDERED : \$ 2.00

AMOUNT PAID : \$ 2.00

#2021-1433

BOOK 486 PAGE 241

Map Parcel #173-43

Consideration: \$40,000.00

Assessment: \$64,300.00

Title insurance provided by:

Old Republic National Title Insurance Company

Prepared by:

Cheryl Carlson Wood, VSB#19389

Law Office of Wood & Wood, P.C.

1801 Libbie Avenue, Suite 102

Richmond, VA 23226

Trinity Title and Settlement
P.O. Box 923
Prince George, VA 23875

THIS DEED, made this 6TH day of July, 2021, by and between ALLEN ROSS, III,
Devisee under the Will of Caroline G. Holman, a/k/a Caroline Holman, Deceased,
Grantor, and CHARLES HOUCHENS and MARY HOUCHENS, Grantees.

WITNESSETH

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and
valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does
hereby grant and convey, with SPECIAL WARRANTY of Title, unto the Grantees, as
tenants by the entirety with the right of survivorship as at common law. the following
described real estate, to wit:

SEE SCHEDULE "A" ATTACHED HERETO AND

MADE A PART HEREOF

This deed is made expressly subject to all other covenants, restrictions, and easements
now of record on said property as the same may lawfully apply.

WITNESS the following signature and seal:

Allen Ross, III

Allen Ross, III, Devisee under the
Will of Caroline G. Holman, a/k/a
Caroline Holman, Deceased

STATE OF VIRGINIA

CITY/COUNTY of Buckingham, to wit:

The foregoing deed was acknowledged before me by **Allen Ross, III, Devisee under the Will of Caroline G. Holman, a/k/a Caroline Holman, Deceased** this 9th day of July, 2021.

My Commission Expires: 1-31-2024

Lisa H Warner

Notary Public



Grantee's address:

515 Cattail Creek Rd
Dillwyn, VA 23936

BOOK 486 PAGE 243

SCHEDULE "A"

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being situate in Curdsville District, Buckingham County, Virginia, containing three(3) acres, more or less, said lands being bounded on the east by Virginia Secondary Route #754, and on the south, north and west by lands now or formerly owned by W.B. Atwater and Dorothy E. Atwater; and as shown on plat entitled, "Survey Showing Tax Map 372-125, Parcel 450, The Caroline G. Holman Property, Curdsville District, Buckingham County, Virginia," made by Robert L. Lum Land Planning Surveying, dated August 15, 1986, and recorded August 25, 1986, in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed book 142, pages 328, 329, to which plat reference is hereby made for a more particular description of the real estate hereby conveyed.

BEING the same real estate conveyed to Caroline Holman by Special Warranty Deed of Gift from Thelma H. Ross and Allen Ross, her husband; Samuel L. Holman and Gertrude L. Holman, his wife; and James O. Holman and Gloria Holman, his wife; dated May 9, 1999, and recorded June 18, 1999, in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 244, Page 695. The said Caroline Holman, a/k/a Caroline G. Holman, died testate on October 18, 2016; and by her Will, probated and recorded on February 15, 2017, in the aforesaid Clerk's Office as Instrument No. 170000013, devised the above-described real estate to her grandson, Allen Ross, III, with a life estate interest to her son, James O. Holman, a/k/a James Otis Holman. The said Allen Ross, III, was named Executor of his grandmother's Estate; however, he declined to qualify. The said James O. Holman, a/k/a James Otis Holman, died on May 27, 2017, thereby extinguishing his life estate interest in the property hereby conveyed.

035 Rec Fee
St. R. Tax
Co. R. Tax
Transfer
Clerk
Lib.(145)
T.T.F.
Grantor Tax
036 Proc. Fee
Total \$

3.00
110.75
53.58
1.00
14.50
250
200
64.60
2000
384.83

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY

The foregoing instrument with acknowledgement
was admitted to record on July 22 20 21
at 11:40 A.M. in D.B. 486 Page(s) 241-243

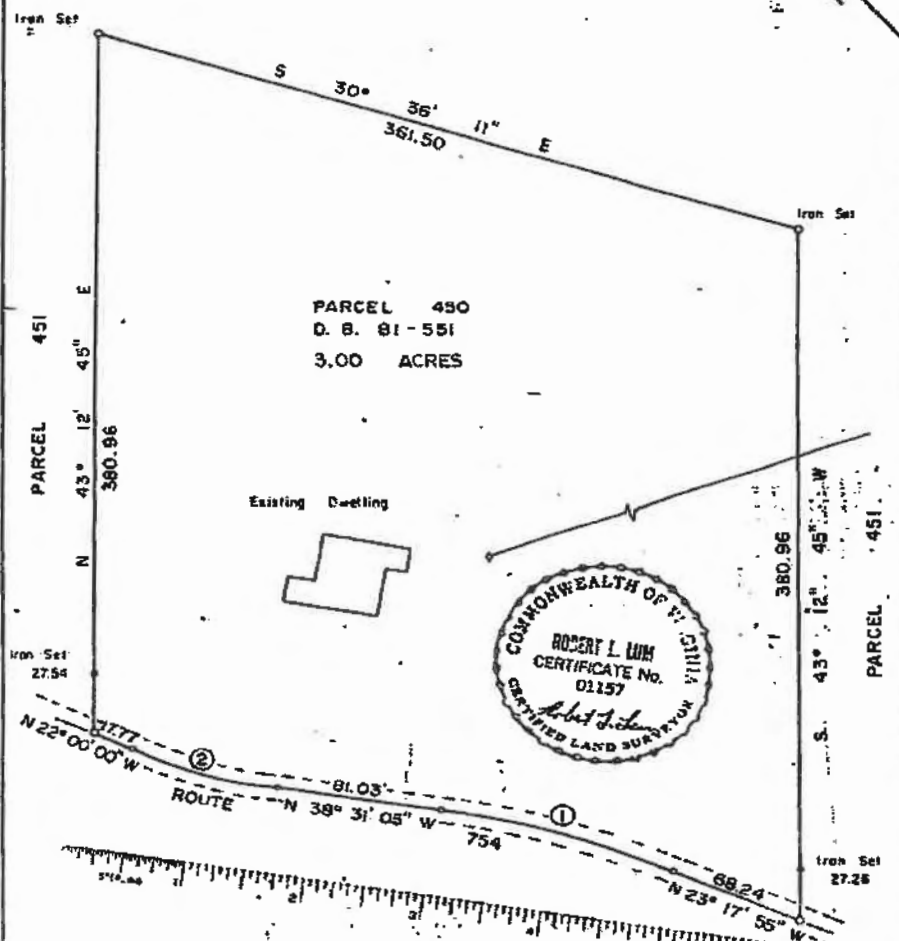
Teste: JUSTIN D. MIDKIFF, CLERK

BY: J. Kitchen, DEPUTY CLERK

BOOK 142 PAGE 328

NO	Bello	CURVE	Radius	Arc	Chord	Chord Bearing
1	15°13'10"		450.19	119.58	118.23	N 30°54'30" W
2	16°31'05"		267.19	77.03	76.76	N 30°15'33" W

PARCEL 451 W.B. & DOROTHY ATWATER
D. B. 77 - 281



SURVEY SHOWING
TAX MAP 372-125 PARCEL 450
THE CAROLINE G. HOLMAN PROPERTY
CURDSVILLE DISTRICT BUCKINGHAM COUNTY, VIRGINIA
DATE AUGUST 15, 1986
SCALE 1" = 60 FEET
ROBERT L. LUM
LAND PLANNING - SURVEYING
PALMYRA, VIRGINIA

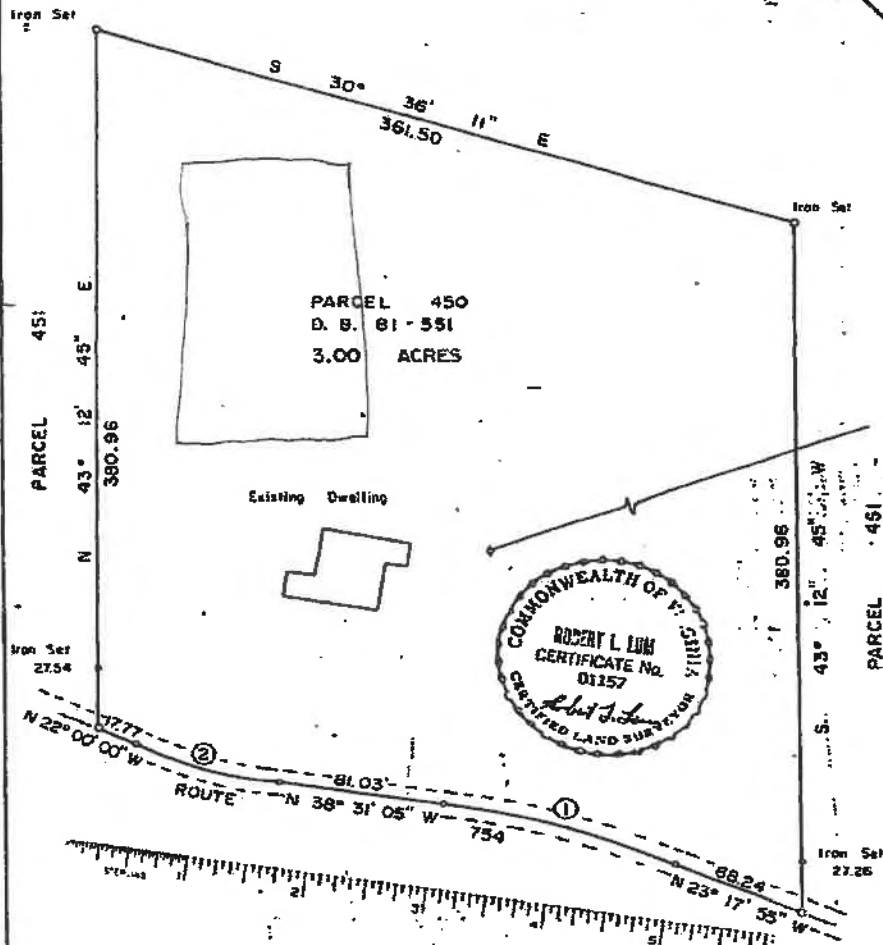
This Plat is approved for recordation
pursuant to the Buckingham County
Subdivision Ordinance.

Robert L. Lum Jr.
8/15/86

380 142 329

NO	Delta	CURVE	DATA	Radius	Arc	Chord	Chord Bearing
1	15° 13' 10"			450.19	119.58	119.23	N 30° 54' 30" W
2	18° 31' 05"			267.19	77.03	76.76	N 30° 15' 33" W

PARCEL 451 W.B. & DOROTHY ATWATER
D. B. 77 - 281



SURVEY SHOWING

TAX MAP 372 - 125 PARCEL 450

THE CAROLINE G. HOLMAN PROPERTY

CURDSVILLE DISTRICT BUCKINGHAM COUNTY, VIRGINIA

DATE AUGUST 15, 1986

SCALE 1" = 60 FEET

ROBERT L. LUM
LAND PLANNING - SURVEYING
PALMYRA, VIRGINIA

This Plat is approved for recordation
pursuant to the Buckingham County
Subdivision Ordinance.

Robert L. Lum
4/25/86

TAX RECEIPT

Ticket #:00001930001 @@

BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN, TREASURER
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Date : 4/04/2025
Register: TC4/TC1
Trans. #: 54197
Dept # : SPUSE
Acct# :

SPECIAL USE PERMIT - ZONING
173 43

Previous
Balance \$.00

Principal Being Paid \$ 200.00
Penalty \$.00
Interest \$.00

HOUCHENS MARY

Amount Paid \$ 200.00

*Balance Due \$.00

Pd by HOUCHENS MARY Check 200.00 # 1092 VACU
BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 4/2025

Date: 4/04/25 Cash Register: 001 BUCKINGHAM COUNTY 11:04:32

Cshr: CHRISTY CHRISTIAN Account#: 000009702 Cust.Transactions:

Type: PAY Dept/Bill#: RE2024 00056280002 P/I Date: 4/04/2025 4/04/2025

Name: HOUCHENS CHARLES & MARY HOUCHENS Bill Date: 5/01/2024 Half: 2

Nam2: Due/PstDt: 12/05/2024

Addr: 515 CATTAIL CREEK RD PAdr: 515 CATTAIL CREEK RD

DILLWYN VA

Zip: 23936 - 0000

Map#: 173 43

Desc: RT 754 - 3 MI E OF

MMMIIDDBLLLLLS

WILLIS MTN 3 AC

Acre: 3.000 Dist/Cls 01 / 02 Status

MrtgCo:

SSN: 000 - 00 - 0000 000 - 00 - 0000

Land:	\$15,400	Improve:	\$48,900	Use:	\$0
Original Bill:	\$192.90	Credits:	\$192.90	Discount:	\$0.00
Penalty Paid:	\$0.00	Int Paid:	\$0.00	Last Date:	6/06/2024
Amount Owed:	\$0.00	Other:	\$0.00	Setoff Claim#:	000000000
Total Owed:	\$0.00	Penalty:	\$0.00	Interest:	\$0.00

Principal Due: _____

Pen Rate % Int Fact

Penalty Due: _____

Interest Due: _____

Total Amount Due: _____

Aging:

Promise to Pay Date: _____

F1=Amt Tender F2=Next Ticket F3=Exit

F10=Funcnt Menu F20=Attach

Buckingham County Board of Supervisors
Notice of Public Hearing
Monday, August 11, 2025
Buckingham County Administration Building
13380 W. James Anderson Highway
Buckingham, Virginia
6:00 p.m.

The Buckingham County Board of Supervisors will hold a public hearing on Monday, August 11, 2025 to hear public input regarding the following:

1. **Case 24-SUP353** Donald Applegate; Tax Map 138 Parcel 39 containing approximately 2 acres located at 17534 E. James Anderson Hwy, Dillwyn, Curdsville Magisterial. Zoned A-1. District: Request to obtain a Special Use Permit to operate a commercial garage and auto repair shop*
2. **Case 25-SUP356** Mary and Charles Houchens; Tax Map 173 Parcel 43 containing approximately 3 acres located at 515 Cattail Creek Road, Dillwyn, Va; District 2; currently zoned A-1 Agricultural; request to obtain a Special Use Permit to Operate a Commercial Garage and Auto Repair Shop*
3. **Case 25-SUP358** Stacey Maslyn; Tax Map 190 Parcel 32; 29.5 acres located at 2612 Plank Road, Dillwyn, Magisterial District 2; Currently Zoned A-1; Request to Obtain a Special Use Permit for the purpose of operating a Bed and Breakfast/Short Term Rental including but not limited to AirBnB, VRBO, Etc.*

The meeting will begin at 6:00 p.m. in the Peter Francisco Auditorium of the Buckingham County Administration Complex at 13380 W. James Anderson Hwy, Buckingham, Virginia 23921. **You must attend the meeting to comment and sign up to speak prior to the meeting. Sign up time is between 5:30 p.m. and 5:55 p.m.**

A copy of the material for the above referenced hearing is available for review in the Office of the Buckingham County Zoning Administrator; 13380 West James Anderson Highway, P.O. Box 252, Buckingham, Virginia, 23921, on regular business days of Monday through Friday from 8:30 A.M. to 4:30 P.M.

By Order of the Buckingham County Board of Supervisors
Karl Carter, County Administrator

NOTICE OF PUBLIC HEARING

Monday, August 11, 2025

Buckingham County Administration Building

13380 W. James Anderson Highway

Buckingham, Virginia

6:00 p.m.

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- 1. Case 24-SUP353** - Donald Applegate; Tax Map 138 Parcel 39 containing approximately 2 acres located at 17534 E. James Anderson Hwy, Dillwyn, Curdsville Magisterial, Zoned A-1. District: Request to obtain a Special Use Permit to operate a commercial garage and auto repair shop*
- 2. Case 25-SUP356** - Mary and Charles Houchens; Tax Map 173 Parcel 43 containing approximately 3 acres located at 515 Cattail Creek Road, Dillwyn, Va; District 2; currently zoned A-1 Agricultural; request to obtain a Special Use Permit to Operate a Commercial Garage and Auto Repair Shop*
- 3. Case 25-SUP358** - Stacey Maslyn; Tax Map 190 Parcel 32; 29.5 acres located at 2612 Plank Road, Dillwyn, Magisterial District 2; Currently Zoned A-1; Request to Obtain a Special Use Permit for the purpose of operating a Bed and Breakfast/Short Term Rental including but not limited to AirBnB, VRBO, Etc.*

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By Order of the Buckingham County Board of Supervisors
Karl Carter, County Administrator



Karl R. Carter
County Administrator

E. M. Wright, Jr.
County Attorney

Buckingham County Board of Supervisors

Office of the County Administrator
13380 W. James Anderson

Highway

Post Office Box 252

Buckingham, Virginia 23921-0252

Telephone 434-969-4242

Fax 434-969-1638

www.buckinghamcountyva.org

Joe N. Chambers, Jr.
District 6 Supervisor
Chairman

Danny R. Allen
District 7 Supervisor
Vice-Chairman

Cameron Gilliam
District 2 Supervisor

Michael E. Palmore
District 3 Supervisor

Paul W. Garrett
District 4 Supervisor

Harry W. Bryant, Jr.
District 5 Supervisor

Dennis H. Davis, Jr.
District 1 Supervisor

Date: August 11, 2025

To: Buckingham County
Board of Supervisors

From: Nicci Edmondston, Zoning Administrator

Re: Public Hearing Case 25-SUP358

Applicant: Stacey Maslyn
420 Dundee Lane
Chesapeake VA 23322

Property Information: Tax Map 190 Parcel 32, 29.5 acres, located at 2612 Plank Road Dillwyn VA 23936, Magisterial District 2.

Zoning District: Agricultural (A-1)

Request: The Applicant wishes to Obtain a Special Use Permit for the Purpose of Operating an Bed and Breakfast/Short Term Rental including but not limited to AirBnB, Vrbo, etc

Background/Zoning Information: The property is located at 2612 Plank Road Dillwyn VA 23936, in Magisterial District 2. The landowners are Robert and Stacey Maslyn, and the applicant is Stacey Maslyn. This property is zoned Agricultural (A-1). The Zoning Ordinance does not permit a Bed and Breakfast/Short Term Rental as a Permitted by Right Use in an Agricultural (A-1) Zoning District. The Zoning Ordinance requires that a Bed and Breakfast/Short Term Rental obtain a Special Use Permit. The submitted application and narrative are attached.

Below are conditions that you may consider attaching to the request if approved:

1. That all federal, state and local regulations, ordinances and laws be strictly adhered to.
2. The facility shall meet all safety requirements of all applicable building codes.
3. Right of ways and roadway shoulders shall not be used for parking. Ample parking for occupants shall be supplied on premises.

4. The property shall be kept neat and orderly.
5. That the applicant pursues a commercial solid waste container and follow the County Solid Waste Ordinance.
6. That all documentation submitted by the applicant in support of this special use permit request becomes a part of the conditions except that any such documentation that may be inconsistent with these enumerated conditions shall be superseded by these conditions.
7. Nothing in this approval shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.
8. The County Zoning Administrator and one other County staff member, as appointed by the County Administrator, shall be allowed to enter the property, with proper notice, if a complaint is registered against the property for noncompliance with this permit. Any complaints not solely related to this permit will be given to the appropriate department or agency.
9. In the event that any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable
10. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the special use permit, if it be the wishes of the Board of Supervisors.
11. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.

SPECIAL USE PERMIT APPLICATION CHECKLIST
BUCKINGHAM COUNTY OFFICE OF ZONING AND PLANNING MINIMUM SUBMISSION
REQUIREMENTS

The following table lists the information necessary to review a special use application. All items are required, unless otherwise stated, and must be submitted in order for the application to be accepted for review. This completed checklist must be submitted with the application.

Adjacent Property Owners List and Affidavit (pages 4, 5 & 6 attached). This list can be obtained from the Clerk of Courts Office: ☒ YES ☐ NO

Completed application for special use permit (page 3 attached). If not signed by the owner, a Power of Attorney must accompany the application: ☒ YES ☐ NO

Interest Disclosure Affidavit (page 7 attached). Must be signed by the owner: ☒ YES ☐ NO

Power of Attorney (page 10 attached). Required if anyone other than the owner is signing the application form or proffer statement on behalf of the owner: YES ☐ NO ☒ N/A

Written Narrative (page 11 guidance in preparing the Written Narrative) ☒ YES ☐ NO

Fees: YES ☐ NO ☐

Deed: ☒ YES ☐ NO

Plat (15 copies). The plat information may be incorporated into the Special Use Permit General Site Plan, in which case, copies of a separate plat are not required. The plat must be prepared by a certified land surveyor or licensed civil engineer and contain the following:

- A. Bearings and distances of a scale of 1" = 100' or less for all property lines and existing and proposed zoning lines: ☒ YES ☐ NO
- B. Area of land proposed for consideration, in square feet or acres: ☒ YES ☐ NO
- C. Scale and north point: ☒ YES ☐ NO
- D. Names of boundary roads or streets and widths of existing right-of-ways: ☒ YES ☐ NO

Tax Map (15 copies). Identify property that special use is being considered for and identify by name all adjacent landowners.

Special Use General Site Plan (15 copies) The General Site Plan must contain the following:

1. Vicinity Map – Please show scale: YES NO N/A
2. Owner and Project Name: YES NO N/A
3. Parcel identification numbers, name, present zoning, and zoning and use of all abutting or adjoining parcels: YES NO N/A
4. Property lines of existing and proposed zoning district lines: YES NO N/A
5. Area of land proposed for consideration, in square feet or acres: YES NO N/A 5.309 Acres
6. Scale and north point: YES NO N/A
7. Names of boundary roads or streets and widths of existing right-of-ways: YES NO N/A Plank Rd.
8. Easements and encumbrances, if present on the property: YES NO N/A
9. Topography indicated by contour lines: YES NO N/A
10. Areas having slopes of 15% to 25% and areas having slopes of 25% or greater clearly indicated by separate shading devices (or written indication of "no areas having slopes of 15% to 25% or greater"): YES NO N/A No areas having slopes of 15% to 25% or greater.
11. Water Courses to include the approximate location of the 100 year floodplain (if applicable) based on FEMA maps (or written indication of "not in floodplain"): YES NO N/A Not in Floodplain - see note #6 on Survey
12. Delineation of existing mature tree lines or written indication of "no mature tree lines": YES NO N/A
13. Proposed roads with right-of-way width that will connect with or pass through the subject property: YES NO N/A
14. General locations of major access points to existing streets: YES NO N/A
15. List of the proposed density for each dwelling unit type, and/or intensity of each non-residential use: YES NO N/A
16. Location of any open space and buffer areas, woodland conservation areas, storm water management facilities, and community and public facilities: YES NO N/A
17. Location of existing and proposed utilities, above or underground: YES NO N/A
18. Vehicular and pedestrian circulation plan, including traffic counts and typical street sections, right-of-way improvements, access points, travel ways, parking, loading, stacking, sidewalks, and trails: YES NO N/A
19. Layouts and orientation of buildings and improvements, building use, height, setbacks from property lines and restriction lines: YES NO N/A
20. Location and design of screening and landscaping: YES NO N/A
21. Building architecture: YES NO N/A
22. Site lighting proposed: YES NO N/A
23. Area of land disturbance in square feet and acres: YES NO N/A
24. Erosion and Sediment Control Plan submitted (10,000 square feet or more): YES NO N/A
25. Historical sites or gravesites on general site plan: YES NO N/A
26. Show impact of development of historical or gravesite areas: YES NO N/A
27. A copy of the current status of all real estate taxes of all property owned in Buckingham County. If real estate taxes are not current, an explanation in writing and signed by the owner shall accompany this application. Any liens or other judgments against property shall also be explained in writing and signed by the owner: YES NO N/A

APPLICATION FOR A SPECIAL USE PERMIT

CASE NUMBER: _____
(Case Number Assigned by Zoning Administrator)

DATE OF APPLICATION: 5-1-2025

Special Use Permit Request: _____

Purpose of Special Use Permit: Airbnb at 2612 Plank Rd.
Dillwyn, VA 23936

Zoning District: _____ Number of Acres: 5.309

Tax Map Section: 190 Parcel: 32 Lot: 1 Subdivision: _____ Magisterial Dist.: _____

Street Address: 2612 Plank Rd. Dillwyn, VA 23936
Directions from the County Administration Building to the Proposed Site: _____

Name of Applicant: Robert & Stacey Maslyn
Mailing Address: 420 Dundee Lane Chesapeake, VA 23322

Daytime Phone: 757-630-9153 Cell Phone: 757-630-9153
Email: staceymaslyn@yahoo.com Fax: N/A

Name of Property Owner: Robert & Stacey Maslyn
Mailing Address: 420 Dundee Lane Chesapeake, VA 23322

Daytime Phone: 757-630-9153 Cell Phone: 757-630-9153
Email: staceymaslyn@yahoo.com Fax: N/A

Signature of Owner: [Signature] Date: 5-1-2025
Signature of Applicant: [Signature] Date: 5-1-2025

Please indicate to whom correspondence should be sent:

☐ Owner of Property ☐ Contractor Purchaser / Lessee ☐ Authorized Agent ☐ Engineer
☒ Applicant

ADJACENT PROPERTY OWNER'S LIST

(Required)

The applicant shall provide a list of all adjoining landowners, including subject property and all property immediately across the street/road from the subject property. Any body of water does not constitute a boundary line for this purpose, therefore a body of water and the property adjoining the subject property but separated by a body of water is still considered an adjoining landowner. County boundary lines and those adjoining property owners in the next County are considered adjoining property owners if the land adjoins the subject's property. Adjoining landowners can be verified through the Buckingham County Clerk of Courts or the Clerk's Office in the adjoining County, or by personal contact. The list shall include the name, address, town/city, zip code, road route number, tax map section number, parcel number, lot number, and subdivision. The list shall be typewritten or printed legibly. Failure to list all adjoining landowners could delay the process.

1. Name: Wanda Taylor

Mailing Address: 2528 Plank Rd Dillwyn, VA 23936

Physical Address: 2528 Plank Rd. Dillwyn, VA 23936

Tax Map Section: 190 Parcel: 33 Lot: 1 Subdivision:

2. Name: Robert & Stacey Maslyn

Mailing Address: 420 Dundee Lane Chesapeake, VA 23322

Physical Address: 420 Dundee Lane Chesapeake, VA 23322

Tax Map Section: 190 Parcel: 32 Lot: 2 Subdivision:

3. Name: Wilbert M. & Patricia S. Dean

Mailing Address: 2183 Plank Rd. Dillwyn, VA 23936

Physical Address: 2183 Plank Rd. Dillwyn, VA 23936

Tax Map Section: 190 Parcel: 26 Lot: 1 Subdivision: N/A

4. Name:

Mailing Address:

Physical Address:

Tax Map Section: Parcel: Lot: Subdivision:

Right
Hand
Side

We own
the lot
on the
left side
&
Behind

Across
The
Street

6. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

7. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

8. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

9. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

10. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

11. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This 2nd day of May, year 2025,
I Stacey Maslyn hereby make oath that
(printed name of owner/contract purchaser/authorized agent)

the list of adjoining landowners is a true and accurate list as submitted with my application.

Signed: (to be signed in front of notary public)

Stacey Maslyn
(owner / contract purchaser / authorized agent – please circle one)

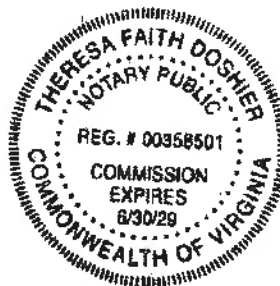
NOTARY:
COMMONWEALTH OF VIRGINIA

COUNTY OF Chesapeake

STATE OF Virginia

Subscribed and sworn to me on the 2nd day of May
of the year 2025. My Commission expires on 6/30/29.

Notary Public Signature: Theresa Doshier
Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 2nd day of May, of the year 2025

I, Stacey Maslyn (printed name of owner)
hereby make oath that no member of the Buckingham County Board of Supervisors nor
the Buckingham County Planning Commission has interest in such property either
individually, or by ownership of stock in a corporation owning such land, or by
partnership, or as a holder of ten percent (10%) or more of the outstanding shares of
stock in or as a director or officer of any corporation owning such land, directly or
indirectly by such members of his/her immediate household, except as follows:

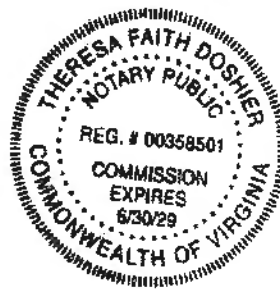
Signature of Owner: (to be signed in front of notary public)

Stacey Maslyn

NOTARY PUBLIC
COUNTY OF Chesapeake STATE OF Virginia

Subscribed and sworn to me on this 2nd day of May
of the year 2025 My commission expires 6/30/29

Notary Public Signature: Theresa Doshier
Stamp:



**CULTURAL RESOURCE ASSESSMENT AND RECORD CHECK FOR
PENDING DEVELOPMENT APPLICATIONS**

Case Number / File Name: _____

Visual Inspection Findings (describe what is on the property now):

Single Family home & a two
car detached garage

County Records Check (describe the history of this property):

We purchased in November, 2025. Unaware
of previous history.

Were any historical sites or gravesites found on site, or be suspected by a reasonable person to be on the site? Yes _____ No ☒

If yes, please explain and show on the site plan the location of such and explain any historical significance:

Will this proposal have any impact on the historical site or gravesite? Yes _____ No ☒

If yes, please explain any impact:

Owner/Applicant Signature: [Signature] Date: 5-1-2025

Printed Name: Stacey Maslyn Title: owner/applicant

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: Robert & Stacey Maslyn

Location: 2612 Plank Rd Dillwyn, VA 23936

Proposed Use: Airbnb

For VDOT use only:

_____ A Traffic Impact Statement is required per 24 VAC 30-155-60.

_____ A Traffic Impact Statement is not required. The traffic generated by the proposed zoning change / development does not exceed normal thresholds.

_____ The Traffic Impact Analysis has been waived by the Zoning / Planning Department for the following reasons:

Does the existing entrance meet VDOT requirements for the proposed use?

Yes _____ No _____ If no, please explain the necessary steps to bring into compliance with the requirements for the proposed use:

Signature of VDOT Resident Engineer: _____

Printed Name: _____ Date: _____

SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this _____ day of _____, in the year of _____,

I _____ the owner of _____
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint _____
(printed name)

my true and lawful attorney-in-fact, and in my name, place, and stead give unto him/her said full power and authority to do and perform all acts and make all representation necessary, without limitation whatsoever, to make application for said zoning. The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on the day _____ of the month _____ in the year of _____ and shall remain in full force and effect thereafter until actual notice by certified mail with return receipt requested is received by the Zoning / Planning Office of Buckingham County stating that the terms of this power have been revoked or modified.

Signature of Landowner (to be signed in front of Notary Public):

NOTARY PUBLIC

County of _____ State of _____

Subscribed and sworn before me on the _____ day of _____

in the year _____. My commission expires _____.

Signature of Notary Public: _____

Stamp:

WRITTEN NARRATIVE

The Written Narrative shall describe the relationship of the proposed project to the relevant components of the Comprehensive Plan. Please be very detailed and describe in depth each and every component 1 through 15. The following outline is provided to aid you in preparing the written narrative:

1. Land Use
2. Community Design
3. Cultural Resources
4. Economic Development
5. Environment
6. Fire and Rescue, Law Enforcement
7. Housing
8. Libraries
9. Parks and Open Spaces
10. Potable Water
11. Sewage
12. Schools
13. Telecommunications
14. Transportation
15. Solid Waste

If this proposal is for an event, describe the handling of the entire event, including but not limited to: number of participants, schedule of events, police, security, food, beverages, water, sanitation, emergencies, crowd control, entrances and exits, traffic control, signage, advertisement, parking, fee collection, control of animals, trash disposal, site clean-up, fighting, alcohol, abuse of alcohol and/or illegal substances

SIGNAGE AT PROPERTY

The Buckingham County Zoning Ordinance requires the following:

The applicant in any case which requires a public hearing shall post signs furnished by the agent on each parcel involved at least 21 days prior to the public hearing indicating that a public hearing is eminent, the date, a rezoning issue, and a County contact number. The signs shall be placed on the VDOT right-of-way closest to the applicant's property line and shall be clearly visible from the road with bottom of the sign not less than one and one half feet above the ground. If more than one public road abuts the property, the signs shall be placed in the same manner as above for each abutting road. If no road abuts a property, then the agent shall define an area for the signs. The agent may ask the applicant that the sign be moved to another area either on the property to achieve greater public visibility. The applicant shall be responsible for keeping the signs free from grass, weeds, and any other plants or vines that may obstruct the public's view. The applicant shall contact the Virginia Department of Transportation for any information concerning where the right-of-way is located. The applicant shall be responsible for the signs should VDOT or their contractor conduct mowing or clearing of the right-of-way in the area where the sign is located.

Any signs required shall be maintained at all times by the applicant up to the time of the final public hearing. No person, except the applicant or the agent or an authorized agent of either, shall remove or tamper with any sign furnished during the period it is required to be maintained under this section. All signs erected under this ordinance shall be removed by the applicant within 15 days following a decision at the final public hearing and shall be returned to the agent. The applicant shall purchase the signs at a fee as determined by the Board of Supervisors and shall be non-refundable. The applicant shall be responsible for the replacement of the sign(s) and shall contact the agent as soon as possible for another sign to be replaced as the manner described above. Should the sign(s) have to be replaced more than twice, this section shall no longer be forced upon the applicant.

I have read, understand and agree to the above requirements.

Applicant/Owner: _____

Date: 5-1-2025

TENTATIVE SCHEDULE FOR A SPECIAL USE PERMIT

The application, site plan, written narrative, and all information requested in this application must be filled out in its entirety and supplied to the Buckingham Zoning / Planning Office and the fee must be paid before this case will be allowed to move forward.

Case will be introduced at a regularly scheduled Planning Commission meeting held on the fourth Monday of every month. Planning Commission may set a Public Hearing at this time to be held during a regularly scheduled meeting. Public Hearings offer an opportunity for citizens to speak concerning the case.

Following the Planning Commission Public Hearing, the Planning Commission may make a recommendation to approve / deny / or table the case for more information. Once the Planning Commission makes a recommendation to approve or deny, this recommendation will be forwarded to the Board of Supervisors at their next regularly scheduled meeting. The Board of Supervisors meetings are held on the second Monday of every month. The Board of Supervisors may set a Public Hearing at this time to be held during a regularly scheduled meeting. The Board of Supervisors will make the final decision to approve or deny the application after the public hearing.

Example Timeline:

- January 25 Case is introduced to Planning Commission. Planning Commission sets Public Hearing for next regularly scheduled meeting on February 22.
- February 22 Planning Commission Public Hearing. Planning Commission recommends to approve / deny / or table for more information. Once the Planning Commission reaches a decision to approve or deny, this recommendation will be forwarded to the Board of Supervisors at their next regularly scheduled meeting.
- March 8 Case is introduced to Board of Supervisors.
- April 12 Board of Supervisors may approve / deny / table for more information.

The Planning Commission and the Board of Supervisors has a right to call extra public hearings at their discretion if the Board(s) decide they are needed.

You or your agent are encouraged to attend these meetings to answer any questions that may arise concerning your application / proposal. The County strongly encourages the applicant to visit the area around his proposed site and understand what the adjoining landowner concerns are.

Narrative for Short-term Rental
located at 2612 Plank Rd. Dillwyn, VA 23936

Our property at 2612 Plank Rd. Dillwyn, VA was purchased to be our retirement home in about 7 years. In the meantime we would like to use it as an airbnb. The home sits on a lot that is 5.309 Acres. We have made many upgrades to the property to make it more attractive to current residents of the area and to give people visiting the area a nice place to stay. Fire & rescue information will be left for each guest. We have a well & are on a septic system. Trash disposal will be handled by our cleaner. The property will have normal traffic as any home would. Events are not allowed. Only small family parties.

Sincerely,

Stacey Maslyn

- NOTE: 1. THIS IS A DIVISION SURVEY. ALL EASEMENTS, ENCROACHMENTS, AND/OR IMPROVEMENTS MAY NOT BE SHOWN.
2. THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT.
3. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY & BASED ON A BOUNDARY SURVEY BY UNDERWRITER SURVEYOR DATED OCTOBER 14, 2024, RECORDED IN P.C.A.-3300 & ADJURED ON THE GROUND WITH THE PHYSICAL MEASUREMENTS INDICATED.
4. T.M. NO. 190-32
5. REFERENCE PLAT: P.C.A.-3300, D.B.145 P.8, D.B.120 P.122 & D.B.14 P.87
6. APPROXIMATE FLOOD ZONE IS SHOWN FROM F.L.R.M. COMMUNITY PANEL NO. 320200000 WITH EFFECTIVE DATE OF 06/12/2000

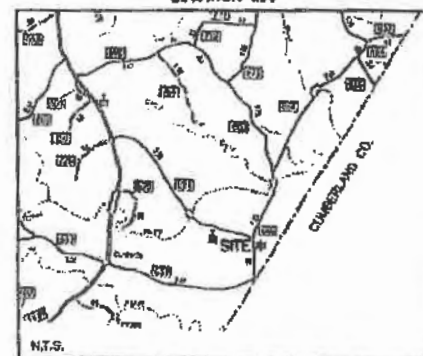
Course	Angles	Length	Bearing	Chord	Chord Bear.
E1	2361.00'	74.26'	135.25'	79.26'	N 115°16' E

DICKERSON SURVEYING LLC

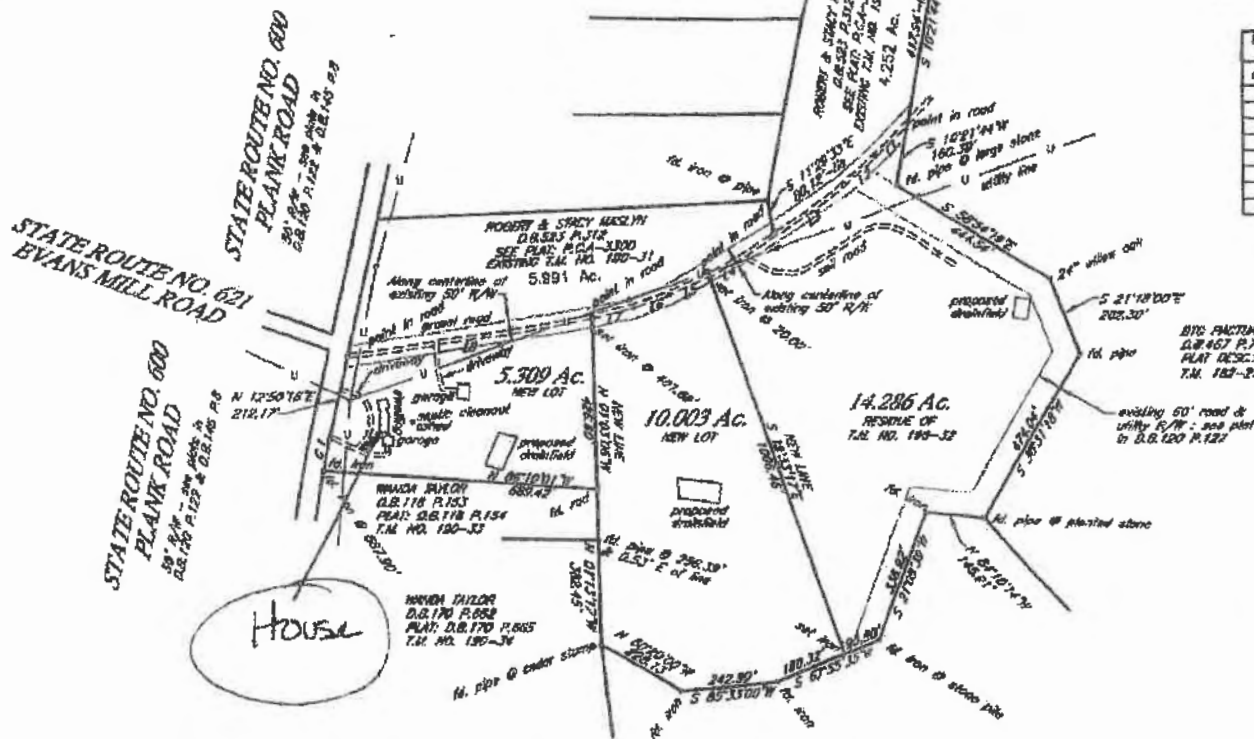
500 Court Street P.O. Box 112
Appomattox, Virginia 24522
434-352-8560
Michael Ray Cain
Land Surveyor



LOCATION MAP



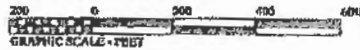
Course	Bearing	Distance
L1	S 44°45'03" W	120.97'
L2	S 47°08'40" W	105.69'
L3	S 56°28'40" W	205.05'
L4	S 30°33'40" W	163.30'
L5	S 30°33'40" W	111.83'
L6	S 03°17'40" W	85.43'
L7	S 77°07'40" W	104.24'
L8	S 01°06'40" W	63.19'



DIVISION SURVEY OF
T.M. NO. 190-32
SCALE: 1" = 200 FT.
29.598 ACRES TOTAL

SURVEYED FOR: ROBERT MASLIN & STACEY MASLIN
SOURCE OF TITLE: ROBERT MASLIN & STACEY MASLIN
D.B.523 P.312
CURRISVILLE DISTRICT, BUCKINGHAM COUNTY
MICHIGAN

OCTOBER 14, 2024 BOUNDARY
FEBRUARY 15, 2025 DIVISION



APPROVED:

ZONING AGENT-BUCKINGHAM COUNTY

FB 05/24/2025



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/1/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Goosehead Insurance 1500 Salina Blvd Building 4, Suite 4500 Westlake, Texas 75362	Phone (A/C, No, Ext): 800-674-1377	COMPANY Foremost P.O. Box 0915 Carol Stream, IL 60132-0915
FAX (A/C, No): 856-877-6250	E-MAIL: michael.newhall@goosehead.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Stacey Maslyn Robert Maslyn 420 Dundee Ln Chesapeake, VA 23322	LOAN NUMBER 400973435	POLICY NUMBER 5017470903
	EFFECTIVE DATE 10/21/2024	EXPIRATION DATE 10/21/2025
		CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

2612 Plank Rd
Dillwyn, VA 23336

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Dwelling - Coverage A	\$532,000	5000 AOP 5000 Wind/Hail
Other Structures - Coverage B	\$50,000	
Personal Property - Coverage C	\$35,000	
Loss of Use - Coverage D	53200	
Personal Liability - Coverage E	\$1,000,000	

REMARKS (Including Special Conditions)

This policy provides replacement cost coverage of the insured property subject to policy limits, endorsements, and underwriting.
Premium: \$2,944.00

Loan Number:

2nd Mortgage (if applicable):

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS loanDepot.com, LLC ISAOA/ATIMA PO Box 7114 Troy, MI 48067-7114	<input checked="" type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE		
	LOAN # 400973435			
	AUTHORIZED REPRESENTATIVE <i>Michael Newhall</i>			

THIS INSTRUMENT PREPARED BY:

ELIZABETH ACHIM
LOANDEPOT.COM, LLC
6561 IRVINE CENTER DRIVE
IRVINE, CA 92618
(757) 800-1121

After Recording Return To:
LOANDEPOT.COM, LLC
ATTN: DOC CONTROL
6531 IRVINE CENTER DRIVE, SUITE 100
IRVINE, CA 92618
866-970-7520

The amount of consideration for Virginia recording tax purposes is \$580,000.00.

[Space Above This Line For Recording Data]

DEED OF TRUST

MASLYN
Loan #: 400973435
MIN: 100853704009734354
MERS Phone: 1-888-679-6377
PIN: 190-32 & 190-31 & 190-5-8

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by ROBERT MASLYN AND STACEY MASLYN, HUSBAND AND WIFE, as Borrower (trustor/grantor), to PIKE TITLE AND ESCROW, LLC, as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., as grantee/beneficiary.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is ROBERT MASLYN AND STACEY MASLYN, HUSBAND AND WIFE, currently residing at 420 DUNDEE LANE, CHESAPEAKE, VA 23322. Borrower is the trustor under this Security Instrument.

(B) "Lender" is LOANDEPOT.COM, LLC. Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of DE. Lender's address is 6561 IRVINE CENTER DRIVE, IRVINE, CA 92618. The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is PIKE TITLE AND ESCROW, LLC. Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-organized corporation or other permissible entity. Trustee's address is 117A GOLDENROD PLACE, LYNCHBURG, VA 24502. The term "Trustee" includes any substitute/successor Trustee.

(D) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is



acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Documents

(E) "Note" means the promissory note dated **NOVEMBER 4, 2024**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **FIVE HUNDRED EIGHTY THOUSAND AND 00/100 Dollars (U.S. \$580,000.00)** plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **DECEMBER 1, 2054**.

(F) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
☒ 1-4 Family Rider
☐ Second Home Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider

☐ Other(s) [specify] _____

(G) "Security Instrument" means this document, which is dated **NOVEMBER 4, 2024**, together with all Riders to this document.

Additional Definitions

(H) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(K) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as



applicable.

(M) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

(O) **"Loan"** means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(P) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(R) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(S) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(T) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(U) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(V) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(Y) **"UETA"** means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.



TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of BUCKINGHAM:

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

which currently has the address of 2612 PLANK RD, DILLWYN, Virginia 23936 ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Virginia state requirements to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified



check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) **Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) **Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) **Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

(d) **No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) **Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of



amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those



proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) **Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) **Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) **Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any



initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a



single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender



to Borrower requesting payment.

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's



obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners



Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.



(d) **Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) **Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) **Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge



for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will



resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) **Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) **Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) **Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Virginia. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower



is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the



address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) **Definitions.** As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) **Restrictions on Use of Hazardous Substances.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by



Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

26. Acceleration; Remedies.

(a) **Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) **Notice of Sale; Sale of Property.** If Lender invokes the power of sale, Lender or Trustee will give to Borrower, the owner of the Property, and all other persons, notice of sale, as required by Applicable Law. Trustee will give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without further demand on Borrower, will sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

(d) **Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser a Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (ii) to discharge all taxes, levies, and assessment, with costs and interest if these costs have priority



over the lien of this Security Instrument, including the pro rata amount thereof due for the current year; (iii) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and (iv) the residue of the proceeds will be paid to Borrower or Borrower's assigns. Trustee will not be required to take possession of the Property prior to the sale or to deliver possession of the Property to the purchaser at the sale.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to release this Security Instrument and will surrender the Note evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will release this Security Instrument. Borrower will pay any recordation costs associated with such release. Lender may charge Borrower a fee for releasing this Security Instrument only if the fee is paid to a third party for services rendered and is permitted under Applicable Law.

28. Substitute Trustee. Lender may, from time to time, by itself or through the Loan Servicer, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.



400973435

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

- BORROWER - ROBERT MASLYN

STACEY MASLYN

[Space Below This Line for Acknowledgment]

State of _____

County or city of _____

The foregoing instrument was acknowledged before me on this _____, by
ROBERT MASLYN, STACEY MASLYN.

Notary Public

My Commission Expires: _____

Individual Loan Originator: DOUG HUSTON, NMLSR ID: 203713
Loan Originator Organization: LOANDEPOT.COM, LLC, NMLSR ID: 174457



TAX RECEIPT

Ticket #:00001940001 @@

BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN, TREASURER
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Date : 5/06/2025
Register: TC4/TC1
Trans. #: 55741
Dept # : SPUSE
Acct# :

SPECIAL USE PERMIT - ZONING
190 32

Previous
Balance \$.00

Principal Being Paid \$ 200.00
Penalty \$.00
Interest \$.00

MASLYN STACEY

Amount Paid \$ 200.00

*Balance Due \$.00

Pd by MASLYN STACEY Check 200.00 # 8882 STRNBK
BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 5/2025

APPLICATION FOR A SPECIAL USE PERMIT

CASE NUMBER: _____
(Case Number Assigned by Zoning Administrator)

DATE OF APPLICATION: 5-1-2025

Special Use Permit Request: _____

Purpose of Special Use Permit: Airbnb at 2612 Plank Rd.
Dillwyn, VA 23936

Zoning District: _____ Number of Acres: 5.309

Tax Map Section: 190 Parcel: 32 Lot: 1 Subdivision: _____ Magisterial Dist.: _____

Street Address: 2612 Plank Rd. Dillwyn, VA 23936
Directions from the County Administration Building to the Proposed Site: _____

Name of Applicant: Robert & Stacey Maslyn
Mailing Address: 420 Dundee Lane Chesapeake, VA 23322

Daytime Phone: 757-630-9153 Cell Phone: 757-630-9153

Email: staceymaslyn@yahoo.com Fax: N/A

Name of Property Owner: Robert & Stacey Maslyn
Mailing Address: 420 Dundee Lane Chesapeake, VA 23322

Daytime Phone: 757-630-9153 Cell Phone: 757-630-9153

Email: staceymaslyn@yahoo.com Fax: N/A

Signature of Owner: _____ Date: 5-1-2025

Signature of Applicant: _____ Date: 5-1-2025

Please indicate to whom correspondence should be sent:

☐ Owner of Property ☐ Contractor Purchaser / Lessee ☐ Authorized Agent ☐ Engineer
☒ Applicant

Special Use General Site Plan (15 copies) The General Site Plan must contain the following:

1. Vicinity Map – Please show scale: YES NO N/A
2. Owner and Project Name: YES NO N/A
3. Parcel Identification numbers, name, present zoning, and zoning and use of all abutting or adjoining parcels: YES NO N/A
4. Property lines of existing and proposed zoning district lines: YES NO N/A
5. Area of land proposed for consideration, in square feet or acres: YES NO N/A 5.309 Acres
6. Scale and north point: YES NO N/A
7. Names of boundary roads or streets and widths of existing right-of-ways: YES NO N/A Plank Rd.
8. Easements and encumbrances, if present on the property: YES NO N/A
9. Topography indicated by contour lines: YES NO N/A
10. Areas having slopes of 15% to 25% and areas having slopes of 25% or greater clearly indicated by separate shading devices (or written indication of "no areas having slopes of 15% to 25% or greater"): YES NO N/A No Areas having slopes of 15% to 25% or greater.
11. Water Courses to include the approximate location of the 100 year floodplain (if applicable) based on FEMA maps (or written indication of "not in floodplain"): YES NO N/A Not in Floodplain - see note #6 on Survey
12. Delineation of existing mature tree lines or written indication of "no mature tree lines": YES NO N/A
13. Proposed roads with right-of-way width that will connect with or pass through the subject property: YES NO N/A
14. General locations of major access points to existing streets: YES NO N/A
15. List of the proposed density for each dwelling unit type, and/or intensity of each non-residential use: YES NO N/A
16. Location of any open space and buffer areas, woodland conservation areas, storm water management facilities, and community and public facilities: YES NO N/A
17. Location of existing and proposed utilities, above or underground: YES NO N/A
18. Vehicular and pedestrian circulation plan, including traffic counts and typical street sections, right-of-way improvements, access points, travel ways, parking, loading, stacking, sidewalks, and trails: YES NO N/A
19. Layouts and orientation of buildings and improvements, building use, height, setbacks from property lines and restriction lines: YES NO N/A
20. Location and design of screening and landscaping: YES NO N/A
21. Building architecture: YES NO N/A
22. Site lighting proposed: YES NO N/A
23. Area of land disturbance in square feet and acres: YES NO N/A
24. Erosion and Sediment Control Plan submitted (10,000 square feet or more): YES NO N/A
25. Historical sites or gravesites on general site plan: YES NO N/A
26. Show impact of development of historical or gravesite areas: YES NO N/A
27. A copy of the current status of all real estate taxes of all property owned in Buckingham County. If real estate taxes are not current, an explanation in writing and signed by the owner shall accompany this application. Any liens or other judgments against property shall also be explained in writing and signed by the owner: YES NO N/A

ADJACENT PROPERTY OWNER'S LIST

(Required)

The applicant shall provide a list of all adjoining landowners, including subject property and all property immediately across the street/road from the subject property. Any body of water does not constitute a boundary line for this purpose, therefore a body of water and the property adjoining the subject property but separated by a body of water is still considered an adjoining landowner. County boundary lines and those adjoining property owners in the next County are considered adjoining property owners if the land adjoins the subject's property. Adjoining landowners can be verified through the Buckingham County Clerk of Courts or the Clerk's Office in the adjoining County, or by personal contact. The list shall include the name, address, town/city, zip code, road route number, tax map section number, parcel number, lot number, and subdivision. The list shall be typewritten or printed legibly. Failure to list all adjoining landowners could delay the process.

1. Name: Wanda Taylor

Mailing Address: 2528 Plank Rd Dillwyn, VA 23936

Physical Address: 2528 Plank Rd. Dillwyn, VA 23936

Tax Map Section: 190 Parcel: 33 Lot: 1 Subdivision:

2. Name: Robert & Stacey Maslyn

Mailing Address: 420 Dundee Lane Chesapeake, VA 23322

Physical Address: 420 Dundee Lane Chesapeake, VA 23322

Tax Map Section: 190 Parcel: 32 Lot: 2 Subdivision:

3. Name: Wilbert M. & Patricia S. Dean

Mailing Address: 2183 Plank Rd. Dillwyn, VA 23936

Physical Address: 2183 Plank Rd. Dillwyn, VA 23936

Tax Map Section: 190 Parcel: 26 Lot: 1 Subdivision: N/A

4. Name:

Mailing Address:

Physical Address:

Tax Map Section: Parcel: Lot: Subdivision:

Right
Hand
Side

We own
the lot
on the
left side
&
Behind

Across
The
Street

6. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

7. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

8. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

9. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

10. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

11. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

SPECIAL USE PERMIT APPLICATION CHECKLIST
BUCKINGHAM COUNTY OFFICE OF ZONING AND PLANNING MINIMUM SUBMISSION
REQUIREMENTS

The following table lists the information necessary to review a special use application. All items are required, unless otherwise stated, and must be submitted in order for the application to be accepted for review. This completed checklist must be submitted with the application.

Adjacent Property Owners List and Affidavit (pages 4, 5 & 6 attached). This list can be obtained from the Clerk of Courts Office: ☒ YES ☐ NO

Completed application for special use permit (page 3 attached). If not signed by the owner, a Power of Attorney must accompany the application: ☒ YES ☐ NO

Interest Disclosure Affidavit (page 7 attached). Must be signed by the owner: ☒ YES ☐ NO

Power of Attorney (page 10 attached). Required if anyone other than the owner is signing the application form or proffer statement on behalf of the owner: YES ☐ NO ☒ N/A

Written Narrative (page 11 guidance in preparing the Written Narrative): ☒ YES ☐ NO

Fees: YES ☐ NO ☐

Deed: ☒ YES ☐ NO

Plat (15 copies). The plat information may be incorporated into the Special Use Permit General Site Plan, in which case, copies of a separate plat are not required. The plat must be prepared by a certified land surveyor or licensed civil engineer and contain the following:

- A. Bearings and distances of a scale of 1" = 100' or less for all property lines and existing and proposed zoning lines: ☒ YES ☐ NO
- B. Area of land proposed for consideration, in square feet or acres: ☒ YES ☐ NO
- C. Scale and north point: ☒ YES ☐ NO
- D. Names of boundary roads or streets and widths of existing right-of-ways: ☒ YES ☐ NO

Tax Map (15 copies). Identify property that special use is being considered for and identify by name all adjacent landowners.

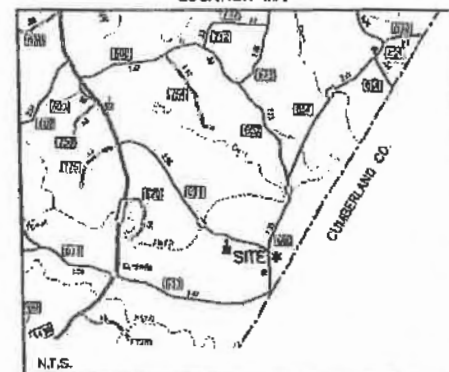
- NOTE: 1. THIS IS A DIVISION SURVEY, ALL EASEMENTS, ENCROACHMENTS, AND/OR IMPROVEMENTS MAY NOT BE SHOWN
2. THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT
3. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY & BASED ON A BOUNDARY SURVEY BY UNDERSIGNED SURVEYOR DATED OCTOBER 14, 2024, RECORDED IN P.C.A.-3300 & MARKED ON THE GROUND WITH THE PHYSICAL MONUMENTS INDICATED
4. T.M. NO. 190-32
5. REFERENCE PLAT: P.C.A.-3300, D.B.145 P.8, D.B.120 P.122 & D.B.94 P.87
6. APPROXIMATE FLOOD ZONE IS SCALED FROM F.L.R.M. COMMUNITY PANEL NO. 51029004350 WITH EFFECTIVE DATE OF 08/17/2008

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	2351.00'	79.26'	135°25'	79.26'	N 11°56'16" E

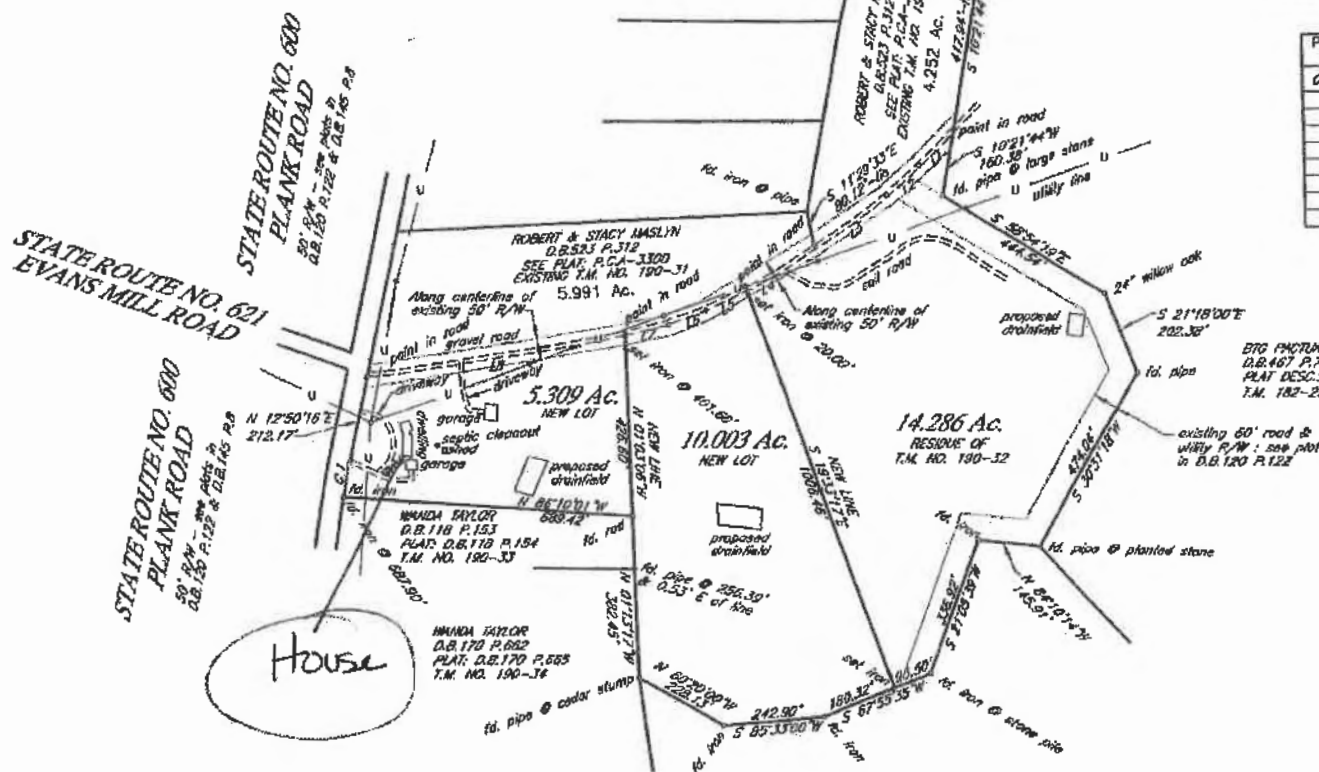
DICKERSON SURVEYING LLC

500 Court Street P.O. Box 112
Appomattox, Virginia 24522
434-352-8580
Michael Ray Coin
Land Surveyor

LOCATION MAP



Course	Bearing	Distance
L1	S 44°45'05" W	120.97'
L2	S 47°55'40" W	103.48'
L3	S 56°28'40" W	208.92'
L4	S 59°33'40" W	183.50'
L5	S 59°33'40" W	111.03'
L6	S 69°17'40" W	95.43'
L7	S 77°07'40" W	104.24'
L8	S 81°08'40" W	52.391'



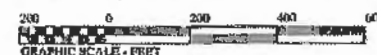
DIVISION SURVEY OF
T.M. NO. 190-32
SCALE 1 IN. = 200 FT.

29.598 ACRES TOTAL

SURVEYED FOR: ROBERT MASLYN & STACEY MASLYN
SOURCE OF TITLE: ROBERT MASLYN & STACEY MASLYN
D.B.523 P.312

CURRAN AND CO. BUCKINGHAM COUNTY
VIRGINIA

OCTOBER 14, 2024 BOUNDARY
FEBRUARY 13, 2025 DIVISION



APPROVED:

DUNN AGENT-BUCKINGHAM COUNTY

FB 05202050

TERRI ATKINS WILSON, TRUSTEE
THE LANDON G. ATKINS TRUST &
THE ADRIAN S. ATKINS TRUST &
TERRI ATKINS WILSON
D.B.400 P.820
PLAT DESC: D.B.72 P.298
T.M. NO. 190-35

Narrative for Short-term rental
located at 2612 Plank Rd. Dillwyn, VA 23936

Our property at 2612 Plank Rd. Dillwyn, VA was purchased to be our retirement home in about 7 years. In the meantime we would like to use it as an airbnb. The home sits on a lot that is 5.309 Acres. We have made many upgrades to the property to make it more attractive to current residents of the area and to give people visiting the area a nice place to stay. Fire & rescue information will be left for each guest. We have a well & are on a septic system. Trash disposal will be handled by our cleaner. The property will have normal traffic as any home would. Events are not allowed. Only small family parties.

Sincerely,

Stacey Maslyn

**CULTURAL RESOURCE ASSESSMENT AND RECORD CHECK FOR
PENDING DEVELOPMENT APPLICATIONS**

Case Number / File Name: _____

Visual Inspection Findings (describe what is on the property now):

Single Family home & a two
car detached garage

County Records Check (describe the history of this property):

We purchased in November, 2025. Unaware
of previous history.

Were any historical sites or gravesites found on site, or be suspected by a reasonable person to be on the site? Yes _____ No ☒

If yes, please explain and show on the site plan the location of such and explain any historical significance:

Will this proposal have any impact on the historical site or gravesite? Yes _____ No ☒

If yes, please explain any impact:

Owner/Applicant Signature: Stacey Maslyn Date: 5-1-2025

Printed Name: Stacey Maslyn Title: owner/applicant

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: Robert & Stacey Meslyn

Location: 2612 Plank Rd Dillwyn, VA 23936

Proposed Use: Airbnb

For VDOT use only:

_____ A Traffic Impact Statement is required per 24 VAC 30-155-60.

☒ A Traffic Impact Statement is not required. The traffic generated by the proposed zoning change / development does not exceed normal thresholds.

_____ The Traffic Impact Analysis has been waived by the Zoning / Planning Department for the following reasons:

Does the existing entrance meet VDOT requirements for the proposed use?

Yes ☒ No _____ If no, please explain the necessary steps to bring into compliance with the requirements for the proposed use:

There are two existing access points/connections to Rt 600 (Plank Rd.) serving the residence. No improvements are necessary. The existing connections are adequate for the intended rental use.

Brian Lokker, P.E.

Digitally signed by Brian Lokker,
P.E.
Date: 2025.05.07 10:43:39 -04'00'

Signature of VDOT Resident Engineer: _____

Printed Name: Brian Lokker, PE - Asst Res Admin Date: 5-7-25

SIGNAGE AT PROPERTY

The Buckingham County Zoning Ordinance requires the following:

The applicant in any case which requires a public hearing shall post signs furnished by the agent on each parcel involved at least 21 days prior to the public hearing indicating that a public hearing is eminent, the date, a rezoning issue, and a County contact number. The signs shall be placed on the VDOT right-of-way closest to the applicant's property line and shall be clearly visible from the road with bottom of the sign not less than one and one half feet above the ground. If more than one public road abuts the property, the signs shall be placed in the same manner as above for each abutting road. If no road abuts a property, then the agent shall define an area for the signs. The agent may ask the applicant that the sign be moved to another area either on the property to achieve greater public visibility. The applicant shall be responsible for keeping the signs free from grass, weeds, and any other plants or vines that may obstruct the public's view. The applicant shall contact the Virginia Department of Transportation for any information concerning where the right-of-way is located. The applicant shall be responsible for the signs should VDOT or their contractor conduct mowing or clearing of the right-of-way in the area where the sign is located.

Any signs required shall be maintained at all times by the applicant up to the time of the final public hearing. No person, except the applicant or the agent or an authorized agent of either, shall remove or tamper with any sign furnished during the period it is required to be maintained under this section. All signs erected under this ordinance shall be removed by the applicant within 15 days following a decision at the final public hearing and shall be returned to the agent. The applicant shall purchase the signs at a fee as determined by the Board of Supervisors and shall be non-refundable. The applicant shall be responsible for the replacement of the sign(s) and shall contact the agent as soon as possible for another sign to be replaced as the manner described above. Should the sign(s) have to be replaced more than twice, this section shall no longer be forced upon the applicant.

I have read, understand and agree to the above requirements.

Applicant/Owner: Steve Masler

Date: 5-1-2025

ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This 2nd day of May, year 2025,
I Stacey Maslyn hereby make oath that
(printed name of owner/contract purchaser/authorized agent)

the list of adjoining landowners is a true and accurate list as submitted with my application.

Signed: (to be signed in front of notary public)

Stacey Maslyn
(owner / contract purchaser / authorized agent – please circle one)

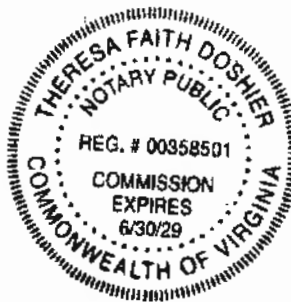
NOTARY:
COMMONWEALTH OF VIRGINIA

COUNTY OF Chesapeake

STATE OF Virginia

Subscribed and sworn to me on the 2nd day of May,
of the year 2025. My Commission expires on 6/30/29.

Notary Public Signature: Theresa Doshier
Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 2nd day of May, of the year 2025,

I, Stacey Maslyn (printed name of owner)
hereby make oath that no member of the Buckingham County Board of Supervisors nor
the Buckingham County Planning Commission has interest in such property either
individually, or by ownership of stock in a corporation owning such land, or by
partnership, or as a holder of ten percent (10%) or more of the outstanding shares of
stock in or as a director or officer of any corporation owning such land, directly or
indirectly by such members of his/her immediate household, except as follows:

Signature of Owner: (to be signed in front of notary public)

Stacey Maslyn

NOTARY PUBLIC
COUNTY OF Chesapeake STATE OF Virginia

Subscribed and sworn to me on this 2nd day of May
of the year 2025 My commission expires 6/30/29

Notary Public Signature:

Stamp:

Theresa Doshier





EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Goosehead Insurance 1500 Solana Blvd Building 4, Suite 4500 Westlake, Texas 76262	Phone (A/C, No, Ext): 800-474-1377	COMPANY Foremost P.O. Box 0915 Carol Stream, IL 60132-0915
FAX (A/C, No): 866-877-5250	E-MAIL: michael.newhall@goosehead.com	
CODE: AGENCY CUSTOMER ID #:	SUB CODE:	
INSURED Stacey Maslyn Robert Maslyn 420 Dundee Ln Chesapeake, VA 23322	LOAN NUMBER 400973435	POLICY NUMBER 5017470903
	EFFECTIVE DATE 10/21/2024	EXPIRATION DATE 10/21/2025
		CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

2612 Plank Rd
Dillwyn, VA 23936

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Dwelling - Coverage A	\$532,000	5000 AOP 5000 Wind/Hail
Other Structures - Coverage B	\$50,000	
Personal Property - Coverage C	\$35,000	
Loss of Use - Coverage D	53200	
Personal Liability - Coverage E	\$1,000,000	

REMARKS (Including Special Conditions)

This policy provides replacement cost coverage of the insured property subject to policy limits, endorsements, and underwriting.
Premium: \$2,944.00

Loan Number:

2nd Mortgage (if applicable):

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS loanDepot.com, LLC ISAOA/ATIMA PO Box 7114 Troy, MI 48007-7114	<input checked="" type="checkbox"/>	MORTGAGEE	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	
	LOAN # 400973435		
	AUTHORIZED REPRESENTATIVE Michael Newhall		



Karl R. Carter
County Administrator

E.M. Wright, Jr.
County Attorney

Buckingham County Board of Supervisors

Office of the County Administrator
13380 W. James Anderson

Highway

Post Office Box 252

Buckingham, Virginia 23921-0252

Telephone 434-969-4242

Fax 434-969-1638

www.buckinghamcountyva.org

Joe N. Chambers, Jr.
District 6 Supervisor
Chairman

Daony R. Allen
District 7 Supervisor
Vice-Chairman

Cameron Gilliam
District 2 Supervisor

Michael E. Palmore
District 3 Supervisor

Paul W. Garrett
District 4 Supervisor

Harry W. Bryant, Jr.
District 5 Supervisor

Dennis H. Davis, Jr.
District 1 Supervisor

Date: July 14, 2025

To: Buckingham County
Board of Supervisors

From: Nicci Edmondston, Zoning Administrator

Re: Public Hearing Case 25-SUP357

Applicants: Phillip Sandridge and David Wimer
463 Roseland Road
Roseland VA 22967

Property Information: Tax Map 22 Parcel 1 Lot 30 containing approximately 4.2 acres, located at TBD Hathcock Lane Howardsville VA 24562, District 2.

Zoning District: Agricultural District (A-1)

Request: To Obtain a Special Use Permit to Operate a Campground.

Background/Zoning Information: The property is located on Tax Map 22 Parcel 1 Lot 30, located at TBD Hathcock Lane Howardsville VA 24562, James River District. The landowners and applicants are Phillip Sandridge and David Wimer. The property is zoned Agriculture (A-1). The Zoning Ordinance does not permit a Campground as a by right permitted use. However, within A-1 Agriculture Zoning District, a Campground may be permitted by the Buckingham County Board of Supervisors by a Special Use Permit following recommendation by the Planning Commission in accordance with this ordinance and the Code of Virginia. The Planning Commission may recommend and the Board may impose conditions to ensure protection of the district if the Special Use Permit is approved. The application and narrative are attached.

Below are conditions that you may consider attaching to the request if approved:

1. That all federal, state and local regulations, ordinances and laws be strictly adhered to, including but not limited to 12 VAC5-450-VDH Rules and Regulations Governing Campgrounds.
2. Right of ways and roadway shoulders shall not be used for parking.

3. The property shall be kept neat and orderly.
4. That the applicant pursues a commercial solid waste container and follow the County Solid Waste Ordinance.
5. No campground structure shall be erected within 50' of adjoining properties.
6. There shall be no effluent form any camping unit, hoses, or connections.
7. That the campground be limited to a maximum of four campsites/units.
8. Only trailers classified as Recreational Vehicles, or self-contained camping unit, and with current registration shall be allowed.
9. That all documentation submitted by the applicant in support of this special use permit request becomes a part of the conditions except that any such documentation that may be inconsistent with these enumerated conditions shall be superseded by these conditions.
10. Nothing in this approval shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.
11. The County Zoning Administrator and one other County staff member, as appointed by the County Administrator, shall be allowed to enter the property, with proper notice, if a complaint is registered against the property for noncompliance with this permit. Any complaints not solely related to this permit will be given to the appropriate department or agency.
12. In the event that any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable
13. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the special use permit, if it be the wishes of the Board of Supervisors.
14. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.

July 22, 2025

TO: Buckingham County Board of Supervisors,
Buckingham County, Virginia

RE: Special Use Permit **25-SUP357** Phillip Sandridge and David Wimer

Dear Board of Supervisors

We would like to withdraw our request for **25-SUP357** for Tax Map 22, Parcel 1, lot 30 containing approximately 4.2 acres, located on Hathcock Lane, Howardsville, VA 24562.

Thank you,

A handwritten signature in dark ink, appearing to read "Phillip J. Sandridge", written over a printed name.

Phillip J. Sandridge

409 Calf Mountain Road
Waynesboro, VA 22980



Karl R. Carter
County Administrator

E. M. Wright, Jr.
County Attorney

Buckingham County
Board of Supervisors
Office of the County Administrator
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District 2 Supervisor

Michael E. Palmore
District 3 Supervisor

Paul W. Garrett
District 4 Supervisor

Harry W. Bryant, Jr.
District 5 Supervisor

Dennis H. Davis, Jr.
District 1 Supervisor

Date: August 11, 2025
To: Buckingham County
Board of Supervisors
From: Nicci Edmondston, Zoning Administrator
Re: Introduction Case 25-ZMA359

Applicant: Anderson Home Construction
4493 Cartersville Road
New Canton VA 23123

Property Information: Tax Map 82 Parcel 1 Lot 0C containing approximately 20.14 acres, located at 2223 Ridge Road Arvonias VA 23004, District 7.

Zoning District: Agricultural District (A-1)

Request: To Obtain a Zoning Map Amendment from A1 Agricultural to R2 Residential District for the development of a nine lot major subdivision. The Applicant is asking the Board of Supervisors to schedule a public hearing for this request.

Background/Zoning Information: The property is located on Tax Map 82 Parcel 1 Lot 0C, located at 2223 Ridge Road Arvonias VA 23004, Marshall Magisterial District. The landowner and applicant is Anderson Home Construction. The property is currently zoned Agriculture (A-1), and the formal request is for a zoning map amendment to Residential (R-2) for the purpose of a nine lot major subdivision. The Subdivision Ordinance defines a major subdivision as any subdivision of land of four or more lots. The Subdivision Ordinance is included as a reference for the platting and development requirements of proposed subdivision. The Zoning Ordinance is included as a reference for uses in the Residential R2 District. The application and all documents submitted by applicant for this request are included.

This case was introduced to the Planning Commission June 23, 2025, and a public hearing held July 28, 2025. The Planning Commission recommends approval of this case with six votes in favor, one vote against, and one member absent.

Would it be the pleasure of the Board of Supervisors to schedule a Public Hearing for this request?

September 8, 2025? 6pm?

REZONING APPLICATION CHECKLIST

BUCKINGHAM COUNTY OFFICE OF ZONING AND PLANNING MINIMUM SUBMISSION REQUIREMENTS

The following table lists the information necessary to review a rezoning application. All items are required, unless otherwise stated, and must be submitted in order for the application to be accepted for review. This completed checklist must be submitted with the application.

Adjacent Property Owners List and Affidavit (pages 5, 6 & 7 attached). This list can be obtained from the Clerk of Courts Office: ☒ YES ☐ NO

Completed application for rezoning (pages 3 & 4 attached). If not signed by the owner, a Power of Attorney must accompany the application: ☒ YES ☐ NO

Interest Disclosure Affidavit (page 8 attached). Must be signed by the owner: ☒ YES ☐ NO

Power of Attorney (page 11 attached). Required if anyone other than the owner is signing the application form or proffer statement on behalf of the owner: YES ☒ NO

Written Narrative (page 12 guidance in preparing the Written Narrative): ☒ YES ☐ NO

Fees: YES ☒ NO

Deed: YES ☒ NO

Plat (15 copies). The plat information may be incorporated into the Rezoning General Site Plan, in which case, copies of a separate plat are not required. The plat must be prepared by a certified land surveyor or licensed civil engineer and contain the following:

- A. Bearings and distances of a scale of 1" = 100' or less for all property lines and existing and proposed zoning lines: ☒ YES ☐ NO
- B. Area of land proposed for consideration, in square feet or acres: ☒ YES ☐ NO
- C. Scale and north point: ☒ YES ☐ NO
- D. Names of boundary roads or streets and widths of existing right-of-ways: ☒ YES ☐ NO

Rezoning General Site Plan (15 copies) The General Site Plan must contain the following:

- 1. Vicinity Map – Please show scale: ☒ YES ☐ NO ☐ N/A
- 2. Owner and Project Name: ☒ YES ☐ NO ☐ N/A
- 3. Parcel Identification numbers, name, present zoning, and zoning and use of all abutting or adjoining parcels: ☒ YES ☐ NO ☐ N/A
- 4. Property lines of existing and proposed zoning district lines: ☒ YES ☐ NO ☐ N/A
- 5. Area of land proposed for consideration, in square feet or acres: ☒ YES ☐ NO ☐ N/A
- 6. Scale and north point: ☒ YES ☐ NO ☐ N/A
- 7. Names of boundary roads or streets and widths of existing right-of-ways: ☒ YES ☐ NO ☐ N/A

8. Easements and encumbrances, if present on the property: YES NO N/A
9. Topography indicated by contour lines: YES NO N/A
10. Areas having slopes of 15% to 25% and areas having slopes of 25% or greater clearly indicated by separate shading devices (or written indication of "no areas having slopes of 15% to 25% or greater"): YES NO N/A
11. Water Courses to include the approximate location of the 100 year floodplain (if applicable) based on FEMA maps (or written indication of "not in floodplain"): YES NO N/A
12. Delineation of existing mature tree lines or written indication of "no mature tree lines": YES NO N/A
13. Proposed roads with right-of-way width that will connect with or pass through the subject property: YES NO N/A
14. General locations of major access points to existing streets: YES NO N/A
15. List of the proposed density for each dwelling unit type, and/or intensity of each non-residential use: YES NO N/A
16. Location of any open space and buffer areas, woodland conservation areas, storm water management facilities, and community and public facilities: YES NO N/A
17. Location of existing and proposed utilities, above or underground: YES NO N/A
18. Vehicular and pedestrian circulation plan, including traffic counts and typical street sections, right-of-way improvements, access points, travel ways, parking, loading, stacking, sidewalks, and trails: YES NO N/A
19. Layouts and orientation of buildings and improvements, building use, height, setbacks from property lines and restriction lines: YES NO N/A
20. Location and design of screening and landscaping: YES NO N/A
21. Building architecture: YES NO N/A
22. Site lighting proposed: YES NO N/A
23. Area of land disturbance in square feet and acres: YES NO N/A
24. Erosion and Sediment Control Plan submitted (10,000 square feet or more): YES NO N/A
25. Historical sites or gravesites on general site plan: YES NO N/A
26. Show impact of development of historical or gravesite areas: YES NO N/A
27. A copy of the current status of all real estate taxes of all property owned in Buckingham County. If real estate taxes are not current, an explanation in writing and signed by the owner shall accompany this application. Any liens or other judgments against property shall also be explained in writing and signed by the owner. YES NO N/A

APPLICATION FOR A ZONING MAP AMENDMENT

CASE NUMBER: _____
(Case Number Assigned by Zoning Administrator)

DATE OF APPLICATION: 6/3/25

Zoning Map Amendment: A1 to R2

Purpose of Zoning Map Amendment: major subdivision to include
9 lots

Zoning District: A1 Number of Acres: 21

Tax Map Section: 82 Parcel: 1 Lot: 00 Subdivision: _____ Magisterial Dist.: _____

Street Address: 2223 Ridge Rd
Directions from the County Administration Building to the Proposed Site: _____

Name of Applicant: Anderson Home Construction

Mailing Address: 4493 Carterville Rd New Canton, VA 23123

Daytime Phone: 804-839-7201 Cell Phone: same

Email: Andersonhomeconst@gmail.com Fax: _____

Name of Property Owner: Anderson Home Construction R. Alan Anderson

Mailing Address: same

Daytime Phone: 804-839-7201 Cell Phone: _____

Email: same Fax: _____

Signature of Owner: R. Alan Anderson Date: 6-2-25

Signature of Applicant: R. Alan Anderson Date: 6-2-25

Please indicate to whom correspondence should be sent:

☒ Owner of Property ☐ Contractor Purchaser / Lessee ☐ Authorized Agent ☐ Engineer
☐ Applicant

APPLICATION FOR A ZONING TEXT AMENDMENT

CASE NUMBER: _____
(Case Number Assigned by Zoning Administrator)

DATE OF APPLICATION: _____

Zoning Text Amendment: _____

Purpose of Zoning Text Amendment: _____

Permitted Use List: Yes: _____ No: _____ Special Use Permit List: Yes: _____ No: _____

Zoning District: _____ Number of Acres: 2.1

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____ Magisterial Dist.: _____

Street Address: 2223 Ridge Rd

Directions from the County Administration Building to the Proposed Site: _____

Name of Applicant: Anderson Home Construction

Mailing Address: 4493 Cartersville Rd New Canton, VA. 23123

Daytime Phone: 804-839-7201 Cell Phone: Same

Email: Andersonhomeconst@gmail.com Fax: _____

Name of Property Owner: Anderson Home Construction

Mailing Address: same

Daytime Phone: 804-839-7201 Cell Phone: _____

Email: same Fax: _____

Signature of Owner: R. AL Date: 6/3/25

Signature of Applicant: R. AL Date: 6/3/25

Please indicate to whom correspondence should be sent:

☒ Owner of Property ☐ Contractor Purchaser / Lessee ☐ Authorized Agent ☐ Engineer ☐ Applicant

ADJACENT PROPERTY OWNER'S LIST

(Required)

The applicant shall provide a list of all adjoining landowners, including subject property and all property immediately across the street/road from the subject property. Any body of water does not constitute a boundary line for this purpose, therefore a body of water and the property adjoining the subject property but separated by a body of water is still considered an adjoining landowner. County boundary lines and those adjoining property owners in the next County are considered adjoining property owners if the land adjoins the subject's property. Adjoining landowners can be verified through the Buckingham County Clerk of Courts or the Clerk's Office in the adjoining County, or by personal contact. The list shall include the name, address, town/city, zip code, road route number, tax map section number, parcel number, lot number, and subdivision. The list shall be typewritten or printed legibly. Failure to list all adjoining landowners could delay the process.

1. Name: Logan Wilson

Mailing Address: 206 Blinks Rd New Canton

Physical Address: _____

Tax Map Section: 82 Parcel: 3 Lot: 4 Subdivision: _____

2. Name: Jane Sample

Mailing Address: P.O. Box 310 Scottsville, VA. 22459

Physical Address: _____

Tax Map Section: 82 Parcel: 11 Lot: _____ Subdivision: _____

3. Name: Joshua Sieber

Mailing Address: 4516 Augusta Ave Richmond, Va. 23230

Physical Address: _____

Tax Map Section: 8 Parcel: 2 Lot: 1-30 Subdivision: _____

4. Name: Weyerheuser

Mailing Address: 205 Perry Lane Rd Brunswick GA 31525

Physical Address: _____

Tax Map Section: 82 Parcel: 4 Lot: _____ Subdivision: _____

6. Name: William & Bernice CAIN

Mailing Address: 417 Brooks Court

Physical Address: Glenn Burnie 21060

Tax Map Section: 82 Parcel: 1 Lot: 01E Subdivision:

7. Name: Norman & Bonnie Williams

Mailing Address: 1944 Ridge Rd Arvon, VA

Physical Address:

Tax Map Section: 82 Parcel: 1 Lot: 20 Subdivision:

8. Name: Norman & Bonnie Williams

Mailing Address: 1944 Ridge Rd Arvon, VA

Physical Address: 50

Tax Map Section: 8 Parcel: 1 Lot: 00 Subdivision:

9. Name: Conetary

Mailing Address: New Canton VA 23123

Physical Address:

Tax Map Section: 82 Parcel: 12 Lot: Subdivision:

10. Name: Samuel Spangler

Mailing Address: P.O. Box 310 Scottsville

Physical Address:

Tax Map Section: 82 Parcel: 11 Lot: Subdivision:

11. Name: Hunter Kaeli ~~TR~~ TRAVIS

Mailing Address: 2307 Ridge Rd Arvon, VA

Physical Address:

Tax Map Section: 82 Parcel: 10 Lot: Subdivision:

6. Name: Virginia Garrett

Mailing Address: 5296 Melita Rd

Physical Address: Arvonia, VA.

Tax Map Section: 82 Parcel: 2 Lot: 9 Subdivision: _____

7. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

8. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

9. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

10. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

11. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ Lot: _____ Subdivision: _____

ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This 3rd day of June, year 2025

I Robert Alan Anderson hereby make oath that
(printed name of owner/contract purchaser/authorized agent)

the list of adjoining landowners is a true and accurate list as submitted with my application.

Signed: (to be signed in front of notary public)

[Signature]

(owner / contract purchaser / authorized agent – please circle one)

NOTARY:
COMMONWEALTH OF VIRGINIA

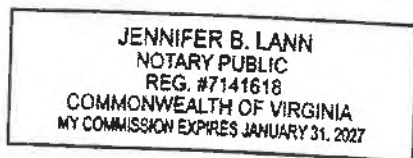
COUNTY OF Buckingham

STATE OF Virginia

Subscribed and sworn to me on the 3 day of June

of the year 2025 My Commission expires on 1-31-2027

Notary Public Signature: [Signature]
Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 3rd day of June, of the year 2025

I Robert Alan Anderson (printed name of owner)
hereby make oath that no member of the Buckingham County Board of Supervisors nor
the Buckingham County Planning Commission has interest in such property either
individually, or by ownership of stock in a corporation owning such land, or by
partnership, or as a holder of ten percent (10%) or more of the outstanding shares of
stock in or as a director or officer of any corporation owning such land, directly or
indirectly by such members of his/her immediate household, except as follows:

Signature of Owner: (to be signed in front of notary public)

NOTARY PUBLIC
COUNTY OF Buckingham STATE OF Virginia

Subscribed and sworn to me on this 3 day of June

of the year 2025. My commission expires 1/31/2027

Notary Public Signature: Jennifer B. Lann
Stamp:

JENNIFER B. LANN
NOTARY PUBLIC
REG. #7141618
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2027

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: _____

Location: _____

Proposed Use: _____

For VDOT use only:

_____ A Traffic Impact Statement is required per 24 VAC 30-155-60.

☒ A Traffic Impact Statement is not required. The traffic generated by the proposed zoning change / development does not exceed normal thresholds.

_____ The Traffic Impact Analysis has been waived by the Zoning / Planning Department for the following reasons:

Does the existing entrance meet VDOT requirements for the proposed use?

Yes ☒ n/a No _____ If no, please explain the necessary steps to bring into compliance with the requirements for the proposed use:

The Department has evaluated the subject preliminary 7 residential lot plat/subdivision proposal fronting Ridge Rd, Rt 676, received via email by Mr. Matt Anderson on May 7, 2025 and offers the following:

VDOT has no objection of the proposed layout as presented. Access to each residential lot will require a VDOT land use permit for access construction.

Prior to plat recordation, the Department requests review of the plat to ensure the appropriate notes for entrance construction and r/w information is correct.

Signature of VDOT Resident Engineer: Brian Lokker, P.E.

Digitally signed by Brian Lokker,
P.E.
Date: 2025.05.30 15:42:32 -0400

Printed Name: B. Lokker, PE - Asst Res Eng

Date: 5-30-29

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: _____

Location: _____

Proposed Use: _____

For VDOT use only:

_____ A Traffic Impact Statement is required per 24 VAC 30-155-60.

_____ A Traffic Impact Statement is not required. The traffic generated by the proposed zoning change / development does not exceed normal thresholds.

_____ The Traffic Impact Analysis has been waived by the Zoning / Planning Department for the following reasons:

Does the existing entrance meet VDOT requirements for the proposed use?

Yes _____ No _____ If no, please explain the necessary steps to bring into compliance with the requirements for the proposed use:

Signature of VDOT Resident Engineer: _____

Printed Name: _____ Date: _____

SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this _____ day of _____, in the year of _____,

I _____ the owner of _____
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint _____
(printed name)

my true and lawful attorney-in-fact, and in my name, place, and stead give unto him/her said full power and authority to do and perform all acts and make all representation necessary, without limitation whatsoever, to make application for said zoning. The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on the day _____ of the month _____ in the year of _____ and shall remain in full force and effect thereafter until actual notice by certified mail with return receipt requested is received by the Zoning / Planning Office of Buckingham County stating that the terms of this power have been revoked or modified.

Signature of Landowner (to be signed in front of Notary Public):

NOTARY PUBLIC

County of _____ State of _____

Subscribed and sworn before me on the _____ day of _____

in the year _____. My commission expires _____.

Signature of Notary Public: _____

Stamp:

WRITTEN NARRATIVE

The Written Narrative shall describe the relationship of the proposed project to the relevant components of the Comprehensive Plan. Please be very detailed and describe in depth each and every component 1 through 15. The following outline is provided to aid you in preparing the written narrative:

1. Land Use
2. Community Design
3. Cultural Resources
4. Economic Development
5. Environment
6. Fire and Rescue, Law Enforcement
7. Housing
8. Libraries
9. Parks and Open Spaces
10. Potable Water
11. Sewage
12. Schools
13. Telecommunications
14. Transportation
15. Solid Waste

If this proposal is for an event, describe the handling of the entire event, including but not limited to: number of participants, schedule of events, police, security, food, beverages, water, sanitation, emergencies, crowd control, entrances and exits, traffic control, signage, advertisement, parking, fee collection, control of animals, trash disposal, site clean-up, fighting, alcohol, abuse of alcohol and/or illegal substances

SIGNAGE AT PROPERTY

The Buckingham County Zoning Ordinance requires the following:

The applicant in any case which requires a public hearing shall post signs furnished by the agent on each parcel involved at least 21 days prior to the public hearing indicating that a public hearing is eminent, the date, a rezoning issue, and a County contact number. The signs shall be placed on the VDOT right-of-way closest to the applicant's property line and shall be clearly visible from the road with bottom of the sign not less than one and one half feet above the ground. If more than one public road abuts the property, the signs shall be placed in the same manner as above for each abutting road. If no road abuts a property, then the agent shall define an area for the signs. The agent may ask the applicant that the sign be moved to another area either on the property to achieve greater public visibility. The applicant shall be responsible for keeping the signs free from grass, weeds, and any other plants or vines that may obstruct the public's view. The applicant shall contact the Virginia Department of Transportation for any information concerning where the right-of-way is located. The applicant shall be responsible for the signs should VDOT or their contractor conduct mowing or clearing of the right-of-way in the area where the sign is located.

Any signs required shall be maintained at all times by the applicant up to the time of the final public hearing. No person, except the applicant or the agent or an authorized agent of either, shall remove or tamper with any sign furnished during the period it is required to be maintained under this section. All signs erected under this ordinance shall be removed by the applicant within 15 days following a decision at the final public hearing and shall be returned to the agent. The applicant shall purchase the signs at a fee as determined by the Board of Supervisors and shall be non-refundable. The applicant shall be responsible for the replacement of the sign(s) and shall contact the agent as soon as possible for another sign to be replaced as the manner described above. Should the sign(s) have to be replaced more than twice, this section shall no longer be forced upon the applicant.

I have read, understand and agree to the above requirements.

Applicant/Owner: R. AL [Signature]

Date: 6/3/25

TENTATIVE SCHEDULE FOR A REZONING AMENDMENT

The application, site plan, written narrative, and all information requested in this application must be filled out in its entirety and supplied to the Buckingham Zoning / Planning Office and the fee must be paid before this case will be allowed to move forward.

Case will be introduced at a regularly scheduled Planning Commission meeting held on the fourth Monday of every month. Planning Commission may set a Public Hearing at this time to be held during a regularly scheduled meeting. Public Hearings offer an opportunity for citizens to speak concerning the case.

Following the Planning Commission Public Hearing, the Planning Commission may make a recommendation to approve / deny / or table the case for more information. Once the Planning Commission makes a recommendation to approve or deny, this recommendation will be forwarded to the Board of Supervisors at their next regularly scheduled meeting. The Board of Supervisors meetings are held on the second Monday of every month. The Board of Supervisors may set a Public Hearing at this time to be held during a regularly scheduled meeting. The Board of Supervisors will make the final decision to approve or deny the application after the public hearing.

Example Timeline:

- | | |
|-------------|--|
| January 25 | Case is introduced to Planning Commission. Planning Commission sets Public Hearing for next regularly scheduled meeting on February 22. |
| February 22 | Planning Commission Public Hearing. Planning Commission recommends to approve / deny / or table for more information. Once the Planning Commission reaches a decision to approve or deny, this recommendation will be forwarded to the Board of Supervisors at their next regularly scheduled meeting. |
| March 8 | Case is introduced to Board of Supervisors. |
| April 12 | Board of Supervisors may approve / deny / table for more information. |

The Planning Commission and the Board of Supervisors has a right to call extra public hearings at their discretion if the Board(s) decide they are needed.

You or your agent are encouraged to attend these meetings to answer any questions that may arise concerning your application / proposal. The County strongly encourages the applicant to visit the area around his proposed site and understand what the adjoining landowner concerns are.

Comprehensive Plan Narrative for Subdivision of Land into 9 Residential Building Lots

Location: 2223 Ridge Road, Arvonía, VA 23004

Applicant: Anderson Home Construction, Inc.

Date: May 30, 2025

1. Land Use

The proposed subdivision aligns with Buckingham Countys land use vision by promoting responsible residential growth in rural residential zones. The development is consistent with the Countys goals of balancing growth and preservation, as the property is located in a district identified for low-density residential development. This project supports infill development that maintains the Countys rural character while accommodating new housing opportunities.

2. Community Design

Community design principles have been integrated into the proposed subdivision to ensure compatibility with the surrounding rural character. The lots are carefully arranged to respect natural topography and vegetation, with significant green buffers retained. Each lot will be accessed by its own driveway to provide safe and efficient access, and homes will be sited with appropriate setbacks, maintaining visual harmony with adjacent parcels. Design guidelines will encourage architectural consistency and compatibility.

3. Cultural Resources

A preliminary cultural and historic resource review has been conducted. The project area does not contain any designated historic landmarks or known archaeological sites. However, should artifacts or cultural features be discovered during construction, the project team will comply with all federal and state historic preservation regulations, including prompt notification of the Virginia Department of Historic Resources (DHR).

4. Economic Development

This subdivision contributes positively to the Countys economic development goals by generating local employment opportunities in construction, landscaping, and other homebuilding trades. Long-term, the new homes will increase the local tax base, promote demand for local services and goods, and attract new residents who may work or start businesses in the County. This supports diversified and sustainable rural economic growth.

5. Environment

Environmental stewardship is a key component of the project. The design preserves existing woodland areas and natural drainage patterns. A stormwater management plan will be submitted and implemented in accordance with DEQ and County regulations to mitigate runoff and protect water quality. Erosion and sediment control measures will be in place during site work. Native vegetation will be retained or replanted where practical, and impacts to wildlife habitats will be minimized.

6. Fire and Rescue, Law Enforcement

The proposed development will not place an undue burden on emergency services. The site is located within reasonable response times from nearby fire and rescue services and law enforcement.

7. Housing

The project supports the Countys housing goals by providing quality single-family homes within reach of middle-income buyers. The proposed homes will range in size and may include one- and two-story designs, accommodating various family types. The development diversifies the Countys housing stock and aligns with efforts to ensure a range of housing options that reflect the needs of residents while maintaining the rural character of the area.

8. Libraries

While the development will not directly impact library services, future residents will have access to the Countys public libraries, including the Central Library in Dillwyn. As a residential development, it is expected to result in only a minor increase in library usage, well within the systems current capacity.

9. Parks and Open Spaces

This project preserves significant open space on each lot through low-density design, with undeveloped wooded areas and green buffers retained where possible. Although it does not include a dedicated public park, the sites proximity to regional natural amenities (e.g., James River, public trails) allows residents recreational access consistent with the Countys goals to integrate passive open space and support outdoor living.

10. Potable Water

Potable water for each home will be provided by individual private wells in compliance with Virginia Department of Health standards. Preliminary well siting has

shown that groundwater is readily available in the area, and each lot exceeds the minimum lot size required to accommodate a well and septic system safely.

11. Sewage

Each home will be served by individual onsite septic systems, approved through the Virginia Department of Health. Soil evaluations have confirmed that the site is suitable for conventional or alternative systems. Septic locations and reserve areas will be designated on the final plat, ensuring compliance with public health regulations.

12. Schools

The subdivision may add a small number of students to the Countys public school system, depending on the demographics of incoming families. However, the impact on school capacity is expected to be minimal, as the number of new homes is limited. The development is within the catchment area of Buckingham County Public Schools and will benefit from existing transportation routes.

13. Telecommunications

The area currently has access to high-speed internet via fixed wireless or satellite service, and the developer is actively exploring partnerships with local providers (e.g., Firefly, CenturyLink) to ensure broadband infrastructure is extended or upgraded. Cellular service is also available in the area. Utility easements will be included in the subdivision plat to facilitate the installation of underground telecommunications.

14. Transportation

The development will include driveways for each lot to be built to VDOT standards and dedicated as a private access easement. The existing access to the parcel from Ridge Road (Route 655) will be improved with clear sight distances and adequate turning radii. Traffic impact from the project is expected to be minimal, with only nine additional homes generating low daily trip counts.

15. Solid Waste

Solid waste management will be handled by individual homeowners through private haulers or participation in the Countys solid waste convenience centers. Adequate space will be provided on each lot for trash and recycling containers. No on-site solid waste facilities will be needed or created by this development.

Ridge Road Neighboring land owners

82-3-4	Logan Wilson	206 Blinkys RD, New Canton, 23123
82-11	Jane Sprmple	P.O. Box 310 Scottsville, 24590
82-100	Norman Williams	944 Ridge Rd, Arvon, 23004
82-1-3D	Joshua Sieber	4516 Augusta AVE, Richmond, 23230
82-4	Weyerheuser	

CURVE TABLE									
#	Radius	Delta	Length	Chord	Tangent	Chord Bearing			
C1	2513.28'	03°02'18"	133.27'	133.26'	86.65'	S 22°29'06" W			
C2	426.41'	23°41'36"	151.2'	169.61'	97.24'	N 35°48'33" E			
C3	426.41'	23°46'59"	177.60'	175.73'	99.75'	N 60°30'45" E			

General Notes:
No current title report has been provided.

Other easements, restrictions and property rights may exist that are not shown on this plan.

By graphic determination no portion of the land herein is located in the FIRM 100-year special flood area Zone "A" as indicated on FEMA Map 51029C0150C, dated 25 March 2023. However, this land is located in Zone "X" (area outside of the 500-year floodplain).

Boundary shown is based on a current field survey.

— denotes road to be set unless otherwise stated.

--- denotes road not set unless otherwise stated.

TMP 82-4
Weyerhaeuser Company
DB 436-226
Zoned A-1
Timber Land

Lot 8
2.109 acres

Lot 7
2.200 acres

Lot 1
2.003 Acres

Lot 2
2.002 Acres

Lot 3
2.000 Acres

Lot 4
2.264 Acres

Lot 5
2.021 Acres

Lot 6
2.286 acres

Lot 9
2.317 acres

TMP 82-11
Samuel G. Spangler, III
DB 177-410
Zoned A-1
Residential

TMP 82-12
Zoned A-1
Vacant

TMP 82(1)-16
William L. Cain
Bernice D. Cain
DB 456-886
Zoned A-1
Residential

TMP 82(1)-00
Norman Wayne Williams, Trustee
Bonnie C. Williams, Trustee
DB 456-886
Zoned A-1
Wooded/Residential

SITE

0 1000' 2000' 4000' 6000'
Vicinity Scale 1" = 2,000'

LEGEND

- Ken Red Found
- Ken Red to be Set
- Adjacent Property
- Easement Line
- Gravel Driveway
- Drainage Wires
- Existing Tractline
- Possible Building Site

Development: "Subdivision of TMP 82(1)-00"

Tax Map Section: TMP 82(1)-00

Owner/Developer: Anderson Home Construction, Inc.
4403 Carleaville Road
New Canton, VA 23123
(804) 838-7201

Plan Preparer: Bell Land Surveys LLC
PO Box 116
Louisa, VA 23093
(540) 967-1514

Water/Sewer: private well & septic system

Total Lots: 9

Area in Lots: 18.202 Acres
Area in Roads: 0.916 Acre
TOTAL Area: 20.118 Acres

Maximum Proposed
Building Height: 36'

Current Zoning: A-1

Yard Setback Regulations:

Front: 50'

Side: 25'

Rear: 25'

Current Zoning: R-2

Yard Setback Regulations:

Front: 25' along Ridge Road

Side: 10' both sides must

equal 25' setback

Rear: 15'

Accessory Structure Setback Regulations:

Front: 25'

Side: 10'

Lot Density: 1 single-family

dwellings / 2 Acres

Contour Interval: 2ft - NAD 1983

Rezoning Plan

TMP 82(1)-00, 20.118 Acres

Marshall Magisterial District
Buckingham County, Virginia
Scale: 1"=100' * 30 May 2025

Bell Land Surveys LLC

PO Box 116, Louisa, VA 23093
(540) 967-1514 • bell@bellsurveys.com



Scale in Feet
0 50 100 200 300 400

CURVE TABLE	Radius	Delta	Length	Chord	Tangent	Chord Bearing
C1	2513.28'	93°02'18"	133.27'	133.26'	65.65'	S 22°29'55" W
C2	426.41'	25°41'34"	191.2'	189.61'	97.24'	N 35°46'33" E
C3	426.41'	25°46'58"	177.00'	176.73'	89.79'	N 60°30'45" E

General Notes:
No current title report has been provided.

Other easements, restrictions and property rights may exist that are not shown on this plan.

By graphic determination no portion of the land herein is located in the FEMA 100-year special flood area Zone "A1" as indicated on FEMA Map 5108001500, dated 25 March 2025. However, this land is located in Zone "X" (area outside of the 500-year floodplain).

Boundary survey is based on a current field survey.

--- denotes road to be set unless otherwise stated.

--- denotes road and unless otherwise stated.

TMP 82-4
Weyerhaeuser Company
DB 438-225
Zoned A-1
Timber Land

Lot 1
2,003
Acres

Lot 2
2,002
Acres

Lot 3
2,000
Acres

Lot 4
2,264
Acres

Lot 5
2,021
Acres

Lot 6
2,286
acres

Lot 7
2,200
acres

2,109 acres

Lot 9
2,317 acres

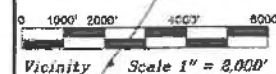
TMP 82-4
Weyerhaeuser Company
DB 438-225
Zoned A-1
Timber Land

TMP 82-11
Samuel G. Spangler, III
DB 177-803
Zoned A-1
Residential

TMP 82-12
Zoned A-1
Vacant

TMP 82(1)-18
William L. Carr
Bernice D. Carr
DB 456-805
Zoned A-1
Residential

TMP 82(1)-00
Norman Wayne Williams, Trustee
Bonnie C. Williams, Trustee
DB 456-806
Zoned A-1
Wooded/Residential



LEGEND

- 2nd Rod Found
- 2nd Rod to be Set
- Adjacent Property
- Easement Line
- Overhead Wires

Development: "Subdivision of TMP 82(1)-00"

Tax Map Section: TMP 82(1)-00

Owner/Developer: Anderson Home Construction, Inc.
4493 Carterville Road
New Canton, VA 23123
(804) 839-7201

Plan Preparer: Bell Land Surveys LLC
PO Box 116
Louisa, VA 23093
(540) 967-1514

Water/Sewer: private well & septic system

Total Lots: 9

Area in Lots: 19,202 Acres

Area in Roads: 0.918 Acre

TOTAL Area: 20,118 Acres

Maximum Proposed Building Height: 35'

Current Zoning: A-1

Yard Setback Regulations:

Front: 30'

Side: 25'

Rear: 25'

Current Zoning: R-2

Yard Setback Regulations:

Front: 25' along Ridge Road

Side: 10' both sides meet equal 25' setback

Rear: 15'

Accessory Structure Setback Regulations:

Front: 25'

Side: 10'

Lot Density: 1 single-family dwelling / 2 Acres

Contour Interval: 2ft - NAVD 1988

Plat of Boundary Survey and Subdivision

TMP 82(1)-00, 20,118 Acres

Prepared for

Anderson Home Constructions, Inc.

Marshall Magisterial District

Buckingham County, Virginia

Scale 1" = 100' • 30 May 2025

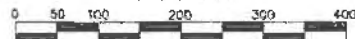
Bell Land Surveys LLC

PO Box 116, Louisa, VA 23093

(540) 967-1514 • bell@bellsurveys.com



Scale in Feet





Anderson Home Construction <andersonhomeconst@gmail.com>

VDOT Preliminary Review - Ridge Rd (Rt 676) Subdivision Preliminary Plan - Tax Parcel 82-1-0C

1 message

Lokker, Brian P.E. (VDOT) <Brian.Lokker@vdot.virginia.gov>

Fri, May 16, 2025 at 11:58 AM

To: "andersonhomeconst@gmail.com" <andersonhomeconst@gmail.com>

Cc: Nicci Edmonston <nedmondston@buckinghamcounty.virginia.gov>, Lyn Hill <lhill@buckinghamcounty.virginia.gov>, "Edwards, Charles D. (VDOT)" <CharlesD.Edwards@vdot.virginia.gov>

Good afternoon, Matt.

The Department has evaluated the subject preliminary plat/subdivision proposal and offers the following:

VDOT has no objection of the proposed layout as presented. Access to each residential lot will require a VDOT land use permit for access construction.

Prior to plat recordation, please provide a copy for VDOT review/comment. Information such as plan notes, r/w width, cross street offset, etc. will need to be shown.

Let me know if you or the County have any further questions.

Brian

From: Anderson Home Construction <andersonhomeconst@gmail.com>

Sent: Wednesday, May 7, 2025 2:02 PM

To: Lokker, Brian P.E. (VDOT) <brian.lokker@vdot.virginia.gov>

Subject: Ridge rd sketch with information

Afternoon, I have attached our sketch of our Ridge road lot. In the top left corner is all the information I was told to have on there. If you need anything else please let me know.

Thanks,

Matthew Anderson
Anderson Home Construction
(434)414-4392

 **Ridge rd Sketch.pdf**
172K

Introducing the Ridge Road Development Project

Location

2223 Ridge Road Arvon, VA

Home Sites

9 master-planned lots with natural buffers

Price Range

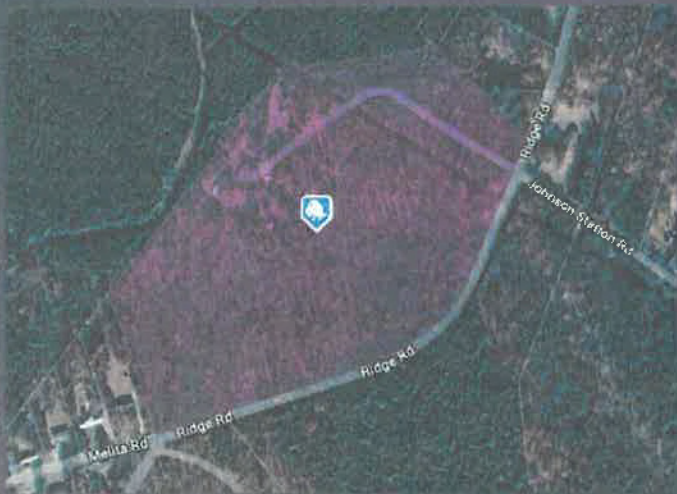
Starting from \$375,000

Community Features

Hardwoods, rolling hills.

Timeline

First homes delivered beginning of 2026. (est.)



Made with GAMMA

Building Dreams: Why Choose Anderson



Quality Craftsmanship

Proven record of excellence in every detail. Our homes showcase superior workmanship throughout.



Generational Homes

Built to last with enduring materials and timeless design. Family memories start here.



Ready to Welcome

Excited to bring new families into our newest community. Your dream home awaits.



The Anderson Homeowner Experience

Guided Selection

Expert assistance from site selection through move-in day. Your journey is fully supported every step.

Transparent Pricing

We build your home "on paper" first. No hidden costs or unexpected surprises along the way.

Dedicated Support

Comprehensive customer service and warranty protection. We stand behind our work completely.

Made with **GAMMA**

Building Dreams: Why Choose Anderson



Quality Craftsmanship

Proven record of excellence in every detail. Our homes showcase superior workmanship throughout.



Generational Homes

Built to last with enduring materials and timeless design. Family memories start here.



Ready to Welcome

Excited to bring new families into our newest community. Your dream home awaits.



Our Legacy & Values



Family-Owned Legacy

Second-generation craftsmanship that builds on decades of construction excellence.



Proven Track Record

Over 400 homes completed throughout Central Virginia. Families trust our name.



Award-Winning Quality

Recognized for exceptional craftsmanship and outstanding customer satisfaction ratings.

Made with **GAMMA**



Building with Excellence: The Anderson Approach



Transparent Design

Clear, thorough design and budget process with no surprises.



On-Time Delivery

Projects completed when promised, on budget, every time.

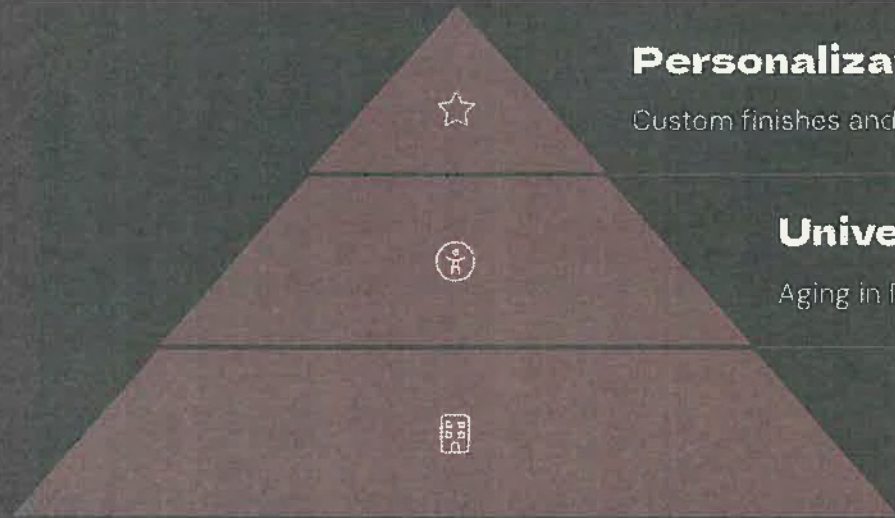


Meticulous Quality

Attention to every detail with premium materials throughout.

Made with **GAMMA**

Home Plans & Customizable Features



Personalization

Custom finishes and layout options

Universal Design

Aging in Place features

Diverse Floor Plans

Single-story, two-story options

Made with **GAMMA**

Community Commitment & Impact

Local Partnerships

Active collaborations with regional organizations and charitable foundations. We build more than houses—we build communities.

Neighborhood Amenities

Thoughtfully designed shared spaces and environmental protections. Our developments preserve natural beauty.

Sustainable Growth

Smart planning that supports family living while respecting the land. Our homes are built for generations.

6/02/25 12:07:08 Real Estate Maintenance REVIEW User SMBAI
 Acct# 000004653 001 BUCKINGHAM COUNTY eBill? L-Chg 9/18/2018
 Owner/Name Address Adr Chg Y *Status *Dist: 04 000 Batch
 ANDERSON ROBERT A SSN#1: SSN#2:
 Tenant Name / Property Address
 2080 CARTERSVILLE RD
 000000 CARTERSVILLE RD
 NEW CANTON VA 23123 0000 00000 0000
 EDZ: CDA:
 Dsc1 RT 610 - 2 MI E OF Dsc2 GOLD HILL 40.323 AC *Blck Internet
 Dsc3 Dsc4 *Blck E-Check
 Map# PAG 84 INS DC BLK LOT 37 SUB
 GPIN Grantor:

Land 88200 Acres (3) 40323 Assessment Loan# Mor
 Use Class 5.0 *Zone ID# KS Code ACH FG/\$
 Impv. Par.(1)/Cd Date 00000000 Bill# 435
 Mtn Land Ty/Rn/Lnd / Batch 1st Half 264.60
 Timber P BkPg St Excl 00 1H Addtl
 Mineral D BkPg 207 179 2nd Half 264.60
 Tot Value 88200 W BkPg BIPermt 0018983 2H Addtl
 Total Tax Instrmt 0000 0000000 Tot. Tax 529.20
 Cons/Date / 00000000 Prort Dt 00000000
 F3=Exit F4=Suppl F11=Transf F18=Attach F24=More Keys

6/02/25 12:07:15 Real Estate Maintenance REVIEW User CPBAI
 Acct# 000011080 001 BUCKINGHAM COUNTY eBill? L-Chg 3/26/2020
 Owner/Name Address Adr Chg Y *Status *Dist: 04 000 Batch
 ANDERSON ROBERT A SSN#1: SSN#2:
 Tenant Name / Property Address
 2080 CARTERSVILLE RD
 002707 LITTLE CREEK RD
 NEW CANTON VA 23123 0000 00000 0000
 EDZ: CDA:
 Dsc1 RT 610 - 2 MI E OF Dsc2 GOLD HILL LOT B *Blck Internet
 Dsc3 16.425 AC Dsc4 *Blck E-Check
 Map# PAG 84 INS DC BLK LOT 37 SUB A
 GPIN Grantor:

Land	53500	Acres (3)	16425	Assessment	Loan#	Mor
Use		Class	2 0	*Zone	ID# KS Code	ACH FG/\$
Impv.	87100	Par. (1)/Cd		Date	00000000	Bill# 436
Mtn Land		Ty/Rn/Lnd	/	Batch		1st Half 421.80
Timber		P BkPg		St Excl	00	1H Addtl
Mineral		D BkPg	341 676			2nd Half 421.80
Tot Value	140600	W BkPg		BIPermt	0018983	2H Addtl
Total Tax		Instrmt	0000 0000000	Tot. Tax		843.60
		Cons/Date	10000 / 02152007	Prort Dt	00000000	

F3=Exit F4=Suppl F11=Transf F18=Attach F24=More Keys

6/02/25 12:08:12 Real Estate Maintenance REVIEW User BMBAI
 Acct# 000011414 001 BUCKINGHAM COUNTY eBill? L-Chg 2/07/2024
 Owner/Name Address Adr Chg Y *Status *Dist: 04 000 Batch
 ANDERSON ROBERT A SSN#1: SSN#2:
 Tenant Name / Property Address
 2080 CARTERSVILLE RD 002080 CARTERSVILLE RD
 NEW CANTON VA 23123 0000 00000 0000
 EDZ: CDA:
 Dsc1 RT 610 - 2 MI E OF Dsc2 GOLD HILL 10 AC *Blck Internet
 Dsc3 Dsc4 *Blck E-Check
 Map# PAG 84 INS DC BLK LOT 37 SUB C
 GPIN Grantor:

Land	33800	Acres (3)	10000	Assessment	Loan#	Mor
Use		Class	2.0	*Zone	ID# KS Code	ACH FG/\$
Impv.	317000	Par. (1)/Cd		Date	00000000	Bill# 437
Mtn Land		Ty/Rn/Lnd	/	Batch		1st Half 1052.40
Timber		P BkPg	84 37	St Excl	00	1H Addtl
Mineral		D BkPg				2nd Half 1052.40
Tot Value	350800	W BkPg		BIPermt	0018983	2H Addtl
Total Tax		Instrmt	0000 0000000	Tot. Tax		2104.80
		Cons/Date	/ 00000000	Prort Dt	00000000	

F3=Exit F4=Suppl F11=Transf F18=Attach F24=More Keys

6/02/25 12:09:08 Real Estate Maintenance REVIEW User SLBAI
Acct# 000012922 001 BUCKINGHAM COUNTY eBill? L-Chg 4/25/2023
Owner/Name Address Adr Chg Y *Status *Dist: 04 000 Batch
ANDERSON HOME CONSTRUCTION INC SSN#1: SSN#2:
2080 CARTERSVILLE RD GREEN LEVEL II SUBD
002779 LITTLE CREEK RD
NEW CANTON VA 23123 0000 000000 0000
EDZ: CDA:
Dsc1 RT 743 - 2 MI E OF Dsc2 GOLD HILL LOT 7 *Blck Internet
Dsc3 2.01 AC Dsc4 *Blck E-Check
Map# PAG 84 INS DC 6 BLK LOT 7 SUB
GPIN Grantor: ANDERSON H K III

Land 16000 Acres (3) 2010 Assessment Loan# Mor
Use Class 2.0 *Zone ID# KS Code ACH FG/\$
Impv. 9300 Par. (1)/Cd Date 00000000 Bill# 400
Mtn Land Ty/Rn/Lnd / Batch 1st Half 75.90
Timber P BkPg 160F St Excl 00 1H Addtl
Mineral D BkPg 341 674 2nd Half 75.90
Tot Value 25300 W BkPg BIPermt 0016197 2H Addtl
Total Tax Instrmt 0000 0000000 Tot. Tax 151.80
Cons/Date 30000 / 02162007 Prort Dt 00000000
F3=Exit F4=Suppl F11=Transf F18=Attach F24=More Keys

6/02/25 12:09:29 Real Estate Maintenance REVIEW User BMBAI
 Acct# 000007655 001 BUCKINGHAM COUNTY eBill? L-Chg 10/28/2019
 Owner/Name Address Adr Chg Y *Status *Dist: 05 000 Batch
 SPROUSES CORNER LLC SSN#1: SSN#2:
 Tenant Name / Property Address
 PO BOX 10
 000000 SPROUSES CORNER RD
 POWHATAN VA 23139 0000 00000 0000
 EDZ: CDA:
 Dsc1 RT 15-60 - AT SROUSES Dsc2 CORNER 21.507 AC *Bkck Internet
 Dsc3 Dsc4 *Bkck E-Check
 Map# PAG 137 INS DC BLK LOT 86 SUB
 GPIN Grantor:

Land	161300	Acres (3)	21507	Assessment	Loan#	Mor
Use		Class 4 0	*Zone	ID# KS	Code	ACH FG/\$
Impv.		Par. (1)/Cd		Date	00000000	Bill# 11197
Mtn Land		Ty/Rn/Lnd	/	Batch		1st Half 483.90
Timber		P BkPg		St Excl	00	1H Addtl
Mineral		D BkPg	372 290			2nd Half 483.90
Tot Value	161300	W BkPg		BIPermt	0000000	2H Addtl
Total Tax		Instrmt	0000 0000000			Tot. Tax 967.80
		Cons/Date	775000 / 07022009			Prort Dt 00000000

F3=Exit F4=Suppl F11=Transf F18=Attach F24=More Keys

6/02/25 12:09:36 Real Estate Maintenance REVIEW User BMBAI
Acct# 000007656 001 BUCKINGHAM COUNTY eBill? L-Chg 10/28/2019
Owner/Name Address Adr Chg Y *Status *Dist: 05 000 Batch
SPROUSES CORNER LLC SSN#1: SSN#2:
PO BOX 10 Tenant Name / Property Address
SPROUSES APARTMENTS
000147 SPROUSES CORNER RD
POWHATAN VA 23139 0000 00000 0000
EDZ: CDA:
Dsc1 RT 15 - AT SPROUSES Dsc2 CORNER 3.77 AC *Bkck Internet
Dsc3 Dsc4 *Bkck E-Check
Map# PAG 137 INS DC BLK LOT 87 SUB
GPIN Grantor:

Land 37700 Acres (3) 3770 Assessment Loan# Mor
Use Class 3 0 *Zone ID# JLC Code ACH FG/\$
Impv. 1137700 Par. (1)/Cd Date 00000000 Bill# 11198
Mtn Land Ty/Rn/Lnd / Batch 1st Half 3526.20
Timber P BkPg St Excl 00 1H Addtl
Mineral D BkPg 372 290 2nd Half 3526.20
Tot Value 1175400 W BkPg WB18 703 BIPermt 0018203 2H Addtl
Total Tax Instrmt 0000 0000000 Tot. Tax 7052.40
Cons/Date 775000 / 07022009 Prort Dt 00000000

F3=Exit F4=Suppl F11=Transf F18=Attach F24=More Keys

6/02/25 12:09:40 Real Estate Maintenance REVIEW User BMBAI
 Acct# 000007657 001 BUCKINGHAM COUNTY eBill? L-Chg 10/28/2019
 Owner/Name Address Adr Chg Y *Status *Dist: 05 000 Batch
 SPROUSES CORNER LLC SSN#1: SSN#2:
 Tenant Name / Property Address
 PO BOX 10
 000092 SPROUSES CORNER RD
 POWHATAN VA 23139 0000 00000 0000
 EDZ: CDA:
 Dsc1 RT 15 - AT SPROUSES Dsc2 CORNER 2 AC *Blck Internet
 Dsc3 Dsc4 *Blck E-Check
 Map# PAG 137 INS DC BLK LOT 88 SUB
 GPIN Grantor:

 Land 99000 Acres (3) 2000 Assessment Loan# Mor
 Use Class 4 0 *Zone ID# KS Code ACH FG/\$
 Impv. 2900 Par.(1)/Cd Date 00000000 Bill# 11199
 Mtn Land Ty/Rn/Lnd / Batch 1st Half 305.70
 Timber P BkPg St Excl 00 1H Addtl
 Mineral D BkPg 372 290 2nd Half 305.70
 Tot Value 101900 W BkPg BIPermt 0018203 2H Addtl
 Total Tax Instrmt 0000 0000000 Tot. Tax 611.40
 Cons/Date 775000 / 07022009 Prort Dt 00000000
 F3=Exit F4=Suppl F11=Transf F18=Attach F24=More Keys

6/02/25 12:10:35 Real Estate Maintenance REVIEW User ALWBAl
Acct# 000013568 001 BUCKINGHAM COUNTY eBill? L-Chg 12/16/2024
Owner/Name Address Adr Chg Y *Status *Dist: 04 Batch
ANDERSON MATTHEW M SSN#1: SSN#2:
Tenant Name / Property Address
19 NUBBIN HILL RD
000019 NUBBIN HILL RD
NEW CANTON VA 23123 0000 00000 0000
EDZ: CDA:
Dsc1 RT 610-728 - 2 MI W OF Dsc2 CAMPBELLS CORNER *Blck Internet
Dsc3 3.181 AC Dsc4 *Blck E-Check
Map# PAG 70 INS DC BLK LOT 34 SUB B
GPIN Grantor: ANDERSON H K II & DOLORES G ANDERSON

Land 18400 Acres (3) 3181 Assessment Loan# Mor 002
Use Class 2 0 *Zone ID# JLC Code ACH FG/\$
Impv. 253500 Par. (1) /Cd Date 00000000 Bill# 427
Mtn Land Ty/Rn/Lnd / Batch 1st Half 815.70
Timber P BkPg 366 160 St Excl 00 1H Addtl
Mineral D BkPg 421 853 2nd Half 815.70
Tot Value 271900 W BkPg BIPermt 0019405 2H Addtl
Total Tax Instrmt 0000 0000000 Tot. Tax 1631.40
Cons/Date 110000 / 02022015 Prort Dt 00000000
F3=Exit F4=Suppl F11=Transf F18=Attach F24=More Keys

TAX RECEIPT

Ticket #:00000500001 @@

BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN, TREASURER
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Date : 6/04/2025
Register: KJ1/KJ1
Trans. #: 29760
Dept # : REZONE
Acct# :

REZONING
82-1-0C

Previous
Balance \$.00

Principal Being Paid \$ 550.00
Penalty \$.00
Interest \$.00
Convenience Fee \$.00
Amount Paid \$ 550.00

ANDERSON HOME CONSTRUCTION

*Balance Due \$.00
cr cd 3000.00 # 0407*****

Pd by ANDERSON HOME CONSTRUCTION
BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 6/2025

TAX RECEIPT

Ticket #:00000280001

BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN, TREASURER
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Date : 6/04/2025
Register: KJ1/KJ1
Trans. #: 29760
Dept # : SUBMAJ
Acct# :

MAJOR SUBDIVISION
82-1-0C

Previous
Balance \$.00

Principal Being Paid \$ 2450.00
Penalty \$.00
Interest \$.00

ANDERSON HOME CONSTRUCTION

Amount Paid \$ 2450.00

*Balance Due \$.00

Pd by ANDERSON HOME CONSTRUCTION
BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 6/2025

2025-661

BOOK 528 PAGE 453

PARCEL IDENTIFICATION (GPIN) NO.: 82-1-0C

Consideration: \$ 92,500.00
Tax Assessment: \$ 69,800.00

Prepared By: Tluchak, Redwood & Culbertson, PLLC
Kathryn Taylor Redwood, Esq. (VSB#89622)
3721 Westerre Parkway, Ste E, Henrico, Virginia 23233
File #: 2025-331
Title Insurance Underwriter: Old Republic National Title Insurance Company

THIS DEED OF BARGAIN AND SALE made this 16th day of April, 2025, by and between MARCUS JEROME KIM, Grantor, and ANDERSON HOME CONSTRUCTION INC., Grantee.

W I T N E S S E T H :


THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey with GENERAL WARRANTY and with ENGLISH COVENANTS OF TITLE unto the Grantee, in fee simple, the following described property, to-wit:

SEE ATTACHED SCHEDULE "A"

This conveyance is made subject to such covenants, restrictions, conditions, easements and matters of record as may lawfully affect said property

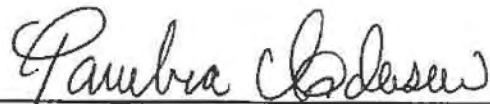
BOOK 528 PAGE 454

WITNESS the following signature and seal:

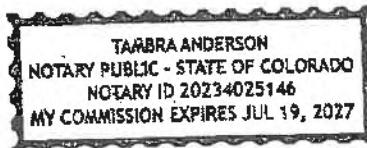

_____[SEAL]
Marcus Jerome Kim

STATE OF Colorado
CITY/COUNTY OF EL PASO TO-WIT:

The foregoing Deed was acknowledged before the undersigned, a Notary Public in and for the jurisdiction aforesaid, this 18 day of April, 2025 by Marcus Jerome Kim.



Notary Public
My commission expires: 7/19/2027
Notary Reg. #: 20234025146



GRANTEE'S ADDRESS:

4493 Cartersville Road
New Canton, VA 23123

SCHEDULE "A"
LEGAL DESCRIPTION

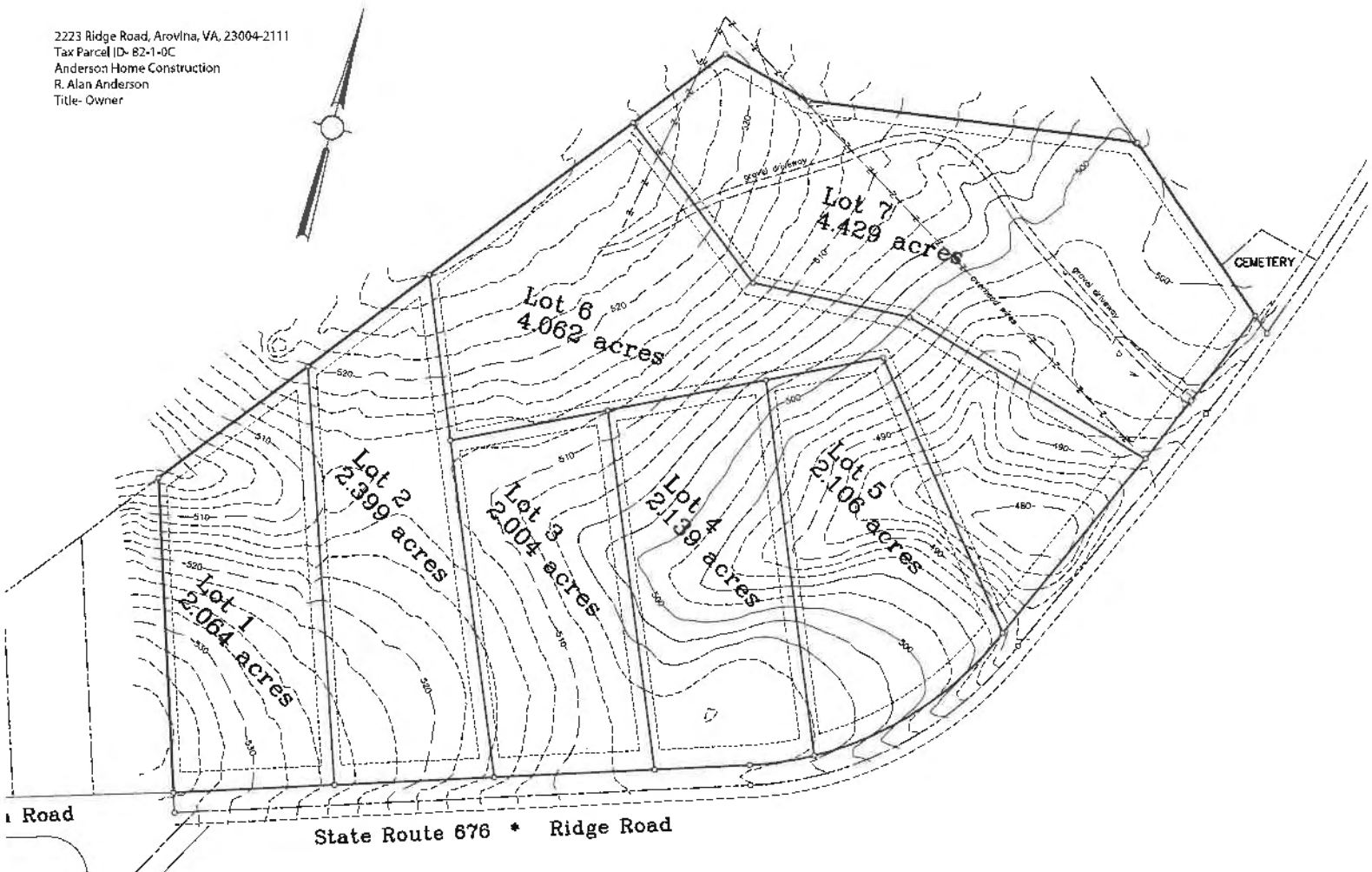
ALL that certain tract, piece or parcel of land, with the buildings and improvements thereon, containing 20.14 acres, situate, lying and being in Marshall Magisterial District, Buckingham County, Virginia, and being bounded by Virginia Secondary Highway No. 676, and the lands of Westvaco, Nash, and Eldridge, and being more particularly described as Lot C, on that certain plat made by Ralph P. Hines, C.L.S., and recorded in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Plat Book 1, page 23.

BEING the same real estate conveyed to Teresa L. Sutherland, Charles E. Sutherland, Jon Douglas Bell and Marcus Jerome Kim, as joint tenants with the rights of survivorship, as at common law, and not as tenants in common, by deed of gift from Teresa L. Sutherland and Charles E. Sutherland, dated August, 2012, recorded August 24, 2012, in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 400, page 183. The said Charles E. Sutherland died January 16, 2018. The said Teresa L. Sutherland died December 11, 2021. The said Jon Douglas Bell conveyed his interest in subject property to Marcus Jerome Kim by deed dated January 30, 2023, recorded February 13, 2023, in the aforesaid Clerk's Office, in Deed Book 504, page 732.

035 Rec Fee	3	00	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY The foregoing instrument with acknowledgement was admitted to record on <u>5/7/2025</u> at <u>10:45A</u> M. in D.B. <u>528</u> Page(s) <u>453-455</u> Instrument # <u>2025-661</u> Teste: JUSTIN D. MIDKIFF, CLERK BY: <u>[Signature]</u> , DEPUTY CLERK
St. R. Tax	231	25	
Co. R. Tax	37	08	
Transfer	1	00	
Clerk	14	50	
Lib.(145)	3	50	
T.T.F.	5	00	
Grantor Tax	92	50	
036 Proc Fee	20	00	
Total \$	447	83	

No title search was performed on the subject property by the preparer. The preparer of this deed makes no representation as to the status of the title, nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantees and /or their agents; no boundary survey was made at the time of this conveyance. Preparer is performing clerical/ministerial functions and no attorney client relationship is created either express or implied.

2223 Ridge Road, Arovinha, VA, 23004-2111
Tax Parcel ID- 82-1-0C
Anderson Home Construction
R. Alan Anderson
Title- Owner





APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: _____

Location: _____

Proposed Use: _____

For VDOT use only:

_____ A Traffic Impact Statement is required per 24 VAC 30-155-60.

☒

A Traffic Impact Statement is not required. The traffic generated by the proposed zoning change / development does not exceed normal thresholds.

_____ The Traffic Impact Analysis has been waived by the Zoning / Planning Department for the following reasons:

Does the existing entrance meet VDOT requirements for the proposed use?
Yes ☒ n/a No _____ If no, please explain the necessary steps to bring into compliance with the requirements for the proposed use:

The Department has evaluated the subject preliminary 7 residential lot plat/subdivision proposal fronting Ridge Rd, Rt 676, received via email by Mr. Matt Anderson on May 7, 2025 and offers the following:


VDOT has no objection of the proposed layout as presented. Access to each residential lot will require a VDOT land use permit for access construction.

Prior to plat recordation, the Department requests review of the plat to ensure the appropriate notes for entrance construction and r/w information is correct.

Signature of VDOT Resident Engineer: Brian Lokker, P.E. Digitally signed by Brian Lokker, P.E.
Date: 2025.05.30 15:42:32 -04'00'

Printed Name: B. Lokker, PE - Asst Res Eng Date: 5-30-29

CHRISTY L. CHRISTIAN
BUCKINGHAM COUNTY TREASURER
POST OFFICE BOX 106
BUCKINGHAM, VIRGINIA 23921

TO: BUCKINGHAM COUNTY BOARD OF SUPERVISORS
FROM: CHRISTY L. CHRISTIAN, TREASURER 
SUBJECT: REFUND TAX OVERPAYMENT
DATE: 7/11/2025
CC: KARL CARTER, COUNTY ADMINISTRATOR

It was necessary for the Commissioner of the Revenue to issue abatements for an exemption applied to real estate tax for the 2023, 2024, and 2025 tax years for Andrew J. and Cinda D. Schmitt. A credit of \$3,175.28 was left after the exemption was applied.

I am requesting a refund in the amount of \$3,175.28 be issued to Andrew J. and Cinda Schmitt at 1004 Evans Mill Rd Dillwyn VA 23936. Thank you for your consideration.



Karl R. Carter
County Administrator

E.M. Wright, Jr.
County Attorney

Buckingham County
Board of Supervisors
Office of the County Administrator
13380 W. James Anderson Highway
Post Office Box 252
Buckingham, Virginia 23921-0252
Telephone 434-969-4242
Fax 434-969-1638
www.buckinghamcountyva.org

Joe N. Chambers, Jr.
District 6 Supervisor
Chairman

Danny R. Allen
District 7 Supervisor
Vice-Chairman

Dennis H. Davis, Jr.
District 1 Supervisor

L. Cameron Gilham
District 2 Supervisor

Michael F. Palmore
District 3 Supervisor

Paul W. Garrett
District 4 Supervisor

Harry W. Bryant, Jr.
District 5 Supervisor

Date: August 11, 2025

To: Buckingham County Board of Supervisors

From: Karl Carter, County Administrator

Re: Next Gen 911 Grant Appropriation

We have been approved for a \$150,000 grant to make upgrades to our E911 system. The grant will be one of a reimbursement process, meaning we will have to pay for the expenses up front and then submit documentation for reimbursement.

Thanks to Jamie Shumaker for his time and effort while working on this grant application.

Please consider appropriating these funds to the E-911 budget for expense.



COMMONWEALTH of VIRGINIA
Virginia 9-1-1 Services Board

Dorothy Spears-Dean, Ph.D.
Deputy State Coordinator
VDEM
(804) 840-7260

Mary Binford
PSC Coordinator
VDEM
(804) 536-8177

July 17, 2025

Dear Buckingham County PSAP:

I am pleased to advise you that the Virginia 9-1-1 Services Board has approved your **FY26 NG911 Additional Funding** grant request. You have been awarded **\$150,000.00** for eligible costs for the: **FY26 NG911 Additional Funding** outlined in [the PSAP Grant Guidelines for the FY26 Additional Funding](#). Funding for this grant award will be available beginning July 1, 2025.

The Grant Payment Reimbursement Process is described in the Grant Guidelines. Payment will be made on a reimbursement basis only for allowable costs. All funding requests must be submitted in the vdem.emgrants.com system. For the request to be processed, invoice(s) that support the amount requested should be attached to the form when it is submitted. All invoices should be submitted within 30 calendar days and dated after July 1, 2025. Finally, grant payment requests will be held until all required reports are received.

If you have any questions, please do not hesitate to contact me, 911 Grant Program Specialist Marcus Grant, or your NGS Outreach Manager. Questions can also be directed to the PSAP Grants mailbox: psapgrants@vdem.virginia.gov.

Congratulations on your grant award!

Sincerely,

Marcus Grant

Marcus Grant
911 Grant Program Specialist

Mayor:
Karen S. Frable-Moss

TOWN OF DILLWYN
1030 Main St., P. O. Box 249, Dillwyn, Virginia 23936
Phone: (434) 983-2076, FAX: (434) 983-1723

Council Members:
Janel Venable
Sandra F. Moss
Robert Pinelli
Faye Shumaker

Vice Mayor:
Sharon Baker

E-mail: dillwynva@embarqmail.com
Website: www.dillwynva.org

Clerk/Treasurer:
Loretta C. Reams

July 25, 2025

Mr. Karl Carter
County Administrator
Buckingham County
P.O. Box 252
Buckingham, VA 23921

Dear Mr. Carter

As you are aware, the Town of Dillwyn has too many vacant commercial buildings in our downtown. Several of these are in poor condition and unfortunately do not have active building permits to improve their viability. The Town has become aware of a method of utilizing civil penalties to bring the "derelict" properties into compliance. Attached are the controlling Code of Virginia sections.

The Code of Virginia requires the Building Official to inspect the building and property and make a determination that the property is derelict. Since the County provides the Building Official service for the Town, the Town of Dillwyn is requesting the Board of Supervisors to permit the County Building Official perform the necessary inspection and if warranted make the declaration of a derelict building/property. This should not be burdensome because there are potentially only one to three such properties/buildings at this time. The matter has been discussed with the Building Official and he has indicated that he would be willing to do so if the Board of Supervisors approves this request.

This method of dealing with derelict properties will lead to new businesses that will provide goods and services and new tax values to the Town and the County. It is our opinion that this approach will assist all parties in the economic development of the Town and County.

Please place this matter on the next possible agenda of the Board of Supervisors. If there are any questions regarding this request, please contact Mr. Dennis Carney, our Planning Consultant at Town Hall (434)983-2076.

Sincerely,



Karen Frable-Moss
Mayor
Town of Dillwyn

ATTACHMENT M-3

Code of Virginia

Title 15.2. Counties, Cities and Towns

Chapter 11. Powers of Cities and Towns

§ 15.2-1127. Vacant building registration; civil penalty.

Any county, city, or town, by ordinance, may require the owner or owners of buildings that have been vacant for a continuous period of 12 months or more and (i) that meet the definition of "derelict building" under § 15.2-907.1, (ii) that meet the definition of "criminal blight" under § 15.2-907, or (iii) : which a locality has determined a person is living without the authority of the owner or owners to register such buildings on an annual basis and may impose an annual registration fee not to exceed \$100 to defray the cost of processing such registration. The registration of buildings shall be on forms designated by the locality and filed with the agency designated by the locality. Failure to register shall be a \$200 civil penalty; however, failure to register in conservation and rehabilitation districts designated by the governing body, or in other areas designated as blighted pursuant to § 36-49.1:1, sh be punishable by a civil penalty not exceeding \$400. Notice shall be mailed to the owner or owners, at the address to which property tax notices are sent, at least 30 days prior to the assessment of the civil penalty.

1993, c. 829, § 15.1-29.24; 1997, c. 587; 1999, c. 250; 2006, c. 299; 2013, cc. 253, 355, 405; 2020, c. 145; 2024, cc. 615, 616.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

6/27/20

Code of Virginia

Title 15.2. Counties, Cities and Towns

Chapter 9. General Powers of Local Governments

§ 15.2-907.1. Authority to require removal, repair, etc., of buildings that are declared to be derelict; civil penalty.

Any locality that has a real estate tax abatement program in accordance with this section may, by ordinance, provide that:

1. The owners of property therein shall at such time or times as the governing body may prescribe submit a plan to demolish or renovate any building that has been declared a "derelict building." For purposes of this section, "derelict building" shall mean a residential or nonresidential building or structure, whether or not construction has been completed, that might endanger the public's health, safety, or welfare and for a continuous period in excess of six months, it has been (i) vacant, (ii) boarded up in accordance with the building code, and (iii) not lawfully connected to electric service from a utility service provider or not lawfully connected to any required water or sewer service from a utility service provider.
2. If a building qualifies as a derelict building pursuant to the ordinance, the locality shall notify the owner of the derelict building that the owner is required to submit to the locality a plan, within 90 days to demolish or renovate the building to address the items that endanger the public's health, safety, or welfare as listed in a written notification provided by the locality. Such plan may be on a form developed by the locality and shall include a proposed time within which the plan will be commenced and completed. The plan may include one or more adjacent properties of the owner, whether or not all of such properties may have been declared derelict buildings. The plan shall be subject to approval by the locality. The locality shall deliver the written notice to the address listed on the real estate tax assessment records of the locality. Written notice sent by first-class mail, with the locality obtaining a U.S. Postal Service Certificate of Mailing shall constitute delivery pursuant to this section.
3. If a locality delivers written notice and the owner of the derelict building has not submitted a plan to the locality within 90 days as provided in subdivision 2, the locality may exercise such remedies as provided in this section or as otherwise provided by law; for residential property, such remedy may include imposition of a civil penalty not exceeding \$500 per month until such time as the owner has submitted a plan in accordance with this section; however, the total civil penalty imposed shall not exceed the cost to demolish the derelict building. Any such civil penalty shall be paid into the treasury of the locality.

4. The owner of a building may apply to the locality and request that such building be declared a derelict building for purposes of this section.

5. The locality, upon receipt of the plan to demolish or renovate the building, at the owner's request, shall meet with the owner submitting the plan and provide information to the owner on the land use and permitting requirements for demolition or renovation.

6. If the property owner's plan is to demolish the derelict building, the building permit application of such owner shall be expedited. If the owner has completed the demolition within 90 days of the date of the building permit issuance, the locality shall refund any building and demolition permit fees. This section shall not supersede any ordinance adopted pursuant to § 15.2-2306 relative to historic district

7. If the property owner's plan is to renovate the derelict building, and no rezoning is required for the owner's intended use of the property, the site plan or subdivision application and the building permit, applicable, shall be expedited. The site plan or subdivision fees may be refunded, all or in part, but in no event shall the site plan or subdivision fees exceed the lesser of 50 percent of the standard fees established by the ordinance for site plan or subdivision applications for the proposed use of the property, or \$5,000 per property. The building permit fees may be refunded, all or in part, but in no event shall the building permit fees exceed the lesser of 50 percent of the standard fees established by the ordinance for building permit applications for the proposed use of the property, or \$5,000 per property.

8. Prior to commencement of a plan to demolish or renovate the derelict building, at the request of the property owner, the real estate assessor shall make an assessment of the property in its current derelict condition. On the building permit application, the owner shall declare the costs of demolition, or the costs of materials and labor to complete the renovation. At the request of the property owner, after demolition or renovation of the derelict building, the real estate assessor shall reflect the fair market value of the demolition costs or the fair market value of the renovation improvements, and reflect such value in the real estate tax assessment records. The real estate tax on an amount equal to the costs of demolition or an amount equal to the increase in the fair market value of the renovations shall be abated for a period of not less than 15 years, and is transferable with the property. The abatement of taxes for demolition shall not apply if the structure demolished is a registered Virginia landmark or is determined by the Department of Historic Resources to contribute to the significance of a registered historic district. However, if the locality has an existing tax abatement program for less than 15 years, as of July 1, 2009, the locality may provide for a tax abatement period of not less than five years.

9. Notwithstanding the provisions of this section, the locality may proceed to make repairs and secure the building under § 15.2-906, or the locality may proceed to abate or remove a nuisance under § 15.2-900. In addition, the locality may exercise such remedies as may exist under the Uniform Statewide Building Code and may exercise such other remedies available under general and special law.

2009, cc. 181, 551; 2020, c. 9.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

6/27/20



Karl R. Carter
County Administrator

F. M. Wright, Jr.
County Attorney

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Harry W. Bryant, Jr.
District 5 Supervisor

Date: August 11, 2025

To: Buckingham County Board of Supervisors

From: Karl Carter, County Administrator

Re: Transient Occupancy Tax Ordinance

I was informed by the Commissioner of Revenue that House Bill 2383 went into effect July 1, 2025. Because of some changes on how the transient occupancy tax is collected, we will need to have a public hearing to change our ordinance to reflect those changes.

The attached ordinance in your packet reflects the changes that need to be made. I am suggesting that you adopt this ordinance on an emergency basis, which will be enforceable 60 days from this date. Also I am asking that you set a public hearing in September so we may consider a permanent adoption.

I suggest the following motions.

1. I move that the Buckingham County Board of Supervisors adopt the amended transient occupancy tax as presented on an emergency basis effective upon adoption and enforceable 60 days from this date.
2. Further, I move that the ordinance be advertised for a public hearing at the September Board meeting so that it might be considered a permanent adoption.

**BUCKINGHAM COUNTY
VIRGINIA TRANSIENT OCCUPANCY TAX ORDINANCE**

Section 1: Name

This ordinance shall be referred to as the “**BUCKINGHAM COUNTY TRANSIENT OCCUPANCY TAX ORDINANCE.**”

Section 2: Definitions

The following words and phrases, when used in this Article, for the purposes of this Article, have the meanings respectively ascribed to them in this Section, except in those instances where the context clearly indicates a different meaning:

A. *Accommodations* means any room or rooms, lodgings, accommodations, or space at a Lodging Facility for which tax is imposed on the retail sale of the same pursuant to this Article.

B. *Accommodations fee* means the room charge less the discount room charge, if any, provided that the accommodations fee must not be less than \$0.

C. *Accommodations intermediary* means any person other than an accommodations provider that (i) facilitates the sale of an accommodation and (ii) either (a) charges a room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale; (b) collects a room charge from the customer; or (c) charges a fee, other than an accommodations fee, to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, “facilitates the sale” includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including one or more payment processors, between a customer and an accommodations provider.

D. *Accommodations intermediary* does not include a person:

(1) If the accommodations are provided by an accommodation provider operating under a trademark, trade name, or service mark belonging to that person;

(2) Who facilitates the sale of an accommodation if (i) the price paid by the customer to such person is equal to the price paid by such person to the accommodations provider for the use of the accommodations and (ii) the only compensation received by such person for facilitating the sale of the accommodation is a commission paid from the accommodation provider to such person; or

(3) Who is licensed as a real estate licensee pursuant to Article 1 (§ 54.1-2100 et seq.) of Chapter 21 of Title 54.1 of the Virginia Code, when acting within the scope of such license.

Accommodations provider means any person who furnishes accommodations to the general public for compensation. The term “furnishes” includes the sale of use or possession or the sale of the right to use or possess.

County means the County of Buckingham, Virginia.

“Commissioner of the Revenue” shall mean the Commissioner of the Revenue of the County of Buckingham, Virginia, or any duly authorized deputies or agents.

Discount room charge means the full amount charged by the accommodation provider to the accommodation intermediary, or an affiliate thereof, for furnishing the accommodations.

Lodging Facility means any public or private hotel, inn, apartment hotel, hostelry, tourist camp, tourist cabin, tourist home or house, camping grounds, club, motel, rooming house, any place that offers Short-Term Lodging, or other place within the County offering accommodations for one or more persons at any one time, and the owner and operator thereof, who, for compensation, furnishes accommodations to any transients as hereinafter defined.

Person means individuals, firms, partnerships, associations, corporations, persons acting in representative capacity and combinations of individuals of whatever form and character.

Room charge means the total charge made to, or total price paid by or for, a transient in a retail sale for the use or possession of accommodations at any such Lodging Facility before taxes. “Room charge” includes any fee charged to the customer and retained as compensation for facilitating the sale, whether described as an accommodations fee, facilitation fee, or any other name.

Retail Sale means a sale to any person for any purpose other than for resale.

Transient means any person who, for any period of less than thirty consecutive days, either at his own expense or at the expense of another, obtains accommodations in any Lodging Facility as hereinabove defined, for which a charge is made.

Section 3: Levy; amount.

Pursuant to Virginia Code § 58.1-3819, in addition to all other taxes, there is hereby imposed and levied a tax equivalent to two (2) percent of the total room charge paid by or for any such transient for the use or possession of accommodations; provided however, that the tax imposed by this subsection will not be imposed on any transient occupancy in any Lodging Facility that is located within any town that has imposed a tax on transient occupancy.

Section 4: Collection of Tax.

(a) For any retail sale of accommodations facilitated by an accommodation intermediary, the accommodations intermediary will be deemed a facility making a retail sale of an accommodation. The accommodations intermediary must collect the tax imposed pursuant to this Article, computed on the total room charge, from the person paying for the accommodations at the time payment for such accommodations is made and shall be liable for the same.

(b) For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider must collect the tax imposed pursuant to this Article, computed on the total room charge, from the person paying for the accommodations at the time payment for such accommodations is made and shall be liable for the same.

Section

Section 5: Reports and remittance of tax collected.

(a) For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary must remit the tax imposed pursuant to this Article to the Commissioner.

(b) For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider must remit the tax imposed pursuant to this Article to the Commissioner.

(c) For any transaction for the retail sale of accommodations involving two or more parties that meet the definition of accommodations intermediary, nothing in this Article prohibits such parties from making an agreement regarding which party will be responsible for collecting and remitting the tax, so long as the party so responsible is registered with the Commissioner for purposes of remitting the tax. In such event, the party that agrees to collect and remit the tax will be the sole party liable for the tax, and the other parties to such agreement will not be liable for such tax.

(d) The person collecting any such tax required pursuant to this Article must make out a report on such forms and setting forth such information as the Commissioner may prescribe and require, showing the amount of total room charges collected, and the tax required to be collected, and must sign and deliver the same to the Commissioner with a remittance of such tax.

(e) Such reports and remittances must be made monthly on or before the 20th day of the month and covering the amount of tax collected during the preceding month. If the remittance is by check or money order; it must be payable to the County and all remittances received hereunder by the Commissioner must be promptly delivered to the Treasurer.

(f) Each accommodations intermediary must submit to the Commissioner the property addresses and gross receipts for all accommodations facilitated by the accommodations intermediary in Buckingham County on a monthly basis.

(g) An accommodations provider shall not be required to submit a report to the Commissioner of the Revenue if (i) all retail sales of accommodations owned by the accommodations provider are facilitated by an accommodations intermediary and (ii) the accommodations provider attests to the locality that all such sales are facilitated by an accommodations intermediary. Such attestation shall be effective for 12 months beginning with the month in which the attestation is made. Thereafter, such attestation shall be due annually on a date determined by the Commissioner of the Revenue, on such forms and in such manner as the Commissioner of the Revenue may prescribe and require. However, such accommodations

provider shall make out and submit a report in accordance with this subsection for the retail sale of any accommodations not facilitated by an accommodations intermediary and shall remit such tax as otherwise required by this article.

Section 6: When the Commissioner to determine the amount of tax due.

If any person required to collect and remit the tax imposed by this Article fails to file a statement and a remittance, or if the Commissioner has reasonable cause to believe that an erroneous statement has been filed; the Commissioner may proceed to determine the amount due to the County pursuant to Va. Code § 58.1-3903.

Section 7: Records to be kept by person liable for collection or payment of tax.

Every person liable for the collection or payment to the county of any transient occupancy tax is required to keep, for three years, the records necessary to determine and show accurately the basis for the transient occupancy tax collected or paid. The Treasurer and the Commissioner of the Revenue may inspect these records at any reasonable time.

Section 8: Tax immediately due and payable upon cessation of business.

Whenever any person required to collect and pay to the County a tax under Section 3 quits or otherwise disposes of the business, any tax payable under the provisions of this Article to the County becomes immediately due and payable, and such person must immediately make a report and pay the tax due.

Section 9: Exemptions for tax.

No tax is payable hereunder on the total room charge paid for accommodations to any hospital, medical clinic, convalescent home, or home for the aged.

Section 10: Penalty for violation of article.

Any person convicted of willful failure or refusal to file a tax return at the times required by this Article will be subject to criminal penalties. If the tax lawfully assessed in connection with the return that was not filed is \$1,000 or less, then such failure or refusal to file will be punishable as a Class 3 misdemeanor. If the tax lawfully assessed in connection with the return that was not filed is more than \$1,000, then such failure or refusal to file will be punishable as a Class 1 misdemeanor. In determining the penalty to be applied in the event that a person has not filed a tax return as required by this Article, the penalty will be based on the amount due to the County as determined by the Commissioner. Each such failure or refusal will constitute a separate offense. Such conviction will not relieve any such person from the payment, collection, or remittance of such tax, plus penalties and interests, as provided in this Article.

This ordinance shall be effective up adoption.



Karl R. Carter
County Administrator

F. M. Wright, Jr.
County Attorney

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Michael E. Palmore
District 3 Supervisor

Paul W. Garrett
District 4 Supervisor

Harry W. Bryant, Jr.
District 5 Supervisor

Date: August 11, 2025

To: Buckingham County Board of Supervisors

From: Karl Carter, County Administrator

Re: Donation to Buckingham County Firefighters Association

I have been approached about making a donation to the Buckingham County Firefighters Association. It is my recommendation we donate \$5,000.

What is the pleasure of the Board?



Karl R. Carter
County Administrator

E.M. Wright, Jr.
County Attorney

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District 5 Supervisor

Date: August 11, 2025

To: Buckingham County Board of Supervisors

From: Karl Carter, County Administrator

Re: Request to Apply for Funding Through VRA

We are still looking to get some of our major capital project up and going. Two of the big projects are a new animal control facility and new bathrooms and concession stands at Gene Dixon Park. Because of the size of the projects, we will of course need to look at borrowing.

To fund those project we have reached out to Davenport to help find the best financing package. As in the past Davenport will use a dual track approach and procure loans from banks and at the same time apply to VRA's (Virginia Resources Authority) pooled bond program. Neither of these options lock the County into anything and we can reject all offers.

We are fine with procuring bank loans but to apply for the VRA program we need Board approval. There is no fee that needs to be paid and once again we are not committing to anything, it's just to apply the governing body needs to grant permission.

Please consider allowing the County along with Davenport to apply for the VRA Fall Bond Pool Program.

Economic Development Committee:

Cameron Gilliam
Harry Bryant, Jr.
County Staff

District 1:
Calvin Bachrach
Randy Christian

District 2:
Sandra Moss
Amber Taylor

District 3:
Pete Capuscinski
Paul Palmore

District 4:
Leigh Ann Taylor
Desiree Butwin

District 5:
Keith Steger
Ronnie Palmore

District 6:

District 7:
Rickie Allen

To: Members of the Board of Supervisors

From: E. M. Wright, Jr.

Re: Bond Counsel

Date: August 5, 2025

As you know, the Board is considering a bond issue with VRA.

Historically, McGuireWoods LLP has done the legal bond work for the County on bond matters.

McGuireWoods LLP also represents VRA.

That creates a technical legal conflict that can be waived. A firm cannot represent both parties unless both agree and waive any conflict.

We have had a good working relationship with McGuireWoods LLP, and it would be appropriate for the Board to waive the technical conflict so that McGuireWoods LLP might represent us on this matter, if we proceed with the VRA bonds.

Action on this matter is requested. Namely, if we proceed with a VRA bond issue, the County will waive any conflict that is occasioned by McGuireWoods LLP representing Buckingham County and VRA.



Karl R. Carter
County Administrator

E M. Wright, Jr.
County Attorney

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Harry W. Bryant, Jr.
District 5 Supervisor

Date: August 11, 2025

To: Buckingham County Board of Supervisors

From: Karl Carter, County Administrator

Re: Ordinance to Exempt Farm Use Vehicles and Farm Equipment

We just recently adopted an ordinance that exempts farm use vehicles from personal property tax. While discussing the new ordinance with the Commissioner of the Revenue we realized that certain farm use equipment is also classed as exempt.

The ordinance you have before you is combining the farm use vehicles and farm use equipment into one exemption ordinance. Like the vehicles a few months ago, the equipment is currently being taxed as exempt but there is no ordinance stating that.

Please consider a public hearing at our September 8, 2025 meeting to adopt this ordinance.

ORDINANCE

Exempting Certain Farm Property from Local Personal Property Tax

§ 1. Authority

This ordinance is adopted pursuant to § 58.1-3505(B) of the Code of Virginia, which authorizes any county, city, or town to exempt, in whole or in part, from local personal property taxation the classes of farm property listed in § 58.1-3505(A).

§ 2. Purpose

The purpose of this ordinance is to promote and support bona fide agricultural operations within Buckingham County by exempting qualifying farm-use motor vehicles and other farm equipment from County personal property taxation.

§ 3. Exemption Established

(a) Pursuant to the authorization granted to the County under Virginia Code § 58.1-3505, as amended, the following classes of farm animals, feeds, agricultural products, machinery, and implements are hereby exempted from County taxation:

- (1) Horses, mules and other kindred animals;
- (2) Cattle;
- (3) Sheep and goats;
- (4) Hogs;
- (5) Poultry;
- (6) Grains and other feeds used for the nurture of farm animals;
- (7) Grain, tobacco, wine produced by farm wineries as defined in Virginia Code § 4.1-100 and other agricultural products in the hands of a producer;
- (8)

A. Farm machinery and farm implements other than the farm machinery and farm implements described in subdivision 10, which shall include:

- (i) Equipment and machinery used by farm wineries as defined in § 4.1-100 in the production of wine;
- (ii) Equipment and machinery used by a nursery as defined in § 3.2-3800 for the production of horticultural products;

(iii) Any farm tractor as defined in § 46.2-100, regardless of whether such farm tractor is used exclusively for agricultural purposes;

(iv) Any motor vehicle that is used primarily for agricultural purposes and is exempt from DMV registration under § 46.2-665, § 46.2-666, or § 46.2-670 of the Code of Virginia; or

Is a pickup truck, panel truck, or sport-utility vehicle for which the owner is required to obtain a permanent farm-use placard under § 46.2-684.2 of the Code of Virginia;

(v) Privately owned trailers as defined in § 46.2-100 that are primarily used by farmers in their farming operations for the transportation of farm animals or other farm products as enumerated in subdivisions (a)(1) through (a)(7).

For purposes of this subsection, "nursery" means any premises where nursery stock is propagated, grown, fumigated, treated, packed, stored, or otherwise prepared for sale or distribution, and "nursery stock" means all trees, shrubs, woody vines (including ornamentals), bush fires, grapevines, fruit trees, and nut trees offered for sale and distribution; all buds, grafts, scions, and cuttings from such plants; and any container, soil, and other packing material with such plants or plant products. "Nursery stock" also means herbaceous plants and any florist or greenhouse plants.

B. Farm machinery, farm equipment, and farm implements, other than those described in subdivision 10, used by an indoor, closed, controlled-environment commercial agricultural facility, including property described in subdivision 8a and b of Virginia Code § 58.1-609.2, for the production of agricultural products. For purposes of this subdivision, "indoor, closed, controlled-environment commercial agricultural facility" shall include indoor vertical farming or a greenhouse.

(9) Equipment used by farmers or farm cooperatives qualifying under Internal Revenue Code § 521 to manufacture industrial ethanol, provided, however, that the materials from which the ethanol is derived consist primarily of farm products;

(10) Farm machinery designed solely for the planting, production, or harvesting of a single product or commodity;

(11) Unless exempted by subdivision 8, privately owned trailers as defined in § 46.2-100 that are primarily used by farmers in their farming operations for the transportation of farm animals or other farm products as enumerated in subdivisions (a)(1) through (a)(7);

(12) Unless exempted by subdivision 8, motor vehicles that are used primarily for agricultural purposes, for which the owner is not required to obtain a registration certificate, license plate, and decal or pay a registration fee pursuant to §§ 46.2-665, 46.2-666, or 46.2-670;

(13) Trucks or tractor trucks as defined in § 46.2-100, that are primarily used by farmers in their farming operations for the transportation of farm animals or other farm products as

enumerated in subdivisions (a)(1) through (a)(7) or for the transport of farm-related machinery;

(14) Farm machinery and farm implements, other than the farm machinery and farm implements described in subdivisions (a)(8), (10), and (14), which shall include season-extending vegetable hoop houses used for in-field production of produce.

§ 4. Administration

A. Affidavit or Application

The Commissioner may require the owner of any property claiming exemption under this ordinance to file an affidavit or application, on a form prescribed by the Commissioner, certifying that the property meets the applicable definition and is used in a bona fide agricultural operation.

B. Documentation

The Commissioner may require submission of documentation sufficient to establish eligibility, including but not limited to:

- DMV exemption documentation or permanent farm-use placard;
- Proof of agricultural use (e.g., farm ID number, agricultural sales, lease agreements, etc.);
- Photographs or inventory lists of equipment.

C. Misrepresentation

Any person who knowingly files a false statement to obtain the exemption provided by this ordinance shall be subject to the penalties provided in Title 58.1 of the Code of Virginia and any other applicable law.

§ 5. Severability

If any section, subsection, clause, or provision of this ordinance is found to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions, which shall continue in full force and effect.

§ 6. Conflicting Ordinances Repealed

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

§ 7. Effective Date

This ordinance shall become effective immediately upon adoption and shall apply to all tax years beginning on or after January 1, 2025.

43 Building Permits were issued in the amount of \$ 6753.93 for the month of July 2025

[illegible]

****Cost of permit is calculated based on square footage of structure****

ATTACHMENT R-1

Commonwealth Regional Council

July 2025 Items of Interest

Staff Attends ESRI User Conference

CRC GIS Planner Matt Swartout attended the 2025 ESRI User Conference in San Diego, gaining insights on the latest GIS innovations including GeoAI, ArcGIS Dashboards, AI-powered Survey123 tools, and solutions for state and local governments. His participation in sessions like the AI Summit and Emerging GIS Applications ensures CRC remains at the forefront of spatial technology to support regional planning and data-driven decision-making.



Amelia County Comp Plan Meetings Engage Residents

CRC Staff hosted three public input meetings for the Amelia County Comprehensive Plan. Residents are sharing valuable feedback on local priorities, growth, infrastructure, and natural resources—helping shape a vision that reflects the county's evolving needs and values.



County Administrator Dan Witt Announces Retirement

After 34 years of dedicated public service, Charlotte County Administrator Dan Witt will retire on August 31, 2025. Regional leaders gathered on July 23 to celebrate his legacy, recognizing his impact in Charlotte County and prior roles in Altavista and Lynchburg. Witt was honored with a custom rocking chair engraved with the Charlotte County seal—a fitting tribute to his decades of leadership and service. CRC joins in wishing Dan all the best in retirement.



Upcoming Funding Opportunities:

- VTC VA250 Marketing Leverage Program
 - September 16 – October 23
- VTC Special Events & Festivals Program
 - July 22 – September 11
- VDOF Volunteer Fire Assistance Grant Program
 - July 1 - August 31
- VA Dept of Fire Programs - PPE Grant Program
 - July 1 - August 31

Grants Awarded:

- Virginia Housing - Regional Housing Study
- Opioid Abatement Act - VDH Piedmont Region & Piedmont Regional Jail for Opioid Programs
- Sentara - Charlotte County Meals on Wheels for Hot and Cold Food

Grant Writing Assistance:

- Victoria & Keysville – HMGP applications for backup generators
- Prince Edward Co. – TAP Sidewalk Projects (Zion Hill Rd Ph. I)
- SEID Applications:
 - Prince Edward – HIT Park Access Road
 - Cumberland – Small Area Plan
 - Blackstone – Raw Water Line
- TRRC Applications
 - Cumberland – Small Area Plan
 - Prince Edward – Trailblazing Signage
- VA Housing - Community Impact Planning Grant as a match for the TRRC BOOMS Grant

The CRC provides free grant writing services for member localities and local 501C3 non-profits.