



Buckingham County Planning Commission Agenda
Monday, December 18, 2023 6:00PM
County Administration Building
Peter Francisco Meeting Room
www.buckinghamcountyva.org

You may view the meeting by logging on to

<https://youtube.com/live/2qIHMDj9G8U?feature=share>

1. Call to Order by Chairman
2. Invocation
 - Pledge of Allegiance
 - Establishment of Quorums
3. Approval of Agenda
4. Approval of Minutes
 - A. November 27, 2023 Regular Meeting
5. Public Comment
6. Old Business
 - 1. Public Hearing Case 23-SUP334 Hodson Energy Mountain Pine Arvonias LLC & Mountain Pine Arvonias II LLC
 - 3. Public Hearing Case 23-SUP336 Lynne Plante, Kwik Permits LLC/C & S Retreats LLC
6. New Business
 - 1. Introduction Case 23-SUP337 Jonathan King
 - 2. Introduction Case 23-SUP338 Eli Stoltzfus
 - 3. Introduction Case 23-SUP339 Verizon Wireless
 - 4. Planning Commission 2024 By Laws for review
 - 5. Planning Commission 2024 Meeting Schedule

7. Reports

- A. Building Permits Report

- B. Zoning Administrator Report

- 1. Solar Policy, adopted by the Board of Supervisors,
December 11, 2023

8. Commission Matters and Concerns

9. Adjournment

**Buckingham County
Planning Commission
Work Session
November 27, 2023**

At a work session of the Buckingham County Planning Commission held on Monday, November 27, 2023 at 6:00 p.m. in the Peter Francisco Auditorium located in the Buckingham County Administration Complex, the following members were present: John Bickford, Chairman; Ashley Shumaker, Vice-Chairman;; Pete Kapuscinski; Steve Dorrier and Danny R. Allen. James D. Crews, III Also present were Cheryl T. "Nicci" Edmondston, Zoning Administrator and E.M. Wright, Jr., County Attorney. Stephen Taylor and Joyce Gooden was absent.

Re: Call to Order

Chairman Bickford called the meeting to order.

Re: Invocation and Pledge of Allegiance

The invocation was given by Commissioner Dorrier. The Pledge of Allegiance was led by Commissioner Bickford.

Re: Establishment of a Quorum

Chairman Bickford certified there was a quorum, six of eight members were present and the meeting could continue.

Re: Approval of Agenda

Bickford: Nicci is there any changes to the agenda?

Edmondston: No Sir, Mr. Chairman?

Bickford: All right. Seeing none, I'll have a motion to approve the agenda as presented.

Dorrier: Motion to approve.

Kap: Second.

Bickford: Any further discussion? All in favor? Raise your right hand. That passes. That brings us to approval of minutes. We have our October 16 2023. work session minutes. Did anyone have any changes?

Commissioner Dorrier moved, Commissioner Kap seconded, and was unanimously carried by the Planning Commission to approve the agenda as presented.

Allen: I have one change I think it's on page 390. Where I said that it was 400 acres. But that was supposed to be in 128.5 is what I was supposed to say.

Edmondston: Supervisor Allen, was that the 16th work session or the 23rd. regular meeting?

Allen: I'd have gone back.

Bickford: Do I have a motion to approve as presented?

Dorrier: Motion to approve.

Allen: Second.

Bickford: All in favor, raise your right hand. Those are approved. Changes to the regular meeting of October 23? Okay, no changes. Do I have a motion to approve as presented?

Commissioner Dorrier moved, Commissioner Allen seconded, and was unanimously carried by the Planning Commission to approve the Minutes as presented.

Dorrier: So moved.

Allen: Second.

Bickford: Any further discussion? All in favor raise your right hand. All right, they are approved. Nicci, that brings us to a public comment period do have people anyone signed up?

Commissioner Dorrier moved, Commissioner Allen seconded, and was unanimously carried by the Planning Commission to approve the Minutes as presented.

Edmondston: Yes, sir this evening, we have two The first will be Donald Dorrier followed by Kenda Hunanman.

Bickford: Okay. Please come forward to the podium state's Full Name Address, you have three minutes.

Donald Dorrier: Donald Dorrier 14546 south constitution route Scottsville. Virginia. Good evening. I'll make this pretty brief. I realized that the Planning Commission and the Board of Supervisors has a big responsibility on their hands. And I do appreciate everything that they do. Two of these things, though, that you have responsibility for is the protection of the county and also the protection of the residents. We have a solar committee that was brought up a while back now. And that committee was created to come up with the best thought or plans to protect the county and as residence. This draft will give us a much better protection from the county, then the conditions that are set forth are much more detailed and some additional stuff put into it. So I think we need to think about that policy. Our problem right now is we're seeming like we're going ahead and presenting solar request and moving them forward or getting them approved without that policy. So the question was, what would be the purpose of having a policy? Well, it'd be the purpose of having a solar committee. If we're not going to do anything on the committee. As far as what we're going to have, then we just need to abandon and I think that the board of supervisor, the back committee should say you know, we're just going to hoof it on our own. And we're not going to listen to what the committee has recommendations. So my answer to you is my request to you is that we wait until we have that solar policy in progress before we take on any more solar request. So that is all I have for now. Thank you.

Edmondston: Kenda Hunanman.

Kenda Hunanman: Good evening, Kenda Hunanman 247 Rama lane. I'm just going to read my letter to the editor for my comment, which was printed last week, three minutes for what I just heard from my board of supervisor that public comments at the Buckingham board supervisor meeting on Tuesday were inconsequential. He said he received five times as many calls about proving solar and Buckingham from citizens at the meetings. Our conversation ended abruptly. Apparently supervisor Matthews and Miles didn't need to hear from Buckingham citizens either. Their motions to proceed with solar permits at the latest meeting, were clearly pre written. What's the takeaway? Don't work to get your concerns into the allowable three-minute comment time. Save your time and make a phone call. I've experienced disrespect and dismissal for nine years at the Board of Supervisors meetings. Is this why we elect our representatives? Wasn't it supervisor Brian, who said years ago that his constituents didn't attend BLS meetings to speak because they were afraid of repercussions. What kind of democracy is this? Now this was inspired by the Board of Supervisors meeting. But I don't see a lot of difference. I appreciate when you tried to do your work. But it appears that you've already made up your mind before anybody says anything. So I'm looking forward to saving my time, and energy and gasoline and not coming to these meetings anymore. And that's sad, because I think you need your public participation and you're not encouraging it. You'll hear that from everybody. Thank you.

Bickford: Thank you, ma'am. That's all public comment?

Edmondston: Yes, sir.

Bickford: Okay, I'll close that. Now we'll move to old business. But prior to doing that, I have to turn the meeting over to Ashley the Vice Chair, as I announced that the last meeting in October that I cannot

participate in the first two applications the solar farm as well as the cell tower. So with that, I'll turn it over to her capable hands.

Shumaker: Thank you, did you have an introduction? Or should we just jump into commission concerns before the public hearing?

Edmondston: I do have just the information that I provided last month at the introduction if you'd like for me to reiterate that this evening, otherwise, it's up to you for the public hearing.

Shumaker: Anything commissioners have any questions or is the applicant have any information before we open public hearing? The

Edmondston: Applicant does have a presentation for the planning commission and the general public.

Charlie Alvis: Good evening. Thank you all. My name is Charlie Alvis. I'm an attorney with the law firm of William Smolen in Charlottesville, here tonight on behalf of Verizon Wireless. I have Stuart Squire with me from GDN sites who is the engineer that helped with this site as well. So we have just a few slides. I'd like to show you all can you all see these on your screens? So this is this is just a very zoomed out aerial shot of where the precise location of where this proposed tower would be located. It's not far away from route 20. You can see in the picture, you know, you've got route 60, route 15 route 20 major thoroughfares through the county, two of which are reasonably served by current cell facilities. But this part of route 20 is not so that's really the takeaway theme of of why this tower is being proposed is to serve this stretch of Route 20, which is important for all sorts of reasons, from emergency services to people on the roads and just generally connecting the community. So we can go the next slide This is a zoomed in shot. So this is the driveway that are the sort of existing road that's there on the parcel. The road with the numbers on it is Ranson road. And so this is set back a bit off the road behind a wooded area there. And this is where the tower would be, we can move on. This is a, there's a couple of slides that just show the site plans which are in your materials. This one, it shows a overhead shot of the whole, the whole process project. So on the left side of this page, it's more zoomed out, you can see that dark line, it's hard to see on the small screen, but that dark line is the road. And that dark squares where the where the compound area would be and where the tower would be. On the right side of this page, it's a little more zoomed in. So you see that the road, the access road comes off from the main road and leads into the square which would be fenced and in the tower would be inside that. This is just another picture of that square, more concentrated, you can see that it would be fenced, there'd be equipment inside the fenced area, and then the monopole tower would be right in the middle of that square and that there's an area there at the end of the access road for service vehicles to turn around. This is just an elevation from the side 199 foot tower proposed with a four foot lightning rod on top a total of 109 feet that does not require auxiliary lighting at the top for aviation. There would be room for Verizon and five additional other users. And the area at the bottom would be would be completely fenced in. We did a balloon test for this site in connection with this application and took photographs from I believe 12 different places. And I'd like to run through these with you all just to show you the places where the tower may be seen or in many cases where the tower won't be able to be seen from nearby surrounding areas. So this is from right near the site. You can see in the top

corner, the red dot with the yellow arrow showing the direction we're looking at toward the green dot the green is where the tower would be so this is obviously very close and you can see what it would look like in a cleared area that's that's near the site. The next one is southwest looking southwest from Ranson road. Obviously, again close this is the access road to the site coming off Ranson road and so, you can see it over the trees there. This next one from Turner Lane not visible, plenty of tree cover. This one is also not visible looking west from Ranson road. This one is from route 20 further away looking west not visible from that area another one from route 20 Looking southwest not visible from this distance. This is from the barn Road in between Ranson and route 20 It was the balloon was visible it's hard to hard to see in this picture there's a little end of this arrow sort of near when the dip in the in the tree line there. It I think the balloon sort of barely poked over the tree line and or maybe it was visible through the top of the tree line. So this one is visible but as you can see it's it's fairly small. From this vantage point, another one from the same road similar visibility just barely poking over the tree top. view looking south from Ranson road, not not visible from this picture. And looking south east further away on Ranson road. This one again, just poking over the tree line. And on this one similar almost from the same spot, but just a little bit further down the road not visible here. And this last one is looking Eastern Spencer road and not visible. And that's all that I had prepared, but I'm happy to answer any questions that y'all might have.

Kap: Question You said that the tower would be available to other carriers. Have you had any requests?

Alvis: I don't think we've had any requests at this point. But I don't know the answer to that personally. But I think at this point, it would be a little too early, we get the tower approved and built. And then...

Kap: What's the likelihood I mean, when does that does that normally happen? Or do people? Other companies do not like to take a second seat to the primary holder?

Alvis: I'm not sure I can give you a percentage on the likelihood. But I mean, yes, absolutely. Companies do want to co locate because it's a lot cheaper and easier to go on somebody else's tower that works for your network, rather than have to build your own.

Shumaker: Any other commissioners have questions?

Dorrier: How much coverage? Would that be mileage wise each week from this tower to pick up? Will it pick up another tower?

Alvis: Well, I don't know exactly what the what the range is. But the thematic general answer to your question is we're plugging a hole that's, that's there now. And so I don't know exactly. It depends on the topography. You know, if you send a signal in one direction, it might go one mile, and one might go two miles or say I'm making up numbers, but because of the topography, so I don't really have a great, concrete answer to that question. But it's just suffice it to say that it's going to help tremendously what's there now, which is essentially next to nothing.

Shumaker: Anyone else? Ill move on to public comment. Thank you. Open the public comment. Thank you. Do we have anyone signed up?

Edmondston: There's no one signed up for the public hearing.

Shumaker: No one Signed up we will close the public comment. Further discussion or the pleasure the commission?

Kap: Ill make a motion that we move this on to the board

Dorrier: Second.

Shumaker: All in favor raise your right hand five yeses and one abstain. Next item up is public hearing for the Hodson energy. Commissioners have any questions or applicant have any input before we begin the public hearing.

Commissioner Kap moved, Commissioner Dorrier seconded, and was carried 5-0-1 with Mr. Bickford abstaining to move Case 23-SUP33 on to the Board of Supervisors.

Frank Hopkins: I have largely the same presentation as a workshop. So if it pleases the board, I can just give you the update. I can go through the whole thing for the benefit of everybody if you'd like.

Kap: I'd like to see it.

Shumaker: What is the pleasure of the commission? An update or the full presentation?

Hopkins: Hopefully this will come on correctly. So again, I'm Frank Hopkins with Hodson energy. We're a solo developer, pretty recent sort of developer we've been throughout since 2019. We have 3.5 gigawatts in our pipeline. But the members of our team are responsible for at least 2.5 gigawatts of solar developed across the country. Again, my name is Frank Hopkins. I'm for planner and in local government my entire life until switching. I've got Kyle West here who has been in solar for over a decade been responsible for dozens of projects being constructed and Kim is also here. She does a lot of public outreach for us good excellent. So this is the the old presentation let's see. This is an 80 megawatt project on approximately 1065 acres. Last time, if you recall, you asked for some panels to be removed, and that is shown on this slide. We're down to 572 acres on our panel. It was up at around 595 I believe last time, a decrease down about 45% or 54%. I'm sorry the acreage being under panel and go Next slide. And the last time question was asked her comment was asked to present a larger image for your screen. If you can see there and I have a zoomed in version, as we did do a view shed analysis. Outside of CG Woodson road pretty much everything that's existing is pretty heavily wooded, that one area will have to be planted to increase. We are in excess of the setbacks required under ordinance which is 50 feet tall at 75 feet with a 300-foot buffer from existing residences. Here's the area in question that had a lot of interest last time, you can see that we had some concerns from neighbors

about the dog kennel which we have buffered as if it was a house that is in this section right here. We've also closed this entrance for access for construction. And we've moved paneling in this area as well. So a lot of the comments that came out of last meeting and public input has been incorporated into the plan. Next slide. Here's the traffic entrances. You can see the stars denote where they are the Red Square is actually just a structure. But the end of Sleepy Hollow road was removed, it is left only as a emergency entrance. The next slide here's some of the comments or the condition updates. We mirrored the art of YUI language which was more significant as far as construction was concerned. And I added the language about making sure that Sleepy Hollow was removed as a construction entrance but saved as an emergency access entrance. Next slide. also mirrored the art of YUI language for the soil samples and making sure that the site was stabilized and utilized for native grasses and pollinator habitat so that that our web language from that condition is carried over to our project as well. And next slide. This site has a lot of natural features in it as far as waterways are concerned and all those have been well preserved and protected. provides a nice little wildlife corridor for deer and other fauna to cross the site. And we've made sure that we use did a proper wetland delineation, proper cultural resources, you know, research and make sure that we stayed away from all those important areas. The next slide if this is a successfully voted on and approved, obviously, this is not the end of the review this will receive this will go on for a PBR review. It'll be evaluated again by dq DWR, DCR for a variety of things. So just want to let you know that, you know, we've done as much due diligence as we can up front to this stage. And that certainly more scrutiny will be put on it to make sure that we are clear of everything as we go forward. The next slide. Storm water and ENs always comes up is as a concern for these type of sites, because obviously, it's a lot of construction. And just like any other thing that gets built anywhere in the state, it's subject to DEQ regulations and local regulations. And we are no different than that. And so we will definitely post a bond prior to construction and go through that whole process. We will have an interconnection site on the north eastern part of the site that is well inside line you can see on this, it's about a third of a mile west of CG Woodson in about point six oh mile north of Blinkys. I don't think anybody will ever see that. Obviously the power their substation will be constructed, it'll take the power over to the Bremono site in Fluvanna. The next time construction will take roughly 12 to 18 months. I have I've made the conditions very strict. Similar to prior applications. As far as construction are concerned, you'll see it Monday through Friday, and then asking for permission if we need to go outside of those bounds. You will also have to be bonded I also prior to construction, and bonded for decommissioning. We've done a full decommissioning plan with Timmons. And that is part of the packet as well. Done a lot of community outreach. We did host community meeting was attended by some of the folks here. We've been doing some events with Liberty Baptist Church. We've met with some landowners individually to understand the concerns. So and we've all set up a website trying to get some feedback. So we're trying to get as much out there we can any feedback we get we're trying to adjust to and make sure that we're you know responding any local input that we can, let's be the best product that that it can be and make sure that it meets all the intents of the local community like to have. Over the course of the project 40 years, it comes out to roughly \$8.5 million in revenue, so roughly 200 and some odd \$1,000 a year if you do the revenue share. So that's reliable revenue that the county can project and do with what they will. Whether it's some kind of tax deferral or something else that you'd like to do. But that is a unique opportunity for the county to take advantage of. I know you guys are familiar with that, as not many other uses come before any boards that that have that sort of mechanism to them. So there's kind of unique in that aspect. And I'd like to highlight that. So again,

some amount of revenue would come to the county, we're doing everything we can to make sure that this is well buffered. Make sure that it is stormwater is taken care of all the ENS is taken care of make sure we're abiding or exceeding any existing rate regulations, and would appreciate a vote of Yes, descended on the board supervisors. Thank you.

Shumaker: Any other commissioners have any questions for the applicant?

Allen: Yes. Okay. I think I saw on your paperwork, just seeing that you hit 300 feet. If you look at number 10, it says 350 feet, is what you're supposed to do back from anybody's property or home. And not only that, we had Blue Rock, we just approved them. And they changed their footage from 50 to 75 feet on the property line. And right now in this thing, it says to the solar equipment, and I think go to go to, to the fence around. So that pretty much is it the rest of yall can change if you want to.

Hopkins: 50 to the property line instead of equipment.

Allen: Yes. Okay. It's really 50 setback to adjacent resident dwelling, dwelling. And so on your paper said, 300.

Hopkins: Okay, we're happy to adjust that.

Kap: With regard to the fence line are you also just in that 75 feet, you're gonna keep that at 50?

Hopkins: We can do either. I'm fine with leaving in at 75.

Kap: Only thing the reason I'm suggesting this is I think, I know this came up the last time we have a solar committee, that committee has put out recommendations, they have not yet been approved. But my view of this is, if the county didn't want to change those conditions, they wouldn't have a solar committee looking at them. And this is twice now that I personally brought up the fact that the conditions that we're asking that are that are in these that are in these projects are far less stringent, well not far but are less stringent than the ones less restrictive than the ones that are in the that are in the draft. And so as an example, and I do appreciate you going from 303 and a 50, I saw that in your your project. But Buckingham, ultimately, I hope, if this thing ever gets approved will require 500 feet, or the 75 foot is in our plan. Moving to 75 feet by Blue Rocks as well as yourself would be obviously a benefit, I think to the county as well as yourself. Everything else, your vegetative buffer 50. That's in the it's in the condition that the solar commission came up within the distance right away, is also at 75 foot and I think you're at 75 foot. There's an insurance requirement in in the draft. I don't know if you've read that or if anybody's approached it. And I do believe it's in the other projects. And I did not see that here. And I'm not here to negotiate the contract. But nothing has been mentioned. And I don't know whether or not that condition ought to be brought up here as well.

Hopkins: Insurance requirement on what end?

Kap: It's basically the applicant shall prior to the issuance of a building permit provide to the County Administrator designee a certificate of insurance providing general liability insurance, which shall include at a minimum the following information, blah, blah, blah, blah, blah. I can go through it in detail. But if you...

Kyle West: Can I just ask the amounts that the minimum liability is pretty important. When it comes to...

Kap: it says coverage and limits on the coverage and including the amount of buckles. So self insured retentions with a minimum limit of \$5 million per occurrence and \$10 million aggregate property damage, environmental impairment, 5 million per occurrence.

West: Was this agreed to in the RWE condition as well?

Kap: I don't know.

West: And I think we'd be fine agreeing to that.

Kap: I mean, it's something that should be written in the conditions. Um, I need to hear from the other commissioners in agreement.

Allen: Wont that part of the six items that came from... never mind.

Kap: So I guess I don't know how those conditions get written up. But is that up to you? Miss Edmondston I'm not sure.

Edmondston: Sorry, which condition are you referring to?

Kap: The insurance condition as in the draft six item A.

Edmondston: Anything that was in the draft has not been pulled out to....

Kap: The agreement to do insurance.

Edmondston: Then you need to discuss that with the planning commission. And if someone chooses to add a condition, which are perfectly able to add, amend, delete change, then that will be a motion amongst all commission members.

Kap: That would be my motion.

West: Just to be very clear on Hodson's position is that we are certainly amenable to it if it's been imposed on previous solar projects, it is that I will say the insurance. So when you look at the siting agreement that we're currently negotiating with the county, and also decommissioning plans, also, we

can't disclose the details of our lease and purchase options. But all of those require insurance policies within that range. So as long as it's industry standard, which I think those numbers are, and it's been imposed on others, I don't think we have any issue with that.

Kap: I would make a motion to include that as condition.

Crews: I second that motion.

West: Yeah, I mean, I again, I you know, as long as we're being treated, just as other applicants have been added to that, then there's no problem.

Shumaker: Have a motion in a second to add the insurance with some research here on previously approved. Is there any other discussion? Take a vote. All in favor? All right. And it sounded like there was some other discussion about increasing the buffer to 75 feet to the fence line.

Kap: So you have no objection to that.

Hopkins: No, no, absolutely not.

Shumaker: Raise of hands in favor please.

Kap: The Madam Chairman, the only other thing I would ask is if you're going to bring this into the board of supervisors, I like your schematics and your presentation, they were not in the packet, it would have been extremely helpful. So you might want to consider at least showing the largest schematic of the panels to the board when you when it goes forward. That would be helpful. Thank you. Appreciate that. Thank you.

Shumaker: Any other questions for the applicant?

Dorrier: I'd like to ask a question on page 106. It mentions a 80 megawatt utility scale solar facility, and then it comes down and mentions 156,000 megawatt hour what's the what's the difference, though? I mean, can you explain that?

West: So the 80 megawatts is capacity. And so that this is neither one of us as engineers, but megawatt hours is more about its output. So there's a difference between your output and your capacity. If you want, we could have the Timmins engineer come up and give you a more technical explanation. But it's kind of what you're producing on an hourly basis, versus what's your overall capacity as a generating facility is.

Dorrier: Your producing 156,000? Is that what you're saying or 80 megawatt.

West: They are two distinctly different things. So there's the capacity of the size of the project as it sets and then it is the output the power that the production of it.

Shumaker: For the record and for her note keeping. Could you state your name for the record?

West: Kyle West I'm a representative Hudson energy was introduced and in the presentation.

Gillian Stickley: Gillian Stickley from Timmons group. The 80 megawatts is what is directly going into the grid and the 156 megawatt hours is over time. How much megawatts per hour is going to be absorbed throughout the grid. So as it spreads through, that's what like homes will receive is 156,000 megawatt hours.

Dorrier: im not exactly with you, but I just want to know the difference. That's all I wanted.

Stickley: Like directly injected to the grid at this second in time would be 80 megawatts. Okay. And over time, like over, like a monthly or yearly basis, you would receive 156,000 megawatt hours.

Dorrier: Okay. I just didn't quite understand that.

Shumaker: Anyone else?

Kap: The decommissioning agreement. Is that part of your packet to?

Hopkins: Should be yes.

Kap: Okay. I don't know that I saw it. The bond was. I'm okay with that. I just don't know all the specifics on the decommissioning. I think it's standard.

Hopkins: Its very standard. And we hired Timmons for that very reason to be experts in that.

Kap: And there's a bond associated with that. And the other bond that you mentioned, was associated with the landscape, correct?

Hopkins: ENS. Yes.

Kap: That's good. Okay, thank you.

Shumaker: Anyone else?

Kap: One other quick one. With regard to the floral alkyl film, you have none of that in your product? Correct. That film that goes over the solar panel?

Hopkins: What was it called, again?

Kap: Floral alkyl film?

Hopkins: I don't know if you have a condition for that.

Kap: It's just prohibited. And I just need to know, the stuff that you're using is strictly silicone.

Hopkins: Is it prohibited by ordinance?

Kap: Well, it's prohibited. They don't want it here. I guess it's another pollutant.

Hopkins: If that is, if that is something that is not in ordinance, but the you prefer, I think we should make a condition?

Kap: Well, it's in the it's in the draft. So I guess we can make it a condition, I think I got to find out where it's at here.

West: I do need to just comment on here. It's, you know, I'm learning now that the, this condition was not imposed on the RWE project as I thought I thought it was. So we're not opposed to it, I suppose where we'd ask is, and we can take it up with the board, that's fine. With the draft hasn't been codified by the county. That's why it's a draft. And this wasn't imposed on previous projects. We had no prior notices to review any of it either. So you know, we are happy to work with the county on conditions. But we are quickly agreeing to things that we have no notice of and that no other project has been asked to do. So I'm feeling a little caught off guard actually, for a moment, the planners telling me that actually what was just said to me was not accurate. The RWE project Blue Rock did not have this impose. So you know, there are significant costs associated with insurance policy based on its minimums. And all we're asking is that the same requirements that have been imposed on others be imposed on us, we are more than and frankly, will go beyond. But we are being asked in the moment to do a quick financial calculation of the insurance requirements that haven't been imposed on others. So I suppose what I'm saying is...

Kap: You don't want to do it.

West: No, I'm not saying that. I think that I think the county should pass the draft policy, and codify it, as is a land use policy, and what the Planning Commission and the protocol it should follow. That's actually a kind of how the commission should adhere to its policy. There is no, there is no codified policy. We want to be a good neighbor. So we're trying to in real time, adhere to the requests, but it's coming at us really quickly and has not been actually memorialized in any other way. Nor was it given a heads up in any way to us. So I just would ask for acknowledgement of that.

Kap: First of all, I was told that it was in other projects. I have to admit; I did not see it personally. I was told it was there. Even if it's not with regard to memorializing this draft, if you if you asked us to memorialize the draft before we approve this, that was my recommendation last time around, but I don't think that's practical, because we're having difficulty getting everybody to approve the draft. So the only thing I was asking is if we have a draft and we have a commission that the county has put together in

order to come up with conditions and these conditions are there they must be there for a reason. So, good neighbor or otherwise, what I'm suggesting is that we at least abide by some of the minimums that are in this draft. And that is one of the minimums in the draft. So if you're in agreement with it, then motion still stands.

West: Was the draft document available to the planning commission, when the Blue Rock project came, came through?

Kap: I got mine afterward.

Edmondston: Excuse me, just to give some background to the draft policy, the draft policy has been reviewed by the board of supervisors who then created a solar draft committee, the solar policy has not been brought to the planning commission, because the Board of Supervisors has not asked or tasked the planning commission with review of the solar policy and their recommendation for said policy. So this policy has been in the packets of the Board of Supervisors meetings a couple of times in this this year of 2023. But it has not been brought as a task to the planning commission by the Board of Supervisors.

Shumaker: I think as a commission, we feel the same sentiment, you feel all the things coming at you quickly. And as have the solar projects been coming at us quickly. So we are trying to keep up with being a good neighbor, to our citizens as well, based on comments that we hear as well.

West: And we want to it the only issue, I suppose I'm standing here trying to react to what the implications of the insurance minimums are on the project, I think in all likelihood, we're fine with them. And if you all want to keep the vote that you just had, I think it's fine, then we can address it with the board. If we if we realize something, it's just, I just wanted to express on the record, that we're kind of caught off guard a little bit.

Kap: I appreciate that. But as far as madam chair my motion still stands,

Shumaker: We have had the motion, we've had the second and the vote. So if we are to approve to the Board of Supervisors, our conditions or suggestions, ultimately, they have per view of the solar policy. So that is something that you could take up with them and final approval. So if we are able to move on if there's any other questions.?

Dorrier: Now, will we vote on this tonight? Or will the board of supervisors need to approve this policy Before we vote on this? Right? Well, I think well, we'll put it on hold till we get this policy worked out with the Board of Supervisors. That's my motion. But we got another motion on the table.

Shumaker: No, we've done...

Kap: That was my recommendation. Madam chair sorry But that was the recommendation that, in fact, I was the one that made that recommendation last time around. And I was told we can't stand in the

way these projects because this is still a draft. So in view of that, I make the motion, I made the motion for the condition. I totally appreciate what you're saying. I think we ought to have a finalized policy. Problem is they're not moving very fast on it. And it's in its it's making it difficult for us to move these projects, which I think in some cases are beneficial with the county, it's making them difficult for us to move on.

Hopkins: I appreciate that. I guess I would say we're going to use safe panels regardless, you know, no intent to use panels that are unsafe. Right. So if there's a policy or not, I don't think the end product what you're going to receive is going to change.

Dorrier: Well, I don't feel comfortable voting until we have I mean, the Board of Supervisors wanted the policy, they have two supervisors. A lot of people on this committee, and now they didn't do anything, but we need to give something back from them before we can pass anything after you like the way the way I feel about

West: I've just to also make the same comment I made earlier, if the Board of Supervisors has been sitting with a draft policy and has not taken action. Yet action has been taken by the Commission and the Board of Supervisors. While it was a pending policy, then we are not being treated the same way as previous applicants. This would be this would be an exception made on us. Which I completely understand. I think the path that the commissioners propose by implementing conditions that reflect the policy is exactly the what the planning commission should do because the Board of Supervisors is being slow. That makes total sense. As far as delaying us and not delaying the previous project, under the exact same circumstances. I'm having trouble reconciling that.

Shumaker: Let's table this. This part of the discussion for now on the agenda for tonight is the public hearing. So we're going to move along to that for now. Nicci, I'll open the public hearing. Do we have anyone signed up to speak?

Edmondston: We do. There are nine individual signed up to speak and the first one is Frank Hopkins but he didn't need to sign up so next speaker will be Kelly Jones Snoddy followed by Thomas flippen.

Shumaker: Each speaker gives your name and address as part of your opening you'll have three minutes.

Kelly Jones Snoddy: Good evening, Madam Chair, members of the board. I'm Kelly Jones Snoddy district 1 271 Hidden Springs Road, New Canton. I'm also here representing my parents Lynn and Brenda Jones 267 Hidden Springs Road. And my brother and sister in law Berkeley and Shannon Jones 750 Blinkys road. We are here tonight speaking in opposition to case for our family farm borders almost a mile of the property line for parcel 43 dash 41. This is one of the six parcels designated under this project. We are not completely against the idea of expanding into natural energy and solar production. But what we're not in favor of is the size or the footprint of this particular project, and others similar in nature, as well as the fact that the conversion of ag land to solar fields has exploded so quickly recently, that it feels as if our community may not be fully prepared. Our specific concerns are

based on the dramatic land use change from trees to a graded landscape of solar panels, which can result in higher erosion risk water quality degradation, and the future unknowns related to the continued long term maintenance needs of the panel's. These concerns are not just specific to this case, but all large scale solar projects that have come before the county and continue to come before the county. So we are asking that you denied this application. If that's not feasible, we request that you set hard limits. I know it's hard to keep track of the hard limits and during the construction phase. And we understand that 1065 acres that slotted for the project is not the actual developed amount. That amount is now the 572 acres but that is still a large area of disturbance and land use change no matter how much we slice it. We have always taken pride in the fact that Buckingham is strongly agriculture and forestry based. We understand that land conversion is an everyday factor. After all, the Joneses have been converting trees to pasture to raise beef cattle for generations. We are responsible stewards of the land and we are hopeful that the fifth generation that we are currently raising on our family farm can continue to take pride in Buckinghamshire rural landscape. So thank you for your consideration of our concerns. Thank you.

Edmondston: Thomas flippen.

Thomas flippen: Thomas Edward flippen 1148 Chapel Road, new Canton, Virginia, better known as Ted, Ted flippen, that's what I go by. Don't have anything written down. But I want to make it clear right out of the gate that I am in total opposition of this as a property adjoining property owner. Solar power comes to you in the name of green. That's what is considered as a green energy source. It's anything but green. When you come in and clear cut hundreds of acres of land. With equipment that uses fossil fuels or derivative of fossil fuels. Every piece of equipment there will use some type of fossil fuel every piece of equipment is brought in afterwards to do the landscape. Runs on fossil fuels, you can't get away from it. Green went out the door a long time ago with this. The only color green left nail is the money, the lines, the pockets of those that are involved. That's what the green is now. So that's all I have to say. Other than the question what does this benefit Me and my neighbors. What will this what will it do for us? Thank you

Edmondston: Donnie Dorrier.

Donnie Dorrier: Donnie Dorrier 14546 south Constitution route Scottsville feel that a discussion was before me was kind of thought a monkey wrench into the whole thing I was going to talk about. I know the board is the Planning Commission itself is, is back and forth on starting to try to change some conditions with the coming solar project and steel disregarding a solar policy that we're trying to get implemented. I don't quite understand exactly what's going on, I understand the gentleman here that's talking about how you put conditions on Blue Rock, you should put conditions on us. I agree with that, with exceptions of I don't think Blue Rocks should have been accepted. That's my personal opinion, Blue Rocks has never been in there. Blue Rock should have been waited till the policy was taken into effect before they got it done. But it didn't happen. Now these gentlemen come along, they want to be in there, I understand that. But somewhere along the line, we got to have standards, we got to have some kind of a policy that put safeguards in there to protect the county and protect our residents of this county. Now, these conditions that we have here now, if we can run through them quick, and I got to

talk fast, it's 29 conditions in the solar draft is 13 pages, 13 pages of detailed coverage of gray areas, and also additional protection to the county. And item 10. You know, they showed a 350 foot setback. In the draft, we got that 500 feet, and 11 the other policy, they're showing a 50 foot setback, we change that to 100 foot streams, they've show 50 feet, we change that to 100 feet. We're working on slopes and grading. We're working on solar technology; we're changing some language on the erosion part of that stuff. And we talked about the insurance a minute ago, and you know, they're kind of are blindsided by that, but we have that in a draft. And that's our draft. That's the draft that Buckingham should adopt and say, Hey, this is what we want. And you know, and you need to do that. I don't think it's a reason for them to do that. But we need this policy first. So I'm asking you know, I talked to well didn't talk but I email Mr. Carter twice, once on the 14th of November, and again today, and as yet I've still not got a reply from him of what the status of this thing here. But I'm still asking you to put this thing on hold. Wait until it's been approved by the solar panel. I think if you go forward with it, and voted on through then you're not really protecting the county and the citizens of the county. I think you're looking at more for the solar company itself. So that's kind of yalls decision which yall want to do. Thank you

Edmondston: Jacob Carousel

Jacob Carousel: Good evening commissioners. My name is Jacob carousel. And I'm a lifelong Virginian from Williamsburg. here representing energy right or a nonprofit that travels the state, educating rural localities on the best practices of energy projects, renewable energy projects and renewable energy projects. We believe in all of the above strategies the best approach to ensure we have a sustainable and reliable grid for my generation and generations after me. Counties are facing it's no secret counties are facing challenges in determining the role of solar energy and land use. But I will say energy right definitely shares your high standards for solar development. A smart solar project needs to talk to your developer with a plan ensuring that community safety is of utmost importance. From our perspective. However, the rights of the landowner to make responsible use of their property is also an integral component. Like I said, it's no secret we're facing these challenges throughout the state and throughout the country. And I will say and add that there's a real possibility that the state may make a new a new decision with how we will implement these projects throughout the Commonwealth. However, we believe that these decisions require the attention of local leaders who possess a better understanding of their localities. And I just want to urge you to make the thoughtful recommendations in light of this, as these financial opportunities may not look the same following a general assembly session, collaboratively addressing concerns ensures good projects thrive while safeguarding local interests. It ultimately does fall on you all community leaders to make case by case decisions project by project and the best interests of this county. Your commitment to responsible development is commendable. I've seen it. I've been around the conversations and we certainly believe that high quality responsible solar development aligns with the county's vision. With sufficient buffers and setbacks. solar projects can quietly generate much needed revenue for the county while being out of sight out of mind. Just last month at the governor's summit on rural prosperity and Nottoway, Secretary of Agriculture will Matt Lord stated that 80% of farmers in Virginia have a second stream of income to sustain to sustain their farming activities, and for smaller landowners solely can often be the best and or only option. Although economic development is separate from the land use decisions. We do want to note that solar projects offer valuable tax benefits to localities significant relief to taxpayers and new opportunities for local businesses. Regardless of the project size. These projects also bring a unique

opportunity of upfront voluntary contributions from the developers alongside the Machine and Tool tax revenue sharing as you've heard this evening, these funds could help with essential county services such as first responders, schools, or even reduce the taxes on all landowners as a benefit we've seen that happen in Charlotte County this year. In closing, I do encourage you to take into account the property rights of landowners of these farmers not being forced to put these projects on their property. That's their choice. And, you know, along with the economic benefits, as well, well developed projects can coexist with your values while adhering to laws and driving economic growth. But thank you for your time and consideration.

Edmondston: Berkley Jones.

Berkley Jones: Berkley Jones 750 Blinkys road he and Kelly pretty much covered it. But yeah, I'm not along with it. It's several neighbors that have joined me to up the road. It couldn't make it and they're right along with us. We're not for it. Thank you.

Edmondston: The next slide I have actually has two names in it. It's Walter and Theresa Pines. Or did you both want to speak or just one?

Walter Pines: My name is Walter pines. We live at 2037 Blinkys. Road. I'm not a I'm not a local, but we've had our property for 32 years must count some what. We have a problem with our north side of our property. The solar panels will go in 100% of our north side. And I believe it's somewhere around 2000 Square 2000 feet. And I'm concerned over the buffer. Because there are buffers in the buffers. I'd like to know exactly what they're going to plant because we're into horticulture. I like to be able to see 75 feet of nothing I want I don't want to see the solar panels at all, at all. Another concern that was wasn't brought up by anybody else. And it concerns me is that I think Blinkys was always a residential street. Solar panels don't belong there. They belong off a dirt road in the middle of Glenmore somewhere where nobody wants to be, it doesn't belong on like each road. It's a major secondary road. It has a lot of traffic. And we don't need any other construction. We already went through the Bear Creek energy plant, which by the way, lights up our sky on the one side, I never knew that. So we can't see the star as though we were used to. And it may seem insignificant, but at my age, it's very significant. And it just bothers me that we've already turned down a transmission line to run through our property because it would have eaten up about four acres. But we're not interested in it. I don't believe that technology is exactly where it should be in the future. Yes, but also it doesn't belong on Blinkys road. And I'd like to I prefer not seeing we have 42 acres that we're very proud of and love. And we don't want to see it developed in this way. And it also involves my favorite son his two acres it involves a part of his property to have to look at the solar panels. So I appreciate your time and thank you have a good evening.

Edmondston: Douglas Oliver

Douglas Oliver: Douglas Oliver 3800 Glenmore road Scottsville, Virginia 24590. Also own my, home I grew up in in district one, which is less than a mile from this project on two land to join this project. I'm representing my uncle who couldn't be here who has three parcels of land and joined this project. I

represent my cousin Jamie James Oliver Jr, who has three two parcels of land and a home this could be in the middle of this project and my aunt Mary lively who lives in this area. So let me get to the first part. I have a lot of stuff and you're not given enough time, whatever is entity you cite access says project will have full entrances is all which are existing the southern section of the project will be accessed by Sleepy Hollow road will they don't have an access to Sleepy Hollow road. Because here's my plat I own road. There is no I went to the courthouse and check there is no legal right away, historical right away or anything else, because continental can own it, then it went to cotton on the force industries, then it went to bear island, then it went to American Timberlands. And now it's BTG pactual. Manga, which lived there from the time he was 12 years old can attest to not one stick of wood has ever been pulled out of that road way. So they can't say it was a stroke right away. Here's my plan. I only wrote. So this is not true. I don't see how you can even vote on this until they put it back and tell you that's not an entrance at all. They say they want to use it for emergency, they don't have the right to the entrance. It's not there. I own it. My father owned it before me, Joe owned it before him. So they don't have it. On top of that. They met with me. They showed me compassion, they said they weren't going to come down at his construction. It's just what it can come down at anyway. But I don't know how you come through two points land and meet at the state that marks the line, because that's all they have this chunk of land meets this chunk of land and the state you can come through. Not to mention, my daughter who was sick and couldn't meet with kyle that day when he came by my house, she had a great suggestion for an accountant. And for everybody else. The next time somebody comes in and wants to take a piece of timber land presented to you get it approved, then they come by then they go put it on open market to whomever else might buy it, make it a condition that they put it in a conservation easement where it cannot be divided at all. And 40 years when I'm dead and gone. One thing we will not know my daughter will still have one big tract of land and either timber companies got to buy or somebody else who was rich got to buy and it can never be broken up. We'll still have open vast spaces. Much more to cover but I don't have enough time. Oh, microclimate is going to create property devalues going to happen totally unequivocally against it. But I can show you my plat. I don't know how you can vote on anything. When they what they submitted to you. They don't have the right to thank you.

Edmondston: There's no one else signed up for a public hearing.

Shumaker: we will close the public hearing.

West: Are we allowed to respond? So, first, thank you all and understood. So let's address a few of the points one, access all Sleepy Hollow road. If in fact I don't know if it's a non exclusive or an exclusive easement if there's an exclusive easement than the gentleman's correct, if it's a non exclusive easement, then I don't know I think either way, impose a condition on us that just disallows the access entirely. You know, that's fine, we've tried to pull it back. And we only kept emergency access for the sake of everyone's safety. And we we've tried to amend the condition to satisfy the request of the community. If we didn't go far enough, we only left it as an emergency access for safety. So imposed another conditional on us. Now. We find in regard to the conservation easement idea, I think it's a wonderful idea. We cannot obviously, put a conservation easement on land that we lease, which is the northern parcel, but to the gentleman's point, we do have a purchase option on the southern parcel The

impact to us would be significant. It's called the residual value of land. So if you if you're going to hold land for some time, and then you have no monetary realization, at the end, you're losing a lot of money. So why don't we meet in the middle? Why don't we put a 50-acre perimeter around the around that Sleepy Hollow area in conservation, impose a condition on us to do that. That's fine. That's the balance that tries to, you know, show that we are we are trying to hear the community. You know, we have held community meetings, we've done door knocking, some of the people here just spoke, we knocked on their door, and we talked with them. We didn't hear some of these objections. Some of these folks did not show at the community meeting, we have made a concerted effort to get out, get out into the community, we are trying to do what's been asked of us, you know, we're trying to adhere to things that are in a draft policy. We are going in door knocking, we're creating websites, we are holding community hearings are going and sitting down with people in their kitchen. You know, we're saying yes, put the condition on us. So, you know, if that's so that's, that's what I have said, and I'll defer to Frank. But yes, Sleepy Hollow road, if nobody wants an emergency access, and if there's some question about the rights of access, you know, I didn't look at the plat and easements are complicated, then impose it. And then in regard to conservation easement, please think about the cost benefit, let's benefit the community. But also keep in mind the cost to us, you know, putting that entire track of land in a conservation easement would be significant. And I would ask you, if you would do that to another use. That wasn't solar. So with that, I'll turn it over to Frank.

Hopkins: One thing I wanted to add was on the Sleepy Hallow axis, when I spoke to Mr. Oliver at the community meeting, he had a specific concern about fire in the kind of that gully near that that area. And I left that in there specifically for that reason, so happy to exclude it.

Shumaker: Commission discussion or questions?

Kap: Totally confused. I don't know what's what anymore. I have no idea what the plan looks like, given all the conversations going on. We've got we've got conditions in a draft, we've got conditions that somehow have gotten into this motion or the motions that we've made. I've got people out here saying basically, we've got we've got a plan that includes an easement that doesn't exist. I'm at this point, I got to be honest with you. I'm completely lost. Right now. I'm not in any position to say I agree or disagree with this project. Because I don't even know what the project is anymore. I have to apologize. But I really don't.

Dorrier: I just like to get this policy procedure taken care of tonight, we need to turn it back over to the Board of Supervisors and have our policies in lined up what we want to have before we vote on anything else, yay or nay, we need to have this policy in place. And that's the only thing I'm concerned with right now. I couldn't vote. I don't think I could vote right now. Because we don't have all the facts. So that's way I feel

Allen: You want to wait and not do anything until the board goes back over and decides whether they're going to approve the policy or not.

Dorrier: Until the board adopts that policy.

Allen: Right now they not wanting to. So put it on hold. Put it on hold with the change like 75 foot?

Dorrier: The whole thing.

Allen: But I mean, the changes with what I was talking about what changes would would you not like to see

Dorrier: The changes are ok, but what Pete brought up, but just doing what we need to do with the policy is my problem.

Kap: I didn't understand that comment. Did you say that the board does not really want to address the policy? Is that what the problem is?

Allen: it doesn't seem like they are ready for making the policy true yet. They've worked on the policy, they made some changes to the policy as far as approving it. And been 100%. Yes.

Comments from Crowd

Dennis Davis: Karl is supposed to be drawing up the draft for December meeting is my understanding. So why are we in a rush let the board look at the plan in December and we can say yay or na. Are you going kill this application? I don't think so. So why cant we wait till the board sees the policy we all look at it and then every solar project from now on will have to accept these terms that's in the policy. We don't have to rush all of them and pass them right now. That's just my opinion. We just had an opportunity to work on it. So give us an opportunity to finish it.

Kap: What do you think the possibility is in December? Believe me I understand it would be my pleasure as well to see this passed before we do anymore work with solar.

Davis: That was my motion at last months meeting hold off on anymore until we get it in place.

Kap: What is the likelihood in December?

Davis: if it comes to us its going to be a vote on it. My opinion. That's just where im at. We just worked on. Just had an opportunity to work on it. The young man that spoke earlier. There is three of us here on the committee.

Shumaker: On behalf of the commission we thank you that gives us some grace and some timeline on where the solar policy and procedure is and what approval looks like. SO with that information what is the pleasure of the board?

Kap: I make a motion that we table this project until December to see exactly where the board ends up with their decision on this policy. Then at that time we can decide to move forward or not.

Dorrier: I second that.

Edmondston: May I interject because in the past. AS of July this year there has been a state code change regarding public hearings so we've held a public hearing tonight should you decide to table this and bring this back next month in order for this to move forward you would have to have another public hearing. So its not one public hearing and you move forward in 4 months there would have to be another public hearing. If that's what you do your motion needs to include will you bring it back for public hearing in December. So that is a code change. Should you have enough information in December you cant move forward without holding another public hearing.

Kap: So my motion is the hold another public hearing in December that would be subsequent after the boards decision on the solar policy.

Dorrier: Second.

Shumaker: We have a motion and a second. All in favor raise your right hand. 4 yeses one no and one abstain. That takes us back to chairman Bickford.

Bickford: Thank you Ashley for taking care of the two applications that brings us too pubic hearing case for Buckingham county property. Nicci ill let you introduce. Before she does is there any questions before I open the public hearing? We were waiting for you anyone signed up for this application?

Edmondston: There is no one signed up for case ZMA 335 for Buckingham county.

Bickford: Seeing none ill turn it back over to the commission. We are doing an amendment.

Kap: I move we put this in front of the board of supervisors.

Allen: Second.

Bickford: Got a motion and a second. All in favor raise your right hand. That passes. Nicci that brings us to new business.

Edmondston: The next case is an introduction case 23-sup336 Landowner C & S Retreats LLC Applicant Lynne Plante, Kwik Permits LLC parcel information Tax Map 16 Parcel 61 containing approximately 245.57 acres, located at 14585 S Constitution Route Scottsville VA 24590, Slate River Magisterial District. t: The Applicant wishes to Obtain a Special Use Permit to Construct a mechanical equipment shed to house and protect maintenance equipment. The Applicant is asking the Planning Commission to schedule a public hearing for this request. This property is zoned Agriculture (A-1), and a Special Use Permit 18-SUP261, was approved November 13, 2018 by the Board of Supervisors, for the construction and operation of a private corporate retreat. A copy of this file is attached. The written narrative contained in the application for the existing approved Special Use Permit contains specific

information regarding the number of buildings to be constructed under the request of the special use permit. All of the structures included in that request have been built. The building requested in the new application, 23-SUP336, constitutes this new request as it is not included in the parameters of 18-SUP261, and further supports the use and activities of the private corporate retreat. The Zoning Ordinance states, "A nonconforming use of property or a conforming use the requirements for which are changed by this ordinance, shall comply with the requirements of this ordinance before it is expanded or enlarged or additional buildings or structures may be constructed or added to carry out or support the use". The conversations for the construction of this new building began late 2022 with a follow up meeting to discuss necessary steps forward. Mr. Waltman sent a SUP application to be reviewed on January 4, 2023 and I responded on January 12, 2023 informing him that the application was incomplete. The discussion started again when a zoning/building permit application was received September 6, 2023 from Lynne Plant, Kwik Permits LLC. Once again, this request required a SUP application to move forward. The Zoning Ordinance does not allow a private corporate retreat and the uses and activities therein as a Permitted Use. There are 10 condition's attached the applicant is not here but in there application they did fill out the notarized form to have John speak on behalf of Lyn plant. Would it be the pleasure of the commission to set a public hearing December 18th at 6Pm?

Allen: I make a motion for public hearing.

Kap: Second.

Bickford: Any discussion? Seeing none raise your right hand. That passes. Nicci that brings us to your reports.

Commissioner Allen moved, Commissioner Kap seconded, and was unanimously carried by the Planning Commission to move Case 23-SUP36 on to Public Hearing.

Edmondston: This evening I do not have any reports. I will state there has been a lot of discussion on the solar draft policy and it is exactly that a draft. That it reintegrate the planning commission has not been tasked with. I understand respectfully that you are looking for guidance. The solar committee is working diligently to get a report back to the board of supervisors with changes and amendments with an ultimate choice by the board of supervisors. But it not in place or accepted yet. So I will just throw that out. With all the discussion with the cases what's left here tonight is a case moving forward for Verizon wireless. The case 23sup334 that is Hodson pine there will be another public hearing held. The public hearing for 23-ZMA 335 that will move forward. And the introduction for CS Retreats will move forward as public hearing. Its been a lot of discussion just wanted to make sure I captured all the votes.

Kap: December 18th is the next meeting.

Edmondston: Next meeting and work session combined. We will hold the regular meeting first and the work session will be right after. Two in one.

Bickford: That's the 18th. Any commission matters concern?

Shumaker: Depending on how the board vote shakes out would it be some value in adding an action item to the work session maybe having someone from the board to clarify on solar policy. Not sure if that premature since we don't know how the vote is going to go.

Kap: In regard to the request. Excellent request. When we get along far enough in the comprehensive plan. I really think we need to zone specific areas for solar and that would help with a lot of problem, and I really think there ought to be a board member listing but if we don't have a policy we are going to continue to run into these problems. We aren't going to be able to make a clear decision. Land use is land use you can use that land anyway you want but the problem is we don't have a set of policies to put our hands on and say this is ok or not ok. It's not black and white. Its causing issues having these continuing meetings not moving forward.

Bickford: I have to be careful because im in the middle. Ill keep it brief. They were just wanted to be treated like the other applicants. I understand what your saying but like Nicci said it is a draft not policy. Board has indication they want us to follow with set backs conditions everything from on Bridgeport and that's what we've been doing. They've been working on the draft and made changes and I have no issue with those changes but at this point it hasn't been approved now if they do approve it then yes.

Shumaker: If they do not since there is so many people concerned about basing everything we do off policy. If they do not have a policy and its still undefined then next month we have to treat it like the solar policy just doesn't exist.

Bickford: In the application tonight y'all took some of the condition's from the draft and they for the most part agreed to them. However they were caught off guard with some of them because it hasn't been brought before other applications. What we might do because we have an extra public hearing maybe this work session since we are going see what the vote for the board is maybe have someone from the board come explain it. We're going to be pushing our self back pretty late. Maybe we should post pone the work session till January and just do the regular session. Im putting it out there, I can see it being a long night.

Kap: im ok with that.

Edmondston: December 18th will just be the regular meeting?

Bickford: That was my suggestion but we will have to vote on it. We now have a public hearing and then we also have representatives from the board come to explain the policy I can see us having a late night.

Kap: I move that we hold the regular session and have the work session in January.

Dorrier: I second.

Bickford: Motion is we just have a regular scheduled meeting on December 18th and not have the work session till January. Skip the work session. All in favor raise your hand. Just let Mr. fortune know we wont have that. I just want to tank Ashley for taking care of those applications you did a great job. With that do I have a motion to adjourn.

Kap: So moved.

Allen: Second.

Bickford: We are adjourned.

Commissioner Kapuscinski moved, Supervisor Allen seconded, and was unanimously carried by the Planning Commission to adjourn the meeting.

Attest:

Cheryl T. “Nicci” Edmondston
Zoning Administrator/Planner

John E. Bickford
Chairman

Buckingham County Planning Commission
December 18, 2023
Administration Building
6:00 PM
Public Hearing Case 23-SUP334

Owner/Applicant:	Landowners	Bickford Family Lands LLC P O Box 192 New Canton VA 23123 Dick Purcell Land Cattle and Timber P O Box 308 Louisa VA
	Applicant	Mountain Pine Arvonias LLC & Mountain Pine Arvonias II LLC Hodson Energy 28 Liberty St Ste 627 New York NY 1005-1400

Property Information: Tax Map 43 Parcel 41, Tax Map 54 Parcel 190, Tax Map 54 Parcel 157, Tax Map 43 Parcel 50, Tax Map 43 Parcel 50 Lot A, Tax Map 43 Parcel 51. The approximate acreage of all properties in this request is 1,065 acres. The parcels are located both north and south of Blinkys Road, State Route 672, where Bear Garden Creek crosses under the road, Marshall Magisterial District.

Zoning District: Agricultural District (A-1)

Request: The Applicant wishes to obtain a Special Use Permit to allow for the construction and operation of solar photovoltaic (PV) modules to produce up to 80 MWac. The power generated will be linked to the electrical transmission grid via the existing overhead 230 kV high voltage on-site transmission line

Background/Zoning Information: The parcels are located both north and south of Blinkys Road, State Route 672, where Bear Garden Creek crossed under the road, Marshall Magisterial District. Tax Map 43 Parcel 41, Tax Map 54 Parcel 190, Tax Map 54 Parcel 157, Tax Map 43 Parcel 50, Tax Map 43 Parcel 50 Lot A, Tax Map 43 Parcel 51. The landowners are Bickford Family Lands LLC Dick Purcell Land Cattle and Timber. The applicant is Mountain Pine Arvonias LLC and Mountain Pine Arvonias II LLC, Hodson Energy. This property is zoned Agriculture (A-1). The Zoning Ordinance does not permit a Public Utility Generating Plant as a Permitted Use. However, Within the A-1 Agricultural District, Public utility generating plants, public utility booster or relay stations, transformer substations, meters and other facilities, including railroads and facilities, and water and sewage facilities 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. Mountain Pine Arvonias LLC and Mountain Pine Arvonias II LLC (the "Applicant") requests a Special Use Permit ("SUP") to allow for the construction and operation of a 80 MW utility-scale solar facility (the "Project") on approximately 1,065 acres of private land in Buckingham County, Virginia (the "Property"). The Arvonias Solar Project (the "Project") is an upcoming 80-megawatt (MWac) solar photovoltaic facility located in Buckingham County. The Project is being developed by Hodson Energy and is legally referred to as Mountain Pine Arvonias, LLC & Mountain Pine Arvonias II, LLC (the "Applicant"). Situated near the intersection of Route 672 (Blinkys Rd) and Route 670 (CG Woodson Rd), the Project involves (6) separate land parcels, owned by two distinct property owners. The total area for the Project is approximately 1,065 acres, which is currently used for timber production with some agriculture. The development footprint, including solar panels, fencing, and access roads, will be contained in approximately 595 acres of the overall site. Access to the Project will be available through entrances located along Route 672 and Route 670.

Hodson Energy has researched prior solar applications to the County and utilized the guidance given by Buckingham County Planning Commission and Board of Supervisors in their approach to solar developments. The conditions set forth in prior approvals have formed the basis of the Project design parameters. It is our hope that this due diligence and care toward the direction set forth by the Buckingham County Board of Supervisors will result in a successful project for all parties involved.

Once operational, the Arvonias Solar Project will provide approximately 156,000 MWh of clean energy to the local transmission grid, which is enough to power approximately 12,854 homes annually. Solar energy is clean, safe, and ecologically beneficial. The Project will emit no carbon pollution, release no heavy metals, acid gases or small particles, require no water to operate, and displace traditional sources of electric generation. In fact, the Arvonias Solar Project will offset 61,713 tons of carbon annually, equivalent to the carbon sequestered by 73,034 acres of U.S. forests every year.

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

1. **Inspections.** MOUNTAIN PINE ARVONIAS LLC AND MOUNTAIN PINE ARVONIAS II LLC or any successors, assignees, current or future lessee, sub-lessee, or owner of the solar energy facility (the "Applicant") consent to annual administrative inspections by Planning Department Staff for verification of compliance with the requirements of this SUP after the completion of the construction of the Project. During construction of the Project, the County and its assigns and designees shall have access to the site for inspections and to assure compliance with the conditions of the SUP.
2. **Compliance with Conditions.** The Applicant shall sign the list of the adopted conditions for this SUP signifying acceptance and intent to comply with these conditions.
3. **Compliance with Laws; Erosion and Sediment Control and Stormwater.** That all federal, state, and local laws, regulations, permit requirements and ordinances will be adhered to including but not limited to:
 - a. All active solar systems and solar equipment used in this Project shall meet the requirements of the National Electrical Code (NEC), National Electrical Safety Code (NESC), American Society of Civil Engineers (ASCE), American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), or International Electrotechnical Commission (IEC) as

applicable and comply with state building code and shall be inspected by a County building inspector through the building permit process.

b. An Erosion and Sediment Control Plan must be submitted to the County and approved by the Soil and Water Conservation District and the Virginia Department of Environmental Quality prior to any land disturbance. Prior to Applicant's submission of the Erosion and Sediment Control Plan, the Applicant will contact the County's erosion and sediment control reviewer and use reasonable efforts to arrange a meeting on the Property with the Applicant's engineer. The County may obtain an independent third party review of the Erosion and Sediment Control Plan at the expense of the Applicant.

c. The erosion and sediment control plan shall be prepared in accordance with the Virginia Erosion and Sediment Control Handbook. As an additional precaution, the erosion and sediment control plan will be implemented as a sequential progression, demonstrating that not more than 25% of the Maximum Extents (a "Phase") be initially disturbed during construction without temporary seeding or other stabilization in accordance with the Virginia Erosion and Sediment Control Handbook. Temporary seeding or other stabilization in accordance with the Virginia Erosion and Sediment Control Handbook shall be implemented as soon as possible, and no more than 7 days after final grading in a Phase is complete. As soon as the stabilization of a phase, as referenced in sentence 2 of this condition, has been completed, construction activity (disturbance) may commence in a subsequent Phase. This condition shall not prevent continued construction activities in a previous Phase after a previous Phase has been stabilized in accordance with the Virginia Erosion and Sediment Control Handbook, and such stabilized areas will not be subject to the 25% limitation of sentence 2 of this condition; however continued construction activities, excluding maintenance of erosion and sediment control and stormwater management features or associated activities, shall not be re-initiated in a previous Phase until at least 50% vegetative cover (as determined by an independent inspector) has been established in that Phase or 60 days after a Phase has been temporarily stabilized, whichever is sooner. During this period, the applicant shall take continued action implementing best management practices to promote successful establishment of vegetative cover in a Phase. The erosion and sediment control plan will provide the means and measures in accordance with the Virginia Erosion and Sediment Control Handbook to achieve stabilization of the disturbed areas and to comply with this condition.

d. During the construction of the Project, the Applicant shall require the following:

(1) All Erosion and Sediment Control facilities will be inspected by a qualified third party inspector: (i) at least every four calendar days; or (ii) at least once every five calendar days and within 48 hours following any runoff producing storm event. Any discrepancies should be noted and corrective action should be taken to ensure facilities are operating properly. Corrective measures include regularly cleaning out sediment basins and traps, stabilizing eroded banks or spillway structures, cleaning inlets and outlets and repairing damaged silt fence shall be prioritized.

(2) Runoff at stormwater outfalls will also be observed just as often for characteristics listed in the land disturbance permit (clarity, solids, etc.).

(3) A record of the amount of rainfall at the Project during land disturbing activities.

(4) A record of major land disturbing activities, including dates when clearing, grading and excavating occurred in each Phase. Dates when construction activities are either temporarily or permanently ceased in the Phase should be recorded along with stabilization areas.

e. The County may inspect the Project during construction as determined by the County and shall retain all enforcement rights under applicable law.

f. A Stormwater Management Plan must be submitted to the Virginia Department of Environmental Quality (VDEQ) and approved by VDEQ prior to any land disturbance. The Applicant will obtain approval of a Stormwater Pollution Prevention Plan ("SWPPP"). The Applicant and its contractor will have operational day-to-day control of the Project and must implement the SWPPP measures. The Applicant will cause the active up-to-date SWPPP to be made publicly available either electronically or at a location viewable not less than once per month upon request by the public. The Applicant and its contractors will ensure that the applicable subcontractors are trained on appropriate best management practices and requirements in the SWPPP.

g. The Project shall fully comply with all applicable provisions of the Buckingham County Zoning Ordinance, to the extent not modified herein, throughout the life of this SUP.

4. **Expiration.** The building permit application must be submitted within 2 years of obtaining the Special Use Permit and the commercial generation of solar electricity shall begin within 24 months of the approval of the building permit or this SUP shall be null and void. The building permit deadline will be extended for 12 months (3 years total), and the construction time period extended by 12 months (30 months total) by administrative approval of the County Administrator after consultation with the Board of Supervisors due to delays in state permits, interconnection approval, or other good cause demonstrated by the Applicant. Any timeframe under which the Commonwealth is under an Executive Order of the Governor declaring a statewide emergency will toll the timeframe specified in this condition.

5. **Definitions.** All racking, solar modules, inverters, breakers, switches, cabling, communications components, and other ancillary components necessary to convert solar energy to electricity and interconnect to the electrical transmission are considered "Solar Equipment" and subject to the requirements for such, together with setback requirements of that district and other requirements, unless otherwise stated in these conditions. Solar Equipment shall not include access roads and transmission lines and poles. "Project Area" shall include all areas within the Property line boundary that include, but not limited to the following: Solar Equipment, ingress/egress, access roads, fencing, parking, laydown areas, setbacks, buffers, storage area, wetlands, erosion and sediment control features, storm water management features, and other ancillary components. Battery storage and other energy storage methods are not approved as part of this SUP and will require separate special use permitting. The "Property" is defined as 1,065-acres consisting of the following parcels situated in Buckingham County Tax Map 43 Parcel 41, Tax Map 54 Parcel 190, Tax Map 54 Parcel 157, Tax Map 43 Parcel 50, tax Map 43 Parcel 50 Lot A, Tax Map 43 Parcel 51.

6. **Binding Obligation.** This SUP shall be binding on the Applicant or any successors, assignees, current or future lessee, sub-lessee, or owner of the solar energy facility.

7. **General Plan.** The construction of the Project shall be in substantial conformance with these conditions and in general conformance with the Special Use Preliminary Site Plan prepared by HODSON ENERGY dated OCTOBER 3, 2023 (the "General Plan"). The Solar Equipment and accompanying stormwater features shall be limited to no more than 700 acres of the 1,065-acre Property as shown on the Site Plan. Modifications to the Site Plan shall be permitted at the time of building permit based on state and federal approvals and final engineering and design requirements that comply with these conditions.

8. **Construction Hours.** All site activity required for the construction and operation of the solar energy facility shall be limited to the following:

a. All pile driving activity shall be limited to the hours from the earlier of sunrise or 8 a.m. to the later of 6 p.m. or sunset, Monday through Friday. Applicant may request permission from the Zoning Administrator to conduct piling driving activity on Saturday or Sunday, but such permission will be granted or denied at the sole discretion of the Zoning Administrator; and

b. All other construction activity within the Project Area shall be limited to the hours from the earlier of sunrise or 8 a.m. to the later of 6 p.m. or sunset, Monday through Sunday in accordance with the provisions of the County's Noise Ordinance and shall not be unreasonably loud for a sustained duration of time as monitored at the property line of the Project Area.

9. **Noise.** After completion of construction, the solar energy facility, during normal operation, but excluding maintenance, shall not produce noise that exceeds 50 dbA as measured at the property lines of the Project Area boundary, unless the owner of the adjoining affected property has given written agreement to a higher level.

10. **Setback from Existing Residential Dwellings.** A minimum three hundred and fifty (350) foot setback shall be maintained from Solar Equipment to any adjoining or adjacent residential dwellings (and not the property line) that exist at the time of the approval by the Board of Supervisors. This requirement may be reduced or waived for the life of the solar energy facility, if agreed to, in writing, by the owner of the residence. Transmission lines and poles, security fence, and project roads may be located within the setbacks only where necessary. During construction, the setback may be used for the staging of materials and parking if the buffer is not disturbed. The Applicant shall retain and maintain existing vegetation and timber in the setback that are under the control of the Applicant and located on the Property.

11. **Setback to Property Lines and Rights of Way.**

a. **Property Line.** A minimum of a fifty (50) foot setback from Solar Equipment to the property line shall be provided around the perimeter of the Solar Equipment where it is adjacent to property not owned by the same property owner as covered in the SUP at the time of the approval by the Board of Supervisors.

b. **Right of Way.** The Applicant shall provide a minimum of a seventy-five (75) foot setback from Solar Equipment to any adjoining public right of way.

c. Transmission Lines and poles, security fence, and project roads may be located within the setbacks only where necessary.

12. **Setback to Perennial Streams and Connected Wetlands.** As an additional erosion and sediment control and stormwater management precaution, a minimum fifty (50) foot setback shall be maintained from Solar Equipment to the edge of all perennial streams and connected wetlands located within the Project Area. Transmission lines and poles, project roads, erosion and sediment control and stormwater management features may be located within the setbacks where necessary.

13. **Buffer.**

a. Within the setback, the Applicant shall retain at least a fifty (50) foot buffer of existing vegetation and timber with the intent to substantially obscure from view the Solar Equipment and security fence from the property line. Along the property line where there is no vegetation or timber to retain, the Applicant will supplement the buffer with new plantings in the fifty (50) foot buffer.

b. Along existing public right-of-way (ROW) where there is existing timber, the Applicant shall retain at least a fifty (50) foot buffer of existing vegetation and timber with the intent to substantially obscure from view the Solar Equipment and security fence from the public right-of-way. Along existing public rights-of-way where there is not at least 50' of vegetation and timber remaining to substantially obscure from view the Solar Equipment and security fence, the Applicant will create a buffer of at least fifty (50) feet. The new buffer will include timber, evergreens, cedars or other vegetation as determined by the Applicant with the advice of a professional arborist and subject to the prior written approval of the Zoning Administrator prior to the issuance of a building permit. All plantings installed in the buffer shall have an anticipated five-year height of six (6) to eight (8) feet after planting and an anticipated mature height of at least twenty (20) feet. Any new plantings shall be planted during the appropriate time of year after the completion of construction of the Project. The buffer may be included in the setback area.

c. The Applicant will maintain all buffer areas with the advice and support of a professional arborist or forester for the duration of the Project's operational life. Such maintenance may include thinning, trimming, seeding or other modifications to the buffer to ensure the health of the vegetated buffer areas, public safety, and the energy efficiency of the Project. In the event the health of the vegetation within the buffer area is compromised and no longer substantially obscures the visibility of the Solar Equipment and security fence, the Applicant will plant a new buffer, or supplement the remaining buffer, including timber, evergreens, cedars or other vegetation as determined by the Applicant with the advice of a professional arborist or forester.

d. A performance bond reflecting the estimated costs of anticipated landscaping maintenance, as determined by the Applicant with the advice of a professional arborist or forester, shall be posted by the Applicant prior to construction. This ensures buffer landscaping is adequately maintained for the life of the Project.

14. **Fencing.** The Applicant shall install a security fence around the Solar Equipment that is a minimum six (6) feet in height. Fencing must be installed on the interior of the vegetative buffer required in this section so that it is screened from the ground level view of adjacent property owners. The fencing shall be always maintained while the facility is in operation.

15. **Lighting.** Construction lighting shall be minimized and shall be directed downward. Post-construction lighting shall be limited to security lighting only and shall be full cut-off lighting pointed in a down direction. All post-construction lighting shall be dark sky compliant.

16. **Interconnection.** The Project shall not receive a building permit until evidence has been given to Buckingham County that the electric utility company has signed an interim interconnection service agreement or interconnection service agreement with the permittee.

17. **Decommissioning.** If the solar energy facility is inactive completely or substantially discontinuing the delivery of electricity to an electrical grid) for a continuous twelve (12) month period it shall be

considered abandoned. The Applicant shall provide notice to County Administrator immediately upon the Project becoming abandoned, inactive and/or shutting down operation. The Applicant or its successor and/or assign ("Project Owner") shall decommission the Project within twelve (12) months abandonment, inactivity, or substantially discontinuing the delivery of electricity to an electrical grid, whichever occurs first. The decommissioning shall be in accordance with a Decommissioning Agreement between the Applicant, Project Owner and the County. If the Project (or relevant part) is not removed within the specified time, the County may cause the removal of the Project with costs being borne by the Project Owner as will be provided for in the approved Decommissioning Agreement. The costs of decommissioning shall be secured by an adequate surety in a form agreed to by the County Attorney, including but not limited to a bond, letter of credit, cash, or a parent guarantee by an investment grade entity. The Applicant's cost estimate of the decommissioning shall not include the salvage value of the Solar Equipment. The cost estimate of the decommissioning shall be updated by the Applicant every five (5) years and be provided to the County. At its option, the County may require the surety amount be increased based on the new cost of decommissioning. The Decommissioning Agreement shall be agreed upon and the surety shall be provided before the issuance of the building permit.

18. **Decommissioning Timeframe.** The Project shall be decommissioned within twelve (12) months. The decommissioning shall require (i) the removal of any Project facilities installed or constructed thereupon, (ii) the filling in and compacting of all trenches or other borings or excavations made in association with the Project and (iii) the removal of all debris caused by the Project from the surface and 36" below the surface of the Property.

19. **Training of Emergency Services.** The Applicant shall coordinate with the County's emergency services staff to provide materials, education, and/or training to the departments serving the solar energy facility regarding how to safely respond to on-site emergencies. Prior to construction, the Applicant shall ensure that emergency services staff has keys and other access to the Property and the Applicant shall provide the County and emergency services with safety data sheets (SDSs) on the Solar Equipment for the life of the project.

20. **Access Roads and Signage.** Access roads are to be marked by the Applicant with identifying signage. The manufacturers' or installers' identification and appropriate warning signage shall be posted on or near the panels in a clearly visible manner. The signage must identify the owner and provide a 24-hour emergency contact phone number. Each access gate must also have the signage that identifies the owner and provides a 24-hour emergency contact phone number.

21. **Construction Management.** The following measures will be taken:

a. A Construction Traffic Management Plan and mitigation measures shall be developed by the Applicant and submitted to the Virginia Department of Transportation (VDOT) and Buckingham County for review. The Plan shall address traffic control measures, an industry standard pre- and post-construction road evaluation, proposed work zones and delivery locations, and any necessary localized repairs (i.e., potholes, wash-boarding of gravel, shoulder rutting, culvert crushing, etc.) to the public road that are required as a result of damage from the Project.

b. During construction, each project entrance will have a dedicated wash station to mitigate natural debris from unintentionally leaving the Project Area. The Applicant will take all reasonable precautions to minimize impact and damage to public roads including regular maintenance, washing and sweeping. If a traffic issue arises during the construction of the Project, the Applicant shall immediately

develop with input from the County and VDOT and implement appropriate measures to mitigate the issue.

c. During construction, the Applicant will hold a Townhall every quarter within the County, inviting county officials, neighboring landowners, and the broader Buckingham community. During these townhalls, the Applicant will provide a report on the Project's construction progress from the previous quarter and summarize construction activity to occur in the subsequent quarter, and provide an opportunity to receive citizen comments.

22. **Parking.** Parking of vehicles or staging of equipment or materials related construction or decommissioning of the Project shall be limited to the Project Area.

23. **Glare.** All panels will use anti reflective coatings. Exterior surfaces of the collectors and related equipment shall have a non-reflective finish and solar panels shall be designed and installed to limit glare to a degree that no after image would occur, towards vehicular traffic and any adjacent building.

24. **Height.** No aspect of the Solar Equipment shall exceed 17 feet in height, as measured from grade at the base of the structure to its highest point. Such height restriction shall not apply to electrical distribution facilities, substations, or transmission lines.

25. **No County Obligations.** Nothing in this SUP 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.

26. **Severability of Conditions.** If 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.

27. **Enforcement.** Any infraction of the above-mentioned conditions could lead to a stop order and discontinuation or revocation of the special use permit in accordance with Virginia law.

28. **Solar Panel Technology.** The Applicant will be restricted from utilizing photovoltaic panels with internal components containing cadmium telluride. Only silicon type panels, or those other panels that have been established as optimal standard best practice shall be utilized by the Applicant.

29. **Ground Cover; Pollinators.** Prior to the start of construction, the Applicant will perform no less than 10 soil tests in areas across the Project Area to achieve an appropriate sample size of Project Area. The soil tests will be used to inform and develop a comprehensive and detailed vegetative management plan with the intended effect to revegetate the Project Area with ground cover. The vegetative management plan may include the optimal seed types, fertilizer rates, and liming rates (if necessary) to be used for temporary and permanent stabilization. Once operational, the Applicant will maintain ground cover in good condition throughout the operation of the Project. Where grubbing is not required for the construction or operation of the solar farm, or for the installation of erosion control and stormwater management features, existing stumps shall remain in place. The Applicant will consider implementation of Pollinator Habitats where appropriate and in accordance with applicable laws and regulations.

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 All flood plains will be avoided.
12. Delineation of existing mature tree lines or written indication of "no mature tree lines":
☒ YES NO N/A Viewshed analysis included
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 This will be submitted prior to construction
25. Historical sites or gravesites on general site plan: YES ☒ NO N/A Addressed: Cultural Resources Study
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

Confirmation Number: 11521472

Virginia

**Buckingham County
Payments**



Transaction Details

Buckingham Payment

MISC

Account/Map/Bill Number

43-41 54-190 54-157 43-50

Name

MOUNTAIN PINE ARVONIA LLC

Tax Year being paid

MOUNTAIN PINE ARVONIA II

Parcel Number #2 (If applicable)

43-50A

Parcel Number #3 (If applicable)

43-51

Credit Card Payment Address Information

Order Number **11521472**

Customer Name **HELENA WELLS**

Email Address **FRANK@HODSONINC.COM**

Address **42789 DEAUVILLE PARK CT
FREMONT, CA 94538**

Phone Number **(804) 223-2212**

Credit Card Number **4XXXXXXXXXXXX8665**

Credit Card Type **Visa**

Expiration Date **0828**

Operator Name

Transaction Time **10/6/2023 2:51:03 PM**

Authorization Code **00525G**

Convenience Fee
Authorization Code **08230G**

Transaction ID **2129090852**

Purchase Type **sale**

Agency Total **200.00**

Convenience Fee **\$5.00**

Total Amount **205.00**

Charged to Card

ONE OR BOTH CHARGES WILL APPEAR AS PAYGOV.US ON YOUR CARD STATEMENT.

For questions about this payment, please call (866) 480-8552.

PayGov, LLC

5144 E. Stop 11 Rd. Indianapolis, IN 46237

<http://paygov.us>

Disputing a charge with your credit card company may result in an additional \$40.00 charge.

APPLICATION FOR A SPECIAL USE PERMIT

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

DATE OF APPLICATION: _____

Special Use Permit Request: Mountain Pine Arvonía, LLC & Mountain Pine Arvonía II, LLC (the "Applicant" or "Arvonía Solar") to allow for the construction of an 80 MWac utility-scale solar facility (the "Project") on approximately 1,065 acres of private land in Buckingham County (the "Property").

Purpose of Special Use Permit: The Applicant requests a Special Use Permit (SUP) to allow the construction and operation of the Project on the Property. The Applicant proposes to install solar photovoltaic (PV) modules to produce up to 80 MWac. The power generated will be linked to the electrical transmission grid via the existing overhead 230 kV high voltage on-site transmission line.

Zoning District: Agricultural (A-1) Number of Acres: +/-1,065

Tax Maps Section: 43-41, 54-190, 54-157, 43-50, 43-50A, 43-51 Magisterial Dist.: District 1

Street Address: 37.685803, -78.301164, both north and south of Blinkys Rd (Rt. 672) where Bear Garden Creek crosses under the road.

Directions from the County Administration Building to the Proposed Site: Turn right on U.S. Route 60 for 3.7 Miles. Turn left on U.S. Route 15 North for 15.5 miles. Turn right onto State Route 672 (Blinkys Rd) for approximately 1.4 miles and enter the site on the left.

Name of Applicant: Mountain Pine Arvonía, LLC & Mountain Pine Arvonía II, LLC
Mailing Address: 28 Liberty St Ste 627, New York, NY 10005-1400 ATTN: Hodson Energy

Daytime Phone: (917) 478-6465

Cell Phone: 804-223-2212

Email: Frank@Hodsoninc.com

Fax: _____

Name of Property Owner: Buckford Family Lands, LLC

Mailing Address: P.O. Box 192, New Canton, VA 23123

Daytime Phone: (434) 581-1842 Cell Phone: (434) 960-5247

Email: buckfordtimber@gmail.com Fax: (434) 581-1843

Signature of Owner:  Date: 8/31/23

APPLICATION FOR A SPECIAL USE PERMIT

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

DATE OF APPLICATION: _____

Special Use Permit Request: Mountain Pine Arvonias, LLC & Mountain Pine Arvonias II, LLC (the "Applicant" or "Arvonias Solar") to allow for the construction of an 80 MWac utility-scale solar facility (the "Project") on approximately 1,065 acres of private land in Buckingham County (the "Property").

Purpose of Special Use Permit: The Applicant requests a Special Use Permit (SUP) to allow the construction and operation of the Project on the Property. The Applicant proposes to install solar photovoltaic (PV) modules to produce up to 80 MWac. The power generated will be linked to the electrical transmission grid via the existing overhead 230 kV high voltage on-site transmission line.

Zoning District: Agricultural (A-1) Number of Acres: +/-1,065

Tax Maps Section: 43-41, 54-190, 54-157, 43-50, 43-50A, 43-51 Magisterial Dist.: District 1

Street Address: 37.685803, -78.301164, both north and south of Binkys Rd (Rt. 672) where Bear Garden Creek crosses under the road.

Directions from the County Administration Building to the Proposed Site: Turn right on U.S. Route 60 for 3.7 Miles. Turn left on U.S. Route 15 North for 15.5 miles. Turn right onto State Route 672 (Binkys Rd) for approximately 1.4 miles and enter the site on the left.

Name of Applicant: Mountain Pine Arvonias, LLC & Mountain Pine Arvonias II, LLC
Mailing Address: 28 Liberty St Ste 627, New York, NY 10005-1400 ATTN: Hodson Energy

Daytime Phone: (917) 478-6465

Cell Phone: 804-223-2212

Email: Frank@Hodsoninc.com

Fax: _____

Name of Property Owner: Dick Purcell Land Cattle and Timber

Mailing Address:

PO Box 308, 117 Sims Ave., Louisa VA

Daytime Phone: 540 847 2768 Cell Phone: _____

Email: dickpurcellland@gmail.com Fax: _____

Signature of Owner: Richard G Purcell, President Date: Sep 19, 2023
Richard G Purcell, President (Sep 19, 2023 11:25 EDT)

APPLICATION FOR A SPECIAL USE PERMIT

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

DATE OF APPLICATION: _____

Special Use Permit Request: Mountain Pine Arvonía, LLC & Mountain Pine Arvonía II, LLC (the "Applicant" or "Arvonía Solar") to allow for the construction of an 80 MWac utility-scale solar facility (the "Project") on approximately 1,065 acres of private land in Buckingham County (the "Property").

Purpose of Special Use Permit: The Applicant requests a Special Use Permit (SUP) to allow the construction and operation of the Project on the Property. The Applicant proposes to install solar photovoltaic (PV) modules to produce up to 80 MWac. The power generated will be linked to the electrical transmission grid via the existing overhead 230 kV high voltage on-site transmission line.

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Street Address: 37.685803, -78.301164, both north and south of Blinky's Rd (Rt. 672) where Bear Garden Creek crosses under the road.

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Mailing Address: 28 Liberty St Ste 627, New York, NY 10005-1400 ATTN: Hodson Energy

Daytime Phone: (917) 478-6465

Cell Phone: 804-223-2212

Email: Frank@Hodsoninc.com

Fax: _____

Name of Property Owner: BTG Pactual OEF Property 2, L.P.

Mailing Address:

1180 Peachtree Street NE, Suite 1810, Atlanta, GA 30309

Daytime Phone: 706-264-8084 Cell Phone: _____

Email: david.duncan@btgpactual.com Fax: _____

Signature of Owner:  Date: Sep 8, 2023

Signature of Applicant:  Date: 10/6/23

Please indicate to whom correspondence should be sent:

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

Adjacent Property Owner List

Parcel #	Owner	Address 1	City/State	ZIP	Zoning
42-218	TAYLOR HARRISON C/O DENISE K SMITH	300 W 135 STREET #4R	NEW YORK, NY	10030	A-1 Agricultural District
42-219	BERK-MAR LAND LLC	267 HIDDEN SPRINGS RD	NEW CANTON, VA	23123	A-1 Agricultural District
43-32	TAYLOR HARRISON HEIRS OF C/O DENISE K SMITH	300 W 135 STREET #4R	NEW YORK, NY	10030	A-1 Agricultural District
43-40	JOHNSON EMMA C/O ROWENA LITTLE	319 TONEY LANE	NEW CANTON, VA	23123	A-1 Agricultural District
43-42	VAN DEN BERG CORNELIA MARTHA	PO BOX 188	ARVONIA, VA	23004	A-1 Agricultural District
43-49	VAN DEN BERG CORNELIA MARTHA	PO BOX 188	ARVONIA, VA	23004	A-1 Agricultural District
43-9A	BERK-MAR LAND LLC	267 HIDDEN SPRINGS RD	NEW CANTON, VA	23123	A-1 Agricultural District
43-9A1	JONES BERKLEY LEE & SHANNON L JONES	750 BLINKYS RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-184	BERK-MAR LAND LLC	267 HIDDEN SPRINGS RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-187	HUDSON HERBERT ALLEN JR	974 SLEEPY HOLLOW RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-188	OLIVER WILLIAM LEE & PATRICIA C	907 SCHROEDER RD	POWHATAN, VA	23139	A-1 Agricultural District
54-189	OLIVER DOUGLAS SPENCER	3800 GLENMORE RD	SCOTTSVILLE, VA	24590	A-1 Agricultural District

55-1	BERGER JEFFREY F & JENNIFER B	9865 HONEYBEE DR	MECHANICSVILLE, VA	23116	A-1 Agricultural District
55-2	WEYERHAEUSER COMPANY ATTN TAX DEPT	205 PERRY LANE RD	BRUNSWICK, GA	31525	A-1 Agricultural District
55-9	STINSON RAY W & TRESCHA H STINSON	693 NUBBIN HILL RD	NEW CANTON, VA	23123	A-1 Agricultural District
70-59	NUBBIN HILL FARM	16 CG WOODSON RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-150	FLIPPEN BRUCE M	209 INGRAM AVE	COLONIAL HEIGHTS, VA	23834	A-1 Agricultural District
54-134	BRYANT CAROLINE P & HARRY W BRYANT	2384 CHAPEL RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-134A	PANKEY GEORGE ADAM	28270 N JAMES MADISON HWY	NEW CANTON, VA	23123	A-1 Agricultural District
54-138	ROBERTS ROBERT S JR	2415 CHAPEL RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-139	ROBERTS ROBERT JR	2415 CHAPEL RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-158	PANKEY GEORGE ALBERT & SUSAN	2552 CHAPEL RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-159	PANKEY GEORGE A	2552 CHAPEL RD	NEW CANTON, VA	23123	A-1 Agricultural District
55-10	FLIPPEN THOMAS E & LISA J FLIPPEN	1148 CHAPEL RD	NEW CANTON, VA	23123	A-1 Agricultural District
55-9	STINSON RAY W & TRESCHA H STINSON	693 NUBBIN HILL RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-3-6	OLIVER DOUGLAS SPENCER	3800 GLENMORE RD	SCOTTSVILLE, VA	24590	A-1 Agricultural District

54-3-1	OLIVER WILLIAM & PATRICIA OLIVER	907 SCHROEDER RD	POWHATAN, VA	23129	A-1 Agricultural District
54-3-2	OLIVER WILLIAM L & PATRICIA	907 SCHROEDER RD	POWHATAN, VA	23139	A-1 Agricultural District
54-3-3	OLIVER JAMES LEWIS JR &LYNN FRAYSER	910 SLEEPY HOLLOW RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-3-4	LIVELY MARY O & LEONARD F	914 SLEEPY HOLLOW RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-183	MCALLISTER BRENDA Y & JOHN A	909 SLEEPY HOLLOW RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-184	BERK-MAR LAND LLC	267 HIDDEN SPRINGS RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-187	HUDSON HERBERT ALLEN JR	974 SLEEPY HOLLOW RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-188	OLIVER WILLIAM LEE & PATRICIA C	907 SCHROEDER RD	POWHATAN, VA	23139	A-1 Agricultural District
54-189	OLIVER DOUGLAS SPENCER	3800 GLENMORE RD	SCOTTSVILLE, VA	24590	A-1 Agricultural District
54-3-5	OLIVER JAMES L JR	910 SLEEPY HOLLOW RD	NEW CANTON, VA	23123	A-1 Agricultural District
54-191	CROCKETT WILLIAM F	74 TRICES LAKE RD	COLUMBIA, VA	23038	A-1 Agricultural District
54-2-3	KIMBLE JOANNE LIFE EST JOANNE B C/O JOANNE L KIMBLE	721 SLEEPY HOLLOW RD	NEW CANTON, VA	23123	A-1 Agricultural District
43-48A	PEINS BARRY W & GERTRUDE	1631 BLINKYS RD	NEW CANTON, VA	23123	A-1 Agricultural District
43-29	HAYS VERNON W & CHARLA S HAYS	2615 CARLTON TERRACE	KINGSLAND, TX	78639	A-1 Agricultural District

43-31	STINSON STEVEN P	1007 BLINKYS RD	NEW CANTON, VA	23123	A-1 Agricultural District
31-134	JONES LEWIS W & BARBARA ANN JONES	41 GLENMORE DR	NEW ROCHELLE, NY	10801	A-1 Agricultural District
31-135A	MAXWELL KENNETH L	289 BREMO BLUFF RD	BREMO BLUFF, VA	23022	A-1 Agricultural District
43-23	LOVING R EASTON JR & PAMELA C	9477 JAMES MADISON HWY	FORK UNION, VA	23055	A-1 Agricultural District
43-24	INGRAM JAMES B & SHIRLEY H INGRAM	PO BOX 7	NEW CANTON, VA	23123	A-1 Agricultural District
43-26	LOVING R EASTON JR & PAMELA C	9477 JAMES MADISON HWY	FORK UNION, VA	23055	A-1 Agricultural District
43-29	HAYS VERNON W & CHARLA S HAYS	2615 CARLTON TERRACE	KINGSLAND, TX	78639	A-1 Agricultural District
43-4	MCGREW GERALD D	16402 ST PETERS CHURCH RD	MONTPELIER, VA	23192	A-1 Agricultural District
43-62	CHAMBERS MARJORIE D	PO BOX 126	NEW CANTON, VA	23123	A-1 Agricultural District
43-48	PEINS WALTER L JR & THERESA R PEINS	2037 BLINKYS RD	NEW CANTON, VA	23123	A-1 Agricultural District
43-63	WOODSON HATTIE S C/O TRAVIS WOODSON	499 LIBERTY RD	NEW CANTON, VA	23123	A-1 Agricultural District
43-54	JONES FRANCES E	1493 TEXAS SCHOOL RD	WINGINA, VA	24599	A-1 Agricultural District
43-55	JONES HENRY BERNARD & ELEANOR M	8396 SPRING HOLLOW DR	RICHMOND, VA	23227	A-1 Agricultural District
43-56	BOLLING BEATRICE J	PO BOX 18	NEW CANTON, VA	23123	A-1 Agricultural District

43-51A	SCRUGGS JEAN	PO BOX 73	NEW CANTON, VA	23123	A-1 Agricultural District
43-52	LOVING R EASTON JR & PAMELA C	9477 JAMES MADISON HWY	FORK UNION, VA	23055	A-1 Agricultural District
43-58	SCRUGGS JEAN	PO BOX 73	NEW CANTON, VA	23123	A-1 Agricultural District
43-59	WOODSON HATTIE MARIE C/O TRAVIS A WOODSON	499 LIBERTY RD	NEW CANTON, VA	23123	A-1 Agricultural District
43-73	SCRUGGS DELANO R & JEAN W SCRUGGS	28080 N JAMES MADISON HWY	NEW CANTON, VA	23123	A-1 Agricultural District

ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This 6 day of October, year 2023,

I Frank Hopkins 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 6 day of October,

of the year 2023. My Commission expires on 11/30/2024.

Notary Public Signature: [Signature]

Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA

COUNTY OF BUCKINGHAM, VIRGINIA

On this 2nd day of October, of the year 2023

I John E. Bickford (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:

John E. Bickford - Bickford Family Lands, LLC - is
member of Buckingham County Planning Commission.
20% ownership of Tax MAP 43-A-51, 50, & 50A

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

John E. Bickford

NOTARY PUBLIC

COUNTY OF Buckingham STATE OF Virginia

Subscribed and sworn to me on this 2nd day of October

of the year 2023. My commission expires 07/31/2024.

Notary Public Signature: [Signature]

Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 4TH day of OCTober, of the year 2023

I RICHARD G. PORCELL, PRESIDENT (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)

Richard G. Porcell PRESIDENT OF RICK PORCELL
LAND, CATTLE AND TIMBER CORPORATION

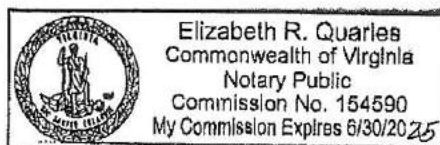
NOTARY PUBLIC

COUNTY OF LOUISA STATE OF VA

Subscribed and sworn to me on this 4TH day of OCTober

of the year 2023. My commission expires JUNE (30, 2025).

Notary Public Signature: Elizabeth R. Quarles
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):

Two previously recorded architectural resources are partially within the Project area. A Desktop Cultural

Resources Report was commissioned and a full Phase 1 Cultural will be completed for DEQ

PBR requirements. All significant cultural areas will be avoided.

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

The Applicant has performed a Desktop Cultural Analysis consulting with the VA Department of Historic

Resources. The Applicant will coordinate findings with the Buckingham Historical Society to ensure all areas

of historical importance are avoided. Our study revealed 23 historic sites within the property.

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:

A small part of a historic graveyard may cross into the northeast corner of the Project area.

A further survey would be needed to determine if it is in fact in the Project boundary.

The Project will be buffered from this area in accordance with State regulations.

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

If yes, please explain any impact:

A survey will be completed prior to construction and any existing grave site will be avoided and

buffered in accordance with State regulations.

Owner/Applicant Signature: Frank Hopkins Date: 10/6/23

Printed Name: Frank Hopkins Title: _____

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: TBD/Not Assigned

Applicant: Mountain Pine Arvonía & Mountain Pine Arvonía II

Location: Tax Maps, 43-50, 43-50A, 43-51, 43-41, 54-190, 54-157 (New Canton)

Proposed Use: Solar

For VDOT use only:

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

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

Access points to Department maintained roadways will be evaluated through the County site plan review process for compliance with Department regulations and standards.

The DRAFT Arvonía Solar Traffic Route and Evaluation Study dated September 2023 provided to the Department by the applicant does not provide sufficient information to fully evaluate the construction traffic impacts. Study comments can follow after a formal submission through the County review process.

Signature of VDOT Resident Engineer: Brian Lokker, PE Digitally signed by Brian Lokker, PE
Date: 2023.10.06 12:00:32 -04'00'

Printed Name: B.Lokker, PE (Asst RE) Date: 10-6-23

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: 10/6/23

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.



MOUNTAIN PINE ARVONIA, LLC
MOUNTAIN PINE ARVONIA II, LLC
BUCKINGHAM COUNTY, VA

OCTOBER 6, 2023

PREPARED FOR SUBMISSION TO:

COUNTY OF BUCKINGHAM, VIRGINIA
DEPARTMENT OF ZONING/PLANNING
PO Box 242, BUCKINGHAM, VA 23921

PREPARED FOR SUBMISSION BY:

HODSON ENERGY
4870 SADLER ROAD, SUITE 300,
GLEN ALLEN, VA 23060

Contents

Project Narrative	3
1. Site Location and Characteristics	3
2. Project Specifics and Equipment.....	4
Interconnection.....	4
Site Access.....	4
Security and Fencing	4
Construction.....	4
3. Comprehensive Plan Consistency	5
3.1 Land Use.....	5
3.2 Community Design.....	6
Overview	6
Viewshed.....	7
Sound	7
Glare.....	8
Property Values.....	8
County Resources.....	8
Decommissioning.....	8
3.3 Cultural Resources	9
3.4 Economic Development.....	9
3.5 Environment.....	10
3.6 Fire and Rescue, Law Enforcement.....	10
3.7 Housing	10
3.8 Libraries.....	11
3.9 Parks and Open Spaces	11
3.10 Potable Water	11
3.11 Sewage	11
3.12 Schools	11
3.13 Telecommunications.....	11
3.14 Transportation	11
3.15 Solid Waste	12
4. Conditions	Appendix
5. Concept Plan/Map Set	Appendix

6. Financial Analysis	Appendix
7. Cultural Resources Overview and Assessment Report	Appendix
8. Environmental Resource Impact Analysis	Appendix
9. Traffic & Route Evaluation Study	Appendix
10. Viewshed Analysis.....	Appendix
11. Decommissioning Plan	Appendix
12. Appraisal Study	Appendix
13. Copy of Real Estate Taxes	Appendix
14. Property Deeds	Appendix

Project Narrative

The Arvonía Solar Project (the "Project") is an upcoming 80-megawatt (MWac) solar photovoltaic facility, located in Buckingham County. The Project is being developed by Hodson Energy and is legally referred to as Mountain Pine Arvonía, LLC & Mountain Pine Arvonía II, LLC (the "Applicant"). Situated near the intersection of Route 672 (Blinkys Rd) and Route 670 (CG Woodson Rd), the Project involves (6) separate land parcels, owned by two distinct property owners. The total area for the Project is approximately 1,065 acres, which is currently used for timber production with some agriculture. The development footprint, including solar panels, fencing, and access roads, will be contained in approximately 595 acres of the overall site. Access to the Project will be available through entrances located along Route 672 and Route 670.

Hodson Energy has researched prior solar applications to the County and utilized the guidance given by Buckingham County Planning Commission and Board of Supervisors in their approach to solar developments. The conditions set forth in prior approvals have formed the basis of the Project design parameters. It is our hope that this due diligence and care toward the direction set forth by the Buckingham County Board of Supervisors will result in a successful project for all parties involved.

Once operational, the Arvonía Solar Project will provide approximately 156,000 MWh of clean energy to the local transmission grid, which is enough to power approximately 12,854 homes annually. Solar energy is clean, safe, and ecologically beneficial. The Project will emit no carbon pollution, release no heavy metals, acid gases or small particles, require no water to operate, and displace traditional sources of electric generation. In fact, the Arvonía Solar Project will offset 61,713 tons of carbon annually, equivalent to the carbon sequestered by 73,034 acres of U.S. forests every year.

1. Site Location and Characteristics

The Arvonía Solar Project is located in the heart of the new Canton District east of James Madison Hwy, west of CG Woodson, and bisected by Blinkys Rd. Hodson chose and designed this site with multiple inputs and considerations to deliver the best possible project for Buckingham County. Among our considerations, we put high importance on the following factors.

- Distance: The site is situated at a considerable distance from residential homes which has allowed for increased setbacks to ensure that residents continue to enjoy a rural atmosphere.
- Electrical Infrastructure: A 230kV high-voltage transmission line passes through the property, enabling an on-site Point of Interconnection. All necessary facilities, including the project's own substation will be housed on the premises.
- Terrain: The land is predominantly flat, reducing concerns about water drainage and eliminating the need for extensive grading. Our submission includes a full wetland study to help delineate and provide adequate buffers from Bear Creek and other waterways inside the parcels.
- Environmental Barriers & Corridors: The location is currently designated for commercial timber activities, and the remaining trees around the boundary will function as a natural shield from neighboring properties and roadways. There is existing vegetation providing screening on the majority of the project and we have conditioned this proposal to fill in any gaps in the buffer. Moreover, we are protecting large swaths of land to maintain wildlife corridors throughout the Project.

- Historical Use: This area has historically been utilized for silviculture, mining, and other agricultural uses.

2. Project Specifics and Equipment

The Project will utilize single axis tracking technology, which involves solar panels attached to a rotating bar that follows the sun's path throughout the day. This technology features a straightforward, frequently replicated modular design. The Project layout includes rows of solar panels affixed to vertical posts with horizontal support axes. The setup will have tracker-mounted panels and inverters which are used for converting DC power to AC. After the Project's operational lifespan concludes, the Project will be decommissioned leaving behind only the substation that connects the Project to the grid.

The Project will employ crystalline module technology for its solar panels, which are based on silicon. While the exact solar panel model is yet to be determined, the project will use "Tier 1" solar panels and equipment. These Tier 1 panels are anticipated to deliver solar power throughout the entire 25-year warranty duration of the panels. With an 80MWac capacity, the Project is set to incorporate around 189,237 panels.

Interconnection

The Project will utilize a point of interconnection at the existing 230kv line that traverses the northeast part of the Project. A substation will be built on the site adjacent to this line and it is denoted on the site plan.

Site Access

The Project will have 4 entrances all of which are existing. The southern section of the Project will be accessed by Sleep Hollow Rd and Chapel Rd while the northern section of the Project will be accessed by entrances on Blinky's and CG Woodson. All of these entrances will have property signage to alert the public of the project boundaries. The entrances will also all feature a Knox box to ensure emergency personnel access to the site in the event of an emergency.

Security and Fencing

The site will be encompassed by a six-foot-high security fence to ensure the safety of the public and prevent any unauthorized access to the site. This fence will be located interior to the vegetative buffer that encircles the entirety of the Project. Both the fencing and buffer will be maintained to ensure the site is secure and obscured from view.

Construction

The construction approach for the Project will align with standard practices employed in the US for building large-scale, ground-mounted solar facilities that produce wholesale power. The site first must be secured, and the boundaries are organized into construction zones. Stormwater and erosion controls are subsequently set up to constrain run off and ensure responsible control of water flows. The site is then cleared, and the trees are removed with a perimeter buffer of natural vegetation left to ensure mature trees are left to protect viewshed. Grading is then performed to even out areas and create a flat enough surface for the equipment to be installed. Attention is given to maximize the existing benefits of

the terrain and install panels in areas that minimize the amount of grading required. Finally, internal roads are constructed followed by the substation, racks, panels, and fencing.

The construction phase of the Project will feature heavy equipment to clear land, create roads, and drive piles. The racks and panels themselves will be assembled by hand and will cause little to no interruption to neighboring properties. Pile driving is needed to set the piles for the racks and panels to be assembled. We have conditioned the Project to protect neighbors from unwanted noise during off hours by restricting pile driving activities to Monday through Friday from 8am to 6pm. This should afford neighboring properties as little interruption to their daily lives for the duration of the construction phase. Once constructed, the Project will likely go unnoticed to adjacent neighbors.

3. Comprehensive Plan Consistency

3.1 Land Use

The Arvon Solar Project is designated as Rural/Agricultural/Forestry Areas in the 2015-2020 Buckingham County Comprehensive Plan. The Comprehensive Plan defines these areas as:

“The Rural/Agricultural/Forestry Areas are intended to preserve and enhance the essential character and resources of rural portions of the County where agriculture and forestry uses exist while accommodating some rural residential development (low density, rural in character and on private well and septic systems). During the 10- to 20-year period of the Plan, the Rural/Agricultural/Forestry Areas are the lowest priority for new residential development.”

The Arvon Solar Project site is currently used for timber harvesting, and as a solar farm, the Project will meet the very low impact desired from the Comprehensive Plan. This Project will create no new houses or have a need for septic wells or public water and sewer infrastructure. The Project is also conditioned with generous setbacks and viewshed protections to ensure the rural character of the area. Once complete, the Project will operate in general obscurity with minimal impact to neighboring properties.

The Arvon Solar Project will also help meet the County’s long-term preservation goals. The Project will exist for 40 years and then be decommissioned. This will ensure that rural lands are preserved into the future but will also prevent residential development from occupying Rural/Agricultural/Forestry Areas. The Comprehensive Plan denotes a preference for the conservation of rural areas and agricultural land as the County grows. This Project will help aid in that effort by setting aside approximately 1,065 acres for 40 years where it will generate electricity and be decommissioned. When the site is decommissioned, the land can again be returned to any number of agricultural or conservation uses.

The Project will utilize native grasses and pollinators as ground cover. Such native vegetation will enrich and regenerate the soil, there will be no timber harvests to disturb the land, which will potentially enhance the soil quality by the decommissioning phase. This vegetation and ground cover will also promote the presence of pollinators on the site. Furthermore, the Project has integrated wildlife corridors into its design to reduce disruptions to wildlife movement. Bear Creek runs uninterrupted throughout the entire site allowing a variety of local fauna to traverse the site freely.

The Comprehensive Plan's first listed policy area is dedicated to land conservation, and it states that "It is important to maintain a balance between development and preservation objectives throughout the County."¹ The Applicant recognizes that solar development is not one of the listed forms of land conservation but would assert that, once decommissioned, the site would have effectively been preserved over a 40-year period. Unlike many of the programs that allow for conservation through tax deferrals, this Project will generate significant amounts of revenue for the County. It will also give property owners more tools to maximize the possible value of their land. The Comprehensive Plan specifically states that "there are other tools and programs available to rural property owners which aid them in preserving their land holdings while, hopefully, obtaining a desired rate of return on their equity."² Allowing property owners to develop utility-scale solar is another tool for landowners to utilize in maximizing a return on their equity.

The Comprehensive Plan denotes a preference for utilizing proffered conditions to ensure development does not put a strain on government finances. The plan states, "proffered conditions should be encouraged to minimize the impact that such development may have on the County's fiscal responsibility in providing services to the residents of such development."³ The Project is coming before the County with 28 conditions already proposed by the Applicant. These conditions are designed to make sure the Project is a good neighbor to the surrounding area and are also intended to make sure the Project is beneficial financially to the County. Moreover, the Project has initiated the negotiation of a Siting Agreement to further benefit the County. The Siting Agreement is being negotiated with the County Administrator and County Attorney, and once in execution form, the Board of Supervisors will vote on the Siting Agreement separately. If approved, the Siting Agreement creates a substantial accordance with the Comprehensive Plan per section 15.2-2232 of the Virginia Code.

3.2 Community Design

Overview

The Buckingham County Comprehensive Plan acknowledges the importance of building a strong tax base and that the source of those taxes may come from different and unique sources. It states, "Community facilities and services are made possible by individuals, families, businesses, and industries working together to serve Buckingham County. The provision of such facilities and services is usually determined by the tax income that can be obtained from local population and businesses."⁴ The Comprehensive Plan goes on to note, "In addition, some private or quasi-public facilities such as educational institutions and some utility systems are important resources for the local community and must be taken into account when analyzing the full range of public resources available to the citizens of this locality."⁵ The Arvonja Solar Project meets the intent of the Comprehensive Plan completely as the Project is private/quasi-public and will generate significant tax revenue as outlined in the provided financial analysis.

¹ Buckingham County Comprehensive Plan, Page 154

² Buckingham County Comprehensive Plan, Page 154

³ Buckingham County Comprehensive Plan, Page 187

⁴ Buckingham County Comprehensive Plan, pg. 95

⁵ Buckingham County Comprehensive Plan, pg. 95

This Project will also have a very low impact on the surrounding area. The Arvon Solar Project will not generate additional road traffic or local service demand from County resources. The Project site will be heavily buffered and the viewshed will be protected so that citizens will not see it. The classic zoning concerns around health and safety for citizens are not an issue with this project. Benign and innocuous, the Project will operate quietly without producing pollutants or affecting the general welfare of neighboring properties. The Project will be a good neighbor and will be a key part of ensuring that the power generated in the County is clean and positive for County residents.

The Applicant is submitting this application in full accordance with the Buckingham County Zoning Ordinance. Special attention has been paid to prior precedence from other utility-scale solar applications to ensure that the intent of the Board is met in the volunteered conditions set forth in this application. This Project has gone above and beyond to exceed the ordinance and create additional buffers to protect local waterways and cultural resources in the area.

Viewshed

The Applicant has engaged Timmons Engineering to provide a landscaping plan as well as a viewshed analysis. The Project is conditioned currently to a buffer of 75 feet from any property line and 300 feet from any structure. This should provide a substantial visual buffer from any neighboring properties ensuring that nearby residents continue to enjoy their rural quality of life. The viewshed analysis has revealed that the only area in need of planting is where the Project borders CG Woodson Dr. There is currently a cornfield planted that will transition into a tree buffer to ensure that the site is uniformly buffered with trees.

Sound

The proposed utility-scale solar Project in Buckingham County, Virginia is designed to ensure that no unreasonably loud noises are created during its operation. To achieve this, the Applicant has proposed two conditions regarding sound.

First, all site activity required for the construction and operation of the solar energy facility shall be limited to certain hours, with pile driving activity being restricted to the hours between sunrise or 8 a.m. and the later of 6 p.m. or sunset, Monday through Saturday. All other construction activity on site shall be permitted Monday through Sunday in accordance with the provisions of the County's Noise Ordinance.

Secondly, after completion of construction, the solar energy facility, during normal operation and excluding maintenance, shall not produce noise that exceeds 50 dbA as measured at the property lines of the Project boundary, unless the owner of the adjoining affected property has given written agreement to a higher level. During the night, there will be no audible noise at the property line from the Project. The inverters produce a low-level hum, only during daylight hours, when the system is generating energy. This noise level has been described as roughly equivalent to that of a dishwasher. Even in idealized sound-travel conditions, at 100 feet, the sound emitted from this inverter will be reduced to under 50 dbA or the equivalent of a modern refrigerator.

As seen in the Special Use Preliminary Site Plan, the design locates the inverters at least 100 feet from the Project boundary, and the inverters and substation transformers are the only components that produce any audible sounds. The sound at the Project boundary during operations will not exceed the

County requirements in its noise ordinance. The site will be a great neighbor to the surrounding area and nearby residents will continue to enjoy the rural living to which they are accustomed.

Glare

The proposed Project will not produce any hazardous glare as solar panels are designed to absorb as much light as possible, resulting in minimal reflection or refraction. In fact, panels typically reflect or refract less than two percent of the light, which is similar to the reflectivity of water and significantly less reflective than standard glass.

Property Values

To assess the potential impact of the Project on neighboring property values, the Applicant has commissioned a Property Value Impact Study conducted by Kirkland Appraisals, LLC. The study, which is attached to this application and dated September 25, 2023, reviews recently completed solar projects, known as "matched pairs," and analyzes associated property values in the vicinity of those projects. According to the study, the proposed Project is expected to have no impact on the value of adjoining or abutting properties and is in harmony with the surrounding area (Appendix 12). The study reveals that many people living near similar projects express positive attributes, including protection from future development of residential or intrusive uses, reduced dust, odor, and chemicals from former farming operations, protection from light pollution at night, quietness, and minimal traffic. The Property Value Impact Study provides further detail on these findings.

County Resources

Solar power is considered a low-impact land use, and it is expected to have minimal to no impact on the County's resources. Unlike other forms of development, such as commercial or residential housing, solar projects do not require additional services such as roads, utilities, schools, or law enforcement. Therefore, the proposed Project will not place a significant burden on the County's resources. On the contrary, it is expected to increase the County's tax base and associated revenues. Please see the attached Mangum Financial Analysis that outlines the significant benefit to the County's tax base while also requiring very little of the County's resources. Solar is a unique use in that respect in that it creates an outsized beneficial impact on County finances in a way other uses cannot.

Decommissioning

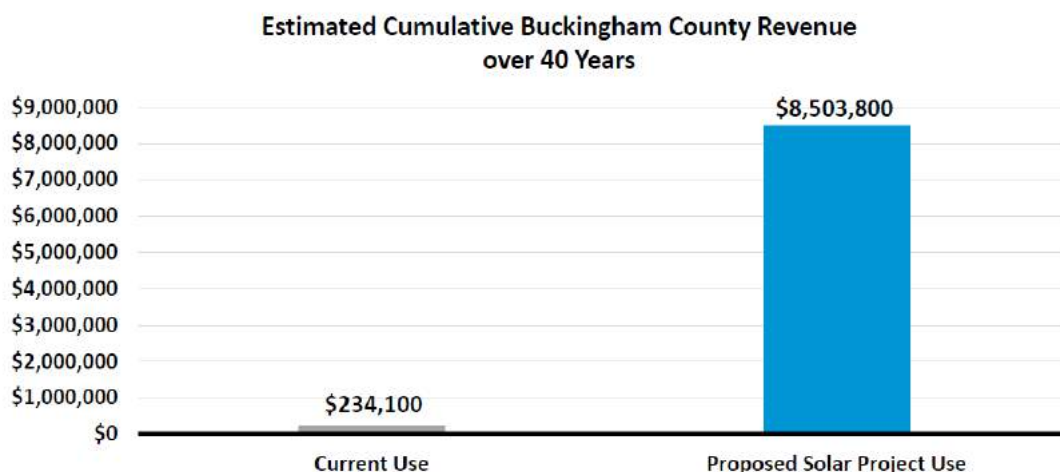
Upon the Project's conclusion, it will undergo decommissioning based on a comprehensive decommissioning and restoration plan, which will be presented to Buckingham County before obtaining building permit approvals. To safeguard the landowner and the community from decommissioning expenses, a bond or letter of credit will be established. Post-decommissioning, the land is set to revert back to the landowner to do any by-right use listed in the Zoning Ordinance. We have commissioned a Decommissioning Plan that is attached to this application under Appendix 11. This serves as a reference for the County during their review of the Project's forthcoming plan. As outlined in the sample, all of the Project's infrastructure will be taken apart and cleared. The property will be restored to its original state during this phase. With mutual agreement from the County and landowner, some or all access roads from the Project might remain for ongoing use. A majority of the Project's materials will retain some value and can be recycled. However, our Decommissioning Plan has gone the extra step of not considering salvage value as part of the plan. A related surety bond will be filed with Buckingham County before construction begins (Appendix 11).

3.3 Cultural Resources

The Project is anticipated to have no effects on cultural and historical assets, given its location and the extensive cultural assessments mandated at the state permitting stage. Comprehensive cultural studies conducted by our engineering partners will be presented to the Virginia Department of Historic Resources (VDHR) for endorsement and agreement. Due to the property having been used for timber in the past, it is unlikely that historical artifacts would be found on the site due to prior tree clearing. It is possible that artifacts could be found near the streams where timber activities normally do not occur (Appendix 7). The studies also revealed that there were some mining shafts and sites historic to the site. We have had our site design avoid these areas and have given generous buffers to any wetland and stream.

3.4 Economic Development

The Project has commissioned an independent economic analysis through Mangum Economics to determine the effect of the Arvonja Solar Project on the local economy as well as the revenues to the County. The construction of the Project will impact the local economy through the addition of new construction jobs, ancillary spending by those working in the community, as well as direct tax revenue to the County. The study found that the construction phase would create 18 jobs, pay construction workers approximately \$900,000 in wages and benefits, and generate 11.9 million dollars for the local economy. The Project would also generate approximately 8,503,800 dollars over the lifetime of the Project (Appendix 6).



The Arvonja Solar Project provides a unique opportunity for the County to capitalize on a use that generates tremendous tax revenues for the County while requiring little in the way of County services. The Project will not need local water, sewer, new road infrastructure, police coverage, or generate school-age children. One of those cost drivers is inherent in almost any other form of development and utility-scale solar is free of all of them while also sharing revenue generated from the Project with the County. Buckingham County Comprehensive Plan Specialty Policy Area #7 of the Comprehensive Plan states that “Buckingham County considers “economic development” high on its list of goals” and also notes the importance of a strong tax base.” Due to the high revenue, low public cost nature of solar projects, the Arvonja Solar Project will address this Comprehensive Plan goal better than most any use.

3.5 Environment

Solar energy is a clean generation source that provides electricity without burning fossil fuels. Not only will this Project help Virginia achieve its green energy milestones, but it will also help shift the Commonwealth's current energy portfolio away from burning fossil fuels. The aggregate transition across the Commonwealth away from fossil fuels will result in cleaner air and water for everyone. Buckingham County residents will benefit directly from having a clean and reliable source of energy being produced in the County limits.

The Project commissioned an Environmental Resource Overview and Assessment Report (Appendix 8) as well as a Cultural Resources Overview and Assessment Report (Appendix 7) of the parcels involved in the Arvonja Solar Project. Since the Project site flows into the James, we have gone above and beyond existing regulations by designing a 100 ft buffer from all wetland areas on site to better protect the James River from stormwater runoff. This aligns with not only the Comprehensive Plan but the intent section of the zoning ordinance which states, "development is: to be encouraged to take place in clusters to promote efficient and cost-effective use of land; to be situated so as to make possible future economies in the provision of services by the public and private sections; and to be so located as to protect the watershed, protect surface and groundwater supplies, discourage development in flood plains, wetlands, and conservation areas."⁶ This Project was designed to exceed the intent of the Buckingham County Zoning Ordinance and ensure that the Project protects local habitats.

3.6 Fire and Rescue, Law Enforcement

The Arvonja Solar Project will be a very safe Project for the County and will not strain local emergency resources. The Comprehensive plan favors residential and commercial development to occur close to County services stating:

"These areas are located the furthest distance from the County's centralized public services creating public safety concerns about dangerously long response times for fire, rescue, and law enforcement. In these areas, many of the roads cannot handle the traffic associated with large residential subdivision development. Protecting and preserving farmland, forest uses, livestock operations, wetlands, significant wildlife habitats, and water resources are of primary importance to these areas."

Since this Project will not generate residential units or commercial demand, it would stand that the inverse of the Comprehensive Plan's guidance would prefer developments that do not require service to be located further from County services. This Project will not generate any additional need for fire, rescue, or law enforcement capacity or otherwise put a strain on County resources. This Project will be remotely monitored 24/7 and any issue that may arise will result in swift notification of local first responders. The Applicant is committed to working in concert with the local fire department to provide any training that may be necessary to ensure a safe response if necessary.

3.7 Housing

The area surrounding the Project site features many large low-density residential lots. This Project will feature 300-foot buffers from neighboring residences providing an extensive visual shield from neighboring properties. The effect of siting a solar facility on the subject parcels will prevent further

⁶ Buckingham County Zoning Ordinance, pg. 8

housing of any type from being constructed in this area. The Applicant has provided an appraisal study performed by Kirkland Appraisals showing no change in the property values of neighboring housing as a result of this project.

3.8 Libraries

This Project will not affect libraries in any way as a result of being constructed.

3.9 Parks and Open Spaces

This Project will not affect any parks or open spaces. The Project's land is currently used for timber harvesting. This Project will remain on private land and will effectively have no change to the outside public given the substantial buffers.

3.10 Potable Water

This Project will have no effect on the potable water of the surrounding areas. Solar panels are a safe technology and do not create toxic runoff that could harm local flora, fauna, or people. We have worked closely with our engineers to ensure that stormwater areas have been accounted for and generous buffers have been implemented on our ephemeral, intermittent, and major waterways. The buffers provided in this design are also in excess of that required of a timber operation, and this Project will help filter and protect drainage to the James River over the lifetime of the project.

3.11 Sewage

This Project will not utilize sewer or septic systems on-site. The Project will also not impact or interfere with any neighboring properties' septic systems. In the event that a structure needs to be constructed on the property, permits will be sought through the County and all regulations will be complied with. There are no such plans to construct a building at this time.

3.12 Schools

The Project will not impact established schools or the County's future plans regarding schools and other educational facilities. There are no nearby schools and after construction, the site will not generate any significant traffic that would affect bus routes. The tax revenues generated from the Arvonja Solar Project to the County could potentially aid in meeting some of the County's school budget needs.

3.13 Telecommunications

This Project will not disturb local telecommunications or in any way hinder the existing telecom infrastructure. Each solar project is required to have a fiber optic cable incorporated into the project to assist in monitoring the electrical generation on site. This fiber optic cable will be run to the Project site and may provide additional conduit that could be shared to bring other utility service to the area.

3.14 Transportation

The Project has prepared a Traffic and Route Evaluation Study produced by Timmons Engineering which has been reviewed by the local VDOT office for approval. The Project has four proposed entrances all of which are existing to the site. The entrances have been used in the past as entrances for timbering. This Project seeks to continue using those entrances in the construction and ongoing maintenance of the site. The study found that the volume on the existing roads is low, and the addition of construction traffic would not exceed capacity at any of the proposed entrances. The entrances off of Sleepy Hollow

and Chapel Rd also do not support through traffic and are only utilized by neighboring residents. It may be pertinent during construction to implement traffic control measures on Blinky's Rd and CG Woodson, and VDOT will be consulted for peak times and type of control to be implemented (Appendix 9).

During the construction phase, laydown areas will be designated temporarily for staging and assembly to store construction machinery, equipment, and to prepare solar facility components. These temporary zones, encompassing staging, parking, and assembly, will be situated strictly within the Project's limits to prevent blockages and unauthorized parking on public pathways. Considering the current state of the roads, planned access locations, and the daily traffic averages for the selected access routes, it is expected that the construction-related traffic will not have a significant impact on local traffic. Once operational, the Project is projected to produce minimal traffic, with only a few trips anticipated daily.

3.15 Solid Waste

The components that make up a utility-scale solar project have value and up to 90% of those components can be recycled currently. The panels are primarily made up of silicon, aluminum, and glass, all of which are in demand to create new panels. As the solar industry has continued to grow and demand for the panels has increased, businesses starting up in support of these efforts are growing as well. There is already an existing recycling plant up in operation in Ohio with First Solar and a large recycling facility was recently announced in Yuma, Arizona. As the industry grows and plants are decommissioned, the industry is quickly moving to put in place recycling plants to recover valuable materials. The value inherent in those materials will likely prevent the panels from ending up in a land fill, and it should be expected that any replaced panels will be repurposed responsibly.

Appendix 12: Appraisal Study



Kirkland Appraisals, LLC

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September 25, 2023

Frank Hopkins
Hodson Energy
4870 Sadler Road, Suite 300
Glenn Allen, VA 23233

RE: Arvonias Solar Impact Analysis, near Arvonias, Buckingham County, VA

Mr. Hopkins

At your request, I have considered the impact of an 80 MW solar farm proposed to be constructed on a portion of a 878.16-acre assemblage of land on Chapel Road, near Arvonias, Buckingham County, Virginia. Specifically, I have been asked to give my professional opinion on whether the proposed solar farm will have any impact on adjoining property value and whether “the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.”

To form an opinion on these issues, I have researched and visited existing and proposed solar farms in Virginia as well as other states, researched articles through the Appraisal Institute and other studies, and discussed the likely impact with other real estate professionals. I have not been asked to assign any value to any specific property.

This letter is a limited report of a real property appraisal consulting assignment and subject to the limiting conditions attached to this letter. My client is Hodson Energy, represented to me by Mr. Frank Hopkins. My findings support the Application. The effective date of this consultation is September 25, 2023.

Conclusion

The adjoining properties are well set back from the proposed solar panels and most of the site has good existing landscaping for screening the proposed solar farm.

The matched pair analysis shows no impact on home values due to abutting or adjoining a solar farm as well as no impact to abutting or adjacent vacant residential or agricultural land where the solar farm is properly screened and buffered. The criteria that typically correlates with downward adjustments on property values such as noise, odor, and traffic all indicate that a solar farm is a compatible use for rural/residential transition areas and that it would function in a harmonious manner with this area.

Data from the university studies, broker commentary, and other appraisal studies support a finding of no impact on property value adjoining a solar farm with proper setbacks and landscaped buffers.

Very similar solar farms in very similar areas have been found by hundreds of towns and counties not to have a substantial negative effect to abutting or adjoining properties, and many of those findings of no impact have been upheld by appellate courts. Similar solar farms have been approved with adjoining agricultural uses, schools, churches, and residential developments.

Based on the data and analysis in this report, it is my professional opinion that the solar farm proposed at the subject property will have no impact on the value of adjoining or abutting properties

and that the proposed use is in harmony with the area in which it is located. I note that some of the positive implications of a solar farm that have been expressed by people living next to solar farms include protection from future development of residential developments or other more intrusive uses, reduced dust, odor and chemicals from former farming operations, protection from light pollution at night, it is quiet, and there is minimal traffic.

If you have any questions, please let me know.

Sincerely,



Richard C. Kirkland, Jr., MAI
NC Certified General Appraiser #A4359
VA Certified General Appraiser # 4001017291

Table of Contents

Conclusion	1
I. Proposed Project and Adjoining Uses	4
II. Methodology and Discussion of Issues	15
III. Research on Solar Farms	18
A. Appraisal Market Studies	18
B. Articles	21
C. Broker Commentary	22
IV. University Studies	22
A. University of Texas at Austin, May 2018	22
B. University of Rhode Island, September 2020	23
C. Georgia Institute of Technology, October 2020	25
D. Master's Thesis: ECU by Zachary Dickerson July 2018	25
E. Lawrence Berkeley National Lab, March 2023	26
V. Assessor Surveys	32
VI. Assessor Surveys	32
VII. Summary of Solar Projects In Virginia	34
VIII. Market Analysis of the Impact on Value from Solar Farms	37
A. Virginia Data	38
B. Southeastern USA Data – Over 5 MW	66
C. Summary of National Data on Solar Farms	68
IX. Distance Between Homes and Panels	70
X. Scope of Research	70
XI. Specific Factors Related To Impacts on Value	72
XII. Conclusion	75
XIII. Certification	76
Professional Experience	77
Professional Affiliations	77
Education	77
Continuing Education	77

I. Proposed Project and Adjoining Uses

Proposed Use Description

This 80 MW solar farm proposed to be constructed on a portion of an 878.16-acre assemblage of land on Chapel Road, near Arvonnia, Buckingham County, Virginia.

Adjoining Properties

I have considered adjoining uses and included a map to identify each parcel's location. The closest adjoining home will be 300 feet from the closest solar panel and the average distance to adjoining homes will be 754 feet to the nearest solar panel.

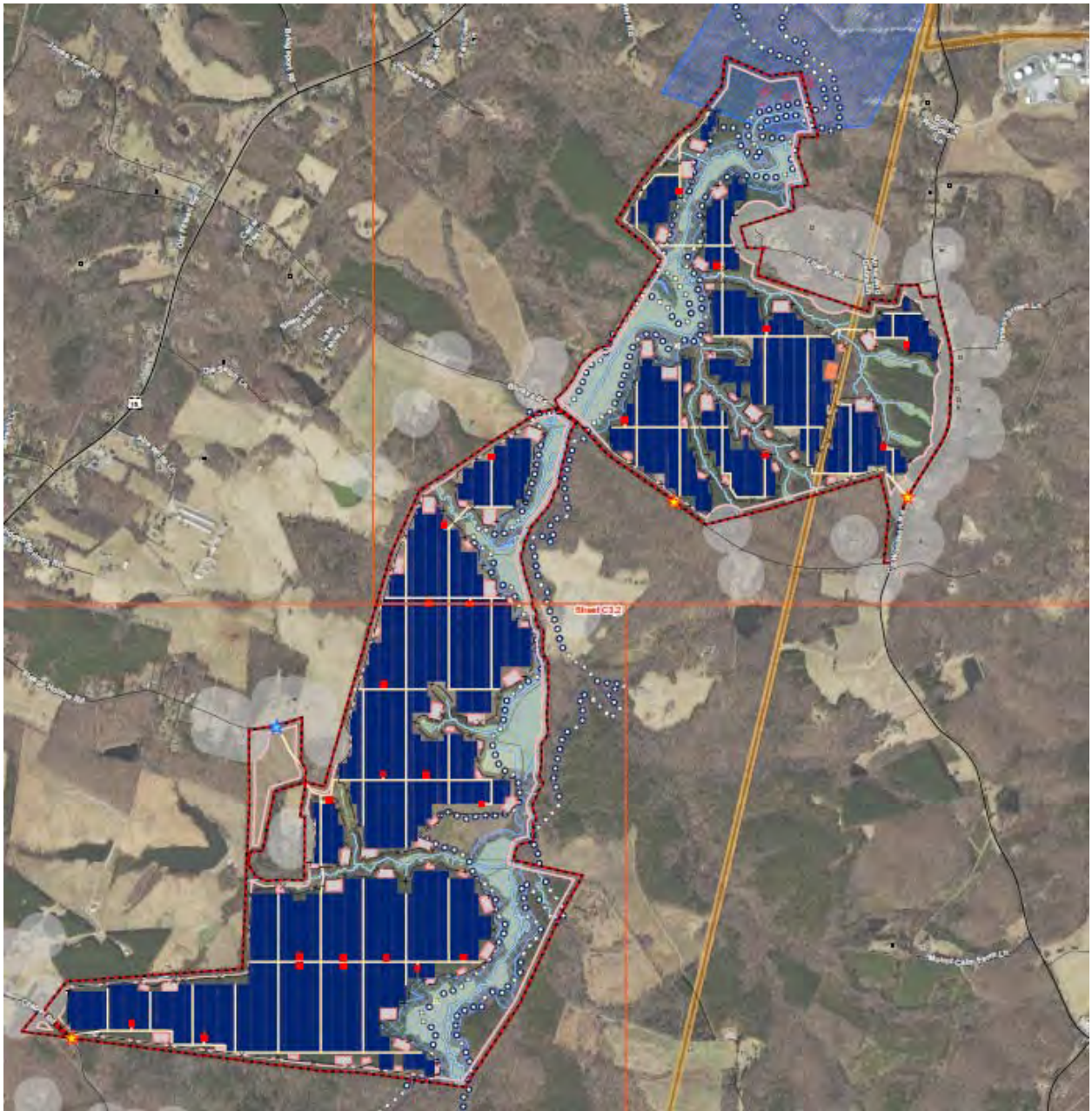
Adjoining land is a mix of residential and agricultural uses.

The breakdown of those uses by acreage and number of parcels is summarized below.

Adjoining Use Breakdown

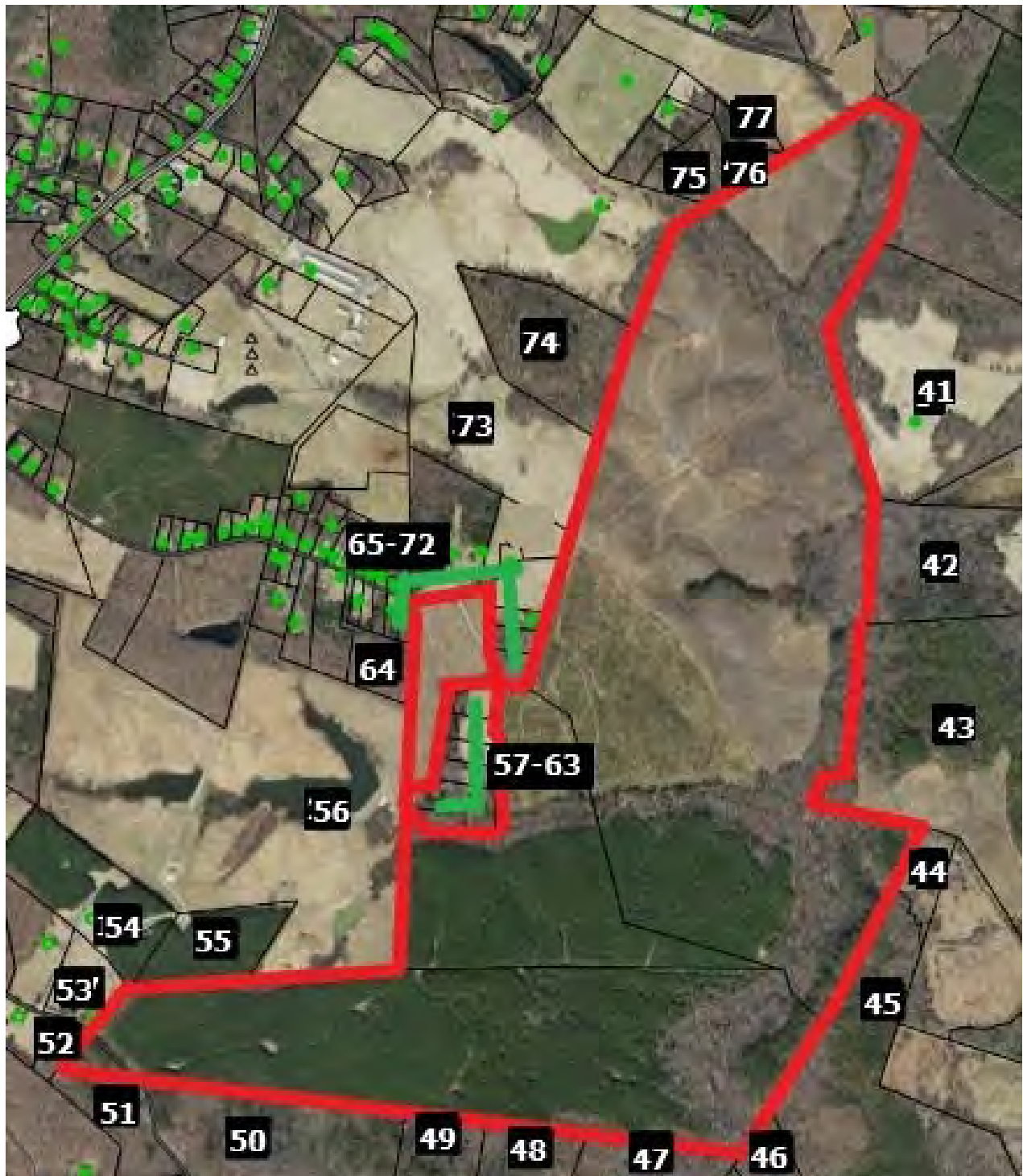
	Acreage	Parcels
Residential	18.42%	76.74%
Agricultural	63.02%	17.44%
Agri/Res	18.39%	4.65%
Commercial	0.17%	1.16%
Total	100.00%	100.00%

Overall Project Map



Northern Half of Project



Southern Half of Project

Surrounding Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	Home/Panel
1	31-134	Jones	74.70	Agricultural	4.54%	1.16%	N/A
2	31-135A	Maxwell	46.35	Agricultural	2.82%	1.16%	N/A
3	N/A	N/A	8.50	Residential	0.52%	1.16%	N/A
4	43-62	Chambers	6.45	Residential	0.39%	1.16%	N/A
5	43-63	Woodson	1.96	Residential	0.12%	1.16%	555
6	43-59	Woodson	0.50	Residential	0.03%	1.16%	360
7	43-58	Scruggs	1.00	Residential	0.06%	1.16%	390
8	43-51A	Scruggs	0.21	Residential	0.01%	1.16%	N/A
9	43-65	Jones	1.00	Residential	0.06%	1.16%	740
10	43-57	Jones	4.42	Residential	0.27%	1.16%	N/A
11	43-56	Bolling	2.00	Residential	0.12%	1.16%	750
12	43-55	Jones	1.17	Residential	0.07%	1.16%	680
13	43-54	Jones	3.32	Residential	0.20%	1.16%	555
14	43-73	Scruggs	8.00	Residential	0.49%	1.16%	425
15	43-71	Brown	0.37	Residential	0.02%	1.16%	N/A
16	43-52	Loving	30.13	Agricultural	1.83%	1.16%	N/A
17	43-109	Woodson	1.82	Residential	0.11%	1.16%	405
18	43-111	Johnson	0.93	Residential	0.06%	1.16%	300
19	43-112	James	1.00	Residential	0.06%	1.16%	N/A
20	43-113	Smith	1.00	Residential	0.06%	1.16%	N/A
21	43-127	King	1.05	Residential	0.06%	1.16%	445
22	43-128	Brooks	1.00	Residential	0.06%	1.16%	N/A
23	43-129	Arevalo	10.69	Residential	0.65%	1.16%	N/A
24	43-130	Mickens	6.80	Residential	0.41%	1.16%	N/A
25	43-132	Kenney	3.60	Residential	0.22%	1.16%	1,195
26	43-133	Ray	3.60	Residential	0.22%	1.16%	1,135
27	43-134A	Booker	1.50	Residential	0.09%	1.16%	1,075
28	43-135	Watson	1.00	Residential	0.06%	1.16%	980
29	43-137A	White	2.00	Residential	0.12%	1.16%	845
30	43-1-47	Reedy	25.04	Agricultural	1.52%	1.16%	N/A
31	43-1-46	Woodson	6.11	Residential	0.37%	1.16%	615
32	43-1-45	Henly	6.08	Residential	0.37%	1.16%	375
33	43-1-44	Rizza	5.98	Residential	0.36%	1.16%	325
34	43-1-43	Messing	4.98	Residential	0.30%	1.16%	795
35	43-1-42	Guss	4.96	Residential	0.30%	1.16%	885
36	43-1-41	Critzer	5.98	Residential	0.36%	1.16%	1,175
37	43-2-2	River Road	2.85	Commercial	0.17%	1.16%	N/A
38	43-48	Peins	41.65	Agri/Res	2.53%	1.16%	835

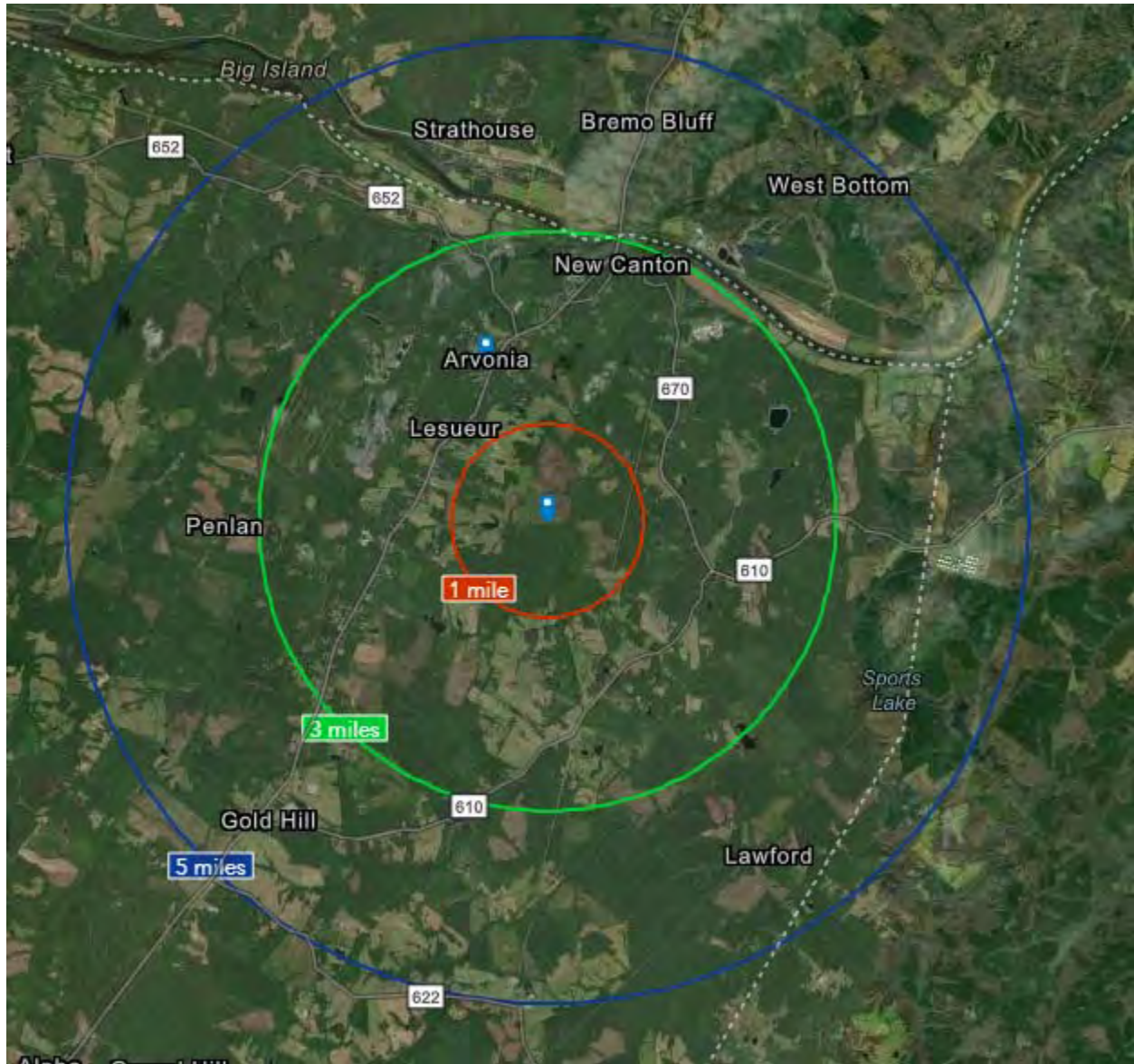
#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	Home/Panel
39	43-48A	Peins	2.05	Residential	0.12%	1.16%	450
40	43-49	Van Den Berg	39.15	Agricultural	2.38%	1.16%	N/A
41	43-42	Van Den Berg	86.00	Agri/Res	5.22%	1.16%	735
42	55-1	Berger	52.36	Agri/Res	3.18%	1.16%	1,465
43	55-2	Weyerhaeuser	308.78	Agricultural	18.75%	1.16%	N/A
44	70-59	Nubbin	5.97	Residential	0.36%	1.16%	N/A
45	55-9	Stinson	122.78	Agri/Res	7.46%	1.16%	2,830
46	55-10	Flippen	40.00	Agricultural	2.43%	1.16%	N/A
47	55-11	Flippen	7.00	Residential	0.43%	1.16%	N/A
48	54-150	Flippen	28.00	Agricultural	1.70%	1.16%	N/A
49	54-151	Flippen	30.00	Agricultural	1.82%	1.16%	N/A
50	54-156	Flippen	55.50	Agricultural	3.37%	1.16%	N/A
51	54-139	Roberts	12.36	Residential	0.75%	1.16%	N/A
52	54-138	Roberts	3.20	Residential	0.19%	1.16%	610
53	54-134	Bryant	6.36	Residential	0.39%	1.16%	345
54	54-134A	Pankey	24.53	Agricultural	1.49%	1.16%	N/A
55	54-158	Pankey	18.00	Residential	1.09%	1.16%	520
56	54-159	Pankey	157.22	Agricultural	9.55%	1.16%	N/A
57	54-3-6	Oliver	2.07	Residential	0.13%	1.16%	N/A
58	54-3-7	Oliver	2.07	Residential	0.13%	1.16%	N/A
59	54-3-5	Oliver	2.07	Residential	0.13%	1.16%	N/A
60	54-3-4	Lively	2.07	Residential	0.13%	1.16%	300
61	54-3-3	Oliver	2.07	Residential	0.13%	1.16%	300
62	54-3-2	Oliver	2.07	Residential	0.13%	1.16%	N/A
63	54-3-1	Oliver	2.07	Residential	0.13%	1.16%	N/A
64	54-2-3	Kimble	7.08	Residential	0.43%	1.16%	N/A
65	54-191	Crockett	1.01	Residential	0.06%	1.16%	1,220
66	54-182	Johnson	1.00	Residential	0.06%	1.16%	1,320
67	54-183	McAllister	18.00	Residential	1.09%	1.16%	1,022
68	54-184	Berk	6.41	Residential	0.39%	1.16%	N/A
69	54-186	Berk	5.21	Residential	0.32%	1.16%	N/A
70	54-187	Hudson	2.00	Residential	0.12%	1.16%	300
71	54-188	Oliver	2.00	Residential	0.12%	1.16%	N/A
72	54-189	Oliver	2.00	Residential	0.12%	1.16%	N/A
73	42-219	Berk	120.50	Agricultural	7.32%	1.16%	N/A
74	42-218	Taylor	27.50	Agricultural	1.67%	1.16%	N/A
75	43-40	Johnson	5.00	Residential	0.30%	1.16%	N/A
76	43-32	Taylor	5.95	Residential	0.36%	1.16%	N/A

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	Home/Panel
77	43-9A1	Jones	2.71	Residential	0.16%	1.16%	445
78	43-9A	Berk-Mar	19.89	Residential	1.21%	1.16%	N/A
79	43-31	Stinson	2.16	Residential	0.13%	1.16%	670
80	43-30	Hays	9.31	Residential	0.57%	1.16%	1,045
81	43-29	Hays	4.75	Residential	0.29%	1.16%	N/A
82	43-4	McGrew	6.50	Residential	0.39%	1.16%	N/A
83	43-24	Ingram	10.86	Residential	0.66%	1.16%	N/A
84	43-26	Loving	5.00	Residential	0.30%	1.16%	N/A
85	43-23	Loving	8.06	Residential	0.49%	1.16%	N/A
86	43-52	Loving	30.13	Agricultural	1.83%	1.16%	N/A
Total			1646.478		100.00%	100.00%	754

Demographics Around Subject Property

I have pulled demographic data around a 1-mile, 3-mile and 5-mile radius from the middle of the project as shown on the following pages.

It is notable that the population has been declining in all three rings of this map and projected to continue that decline.





Housing Profile

23123, New Canton, Virginia 2
 23123, New Canton, Virginia
 Ring: 1 mile radius

Prepared by Esri
 Latitude: 37.55728
 Longitude: -78.31618

Population

2010 Total Population	272
2020 Total Population	261
2022 Total Population	251
2027 Total Population	240
2022-2027 Annual Rate	-0.89%

Households

2022 Median Household Income	\$46,387
2027 Median Household Income	\$50,461
2022-2027 Annual Rate	1.70%

Housing Units by Occupancy Status and Tenure	Census 2010		2022		2027	
	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	140	100.0%	128	100.0%	122	100.0%
Occupied	110	78.6%	104	81.2%	100	82.0%
Owner	78	55.7%	79	61.7%	76	62.3%
Renter	32	22.9%	25	19.5%	24	19.7%
Vacant	31	22.1%	24	18.8%	22	18.0%

Owner Occupied Housing Units by Value

	2022		2027	
	Number	Percent	Number	Percent
Total	79	100.0%	76	100.0%
<\$50,000	12	15.2%	9	11.8%
\$50,000-\$99,999	14	17.7%	12	15.8%
\$100,000-\$149,999	16	20.3%	15	19.7%
\$150,000-\$199,999	20	25.3%	23	30.3%
\$200,000-\$249,999	9	11.4%	11	14.5%
\$250,000-\$299,999	2	2.5%	2	2.6%
\$300,000-\$399,999	0	0.0%	0	0.0%
\$400,000-\$499,999	0	0.0%	0	0.0%
\$500,000-\$749,999	3	3.8%	2	2.6%
\$750,000-\$999,999	2	2.5%	2	2.6%
\$1,000,000-\$1,499,999	1	1.3%	0	0.0%
\$1,500,000-\$1,999,999	0	0.0%	0	0.0%
\$2,000,000+	0	0.0%	0	0.0%
Median Value	\$142,188		\$154,348	
Average Value	\$181,013		\$171,711	

Census 2010 Housing Units

	Number	Percent
Total	140	100.0%
In Urbanized Areas	0	0.0%
In Urban Clusters	0	0.0%
Rural Housing Units	140	100.0%

Data Note: Persons of Hispanic Origin may be of any race.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

February 17, 2023



Housing Profile

23123, New Canton, Virginia 2
 23123, New Canton, Virginia
 Ring: 3 mile radius

Prepared by Esri
 Latitude: 37.55728
 Longitude: -76.31613

Population

2010 Total Population	1,728
2020 Total Population	1,639
2022 Total Population	1,595
2027 Total Population	1,546
2022-2027 Annual Rate	-0.62%

Households

2022 Median Household Income	\$45,605
2027 Median Household Income	\$50,000
2022-2027 Annual Rate	1.86%

Housing Units by Occupancy Status and Tenure	Census 2010		2022		2027	
	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	833	100.0%	780	100.0%	759	100.0%
Occupied	693	83.2%	676	86.7%	659	86.8%
Owner	513	61.6%	513	65.8%	505	66.5%
Renter	180	21.6%	163	20.9%	154	20.3%
Vacant	140	16.8%	104	13.3%	100	13.2%

Owner Occupied Housing Units by Value

	2022		2027	
	Number	Percent	Number	Percent
Total	513	100.0%	504	100.0%
<\$50,000	74	14.4%	61	12.1%
\$50,000-\$99,999	100	19.5%	85	16.9%
\$100,000-\$149,999	116	22.6%	111	22.0%
\$150,000-\$199,999	108	21.1%	120	23.8%
\$200,000-\$249,999	52	10.1%	61	12.1%
\$250,000-\$299,999	25	4.9%	30	6.0%
\$300,000-\$399,999	12	2.3%	13	2.6%
\$400,000-\$499,999	1	0.2%	1	0.2%
\$500,000-\$749,999	10	1.9%	9	1.8%
\$750,000-\$999,999	12	2.3%	11	2.2%
\$1,000,000-\$1,499,999	3	0.6%	2	0.4%
\$1,500,000-\$1,999,999	0	0.0%	0	0.0%
\$2,000,000+	0	0.0%	0	0.0%
Median Value	\$135,560		\$147,748	
Average Value	\$168,567		\$173,611	

Census 2010 Housing Units

	Number	Percent
Total	833	100.0%
In Urbanized Areas	0	0.0%
In Urban Clusters	0	0.0%
Rural Housing Units	833	100.0%

Data Note: Persons of Hispanic Origin may be of any race.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

February 17, 2023



Housing Profile

23123, New Canton, Virginia 2
 23123, New Canton, Virginia
 Ring: 5 mile radius

Prepared by Esri
 Latitude: 37.55728
 Longitude: -78.31618

Population

2010 Total Population	2,682
2020 Total Population	2,538
2022 Total Population	2,503
2027 Total Population	2,453
2022-2027 Annual Rate	-0.40%

Households

2022 Median Household Income	\$48,042
2027 Median Household Income	\$52,766
2022-2027 Annual Rate	1.89%

Housing Units by Occupancy Status and Tenure	Census 2010		2022		2027	
	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	1,307	100.0%	1,243	100.0%	1,224	100.0%
Occupied	1,076	82.3%	1,052	84.6%	1,037	84.7%
Owner	813	62.2%	802	64.5%	798	65.2%
Renter	263	20.1%	250	20.1%	239	19.5%
Vacant	231	17.7%	191	15.4%	187	15.3%

Owner Occupied Housing Units by Value

	2022		2027	
	Number	Percent	Number	Percent
Total	803	100.0%	797	100.0%
<\$50,000	105	13.1%	88	11.0%
\$50,000-\$99,999	159	19.8%	134	16.8%
\$100,000-\$149,999	178	22.2%	165	20.7%
\$150,000-\$199,999	147	18.3%	157	19.7%
\$200,000-\$249,999	76	9.5%	90	11.3%
\$250,000-\$299,999	57	7.1%	65	8.2%
\$300,000-\$399,999	23	2.9%	26	3.3%
\$400,000-\$499,999	4	0.5%	4	0.5%
\$500,000-\$749,999	33	4.1%	48	6.0%
\$750,000-\$999,999	17	2.1%	17	2.1%
\$1,000,000-\$1,499,999	4	0.5%	3	0.4%
\$1,500,000-\$1,999,999	0	0.0%	0	0.0%
\$2,000,000+	0	0.0%	0	0.0%
Median Value	\$138,624		\$153,662	
Average Value	\$181,382		\$198,243	

Census 2010 Housing Units

	Number	Percent
Total	1,307	100.0%
In Urbanized Areas	0	0.0%
In Urban Clusters	0	0.0%
Rural Housing Units	1,307	100.0%

Data Note: Persons of Hispanic Origin may be of any race.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

February 17, 2023

II. Methodology and Discussion of Issues

Standards and Methodology

I conducted this analysis using the standards and practices established by the Appraisal Institute and that conform to the Uniform Standards of Professional Appraisal Practice. The analyses and methodologies contained in this report are accepted by all major lending institutions, and they are used in Virginia and across the country as the industry standard by certified appraisers conducting appraisals, market analyses, or impact studies and are considered adequate to form an opinion of the impact of a land use on neighboring properties. These standards and practices have also been accepted by the courts at the trial and appellate levels and by federal courts throughout the country as adequate to reach conclusions about the likely impact a use will have on adjoining or abutting properties.

The aforementioned standards compare property uses in the same market and generally within the same calendar year so that fluctuating markets do not alter study results. Although these standards do not require a linear study that examines adjoining property values before and after a new use (e.g. a solar farm) is developed, some of these studies do in fact employ this type of analysis. Comparative studies, as used in this report, are considered an industry standard.

The type of analysis employed is a Matched Pair Analysis or Paired Sales Analysis. This methodology is outlined in **The Appraisal of Real Estate**, Twelfth Edition by the Appraisal Institute pages 438-439. It is further detailed in **Real Estate Damages**, Third Edition, pages 33-36 by Randall Bell PhD, MAI. Paired sales analysis is used to support adjustments in appraisal work for factors ranging from the impact of having a garage, golf course view, or additional bedrooms. It is an appropriate methodology for addressing the question of impact of an adjoining solar farm. The paired sales analysis is based on the theory that when two properties are in all other respects equivalent, a single difference can be measured to indicate the difference in price between them. Dr. Bell describes it as comparing a test area to control areas. In the example provided by Dr. Bell he shows five paired sales in the test area compared to 1 to 3 sales in the control areas to determine a difference. I have used 3 sales in the control areas in my analysis for each sale developed into a matched pair.

Determining what is an External Obsolescence

An external obsolescence is a use of property that, because of its characteristics, might have a negative impact on the value of adjacent or nearby properties because of identifiable impacts. Determining whether a use would be considered an external obsolescence requires a study that isolates that use, eliminates any other causing factors, and then studies the sales of nearby versus distant comparable properties. The presence of one or a combination of key factors does not mean the use will be an external obsolescence, but a combination of these factors tends to be present when market data reflects that a use is an external obsolescence.

External obsolescence is evaluated by appraisers based on several factors. These factors include but are not limited to:

- 1) Traffic. Solar Farms are not traffic generators.
- 2) Odor. Solar farms do not produce odor.
- 3) Noise. Solar farms generate minimal noise and are even quieter at night typically with no noise above ambient sounds outside of the fence line.

- 4) Environmental. Solar farms do not produce toxic or hazardous waste. Grass is maintained underneath the panels so there is minimal impervious surface area.
- 5) Appearance/Viewshed. This is the one area that potentially applies to solar farms. However, solar farms are generally required to provide significant setbacks and landscaping buffers to address that concern. Furthermore, any consideration of appearance of viewshed impacts has to be considered in comparison with currently allowed uses on that site. For example if a residential subdivision is already an allowed use, the question becomes in what way does the appearance impact adjoining property owners above and beyond the appearance of that allowed subdivision or other similar allowed uses.
- 6) Other factors. I have observed and studied many solar farms and have never observed any characteristic about such facilities that prevents or impedes neighbors from fully using their homes or farms or businesses for the use intended.

Market Imperfection

Throughout this analysis, I have specifically considered the influence of market imperfection on data analysis. Market imperfection is the term that refers to the fact that unlike a can of soup at the supermarket or in your online shopping cart, real estate cannot be comparison shopped for the best price and purchased at the best price for that same identical product. Real estate products are always similar and never identical. Even two adjacent lots that are identical in almost every way, have a slight difference in location. Once those lots are developed with homes, the number of differences begin to multiply, whether it is size of the home, landscaping, layout, age of interior upfit, quality of interior upfit, quality of maintenance and so on.

Neoclassical economics indicates a perfectly competitive market as having the following: A large number of buyers and sellers (no one person dominates the market), no barriers or transaction costs, homogeneous product, and perfect information about the product and pricing. Real estate is clearly not homogeneous. The number of buyers and sellers for a particular product in a particular location is limited by geography, financing, and the limited time period within a property is listed. There are significant barriers that limit the liquidity in terms of time, costs and financing. Finally, information on real estate is often incomplete or partial – especially at the time that offers are made and prices set, which is prior to appraisals and home inspections. So real estate is very imperfect based on this definition and the impact of this are readily apparent in the real estate market.

What appear to be near-identical homes that are in the same subdivision will often sell with slight variations in price. When multiple appraisers approach the same property, there is often a slight variation among all of those conclusions of value, due to differences in comparables used or analysis of those comparables. This is common and happens all of the time. In fact, within each appraisal, after making adjustments to the comparables, the appraiser will typically have a range of values that are supported that often vary more than +/-5% from the median or average adjusted value.

Based on this understanding of market imperfection, it is important to note that very minor differences in value within an impact study do not necessarily indicate either a negative or positive impact. When the impacts measured fall within that +/-5%, I consider this to be within typical market variation/imperfection. Therefore it may be that there is a negative or positive impact identified if the impact is within that range, but given that it is indistinguishable from what amounts to the background noise or static within the real estate data, I do not consider indications of +/-5% to support a finding of a negative or positive impact.

Impacts greater than that range are however, considered to be strong indications of impacts that fall outside of typical market imperfection. I have used this as a guideline while considering the impacts identified within this report.

Relative Solar Farm Sizes

Solar farms have been increasing in size in recent years. Much of the data collected is from existing, older solar farms of smaller size, but there are numerous examples of sales adjoining 75 to 80 MW facilities that show a similar trend as the smaller solar farms. This is understandable given that the primary concern relative to a solar farm is the appearance or view of the solar farm, which is typically addressed through setbacks and landscaping buffers. The relevance of data from smaller solar farms to larger solar farms is due to the primary question being one of appearance. If the solar farm is properly screened, then little of the solar farm would be seen from adjoining property regardless of how many acres are involved.

Larger solar farms are often set up in sections where any adjoining owner would only be able to see a small section of the project even if there were no landscaping screen. Once a landscaping screen is in place, the primary view is effectively the same whether adjoining a 5 MW, 20 MW or 100 MW facility.

I have split out the data for the matched pairs adjoining larger solar farms only to illustrate the similarities later in this report.

Steps Involved in the Analysis

The paired sales analysis employed in this report follows the following process:

1. Identify sales of property adjoining existing solar farms.
2. Compare those sales to similar property that does not adjoin an existing solar farm.
3. Confirmation of sales are noted in the analysis write ups.
4. Distances from the homes to panels are included as a measure of the setbacks.
5. Topographic differences across the solar farms themselves are likewise noted along with demographic data for comparing similar areas.

There are a number of Sale/Resale comparables included in the write ups, but most of the data shown is for sales of homes after a solar farm has been announced (where noted) or after a solar farm has been constructed.

III. Research on Solar Farms

A. *Appraisal Market Studies*

I have also considered a number of impact studies completed by other appraisers as detailed below.

CohnReznick – Property Value Impact Study: Adjacent Property Values Solar Impact Study: A Study of Eight Existing Solar Facilities, Michigan, 2020

Patricia McGarr, MAI, CRE, FRICS, CRA and Andrew R. Lines, MAI with CohnReznick completed an impact study for a proposed solar farm in Cheboygan County, Michigan completed on June 10, 2020. I am familiar with this study as well as a number of similar such studies completed by CohnReznick. I have not included all of these studies but I submit this one as representative of those studies.

This study addresses impacts on value from eight different solar farms in Michigan, Minnesota, Indiana, Illinois, Virginia and North Carolina. These solar farms are 19.6 MW, 100 MW, 11.9 MW, 23 MW, 71 MW, 61 MW, 40 MW, and 19 MW for a range from 11.9 MW to 100 MW with an average of 31 MW and a median of 31.5 MW. They analyzed a total of 24 adjoining property sales in the Test Area and 81 comparable sales in the Control Area over a five-year period.

The conclusion of this study is that there is no evidence of any negative impact on adjoining property values based on sales prices, conditions of sales, overall marketability, potential for new development or rate of appreciation.

Christian P. Kaila & Associates – Property Impact Analysis – Proposed Solar Power Plant Guthrie Road, Stuarts Draft, Augusta County, Virginia, 2020

Christian P. Kaila, MAI, SRA and George J. Finley, MAI developed an impact study as referenced above dated June 16, 2020. This was for a proposed 83 MW facility on 886 acres.

Mr. Kaila interviewed appraisers who had conducted studies and reviewed university studies and discussed the comparable impacts of other development that was allowed in the area for a comparative analysis of other impacts that could impact viewshed based on existing allowed uses for the site. He also discussed in detail the various other impacts that could cause a negative impact and how solar farms do not have such characteristics.

Mr. Kaila also interviewed county planners and real estate assessors in eight different Virginia counties with none of the assessor's identifying any negative impacts observed for existing solar projects.

Mr. Kaila concludes on a finding of no impact on property values adjoining the indicated solar farm.

Fred Beck, MAI, CCIM – Impact Analysis in Lincoln County, North Carolina, 2013

Mr. Fred Beck, MAI, CCIM completed an impact analysis in 2013 for a proposed solar farm that concluded on a negative impact on value. That report relied on a single cancelled contract for an adjoining parcel where the contracted buyers indicated that the solar farm was the reason for the cancellation. It also relied on the activities of an assessment impact that was applied in a nearby county.

Mr. Beck was interviewed as part of the Christian Kalia study noted above. From that I quote “Mr. Beck concluded on no effect on moderate priced homes, and only a 5% change in his limited research of higher priced homes. His one sale that fell through is hardly a reliable sample. It also was misleading on Mr. Beck's part to report the lower re-assessments since the primary cause of the

re-assessments were based on the County Official, who lived adjacent to the solar farm, appeal to the assessor for reductions with his own home.” In that Clay County Case study the noted lack of lot sales after announcement of the solar farm also coincided with the recession in 2008/2009 and lack of lot sales effectively defined that area during that time.

I further note, that I was present at the hearing where Mr. Beck presented these findings and the predominance of his argument before the Lincoln County Board of Commissioner’s was based on the one cancelled sale as well as a matched pair analysis of high-end homes adjoining a four-story call center. He hypothesized that a similar impact from that example could be compared to being adjacent solar farm without explaining the significant difference in view, setbacks, landscaping, traffic, light, and noise. Furthermore, Mr. Beck did have matched pairs adjoining a solar farm in his study that he put in the back of his report and then ignored as they showed no impact on property value.

Also noted in the Christian Kalia interview notes is a response from Mr. Beck indicating that in his opinion “the homes were higher priced homes and had full view of the solar farm.” Based on a description of screening so that “the solar farm would not be in full view to adjoining property owners. Mr. Beck said in that case, he would not see any drop in property value.”

NorthStar Appraisal Company – Impact Analysis for Nichomus Run Solar, Pilesgrove, New Jersey, 2020

Mr. William J. Sapio, MAI with NorthStar Appraisal Company considered a matched pair analysis for the potential impact on adjoining property values to this proposed 150 MW solar farm. Mr. Sapio considered sales activity in a subdivision known as Point of Woods in South Brunswick Township and identified two recent new homes that were constructed and sold adjoining a 13 MW solar farm and compared them to similar homes in that subdivision that did not adjoin the solar farm. These homes sold in the \$1,290,450 to \$1,336,613 price range and these homes were roughly 200 feet from the closest solar panel.

Based on this analysis, he concluded that the adjoining solar farm had no impact on adjoining property value.

MR Valuation Consulting, LLC – The Kuhl Farm Solar Development and The Fischer Farm Solar Development – New Jersey, 2012

Mr. Mark Pomykacz, MAI MRICS with MR Valuation Consulting, LLC considered a matched pair analysis for sales near these solar farms. The sales data presented supported a finding of no impact on property value for nearby and adjoining homes and concludes that there is no impact on marketing time and no additional risk involved with owning, building, or selling properties next to the solar farms.

Mary McClinton Clay, MAI – McCracken County Solar Project Value Impact Report, Kentucky, 2021

Ms. Mary Clay, MAI reviewed a report by Kirkland Appraisals in this case and also provided a differing opinion of impact. She cites a number of other appraisal studies and interestingly finds fault with heavily researched opinions, while praising the results of poorly researched studies that found the opposing view.

Her analysis includes details from solar farms that show no impact on value, but she dismisses those.

She cites the University of Texas study noted later in this report, but she cites only isolated portions of that study to conclude the opposite of what that study specifically concludes.

She cites the University of Rhode Island study noted alter in this report, but specifically excludes the conclusion of that study that in rural areas they found no impact on property value.

She cites lot sales near Spotsylvania Solar without confirming the purchase prices with brokers as indicative of market impact and has made no attempt to compare lot prices that are contemporaneous. In her 5 lot sales that she identifies, all of the lot prices decline with time from 2015 through 2019. This includes the 3 lot sales prior to the approval of the solar farm. The decrease in lot values shown in this chart are more indicative of the trend in the market, than of any impact related to the solar farm. Otherwise, how does she explain the drop in price from 2015 to 2017 prior to the solar farm approval.

She considers data at McBride Place Solar Farm and does a sale/resale analysis based on Zillow Home Value Index, which is not a reliable indication for appreciation in the market. She then adjusted her initial sales prior to the solar farm over 7 years to determine what she believes the home should have appreciated by and then compares that to an actual sale. She has run no tests or any analysis to show that the appreciation rates she is using are consistent with the market but more importantly she has not attempted to confirm any of these sales with market participants. I have spoken with brokers active in the sales that she cites and they have all indicated that the solar farm was not a negative factor in marketing or selling those homes.

She has considered lot sales at Sunshine Farms in Grandy, NC. She indicates that the lots next to the solar farm are selling for less than lots not near the solar farm, but she is actually using lot sales next to the solar farm prior to the solar farm being approved. She also ignores recent home sales adjoining this solar farm after it was built that show no impact on property value.

She also notes a couple of situations where solar developers have purchased adjoining homes and resold them or where a neighbor agreement was paid as proof of a negative impact on property value. Given that there are over 2,500 solar farms in the USA as of 2018 according to the U.S. Energy Information Administration and there are only a handful of such examples, this is clearly not an industry standard but a business decision. Furthermore, solar developers are not in the business of flipping homes and are in a position very similar to a bank that acquires a home as OREO (Other Real Estate Owned), where homes are frequently sold at discounted prices, not because of any drop in value, but because they are not a typically motivated seller. Market value requires an analysis of a typically motivated buyer and seller. So these are not good indicators of market value impacts.

The comments throughout this study are heavy in adjectives, avoids stating facts contrary to the conclusion and shows a strong selection bias.

Kevin T. Meeks, MAI – Corcoran Solar Impact Study, Minnesota, 2017

Mr. Kevin Meeks, MAI reviewed a report by Kirkland Appraisals in this case and also provided additional research on the topic with additional paired sales. The sales he considered are well presented and show that they were confirmed by third parties and all of the broker commentary is aligned with the conclusion that the adjoining solar farms considered had no impact on the adjoining home values.

Mr. Meeks also researched a 100 MW project in Chisago County, known as North Star Solar Garden in MN. He interviewed local appraisers and a broker who was actively marketing homes adjoining that solar farm to likewise support a finding of no impact on property value.

Conclusion of Impact Studies

Of the six studies noted three included actual sales data to derive an opinion of no impact on value. The two studies to conclude on a negative impact includes the Fred Beck study based on no actual sales data, and he has since indicated that with landscaping screens he would not conclude on a

negative impact. The other study by Mary Clay shows improper adjustments for time, a lack of confirmation of sales comparables, and exclusion of data that does not support her position.

I have relied on these studies as additional support for the findings in this impact analysis.

B. Articles

I have also considered a number of articles on this subject as well as conclusions and analysis as noted below.

Farm Journal Guest Editor, March 22, 2021 – Solar’s Impact on Rural Property Values

Andy Ames, ASFMRA (American Society of Farm Managers and Rural Appraisers) published this article that includes a discussion of his survey of appraisers and studies on the question of property value related to solar farms. He discusses the university studies that I have cited as well as Patricia McGarr, MAI.

He also discusses the findings of Donald A. Fisher, ARA, who served six years at the Chair of the ASFMRA’s National Appraisal Review Committee. He is also the Executive Vice President of the CNY Pomeroy Appraiser and has conducted several market studies on solar farms and property impact. He is quoted in the article as saying, “Most of the locations were in either suburban or rural areas, and all of those studies found either a neutral impact, or ironically, a positive impact, where values on properties after installation of solar farms went up higher than time trends.”

Howard Halderman, AFM, President and CEO of Halderman Real Estate and Farm Management attended the ASFMRA solar talk hosted by the Indiana Chapter of the ASFMRA and he concludes that other rural properties would likely see no impact and farmers and landowners shown even consider possible benefits. “In some cases, farmers who rent land to a solar company will insure the viability of their farming operation for a longer time period. This makes them better long-term tenants or land buyers so one can argue that higher rents and land values will follow due to the positive impact the solar leases offer.”

More recently in August 2022, Donald Fisher, ARA, MAI and myself led a webinar on this topic for the ASFMRA discussing the issues, the university studies and specific examples of solar farms having no impact on adjoining property values.

National Renewable Energy Laboratory – Top Five Large-Scale Solar Myths, February 3, 2016

Megan Day reports from NREL regarding a number of concerns neighbors often express. Myth #4 regarding property value impacts addresses specifically the numerous studies on wind farms that show no impact on property value and that solar farms have a significantly reduced visual impact from wind farms. She highlights that the appearance can be addressed through mitigation measures to reduce visual impacts of solar farms through vegetative screening. Such mitigations are not available to wind farms given the height of the windmills and again, those studies show no impact on value adjoining wind farms.

North Carolina State University: NC Clean Energy Technology Center White Paper: Balancing Agricultural Productivity with Ground-Based Solar Photovoltaic (PV) Development (Version 2), May 2019

Tommy Cleveland and David Sarkisian wrote a white paper for NCSU NC Clean Energy Technology Center regarding the potential impacts to agricultural productivity from a solar farm use. I have interviewed Tommy Cleveland on numerous occasions and I have also heard him speak on these issues at length as well. He addresses many of the common questions regarding how solar farms

work and a detailed explanation of how solar farms do not cause significant impacts on the soils, erosion and other such concerns. This is a heavily researched paper with the references included.

North Carolina State University: NC Clean Energy Technology Center White Paper: Health and Safety Impacts of Solar Photovoltaics, May 2017

Tommy Cleveland wrote a white paper for NCSU NC Clean Energy Technology Center regarding the health and safety impacts to address common questions and concerns related to solar farms. This is a heavily researched white paper addressing questions ranging from EMFs, fire safety, as well as vegetation control and the breakdown of how a solar farm works.

C. *Broker Commentary*

In the process of working up the matched pairs used later in this report, I have collected comments from brokers who have actually sold homes adjoining solar farms indicating that the solar farm had no impact on the marketing, timing, or sales price for the adjoining homes. I have included comments from brokers within this report where they discussed specific solar projects including brokers from Kentucky, Virginia, Tennessee, and North Carolina.

I have additional commentary from other states including New Jersey and Michigan that provide the same conclusion.

IV. University Studies

I have also considered the following studies completed by four different universities related to solar farms and impacts on property values.

A. *University of Texas at Austin, May 2018*

An Exploration of Property-Value Impacts Near Utility-Scale Solar Installations

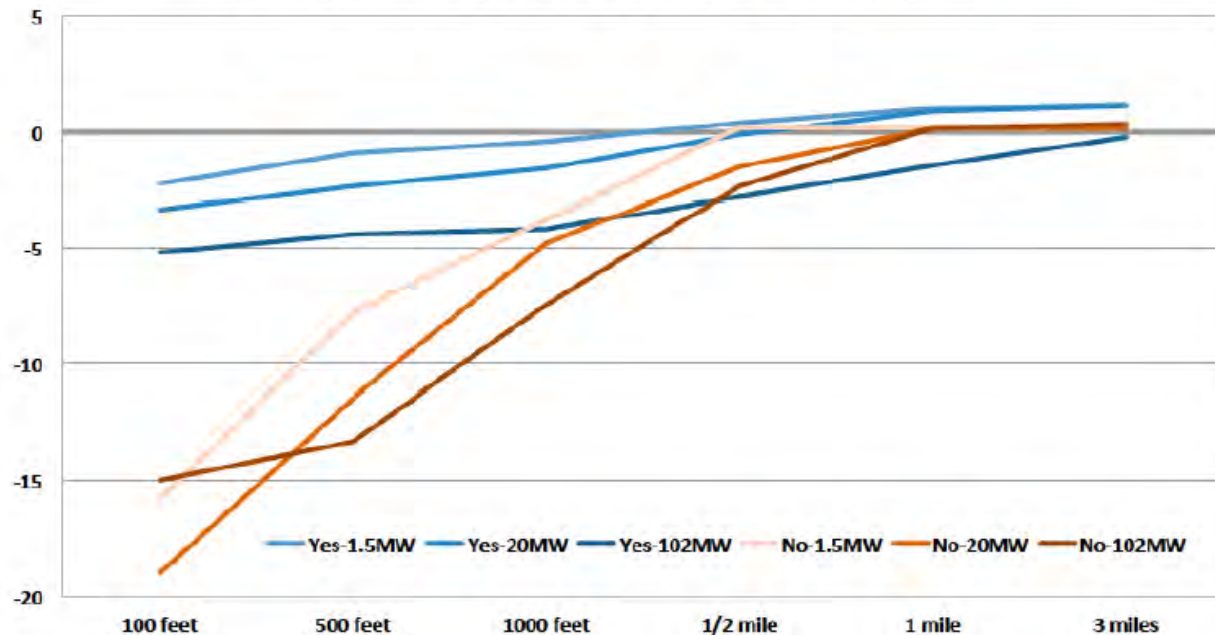
This study considers solar farms from two angles. First it looks at where solar farms are being located and concludes that they are being located primarily in low density residential areas where there are fewer homes than in urban or suburban areas.

The second part is more applicable in that they conducted a survey of appraisers/assessors on their opinions of the possible impacts of proximity to a solar farm. They consider the question in terms of size of the adjoining solar farm and how close the adjoining home is to the solar farm. I am very familiar with this part of the study as I was interviewed by the researchers multiple times as they were developing this. One very important question that they ask within the survey is very illustrative. They asked if the appraiser being surveyed had ever appraised a property next to a solar farm. There is a very noticeable divide in the answers provided by appraisers who have experience appraising property next to a solar farm versus appraisers who self-identify as having no experience or knowledge related to that use.

On Page 16 of that study they have a chart showing the responses from appraisers related to proximity to a facility and size of the facility, but they separate the answers as shown below with appraisers with experience in appraising properties next to a solar farm shown in blue and those inexperienced shown in brown. Even within 100 feet of a 102 MW facility the response from experienced appraisers were -5% at most on impact. While inexperienced appraisers came up with significantly higher impacts. This chart clearly shows that an uninformed response widely diverges from the sales data available on this subject.

Chart B.2 - Estimates of Property Value Impacts (%) by Size of Facility, Distance, & Respondent Type

Have you assessed a home near a utility-scale solar installation?



Furthermore, the question cited above does not consider any mitigating factors such as landscaping buffers or screens which would presumably reduce the minor impacts noted by experienced appraisers on this subject.

The conclusion of the researchers is shown on Page 23 indicated that “Results from our survey of residential home assessors show that the majority of respondents believe that proximity to a solar installation has either no impact or a positive impact on home values.”

This analysis supports the conclusion of this report that the data supports no impact on adjoining property values.

B. University of Rhode Island, September 2020

Property Value Impacts of Commercial-Scale Solar Energy in Massachusetts and Rhode Island

The University of Rhode Island published a study entitled **Property Value Impacts of Commercial-Scale Solar Energy in Massachusetts and Rhode Island** on September 29, 2020 with lead researchers being Vasundhara Gaur and Corey Lang. I have read that study and interviewed Mr. Corey Lang related to that study. This study is often cited by opponents of solar farms but the findings of that study have some very specific caveats according to the report itself as well as Mr. Lang from the interview.

While that study does state in the Abstract that they found depreciation of homes within 1-mile of a solar farm, that impact is limited to non-rural locations. On Pages 16-18 of that study under Section 5.3 Heterogeneity in treatment effect they indicate that the impact that they found was limited to non-rural locations with the impact in rural locations effectively being zero. For the study they defined “rural” as a municipality/township with less than 850 population per square mile.

They further tested the robustness of that finding and even in areas up to 2,000 population per square mile they found no statistically significant data to suggest a negative impact. They have not specifically defined a point at which they found negative impacts to begin, as the sensitivity study stopped checking at the 2,000-population dataset.

Where they did find negative impacts was in high population density areas that was largely a factor of running the study in Massachusetts and Rhode Island which the study specifically cites as being the 2nd and 3rd most population dense states in the USA. Mr. Lang in conversation as well as in recorded presentations has indicated that the impact in these heavily populated areas may reflect a loss in value due to the scarce greenery in those areas and not specifically related to the solar farm itself. In other words, any development of that site might have a similar impact on property value.

Based on this study I have checked the population for District 1 of Buckingham County, which has a population of 2,122 for 2022 based on HomeTownLocator.com and a total area of 49.35 square miles. This indicates a population density of 43 people per square mile which puts this well below the threshold indicated by the Rhode Island Study.

I therefore conclude that the Rhode Island Study supports a finding of no impact on adjoining properties for the proposed solar farm.

District 1 Data & Demographics (As of July 1, 2022)

POPULATION		HOUSING	
Total Population	2,122 (100%)	Total HU (Housing Units)	1,036 (100%)
Population in Households	2,096 (98.8%)	Owner Occupied HU	673 (65.0%)
Population in Families	1,679 (79.1%)	Renter Occupied HU	209 (20.2%)
Population in Group Quarters ¹	26 (1.2%)	Vacant Housing Units	154 (14.9%)
Population Density	43	Median Home Value	\$133,940
Diversity Index ²	55	Average Home Value	\$166,196
		Housing Affordability Index ³	171

INCOME		HOUSEHOLDS	
Median Household Income	\$45,997	Total Households	882
Average Household Income	\$59,345	Average Household Size	2.38
% of Income for Mortgage ⁴	15%	Family Households	595
Per Capita Income	\$25,036	Average Family Size	3
Wealth Index ⁵	39		

C. *Georgia Institute of Technology, October 2020*

Utility-Scale Solar Farms and Agricultural Land Values

This study was completed by Nino Abashidze as Post-Doctoral Research Associate of Health Economics and Analytics Lab (HEAL), School of Economics, Georgia Institute of Technology. This research was started at North Carolina State University and analyzes properties near 451 utility-scale ground-mount solar installations in NC that generate at least 1 MW of electric power. A total of 1,676 land sales within 5-miles of solar farms were considered in the analysis.

This analysis concludes on Page 21 of the study “Although there are no direct effects of solar farms on nearby agricultural land values, we do find evidence that suggests construction of a solar farm may create a small, positive, option -value for land owners that is capitalized into land prices. Specifically, after construction of a nearby solar farm, we find that agricultural land that is also located near transmission infrastructure may increase modestly in value.”

This study supports a finding of no impact on adjoining agricultural property values and in some cases could support a modest increase in value.

D. *Master’s Thesis: ECU by Zachary Dickerson July 2018*

A Solar Farm in *My* Backyard? Resident Perspectives of Utility-Scale Solar in Eastern North Carolina

This study was completed as part of a Master of Science in Geography Master’s Thesis by Zachary Dickerson in July 2018. This study sets out to address three questions:

1. Are there different aspects that affect resident satisfaction regarding solar farms?
2. Are there variations in satisfaction for residents among different geographic settings, e.g. neighborhoods adjacent to the solar farms or distances from the solar farms?
3. How can insight from both the utility and planning sectors, combined with knowledge gained from residents, fill gaps in communication and policy writing in regard to solar farms?

This was done through survey and interview with adjacent and nearby neighbors of existing solar farms. The positive to neutral comments regarding the solar farms were significantly higher than negative. The researcher specifically indicates on Page 46 “The results show that respondents generally do not believe the solar farms pose a threat to their property values.”

The most negative comments regarding the solar farms were about the lack of information about the approval process and the solar farm project prior to construction.

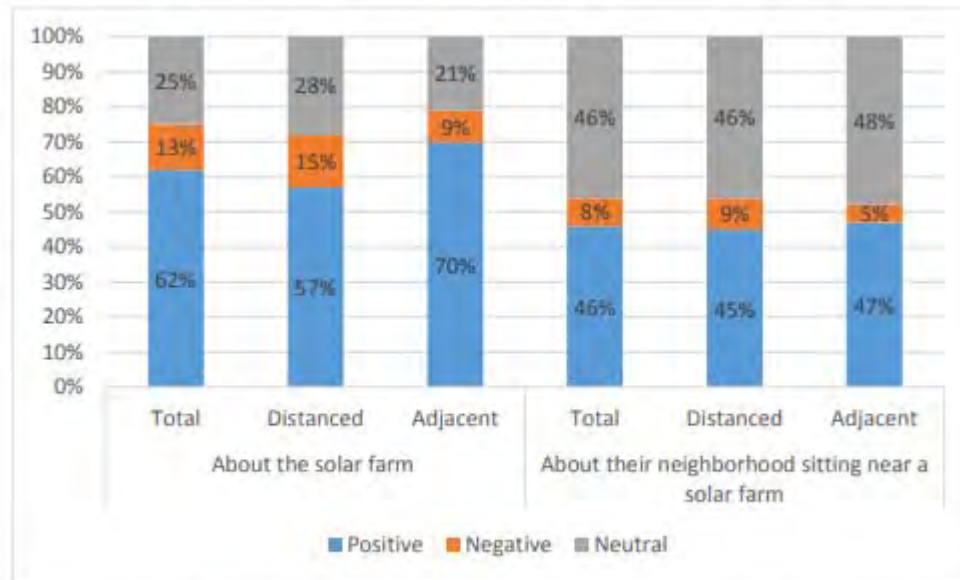
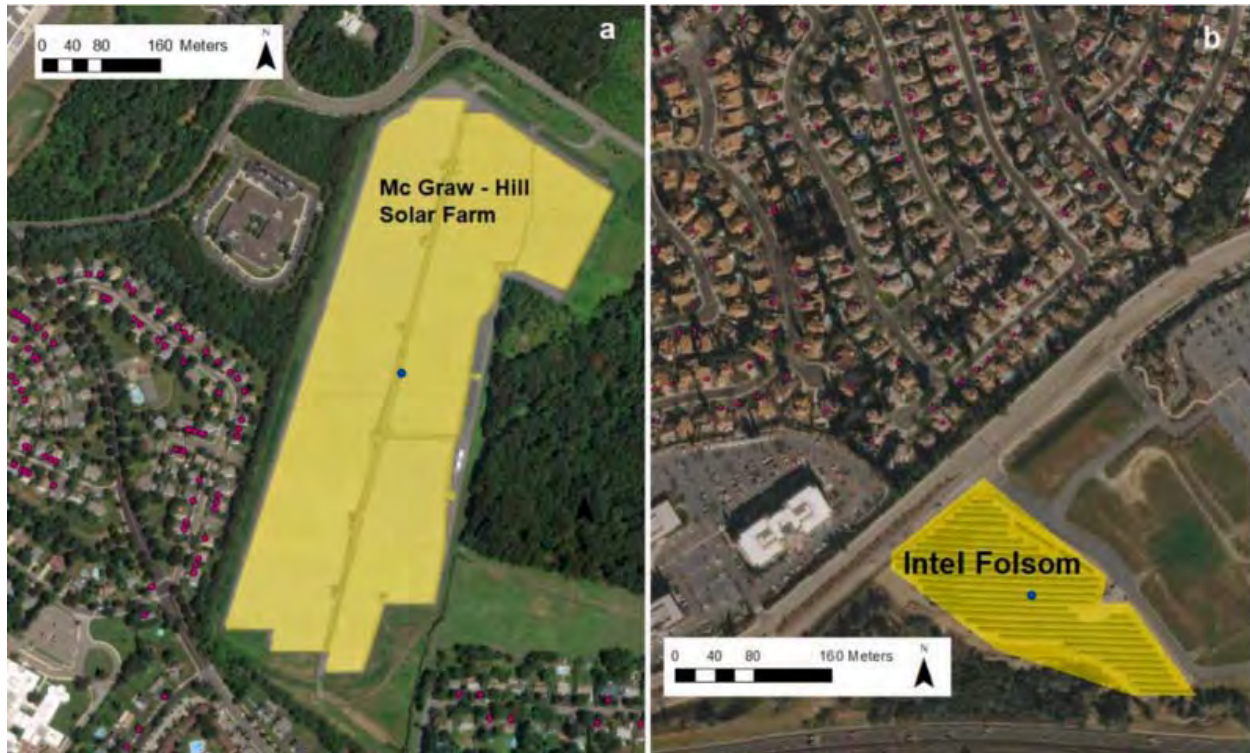


Figure 11: Residents' positive/negative word choices by geographic setting for both questions

E. Lawrence Berkeley National Lab, March 2023

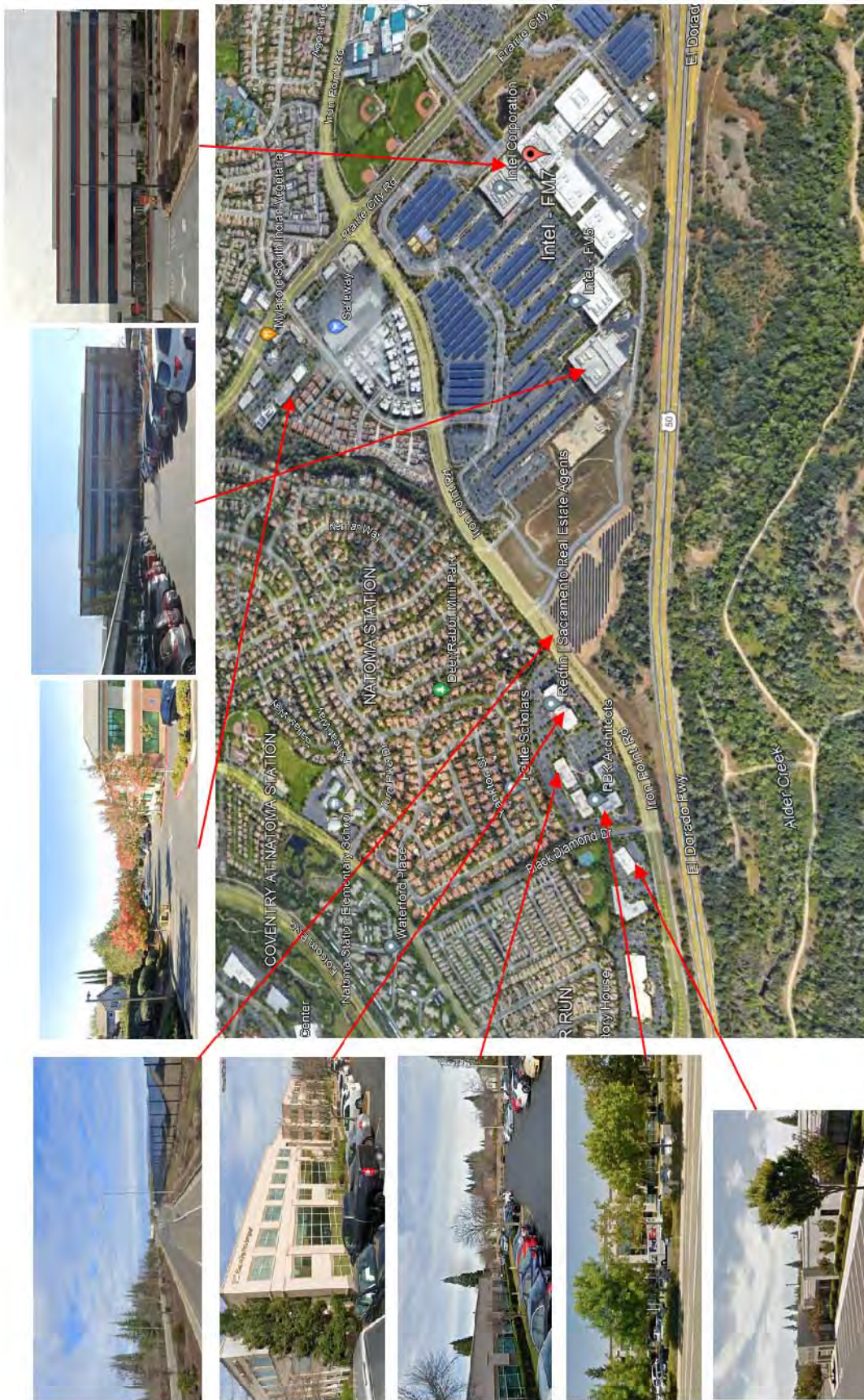
Shedding light on large-scale solar impacts: An analysis of property values and proximity to photovoltaics across six U.S. states

This study was completed by researchers including Salma Elmallah, Ben Hoen, K. Sydney Fujita, Dana Robson, and Eric Brunner. This analysis considers home sales before and after solar farms were installed within a 1-mile radius and compared them to home sales before and after the solar farms at a 2-4 mile radius. The conclusion found a 1.5% impact within 1 mile of a solar farm as compared to homes 2-4 miles from solar farms. This is the largest study of this kind on solar and addresses a number of issues, but also does not address a number of items that could potentially skew these results. First of all, the study found no impact in the three states with the most solar farm activity and only found impacts in smaller sets of data. The data does not in any way discuss actual visibility of solar farms or address existing vegetation screens. This lack of addressing this is highlighted by the fact that they suggest in the abstract that vegetative shading may be needed to address possible impacts. Another notable issue is the fact that they do not address other possible impacts within the radii being considered. This lack of consideration is well illustrated within the study on Figure A.1 where they show satellite images of McGraw Hill Solar Farm in NJ and Intel Folsom in CA. The Folsom image clearly shows large highways separating the solar farm from nearby housing, but with tower office buildings located closer to the housing being considered. In no place do they address the presence of these towers that essentially block those homes from the solar farm in some places. An excerpt of Fig. A.1. is shown below.



For each of these locations, I have panned out a little further on Google Earth to show the areas illustrated to more accurately reflect the general area. For the McGraw Hill Solar Farm you can see there is a large distribution warehouse to the west along with a large offices and other industrial uses. Further to the west is a large/older apartment complex (Princeton Arms). To the east there are more large industrial buildings. However, it is even more notable that 1.67 miles away to the west is Cranbury Golf Club. Given how this analysis was set up, these homes around the industrial buildings are being compared to homes within this country club to help establish impacts from the solar farm. Even considering the idea that each set is compared to itself before and after the solar farm, it is not a reasonable supposition that homes in each area would appreciate at the same rates even if no solar farm was included. Furthermore the site where the solar farm is located and all of the surrounding uses not improved with residential housing to the south is zoned Research Office (RO) which allows for: manufacturing, preparation, processing or fabrication of products, with all activities and product storage taking place within a completely enclosed building, scientific or research laboratories, warehousing, computer centers, pharmaceutical operations, office buildings, industrial office parks among others. Homes adjoining such a district would likely have impacts and influences not seen in areas zoned and surrounded by zoning strictly for residential uses.





On the Intel Folsom map I have shown the images of two of the Intel Campus buildings, but there are roughly 8 such buildings on that site with additional solar panels installed in the parking lot as shown in that image. I included two photos that show the nearby housing having clear and close views of adjoining office parking lots. This illustrates that the homes in that 1-mile radius are significantly more impacted by the adjoining office buildings than a solar farm located distantly that are not within the viewshed of those homes. Also, this solar farm is located on land adjoining the Intel Campus on a tract that is zoned M-1 PD, which is a Light Industrial/Manufacturing zoning. Nearby homes. Furthermore, the street view at the solar farm shows not only the divided four-lane highway that separates the office buildings and homes from the solar farm, but also shows that there is no landscaping buffer at this location. All of these factors are ignored by this study. Below is another image of the Folsom Solar at the corner of Iron Point Road and Intel West Driveway which shows just how close and how unscreened this project is.



Compare that image from the McGraw Hill Street view facing south from County Rte 571. There is a distant view and much of the project is hidden by a mix of berms and landscaping. The analysis makes no distinction between these projects.



The third issue with this study is that it identifies impacts following development in areas where they note that “more adverse home price impacts might be found where LSPVPS (large-scale photovoltaic project) displace green space (consistent with results that show higher property values

near green space.” The problem with this statement is that it assumes that the greenspace is somehow guaranteed in these areas, when in fact, they could just as readily be developed as a residential subdivision and have the same impacts. They have made no effort to differentiate loss of greenspace through other development purposes such as schools, subdivisions, or other uses versus the impact of solar farms. In other words, they may have simply identified the impact of all forms of development on property value. This would in fact be consistent with the comments in the Rhode Island study where the researchers noted that the loss of greenspace in the highly urban areas was likely due to the loss of greenspace in particular and not due to the addition of solar panels.

Despite these three shortcomings in the analysis – the lack of differentiating landscape screening, the lack of consideration of other uses within the area that could be impacting property values, and the lack of consideration of alternative development impacts – the study still only found impacts between 0 and 5% with a conclusion of 1.5% within a 1-mile radius. As discussed later in this report, real estate is an imperfect market and real estate transactions typically sell for much wider variability than 5% even where there are no external factors operating on property value.

I therefore conclude that the minor impacts noted in this study support a finding of no impact on property value. Most appraisals show a variation between the highest and lowest comparable sale that is substantially greater than 1.5% and this measured impact for all its flaws would just be lost in the static of normal real estate transactions.

V. Assessor Surveys

VI. Assessor Surveys

I have been working on a survey of Virginia Assessors regarding property values related to solar farms and whether or not the local assessors have found any data to support any changes to value on property adjoining solar farms. In this process I have contacted every assessor's office by email and I have received responses by email and by phone from a number of these counties. Many of the counties in Virginia rely on outside firms to assist in gathering data for the assessments and where that is the case, we have contacted the outside firms regarding the question of whether or not the assessors are currently making any adjustments to properties adjoining solar farms.

I currently have response from 16 counties that have solar farms in them and of those 16 responses none of the assessors are currently applying a negative impact on property value. One response suggested that adjoining values may go up.

I also spoke with Randy Willis with Pearson Assessors. His company assists in the assessments in many of the counties south of Richmond. He indicated that they had found no data to suggest a negative impact on property value and they have looked as they were concerned about that issue. He indicated that they would make no negative impact adjustments and that he recognizes that there are a number of agricultural adjoining uses that have a greater impact on adjoining properties in terms of noise, dust and odor than a solar farm would have. He did indicate that there could be situations where an individual home might have a greater visual impact and those should be looked at on a case-by-case basis, but he also agreed that many allowed agricultural uses could have similar visual impacts on such properties as well.

VIRGINIA Commissioner of the Revenue

County	Assessor Name	Number of Farms in Operation	Change in adjacent property value
Appomattox	Sara Henderson	1, plus one in process	No
Augusta	W. Jean Shrewsbury	no operational	No
Buckingham	Stephanie D. Love	1	No
Charlotte	Naisha Pridgen Carter	1, several others in the works	No
Clarke	Donna Peake	1	No
Frederick	Seth T. Thatcher	none, 2 approved for 2022	No, assuming compatible with rural area
Goochland	Mary Ann Davis		No
Hanover	Ed Burnett	1	No
Louisa	Stacey C. Fletcher	2 operational by end of year	No, only if supported by market data
Mecklenburg	Joseph E. "Ed" Taylor		No
Nottoway	Randy Willis with Pearson Assessors		No
Powhatan	Charles Everest	2 approved, 1 built	Likely increase in value
Rockingham	Dan Cullers	no operational	Likely no
Southampton	Amy B. Carr	1	Not normally
Surry	Jonathan F. Judkins	1	None at this time
Westmoreland	William K. Hoover	4	No

Responses: 16

Negative Impact on Adjoining Value = Yes: 0

Negative Impact on Adjoining Value = No: 16

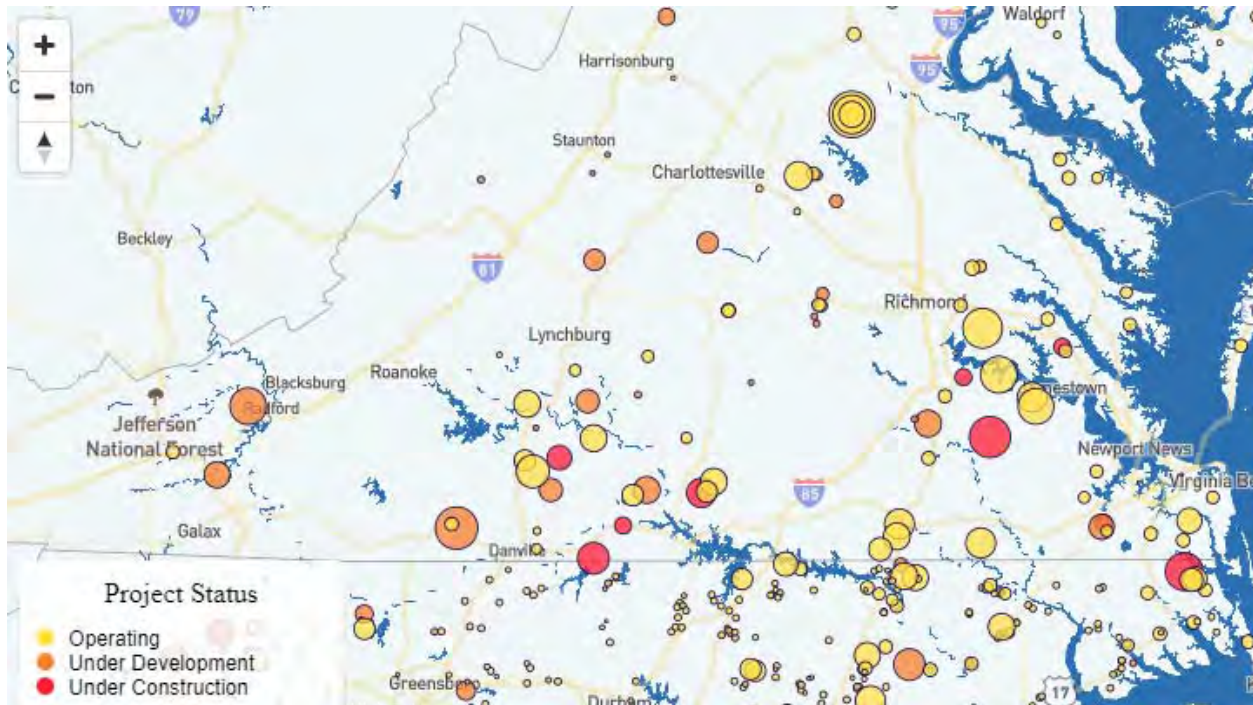
I have a breakdown of assessor surveys from other states as well and those responses are below. I have not had any assessor indicate a negative adjustment due to adjacency to a solar farm in any state. These responses total 188 with 170 definitively indicating no negative adjustments are made to adjoining property values, 18 providing no response to the question, and 0 indicating that they do address a negative impact on adjoining property value.

Summary of Assessor Surveys				
State	Responses	No Impact	Yes Impact	No Comment
North Carolina	39	39		
Virginia	16	16		
Indiana	31	31		
Colorado	15	7		8
Georgia	33	33		
Kentucky	10	6		4
Mississippi	4	2		2
New Mexico	5	5		
Ohio	24	20		4
South Carolina	11	11		
Totals	188	170		18

VII. Summary of Solar Projects In Virginia

I have researched the solar projects in Virginia. I identified the solar farms through the Solar Energy Industries Association (SEIA) Major Projects List and then excluded the roof mounted facilities. I focused on larger solar farms over 10 MW though I have included a couple of smaller solar farms as shown in the chart below.

Below I have an excerpt from that map showing the area around Virginia.



I was able to identify and research 85 additional solar farms in Virginia as shown below. These are primarily over 20 MW in size with adjoining homes as close as 100 feet and the mix of adjoining uses is primarily agricultural and residential.

Solar #	Name	State	County	City	Output (MW)	Total	Used	Avg. Dist	Closest	Adjoining Use by Acre			
						Acres	Acres	to home	Home	Res	Agri	Agri/Res	Com
115	Buckingham I	VA	Buckingham	Cumberland	19.8	481.18			N/A	N/A	8%	73%	18%
121	Scott	VA	Powhatan	Powhatan	20	898.4		1,421	730	29%	28%	44%	0%
204	Walker-Correctional	VA	New Kent	Barhamsville	20	484.65		516	103	13%	68%	20%	0%
205	Sappony	VA	Sussex	Stony Creek	20	322.68				2%	98%	0%	0%
216	Beetle	VA	Southampton	Boykins	40	422.19		1,169	310	0%	10%	90%	0%
222	Grasshopper	VA	Mecklenburg	Chase City	80	946.25				6%	87%	5%	1%
226	Belcher/Desper	VA	Louisa	Louisa	88	1238.1			150	19%	53%	28%	0%
228	Bluestone Farm	VA	Mecklenburg	Chase City	4.99	332.5				0%	100%	0%	0%
257	Nokesville	VA	Prince William	Nokesville		331.01				12%	49%	17%	23%
261	Buckingham II	VA	Buckingham	Buckingham	19.8	460.05				6%	79%	15%	0%
262	Mount Jackson	VA	Shenandoah	Mount Jackson	15.65	652.47				21%	51%	14%	13%
263	Gloucester	VA	Gloucester	Gloucester	20	203.55		508	190	17%	55%	28%	0%
267	Scott II	VA	Powhatan	Powhatan		701				41%	25%	34%	0%
270	TWE Myrtle	VA	Suffolk	Suffolk	15	258.97	120	1,115	150	34%	48%	17%	0%
272	Churchview	VA	Middlesex	Church View	20	567.91				9%	64%	27%	0%
303	Turner	VA	Henrico	Henrico	20	463.12		N/A	N/A	21%	37%	0%	42%
311	Sunnybrook Farm	VA	Halifax	Scottsburg		527.88	340	N/A	N/A	15%	59%	26%	0%
312	Powell Creek	VA	Halifax	Alton		513		N/A	N/A	7%	71%	22%	0%
339	Crystal Hill	VA	Halifax	Crystal Hill		628.67	218	1,570	140	6%	41%	35%	18%
353	Amazon East(ern st)	VA	Accomack	Oak Hall	80	1000		645	135	8%	75%	17%	0%
354	Alton Post	VA	Halifax	Alton		501.96		749	100	2%	58%	40%	0%
357	Water Strider	VA	Halifax	Nathalie		1134	960	821	250	7%	55%	38%	0%
363	Remington	VA	Fauquier	Remington	20	277.2	125	2,755	1,280	10%	41%	31%	18%
364	Greenwood	VA	Culpepper	Stevensburg	100	2266.6	1800	788	200	8%	62%	29%	0%
366	Culpeper Sr	VA	Culpeper	Culpeper		12.53		N/A	N/A	15%	0%	86%	0%
369	Cherrydale	VA	Northampton	Kendall Grove	20	180.17		N/A	N/A	5%	0%	92%	3%
370	Clarke	VA	Clarke	White Post	10	234.84		N/A	N/A	14%	39%	46%	1%
371	Bedford	VA	Bedford	Bedford	3	101	20	N/A	N/A	8%	0%	66%	26%
372	Woodland,VA	VA	Isle of Wight	Smithfield	19.7	211.12		606	190	9%	0%	91%	0%
373	Whitehouse	VA	Louisa	Louisa	20	499.52		1,195	110	24%	55%	18%	4%
406	Foxhound	VA	Halifax	Clover	91	1311.8		885	185	5%	61%	17%	18%
483	Essex Solar Center	VA	Essex	Center Cross	20	106.12		693	360	3%	70%	27%	0%
484	Southampton	VA	Southampton	Newsoms	100	3243.9		-	-	3%	78%	17%	3%
494	Walnut	VA	King and Queen	Shacklefords	110	1700	1173	641	165	14%	72%	13%	1%
496	Piney Creek	VA	Halifax	Clover	80	776.18	422	523	195	15%	62%	24%	0%
500	Rappahannock	VA	Lancaster	White Stone	2	184	25	831	560	30%	0%	70%	0%
510	UVA Puller	VA	Middlesex	Topping	15	120	120	1,095	185	59%	32%	0%	10%
516	Dogwood	VA	Page	Stanley	20	360.7	110	2,207	225	12%	22%	65%	0%
518	Fountain Creek	VA	Greensville	Emporia	80	798.3	595	862	300	6%	23%	71%	0%
557	Winterpock 1	VA	Chesterfield	Chesterfield		518	308	2,106	350	4%	78%	18%	0%
559	Wood Brothers	VA	Middlesex	Hartfield	5	60.61	38.67	878	205	12%	86%	0%	2%
577	Windsor	VA	Isle of Wight	Windsor	85	760.87	760.87	459	160	8%	71%	21%	0%
579	Spotsylvania	VA	Spotsylvania	Paytes	500	6412	3500			9%	52%	11%	27%
586	Sweet Sue	VA	King William	Aylett	77	1262	576	1,617	680	7%	68%	25%	0%
591	Warwick	VA	Prince George	Disputanta	26.5	1090.1	564.53	555	115	12%	67%	21%	0%
621	Loblolly	VA	Surry	Spring Grove	150	2181.9	1000	1,860	110	7%	62%	31%	0%
622	Woodridge	VA	Albemarle	Scottsville	138	2260.9	1000	1,106	215	9%	63%	28%	0%
624	Reams	VA	Dinwiddie	Dinwiddie	5	64.1	37.8	873	270	28%	40%	32%	0%
633	Brunswick	VA	Greensville	Emporia	150.2	2076.4	1387.3	1,091	240	4%	85%	11%	0%
642	Belcher 3	VA	Louisa	Louisa		749.36	658.56	598	180	14%	71%	14%	1%
649	Endless Caverns	VA	Rockingham	New Market	31.5	355	323.6	624	190	15%	27%	51%	7%
664	Watlington	VA	Halifax	South Boston	20	240.09	137	536	215	24%	48%	28%	0%
672	Spout Spring	VA	Appomattox	Appomattox	60	881.12	673.37	836	335	16%	30%	46%	8%

Solar #	Name	State	County	City	Output (MW)	Total	Used	Avg. Dist	Closest	Adjoining Use by Acre			
						Acres	Acres	to home	Home	Res	Agri	Agri/Res	Com
703	Lily Pond	VA	Dinwiddie	Carson	80	1107.5	600	628	110	13%	75%	12%	0%
704	Midway	VA	Albemarle	Batesville	8	136	90	858	340	20%	46%	34%	0%
749	Martin	VA	Goochland	Richmond	5	114.2	114.2	1,491	470	7%	54%	39%	0%
750	Palmer	VA	Fluvanna	Zion Crossroads	5	57	41	525	165	31%	55%	0%	14%
755	Danville	VA	Pittsylvania	Danville	6	72.08	72.08	616	135	22%	63%	15%	0%
756	Martin Trail	VA	Halifax	Clover	6	43	37	254	115	6%	13%	81%	0%
757	Route 360	VA	Halifax	Clover	5.65	110	40	1,957	1,275	6%	18%	76%	0%
769	Cavalier	VA	Surry/Isle of Wight	Elberon	240	5050	3323	1,231	215	2%	78%	20%	0%
772	Riverstone	VA	Buckingham	Arvonnia	149.5	1939	1193	814	355	4%	90%	6%	0%
773	Sunfish	VA	Orange	Culpeper	80	1131.5	679.5	1,121	120	4%	13%	38%	44%
776	West Lake	VA	Franklin	Harrisburg	20	592.82	592.82	3,280	1,260	11%	18%	49%	22%
777	Aditya	VA	Louisa	Louisa	11	94.67	60	614	350	15%	85%	0%	0%
781	Waller	VA	Lancaster	Burgess		1400	1400	880	125	28%	72%	0%	0%
795	Harris Staunton	VA	Halifax	South Boston	47	697	697	352	185	3%	89%	8%	0%
803	Hickory	VA	Chesterfield	Chesterfield	4.7	95.21	22	1,286	325	8%	22%	70%	0%
809	Mountain Brook	VA	Franklin	Wirtz	20			427	195	24%	21%	54%	1%
812	Prince Edward	VA	Prince Edward		25	369.2	369.2	1,275	660	0%	55%	45%	0%
813	Redbud	VA	Frederick	Winchester	30	262.99	262.99	529	150	29%	55%	17%	0%
829	OFW	VA	Shenandoah	Mount Jackson	20	126.64	126.64	504	110	6%	57%	31%	6%
831	Knight	VA	Rockingham	Shenandoah	70	461.59	461.59	833	240	0%	100%	0%	0%
833	Dayton Wayland	VA	Rockingham	Dayton	4	50.7	50.7	684	100	45%	53%	2%	0%
834	Firefly	VA	Pittsylvania			3143	3143	-	200	12%	73%	15%	0%
854	Reeve	VA	Prince Edward	Pamplin	5	164.7	164.7	2,232	1,195	7%	71%	22%	0%
858	360 Solar Center	VA	Chesterfield	Skinquarter	100	2000	410	2,036	235	1%	97%	2%	0%
864	Purdy	VA	Greensville	Purdy	65	596	596	825	250	5%	66%	29%	0%
865	Clover Creek	VA	Halifax	Clover	90	1472	1472	1,691	310	10%	89%	1%	0%
870	Pineside	VA	Buckingham	Scottsville	74.9	2242	2242	2,484	500	22%	51%	27%	0%
872	Rosalind	VA	Greensville	Emporia	160	1795	1795	654	500	8%	86%	7%	0%
879	Wheelhouse	VA	Lunenburg	Victoria	912.47	60	60	2,071	900	7%	41%	51%	0%
880	Elam	VA	Prince Edward	Pamplin	138.9	3	3	1,066	425	22%	66%	12%	0%
881	Helios	VA	Pulaski	Pulaski	11.45	141.76	141.76	734	225	48%	28%	24%	0%
882	Enon	VA	Stafford	Stafford	3	36.76	36.76	289	120	37%	63%	0%	0%
900	Land of Promise	VA	Chesapeake	Chesapeake	5	134.66	134.66	1,338	785	44%	48%	8%	0%
901	Pocaty	VA	Chesapeake	Chesapeake	2	27.22	27.22	632	445	21%	79%	0%	0%

	Output (MW)	Total	Used	Avg. Dist	Closest	Adjoining Use by Acre			
		Acres	Acres	to home	Home	Res	Agri	Agri/Res	Com
Average	64.6	815.0	624.2	1059	327	14%	54%	28%	4%
Median	20.0	482.9	331.8	836	215	10%	57%	22%	0%
High	912.5	6412.0	3500.0	3280	1280	59%	100%	92%	44%
Low	2.0	3.0	3.0	254	100	0%	0%	0%	0%

VIII. Market Analysis of the Impact on Value from Solar Farms

I have researched hundreds of solar farms in numerous states to determine the impact of these facilities on the value of adjoining property. This research has primarily been in North Carolina, but I have also conducted market impact analyses in Virginia, South Carolina, Tennessee, Texas, Oregon, Mississippi, Maryland, New York, California, Missouri, Florida, Montana, Georgia, Louisiana, and New Jersey.

Wherever I have looked at solar farms, I have derived a breakdown of the adjoining uses to show what adjoining uses are typical for solar farms and what uses would likely be considered consistent with a solar farm use similar to the breakdown that I've shown for the subject property on the previous page. A summary showing the results of compiling that data over hundreds of solar farms is shown later in the Scope of Research section of this report.

I also consider whether the properties adjoining a solar farm in one location have characteristics similar to the properties abutting or adjoining the proposed site so that I can make an assessment of market impact on each proposed site. Notably, in most cases solar farms are placed in areas very similar to the site in question, which is surrounded by low density residential and agricultural uses. In my over 900 studies, I have found a striking repetition of that same typical adjoining use mix in over 90% of the solar farms I have looked at. Matched pair results in multiple states are strikingly similar, and all indicate that solar farms – which generate very little traffic, and do not generate noise, dust or have other harmful effects – do not negatively impact the value of adjoining or abutting properties.

On the following pages I have considered matched pair data specific to Virginia and Kentucky.

In the next section I have considered matched pair data throughout the Southeast of the United States as being the most similar states that would most readily compare to Virginia. This includes data from Florida, Georgia, South Carolina, North Carolina, Tennessee, Virginia and Maryland. I focused on projects of 5 MW and larger though I have significant supplemental data on solar farms just smaller than that in North Carolina that show similar results. This data is available in my files.

I have additional supporting information from other states in my files that show a consistent pattern across the United States, but again, I have focused on the Southeast in this analysis.

A. *Virginia Data*

I have identified matched pairs adjoining the solar farms noted above. I have also included data from a solar farm in Kentucky that does a good job of illustrating distant views of solar panels in relation to adjoining housing.

The following pages detail the matched pairs and how they were derived.

1. Matched Pair – Clarke County Solar, Clarke County, VA



This project is a 20 MW facility located on a 234-acre tract that was built in 2017.

I have considered two recent sales of Parcel 3. The home on this parcel is 1,230 feet from the closest panel as measured in the second map from Google Earth, which shows the solar farm under construction. This home sold in January 2017 for \$295,000 and again in August 2019 for \$385,000. I show each sale below and compare those to similar home sales in each time frame. The significant increase in price between 2017 and 2019 is due to a major kitchen remodel, new roof, and related upgrades as well as improvement in the market in general. The sale and later resale of the home with updates and improvements speaks to pride of ownership and increasing overall value as properties perceived as diminished are less likely to be renovated and sold for profit.

I note that 102 Tilthammer includes a number of barns that I did not attribute any value in the analysis. The market would typically give some value for those barns but even without that adjustment there is an indication of a positive impact on value due to the solar farm. The landscaping buffer from this home is considered light.

Adjoining Residential Sales After Solar Farm Approved

Parcel	Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GLA	BR/BA	Park	Style	Other
3	Adjoins	833 Nations Spr	5.13	8/18/2019	\$385,000	1979	1,392	\$276.58	3/2	Det Gar	Ranch	UnBsmt
	Not	167 Leslie	5.00	8/19/2020	\$429,000	1980	1,665	\$257.66	3/2	Det2Gar	Ranch	
	Not	2393 Old Chapel	2.47	8/10/2020	\$330,000	1974	1,500	\$220.00	3/1.5	Det Gar	Ranch	
	Not	102 Tilthammer	6.70	5/7/2019	\$372,000	1970	1,548	\$240.31	3/1.5	Det Gar	Ranch	UnBsmt

Adjoining Sales Adjusted

[illegible]

Adjoining Residential Sales After Solar Farm Approved

Parcel	Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GLA	BR/BA	Park	Style	Other
3	Adjoins	833 Nations Spr	5.13	1/9/2017	\$295,000	1979	1,392	\$211.93	3/2	Det Gar	Ranch	UnBsmnt
	Not	6801 Middle	2.00	12/12/2017	\$249,999	1981	1,584	\$157.83	3/2	Open	Ranch	
	Not	4174 Rockland	5.06	1/2/2017	\$300,000	1990	1,688	\$177.73	3/2	2 Gar	2-story	
	Not	400 Sugar Hill	1.00	6/7/2018	\$180,000	1975	1,008	\$178.57	3/1	Open	Ranch	

Adjoining Sales Adjusted

[illegible]

2. Matched Pair – Walker-Correctional Solar, Barham Road, Barhamsville, VA



This project was built in 2017 and located on 484.65 acres for a 20 MW with the closest home at 110 feet from the closest solar panel with an average distance of 500 feet.

I considered the recent sale identified on the map above as Parcel 19, which is directly across the street and based on the map shown on the following page is 250 feet from the closest panel. A

limited buffering remains along the road with natural growth being encouraged, but currently the panels are visible from the road. Alex Uminski, SRA with MGMiller Valuations in Richmond VA confirmed this sale with the buying and selling broker. The selling broker indicated that the solar farm was not a negative influence on this sale and in fact the buyer noticed the solar farm and then discovered the listing. The privacy being afforded by the solar farm was considered a benefit by the buyer. I used a matched pair analysis with a similar sale nearby as shown below and found no negative impact on the sales price. Property actually closed for more than the asking price. The landscaping buffer is considered light.

Adjoining Residential Sales After Solar Farm Approved

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	5241 Barham	2.65	10/18/2018	\$264,000	2007	1,660	\$159.04	3/2	Drive	Ranch	Modular
Not	17950 New Kent	5.00	9/5/2018	\$290,000	1987	1,756	\$165.15	3/2.5	3 Gar	Ranch	
Not	9252 Ordinary	4.00	6/13/2019	\$277,000	2001	1,610	\$172.05	3/2	1.5-Gar	Ranch	
Not	2416 W Miller	1.04	9/24/2018	\$299,000	1999	1,864	\$160.41	3/2.5	Gar	Ranch	

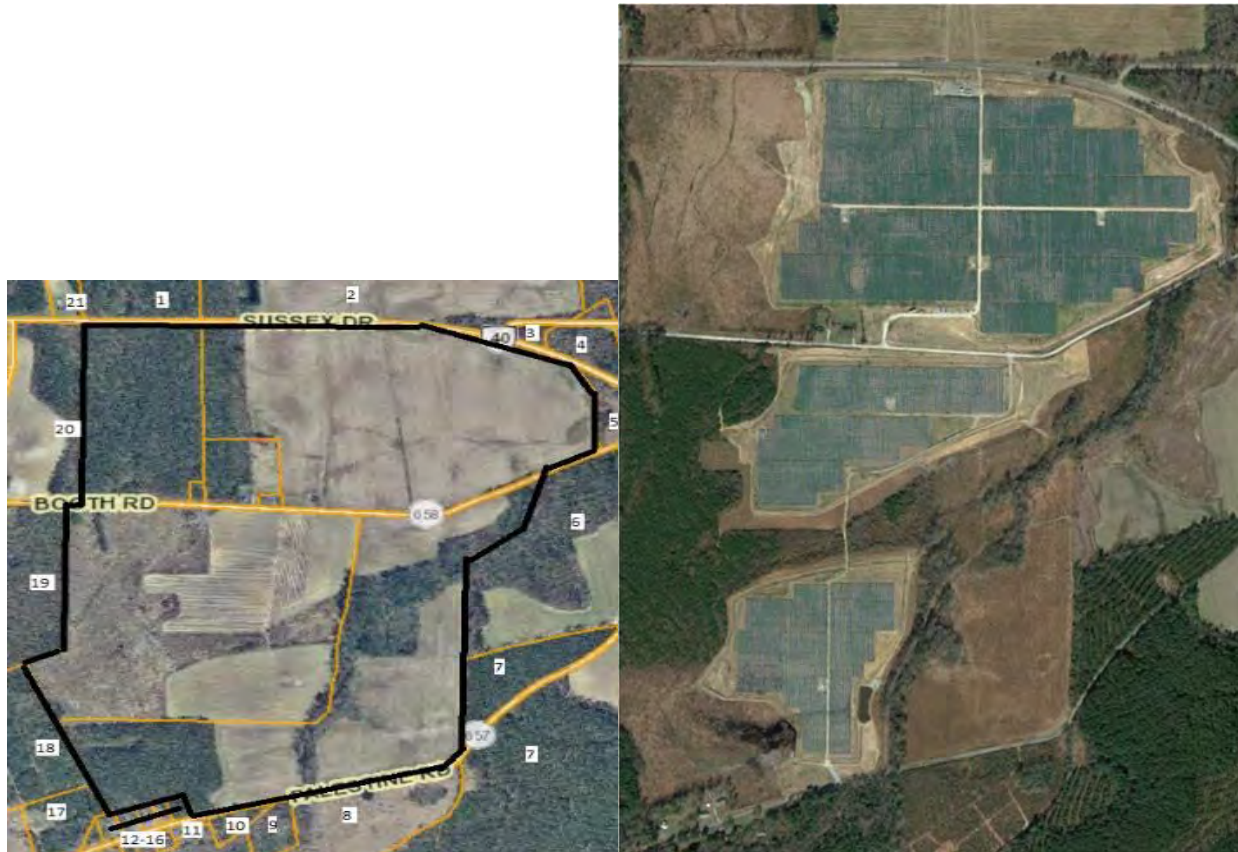
Adjoining Sales Adjusted

Solar	Address	Time	Ac/Loc	YB	GLA	BR/BA	Park	Other	Total	% Diff	Dist
Adjoins	5241 Barham								\$264,000		250
Not	17950 New Kent		-\$8,000	\$29,000	-\$4,756	-\$5,000	-\$20,000	-\$15,000	\$266,244	-1%	
Not	9252 Ordinary	-\$8,310	-\$8,000	\$8,310	\$2,581		-\$10,000	-\$15,000	\$246,581	7%	
Not	2416 W Miller		\$8,000	\$11,960	-\$9,817	-\$5,000	-\$10,000	-\$15,000	\$279,143	-6%	

Average Diff 0%

I also spoke with Patrick W. McCrerey of Virginia Estates who was marketing a property that sold at 5300 Barham Road adjoining the Walker-Correctional Solar Farm. He indicated that this property was unique with a home built in 1882 and heavily renovated and updated on 16.02 acres. The solar farm was through the woods and couldn't be seen by this property and it had no impact on marketing this property. This home sold on April 26, 2017 for \$358,000. I did not set up any matched pairs for this property since it is a unique property that any such comparison would be difficult to rely on. The broker's comments do support the assertion that the adjoining solar farm had no impact on value. The home in this case was 510 feet from the closest panel.

3. Matched Pair – Sappony Solar, Sussex County, VA



This project is a 30 MW facility located on a 322.68-acre tract that was built in the fourth quarter of 2017.

I have considered the 2018 sale of Parcel 17 as shown below. This was a 1,900 s.f. manufactured home on a 6.00-acre lot that sold in 2018. I have compared that to three other nearby manufactured homes as shown below. The range of impacts is within typical market variation with an average of -1%, which supports a conclusion of no impact on property value. The landscaping buffer is considered medium.

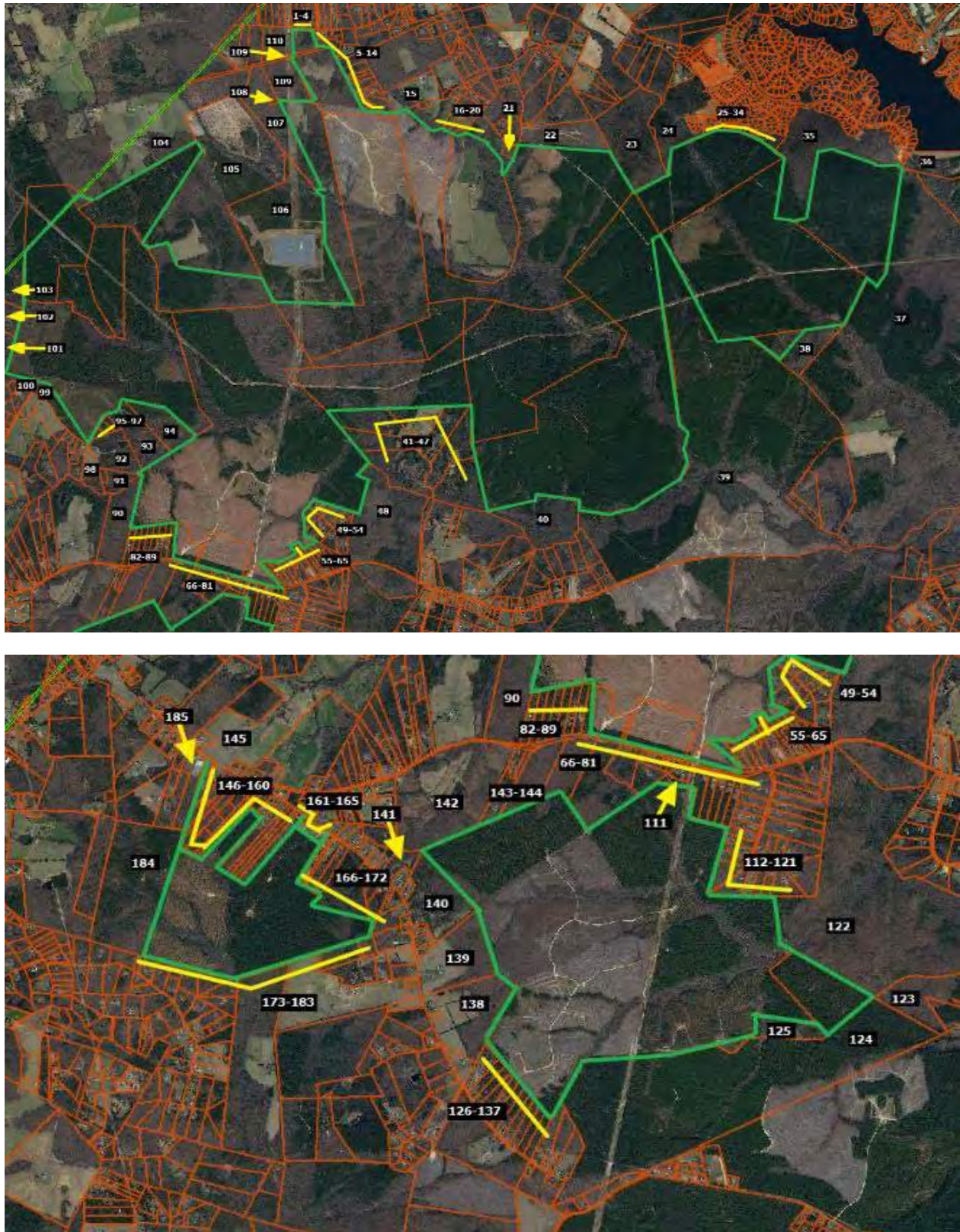
Adjoining Residential Sales After Solar Farm Approved

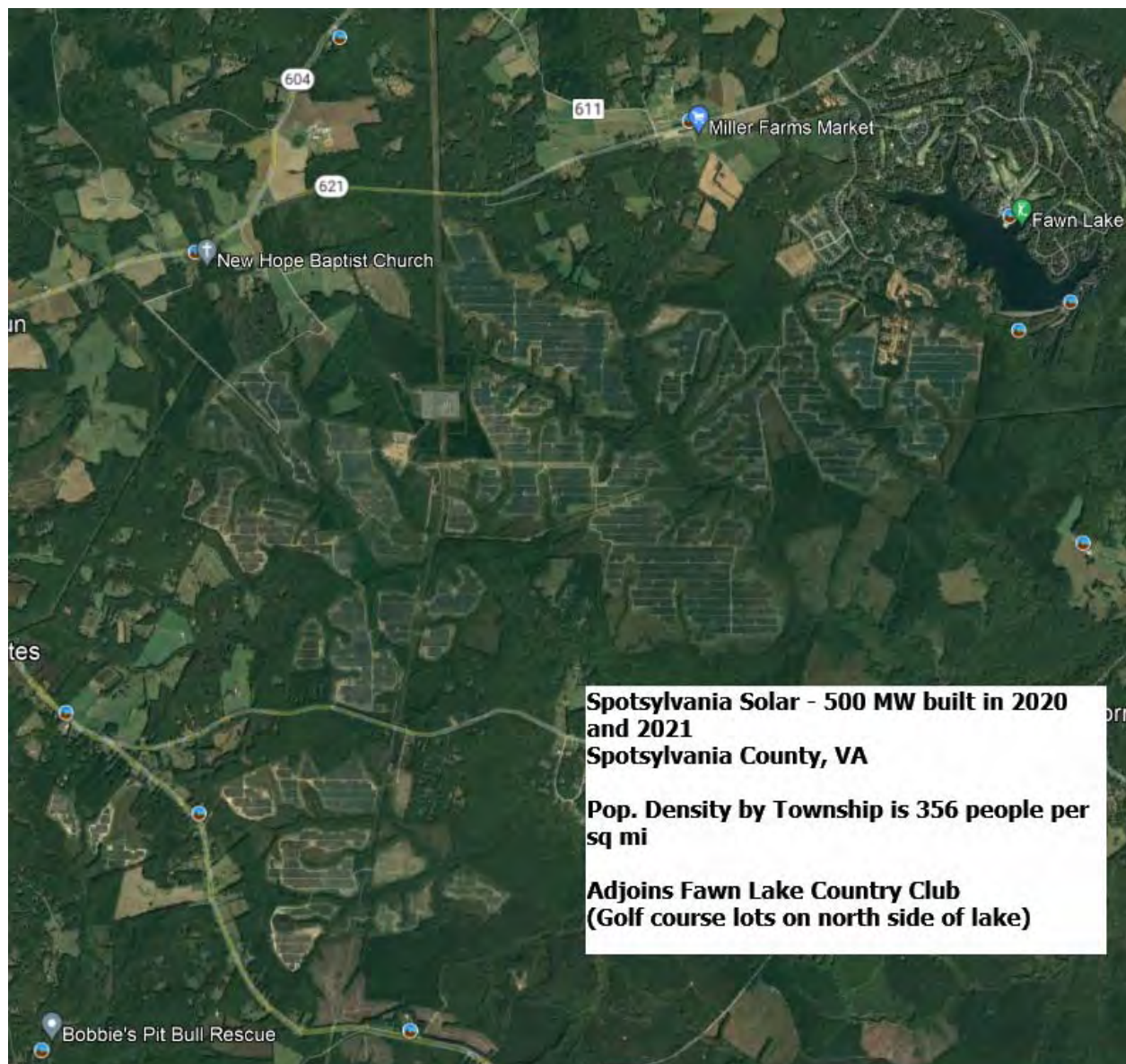
Parcel	Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GLA	BR/BA	Park	Style	Other
	Adjoins	12511 Palestine	6.00	7/31/2018	\$128,400	2013	1,900	\$67.58	4/2.5	Open	Manuf	
	Not	15698 Concord	3.92	7/31/2018	\$150,000	2010	2,310	\$64.94	4/2	Open	Manuf	Fence
	Not	23209 Sussex	1.03	7/7/2020	\$95,000	2005	1,675	\$56.72	3/2	Det Crpt	Manuf	
	Not	6494 Rocky Br	4.07	11/8/2018	\$100,000	2004	1,405	\$71.17	3/2	Open	Manuf	

Adjoining Sales Adjusted

[illegible]

4. Matched Pair – Spotsylvania Solar, Paytes, VA





This solar farm is being built in four phases with the area known as Site C having completed construction in November 2020 after the entire project was approved in April 2019. Site C, also known as Pleinmont 1 Solar, includes 99.6 MW located in the southeast corner of the project and shown on the maps above with adjoining parcels 111 through 144. The entire Spotsylvania project totals 500 MW on 3500 acres out of a parent tract assemblage of 6,412 acres.

I have identified three adjoining home sales that occurred during construction and development of the site in 2020.

The first is located on the north side of Site A on Orange Plank Road. The second is located on Nottoway Lane just north of Catharpin Road on the south side of Site A and east of Site C. The third is located on Post Oak Road for a home that backs up to Site C that sold in September 2020 near the completion of construction for Site C.

Spotsylvania Solar Farm

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	12901 Orng Plnk	5.20	8/27/2020	\$319,900	1984	1,714	\$186.64	3/2	Drive	1.5	Un Bsmt
Not	8353 Gold Dale	3.00	1/27/2021	\$415,000	2004	2,064	\$201.07	3/2	3 Gar	Ranch	
Not	6488 Southfork	7.26	9/9/2020	\$375,000	2017	1,680	\$223.21	3/2	2 Gar	1.5	Barn/Patio
Not	12717 Flintlock	0.47	12/2/2020	\$290,000	1990	1,592	\$182.16	3/2.5	Det Gar	Ranch	

Adjoining Sales Adjusted

Address	Time	Ac/Loc	YB	GLA	BR/BA	Park	Other	Total	% Diff	Dist
12901 Orng Plnk								\$319,900		1270
8353 Gold Dale	-\$5,219	\$20,000	-\$41,500	-\$56,298		-\$20,000		\$311,983	2%	
6488 Southfork	-\$401	-\$20,000	-\$61,875	\$6,071		-\$15,000		\$283,796	11%	
12717 Flintlock	-\$2,312	\$40,000	-\$8,700	\$17,779	-\$5,000	-\$5,000		\$326,767	-2%	

Average Diff 4%

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	9641 Nottoway	11.00	5/12/2020	\$449,900	2004	3,186	\$141.21	4/2.5	Garage	2-Story	Un Bsmt
Not	26123 Lafayette	1.00	8/3/2020	\$390,000	2006	3,142	\$124.12	3/3.5	Gar/DtG	2-Story	
Not	11626 Forest	5.00	8/10/2020	\$489,900	2017	3,350	\$146.24	4/3.5	2 Gar	2-Story	
Not	10304 Pny Brnch	6.00	7/27/2020	\$485,000	1998	3,076	\$157.67	4/4	2Gar/Dt2	Ranch	Fn Bsmt

Adjoining Sales Adjusted

Address	Time	Ac/Loc	YB	GLA	BR/BA	Park	Other	Total	% Diff	Dist
9641 Nottoway								\$449,900		1950
26123 Lafayette	-\$2,661	\$45,000	-\$3,900	\$4,369	-\$10,000	-\$5,000		\$417,809	7%	
11626 Forest	-\$3,624		-\$31,844	-\$19,187		-\$5,000		\$430,246	4%	
10304 Pny Brnch	-\$3,030		\$14,550	\$13,875	-\$15,000	-\$15,000	-\$10,000	\$470,396	-5%	

Average Diff 2%

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	13353 Post Oak	5.20	9/21/2020	\$300,000	1992	2,400	\$125.00	4/3	Drive	2-Story	Fn Bsmt
Not	9609 Logan Hgt	5.86	7/4/2019	\$330,000	2004	2,352	\$140.31	3/2	2Gar	2-Story	
Not	12810 Catharpian	6.18	1/30/2020	\$280,000	2008	2,240	\$125.00	4/2.5	Drive	2-Story Bsmt/Nd Pnt	
Not	10725 Rbrt Lee	5.01	10/26/2020	\$295,000	1995	2,166	\$136.20	4/3	Gar	2-Story	Fn Bsmt

Adjoining Sales Adjusted

Address	Time	Ac/Loc	YB	GLA	BR/BA	Park	Other	Total	% Diff	Dist
13353 Post Oak								\$300,000		1171
9609 Logan Hgt	\$12,070		-\$19,800	\$5,388		-\$15,000	\$15,000	\$327,658	-9%	
12810 Catharpian	\$5,408		-\$22,400	\$16,000	\$5,000		\$15,000	\$299,008	0%	
10725 Rbrt Lee	-\$849		-\$4,425	\$25,496		-\$10,000		\$305,222	-2%	

Average Diff -4%

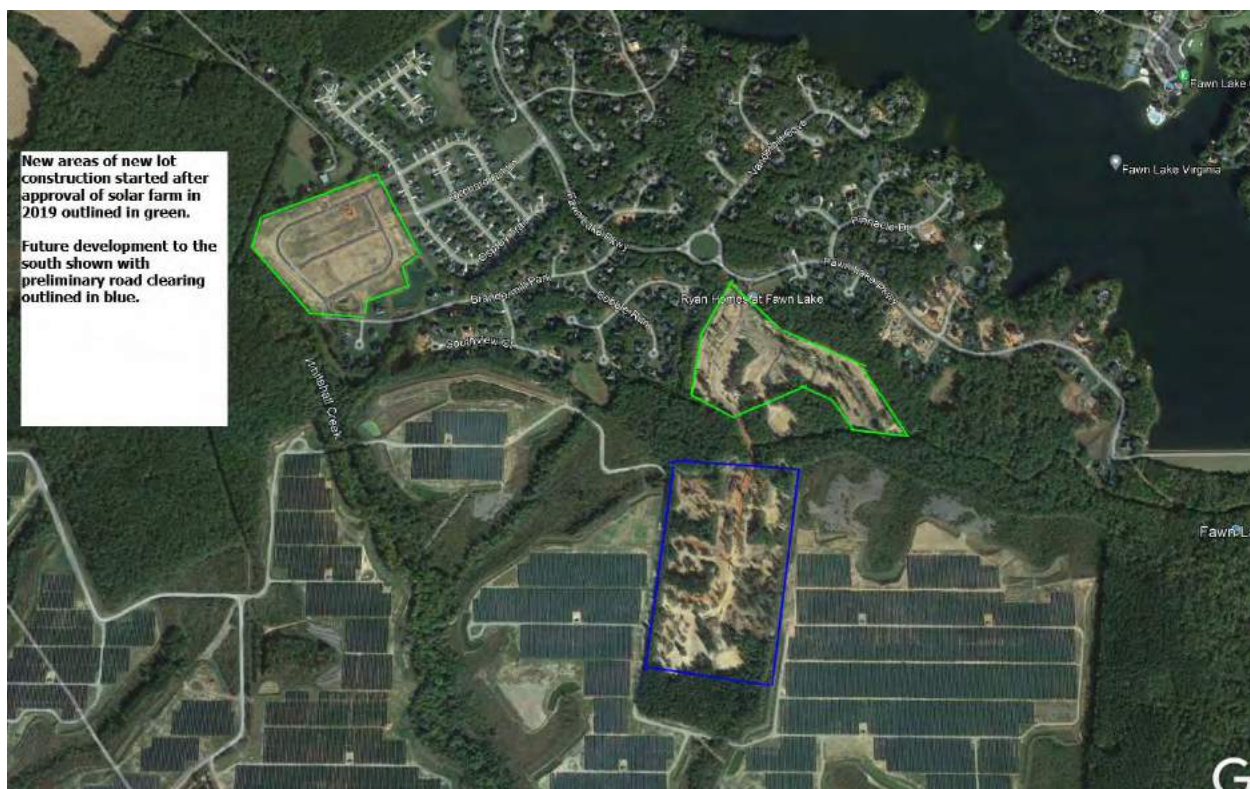
All three of these homes are well set back from the solar panels at distances over 1,000 feet and are well screened from the project. All three show no indication of any impact on property value.

There are a couple of recent lot sales located along Southview Court that have sold since the solar farm was approved. The most recent lot sales include 11700 Southview Court that sold on December 29, 2021 for \$140,000 for a 0.76-acre lot. This property was on the market for less than 2 months before closing within 6% of the asking price. This lot sold earlier in September 2019 for \$55,000 based on a liquidation sale from NTS to an investor.

A similar 0.68-acre lot at 11507 Stonewood Court within the same subdivision located away from the solar farm sold on March 9, 2021 for \$109,000. This lot sold for 18% over the asking price within 1 month of listing suggesting that this was priced too low. Adjusting this lot value upward by 12% for very strong growth in the market over 2021, the adjusted indicated value is \$122,080 for this lot. This is still showing a 15% premium for the lot backing up to the solar farm.

The lot at 11009 Southview Court sold on August 5, 2019 for \$65,000, which is significantly lower than the more recent sales. This lot was sold by NTS the original developer of this subdivision, who was in the process of liquidating lots in this subdivision with multiple lot sales in this time period throughout the subdivision being sold at discounted prices. The home was later improved by the buyer with a home built in 2020 with 2,430 square feet ranch, 3.5 bathrooms, with a full basement, and a current assessed value of \$492,300.

I spoke with Chris Kalia, MAI, Mark Doherty, local real estate investor, and Alex Doherty, broker, who are all three familiar with this subdivision and activity in this neighborhood. All three indicated that there was a deep sell off of lots in the neighborhood by NTS at discounted prices under \$100,000 each. Those lots since that time are being sold for up to \$140,000. The prices paid for the lots below \$100,000 were liquidation values and not indicative of market value. Homes are being built in the neighborhood on those lots with home prices ranging from \$600,000 to \$800,000 with no sign of impact on pricing due to the solar farm according to all three sources.





Fawn Lake Lot Sales

Parcel	Solar?	Address	Acres	Sale Date	Sale Price	Ad. For Time	% Diff
A	Adjoins	11700 Southview Ct	0.76	12/29/2021	\$140,000		
1	1 parcel away	11603 Southview Ct	0.44	3/31/2022	\$140,000	\$141,960	-1.4%
2	Not adjoin	11507 Stonewood Ct	0.68	3/9/2021	\$109,000	\$118,374	15.4%
3	Not adjoin	11312 Westgate Wy	0.83	10/15/2020	\$125,000	\$142,000	-1.4%
4	Not adjoin	11409 Darkstone Pl	0.589	9/23/2021	\$118,000	\$118,000	15.7%
Average							7.1%
Median							7.0%
Least Adjusted							15.7%
2nd Least Adjusted							-1.4%
(Parcel 1 off solar farm)							

Time Adjustments are based on the FHFA Housing Price Index

5. Matched Pair – Crittenden Solar, Crittenden, KY



This solar farm was built in December 2017 on a 181.70-acre tract but utilizing only 34.10 acres. This is a 2.7 MW facility with residential subdivisions to the north and south.

I have identified five home sales to the north of this solar farm on Clairborne Drive and one home sale to the south on Eagle Ridge Drive since the completion of this solar farm. The home sale on Eagle Drive is for a \$75,000 home and all of the homes along that street are similar in size and price range. According to local broker Steve Glacken with Cutler Real Estate these are the lowest price range/style home in the market. I have not analyzed that sale as it would unlikely provide significant data to other homes in the area.

Mr. Glacken has been selling lots at the west end of Clairborne for new home construction. He indicated in 2020 that the solar farm near the entrance of the development has been a complete non-factor and none of the home sales are showing any concern over the solar farm. Most of the homes are in the \$250,000 to \$280,000 price range. The vacant residential lots are being marketed for \$28,000 to \$29,000. The landscaping buffer is considered light, but the rolling terrain allows for distant views of the panels from the adjoining homes along Clairborne Drive.

The first home considered is a bit of an anomaly for this subdivision in that it is the only manufactured home that was allowed in the community. It sold on January 3, 2019. I compared that sale to three other manufactured home sales in the area making minor adjustments as shown on the next page to account for the differences. After all other factors are considered the adjustments show a -1% to +13% impact due to the adjacency of the solar farm. The best indicator is 1250 Cason, which shows a 3% impact. A 3% impact is within the normal static of real estate transactions and therefore not considered indicative of a positive impact on the property, but it strongly supports an indication of no negative impact.

Adjoining Residential Sales After Solar Farm Approved

Parcel	Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
	Adjoins	250 Claiborne	0.96	1/3/2019	\$120,000	2000	2,016	\$59.52	3/2	Drive	Manuf	
	Not	1250 Cason	1.40	4/18/2018	\$95,000	1994	1,500	\$63.33	3/2	2-Det	Manuf	Carport
	Not	410 Reeves	1.02	11/27/2018	\$80,000	2000	1,456	\$54.95	3/2	Drive	Manuf	
	Not	315 N Fork	1.09	5/4/2019	\$107,000	1992	1,792	\$59.71	3/2	Drive	Manuf	

Adjustments

Solar	Address	Time	Site	YB	GLA	BR/BA	Park	Other	Total	% Diff	Avg % Diff	Distance
Adjoins	250 Claiborne								\$120,000			373
Not	1250 Cason	\$2,081		\$2,850	\$26,144		-\$5,000	-\$5,000	\$116,075	3%		
Not	410 Reeves	\$249		\$0	\$24,615				\$104,865	13%		
Not	315 N Fork	-\$1,091		\$4,280	\$10,700				\$120,889	-1%	5%	

I also looked at three other home sales on this street as shown below. These are stick-built homes and show a higher price range.

Adjoining Residential Sales After Solar Farm Approved

Parcel	Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
	Adjoins	300 Claiborne	1.08	9/20/2018	\$212,720	2003	1,568	\$135.66	3/3	2-Car	Ranch	Brick
	Not	460 Claiborne	0.31	1/3/2019	\$229,000	2007	1,446	\$158.37	3/2	2-Car	Ranch	Brick
	Not	2160 Sherman	1.46	6/1/2019	\$265,000	2005	1,735	\$152.74	3/3	2-Car	Ranch	Brick
	Not	215 Lexington	1.00	7/27/2018	\$231,200	2000	1,590	\$145.41	5/4	2-Car	Ranch	Brick

Adjustments

Solar	Address	Time	Site	YB	GLA	BR/BA	Park	Other	Total	% Diff	Avg % Diff	Distance
Adjoins	300 Claiborne								\$213,000			488
Not	460 Claiborne	-\$2,026		-\$4,580	\$15,457	\$5,000			\$242,850	-14%		
Not	2160 Sherman	-\$5,672		-\$2,650	-\$20,406				\$236,272	-11%		
Not	215 Lexington	\$1,072		\$3,468	-\$2,559	-\$5,000			\$228,180	-7%	-11%	

This set of matched pairs shows a minor negative impact for this property. I was unable to confirm the sales price or conditions of this sale. The best indication of value is based on 215 Lexington, which required the least adjusting and supports a -7% impact.

Adjoining Residential Sales After Solar Farm Approved

Parcel	Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
	Adjoins	350 Claiborne	1.00	7/20/2018	\$245,000	2002	1,688	\$145.14	3/3	2-Car	Ranch	Brick
	Not	460 Claiborne	0.31	1/3/2019	\$229,000	2007	1,446	\$158.37	3/2	2-Car	Ranch	Brick
	Not	2160 Sherman	1.46	6/1/2019	\$265,000	2005	1,735	\$152.74	3/3	2-Car	R/FBsmnt	Brick
	Not	215 Lexington	1.00	7/27/2018	\$231,200	2000	1,590	\$145.41	5/4	2-Car	Ranch	Brick

Adjustments

Solar	Address	Time	Site	YB	GLA	BR/BA	Park	Other	Total	% Diff	Avg % Diff	Distance
Adjoins	350 Claiborne								\$245,000			720
Not	460 Claiborne	-\$3,223		-\$5,725	\$30,660	\$5,000			\$255,712	-4%		
Not	2160 Sherman	-\$7,057		-\$3,975	-\$5,743				\$248,225	-1%		
Not	215 Lexington	-\$136		\$2,312	\$11,400	-\$5,000			\$239,776	2%	-1%	

The following photograph shows the light landscaping buffer and the distant view of panels that was included as part of the marketing package for this property. The panels are visible somewhat on the left and somewhat through the trees in the center of the photograph. The first photograph is from the home, with the second photograph showing the view near the rear of the lot.



This set of matched pairs shows a no negative impact for this property. The range of adjusted impacts is -4% to +2%. The best indication is -1%, which as described above is within the typical market static and supports no impact on adjoining property value.

Adjoining Residential Sales After Solar Farm Approved

Parcel	Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
	Adjoins	370 Claiborne	1.06	8/22/2019	\$273,000	2005	1,570	\$173.89	4/3	2-Car	2-Story	Brick
	Not	2160 Sherman	1.46	6/1/2019	\$265,000	2005	1,735	\$152.74	3/3	2-Car	R/FBsmt	Brick
	Not	2290 Dry	1.53	5/2/2019	\$239,400	1988	1,400	\$171.00	3/2.5	2-Car	R/FBsmt	Brick
	Not	125 Lexington	1.20	4/17/2018	\$240,000	2001	1,569	\$152.96	3/3	2-Car	Split	Brick

Adjustments

Solar	Address	Time	Site	YB	GLA	BR/BA	Park	Other	Total	% Diff	Avg % Diff	Distance
Adjoins	370 Claiborne								\$273,000			930
Not	2160 Sherman	\$1,831		\$0	-\$20,161				\$246,670	10%		
Not	2290 Dry	\$2,260		\$20,349	\$23,256	\$2,500			\$287,765	-5%		
Not	125 Lexington	\$9,951		\$4,800					\$254,751	7%		
											4%	

This set of matched pairs shows a general positive impact for this property. The range of adjusted impacts is -5% to +10%. The best indication is +7%. I typically consider measurements of +/-5% to be within the typical variation in real estate transactions. This indication is higher than that and suggests a positive relationship.

The photograph from the listing shows panels visible between the home and the trampoline shown in the picture.



Adjoining Residential Sales After Solar Farm Approved

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	330 Claiborne	1.00	12/10/2019	\$282,500	2003	1,768	\$159.79	3/3	2-Car	Ranch	Brick/pool
Not	895 Osborne	1.70	9/16/2019	\$249,900	2002	1,705	\$146.57	3/2	2-Car	Ranch	Brick/pool
Not	2160 Sherman	1.46	6/1/2019	\$265,000	2005	1,735	\$152.74	3/3	2-Car	R/FBsm	Brick
Not	215 Lexington	1.00	7/27/2018	\$231,200	2000	1,590	\$145.41	5/4	2-Car	Ranch	Brick

											Avg	
Solar	Address	Time	Site	YB	GLA	BR/BA	Park	Other	Total	% Diff	% Diff	Distance
Adjoins	330 Claiborne								\$282,500			665
Not	895 Osborne	\$1,790		\$1,250	\$7,387	\$5,000		\$0	\$265,327	6%		
Not	2160 Sherman	\$4,288		-\$2,650	\$4,032			\$20,000	\$290,670	-3%		
Not	215 Lexington	\$9,761		\$3,468	\$20,706	-\$5,000		\$20,000	\$280,135	1%		
											1%	

This set of matched pairs shows a general positive impact for this property. The range of adjusted impacts is -3% to +6%. The best indication is +6%. I typically consider measurements of +/-5% to be within the typical variation in real estate transactions. This indication is higher than that and suggests a positive relationship. The landscaping buffer on these is considered light with a fair visibility of the panels from most of these comparables and only thin landscaping buffers separating the homes from the solar panels.

I also looked at four sales that were during a rapid increase in home values around 2021, which required significant time adjustments based on the FHFA Housing Price Index. Sales in this time frame are less reliable for impact considerations as the peak buyer demand allowed for homes to sell with less worry over typical issues such as repairs.

The home at 250 Claiborne Drive sold with no impact from the solar farm according to the buyer's broker Lisa Ann Lay with Keller Williams Realty Service. As noted earlier, this is the only manufactured home in the community and is a bit of an anomaly. There was an impact on this sale due to an appraisal that came in low likely related to the manufactured nature of the home. Ms. Lay indicated that there was significant back and forth between both brokers and the appraiser to address the low appraisal, but ultimately, the buyers had to pay \$20,000 out of pocket to cover the difference in appraised value and the purchase price. The low appraisal was not attributed to the solar farm, but the difficulty in finding comparable sales and likely the manufactured housing.

Adjoining Residential Sales After Solar Farm Built

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	250 Claiborne	1.05	1/5/2022	\$210,000	2002	1,592	\$131.91	4/2	Drive	Ranch	Manuf
Not	255 Spillman	0.64	3/4/2022	\$166,000	1991	1,196	\$138.80	3/1	Drive	Ranch	Remodel
Not	546 Waterworks	0.28	4/29/2021	\$179,500	2007	1,046	\$171.61	4/2	Drive	Ranch	3/4 Fin B
Not	240 Shawnee	1.18	6/7/2021	\$180,000	1977	1,352	\$133.14	3/2	Gar	Ranch	N/A

											Avg
Solar	Address	Time	YB	GLA	BR/BA	Park	Other	Total	% Diff	% Diff	Distance
Adjoins	250 Claiborne							\$210,000			365
Not	255 Spillman	-\$379	\$9,130	\$43,971	\$10,000		-\$20,000	\$208,722	1%		
Not	546 Waterworks	\$1,772	-\$4,488	\$74,958			-\$67,313	\$184,429	12%		
Not	240 Shawnee	\$1,501	\$22,500	\$25,562		-\$10,000		\$219,563	-5%		
											3%

The photograph of the rear view from the listing is shown below.



The home at 260 Claiborne Drive sold with no impact from the solar farm according to the buyer's broker Jim Dalton with Ashcraft Real Estate Services. He noted that there was significant wood rot and a heavy smoker smell about the house, but even that had no impact on the price due to high demand in the market.

Adjoining Residential Sales After Solar Farm Built

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	260 Claiborne	1.00	10/13/2021	\$175,000	2001	1,456	\$120.19	3/2	Drive	Ranch	N/A
Not	355 Oakwood	0.58	10/27/2020	\$186,000	2002	1,088	\$170.96	3/2	Gar	Ranch	3/4 Fin B
Not	30 Ellen Kay	0.50	1/30/2020	\$183,000	1988	1,950	\$93.85	3/2	Gar	2-Story	N/A
Not	546 Waterworks	0.28	4/29/2021	\$179,500	2007	1,046	\$171.61	4/2	Drive	Ranch	3/4 Fin B

Solar	Address	Time	YB	GLA	BR/BA	Park	Other	Total	% Diff	Avg % Diff	Distance
Adjoins	260 Claiborne							\$175,000			390
Not	355 Oakwood	\$18,339	-\$930	\$50,329		-\$10,000	-\$69,750	\$173,988	1%		
Not	30 Ellen Kay	\$31,974	\$11,895	-\$37,088		-\$10,000		\$179,781	-3%		
Not	546 Waterworks	\$8,420	-\$5,385	\$56,287			-\$67,313	\$171,510	2%		
										0%	

The photograph of the rear view from the listing is shown below.



These next two were brick and with unfinished basements which made them easier to compare and therefore more reliable. For 300 Claiborne I considered the sale of a home across the street that did not back up to the solar farm and it adjusted to well below the range of the other comparables. I have included it, but would not rely on that which means this next comparable strongly supports a range of 0 to +3% and not up to +19%.

Joining Residential Sales After Solar Farm Built

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	300 Claiborne	0.89	12/18/2021	\$290,000	2002	1,568	\$184.95	3/3	2-Car	Br Rnch	Bsmt
Not	405 Claiborne	0.41	2/1/2022	\$267,750	2004	1,787	\$149.83	3/2	2-Car	Br Rnch	Bsmt
Not	39 Pinhook	0.68	3/31/2022	\$299,000	1992	1,680	\$177.98	3/2	2-Car	Br Rnch	Bsmt
Not	5 Pinhook	0.70	4/7/2022	\$309,900	1992	1,680	\$184.46	3/2	2-Car	Br Rnch	Bsmt

Solar	Address	Time	YB	GLA	BR/BA	Park	Other	Total	% Diff	Avg % Diff	Distance
Adjoins	300 Claiborne							\$290,000			570
Not	405 Claiborne	-\$3,384	-\$2,678	-\$26,251				\$235,437	19%		
Not	39 Pinhook	-\$8,651	\$14,950	-\$15,947				\$289,352	0%		
Not	5 Pinhook	-\$9,576	\$15,495	-\$16,528				\$299,291	-3%		
										5%	

The photograph of the rear view from the listing is shown below.



This same home, 300 Claiborne sold again on October 14, 2022 for \$332,000, or \$42,000 higher or 15% higher than it had just 10 months earlier. The FHFA Home Price Index indicates an 8.3% increase over that time for the overall market, suggesting that this home is actually increasing in value faster than other properties in the area. An updated photo from the 2022 listing is shown below.



The home at 410 Claiborne included an inground pool with significant landscaping around it that was a challenge. Furthermore, two of the comparables had finished basements. I made no adjustment for the pool on those two comparables and considered the two factors to cancel out

Adjoining Residential Sales After Solar Farm Built

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	410 Claiborne	0.31	2/10/2021	\$275,000	2006	1,595	\$172.41	3/2	2-Car	Br Rnch	Bsmt/Pool
Not	114 Austin	1.40	12/23/2020	\$248,000	1994	1,650	\$150.30	3/2	2-Car	Br Rnch	Bsmt
Not	125 Liza	0.29	6/25/2021	\$315,000	2005	1,913	\$164.66	4/3	2-Car	Br Rnch	Ktchn Bsmt
Not	130 Hannahs	0.42	2/9/2021	\$295,000	2007	1,918	\$153.81	3/3	2-Car	Br Rnch	Fin Bsmt

Solar	Address	Time	YB	GLA	BR/BA	Park	Other	Total	% Diff	Avg % Diff	Distance
Adjoins	410 Claiborne							\$275,000			1080
Not	114 Austin	\$3,413	\$14,880	-\$6,613			\$20,000	\$279,680	-2%		
Not	125 Liza	-\$11,945	\$1,575	-\$41,890	-\$10,000			\$252,740	8%		
Not	130 Hannahs	\$83	-\$1,475	-\$39,743	-\$10,000			\$243,864	11%		
										6%	

The nine matched pairs considered in this analysis includes five that show no impact on value, one that shows a negative impact on value, and three that show a positive impact. The negative indication supported by one matched pair is -7% and the positive impacts are +6% and +7%. The two neutral indications show impacts of -5% to +5%. The average indicated impact is +2% when all nine of these indicators are blended.

Furthermore, the comments of the local real estate brokers strongly support the data that shows no negative impact on value due to the proximity to the solar farm.

6. Matched Pair – White House Solar, Louisa, VA



This project was built in 2016 for a solar project on a 499.52-acre tract for a 20 MW facility. The closest single-family home is 110 feet away from the closest solar panel. The average distance is 1,195 feet.

I have identified one recent adjoining home sale to the north of this project that sold in 2020. I spoke with the broker, Stacie Chandler, who represented the buyer in that transaction. She indicated that the solar farm had no impact on the price that they negotiated on that home. That is supported by the matched pair shown below.

The adjustments shown below make no adjustment for the difference in acreage for the smaller parcels. One of these is on a smaller lot, but located in a golf course community with rear exposure to the golf course. The other is in Mineral and while the lots are not the same size, they are similarly valued. I also adjusted this property upward by \$50,000 for the condition/lack of renovation. This adjustment is based on the fact that this home was renovated following the 2020 purchase and then resold in 2021 for \$75,000 more than the 2020 value. Comparing the 2021 renovated price at \$144/s.f. to the subject property and adjusting on the same rates would require a downward adjustment to the comparable of \$10,400 for time, upward by \$8,325 for year built, and downward by \$5,000 for the extra half bathroom for an indicated adjusted value of \$252,925 which suggests a 5% reduction in value due to the solar farm. Either way this comparable requires significant adjustments and suggests a range of -5% to 0% impact. The Woodger comparable required less

adjustment and suggests an 11% enhancement due to proximity to the solar farm and that is without any consideration of this home having a superior exposure to a golf course.

Whitehouse Solar

Solar	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	127 Walnut Wds	4.09	3/27/2020	\$240,000	1984	1,824	\$131.58	3/2	2 Gar	Br Rnch	Reno
Not	126 Woodger	0.63	4/29/2019	\$240,000	1992	1,956	\$122.70	3/2+2	2 Gar	Br Rnch	Golf
Not	808 Virginia	0.51	3/16/2020	\$185,000	1975	1,806	\$102.44	3/2.5	2 Gar	Br Rnch	
Not	273 Carsons	3.94	9/29/2018	\$248,500	1985	2,224	\$111.74	4/3	Drive	Ranch	Not Brck

Adjoining Sales Adjusted

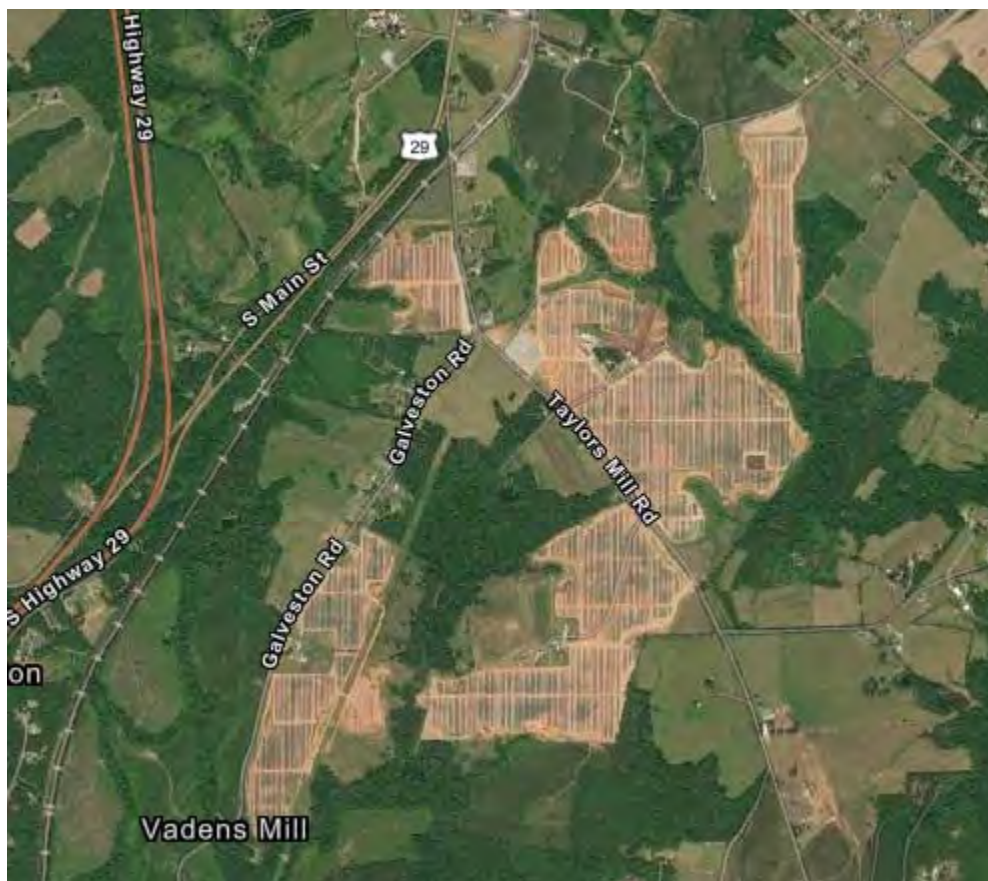
Address	Time	Ac/Loc	YB	GLA	BR/BA	Park	Other	Total	% Diff	Dist
127 Walnut Wds								\$240,000		1400
126 Woodger	\$6,569		-\$9,600	-\$12,957	-\$10,000			\$214,012	11%	
808 Virginia	\$167		\$8,325	\$1,475	-\$5,000		\$50,000	\$239,967	0%	
273 Carsons	\$11,131		-\$1,243	-\$35,755	-\$10,000	\$15,000	\$12,425	\$240,059	0%	

Average Diff 4%

These matched pairs are generally challenging in that one is shown before and after a renovation suggesting impacts of -5% to 0%. The comparable requiring the least adjustment is on a golf course but it also was not recently renovated which makes it less reliable. Finally, the Carsons property was similar, but older and is not brick. While I adjusted for those factors it really does not make for a great matched pair.

The best indication by the matched pairs is -5% to 0%. The broker involved in the transaction indicated that the solar farm had no impact on property value. Given those comments and the range of impacts shown, I conclude that this home sale near the White House solar project indicates no impact on property value.

7. Matched Pair – Whitehorn Solar, Gretna, Pittsylvania, VA



This project was built in 2021 for a solar project with 50 MW. Adjoining uses are residential and agricultural. There was a sale located at 1120 Taylors Mill Road that sold on December 20, 2021, which is about the time the solar farm was completed. This sold for \$224,000 for 2.02 acres with a 2,079 s.f. mobile home on it that was built in 2010. The property was listed for \$224,000 and sold for that same price within two months (went under contract almost exactly 30 days from listing). This sales price works out to \$108 per square foot. This home is 255 feet from the nearest panel.

I have compared this sale to an August 20, 2020 sale at 1000 Long Branch Drive that included 5.10 acres with a 1,980 s.f. mobile home that was built in 1993 and sold for \$162,000, or \$81.82 per square foot. Adjusting this upward for significant growth between this sale date and December 2021 relied on data provided by the FHFA House Pricing Index, which indicates that for homes in the Roanoke, VA MSA would be expected to appreciate from \$162,000 to \$191,000 over that period of time. Using \$191,000 as the effective value as of the date of comparison, the indicated value of this sale works out to \$96.46 per square foot. Adjusting this upward by 17% for the difference in year built, but downward by 5% for the much larger lot size at this comparable, I derive an adjusted indication of value of \$213,920, or \$108 per square foot.

This indicates no impact on value attributable to the new solar farm located across from the home on Taylors Mill Road.

8. Matched Pair – Altavista Solar, Altavista, Campbell County, VA

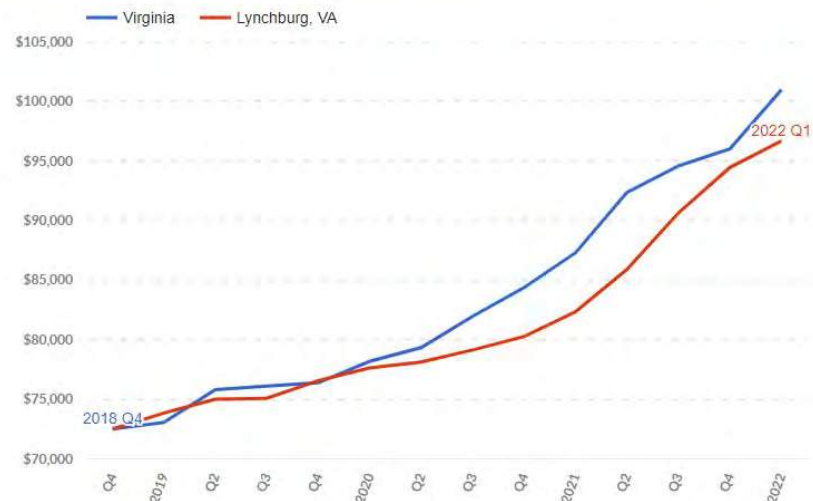


This project was mostly built in 2021 with final construction finished in 2022. This is an 80 MW facility on 720 acres just north of Roanoke River and west of Altavista. Adjoining uses are residential and agricultural.

I have done a Sale/Resale analysis of 3211 Leesville Road which is approximately 540 feet from the nearest solar panel. There was an existing row of trees between this home and the panels that was supplemented with additional screening for a narrow landscaped buffer between the home and the solar panels.

This home sold in December 2018 for \$72,500 for this 1,451 s.f. home built in 1940 with a number of additional outbuildings on 3.35 acres. This was before any announcement of a solar farm. This home sold again on March 28, 2022 for \$124,048 after the solar farm was constructed. This shows a 71% increase in value on this property since 2018. There was significant growth in the market between these dates and to accurately reflect that I have considered the FHFA House Price Index that is specific for the Lynchburg area of Virginia (the closest regional category), which shows an expected increase in home values over that same time period of 33.8%, which would suggest a normal growth in value up to \$97,000. The home sold for significantly more than this which certainly does not support a finding of a negative impact and in fact suggests a significant positive impact. However, I was not able to discuss this sale with the broker and it is possible that the home also was renovated between 2018 and 2022, which may account for that additional increase in value. Still give that the home increased in value so significantly over the initial amount there is no sign of any negative impact due to the solar farm adjacency.

Purchase Quarter	Valuation Quarter	Percentage Change
2018 Quarter 4	2022 Quarter 1	
Purchase Value	Estimated Value for MSA	
\$72,500	\$97,000	33.8%



Similarly, I looked at 3026 Bishop Creek Road that is approximately 600 feet from the nearest solar panel. This home sold on July 16, 2019 for \$120,000, which was before construction of the solar farm. This home sold again on February 23, 2022 for \$150,000. This shows a 25% increase in value over that time period. Using the same FHFA House Price Index Calculator, the expected increase in value was 29.2% for an indicated expected value of \$155,000. This is within 3% of the actual closed price, which supports a finding of no impact from the solar farm. This home has a dense wooded area between it and the adjoining solar farm.

Purchase Quarter	Valuation Quarter	Percentage Change
2019 Quarter 2	2022 Quarter 1	
Purchase Value	Estimated Value for MSA	
\$120,000	\$155,000	29.2%



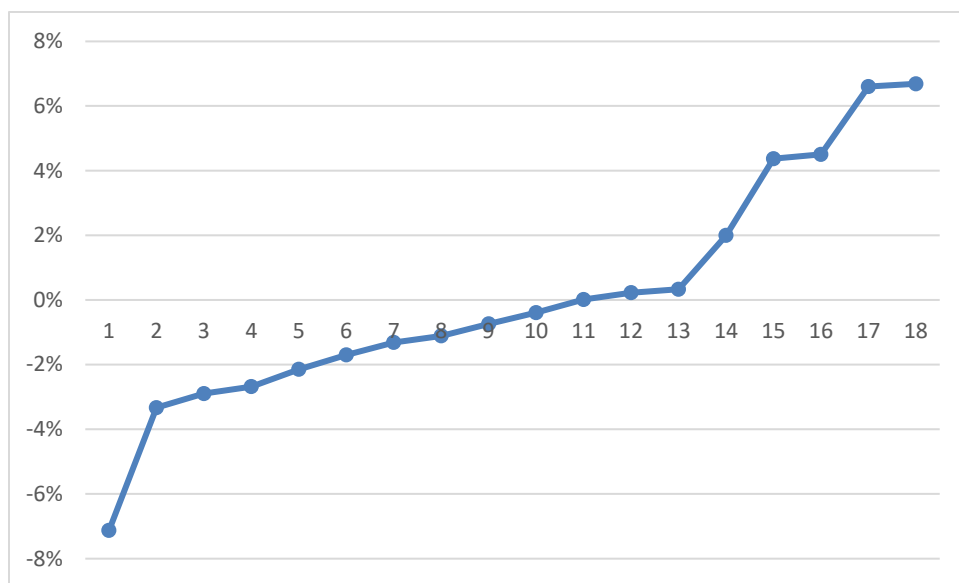
Conclusion

The solar farm matched pairs shown above have similar characteristics to each other in terms of population, but with several outliers showing solar farms in far more urban areas. The median income for the population within 1 mile of a solar farm among this subset of matched pairs is \$58,651 with a median housing unit value of \$264,681. Most of the comparables are under \$500,000 in the home price, with \$483,333 being the high end of the set, though I have matched pairs in other states over \$1,600,000 in price adjoining large solar farms. The predominate adjoining uses are residential and agricultural. These figures are in line with the larger set of solar farms that I have looked at with the predominant adjoining uses being residential and agricultural and similar to the solar farm breakdown shown for Virginia and adjoining states as well as the proposed subject property.

Based on the similarity of adjoining uses and demographic data between these sites and the subject property, I consider it reasonable to compare these sites to the subject property.

Matched Pair Summary						Adj. Uses By Acreage					1 mile Radius (2010-2023 Data)				
						Topo					Med.		Avg. Housing		
	Name	City	State	Acres	MW	Shift	Res	Ag	Ag/Res	Com/Ind	Population	Income	Unit	Veg. Buffer	
1	Clarke Cnty	White Post	VA	234	20.00	70	14%	39%	46%	1%	578	\$81,022	\$374,453	Light	
2	Walker	Barhamsville	VA	485	20.00	N/A	12%	68%	20%	0%	203	\$80,773	\$320,076	Light	
3	Sappony	Stony Crk	VA	322	20.00	N/A	2%	98%	0%	0%	74	\$51,410	\$155,208	Medium	
4	Spotsylvania	Paytes	VA	3,500	500.00	160	37%	52%	11%	0%	74	\$120,861	\$483,333	Med to Hvy	
5	Crittenden	Crittenden	KY	34	2.70	40	22%	51%	27%	0%	1,419	\$60,198	\$178,643	Light	
6	White House	Louisa	VA	500	20.00	N/A	24%	55%	18%	3%	409	\$57,104	\$209,286	Medium	
7	Whitehorn	Gretna	VA	N/A	50.00	N/A	N/A	N/A	N/A	N/A	166	\$43,179	\$168,750	None to Lgt	
8	Altavista	Altavista	VA	720	80.00	N/A	N/A	N/A	N/A	N/A	7	\$50,000	\$341,667	Light	
Average				828	89.09	90	19%	61%	20%	1%	366	\$68,068	\$278,927		
Median				485	20.00	70	18%	54%	19%	0%	185	\$58,651	\$264,681		
High				3,500	500.00	160	37%	98%	46%	3%	1,419	\$120,861	\$483,333		
Low				34	2.70	40	2%	39%	0%	0%	7	\$43,179	\$155,208		
Arvonnia															
1 Mile Radius				595	80.00	100	18%	63%	18%	1%	251	\$46,387	\$181,013		
3 Mile Radius				595	80.00	100	18%	63%	18%	1%	1,595	\$45,605	\$168,567		
5 Mile Radius				595	80.00	100	18%	63%	18%	1%	2,503	\$48,042	\$181,382		

On the following page is a summary of the matched pairs for all of the solar farms noted above. They show a pattern of results from -7% to +7% with an average of 0% and a median finding of -1%. As can be seen in the chart of those results below, most of the data points are between -3% and +2%. This variability is common with real estate and consistent with market "static." I therefore conclude that these results strongly support an indication of no impact on property value due to the adjacent solar farm. Only 1 of the 18 data points show a negative impact greater than the typical variability due to market imperfection, while 2 of the 17 data points show a positive impact. This leaves 15 of the 18 indications showing no impact and within the typical market variability/imperfection that would be expected for any property.



Residential Dwelling Matched Pairs Adjoining Solar Farms

Pair	Solar Farm	City	State	Area	MW	Approx		Date	Adj. Sale		Veg.
						Distance	Tax ID/Address		Sale Price	Price	% Diff Buffer
1	Clarke Cnty	White Post	VA	Rural	20	1230	833 Nations Spr	Jan-17	\$295,000		Light
							6801 Middle	Dec-17	\$249,999	\$296,157	0%
2	Walker	Barhamsville	VA	Rural	20	250	5241 Barham	Oct-18	\$264,000		Light
							9252 Ordinary	Jun-19	\$277,000	\$246,581	7%
3	Clarke Cnty	White Post	VA	Rural	20	1230	833 Nations Spr	Aug-19	\$385,000		Light
							2393 Old Chapel	Aug-20	\$330,000	\$389,286	-1%
4	Sappony	Stony Creek	VA	Rural	20	1425	12511 Palestine	Jul-18	\$128,400		Medium
							6494 Rocky Branch	Nov-18	\$100,000	\$131,842	-3%
5	Spotsylvania	Paytes	VA	Rural	617	1270	12901 Orange Plnk	Aug-20	\$319,900		Medium
							12717 Flintlock	Dec-20	\$290,000	\$326,767	-2%
6	Spotsylvania	Paytes	VA	Rural	617	1950	9641 Nottoway	May-20	\$449,900		Medium
							11626 Forest	Aug-20	\$489,900	\$430,246	4%
7	Spotsylvania	Paytes	VA	Rural	617	1171	13353 Post Oak	Sep-20	\$300,000		Heavy
							12810 Catharpin	Jan-20	\$280,000	\$299,008	0%
8	Crittenden	Crittenden	KY	Suburban	2.7	373	250 Claiborne	Jan-19	\$120,000		Light
							315 N Fork	May-19	\$107,000	\$120,889	-1%
9	Crittenden	Crittenden	KY	Suburban	2.7	488	300 Claiborne	Sep-18	\$213,000		Light
							1795 Bay Valley	Dec-17	\$231,200	\$228,180	-7%
10	Crittenden	Crittenden	KY	Suburban	2.7	720	350 Claiborne	Jul-18	\$245,000		Light
							2160 Sherman	Jun-19	\$265,000	\$248,225	-1%
11	Crittenden	Crittenden	KY	Suburban	2.7	930	370 Claiborne	Aug-19	\$273,000		Light
							125 Lexington	Apr-18	\$240,000	\$254,751	7%
12	Crittenden	Crittenden	KY	Suburban	2.7	665	330 Claiborne	Dec-19	\$282,500		Light
							2160 Sherman	Jun-19	\$265,000	\$290,680	-3%
13	Crittenden	Crittenden	KY	Suburban	2.7	390	260 Claiborne	Oct-21	\$175,000		Light
							546 Waterworks	Apr-21	\$179,500	\$171,510	2%
14	Crittenden	Crittenden	KY	Suburban	2.7	570	300 Claiborne	Dec-21	\$290,000		Light
							39 Pinhook	Mar-22	\$299,000	\$289,352	0%
15	Crittenden	Crittenden	KY	Suburban	2.7	1080	410 Claiborne	Feb-21	\$275,000		Light
							114 Austin	Dec-20	\$248,000	\$279,680	-2%
16	White House	Louisa	VA	Rural	20	1400	127 Walnut	Mar-20	\$240,000		Light
							126 Woodger	Apr-19	\$240,000	\$239,967	0%
17	Whitehorn	Gretna	VA	Rural	50	255	1120 Taylors Mill	Dec-21	\$224,000		Light
							1000 Long Branch	Aug-20	\$162,000	\$213,920	5%
18	Altavista	Altavista	VA	Rural	80	600	3026 Bishop Crk	Feb-22	\$150,000		Heavy
							3026 Bishop Crk	Jul-19	\$120,000	\$155,000	-3%

	Avg.			Indicated	
	MW	Distance		Impact	
Average	116.81	889	Average	0%	
Median	20.00	825	Median	-1%	
High	617.00	1,950	High	7%	
Low	2.70	250	Low	-7%	

B. Southeastern USA Data – Over 5 MW

Conclusion – SouthEast Over 5 MW

Southeast USA Over 5 MW Matched Pair Summary

Matched Pair Summary					Adj. Uses By Acreage						1 mile Radius (2010-2020 Data)			
	Name	City	State	Acres	MW	Topo	Res	Ag	Ag/Res	Com/Ind	Pop.	Med. Income	Avg. Housing Unit	Veg. Buffer
1	AM Best	Goldsboro	NC	38	5.00	2	38%	0%	23%	39%	1,523	\$37,358	\$148,375	Light
2	Mulberry	Selmer	TN	160	5.00	60	13%	73%	10%	3%	467	\$40,936	\$171,746	Lt to Med
3	Leonard	Hughesville	MD	47	5.00	20	18%	75%	0%	6%	525	\$106,550	\$350,000	Light
4	Gastonia SC	Gastonia	NC	35	5.00	48	33%	0%	23%	44%	4,689	\$35,057	\$126,562	Light
5	Summit	Moyock	NC	2,034	80.00	4	4%	0%	94%	2%	382	\$79,114	\$281,731	Light
6	Tracy	Bailey	NC	50	5.00	10	29%	0%	71%	0%	312	\$43,940	\$99,219	Heavy
7	Manatee	Parrish	FL	1,180	75.00	20	2%	97%	1%	0%	48	\$75,000	\$291,667	Heavy
8	McBride	Midland	NC	627	75.00	140	12%	10%	78%	0%	398	\$63,678	\$256,306	Lt to Med
9	Mariposa	Stanley	NC	36	5.00	96	48%	0%	52%	0%	1,716	\$36,439	\$137,884	Light
10	Clarke Cnty	White Post	VA	234	20.00	70	14%	39%	46%	1%	578	\$81,022	\$374,453	Light
11	Simon	Social Circle	GA	237	30.00	71	1%	63%	36%	0%	203	\$76,155	\$269,922	Medium
12	Candace	Princeton	NC	54	5.00	22	76%	24%	0%	0%	448	\$51,002	\$107,171	Medium
13	Walker	Barhamsville	VA	485	20.00	N/A	12%	68%	20%	0%	203	\$80,773	\$320,076	Light
14	Innov 46	Hope Mills	NC	532	78.50	0	17%	83%	0%	0%	2,247	\$58,688	\$183,435	Light
15	Innov 42	Fayetteville	NC	414	71.00	0	41%	59%	0%	0%	568	\$60,037	\$276,347	Light
16	Sunfish	Willow Spring	NC	50	6.40	30	35%	35%	30%	0%	1,515	\$63,652	\$253,138	Light
17	Sappony	Stony Crk	VA	322	20.00	N/A	2%	98%	0%	0%	74	\$51,410	\$155,208	Light
18	Camden Dam	Camden	NC	50	5.00	0	17%	72%	11%	0%	403	\$84,426	\$230,288	Light
19	Grandy	Grandy	NC	121	20.00	10	55%	24%	0%	21%	949	\$50,355	\$231,408	Light
20	Champion	Pelion	SC	100	10.00	N/A	4%	70%	8%	18%	1,336	\$46,867	\$171,939	Light
21	Barefoot Bay	Barefoot Bay	FL	504	74.50	0	11%	87%	0%	3%	2,446	\$36,737	\$143,320	Lt to Med
22	Miami-Dade	Miami	FL	347	74.50	0	26%	74%	0%	0%	127	\$90,909	\$403,571	Light
23	Spotsylvania	Paytes	VA	3,500	617.00	160	37%	52%	11%	0%	74	\$120,861	\$483,333	Md to Hvy
Average				485	57.04	38	24%	48%	22%	6%	923	\$63,955	\$237,700	
Median				234	20.00	20	17%	59%	11%	0%	467	\$60,037	\$231,408	
High				3,500	617.00	160	76%	98%	94%	44%	4,689	\$120,861	\$483,333	
Low				35	5.00	0	1%	0%	0%	0%	48	\$35,057	\$99,219	

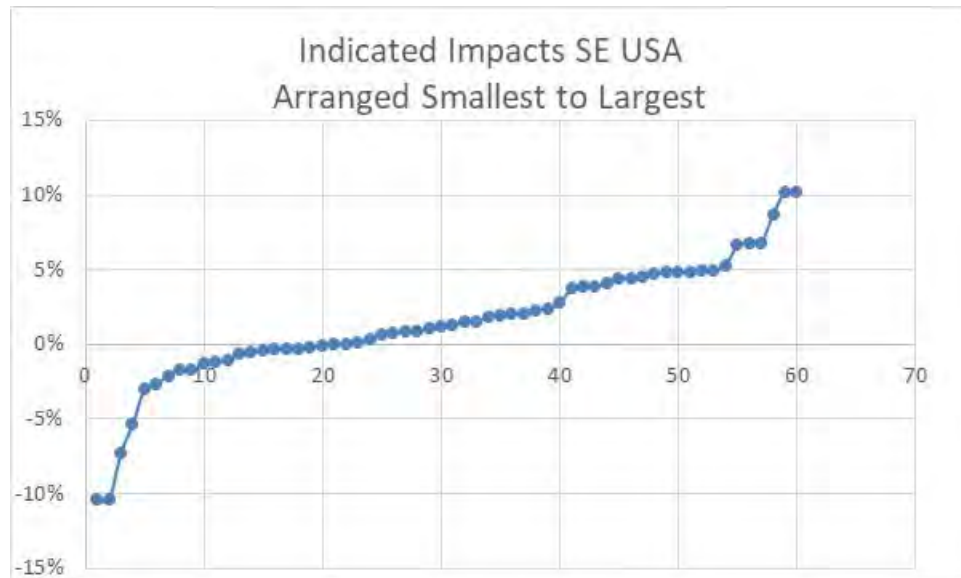
The solar farm matched pairs shown above have similar characteristics to each other in terms of population, but with several outliers showing solar farms in farm more urban areas. The median income for the population within 1 mile of a solar farm is \$60,037 with a median housing unit value of \$231,408. Most of the comparables are under \$300,000 in the home price, with \$483,333 being the high end of the set, though I have matched pairs in multiple states over \$1,000,000 adjoining solar farms. The adjoining uses show that residential and agricultural uses are the predominant adjoining uses. These figures are in line with the larger set of solar farms that I have looked at with the predominant adjoining uses being residential and agricultural and similar to the solar farm breakdown shown for Virginia and adjoining states as well as the proposed subject property.

Based on the similarity of adjoining uses and demographic data between these sites and the subject property, I consider it reasonable to compare these sites to the subject property.

I have pulled 56 matched pairs from the above referenced solar farms to provide the following summary of home sale matched pairs and land sales next to solar farms. The summary shows that the range of differences is from -10% to +10% with an average of +1% and median of +1%. This means that the average and median impact is for a slight positive impact due to adjacency to a solar farm. However, this +1 to rate is within the typical variability I would expect from real estate. I therefore conclude that this data shows no negative or positive impact due to adjacency to a solar farm.

While the range is seemingly wide, the graph below clearly shows that the vast majority of the data falls between -5% and +5% and most of those are clearly in the 0 to +5% range. This data strongly supports an indication of no impact on adjoining residential uses to a solar farm.

I therefore conclude that these matched pairs support a finding of no impact on value at the subject property for the proposed project, which as proposed will include a landscaped buffer to screen adjoining residential properties.



C. Summary of National Data on Solar Farms

I have worked in 25 states related to solar farms and I have been tracking matched pairs in most of those states. On the following pages I provide a brief summary of those findings showing 39 solar farms over 5 MW studied with each one providing matched pair data supporting the findings of this report.

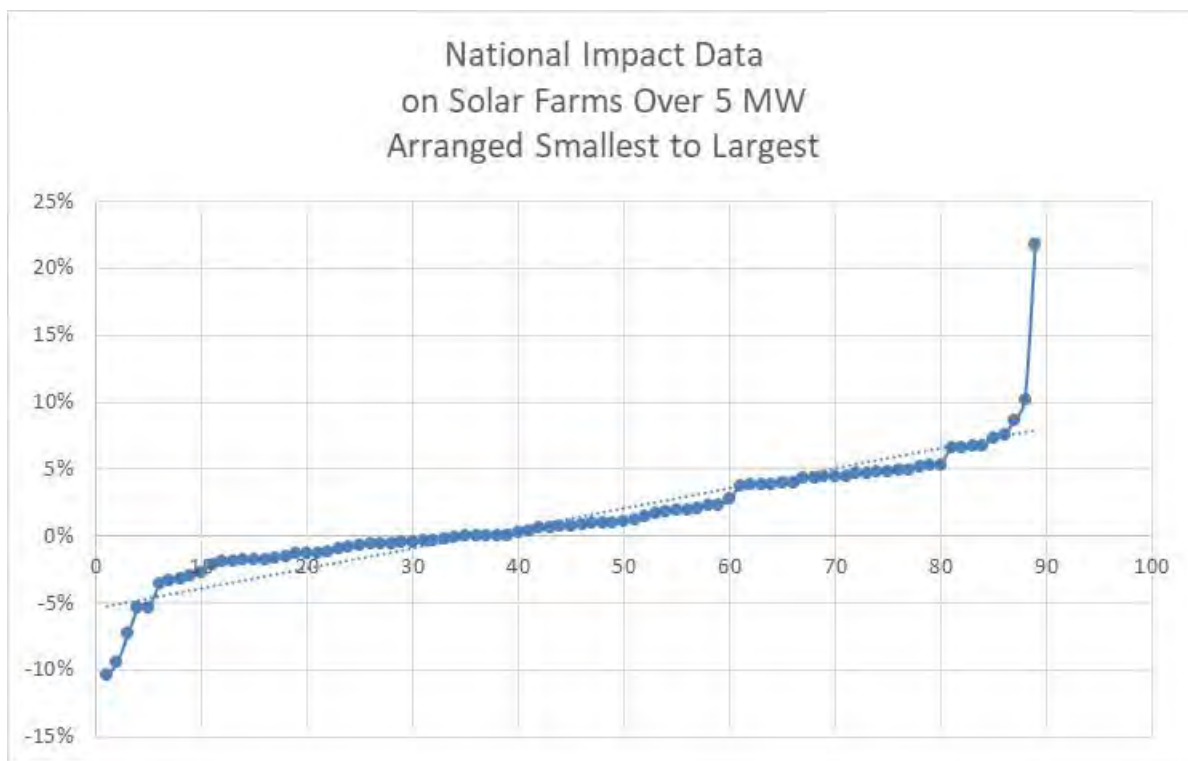
The solar farms summary is shown below with a summary of the matched pair data shown on the following page.

Matched Pair Summary						Adj. Uses By Acreage					1 mile Radius (2020 Data)			
	Name	City	State	Acres	MW	Topo Shift	Res	Ag	Ag/Res	Com/Ind	Population	Med. Income	Avg. Housing Unit	Veg. Buffer
1	AM Best	Goldsboro	NC	38	5.00	2	38%	0%	23%	39%	1,523	\$37,358	\$148,375	Light
2	Mulberry	Selmer	TN	160	5.00	60	13%	73%	10%	3%	467	\$40,936	\$171,746	Lt to Med
3	Leonard	Hughesville	MD	47	5.00	20	18%	75%	0%	6%	525	\$106,550	\$350,000	Light
4	Gastonia SC	Gastonia	NC	35	5.00	48	33%	0%	23%	44%	4,689	\$35,057	\$126,562	Light
5	Summit	Moyock	NC	2,034	80.00	4	4%	0%	94%	2%	382	\$79,114	\$281,731	Light
6	Tracy	Bailey	NC	50	5.00	10	29%	0%	71%	0%	312	\$43,940	\$99,219	Heavy
7	Manatee	Parrish	FL	1,180	75.00	20	2%	97%	1%	0%	48	\$75,000	\$291,667	Heavy
8	McBride	Midland	NC	627	75.00	140	12%	10%	78%	0%	398	\$63,678	\$256,306	Lt to Med
9	Grand Ridge	Streator	IL	160	20.00	1	8%	87%	5%	0%	96	\$70,158	\$187,037	Light
10	Dominion	Indianapolis	IN	134	8.60	20	3%	97%	0%	0%	3,774	\$61,115	\$167,515	Light
11	Mariposa	Stanley	NC	36	5.00	96	48%	0%	52%	0%	1,716	\$36,439	\$137,884	Light
12	Clarke Cnty	White Post	VA	234	20.00	70	14%	39%	46%	1%	578	\$81,022	\$374,453	Light
13	Flemington	Flemington	NJ	120	9.36	N/A	13%	50%	28%	8%	3,477	\$105,714	\$444,696	Lt to Med
14	Frenchtown	Frenchtown	NJ	139	7.90	N/A	37%	35%	29%	0%	457	\$111,562	\$515,399	Light
15	McGraw	East Windsor	NJ	95	14.00	N/A	27%	44%	0%	29%	7,684	\$78,417	\$362,428	Light
16	Tinton Falls	Tinton Falls	NJ	100	16.00	N/A	98%	0%	0%	2%	4,667	\$92,346	\$343,492	Light
17	Simon	Social Circle	GA	237	30.00	71	1%	63%	36%	0%	203	\$76,155	\$269,922	Medium
18	Candace	Princeton	NC	54	5.00	22	76%	24%	0%	0%	448	\$51,002	\$107,171	Medium
19	Walker	Barhamsville	VA	485	20.00	N/A	12%	68%	20%	0%	203	\$80,773	\$320,076	Light
20	Innov 46	Hope Mills	NC	532	78.50	0	17%	83%	0%	0%	2,247	\$58,688	\$183,435	Light
21	Innov 42	Fayetteville	NC	414	71.00	0	41%	59%	0%	0%	568	\$60,037	\$276,347	Light
22	Demille	Lapeer	MI	160	28.40	10	10%	68%	0%	22%	2,010	\$47,208	\$187,214	Light
23	Turrill	Lapeer	MI	230	19.60	10	75%	59%	0%	25%	2,390	\$46,839	\$110,361	Light
24	Sunfish	Willow Spring	NC	50	6.40	30	35%	35%	30%	0%	1,515	\$63,652	\$253,138	Light
25	Picture Rocks	Tucson	AZ	182	20.00	N/A	6%	88%	6%	0%	102	\$81,081	\$280,172	None
26	Avra Valley	Tucson	AZ	246	25.00	N/A	3%	94%	3%	0%	85	\$80,997	\$292,308	None
27	Sappony	Stony Crk	VA	322	20.00	N/A	2%	98%	0%	0%	74	\$51,410	\$155,208	Medium
28	Camden Dam	Camden	NC	50	5.00	0	17%	72%	11%	0%	403	\$84,426	\$230,288	Light
29	Grandy	Grandy	NC	121	20.00	10	55%	24%	0%	21%	949	\$50,355	\$231,408	Light
30	Champion	Pelion	SC	100	10.00	N/A	4%	70%	8%	18%	1,336	\$46,867	\$171,939	Light
31	Eddy II	Eddy	TX	93	10.00	N/A	15%	25%	58%	2%	551	\$59,627	\$139,088	Light
32	Somerset	Somerset	TX	128	10.60	N/A	5%	95%	0%	0%	1,293	\$41,574	\$135,490	Light
33	DG Amp Piqua	Piqua	OH	86	12.60	2	26%	16%	58%	0%	6,735	\$38,919	\$96,555	Light
34	Barefoot Bay	Barefoot Bay	FL	504	74.50	0	11%	87%	0%	3%	2,446	\$36,737	\$143,320	Lt to Med
35	Miami-Dade	Miami	FL	347	74.50	0	26%	74%	0%	0%	127	\$90,909	\$403,571	Light
36	Spotyslvania	Paytes	VA	3,500	500.00	160	37%	52%	11%	0%	74	\$120,861	\$483,333	Med to Hvy
37	Whitehorn	Gretna	VA	N/A	50.00	N/A	N/A	N/A	N/A	N/A	166	\$43,179	\$168,750	None to Lt
38	Altavista	Altavista	VA	720	80.00	N/A	N/A	N/A	N/A	N/A	7	\$50,000	\$341,667	Light
39	Hattiesburg	Hattiesburg	MS	400	50.00	N/A	10%	85%	5%	0%	1,065	\$28,545	\$129,921	Med
Average				372	40.43	32	24%	53%	19%	6%	1,431	\$64,314	\$240,236	
Median				160	20.00	10	15%	59%	6%	0%	551	\$60,037	\$230,288	
High				3,500	500.00	160	98%	98%	94%	44%	7,684	\$120,861	\$515,399	
Low				35	5.00	0	1%	0%	0%	0%	7	\$28,545	\$96,555	

From these 39 solar farms, I have derived 90 matched pairs. The matched pairs show no negative impact at distances as close as 105 feet between a solar panel and the nearest point on a home. The range of impacts is -10% to +22% with an average and median of +1%. The one +22% finding is an outlier with the range excluding that one sale being -10% to +10%, which I consider to be the more reliable range of findings.

	Avg.		
	MW	Distance	% Dif
Average	48.78	568	Average 1%
Median	18.00	400	Median 1%
High	617.00	2,020	High 22%
Low	5.00	145	Low -10%

While the range is broad, the two charts below show the data points in range from lowest to highest. There is only 3 data points out of 94 that show a negative impact. The rest support either a finding of no impact or 9 of the data points suggest a positive impact due to adjacency to a solar farm. As discussed earlier in this report, I consider this data to strongly support a finding of no impact on value as most of the findings are within typical market variation and even within that, most are mildly positive findings.



IX. Distance Between Homes and Panels

I have measured distances at matched pairs as close as 105 feet between panel and home to show no impact on value. This measurement goes from the closest point on the home to the closest solar panel. This is a strong indication that at this distance there is no impact on adjoining homes.

However, in tracking other approved solar farms across Virginia, North Carolina and other states, I have found that it is common for there to be homes within 100 to 150 feet of solar panels. Given the visual barriers in the form of privacy fencing or landscaping, there is no sign of negative impact.

I have also tracked a number of locations where solar panels are between 50 and 100 feet of single-family homes. In these cases the landscaping is typically a double row of more mature evergreens at time of planting. There are many examples of solar farms with one or two homes closer than 100-feet, but most of the adjoining homes are further than that distance.

X. Scope of Research

I have researched over 1,000 solar farms and sites on which solar farms are existing and proposed in Virginia, Illinois, Tennessee, North Carolina, Kentucky as well as other states to determine what uses are typically found in proximity with a solar farm. The data I have collected and provide in this report strongly supports the assertion that solar farms are having no negative consequences on adjoining agricultural and residential values.

Beyond these references, I have quantified the adjoining uses for a number of solar farm comparables to derive a breakdown of the adjoining uses for each solar farm. The chart below shows the breakdown of adjoining or abutting uses by total acreage.

Percentage By Adjoining Acreage									
	Res	Ag	Res/AG	Comm	Ind	Avg Home	Closest Home	All Res Uses	All Comm Uses
Average	19%	53%	20%	2%	6%	887	344	91%	8%
Median	11%	56%	11%	0%	0%	708	218	100%	0%
High	100%	100%	100%	93%	98%	5,210	4,670	100%	98%
Low	0%	0%	0%	0%	0%	90	25	0%	0%
Res = Residential, Ag = Agriculture, Com = Commercial									
Total Solar Farms Considered: 705									

I have also included a breakdown of each solar farm by number of adjoining parcels to the solar farm rather than based on adjoining acreage. Using both factors provide a more complete picture of the neighboring properties.

Percentage By Number of Parcels Adjoining									
	Res	Ag	Res/AG	Comm	Ind	Avg Home	Closest Home	All Res Uses	All Comm Uses
Average	61%	24%	9%	2%	4%	887	344	93%	6%
Median	65%	19%	5%	0%	0%	708	218	100%	0%
High	100%	100%	100%	60%	78%	5,210	4,670	105%	78%
Low	0%	0%	0%	0%	0%	90	25	0%	0%
Res = Residential, Ag = Agriculture, Com = Commercial									
Total Solar Farms Considered: 705									

Both of the above charts show a marked residential and agricultural adjoining use for most solar farms. Every single solar farm considered included an adjoining residential or residential/agricultural use.

XI. Specific Factors Related To Impacts on Value

I have completed a number of Impact Studies related to a variety of uses and I have found that the most common areas for impact on adjoining values typically follow a hierarchy with descending levels of potential impact. I will discuss each of these categories and how they relate to a solar farm.

1. Hazardous material
2. Odor
3. Noise
4. Traffic
5. Stigma
6. Appearance

1. Hazardous material

A solar farm presents no potential hazardous waste byproduct as part of normal operation. Any fertilizer, weed control, vehicular traffic, or construction will be significantly less than typically applied in a residential development and even most agricultural uses.

The various solar farms that I have inspected and identified in the addenda have no known environmental impacts associated with the development and operation.

2. Odor

The various solar farms that I have inspected produced no odor.

3. Noise

Whether discussing passive fixed solar panels, or single-axis trackers, there is no negative impact associated with noise from a solar farm. The transformer reportedly has a hum similar to an HVAC that can only be heard in close proximity to this transformer and the buffers on the property are sufficient to make emitted sounds inaudible from the adjoining properties. Even less sound is emitted from the facility at night.

The various solar farms that I have inspected were inaudible from the roadways.

4. Traffic

The solar farm will have no onsite employee's or staff. The site requires only minimal maintenance. Relative to other potential uses of the site (such as a residential subdivision), the additional traffic generated by a solar farm use on this site is insignificant.

5. Stigma

There is no stigma associated with solar farms and solar farms and people generally respond favorably towards such a use. While an individual may express concerns about proximity to a solar farm, there is no specific stigma associated with a solar farm. Stigma generally refers to things such as adult establishments, prisons, rehabilitation facilities, and so forth.

Solar panels have no associated stigma and in smaller collections are found in yards and roofs in many residential communities. Solar farms are adjoining elementary, middle and high schools as well as churches and subdivisions. I note that one of the solar farms in this report not only adjoins a church, but is actually located on land owned by the church. Solar panels on a roof are often cited as an enhancement to the property in marketing brochures.

I see no basis for an impact from stigma due to a solar farm.

6. Appearance

I note that larger solar farms using fixed or tracking panels are a passive use of the land that is in keeping with a rural/residential area. As shown below, solar farms are comparable to larger greenhouses. This is not surprising given that a greenhouse is essentially another method for collecting passive solar energy. The greenhouse use is well received in residential/rural areas and has a similar visual impact as a solar farm.



The solar panels are all less than 15 feet high, which means that the visual impact of the solar panels will be similar in height to a typical greenhouse and lower than a single-story residential dwelling. Were the subject property developed with single family housing, that development would have a much greater visual impact on the surrounding area given that a two-story home with attic could be three to four times as high as these proposed panels.

Whenever you consider the impact of a proposed project on viewshed or what the adjoining owners may see from their property it is important to distinguish whether or not they have a protected viewshed or not. Enhancements for scenic vistas are often measured when considering properties that adjoin preserved open space and parks. However, adjoining land with a preferred view today conveys no guarantee that the property will continue in the current use. Any consideration of the impact of the appearance requires a consideration of the wide variety of other uses a property already has the right to be put to, which for solar farms often includes subdivision development, agricultural business buildings such as poultry, or large greenhouses and the like.

Dr. Randall Bell, MAI, PhD, and author of the book **Real Estate Damages**, Third Edition, on Page 146 “Views of bodies of water, city lights, natural settings, parks, golf courses, and other amenities are considered desirable features, particularly for residential properties.” Dr. Bell continues on Page 147 that “View amenities may or may not be protected by law or regulation. It is sometimes argued that views have value only if they are protected by a view easement, a zoning ordinance, or covenants, conditions, and restrictions (CC&Rs), although such protections are relatively

uncommon as a practical matter. The market often assigns significant value to desirable views irrespective of whether or not such views are protected by law.”

Dr. Bell concludes that a view enhances adjacent property, even if the adjacent property has no legal right to that view. He then discusses a “borrowed” view where a home may enjoy a good view of vacant land or property beyond with a reasonable expectation that the view might be partly or completely obstructed upon development of the adjoining land. He follows that with “This same concept applies to potentially undesirable views of a new development when the development conforms to applicable zoning and other regulations. Arguing value diminution in such cases is difficult, since the possible development of the offending property should have been known.” In other words, if there is an allowable development on the site then arguing value diminution with such a development would be difficult. This further extends to developing the site with alternative uses that are less impactful on the view than currently allowed uses.

This gets back to the point that if a property has development rights and could currently be developed in such a way that removes the viewshed such as a residential subdivision, then a less intrusive use such as a solar farm that is easily screened by landscaping would not have a greater impact on the viewshed of any perceived value adjoining properties claim for viewshed. Essentially, if there are more impactful uses currently allowed, then how can you claim damages for a less impactful use.

XII. Conclusion

The matched pair analysis shows no negative impact in home values due to abutting or adjoining a solar farm as well as no impact to abutting or adjacent vacant residential or agricultural land. The criteria that typically correlates with downward adjustments on property values such as noise, odor, and traffic all support a finding of no impact on property value.

Very similar solar farms in very similar areas have been found by hundreds of towns and counties not to have a substantial injury to abutting or adjoining properties, and many of those findings of no impact have been upheld by appellate courts. Similar solar farms have been approved adjoining agricultural uses, schools, churches, and residential developments.

I have found no difference in the mix of adjoining uses or proximity to adjoining homes based on the size of a solar farm and I have found no significant difference in the matched pair data adjoining larger solar farms versus smaller solar farms. The data in the Southeast is consistent with the larger set of data that I have nationally, as is the more specific data located in and around Virginia.

Based on the data and analysis in this report, it is my professional opinion that the solar farm proposed at the subject property will have no negative impact on the value of adjoining or abutting property. I note that some of the positive implications of a solar farm that have been expressed by people living next to solar farms include protection from future development of residential developments or other more intrusive uses, reduced dust, odor and chemicals from former farming operations, protection from light pollution at night, it's quiet, and there is no traffic.

XIII. Certification

I certify that, to the best of my knowledge and belief:

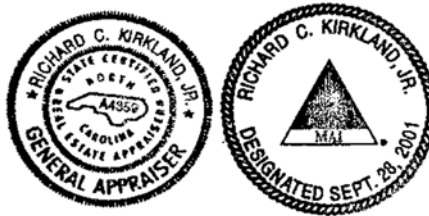
1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results;
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal;
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
10. I have not made a personal inspection of the property that is the subject of this report, and;
11. No one provided significant real property appraisal assistance to the person signing this certification.
12. As of the date of this report I have completed the continuing education program for Designated Members of the Appraisal Institute;
13. I provided an earlier analysis on this project with a slightly different layout on November 11, 2019 and again on February 13, 2023. I have not completed any other appraisal related assignments regarding this project within the three years prior to engagement in this current assignment.

Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute and the National Association of Realtors.

Neither all nor any part of the contents of this appraisal report shall be disseminated to the public through advertising media, public relations media, news media, or any other public means of communications without the prior written consent and approval of the undersigned.



Richard C. Kirkland, Jr., MAI
State Certified General Appraiser





Kirkland Appraisals, LLC

Richard C. Kirkland, Jr., MAI
9408 Northfield Court
Raleigh, North Carolina 27603
Mobile (919) 414-8142
rkirkland2@gmail.com
www.kirklandappraisals.com

Professional Experience

Kirkland Appraisals, LLC , Raleigh, N.C. Commercial appraiser	2003 – Present
Hester & Company , Raleigh, N.C. Commercial appraiser	1996 – 2003

Professional Affiliations

MAI (Member, Appraisal Institute) designation #11796	2001
NC State Certified General Appraiser # A4359	1999
VA State Certified General Appraiser # 4001017291	
SC State Certified General Appraiser # 6209	
FL State Certified General Appraiser # RZ3950	
GA State Certified General Appraiser # 321885	
MI State Certified General Appraiser # 1201076620	
PA State Certified General Appraiser # GA004598	
OH State Certified General Appraiser # 2021008689	
IN State Certified General Appraiser # CG42100052	

Education

Bachelor of Arts in English , University of North Carolina, Chapel Hill	1993
--	------

Continuing Education

Uniform Standards of Professional Appraisal Practice Update	2022
Sexual Harassment Prevention Training	2021
Appraisal of Land Subject to Ground Leases	2021
Florida Appraisal Laws and Regulations	2020
Michigan Appraisal Law	2020
Uniform Standards of Professional Appraisal Practice Update	2020
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)	2019
The Cost Approach	2019
Income Approach Case Studies for Commercial Appraisers	2018
Introduction to Expert Witness Testimony for Appraisers	2018
Appraising Small Apartment Properties	2018
Florida Appraisal Laws and Regulations	2018
Uniform Standards of Professional Appraisal Practice Update	2018
Appraisal of REO and Foreclosure Properties	2017
Appraisal of Self Storage Facilities	2017
Land and Site Valuation	2017
NCDOT Appraisal Principles and Procedures	2017
Uniform Standards of Professional Appraisal Practice Update	2016
Forecasting Revenue	2015
Wind Turbine Effect on Value	2015

Supervisor/Trainee Class	2015
Business Practices and Ethics	2014
Subdivision Valuation	2014
Uniform Standards of Professional Appraisal Practice Update	2014
Introduction to Vineyard and Winery Valuation	2013
Appraising Rural Residential Properties	2012
Uniform Standards of Professional Appraisal Practice Update	2012
Supervisors/Trainees	2011
Rates and Ratios: Making sense of GIMs, OARs, and DCFs	2011
Advanced Internet Search Strategies	2011
Analyzing Distressed Real Estate	2011
Uniform Standards of Professional Appraisal Practice Update	2011
Business Practices and Ethics	2011
Appraisal Curriculum Overview (2 Days – General)	2009
Appraisal Review - General	2009
Uniform Standards of Professional Appraisal Practice Update	2008
Subdivision Valuation: A Comprehensive Guide	2008
Office Building Valuation: A Contemporary Perspective	2008
Valuation of Detrimental Conditions in Real Estate	2007
The Appraisal of Small Subdivisions	2007
Uniform Standards of Professional Appraisal Practice Update	2006
Evaluating Commercial Construction	2005
Conservation Easements	2005
Uniform Standards of Professional Appraisal Practice Update	2004
Condemnation Appraising	2004
Land Valuation Adjustment Procedures	2004
Supporting Capitalization Rates	2004
Uniform Standards of Professional Appraisal Practice, C	2002
Wells and Septic Systems and Wastewater Irrigation Systems	2002
Appraisals 2002	2002
Analyzing Commercial Lease Clauses	2002
Conservation Easements	2000
Preparation for Litigation	2000
Appraisal of Nonconforming Uses	2000
Advanced Applications	2000
Highest and Best Use and Market Analysis	1999
Advanced Sales Comparison and Cost Approaches	1999
Advanced Income Capitalization	1998
Valuation of Detrimental Conditions in Real Estate	1999
Report Writing and Valuation Analysis	1999
Property Tax Values and Appeals	1997
Uniform Standards of Professional Appraisal Practice, A & B	1997
Basic Income Capitalization	1996

Appendix 13: Real Estate Taxes

T A X T I C K E T - Y E A R 2 0 2 3
BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Ticket #:00034420001
Date : 4/28/2023

Dept # : RE2023
ACCT # : 2462

REAL ESTATE 2023
RT 672 - 2 MI S OF 43 50
NEW CANTON 76.78 AC

Previous Principal	
Balance \$	433.13
IMPROVEMENTS	
USE VALUE	
LAND VALUE	157500
DISCOUNT AMT	.00
ACRES	76.780
Penalty \$	.00
Interest \$	.00
*Balance Due \$	.00

DICK PURCELL LAND CATTLE & TBR CORP
& BICKFORD FAMILY LANDS LLC
PO BOX 192
NEW CANTON VA
23123

* Penalty & Interest calculated through 2023/10.

(DUPLICATE)

T A X T I C K E T - Y E A R 2 0 2 3
BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Ticket #:00034430001
Date : 4/28/2023

Dept # : RE2023
ACCT # : 13555

REAL ESTATE 2023
RT 672 - 2 MI S OF 43 50A
NEW CANTON 14.67 AC

Previous Principal	
Balance \$	108.63
IMPROVEMENTS	
USE VALUE	
LAND VALUE	39500
DISCOUNT AMT	.00
ACRES	14.670
Penalty \$	.00
Interest \$	.00
*Balance Due \$	.00

DICK PURCELL LAND CATTLE & TBR CORP
& BICKFORD FAMILY LANDS LLC
PO BOX 192
NEW CANTON VA
23123

* Penalty & Interest calculated through 2023/10.

(DUPLICATE)

TAX TICKET - YEAR 2023
BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Ticket #:00034440001
Date : 4/28/2023

Dept # : RE2023
ACCT # : 2463

REAL ESTATE 2023
OFF RT 672 - 2 MI S OF 43 51
NEW CANTON 329.55 AC

Previous Principal	
Balance \$	1431.65
IMPROVEMENTS	
USE VALUE	
LAND VALUE	520600
DISCOUNT AMT	.00
ACRES	329.550
Penalty \$	.00
Interest \$	.00
*Balance Due \$	.00

DICK PURCELL LAND CATTLE & TBR CORP
& BICKFORD FAMILY LANDS LLC
C/O JOHN E BICKFORD
PO BOX 192
NEW CANTON VA
23123

* Penalty & Interest calculated through 2023/10.

(DUPLICATE)

T A X T I C K E T - Y E A R 2 0 2 3
BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Ticket #:00020210001
Date : 4/28/2023

Dept # : RE2023
ACCT # : 2453

REAL ESTATE 2023
RT 727 - 3 MI E OF 43 41
ORE BANK 385.6 AC

Previous Principal	
Balance \$	1932.43
IMPROVEMENTS	
USE VALUE	
LAND VALUE	702700
DISCOUNT AMT	.00
ACRES	385.600
Penalty \$	.00
Interest \$	.00
*Balance Due \$	.00

BTG PACTUAL OEF PROPERTY 2 LP
C/O PROPERTY TAX ADMIN
PO BOX 3349
ALBANY GA
31706

* Penalty & Interest calculated through 2023/10.

(DUPLICATE)

TAX TICKET - YEAR 2023
BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Ticket #:00020280001
Date : 4/28/2023

Dept # : RE2023
ACCT # : 3289

REAL ESTATE 2023
RT 727 - 2 MI SE OF 54 190
ORE BANK 100 AC

Previous Principal	
Balance \$	391.05
IMPROVEMENTS	
USE VALUE	
LAND VALUE	142200
DISCOUNT AMT	.00
ACRES	100.000
Penalty \$	.00
Interest \$	.00
*Balance Due \$	.00

BTG PACTUAL OEF PROPERTY 2 LP
C/O PROPERTY TAX ADMIN
PO BOX 3349
ALBANY GA
31706

* Penalty & Interest calculated through 2023/10.

(DUPLICATE)

T A X T I C K E T - Y E A R 2 0 2 3
BUCKINGHAM COUNTY
CHRISTY L CHRISTIAN
(434) 969-4744
POST OFFICE BOX 106
BUCKINGHAM VA 23921

Ticket #:00020270001
Date : 4/28/2023

Dept # : RE2023
ACCT # : 3256

REAL ESTATE 2023
RT 718 - 3 MI SE OF 54 157
ORE BANK 166.25 AC

Previous Principal	
Balance \$	900.63
IMPROVEMENTS	
USE VALUE	
LAND VALUE	327500
DISCOUNT AMT	.00
ACRES	166.250
Penalty \$	.00
Interest \$	.00
*Balance Due \$	.00

BTG PACTUAL OEF PROPERTY 2 LP
C/O PROPERTY TAX ADMIN
PO BOX 3349
ALBANY GA
31706

* Penalty & Interest calculated through 2023/10.

(DUPLICATE)

Appendix 14: Property Deeds

BOOK 467 PAGE 777

#2080-45

PREPARED BY:
 Spotts Fain, PC
 Attn: John W. Anderson, Esquire
 VSB #: 17024
 411 E. Franklin Street, Suite 600
 Richmond, Virginia 23219

RETURN TO:
 Fidelity National Title Insurance Company
 Attn: Dianne Boyle
 1901 Pennsylvania Ave., NW, Suite 201
 Washington, DC 20006

Assessed Value: \$13,531,800.00
 Consideration: \$12,353,671.39

Parcel Identification Numbers: 170-18; 170-30; 169-57; 52-17; 29-3; 40-18; 28-8; 29-2; 54-157; 28-7; 18-23; 54-190; 182-27; 40-29; 40-14; 41-20; 173-11; 53-6; 40-28; 41-1; 53-16; 41-19; 19-16; 173-62; 190-36; 173-18; 190-28; 85-18; 43-41; 140-4; 152-10; 140-11; 86-3; 52-18; 40-15; and 53-8

Title Insurance Underwriter: Fidelity National Title Insurance Company

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 30 day of December, 2019 by and between AMERICAN TIMBERLAND, LLC, a Delaware limited liability company (the "Grantor"), and BTG PACTUAL OEE PROPERTY 2, L.P., a Delaware limited partnership (the "Grantee"), whose address is 1180 Peachtree Street NE., Suite 1810, Atlanta, GA 30309.

WITNESSETH:

In consideration of Ten and 00/100 Dollars (\$10.00) cash in hand paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants, sells and conveys with Special Warranty of Title to the Grantee, in fee simple, the real property described on Exhibit A attached hereto (the "Property").

This conveyance is subject to the agreements, easements, covenants, conditions, restrictions and reservations of record applicable to the Property or any portion thereof

(Signature on the following page.)

WITNESS the following authorized signature:

AMERICAN TIMBERLAND, LLC,
a Delaware limited liability company

By: BTG Pactual Asset Management US, LLC, its
Manager

By: David Cassels (SEAL)
Name: David Cassels
Title: Authorized Signatory

STATE OF Arkansas)
CITY/COUNTY OF Monticello/Drew) to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, on this 10th day of December, 2019, by David Cassels, as Auth. Sign. of American Timberland, LLC, a Delaware limited liability company, on behalf of the company.

My commission expires: 11/12/28
Notary Registration No. 12363988

MEGHAN SCOGIN
NOTARY PUBLIC-STATE OF ARKANSAS
DREW COUNTY
My Commission Expires 01-12-2028
Commission # 12363988

Meghan Scogin
Notary Public

Exhibit A

TRACT NUMBER BK-002 (WHARAM)

All that certain tract or parcel of land containing 42 acres, more or less, in Marshall Magisterial District of, Buckingham County, Virginia, adjoining the lands now or formerly owned by Milton Bransford on the north and south, the lands now or formerly owned by J. B. Wood on the west, and the lands now or formerly owned by Frank Wheeler on the east, and being particularly described by a plat made by Carroll Gillisple, C.L.S., on June 3, 1952, which plat describes this tract as containing 49.51 acres, more or less.

TRACT NUMBER BK-003 (NOBLE)

All that certain tract of land in Slate River District of Buckingham County, Virginia, containing Two Hundred and Thirty (230) acres, more or less, known as the "Agee Tract", adjoining the land now or formerly owned by Silas Bryant, Andrew Miller, Neal Bros., Boyd Banks, Sidney Jones, Archer Wooldridge, Mrs. Frank Thomas, Charles Newton, William Brown et als and lying on the Virginia Mills Road and being the same property shown by a plat attached to a deed dated July 2, 1951, from John W. Noble et als to F. I. Lesueur.

TRACT NUMBER BK-004 (SNODDY)

All of that certain tract or parcel of land lying, being and situate in Marshall District, Buckingham County, Virginia, on the Slate River, bounded on the west by the Slate River, on the north by the land now or formerly owned by Fountain, on the east by the land now or formerly owned by John Jones and on the south by the County Road, and containing one hundred and fifteen (115) acres, more or less; a plat of the said property being recorded in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 24 at page 162.

LESS AND EXCEPT that certain parcel of land containing 1.41 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated May 26, 1971, recorded July 20, 1971 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 84 at page 476.

LESS AND EXCEPT that certain parcel of land containing 2.37 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 347.

TRACT NUMBER BK-006 (BRYANT)

All of that certain tract of land in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and ninety-nine (199) acres, more or less, adjoining the lands now or formerly owned by Philip Jones, the lands now or formerly comprising the Charles Davis estate, the lands now or formerly owned by M. E. Nicholas, William Farley's estate and others and further described by the courses and distances of a plat and survey with the deed from Etta F. Caldwell et al to the Federal Land Bank, recorded in Deed Book 23 at page 21 et seq. reference to which is hereby made.

TRACT NUMBER BK-007 (HARVEY)

All of that certain tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and seventy (170) acres, more or less, bounded on the north by the lands now or formerly known as the Gregory Tract, Sidney Jones, and the Wooldridge Tract, on the east by a branch and the lands now or formerly owned by Paul Noble, on the south by the lands now or formerly owned by Crews and others, and on the west by the lands now or formerly owned by Crews, and being more fully described by a plat thereof made by Emmett D. Gillisple, S.B.C., in July, 1951 and recorded in The Buckingham County (Circuit Court) Clerk's Office in Deed Book 53 at Page 590; however, a four (4) acre piece at the northeast tip of said plat is not included in the 170 acres hereby conveyed.

*Note: "Circuit Court" missing from prior legal description.

TRACT NUMBER BK-008 (EMERSON)

All of that certain parcel of land in Marshall District of Buckingham County, Virginia, containing 166 1/4 acres, more or less, lying on Phelps Creek and adjoining the lands now or formerly owned by E. A. Goodman estate; the lands now or formerly owned by Perkins Glover estate, the lands now or formerly owned by W. H. Baber and others, and fully described by the metes and bounds of a plat thereof, of record in Deed Book 36 at page 518, made by J. Stanley Reynolds in August, 1879, the lot hereby conveyed being Lot #2, of the said plat.

54-157
*

TRACT NUMBER BK-010 (MCCLANAHAN)

Parcel 1:

All of that certain parcel or tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and ten (110) acres, more or less, bounded on the north and northwest by the Virginia Mill Road, the lands now or formerly of the estate of the late W. R. Taggart and the lands now or formerly of the estate of the late Martha Ford, on the west by the lands now or formerly of M. E. Nicholas, on the south by the lands now or formerly of Richard Bryant, and on the east by the lands now or formerly of George Harris, formerly owned by one Jones; and being particularly described by a plat made by Emmett D. Gillispie, S.B.C., in December of 1951, which plat is attached and made a part of the deed recorded in Deed Book 54 at page 197.

28-1

Parcel 2:

All of that certain parcel or tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and eight (108) acres, more or less; and being in all respects the same lands conveyed unto the LeRoy E. White and W. A. McClanahan by Myrtle Maude Cobb, widow, by deed dated December 4, 1951 and recorded in the Buckingham County Clerk's office in Deed Book 54 at page 114,

18-1

LESS AND EXCEPT for eight acres of the 116 acre tract, conveyed by the above mentioned deed, which eight acres which are not hereby conveyed are shown by a plat made by Emmett D. Gillispie, S.B.C., in December 1951, which plat is attached and made a part of the deed recorded in Deed Book 54 at page 196; reference is hereby made to the above mentioned deed and plat for a more complete description of the lands hereby conveyed and the lands excepted and reserved as hereinabove stated.

LESS AND EXCEPT that portion of property conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 328 at page 300.

(BK-015)

TRACT NUMBER BIB-015 (R. B. JONES)

All of that certain tract or parcel of land lying in Marshall Magisterial District of Buckingham County, Virginia, containing one hundred (100) acres, more or less, bounded on the north by the lands now or formerly owned by Yancey, on the east by other lands now or formerly owned by Berkley Jones, on the south by the lands now or formerly known as the Old White Tract, and on the west by the lands now or formerly owned by Pankey and Neal Brown, and being particularly and completely described by a plat made by Carroll Gillispie, C.L.S., on March 31, 1952, which plat is attached and made a part of the deed recorded in Deed Book 55 at page 272.

54-190
*

TRACT NUMBER BK-033 (BEDFORD-HARRISON)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at "A" a poplar on the southwestern side of Slate River about 47 feet from the River corner to land formerly belonging to J. W. Snoddy; thence S. 50 degrees 45 minutes W. 2524 feet to a small white oak and hickory; thence S. 34 degrees 31 minutes W. 1857 feet to a large white oak stump and iron; thence S. 50 degrees 15 minutes W. 1292 feet to a spanish oak stump and iron, 6 feet S. 7 degrees west of a beech; thence S. 24 degrees 30 minutes W. 617 feet to a double white oak; thence S. 48 degrees W. 297 feet to a white oak; thence S. 23 degrees 45 minutes W. 622 feet to a corner in road; thence S. 15 degrees 16 minutes E. 332 feet to a point ("B"); thence S. 62 degrees W. 303 feet to three dogwoods; thence N. 63 degrees 15 minutes W. 660 feet to a stake between oak and hickory; thence S. 44 degrees 45 minutes W. 990 feet to small red oak white oak pointers; thence N. 35 degrees W. 1284 feet to a walnut; thence S. 89 degrees 45 minutes W. 1534 feet to an ash near the eastern bank of Slate River; thence along said River N. 46 degrees 15 minutes E. 461 feet N. 24 degrees E. 400 feet N. 44 degrees W. 600 feet N. 18 degrees E. 1200 feet N. 23 degrees W. 100 feet N. 38 degrees W. 251 feet N. 79 degrees 30 minutes W. 780 feet N. 63 degrees W. 661 feet N. 500 feet N. 39 degrees E. 200 feet N. 69 degrees E. 200 feet N. 80 degrees E. 751 feet E. 1000 feet N. 85 degrees E. 200 feet N. 55 degrees E. 2000 feet N. 75 degrees E. 1300 feet N. 55 degrees E. 500 feet N. 75 degrees E. 1650 feet E. 400 feet S. 73 degrees E. 1000 feet S. 45 degrees E. 1156 feet to the place of beginning and containing 713.6 acres according to a plat and survey made by Edward S. Coles, C. E., December, 1936, attached to a certain deed from Lillie A. Harrison, widow, to Bedford Timber and Land Corporation, dated December 22, 1936, and recorded in said Clerk's office in Deed Book 37 at page 614, except the line from "A" to "B" above which was re-surveyed by Carroll Gillisple, C. L. S., March 30, 1954.

TRACT NUMBER BK-034 (BEDFORD-BERRY)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at a white oak on Diana Mills Road (Rt. 671) corner to lands now or formerly belonging to estate of William Williams and surrounded by the lands of said estate; thence S. 13 degrees 45 minutes E. 2182 feet to a stake; thence N. 42 degrees 20 minutes E. 2042 feet to a rock pile on said road; thence along said road and crossing same N. 72 degrees W. 1995 feet to the place of beginning and containing 42.6 acres, more or less, according to a plat and survey of the same made by J. G. Trent, Civil Engineer dated December 10, 1923, and attached to and made a part of a certain deed bearing date March 20, 1930, of record in said Clerk's Office in Deed Book 33 at page 269, by and between F. H. Spencer, et als, and J. I. Berry.

TRACT NUMBER BK-035 (BEDFORD-JONES)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit: BEGINNING at an old gate corner to lands now or formerly owned by P. W. Lightfoot and J. R. and E. R. Williams; thence along old road as it meanders S. 59 1/2 degrees W. 4.20 chains S. 47 1/2 degrees W. 4.05 chains S. 64 1/2 degrees W. 2.36 chains N. 73 degrees W. 3.70 chains S. 57 1/2 degrees W. 5.80 chains N. 88 1/2 degrees W. 8.20 chains N. 57 degrees W. 3.15 chains N. 70 1/2 degrees W. 3.20 chains N. 75 degrees W. 3.20 chains N. 81 1/2 degrees W. 4.54 chains N. 77 degrees W. 15.30 chains N. 75 degrees W. 8.49 chains N. 86 degrees W. 1.78 chains to corner with lands now or formerly owned by Imboden; thence leaving said road N. 42 degrees 30 minutes E. 15.11 chains to a stone; thence S. 83 degrees 30 minutes E. 25.40 chains to a white oak; thence N. 10 degrees E. 23.20 chains to a wild cherry in corner fence; thence due east 13 chains to rocky creek; thence due east 10.20 chains to a black oak; thence S. 3 degrees W. 27.43 chains to the place of beginning and containing 136 acres and 83 poles, more or less, according to a plat and survey thereof made by H. J. Nicholas, C. E., dated March 7, 1898, attached to a certain deed by and between Jennie S. Jones, et vir, and Bedford Pulp and Paper Company, Inc. of record in said Clerk's Office in Deed Book 23 at page 491.

TRACT NUMBER BK-040 (BEDFORD-HUBBARD)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at a beech near an old dam in the center of Whispering Creek, corner to lands now or formerly owned by Lesueur; thence down Whispering Creek as it meanders 332 poles along the line of lands now or formerly owned by R. T. Hubbard to the corner of lands now or formerly owned by E. P. Shepard; thence leaving said Creek, S. 92 degrees W. 54 poles to a point; thence N. 58 degrees W. 46 2/3 poles to a point in Caira Road; thence along old Caira Road, the lands now or formerly owned by the estate of Col. E. W. Hubbard, in a westerly direction 77 poles to a point; thence leaving said Road N. 16 E. 16 poles to a point, N. 36 poles to a point; N. 26 E. 6 1/2 poles to a point in the road to Farmville; thence N. 74 degrees W. 13 poles to a point, S. 55 W. 25 1/2 poles to a point, S. 23 W. 48 poles to a point in old Caira Road; thence along said road in a westerly direction 57 1/2 poles to a corner on such Lesueur line; thence along his line N. 7 degrees E. 194 poles to the place of beginning and containing 211 1/2 acres, more or less, according to a plat and survey of the same made by Paul McRae, County Surveyor of Cumberland County, April 1913; which was attached to a certain deed bearing date December 30, 1922, from Bolling H. Terrell, et vir, to J. W. Catlett of record in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 28 at page 235.

LESS AND EXCEPT that certain parcel of land containing 2.90 acres, more or less, conveyance made to the Commonwealth of Virginia by deed dated January 15, 1965, recorded May 26, 1965 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 74 at page 15.

LESS AND EXCEPT that certain parcel of land containing 0.72 acres, more or less, conveyed to the County of Buckingham by deed dated March 10, 1976, recorded May 13, 1976 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 100 at page 591.

LESS AND EXCEPT that certain parcel of land containing 107.12 acres, more or less, conveyed to Ryanite Mining Corporation by Deed recorded in Deed Book 184 at page 613.

TRACT NUMBER BK-044 (BEDFORD-PUTNEY)

All that certain tract or parcel of land known as the Putney tract situate in Marshall Magisterial District, Buckingham County, Virginia, and described by metes and bounds as follows:

Beginning at point in the center of Diana Mills Road at intersection of private road, corner to the lands now or formerly owned by James Clark; thence along Diana Mills Road, N. 67 degrees W. 358 feet N. 65 degrees W. 245 feet N. 23 degrees W. 423 feet near stone; thence leaving said road N. 27 degrees 30 minutes E. 1600 feet to a point in Penland Road; thence N. 34 degrees E. 1335 feet to a point; thence S. 42 degrees E. 154 feet to a point in a road; thence along said road N. 35 degrees 30 minutes E. 510 feet N. 22 degrees E. 555 feet to a point near White oak; thence leaving said road S. 62 degrees 30 minutes E. 942 feet S. 40 degrees E. 400 feet E. 200 feet N. 79 degrees 30 minutes E. 1090 feet N. 83 degrees E. 1350 feet to a dogwood near a creek; thence S. 45 degrees 45 minutes W. 4890 feet to three poplars; thence S. 31 degrees 30 minutes W. 677 feet to rocks; thence S. 5 degrees 30 minutes W. 765 feet to a stake; thence S. 68 degrees W. 290 feet to a point in said Diana Mills Road; thence along said road N. 18 degrees W. 150 feet N. 22 degrees W. 504 feet N. 41 degrees W. 780 feet to the place of beginning, and containing 263 acres, more or less, according to a plat and survey thereof made by J. G. Trent, Civil Engineer, April 1923, which was attached to the deed to Bedford Timber and Land Corporation; together with other land, if any, conveyed to said Bedford Timber and Land Corporation by deed from Mary S. Putney, et al, dated April 18, 1923, of record in said Clerk's Office in Deed Book 28 at page 144.

LESS AND EXCEPT that certain parcel of land containing 2.10 acres, more or less, conveyed to the Commonwealth of Virginia, by deed dated June 12, 1970, recorded August 20, 1970 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 82 at page 594.

LESS AND EXCEPT that certain parcel of land containing 0.50 acres, more or less, conveyed to the Commonwealth of Virginia, by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 347.

LESS AND EXCEPT that certain parcel of land containing 4.34 acres, more or less, conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 168 at page 606.

TRACT NUMBER BK-045 (BEDFORD-PETTIT)

all that certain tract or parcel of land known as the Pettit tract, situate in Marshall Magisterial District, Buckingham County, Virginia, and described by metes and bounds as follows:

Beginning at a corner stake on the east side of a road, corner to lands now or formerly belonging to R. B. Layne and Waverly Chambers and the land herein conveyed; thence with the lands now or formerly owned by the said Chambers and the lands now or formerly belonging to John Jones and B. W. Snoddy, S. 56 degrees W. 1312 feet to a cherry, S. 47 degrees W. 249 feet to a stake; S. 51 degrees W. 162 feet to a redbud, S. 65 degrees W. 658 feet to a burnt oak stump, S. 58 1/2 degrees W. 243 feet to a dogwood, S. 52 3/4 degrees W. 130 feet to oak stump and chestnut pointers; thence N. 44 degrees W. crossing roads 3105 feet to the center of Slate River; thence down the said River N. 47 1/2 degrees E. 396 feet N. 6 degrees E. 312 feet, N. 18 1/2 degrees W. 312 feet N. 44 1/4 degrees W. 222 feet, N. 47 3/4 degrees W. 268 feet, N. 59 1/2 degrees W. 120 feet, S. 87 degrees W. 235 feet, S. 76 degrees W. 144 feet, N. 87 degrees W. 124 feet to a point in said River; thence N. 2 degrees E. 30 feet to an ash; thence N. 60 degrees E. 759 feet to a hickory, N. 24 1/4 degrees E. 1080 feet to a stake and pine and chestnut pointers; thence N. 85 degrees E. along an old hedge 1058 1/2 feet to a walnut; thence with the lands now or formerly belonging to Harrison and Benjamin Woolridge, S. 38 degrees E. along an old hedge, 1287 feet to a small red oak; thence N. 40 degrees E. 990 feet to oak and hickory pointers; thence S. 69 degrees E. 660 feet to three dogwoods; thence N. 52 1/2 degrees E. 509 feet to a stake on the east side of the road, which is 25 feet southwesterly from two hickories; thence with the lands now or formerly belonging to the said R. B. Layne S. 10 degrees E. 3282 feet to the place of beginning and containing 361 1/2 acres, according to a plat and survey of the same made March 22, 23, 1921, by William Bagbee, Surveyor, which is attached and made a part of the deed recorded in Deed Book 58 at page 156.

TRACT NUMBER BK-046 (CATLETT-FORD)

All of that certain tract or parcel of land, lying being and situate in Marshall Magisterial District, Buckingham County, Virginia, formerly known as the "Thomas H. Ford Estate", containing three hundred and eighty (380) acres, more or less, and being more particularly described by the metes and bounds of a plat thereof made by Carroll Gillispie, C.L.S., S.B.C. on November 30, December 1 and 31, 1954, which said plat has been recorded in the office of the Clerk of the Circuit Court of Buckingham County, Virginia, in Deed Book 58 at page 114; the said property is bounded on the north by Slate River; on the west by the property now or formerly of Bedford Timber and Land Corporation, formerly the Harrison Tract; on the south by the property now or formerly owned by James Williams and the property now or formerly of Bedford Timber and Land Corporation, formerly known as the Jones Tract; and on the east by the aforesaid Jones Tract of Bedford Timber and Land Corporation and the property now or formerly owned by Burruss Land and Lumber Company and H. M. DuVal, to which said plat reference is here made for a more particular description of the lands hereby conveyed.

TRACT NUMBER BK-048 (AMOS)

All of that certain tract or parcel of land, situated in Marshall Magisterial District, Buckingham County, Virginia, containing ninety-one and sixty-two hundredths (91.62) acres, more or less, bounded on the north by State Road No. 671, known as the Diana Mills Road, and the lands now or formerly of Banks and Charles Logan; on the east by the lands now or formerly of the Bedford Timber and Land Corporation and State Road No. 677; on the south by an old road and the lands now or formerly of Emmaline

Washington, Goin, Jas. Clarke and Bransford; and on the west by the lands now or formerly of the David Ford Estate and Charles Logan; being more particularly described by a plat of survey thereof made by Carroll Gillispie, C. L. S., on September 13th and November 1st, 1952, which said plat is of record in the office of the Clerk of the Circuit Court of Buckingham County, in Deed 56 at page 428.

LESS AND EXCEPT that certain parcel of land containing 0.22 acre, more or less, conveyed to the Commonwealth of Virginia by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 347.

TRACT NUMBER BK-049 (MCCLANAHAN)

Parcel 1:

All of that certain tract or parcel of land lying and being in Marshall Magisterial District of Buckingham County, Virginia, containing eighty-eight and one-third (88-1/3) acres, more or less, formerly owned by John W. Snoddy, deceased, and adjoining the lands now or formerly owned by Thomas Snoddy, James Gaulden and Fletcher Snoddy.

Parcel 2:

All of that certain tract or parcel of land lying and being in Marshall Magisterial District, Buckingham County, Virginia, containing forty-eight and one-half (48-1/2) acres, more or less, adjoining the lands now or formerly of Fannie Nuckols, James Gaulden, Thomas Williams and Dave Ford.

Parcel 3:

ALL of that certain tract or parcel of land lying and being in Marshall Magisterial District of Buckingham County, Virginia, containing two hundred and one and one-half (201-1/2) acres, more or less, adjoining the lands now or formerly of Moses A. Ford, M. M. Bransford, Mrs. F. A. Nuckols, N. E. Spessard, Mrs. Annie A. Nuckols, Trent Stanton, Robert Johnson, James Clark and others and described by metes and bounds on a certain plat thereof made by T. G. Trent, C.S.B., dated January 31 and February 1, 1924 and recorded in the aforesaid Clerk's Office in Deed Book 39 at Page 542.

LESS AND EXCEPT that certain parcel of land containing .58 acre, more or less, conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 178 at page 839.

TRACT NUMBER BK-053 (HAMILL-BULLOCK)

All that certain tract or parcel of land lying, being and situate in Marshall Magisterial District, Buckingham County, Virginia, containing seventy-four (74) acres, more or less, and described by metes and bounds on a certain plat thereof made by Carroll Gillispie, C. L. S., dated August 13, 1955, and attached to and made a part of the deed in Deed Book 59 at page 198.

TRACT NUMBER BK-056 (O. B. GREGORY)

All of that certain tract or parcel of land lying in State River Magisterial District of Buckingham County, Virginia, containing twenty-four (24) acres, more or less, bounded on the north by other lands now or formerly of O. B. Gregory, on the east and south by the lands now or formerly of the Continental Can Company, Inc., and on the southwest by the Virginia Mills Road, and being completely and particularly described by a plat made by H. B. Nicholas, C. E., in 1902, a copy of which plat is attached to and made a part of the deed in Deed Book 59 at page 473.

TRACT NUMBER BK-058 (WILEY J. TRENT)

All of that certain tract or parcel of land lying in Curdsville Magisterial District of Buckingham County, Virginia, containing one hundred (100) acres, more or less, lying on Whispering Creek and the road from "Saratoga" to Cairn, bounded on the north by the lands formerly owned by E. W. Hubbard, Jr., on the east by lands formerly owned by W. I. Hubbard, on the south and west by lands formerly owned by E. W. Hubbard, Sr. and E. W. Hubbard, Jr., and being fully described by a plat made by I. H. Robertson, C. E., on November 19, 1919 which is recorded in the Buckingham County Clerk's Office in Deed Book 24 at Page 366.

The acreage conveyed is shown to be 122.0 acres, more or less, on the plat made by Carroll Gillispie on March 31, 1956, and April 9, 1958, which plat is recorded in the Buckingham County Clerk's Office in Deed Book 171 at Page 263.

Together with a non-exclusive easement of right of way of an unspecified width as more particularly described in that certain deed by and between W. J. Hubbard and Carrie S. Hubbard, his wife, and R. I. Allison, dated November 24, 1919, recorded December 1, 1919, in the Clerk's Office, Circuit Court, County of Buckingham, Virginia, in Deed Book 24 at page 365.

TRACT NUMBER BK-062 (W. A. ELAM #2)

All of that certain tract or parcel of land containing Sixteen and Fifty-three (one-hundredths*) (16.53) acres, more or less, lying and being in Curdsville Magisterial District of Buckingham County, Virginia, and located about three miles east of Curdsville in said County, beginning at an iron stake and rocks at the southeast corner of the tract of land hereby conveyed in the middle of an old roadbed and on the property line of other property now or formerly owned by Continental Timber Lands Corporation, thence N. 88° 55' W. 427 feet along the center of an old roadbed to an iron stake on the east bank of ditch on the property line now or formerly of Maggie A. Elam; thence N. 4° 15' W. 1232 feet to a planted stone on other property now or formerly owned by W. A. Elam; thence continuing along the property line now or formerly owned by W. A. Elam, N. 72° 30' E. 585 feet to a stake and rocks; thence S. 11° 10' W. 615 feet to a stake; thence S. 80° E. 74 feet to a stake; thence N. 31° 30' E. 500 feet to a stake on the property line now or formerly owned by Continental Timber Lands Corporation; thence continuing along the property line now or formerly owned by Continental Timber Lands Corporation, S. 11° 40' W. 1248 feet to an iron stake and rocks in the middle of an old roadbed at the point of the beginning, the above courses and distances having been taken from a plat made by R. C. Dodl, C.E., dated June 1, 1956 of the real estate hereby conveyed, which is attached to and recorded with the deed in Deed Book 60 at page 174.

*Note: "one-hundredths" missing from prior legal description.

TRACT NUMBER BK-066 (TRENTHAM)

All of that certain parcel or tract of real estate lying and being in Curdsville Magisterial District, County of Buckingham, State of Virginia, containing 92.5 acres, more or less, as shown on a plat made by Carroll Gillispie, C.L.S., dated May 26, 1956, which is attached and recorded with the deed in Deed Book 60 at page 171, and described in the said plat as follows:

Beginning at a point on Route #623 at the northwestern corner of land now or formerly owned by Aubrey Holeman, thence S. 86 deg. 30' E. 446 feet to rocks at (A); thence S. 11 deg. 35' W. 288 feet to a point; thence N. 64 deg. 23' W. 18.7 feet to a point; thence S. 11 deg. 35' W. 201 feet to a branch; thence up the branch as it meanders S. 76 deg. 30' E. 300 feet and S. 43 deg. E. 145 feet to a point; thence S. 48 deg. 30' W. 255 feet; thence S. 54 deg. 15' E. 639 feet to a dogwood; thence S. 30 deg. E. 420 feet to a pine; thence S. 56 deg. 21' W. 353 feet to a rock pile; thence S. 44 deg. 51' W. 388 feet to a branch; thence up the branch as it meanders S. 63 deg. 11' E. 678 feet to a point on the edge of the branch; thence S. 21 deg. 49' W. 495 feet to a stake; thence S. 15 deg. 19' W. 330 feet to a wire fence; thence along the wire fence and chopt line N. 87 deg. 15' E. 1379 feet; thence along Whispering Creek line as it meanders N. 11 deg. E. 1000 feet and N. 6 deg. 30' W. 800 feet to an iron stake; thence N. 73 deg. 30'

W. 610 feet to a cedar stake; thence N. 9 deg. 30' W. 462 feet to lightwood stake in old road; and thence along the Old Cairn Road N. 56 deg. 15' W. 770 feet, N. 60 deg. W. 155 feet, N. 77 deg. W. 208 feet and N. 86 deg. 30' W. 860 feet to a point in the State Highway No. 623; and thence along Route #623 S. 12 deg. W. 12 feet to the point of beginning.

Together with a non-exclusive easement 36' in width extending across certain property to Route 623 as more particularly described in that certain Deed of Easement by and between David H. Trentham and Frances H. Trentham, and Continental Hopewell Woodlands, Inc., dated June 19, 1984, recorded July 13, 1984, in the Clerk's Office, Circuit Court of Buckingham County, Virginia, in Deed Book 133 at page 43.

TRACT NUMBER BK-077 (DECKER BANTON)

All of that certain tract or parcel of land situated in Curdsville Magisterial District of Buckingham County, State of Virginia, containing one hundred and seventy and one-tenth (170.1) acres, more or less, bounded on the north by Willis River, on the east by the lands now or formerly of Toby or Stovie Patterson and State Road #600, on the south by other lands now or formerly of the said Decker Banton and on the west by other lands now or formerly of the said Decker Banton and the lands now or formerly of T. H. Allen, being more particularly described by the metes and bounds of a plat of survey thereof made by T. W. Saunders, S.N.C., in April, 1957, which said plat is attached to and made a part of the deed in Deed Book 61 at page 309.

LESS AND EXCEPT that, certain parcel of land containing 0.87 acre, more or less, conveyed to the Commonwealth of Virginia by deed dated June 6, 1961, recorded July 18, 1961 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 67 at page 241.

TRACT NUMBER BK-082 (THOMAS M. BROOKS)

All that certain tract or parcel of land, lying, being and situate in Buckingham County, Virginia, containing 349.0 acres, more or less, and described as follows according to plat entitled "Continental Can Co., Inc., Thos. M. Brooks Tract No. 34-82, State: Virginia, County: Buckingham, District: Marshall", a copy of which said plat is attached and made a part of the deed recorded in Deed Book 64 at page 352.

Beginning at an iron, center line of an old road, in the western boundary of the property hereby conveyed; corner with property now or formerly of John H. Lee Estate and Mrs. E. S. Coles; thence N. 18° 30' E. 595 feet to an iron; thence N. 45° 05' E. 660 feet to an iron; thence N. 58° 05' E. 792 feet to an iron; 66° 05' E. 759 feet to an iron; thence S. 5° 00' W. 1852 feet to an iron; thence S. 86° 50' E. 1257 feet to an iron; thence 86° 50' E. 867 feet to a point; thence N. 51° E. 303 feet to a point; thence S. 68° 25' E. 4011 feet to a point; thence S. 34-1/2° W. 1013 feet to a stone on west road bank; thence S. 75-1/2° W. 687 feet to an iron; thence S. 71-1/2° W. 400 feet to an iron; thence S. 73-7/8° W. 950 feet to an iron; thence S. 70-3/4° W. 200 feet to a point; thence S. 75-7/8° W. 600 feet to a point; thence S. 75-3/4° W. 300 feet to a point; thence S. 73-1/2° W. 395 feet to an iron; thence N. 12-1/4° W. 495 feet to a point; thence N. 14-1/2° W. 426 feet to a point; thence N. 15° W. 441 feet to a poplar; thence N. 14-3/4° W. 341 feet to the center line of Randolph Creek; thence along center line of said Creek in the following courses and distances: N. 67-3/4° W. 47 feet; N. 1-1/2° E. 66 feet; N. 44° W. 102 feet; N. 87-1/4° W. 85 feet; S. 45-1/4° W. 165 feet; S. 55-1/4° W. 139 feet; S. 49-1/2° W. 158 feet; S. 52-1/4° W. 539 feet; S. 42-1/4° W. 144 feet; S. 60° W. 279 feet; S. 48-1/4° W. 137 feet; N. 89-1/2° W. 152 feet; N. 57-3/4° W. 105 feet; N. 48° W. 135 feet; N. 57-3/4° W. 317 feet in center line of said creek; thence N. 20-1/2° E. 28 feet to an iron on north bank of said creek; thence N. 25° E. 116 feet to a point in center line of Old Road; thence along center line of said old road in the following courses and distances: N. 17-3/4° E. 100 feet; N. 13-3/4° E. 100 feet to an iron; N. 12-3/4° W. 161 feet; N. 60° W. 100 feet; N. 17° W. 214 feet; N. 22-1/2° W. 124 feet; N. 35-3/4° W. 150 feet; N. 35-1/4° W. 100 feet; N. 27-3/8° W. 100 feet; N. 38-1/8° W. 200 feet to an iron; N. 37-5/8° W. 92.5 feet; N. 30-1/4° W. 100 feet; N. 52° W. 116.5 feet; N. 56-3/4° W. 300 feet to an iron; N. 64-3/4° W. 433 feet; N. 78-1/2° W. 182 feet; and N. 52-1/4° W. 157 feet to the point of beginning.

TRACT NUMBER BK-088 (BARNES SLEEPY HOLLOW)

All that parcel, situated in the Marshall Magisterial District approximately 2 miles (airline) south southwest of New Canton, consisting of 385.6 acres, (being formerly described as 350 acres, more or less) fronting a short distance on the southwestern margin of State Route #672, said tract being shown and fully described on a plat of Carroll Gillispie, C. L. S., dated October 15, 1958, which plat is recorded with and made a part of the deed in Deed Book 67 at page 549.

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LESS AND EXCEPT that certain parcel of land containing 0.14 acre, more or less, conveyed to Commonwealth of Virginia by deed dated September 17, 1971, recorded December 1, 1971 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 85 at page 389.

TRACT NUMBER BK-098 (NEWTON)

Parcel 1:

All of that certain tract or parcel of land, lying and being in Curdsville District of Buckingham County, State of Virginia, containing 69.37 acres, more or less, be the same more or less, bounded on the north by the lands now or formerly owned by J. D. Allen and R. J. Jones; on the east by land now or formerly owned by Huddleston; on the south by the land now or formerly of Continental Can Company, Inc. and on the west by the land now or formerly owned by John Tyree, and more fully described by a plat and survey thereof, made by Paul M. Saunders, Surveyor, in October, 1959, and attached and recorded with the deed recorded in Deed Book 65 at page 52, wherein the said land is described as follows:

Beginning at an iron in hedge, corner of Huddleston and Continental Can Co, Inc. thence N. 88°-56' W. 16.41 chains to iron; thence, N. 1 1/2° W. 10.55 chains to iron; thence, N. 39 & 3/4th° E. 2.69 chains to iron; thence, N. 23 1/4° E. 3.38 chains to iron; thence, N. 10° E. 4.83 chains to iron; thence, N. 2° W. 4.86 chains to iron; thence, N. 11° W. 1.51 chains to iron; thence, N. 2° W. 4.71 chains to iron; thence, N. 18 1/4° W. 2.26 chains to iron and branch; thence, N. 73 1/2° E. 0.79 chains to iron; thence, N. 76 1/4° E. 0.89 chains to iron; thence, N. 43 1/4° E. 1.02 chains to iron; thence N. 74° E. 0.88 chains to iron; thence, N. 65° E. 1.22 chains to iron; thence, S. 81 1/4° E. 0.88 chains to iron; thence N. 46° E. 0.36 chains to iron; thence, S. 65 1/4° E. 0.82 chains to iron; thence N. 85 1/4° E. 0.76 chains to iron; thence, N. 65° E. 2.20 chains to iron; thence, N. 34 1/2° W. 1.61 chains to iron, leaving old creek bed to present creek; thence, N. 21 1/4° E. 1.50 chains to iron; thence, N. 64 1/4° E. 1.62 chains to iron; thence, N. 85° E. 1.35 chains to maples; thence, S. 16° W. 4.04 chains to iron; thence, S. 68° E. 1.74 chains to iron; thence, S. 74° E. 2.27 chains to iron; thence, S. 61° E. 1.70 chains to iron; thence, S. 86° E. 2.79 chains to iron; thence, S. 84° E. 1.80 chains to iron; thence, S. 71° E. 3.46 chains to iron; thence, S. 68 & 3/4th° E. 0.57 chains to iron at maple; thence, S. 61 & 3/4th° W. 33.86 chains to the point of beginning.

LESS AND EXCEPT that certain parcel of land containing 0.40 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated August 15, 1974, recorded September 13, 1974 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 94 at page 439.

Parcel 2:

All that certain tract or parcel of land, lying being and situate in Curdsville District, Buckingham County, Virginia, containing 945.67 acres, more or less, and described as follows on a plat entitled: "Continental Can Co., Inc. J. E. & J. G. Newton Tract 549-5, State- Virginia, County Buckingham, District - Curdsville", dated September 1959, and made by Paul M. Saunders, Surveyor, a copy of which said plat is attached and made a part of the deed recorded in Deed Book 64 at page 573 (Plat 1) and (Plat 2).

Beginning at a stone at large hickory, in the eastern boundary of the property hereby conveyed, in the boundary line of land now or formerly owned by the Bartee Estate; thence S. 66° 38' E. 24.94 chains to a gum; thence S. 70° E. 1.85 chains to an iron in the center line of Rocky Ridge; thence along the center line of Rocky Ridge in the following courses and distances: S. 41-1/4° W. 3.91 chains; S. 37-5/80 W. 3.23

chains; S. 48-1/4° W. 3.66 chains; S. 49-3/4° W. 2.26 chains; S. 50-1/4° W. 5.49 chains; S. 42-3/4° W. 3.24 chains; S. 51-1/2° W. 4.77 chains; S. 48° W. 4.46 chains; S. 49-3/4° W. 4.97 chains; S. 61° W. 3.36 chains; S. 51-3/4° W. 4.57 chains; S. 48-1/2° W. 1.47 chains; S. 44-3/4° W. 3.79 chains; S. 59-1/4° W. 3.68 chains; S. 50-3/4° W. 1.95 chains; S. 49-1/4° W. 4.47 chains; S. 50-3/4° W. 3.80 chains; S. 45-1/2° W. 3.94 chains; S. 43-1/4° W. 4.67 chains; S. 59-3/4° W. 2.38 chains; S. 40-1/4° W. 4.20 chains; S. 51-3/4° W. 4.00 chains; to an iron; thence leaving said Rocky Ridge N. 67° 20' W. 42.98 chains to an iron at blazed maples; thence, crossing State Highway #632, S. 75° 40' W. 64.06 chains to an iron; thence N. 30-3/4° W. 5.95 chains to a birch; thence N. 45-3/4° W. 2.85 chains to a dogwood; thence N. 40-1/4° W. 3.48 chains to a birch; thence N. 30° E. 3.86 chains to a beech; thence N. 58-1/2° E. 4.53 chains to a birch; thence N. 89-3/4° E. 3.03 chains to a gum; thence N. 55-1/4° E. 3.13 chains to a pine; thence N. 28-1/2° E. 3.55 chains to a dogwood; thence N. 33-1/2° W. 3.78 chains to a sycamore; thence N. 2° E. 2.12 chains to an iron; thence N. 52-1/2° W. 7.43 chains to a double birch; thence N. 16° E. 3.59 chains to an iron in line; thence S. 67-1/4° E. 0.11 chains to a point in the center line of road; thence along said road in the following courses and distances: N. 80° E. 3.83 chains; N. 73° E. 1.95 chains; N. 83° E. 3.70 chains; N. 89-1/2° E. 6.07 chains; S. 70-1/4° E. 4.54 chains; S. 66-3/4° E. 3.08 chains; N. 73-1/2° E. 2.42 chains; S. 85-3/4° E. 1.76 chains; S. 45° E. 3.58 chains; S. 83° E. 2.03 chains; S. 89-1/2° E. 0.79 chains; thence leaving said road N. 17° 05' E. 19.64 chains to an iron; thence N. 5° 08' E. 14.89 chains to an iron; thence N. 56-1/4° W. 12.29 chains to an iron and old stake at 3 white oaks; thence S. 41° 26' W. 32.73 chains to a white oak and iron; thence N. 34° E. 1.83 chains to a beech and iron; thence N. 11° E. 27.77 chains to a dead pine and iron; thence N. 8° 06' W. 10.74 chains to pine and iron; thence N. 18° 57' E. 19.21 chains to 16" short leaf pine and iron; thence N. 49° 36' W. 40.77 chains to an iron and large white oak; thence N. 86-1/4° E. 31.78 chains to an iron; thence S. 85-3/4° E. 2.27 chains to an iron; thence N. 85-1/2° E. 4.01 chains to an iron; thence S. 88-1/2° E. 0.62 chains to a red oak and iron; thence N. 77-3/40 E. 2.53 chains to a hickory; thence S. 89-3/4° E. 4.46 chains to an iron; thence S. 89° E. 1.37 chains to a hickory; thence N. 83° E. 3.03 chains to an iron; thence N. 85° 18' E. 3.47 chains to an iron; thence S. 76-3/4° E. 1.88 chains to a poplar; thence S. 52-1/2° E. 0.75 chains to a red oak; thence S. 34-1/4° E. 1.78 chains to an iron; thence S. 26-3/4° E. 4.39 chains to an iron; thence S. 29-1/4° E. 29.92 chains to a point; thence S. 26-3/4° E. 8.78 chains to an iron on the east side of State Highway #632; thence S. 270° E. 4.80 chains to an iron; thence S. 20-3/4° E. 7.71 chains to an iron; thence S. 36-1/2° E. 10.68 chains to an iron at poplar; thence S. 31-3/4° E. 8.28 chains to a large white oak; thence S. 25-3/4° E. 9.06 chains to an iron; thence S. 29-3/4° E. 20.48 chains to an iron; thence N. 84° 50' E. 40.35 chains to an iron; thence N. 13-3/4° E. 20.38 chains to the point of beginning.

LESS AND EXCEPT that portion of property conveyed to Kyanite Mining Corporation by Deed recorded in Deed Book 306 at page 921.

LESS AND EXCEPT that portion of property conveyed to Walton G. Moseley and Jessica R. Moseley by Deed recorded in Deed Book 309 at page 248.

Parcel 3:

All that certain tract or parcel of land, lying, being and situate in Buckingham County, Virginia, containing 308.96 acres, more or less, and described as follows on a plat entitled "Continental Can Co. Inc., J. E. & J. G. Newton Tract 549-5. State- Virginia, County - Buckingham, District - Curdsville", dated October 1959, and made by Paul M. Saunders, Surveyor, a copy of which said plat is attached to and made a part of the deed recorded in Deed Book 64 at page 573:

Beginning in the northwestern boundary of the property hereby conveyed at an iron at white oak, in the boundary line with property now or formerly owned by Cox and John Tyree; thence S. 89° 08' E. 21.74 chains to an iron; thence S. 88° 56' E. 16.41 chains to an iron; thence N. 89° 58' E. 15.06 chains to an iron at large white oak; thence S. 89° 41' E. 12.66 chains to an iron; thence S. 7° 15' E. 15.41 chains to an iron; thence N. 86° 46' E. 10.75 chains to an iron on roadbank of State Highway #628; thence S. 7-3/4° W. 1.72 chains to an iron on an abandoned road; thence along the abandoned road in the following courses and distances: S. 9° W. 1.36 chains to an iron; S. 7-1/4° W. 1.58 chains; S. 5-3/4° W. 2.51 chains to an iron; S. 7-1/4° W. 2.12 chains; S. 9° W. 1.30 chains to a stone, north bank of creek; thence, leaving

said abandoned road, N. 88° 35' W. 77.91 chains to an iron; thence S. 1° 38' W. 26.74 chains to an iron; thence S. 98-1/2° E. 18.63 chains to an iron at white rock; thence N. 88-1/4° E. 0.64 chains to an iron at hickory; thence S. 32° 29' W. 37.89 chains to a white oak; thence N. 87° 08' W. 17.06 chains to an iron; thence N. 43-1/2° W. 19.17 chains to an iron; thence N. 32° E. 15.5 chains to an iron; thence N. 78° 49' E. 12.48 chains to an iron at white oak; thence N. 12° 08' E. 53.03 chains to an iron at rock pile; thence N. 33-3/4° E. 1.58 chains to the point of beginning.

LESS AND EXCEPT that certain parcel of land containing 6.45 acres, more or less, conveyed to John B. Henneman, by deed dated September 10, 1965, recorded October 6, 1966 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 74 at page 465.

LESS AND EXCEPT that certain parcel of land containing 250.19 acres, more or less, conveyed in Deed Book 174 at page 460.

TRACT NUMBER BK-103 (NEWTON-TAYLOR)

All that certain tract or parcel of land, lying, being and situate in James River District, Buckingham County, Virginia, containing 189.96 acres, more or less, and described as follows according to a plat entitled "Continental Can Company, Inc., Newton-Taylor Tract No. 549-106, 189.96 Acres, James River District, Buckingham County, Virginia", dated August, 1967, made by John R. Nunnally, Jr., C. L. S., a copy of which is attached and made a part of the deed recorded in Deed Book 77 at page 377:

Beginning at an iron and rocks in the western boundary of the property hereby conveyed, thence in a northwesterly direction across easement of Colonial Pipe Line N. 69° 55' W. 14.09 chains to a 24" sweet gum (old chops); thence N. 26° 04' E. 15.38 chains to a planted stone, 3' NW, of 6" dogwood; thence S. 54° 34' E. 2.80 chains to a planted stone; thence S. 68° 28' E. 3.81 chains to a stone; thence S. 34° 36' E. 16.62 chains to a stone; thence N. 36° 35' E. 4.17 chains to a stone; thence S. 31° 17' E. 0.80 chains to a point; thence S. 22° 30' E. 2.00 chains to a 10" poplar; thence S. 35° 41' E. 7.53 chains to a planted stone; thence S. 56° 29' E. 33.27 chains to a planted stone on north side of Old Road; thence along center line of old road S. 48° 28' W. 46.23 chains to a planted stone in old road; thence crossing state Route 613 N. 31° 38' W. 48.70 chains to a stone; thence N. 54° 58' E. 16.50 chains to the point of beginning.

LESS AND EXCEPT that portion of property conveyed to Silva Group, LLC by Deed recorded as Instrument No. 20130385 (Cumberland County) and in Deed Book 415 at page 429 (Buckingham County)

TRACT NUMBER BK-107 (BOONE-MITCHNER)

Parcel 1:

All that certain tract or parcel of land lying and being in Marshall Magisterial District, of Buckingham County, Virginia, containing 167.4 acres, more or less, by survey, described as to metes and bounds by a plat of survey made by Paul M. Saunders, C.L.S., dated September 9, 1966, described the herein described real estates as follows:

Beginning in the centerline of Slate River at the extreme northwest corner of said property, an iron being located on the eastern bank of said river approximately 45 feet from centerline, thence S. 86° 0' E. 726.5 ft. to a cedar in fence corner, thence N. 24° 40' E. 331.5 ft. to large black oak with old chops, thence S. 63° 18' E. 939.8 ft. to iron set in marsh, thence N. 25° 59' E. 402.2 ft. to hickory; thence S. 55° 13' E. 514.93 ft. to iron on branch, thence S. 15° 24' E. 92.53 ft. along branch, thence S. 12° 33' E. 174.6 ft. along branch, thence S. 42° 51' E. 108.95 ft. along branch, thence S. 34° 59' E. 138.41 ft. along branch, thence S. 62° 47' E. 117.50 ft. along branch, thence N. 73° 26' E. 114.4 ft. along branch, thence N. 89° 34' E. 261.0 ft. along said branch, thence S. 73° 23' E. 83.8 ft. along branch, thence S. 89° 51' E. 59.12 ft. along said branch, thence S. 50° 23' E. 116.82 ft. along branch, thence N. 84° 35' E. 45.97 ft. along

branch, thence S. 53° 37' E. 65.69 ft. along branch, thence S. 7° 38' E. 109.91 ft. along branch, thence S. 49° 47' E. 84.95 ft. along branch, thence S. 47° 22' E. 206.0 ft. to iron 14 feet southwest of branch, thence S. 30° 55' W. 657.97 ft. to old stonepile and iron set in center of old road, thence S. 49° 50' E. 102.58 ft. along old road, thence S. 58° 35' E. 89.23 ft. along old road, thence S. 49° 47' E. 78.33 ft. along old road, thence S. 49° 38' E. 94.42 ft. along old road, thence S. 63° 07' E. 195.0 ft. along old road, thence S. 38° 15' E. 160.7 ft. along old road, thence S. 43° 24' E. 214.45 ft. along old road, thence S. 66° 50' E. 177.25 ft. along old road, thence S. 70° 50' E. 418.5 ft. to iron on south bank of old road, thence S. 71° 47' W. 358.84 ft. to old planted stone painted white, thence S. 72° 07' W. 185.14 ft. to iron and stonepile in centerline of powerline, thence S. 69° 09' W. 1819.58 ft. to iron in place, thence N. 51° 42' W. 320.65 ft. to iron in place, thence N. 29° 43' W. 594.73 ft. to iron in place, thence N. 46° 18' W. 287.60 ft. to iron 40 feet from centerline of Slate River, thence N. 65° 54' E. 68.71 ft. along centerline of Slate River, thence N. 51° 44' E. 325.4 ft. along centerline of said River, thence N. 8° 22' W. 208.4 ft. along centerline of River, thence N. 60° 19' W. 574.2 ft. along centerline of said River, thence N. 55° 27' W. 612.19 ft. along centerline of said River, thence N. 78° 52' W. 338.0 ft. along centerline of said River, thence N. 81° 27' W. 403 ft. along centerline of said River, thence N. 62° 13' W. 119.4 ft. along centerline of said River, thence N. 35° 59' W. 135.1 ft. along centerline of said River, thence N. 1° 30' W. 395.7 ft. along centerline of said River, thence N. 14° 07' E. 549.73 ft. along centerline of said River to the point of Beginning. Being more particularly described as to metes and bounds by a plat of survey made by Paul M. Saunders referred to above recorded in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 76 at page 205.

Parcel 2:

All that certain tract or parcel of land, lying and being in Marshall District of the County of Buckingham, State of Virginia, containing 84.9 acres, more or less, bounded on the north by lands now or formerly owned by the estate of A. Gertrude Williams, on the east by the land now or formerly of the Continental Can Co., on the south by land now or formerly the said Continental Can Co., the land now or formerly of Geo. Newton's Estate and the land now or formerly of J.R. Parrish, and on the west by Slate River, and being the same land in all respects which was conveyed unto Kenneth L. Jones on the 5th day of November, 1952, by deed from John B. Boatwright, Special Commissioner, now of record in the Clerk's Office of Buckingham County, in Deed Book 55 at page 497, and more fully described as follows:

Beginning at an iron stake and rocks, thence S. 34° 45' W. 2833 feet along the old Diana Mills Road, and running with the Continental Can Co. land to a dead W.O. and iron, thence N. 48° 38' W. 1710 feet to Birch and iron at Slate River; running with the lands now or formerly of Geo. Newton's estate and the land now or formerly of J. R. Parrish; thence down Slate River N. 34° 30' E. 160 feet; thence with the River, N. 3° 30' W. 150 feet; thence, with the River N. 56° 30' W. 275 feet; thence, with the River, N. 28° 30' W. 450 feet; thence with the River, N. 16° E. 330 feet; thence with the River, N. 63° 30' E. 785 feet to iron on branch, and River Bank, and leaving the River, thence, up branch, S. 46° E. 247.5 feet to iron; thence, up branch, S. 29° 32' E. 594 feet to iron; thence, up branch S. 48° 45' E. 313.5 feet to corner iron on east bank of branch; thence leaving branch, and running with the line of property now or formerly owned by Williams, N. 69° E. 1844 feet to the point of BEGINNING at iron stake and rocks. According to plat and survey of Carroll Gillispie, S.B.C., surveyed, October 3, 1963, entitled "K.L. Jones, Gaudin Tract", a copy of which plat is recorded in Deed Book 71 at page 473.

TRACT NUMBER BK-901 (BOWMAN)

All that certain parcel or tract of land situate, lying and being in the State River Magisterial District of Buckingham County, State of Virginia, containing 587.2 acres, more or less, as shown on a survey dated October 24, 1979, prepared by William W. Dickerson, Jr., L.S., attached to and recorded with a deed dated November 30, 1979, from Hallie S. Bowman and Daniel Bowman, her husband, to Bear Island Paper Company, Virginia Limited Partnership. 1.5 acres of the said 587.2 acres is located on the eastern side of Slate River. Reference is made to the aforesaid survey for a more complete metes and bounds description of the property conveyed hereby.

LESS AND EXCEPT that certain parcel of land containing 11.0 acres, more or less, conveyed to John A. Mitchell and Bambi T. Mitchell by Deed recorded in Deed Book 169 at page 589.

LESS AND EXCEPT that certain parcel of land containing .5 acre, more or less, conveyed to Christopher D. Waldrop by Deed recorded in Deed Book 219 at page 834.

Tract Number BK-901 BEING the property conveyed to Bear Island Paper Company, L.P., a Virginia limited partnership, by deed from Hallie S. and Daniel Bowman, recorded in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 153. Bear Island Paper Company, L.P. converted into and became Bear Island Timberlands Company, L.L.C., a Virginia limited liability company, effective December 1, 1997.

TRACT NUMBER CU-022 (R. L. PARRISH)

All of that certain tract or parcel of land with all appurtenances thereto belonging, lying, being and situate in the counties of Cumberland and Buckingham, State of Virginia, and described as follows:

Commencing at corner on Little Willis River and wire fence, thence along said wire fence on the line of property now or formerly owned by Irving Elam and Jim Elam N. 6 deg. 15 min. W. 6350 feet to pine on road, thence along the line of said property now or formerly owned by Irving Elam N. 20 deg. 15 min. W. 468 feet in farm road to a point, thence N. 26 deg. 30 min. W. 923 feet to post oak, thence N. 56 deg. 12 min. W. 500 feet to Public Road, thence N. 31 deg. 50 min. E. 600 feet to the property now or formerly owned by George Bourne, thence along the line of said property S. 78 1/2 deg. E. along a wire fence, 857 feet to a pine, S. 87 deg. 15 min. E. 800 feet to white oak in fence, thence S. 16 deg. 30 E. 908 feet to cedar, S. 23 deg. E. 492 feet to cedar, thence S. 29 deg. E. 2600 feet to sweet gum, thence S. 12 deg. 35 min. E. 1127 feet to hickory, thence S. 9 deg. 20 min. E. to Little Willis River, thence along said river as it meanders 3340 feet to the point of beginning; (less and except 26 acres sold Clarence Daniel and 9 acres sold George Bourne, leaving 370.6 acres, as is shown on plat of Emmett D. Gillispie, surveyor dated April 4, 1953 and recorded with the deed recorded in Deed Book 92 at page 445.

LESS AND EXCEPT that certain parcel of land containing 0.37 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated June 6, 1961, recorded July 18, 1961 in the Clerk's Office, Circuit Court, Cumberland County, Virginia, in Deed Book 67 at page 241.

LESS AND EXCEPT that certain parcel of land containing 1.78 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated August 11, 1976, recorded in the Clerk's office, Circuit Court, Buckingham, Virginia, in Deed Book 103 at page 547.

TRACT NUMBER BK-032 (W. A. ELAM)

All of that certain tract or parcel of land lying and being about three miles east of Curdsville, lying partly in Curdsville Magisterial District of Buckingham County, Virginia, and partly in Randolph Magisterial District of Cumberland County, Virginia, containing Eighty-one and eight-tenths (81.8) acres, more or less, beginning at a planted stone on old roadbed at the southwest corner of the tract of land hereby conveyed and which is a common corner with the property now or formerly owned by Irving Elam Estate, thence N. 11° 40' E 1547 feet along other property now or formerly owned by W. A. Elam, to a planted stone; thence N. 35° 15' W. 599 feet to planted stone; thence N. 24° 06' E. 474.4 feet; thence N. 28° W. 202 feet to an 8 inch willow oak tree; thence N. 65° 38' W. 445.5 feet; thence N. 30 40' E. 1248 feet to a 10 inch post oak tree on the property line of such Irving Elam Estate; thence N. 84° 16' E. 347 feet to a 10 inch pine tree; thence N. 52° 40' E. 224 feet to a planted stone on property now or formerly owned by Continental Can Company, Inc.; thence S. 29° 48' E. 220 feet to a 12" pine tree; thence S. 25° 12' E. 441 feet to a 15" pine tree on south bank of private road; thence S. 12° E. 724 feet to an angle in fence; thence S. 10° 15' E. 2295 feet to another angle in fence; thence S. 5° 15' E. 683 feet to stake and rocks in fence corner on the property line of such Irving Elam Estate; thence along the such Irving Elam Estate property line N. 86° 30' W. 343 feet, thence S. 88° 10' W. 311 feet to old roadbed and thence N. 88° 55' W. 521 feet along center

BOOK 467 PAGE 792

of old roadbed to a planted stone at the point of the beginning, the above courses and distances having been taken from a plat of the real estate hereby conveyed, made by R. C. Dodl, C.E., dated November 2, 1954, a copy of which is attached to and recorded with the deed recorded in Deed Book 58 at page 40.

035 Rec Fee	<u>1.00</u>	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
St. R. Tax	<u>11276.60</u>	
Co. R. Tax	<u>32829.50</u>	The foregoing instrument with acknowledgement
Transfer	<u>1.00</u>	was admitted to record on <u>Jan 10</u> 20 <u>20</u>
Clerk	<u>25.00</u>	at <u>3:40 P</u> M. in D.B. <u>467</u> Page(s) <u>777-792</u>
Lib.(145)	<u>1.50</u>	Teste: JUSTIN D. MIDKIFF, CLERK
T.T.F.	<u>0.00</u>	BY: <u>Kara Kitchner</u> DEPUTY CLERK
Grantor Tax	<u>13520.00</u>	
036 Proc. Fee	<u>20.00</u>	
Total \$	<u>58640.00</u>	

who certify that Robert L. Blankenship and Nancy Lee Blankenship,
November, 1971. Acknowledged the same before me in my county aforesaid.
Given under my hand this 29th day of November, 1971.
My commission expires Jan. 9, 1973.

Charlene D. Snoddy
Notary Public

(SEAL)

VIRGINIA: In the Clerk's Office of Buckingham County. This Deed was this day
presented in said office with certificate of acknowledgment annexed.
Admitted to record at 10:00 A.M., on Nov. 30, 1971, and indexed. The taxes imposed
by Section 58-54, (a) and (b), of the Code have been paid.

ATTEST: John H. Spencer, Clerk

THIS DEED, Made this 17th day of September, 1971, by and between Continental
Can Company, Inc. a New York Corporation, qualified to do business in the State of
Virginia, hereinafter designated as Grantor and COMMONWEALTH OF VIRGINIA, Grantee;

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00)
paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the
said Grantor hereby grants and conveys unto said Grantee with Special Warranty in
fee simple, certain land located in Marshall Magisterial District, Buckingham
County, Virginia, and described as follows:

Being as shown on Sheet Number 1 of the plans for Route 672, State Highway
Project 0672-014, B.I. 5303, and lying on the Southwest (Right) side of and adjacent
to the center of present Route 672, from the lands of C. A. Jones, opposite approx-
imate Station 12+20 of the centerline shown on plans to be used, to the lands of
Burruss Land and Lumber Company opposite approximate Station 15+30 and containing
0.14 acre, more or less, land, of which 0.12 acre is included in the existing right
of way and 0.02 acre more or less, is additional land, and being a part of the same
land acquired by the grantor from Barnes Lumber Corporation by deed dated December
18, 1961, and recorded in Deed Book 67, Page 549, in the Office of the Clerk of the
Circuit Court of said County.

For a more particular description of the land herein conveyed, reference is
made to Plan Sheet Number 1, showing outlined in RED the land conveyed hereunder
in fee simple, which photo copy is annexed hereto as a part hereof to be recorded

(L+E)

85
389

#777
Examined and
mailed to
State Dept. of Highways
Richmond, Va.
12-2-71

Plat recorded in State Highway
Plat Book #2 P 114
John H. Spencer, clerk

simultaneously herewith in the State Highway Plat Book.

The execution by the Grantor of this instrument and the reference to said photo copy annexed hereto shall not be deemed to constitute an admission or an agreement on the part of the Grantor as to the correctness of any matter set forth on the annexed photo copy other than the location of the land outlined in RED as shown thereon.

This conveyance is subject, however, to any easements of record, or such other easements as might be apparent from an examination of the property hereby conveyed.

IN TESTIMONY WHEREOF, Continental Can Company, Inc. has caused this deed to be executed by L. F. Kalmar, its Vice-President and its corporate seal to be hereto affixed and attested by J. E. Barrett, its Assistant Secretary, said officers being thereunto duly authorized by resolution of its Board of Directors, all as of the day, month and year first above written.

CONTINENTAL CAN COMPANY, INC.

BY: L. T. Kalmar (SEAL)
Vice President

(SEAL)

Affixed and Attested

By: J. E. Barrett (SEAL)
Assistant Secretary

STATE OF NEW YORK

County of New York, To-wit:

I, J. F. Breitfeller, a Notary Public in and for the County aforesaid in the State of New York, do certify that L. F. Kalmar, and J. E. Barrett, whose names as Vice President and Assistant Secretary of the Continental Can Company, Inc., respectively, are signed to the foregoing writing bearing date on the 17th day of September, 1971, have each executed the same on behalf of the said Continental Can Company, Inc., and have each acknowledged the same before me in my State and County aforesaid.

My term of office expires , 19

Given under my hand and seal this 4th day of October, 1971.

J. F. Breitfeller (SEAL)
Notary Public
John Francis Breitfeller
Notary Public, State of New York
No. 30-5436100
Qualified in Nassau County
Cert. Filed With New York County Clerk
Commission Expires March 30, 1972

VIRGINIA: In the Clerk's Office of Buckingham County. This Right-of-Way was this day presented in said office with certificate of acknowledgment annexed. Admitted to record at 9:45 A.M., on Dec. 1, 1971, and indexed.

ATTEST: *John R. Spencer*, Clerk

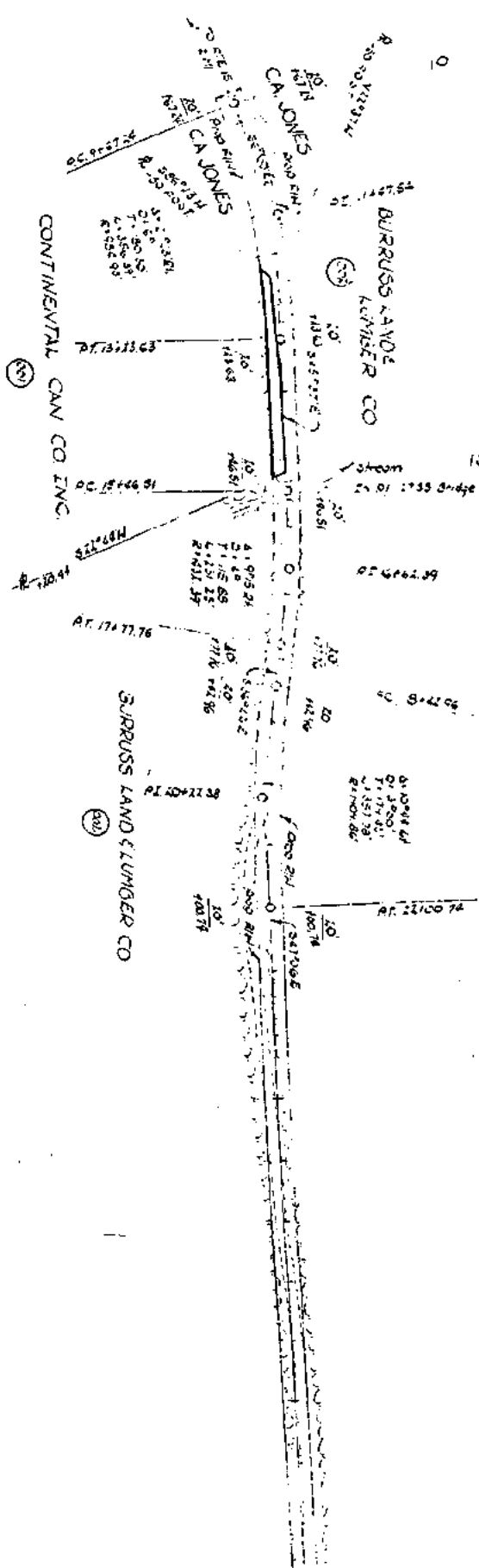
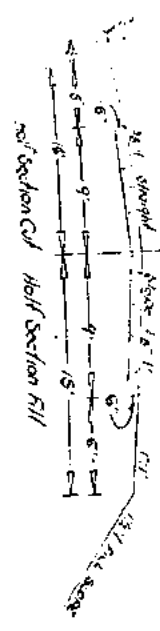
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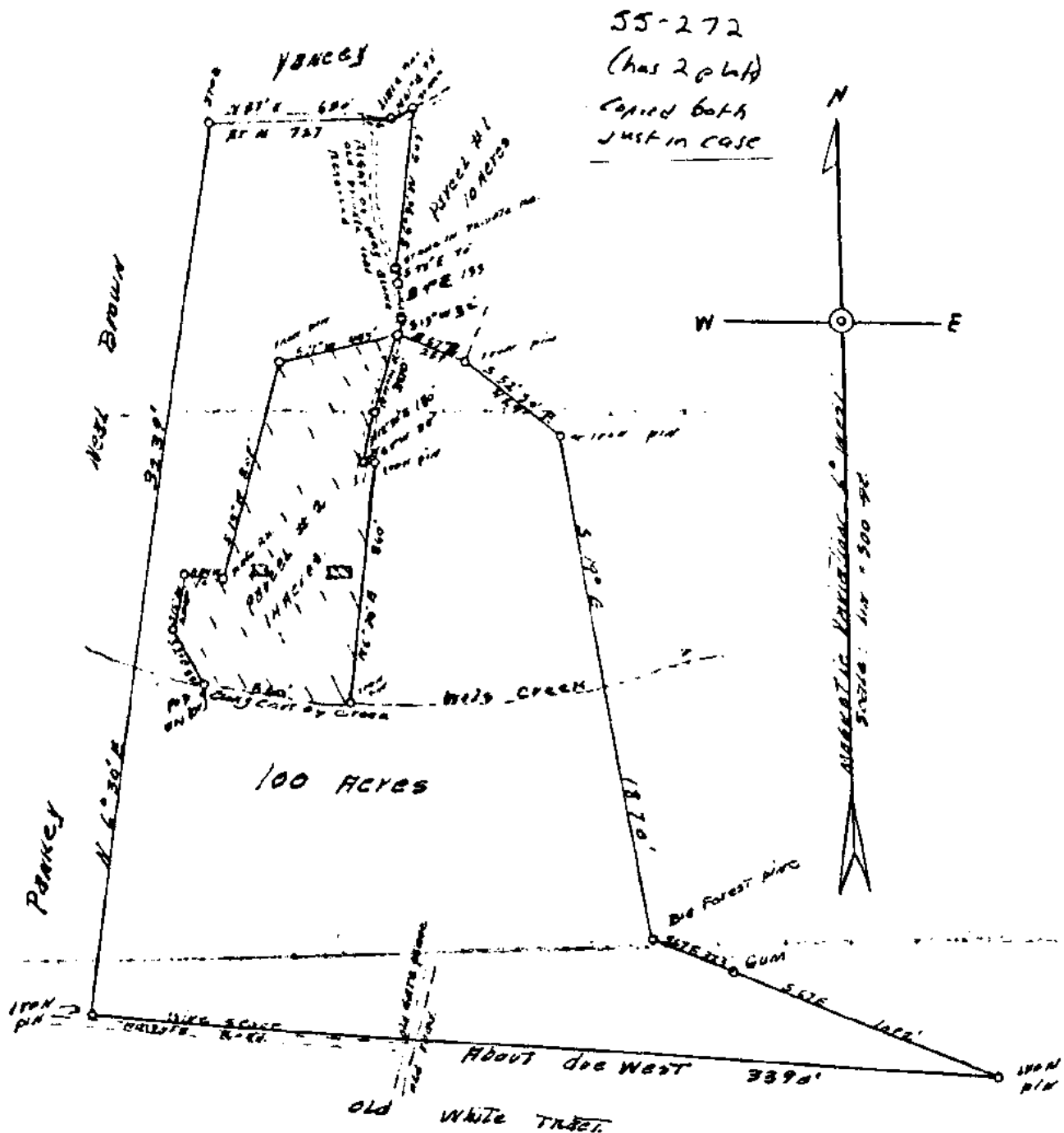
THIS DEED, Made this 27th day of October, 1971, by and between Viviane Vosganian and Kirkor Vosganian, her husband, parties of the first part and Varjabidian, party

7729
Kamig and
delivered to
C. W. Anderson, atty.

APPROVED FOR AND OF MAY 1967
 C.E. OBJECT ENGINEER

LOCAL SECTION
 3" ASUR BASE MATERIAL TYPE 2
 3" OR 2" 1/4" WITH PRIME & DOUBLE
 3" SURFACE TREATMENT
 19-30' ROADWAY





The above plot represents one hundred (100) acres of land. Aggregate area of this tract was 124 acres from a survey made by EMNETT D. GILLESPIE, SAC. for R. B. Jones Dec. 23, 1948. Parcel #1 (10 acres) and parcel #2 (14 acres) as shown above cut off from original area by order of above-mentioned R. B. Jones March 31, 1952, said land is located in Marshall Magisterial District in Buckingham County, Virginia.

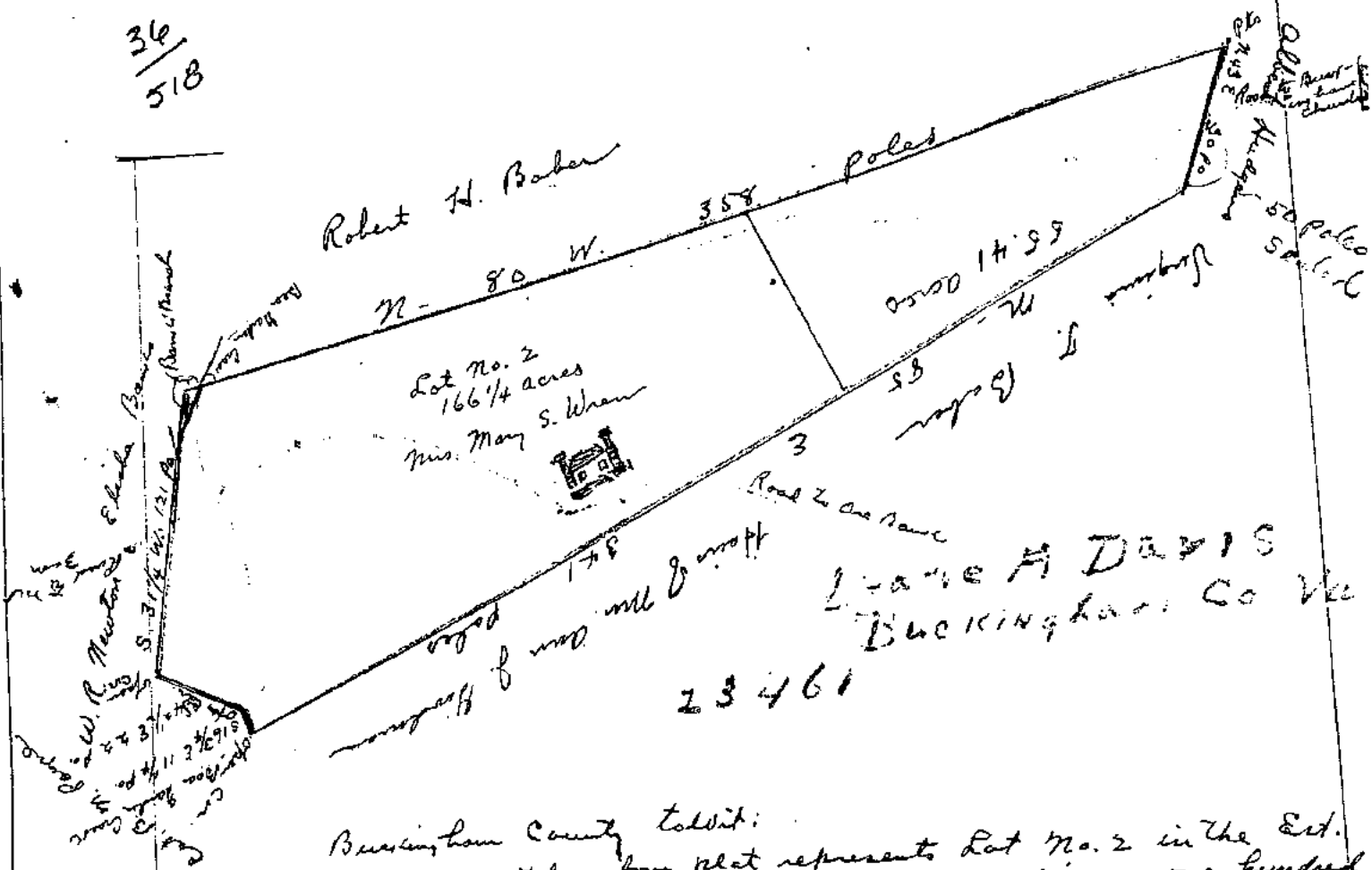
Carroll Gillespie C.S.D.

I, D. L. Jones, a Justice of the Peace, in the State of Virginia, do hereby certify that Sallie E. Davis, whose name is signed to this foregoing writing, bearing date on the 17th day of July, 1935, personally appeared before me in my said County and acknowledged the same.

Given under my hand this 17th day of July, 1935.

D. L. Jones
Justice of the Peace.

36
518



Buckingham County to wit:

The above plat represents Lot No. 2 in the Est. of Col. Edward Baker, decd. in said County, containing one hundred fifty-six & one quarter (166 1/4) acres layed off to Mrs. Mary S. Wham under the supervision of Commissioners James W. Zim, Walter Stapp, R. M. Stone — E. L. B. Tedman, —

Mag. Var. 2 1/4° West

Surveyed August 1879

by J. Stanley Reynolds

any out. to be
closed in.

1-28-35

#2020-506

BOOK 469 PAGE 919

2

Tax Map Nos. 140-11; 140-4; 152-10; 173-18; 173-62; 18-23; 182-27; 190-28; 190-36; 28-7; 28-8; 29-2; 29-3; 40-14; 40-15; 40-18; 40-29; 41-1; 41-19; 41-20; 43-41; 48-28; 52-17; 52-18; 53-16; 53-6; 54-157; 54-190; 85-18; 86-3; 19-16; 170-18; 170-30; and 169-57.

THIS IS A CREDIT LINE DEED OF TRUST within the meaning of Section 55.1-318 of the Code of Virginia (1950), as amended. For the purposes of and to the extent required by such Section, (a) the name of the person secured by this Deed of Trust (the "Beneficiary") is MetLife Real Estate Lending LLC, and (b) the address at which communications may be mailed or delivered to such person is set forth on page 3 of this Deed of Trust.

Loan No. 200700

**DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, ASSIGNMENT
OF LEASES AND RENTS AND FINANCING STATEMENT COVERING TIMBER
TO BE CUT AND AS EXTRACTED COLLATERAL**

GRANTOR: BTG PACTUAL OEF PROPERTY 2, L.P., a Delaware
limited partnership

GRANTEE (Trustee): LAWYERS TITLE REALTY SERVICES, INC., a Virginia
corporation

GRANTEE (Beneficiary): METLIFE REAL ESTATE LENDING LLC, a Delaware
limited liability company

Full Legal Description on Exhibit A

**Drafted outside the Commonwealth of Virginia. Recording requested by and when
recorded return to:**

Andrew Freeman, Esq.
Adams and Reese LLP
11 N Water Street, Suite 23200
Mobile, AL 36602

- 1 -

Buckingham County, VA

COLLATERAL IS OR INCLUDES FIXTURES. THE SECURED PARTY (BENEFICIARY) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN.

THE MAXIMUM AGGREGATE AMOUNT OF PRINCIPAL TO BE SECURED AT ANY ONE TIME IS \$75,000,000.00 PLUS ACCRUED INTEREST AND COSTS AND FEES RELATING THERETO.

This Deed of Trust is part of a multi-state financing in the original principal amount of \$75,000,000.00, which is secured by mortgages and/or deeds of trust on real estate both inside and outside of Virginia. The total value of all real estate secured is \$171,068,000.00¹, and the total value of the all the Virginia real estate secured is \$55,968,000.00². Pursuant to Virginia Code § 58.1-803(B), the Virginia recordation tax on this Deed of Trust shall be only upon such proportion of the debt secured as the value of the property located in Virginia bears to the value of the all property. The value of the property in Virginia is 32.7%³ percent of the total value of the entire property. Therefore, Virginia state and local recordation taxes for this deed of trust should be based on the sum of \$24,537,600, resulting in a total amount of state and local taxes payable in the sum of \$74,161.93.

PURSUANT TO SECTION 58.1-812, CODE OF VIRGINIA, AS AMENDED, THE STATE TAX IMPOSED BY SECTION 58.1-803(B), CODE OF VIRGINIA, AS AMENDED, HAS BEEN PAID IN FULL IN THE AMOUNT OF \$55,621.44 TO THE CLERK OF THE CIRCUIT COURT OF BUCKINGHAM⁴, VIRGINIA.

THE LOCAL TAX IMPOSED BY SECTION 58.1-814, CODE OF VIRGINIA, AS AMENDED, IS \$18,540.49⁵ AND PAID ON THE BASIS OF THE FOLLOWING PERCENTAGE AMOUNTS AS ALLOCATED BASED UPON THE PRO RATA VALUES OF THE PROPERTIES SECURED THEREBY:

JURISDICTION:	Allocated % & Amount:	AMT OF LOCAL TAX:
1. Buckingham County	22.72% \$12,715,524.75	\$4,212.40
2. Cumberland County	34.06% \$19,065,751.28	\$6,314.89
3. Dinwiddie County	34.42% \$19,262,000.00	\$6,381.63
4. Lunenburg County	6.09% \$3,407,032.82	\$1,129.12
5. Powhatan County	2.71% \$1,517,691.15	\$502.45
TOTAL	100% \$55,968,000.00	\$18,540.49

1 Total value of all property, inside and outside Virginia ("B").

2 Total value of all property inside Virginia ("C").

3 C divided by B

4 Identify the county in which the state tax is paid.

5 Identify the total local tax paid in the five counties, and then state in the chart below the proration among the five counties.

**DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING,
ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT
COVERING TIMBER TO BE CUT AND AS EXTRACTED COLLATERAL**

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT COVERING TIMBER TO BE CUT AND AS EXTRACTED COLLATERAL (hereinafter, together with all amendments, supplements, extensions, restatements and modifications thereto, being referred to as this "**Deed of Trust**"), made and entered into as of March 24, 2020, among **BTG PACTUAL OEF PROPERTY 2, L.P.**, a Delaware limited partnership, with an address at 1180 Peachtree St NE, Suite 1810, Atlanta, GA 30309 ("**Grantor**"); **LAWYERS TITLE REALTY SERVICES, INC.**, as trustee, with an address at 2701 Emerywood Pkwy (#200), Richmond, VA 23294 ("**Trustee**"); and **METLIFE REAL ESTATE LENDING LLC**, a Delaware limited liability company with an address at c/o MetLife Investment Management, LLC, 6750 Poplar Avenue, Suite 109, Germantown, Tennessee 38138 ("**Beneficiary**").

For purposes of Article 9 of the Uniform Commercial Code (Virginia Code Ann. § 8.9A), this Deed of Trust constitutes a Security Agreement with Grantor being the Debtor and Beneficiary being the Secured Party. Collateral is or includes fixtures. This Deed of Trust also constitutes a Financing Statement filed as a fixture filing pursuant to Article 9 of the Uniform Commercial Code. This Deed of Trust also constitutes a Financing Statement covering Timber (as defined in the Deed of Trust), timber to be cut and as extracted collateral, each as defined in and pursuant to Article 9 of the Uniform Commercial Code (Virginia Code Ann. § 8.9A-502). This Document Serves as a Fixture Filing Under Va. Code Section 8.9A-502(c).

WITNESSETH:

THAT WHEREAS, Grantor and certain affiliates of Grantor (collectively, "**Borrower**") are indebted to Beneficiary in the original principal amount of SEVENTY-FIVE MILLION AND 00/100 DOLLARS (US\$75,000,000.00), together with interest thereon, as evidenced by that certain Promissory Note of even date herewith, executed by Borrower and delivered to Beneficiary, which by reference is made a part hereof to the same extent as though set out in full herein (said note, as presently constituted and as it may hereafter be amended, extended, renewed or consolidated, together with any and all notes that may hereafter be given in substitution therefor, being hereinafter referred to as the "**Note**").

THAT FOR GOOD AND VALUABLE CONSIDERATION, including the Obligations (as hereinafter defined) herein recited and the trust herein created, the receipt of which is hereby acknowledged, **GRANTOR DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, PLEDGE, ASSIGN, MORTGAGE, TRANSFER AND SET OVER UNTO TRUSTEE IN TRUST WITH POWER OF SALE FOR THE BENEFIT OF BENEFICIARY** and its successors and assigns all right, title and

interest in and to the property and interests described in the following granting clauses, and does hereby grant to Beneficiary a security interest in and a pledge of the property and interests described in the following granting clauses, which constitute or may constitute goods or personal property, including, without limitation, timber to be cut and as-extracted collateral (all said property and interests described in the following granting clauses or otherwise granted by Grantor herein are collectively hereafter referred to as the "Mortgaged Property" or "Collateral"):

(a) All right, title and interest in and to those pieces or parcels of land described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

(b) All singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

(c) All buildings and improvements of every kind and description now or hereafter erected or placed on the Property (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Property, and all fixtures attached to or contained in and used in connection with the aforesaid Property and Improvements or any part thereof or derived from or acquired by any proceeds of the Property or Improvements or any part thereof, including, but not limited to, fixtures consisting of furniture, appliances, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings or plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, telephone systems, televisions and television systems, or computer systems and all renewals or replacements thereof or articles in substitution thereof (the "Tangible Personality");

(d) All timber of every kind and description, now or hereafter growing, or to be grown, harvested from, pertaining to and located on the Property (including owned or leased), including, without limitation all property related to nursery operations or replanting and reforestation, seedlings, nursery stock, trees, growing trees, standing timber, timber lying on the ground, timber cut and timber to be cut, severed timber, stumpage, forest products, lumber, pulpwood, and all products and by-products of any timber operations conducted or to be conducted on the Property, and all proceeds, accounts and general intangibles resulting from the sale of such timber and timber to be cut and timber interests (sometimes collectively referred to herein as "Timber") (the Property, the Improvements, the Minerals and the Timber hereinafter sometimes collectively referred to as the "Real Estate"). The Real Estate is not used principally for agricultural purposes;

(e) All farm products, crops, biomass and other organic products now or hereafter growing, standing or lying on, or to be grown, harvested from, pertaining to

and located on, the Property, and all products and by-products of any agricultural operations conducted or to be conducted on the Property, and all proceeds, accounts and general intangibles resulting from the sale of such agricultural products;

(f) All coal, oil, gas and other minerals owned by Grantor and located on, in or under the Property and extracted or to be extracted, as extracted collateral and all mineral interests and all proceeds, accounts and general intangibles resulting from the sale of such minerals or mineral interests (sometimes collectively referred to herein as the "Minerals");

(g) (i) All of Grantor's rights (but not its obligations except as otherwise expressly agreed in writing by Beneficiary) under any and all agreements, subleases, surface leases, licenses, written or oral, of or with respect to the Real Estate, and all agreements for use or occupancy, or exploration, drilling, mining, extraction, storage, transportation, processing and handling of Minerals, and all timber sale agreements, timber leases, timber deeds, timber purchase agreements or stumpage agreements and other contracts and agreements pursuant to which Grantor has agreed to sell any standing or severed timber, pulpwood or other timber products from the Real Estate, affecting all or any portion of the Real Estate (collectively, the "Existing Agreements"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made including subleases thereunder, upon, covering or affecting all or any part of the Real Estate or the Improvements, together with any and all guaranties of the lessee's, any sublessee's, or contracting party's performance thereunder (all such Existing Agreements or future agreements, deeds or contracts, including but not limited to the Existing Agreements, any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Estate being hereinafter collectively referred to as the "Agreements") and all right, title and interest of Grantor in and to property of any tenant or other person under any such Agreement, and any and all cash, security deposits, advance payments or rentals and deposits or payments of a similar nature under any such Agreement and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments), subject, however, to the revocable license given to Grantor to collect and use the rents, income and other benefits arising under any such Agreement as provided below;

(ii) All permits, special permits, licenses, approvals, maps, surveys, title records, studies, reports, contracts and agreements affecting the operation of the Real Estate now owned or hereafter acquired by Grantor;

(iii) All right, title and interest in and to all water and water rights, royalties, coal, oil, gas and other mineral royalties, profits, proceeds, fees, farm products revenue, hunting lease or other recreational lease revenue and other income of any kind or manner whatsoever arising from or related to operations on or any proceeds,

profits or profits a prendre arising from the Real Estate, including income from nursery operations, seedling operations, timber and pulpwood contracts, option agreements, coal, oil, gas or mineral leases, coal tippie leases, hunting, fishing and recreational leases and licenses, option agreements and land sales;

(iv) The immediate and continuing right to collect and receive all of the rents, income, royalties, receipts, revenues, issues and profits now due or which may become due or to which the Grantor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Agreements or from or out of the Real Estate, or any part thereof, including but not limited to any and all rights and claims of any kind that the Grantor may have against any such party under the Agreements or against any subtenants, occupants or licensees of the Real Estate or the Improvements, or against the purchaser under any timber deed, cutting agreement or timber sale agreement or coal lease, oil or gas lease, or any other mineral lease (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Estate and all claims as a creditor in connection with any of the foregoing), all such moneys, rents, rights and claims in this paragraph described being hereinafter referred to as the "Receipts"; provided, however, so long as no Event of Default has occurred and is continuing under this Deed of Trust, the Grantor shall have the right under a license granted hereby (but limited as provided below) to collect, receive and retain the Receipts, but no Receipts shall be collected more than 30 days in advance of the due date thereof;

(h) All accounts, accounts receivable, general intangibles, payment intangibles, trade names, trademarks, commercial tort claims, letter of credit rights and proceeds, supporting obligations of every kind and nature, documents, contract rights, construction contracts, commercial paper, notes, drafts, acceptances, instruments, chattel paper, bonuses, actions and rights in action arising from or relating to any such property now owned or hereafter acquired by Grantor which relate to the Real Estate or the proceeds thereof, but not Grantor's obligations thereunder;

(i) Reserved;

(j) All proceeds, products, extensions, additions, improvements, betterments, renewals, reversions, substitutions, replacements, accessions, accretions and relictions of and to all or any part of the Real Estate, and on the other property referenced in these granting clauses or encumbered by this Deed of Trust, including, without limitation, all proceeds arising from the sale or other disposition thereof;

(k) All right, title and interest of Grantor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) all streets, roads, railroad rights of way, riparian and littoral rights and public places (whether open or proposed) adjoining or otherwise providing access to the Real Estate,

(2) the Real Estate lying in the bed of such streets, roads, railroad rights of way and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of Real Estate adjoining or used or intended to be used in connection with all or any part of the Real Estate or appurtenances thereto;

(l) All easements, rights-of-way, gores of land, ways, riparian rights and rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, claims, franchises, licenses, profits, rents, royalties, tenements, hereditaments, reversions, remainders and appurtenances of every nature whatsoever, whether appurtenant or in gross, in any way now or hereafter belonging, relating, appertaining to or useful in the operation of all or any part of Real Estate, whether legal or equitable ("Easements");

(m) All right, title and interest of Grantor (but not its obligations except as otherwise expressly agreed in writing by Beneficiary), whether now owned or hereafter acquired, in and to: (1) each and every policy of insurance now or hereafter in effect which insures the Collateral, or any part thereof, (2) any and all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and interest thereon, now or hereafter made or payable in connection with any casualty or other damage to all or any part of the Real Estate or appurtenances thereto, or in connection with any condemnation proceedings affecting any such property or any taking under power of eminent domain (or any conveyance in lieu of or under threat of any such taking) of any such property or any rights thereto or any interest therein, including, without limitation, any and all compensation for change of grade of streets or any other injury to or decrease in the value of such property, (3) Reserved, (4) any and all proceeds of any other conversion (whether voluntary or involuntary) of any such property into cash or any liquidated claim, (5) any and all refunds or rebates of or with respect to any insurance premiums and real estate taxes, impositions or levies, and tax credits or benefits or deposits relating thereto, with respect to such property, and (6) all contractual and other indemnities, assurances, guaranties and similar agreements, and all rights, benefits and privileges of Grantor in and to, any and all contracts relating to operation, maintenance, management or security of any Collateral);

(n) All right, title and interest of Grantor (whether as seller, purchaser or otherwise), but not its obligations, in and to any and all agreements in the nature of options or for the sale or any other transfer of all or any part of the Collateral, together with any and all down payments, earnest money deposits and other sums paid or payable or deposited in connection therewith, and all rights which Grantor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Estate or Collateral or any part thereof;

(o) All rights, hereditaments and appurtenances pertaining to the foregoing; and all other interests of every kind and character that Grantor now has or at any time hereafter acquires in and to the Property, Improvements or the Timber described

herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Grantor with respect to such property;

(p) All property and rights of the type and nature set forth above hereafter acquired by Grantor, relating to the Real Estate and any and all further or greater estate, right, title, interest, claim and demand of Grantor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto;

(q) All other property or rights defined as security for the Obligations in the Loan Agreement or in any other Loan Document now or hereafter signed by Grantor in favor of Beneficiary; notwithstanding anything to the contrary above, it is the intention of Grantor to grant Beneficiary a security interest in only all of its assets related to the Real Estate; and

(r) Any proceeds of any sales or disposition of any of the property described in paragraphs (a) through (q) hereof, or any part hereof, including cash proceeds, non-cash proceeds, insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing;

PROVIDED, HOWEVER, that none of the Collateral includes, and none of the foregoing description of Collateral shall include, any Excluded Property (as defined in the Loan Agreement).

SUBJECT, HOWEVER, to the exceptions described in the Loan Agreement as Permitted Encumbrances.

That portion of the Collateral which constitutes real property or fixtures is referred to as the "Real Property Collateral" and all other Collateral is referred to as the "UCC Collateral" or the "Code Collateral," and Grantor does hereby grant and convey a security interest in and pledge the Code Collateral to Beneficiary as security for the Obligations, as that term is hereinafter defined.

TO HAVE AND TO HOLD the Real Property Collateral, together with the rights, privileges and appurtenances thereto belonging, unto Trustee and its heirs, executors, administrators, personal representatives, representatives, successors and assigns in trust forever and Grantor hereby binds itself and its heirs, executors, administrators, personal representatives, representatives, successors and assigns to warrant and forever defend the Real Property Collateral unto Beneficiary and its successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof, and the Code Collateral, together with the rights, privileges and appurtenances thereto belonging, unto the Beneficiary and its heirs, executors, administrators, personal representatives, representatives, successors and assigns, forever, and Grantor hereby binds itself and its heirs, executors, administrators, personal

representatives, representatives, successors and assigns to warrant and forever defend the Code Collateral unto the Beneficiary and its heirs, executors, administrators, personal representatives, representatives, successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

THIS DEED OF TRUST is given to secure the Obligations and the keeping, performance and observance of, and compliance with, all provisions and agreements required to be kept, performed, observed and complied with by or on behalf of Grantor under the Loan Agreement, this Deed of Trust or under any of the other Loan Documents, and also to secure repayment, reimbursement and indemnification to Beneficiary of all future advances, fees, liabilities, costs and expenses, including court costs and attorneys' fees, together with interest thereon as provided in the Loan Agreement, this Deed of Trust and in the other Loan Documents, made, paid, suffered or incurred by or for the account of Beneficiary pursuant to the Loan Agreement, this Deed of Trust and/or the other Loan Documents.

1. LOAN AGREEMENT; NOTE.

This Deed of Trust is being executed pursuant to the terms of the Loan Agreement, of even date herewith, between the Borrower, the Beneficiary, and certain guarantors (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"). Any capitalized terms used in this Deed of Trust and not otherwise defined shall have the meanings assigned in the Loan Agreement. Pursuant to the Loan Agreement, the Borrower is indebted to Beneficiary in the original principal amount of Seventy-five Million and 00/100 Dollars (US\$75,000,000.00) (the "Loan"), as evidenced by the Note. The Note, this Deed of Trust, the other documents evidencing or securing the Note and the Loan Agreement with respect to the Note, including; without limitation, that certain Environmental Indemnity Agreement from Grantor and Grantor's affiliates to Beneficiary of even date herewith, and such other documents, are herein referred to collectively as the "Loan Documents".

1.1 Obligations. Accordingly, this Deed of Trust is made for the following uses and purposes, and is given to secure and shall secure the prompt payment of the following, which Grantor agrees to pay and perform (hereinafter sometimes referred to collectively as the "Obligations" or "Secured Obligations"):

1.1.1 Payment and performance of all of Grantor's indebtedness and obligations pursuant to the Note, including without limitation, payment of the principal indebtedness evidenced by the Note, together with interest thereon at the rate or rates specified in the Note, including without limitation interest at the Default Rate, as applicable, in accordance with the terms of the Note, and all premiums payable thereon and all other indebtedness evidenced by the Note, all of which indebtedness is payable in lawful money of the United States of America;

1.1.2 Any and all sums now or hereafter becoming due and payable by the Grantor to the Beneficiary or Trustee under the terms of this Deed of Trust, including

but not limited to advancements made by the Beneficiary pursuant to the terms and conditions of this Deed of Trust with interest as herein provided and any debt or obligation arising as a result of the breach of any warranty or representation set forth in this Deed of Trust;

1.1.3 Performance and discharge of each and every obligation, promise and agreement of Grantor contained in this Deed of Trust, the Note, the Loan Agreement with respect to the Note and this Deed of Trust and in any and all assignments of rents and leases, security agreements, collateral assignments, cash collateral agreements, supplemental agreements and any and all other Loan Documents, including without limitation the defense and indemnity obligations under the Environmental Indemnity Agreement;

1.1.4 The Obligations as defined in the Loan Agreement;

1.1.5 All renewals and extensions of any or all of the obligations of the Grantor described in the foregoing subsections, whether or not any renewal or extension agreement is executed in connection therewith; and

1.1.6 The payment of all future and additional indebtedness, direct or indirect, created after the date of this Deed of Trust, pursuant to the terms hereof or of the Loan Documents, which may be owing by Grantor to the holder of the Note at any time prior to the payment in full with interest of the Obligations or the foreclosure of this Deed of Trust therefor (the event occurring first to be controlling); such additional indebtedness to be secured hereby regardless of whether it shall be predicated upon future loans or advances hereafter made by the holder(s) of the Note, or obligations hereafter acquired by such holder(s) through assignment or subrogation or otherwise, or shall represent indirect obligations (created after the date of this Deed of Trust) based upon any endorsements, guaranties or suretyship; and it is agreed that this Deed of Trust shall stand as security for all such future and additional indebtedness whether it be incurred for any business purpose that was related or wholly unrelated to the purpose of the Loan, or whether it was incurred for some personal or nonbusiness purpose, or for any other purpose related or unrelated, or similar or dissimilar, to the purpose of the Loan, and also to secure the full and complete performance of each and every obligation, covenant, duty and agreement of the Grantor contained in this Deed of Trust.

1.2 Future Advances, Other Debts and Maximum Amount. It is expressly understood that this Deed of Trust is intended to and does secure, not only the indebtedness herein specifically mentioned, but also future advances and any and all other indebtedness and other obligations and liabilities, direct or contingent, of said Grantor to said Beneficiary under the Loan Documents, whether now existing or hereafter arising, and any and all extensions, renewals and modifications of same, or any part thereof, at any time before actual cancellation of this instrument on the land records of the county where the Collateral is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (all of which future advances and other indebtedness shall be deemed to be included in the definition

of "Obligations" and "Secured Obligations" hereunder). This is a Credit Line Deed of Trust within the meaning of Section 55.1-318 of the Code of Virginia, and is given to secure, among other things, payment of the credit evidenced by the Loan Agreement and other Loan Documents, and as described above shall secure not only existing indebtedness, but future advances (including all extensions, renewals and modifications of such future advances), whether such advances are obligatory or are to be made at the option of Beneficiary to the same extent as if such future advances were made on the date of the execution of this Deed of Trust.

2. GRANTOR'S REPRESENTATIONS, COVENANTS AND WARRANTIES.

In order to induce Beneficiary to extend credit to Borrower, Grantor represents, covenants and warrants to Trustee and Beneficiary that:

2.1 Valid Title, etc. The Grantor has good and marketable title and is lawfully seized of an indefeasible estate in fee simple in and to the Real Estate; and good and marketable title to personal property in which a security interest is granted under the Loan Documents; Grantor further has a good right to sell and mortgage, grant a security interest in, and assign, the Collateral; the Collateral is free and clear of any deeds of trust, mortgages, liens, encumbrances, assignments or security interests other than Permitted Encumbrances.

This Deed of Trust constitutes a valid and subsisting first priority Mortgage and lien on the Collateral and Grantor shall take all steps necessary to preserve and protect the validity and priority of the first lien on, security interests in, and assignments of, the Collateral created hereby, except in each case with respect to Permitted Encumbrances. The Grantor shall execute, acknowledge and deliver such additional instruments as the Beneficiary may reasonably deem necessary in order to preserve, protect, continue, extend or maintain the liens, security interests and assignments created hereby as first liens on, security interests in, and assignments of, the Collateral, except as otherwise permitted under the terms of this Deed of Trust. If any such claim is asserted against the lien of this Deed of Trust or the Collateral, Grantor will promptly, at its own cost and expense, (a) pay the underlying claim in full or take such other action so as to cause same to be released, and (b) within fifteen (15) days from the date such lien or security interest is so asserted, give Beneficiary notice of such lien or security interest. Such notice shall specify who is asserting such lien or security interest and shall detail the origin and nature of the underlying claim giving rise to such asserted lien or security interest. Without limiting the generality of the foregoing, Grantor will pay in full all sums owing or claimed for labor, materials, supplies, personal property (whether or not forming a fixture hereunder), and services of every kind and character used, furnished or installed in or on the Collateral, provided, however, that Grantor shall have the right to contest in good faith the amount or validity of any such liens by appropriate legal proceedings and in accordance with all applicable law, after notice to, but without cost or expense to, Beneficiary, provided that (i) no Event of Default has occurred and is continuing, (ii) Grantor pays such liens when due and payable, unless Grantor delivers evidence satisfactory to Beneficiary that, as a result of Grantor's contest, Grantor's obligation to

pay such liens has been deferred by the posting of a bond as required by applicable law and rules, (iii) such contest shall be promptly and diligently prosecuted by and at the expense of Grantor, (iv) such contest shall be discontinued and the lien paid in full if any proceedings to foreclose such lien are initiated or if the priority or security interest created by this Deed of Trust shall be in imminent danger of being impaired, and (v) in any case where Grantor has not posted bond under clause (ii) above, Grantor shall have set aside adequate reserves (in Beneficiary's judgment) for the payment of such liens, together with all interest and penalties thereon. All costs and expenses incurred in connection with the protection, preservation, maintaining of the liens, security interests and assignments hereby created, including without limitation costs, fees and expenses incurred in correcting, reforming or altering this Deed of Trust, shall be paid by the Grantor.

2.2 Operation for Permitted Use. Subject to the rights of third parties existing on the date hereof and except as otherwise permitted by the Loan Agreement, Grantor will operate the Collateral only as a commercial tree farm and will not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Collateral in any manner which violates any provisions governing the use, operation, occupancy or maintenance of the Collateral set forth in this Deed of Trust, the Loan Agreement, or any of the other Loan Documents.

2.3 Maintenance of Rights of Way, Easements and Licenses. Grantor will maintain, preserve and renew (to the extent Grantor has the right to renew on commercially reasonable terms) all material rights of way, easements, grants, privileges, licenses and franchises reasonably necessary for the use of the Collateral from time to time. Grantor will not, without the prior consent of Beneficiary, which consent will not be unreasonably withheld, initiate, join in or consent to any private restrictive covenant or other public or private restriction as to the use of the Collateral, or any condominium declaration, plat or other document having the effect of subjecting the Collateral to the condominium or cooperative form of ownership. Grantor shall, however, comply with all easements, servitudes and restrictive covenants which may at any time affect the Collateral, zoning ordinances and other public or private restrictions relating to the use of the Collateral.

3. COVENANTS AND AGREEMENTS OF GRANTOR.

The Grantor covenants and agrees that, until the Obligations are paid in full and this Deed of Trust is satisfied in writing by the Beneficiary:

3.1 Payment of Taxes and Other Assessments. The Grantor will fulfill all of its obligations in connection with the payment of taxes and other assessments as more fully set forth in the Loan Agreement.

3.2 Insurance. The Grantor shall keep or cause to be kept insurance with respect to the Collateral in accordance with the Loan Agreement.

3.3 Compliance with Law. The Grantor shall comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions affecting the Collateral, and shall obtain any and all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the Collateral or the conduct of its business, and Grantor shall not suffer nor permit any act to be done in or upon the Collateral in violation thereof.

3.4 Waste, Demolition, Alteration or Replacement and Preservation and Use of Mortgaged Property. Except as provided in the Loan Agreement, the Grantor shall cause the Collateral and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, normal wear and tear excepted (subject to damage by casualties) shall not commit or permit waste thereon, without the express prior written consent of the Beneficiary, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be preserved and maintained. Upon any material failure to maintain the Collateral in accordance with the provisions of the Loan Agreement and this Deed of Trust, and after notice to Grantor of such failure, which is not cured by Grantor within thirty (30) days of receipt of such notice, Beneficiary, at its option, may cause reasonable repair and maintenance work to be performed at the cost of Grantor.

3.5 Protection of Security. Beneficiary may appear in and defend any action or proceeding purporting to affect the security hereof and may bring any action or proceeding, in its own name or in the name of and on behalf of Grantor, which Beneficiary reasonably determines should be brought to protect its interests in the Collateral, including, without limitation, any material title defect or claim, and Grantor shall pay all reasonable costs and expenses, including reasonable costs of evidence of title and attorneys' fees incurred by Beneficiary in connection with any such actions or proceedings.

3.6 Timber Management and Harvest Provisions. Grantor shall comply with all of the covenants and restrictions regarding the management and harvesting of Timber and the management, extraction, processing and handling of coal, oil, gas or other minerals located on the Collateral in accordance with the terms and conditions of the Loan Agreement.

3.7 Assignment of Receipts and Agreements.

3.7.1 Grantor does hereby absolutely and unconditionally assign to Beneficiary all of its right, title and interest in all Agreements and Receipts and all proceeds from the sale, cancellation, surrender or other disposition of the Agreements, it being intended by Grantor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Such assignment to Beneficiary shall not be construed to bind Beneficiary to the performance of any of the covenants, conditions or provisions contained in any such Agreement or otherwise to impose any obligation upon Beneficiary. Grantor agrees to execute and deliver to Beneficiary such

additional instruments in form and substance satisfactory to Beneficiary, as may hereafter be reasonably requested by Beneficiary to further evidence and confirm such assignment. Nevertheless, subject to the terms of this Section, Beneficiary grants to Grantor a revocable license to collect the Receipts. Upon the occurrence of an Event of Default, the license granted to Grantor herein shall be automatically revoked and Beneficiary shall immediately be entitled to receive all Receipts and to exercise or enforce, or seek to exercise or enforce, or avail itself of, any and all of the rights, powers, privileges, authorizations or benefits assigned and transferred to Beneficiary hereunder, whether or not Beneficiary enters upon or takes control of the Collateral. Beneficiary is hereby granted and assigned by Grantor the right, at Beneficiary's option, upon the revocation of the license granted herein to enter upon the Collateral in person, by agent or by court-appointed receiver to collect the Receipts. Any Receipts collected after the revocation of the license herein granted may be applied toward payment of the Obligations in such priority and proportion as Beneficiary, acting reasonably, shall deem proper. It is further the intent of Grantor and Beneficiary that the Receipts hereby absolutely assigned are no longer, during the term of this Deed of Trust, property of Grantor or property of any estate of Grantor as defined in Section 541 of the Bankruptcy Code. The term "Receipts" as used herein shall mean the gross receipts without deduction or offsets of any kind.

3.7.2 It is the intention of Beneficiary and Grantor that the assignment effectuated by this Deed of Trust with respect to the Receipts shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Beneficiary's interest in the Receipts constitutes a lien on or security interest in or pledge of the Receipts, it is agreed and understood that such lien, security interest or pledge shall be deemed to be perfected upon the filing of this Deed of Trust and that the forwarding of a notice to Grantor and/or the other parties to such Agreements (the "Buyer/Lessees") after the occurrence of an Event of Default, advising Grantor of the revocation of Grantor's license to collect such Receipts, shall be sufficient action by Beneficiary to (1) enforce the perfected lien on or security interest in or pledge of the Receipts, (2) take possession thereof and (3) entitle Beneficiary to immediate and direct payment of the Receipts, for application as provided in this Deed of Trust, all without the necessity of any further action by Beneficiary, including, without limitation, any action to obtain possession of the Collateral or any portion thereof.

3.7.3 All Agreements executed after the date of this Deed of Trust, except as provided in the Loan Agreement, shall provide that they are subordinate to this Deed of Trust and that the Buyer/Lessee agrees to attorn to Beneficiary; provided, however, that nothing herein shall affect Beneficiary's right to designate from time to time any one or more Agreements as being superior to this Deed of Trust and Grantor shall execute and deliver to Beneficiary and shall cause to be executed and delivered to Beneficiary from each Buyer/Lessee under such Agreement any instrument or agreement as Beneficiary may deem necessary to make such Agreement superior to this Deed of Trust. At any time that Grantor shall enter into an Agreement, Grantor shall, at the request of Beneficiary, cause the Buyer/Lessee thereto, and any Guarantor thereunder, to

execute and deliver to Beneficiary a consent with respect to such Agreement permitting the assignment thereof to Beneficiary consistent with the terms hereof and otherwise on reasonable terms and in the form then currently being used by Beneficiary.

3.7.4 Grantor shall not, without the prior written consent of Beneficiary, enter into any recreational lease or license for all or any portion of the Real Estate, other than leases or licenses as and to the extent permitted under the Loan Agreement ("hunting leases").

3.7.5 With respect to any Agreement (other than as provided in the Loan Agreement and as set forth in Section 3.7.4 above with respect to hunting leases), (a) Grantor shall not, without the prior written consent of Beneficiary, which shall not be unreasonably withheld: (i) alter, amend, change or waive the terms of any such Agreement or cancel, terminate, abridge, release a party thereto or otherwise modify the terms of any such Agreement, whether by written document, course of dealing or otherwise, (ii) consent to any assignment of or subletting under any such Agreement, (iii) cancel, terminate, abridge or otherwise modify any guaranty of any such Agreement or the terms thereof, or (iv) collect or accept prepayments of installments of Receipts more than 30 days in advance of the due date thereof, and (b) Grantor shall enforce (not including termination) at its cost and expense the obligations of the other parties under the Agreements and the obligations of any Guarantor under any Guarantee, to the full extent thereof. Grantor hereby represents, warrants and covenants to Beneficiary that (aa) Grantor has or shall have good title to and the right to assign the Agreements to Beneficiary and no other person or entity has any right, title or interest in any of the Agreements, except for those persons or entities who are stated therein to be parties thereto; (bb) the Agreements are in full force and effect, and to the best of Grantor's knowledge, no default exists under any of the Agreements and no fact or circumstance exists under any of the Agreements which, with the lapse of time or giving of notice or both, would constitute a default by any party thereunder, and (cc) Grantor has not previously assigned, pledged or hypothecated, whether absolutely, conditionally, collaterally or otherwise or by operation of law, or otherwise transferred its interests under any of the Agreements or to the Receipts and shall not make, consent to, suffer or permit any such assignment, pledge, hypothecation or transfer without the prior written consent of Beneficiary.

3.7.6 With respect to each Agreement (other than as provided in the Loan Agreement) Grantor shall, (i) observe and perform each and every provision thereof on the lessor's part to be fulfilled or performed under each Agreement and not do or permit to be done anything to impair the value of the Agreement as security for the Loan, including surrender or voluntary termination of any Agreement, (ii) promptly send to Beneficiary copies of all notices of default which Grantor shall send or receive thereunder, (iii) execute and deliver, at the request of Beneficiary, all such further assurances, confirmations and assignments in connection with the Collateral as Beneficiary shall, from time to time, require, (iv) upon request, furnish Beneficiary with executed copies of all Agreements, and (v) not perform any act or execute any other instrument that would be reasonably expected to prevent Beneficiary from enjoying and

exercising any of its rights and privileges evidenced hereby. Grantor shall from time to time upon request of Beneficiary, deliver to Beneficiary a list of all Agreements, with terms, rent, payments, information on all parties and other information reasonably required by Beneficiary which shall be certified as true and correct by Grantor.

3.7.7 BENEFICIARY SHALL NOT BE OBLIGATED TO PERFORM OR DISCHARGE, NOR DOES IT HEREBY UNDERTAKE TO PERFORM OR DISCHARGE, ANY OBLIGATION, DUTY OR LIABILITY UNDER THE AGREEMENTS BY REASON OF THIS DEED OF TRUST. GRANTOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY BENEFICIARY FOR AND TO HOLD BENEFICIARY HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH IT MAY OR MIGHT INCUR UNDER ANY OF THE AGREEMENTS BY REASON OF THIS DEED OF TRUST AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST IT BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS, OR AGREEMENTS CONTAINED IN ANY OF THE AGREEMENTS OR CONTRACTS, EXCEPTING ANY SUCH OBLIGATIONS OR UNDERTAKINGS EXPRESSLY ASSUMED BY BENEFICIARY FROM AND AFTER IT ACQUIRES TITLE TO THE COLLATERAL BY FORECLOSURE OR OTHERWISE. SHOULD BENEFICIARY INCUR ANY SUCH LIABILITY, LOSS OR DAMAGE BY REASON OF THIS DEED OF TRUST OR IN THE DEFENSE OF ANY SUCH CLAIMS OR DEMANDS, THE AMOUNT THEREOF, INCLUDING ALL REASONABLE COSTS, EXPENSES AND ATTORNEYS' FEES, SHALL BE SECURED HEREBY, AND GRANTOR SHALL REIMBURSE BENEFICIARY THEREFOR IMMEDIATELY UPON DEMAND, PROVIDED, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO LIABILITY, LOSS OR DAMAGE INCURRED BY BENEFICIARY DUE SOLELY TO ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN TAKING ANY ACTIONS TO EXERCISE ITS RIGHTS OR REMEDIES UNDER THIS SECTION 3.

3.7.8 Beneficiary's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Beneficiary, be deemed to constitute Beneficiary a "mortgagee in possession," nor obligate Beneficiary to appear in or defend any proceeding relating to any of the Agreements or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Agreements, or assume any obligation for any deposits delivered to Grantor by any Buyer/Lessee and not delivered to Beneficiary. Beneficiary shall not be liable for any injury or damage to person or property in or about the Collateral. This Section 3 shall not place responsibility upon Beneficiary for control, care, management or payment of taxes with respect to any property which is the subject of the Agreements or make Beneficiary responsible or liable for any negligence in the management, operation, or control of said property resulting in any loss or damage, in each case, excepting any events occurring after the date Beneficiary acquires title to the Collateral by foreclosure or otherwise.

3.7.9 Grantor hereby irrevocably authorizes and directs the parties under the Agreements to pay all Receipts to Beneficiary upon written demand by Beneficiary, without further consent of Grantor and regardless of whether Beneficiary has taken possession of any other portion of the Collateral, and such parties may rely upon any written statement delivered by Beneficiary to such parties. Any such party is hereby authorized by Grantor to rely upon and comply with any notice or demand by the Beneficiary for the payment to the Beneficiary of any amounts that may be or become due under the Agreement to which it is a party, or for the performance of any obligations under such Agreement. Grantor agrees that any party following such instructions from Beneficiary shall not be liable to Grantor or any person claiming under Grantor, for making any payment or rendering any performance to Beneficiary. No party shall have any obligation or right to inquire whether any default has actually occurred or is then existing. **BY ITS EXECUTION OF THIS DEED OF TRUST, GRANTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ANY PARTY FROM ANY LOSS, DAMAGE OR CLAIM ARISING FROM SUCH PARTY MAKING ANY PAYMENT TO BENEFICIARY IN RELIANCE UPON THE TERMS HEREOF.** Beneficiary agrees that it shall not exercise its rights under this Section 3.7.9 except after occurrence of an Event of Default.

3.7.10 Upon the occurrence of an Event of Default, Beneficiary shall have the right at its option to enforce and to exercise any or all of its rights hereunder or otherwise, whether or not Beneficiary has possession of the property which is the subject of an Agreement, and without notice to Grantor, and shall have the immediate and continuing right to cause Grantor to make and deliver, or to make and deliver on behalf of Grantor, any and all timber deeds required thereunder, to collect and receive all sums which may become due to Grantor or to which Grantor is now or shall hereafter become entitled or may demand or claim, arising from or out of any such Agreements, to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the Agreements and to do any and all other things whatsoever which Grantor is, or may become, entitled to do under any Agreements in order to realize fully the rights, entitlements and benefits of Grantor thereunder, including without limitation, the right and authority to (i) demand, sue for, receive, collect all amounts that may be or become payable to Grantor under the Agreements; (ii) exercise and enforce by suit or otherwise compliance with and any remedies for non-compliance, with respect to other parties to the Agreements for breaches of the terms and conditions of the Agreements; (iii) compromise or give acquittance for amounts due under the Agreements; (iv) take any action or actions or institute, appear in and defend any proceedings which Beneficiary may deem to be necessary or advisable in connection with the Agreements; (v) delegate any and all rights and powers given to Beneficiary by this Deed of Trust; and (vi) use such measures, legal or equitable, and take such actions, as in its sole discretion, may be necessary to perform the obligations of Grantor under the Agreements or carry out and effectuate the provisions of this Deed of Trust. All such actions shall be taken at the expense of the Grantor, and Grantor agrees to reimburse Beneficiary for all amounts expended, including reasonable legal and other professional fees, together with interest thereon from the date of expenditure at the Default Rate stated in the Note, upon demand, which amounts shall be secured hereby. Further, Beneficiary shall have full power and

authority, and Grantor does hereby constitute Beneficiary as Grantor's true and lawful attorney-in-fact, irrevocably, with full power (in the name of Grantor, or otherwise), coupled with an interest, whether or not Beneficiary has taken possession of the property which is the subject of the Agreements, to take any or all of the actions stated in this Section 3.7.10.

3.7.11 Grantor shall keep Beneficiary reasonably informed as to the status of the Agreements and the compliance by the parties thereto with their respective obligations thereunder. Grantor shall give Beneficiary copies of any notices or communications of a material substantive nature to or from any other party to the Agreements, including, without limitation, any such notices or communications claiming any default, breach or violation by any party thereto.

3.8 Transfer or Further Encumbrance of the Mortgaged Property.

Grantor shall not, without the prior written consent of Beneficiary, or in accordance with the Loan Agreement, sell, convey, alienate, mortgage, encumber, pledge or otherwise transfer the Collateral or any part thereof, or permit or suffer the Collateral or any part thereof to be sold, conveyed, alienated, mortgaged, encumbered, pledged or otherwise transferred. A sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Collateral within the meaning of this Section and as set forth in the Loan Agreement shall be deemed to include (i) an installment sales agreement wherein Grantor agrees to sell the Collateral or any part thereof for a price to be paid in installments, (ii) an agreement by Grantor leasing all or a substantial part of the Collateral or a sale, assignment or other transfer of, or the grant of a security interest in, Grantor's right, title and interest in and to any Agreements or any Receipts, or (iii) the voluntary or involuntary sale, conveyance, encumbrance, pledge, hypothecation, dilution or transfer of any direct or indirect ownership or beneficial interest in Grantor, or a change in control of Grantor, in each case, which is not permitted under the Loan Agreement.

3.9 **Inspection.** Grantor agrees that Beneficiary and/or its agents and independent contractors, shall have the right, to the extent permitted hereunder or under the Loan Agreement, to enter the Collateral at reasonable times and intervals, with reasonable prior notice, to inspect and test the Collateral, for the purpose of determining whether Grantor is in compliance with the provisions of this Deed of Trust and the other Loan Documents.

3.10 Security Agreement, Financing Statements and Fixture Filing.

3.10.1 This Deed of Trust is a real property Mortgage and a "security agreement" and a "financing statement" and a "fixture filing" within the meaning of the Commercial Code in effect in the State or Commonwealth in which the Property is located (the "Code"). The Collateral includes both real and personal property, including timber to be cut, as-extracted collateral and goods, including goods which are or are to become fixtures, and all other rights and interests, whether tangible or intangible in nature, of Grantor in the Collateral. Grantor, by executing and delivering this Deed of Trust, grants to Beneficiary, as security for the Obligations, a security interest in and lien

upon the Code Collateral and in all other Collateral to the full extent that the Code Collateral and such other Collateral may be subject to the Code. Beneficiary, by accepting this Deed of Trust, agrees to and enters into this Security Agreement. Grantor authorizes Beneficiary to prepare and file such financing statements and further assurances as Beneficiary may, from time to time, deem necessary in order to create, perfect, and preserve the security interest(s) and lien(s) granted in this Section. This Deed of Trust shall also constitute a fixture filing and a financing statement covering goods and inventory, including goods that are to become fixtures and a financing statement covering timber to be cut and as-extracted collateral, for the purposes of the Code. Information concerning the security interest(s) herein granted in the Code Collateral may be obtained from Beneficiary upon request at the address given herein.

Grantor has made certain representations and covenants, including but not limited to the following information and covenants, to Beneficiary in the Loan Agreement regarding information necessary to assure compliance with the Code and Grantor represents and warrants to the Beneficiary that all such information pertaining to the Grantor is accurate and complete in all respects.

3.10.2 Grantor hereby irrevocably authorizes Beneficiary at any time and from time to time to file in any jurisdiction any initial financing statements and amendments thereto that: (a) indicate the Code Collateral and (b) contain any other information required by Part 5 or Subchapter E of Article 9 of the Uniform Commercial Code of the state where this Deed of Trust is recorded for the sufficiency or filing office acceptance of any financing statement or amendment, including, without limitation, (i) whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Code Collateral that is as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Code Collateral relates and, if Grantor does not have an interest of record in the real property, provide the name of the record owner. Grantor agrees to furnish any such information to Beneficiary promptly upon request. Grantor also ratifies its authorization for Beneficiary to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof. Grantor shall promptly execute, file and record, at its sole cost and expense, such Code forms as are necessary to maintain the validity and priority of the lien of Beneficiary upon and security interest in the Code Collateral. In addition, Grantor shall promptly execute, file and record at the request of Beneficiary such additional Code forms or continuation statements and further assurances as Beneficiary shall deem necessary to ensure the attachment, perfection and first priority of, and the ability of Beneficiary to enforce, Beneficiary's security interest in any and all of the Code Collateral, and Grantor shall pay all expenses and fees in connection with the filing and recording thereof. Upon the failure of Grantor to execute, file or record any of the foregoing, Beneficiary may execute, file or record them on behalf of Grantor and Grantor hereby grants to Beneficiary an irrevocable power of attorney, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by Beneficiary, as secured party, in connection with the Code Collateral covered by this Deed of Trust.

3.10.3 Because this Deed of Trust also constitutes a UCC financing statement and fixture filing, the following information is included herein, and Grantor represents and warrants the truth and accuracy thereof:

(a) The name of Debtor is BTG Pactual OEF Property 2, L.P. The Debtor is an organization.

(b) The mailing address, chief executive office and principal place of business of Debtor is 1180 Peachtree St NE, Suite 1810, Atlanta, GA 30309.

(c) The type of organization of Debtor is limited partnership.

(d) The jurisdiction of organization of Debtor is Delaware.

(e) The organizational identification number, if any, of Debtor is 6168352.

(f) The name of Secured Party is MetLife Real Estate Lending LLC.

(g) The mailing address of Secured Party is c/o MetLife Investment Management, LLC, 6750 Poplar Avenue, Suite 109, Germantown, Tennessee 38138.

(h) This financing statement covers the following collateral: The real and personal property, including timber to be cut, as-extracted collateral, certain goods, including certain goods which are or are to become fixtures, fixtures, and all other rights and interests of Debtor in the Collateral, more particularly described herein, which relate to the real property more particularly described on Exhibit A attached hereto and made a part hereof.

(i) This financing statement is to be recorded in the real estate records.

(j) This financing statement covers timber to be cut and as-extracted collateral and is filed as a fixture filing and covers goods that are or are to become fixtures. The real estate is more particularly described on Exhibit A attached hereto and made a part hereof. If the Debtors do not have an interest of record in the real estate, the name of the record owner is provided on Exhibit A.

(k) With the exception of inventory in transit, all tangible (corporeal) assets comprising the Code Collateral are situated on the Real Estate.

3.10.4 The following covenants are made in connection with the UCC Collateral:

- (i) Grantor shall prevent any Code Collateral from being or becoming an accession to any property not subject to security interests created by this Deed of Trust.
- (ii) From time to time hereafter at the request of Beneficiary, Grantor shall deliver to Beneficiary up to date schedules of any items of Code Collateral.
- (iii) Grantor shall not change its name, its mailing address, its state of organization, its form of organization, its state-issued organizational identification number or the location of its chief executive office without giving at least thirty (30) days prior written notice to Beneficiary.

3.10.5 Grantor agrees to the fullest extent permitted by law that in case of an Event of Default on its part hereunder, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat, and Grantor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do the benefit of such laws, and any and all right to have the assets comprising the Property marshaled upon any foreclosure of the lien hereof or appraised for the purpose of reducing any deficiency judgment obtained by Beneficiary against Grantor and agrees that Beneficiary or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety. Grantor further waives, to the full extent permitted by law, the right to petition for the appointment of appraisers following foreclosure for the purpose of seeking to reduce a deficiency judgment or for any reason.

3.10.6 Without limiting the other remedies set forth herein, if any Event of Default has occurred and is continuing, the Beneficiary shall have and may exercise with respect to the personal property and other non-real estate collateral included in the UCC Collateral all rights, remedies and powers of a secured party under the Code with reference to the UCC Collateral or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the UCC Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after default hereunder, without regard to preservation of the UCC Collateral or its value and without the necessity of a court order. If any Event of Default has occurred and is continuing, the Beneficiary shall have, among other rights, the right to take possession of the UCC Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Beneficiary, at its option and its sole discretion, to repair, restore or otherwise prepare the UCC Collateral for sale, lease or other use or disposition. At the Beneficiary's request following the occurrence of an Event of Default which is continuing, the Grantor, at Grantor's expense, shall assemble the UCC Collateral and

make the UCC Collateral available to the Beneficiary at any place designated by the Beneficiary. To the extent permitted by law, the Grantor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of the Beneficiary with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of the Beneficiary existing after default. To the extent that such notice is required and cannot be waived, the Grantor agrees that if such notice is given to the Grantor in accordance with the provisions of Section 5.1 below, at least ten (10) days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice. Grantor shall pay to Beneficiary on demand any and all reasonable expenses, including reasonable legal expenses and attorneys' fees and disbursements, incurred or paid by Beneficiary in protecting its interest in the Code Collateral and in enforcing its rights hereunder with respect to the Code Collateral. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Code Collateral sent to Grantor in accordance with the provisions hereof at least ten (10) days prior to such sale, disposition or action shall constitute reasonable notice to Grantor. The proceeds of any disposition of the Code Collateral, or any part thereof, may be applied by Beneficiary to the payment of the Obligations in such priority and proportions as Beneficiary in its discretion shall deem proper.

3.10.7 The Grantor hereby irrevocably authorizes the Beneficiary at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral as being assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of such jurisdiction, or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the state where this Deed of Trust is recorded for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral that is as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Beneficiary promptly upon request. The Grantor also ratifies its authorization for the Beneficiary to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof. Grantor shall promptly execute, file and record, at its sole cost and expense, such Code forms as are necessary to maintain the validity and priority of the lien of Beneficiary upon and security interest in the Code Collateral. In addition, Grantor shall promptly execute, file and record such additional Code forms or continuation statements and further assurances as Beneficiary shall deem necessary to insure the attachment, perfection and first priority of, and the ability of the Beneficiary to enforce, the Beneficiary's security interest in any and all of the Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. Grantor hereby grants to Beneficiary an irrevocable power of attorney, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed

only by Beneficiary, as secured party, in connection with the Code Collateral covered by this Deed of Trust.

3.10.8 For avoidance of doubt it is expressly understood and agreed that all terms included in the description of Collateral that are not capitalized shall, if defined in the Code, have the meanings ascribed to them in the Code.

3.11 Personal Property. Except as permitted by the Loan Agreement and the other Loan Documents, that portion of the Collateral consisting of personal property and equipment shall be owned by Grantor and shall not be the subject matter of any lease or other transaction whereby the ownership or any beneficial interest in any of such property is held by any person or entity other than Grantor nor shall Grantor create or suffer to be created any security interest, other than a Permitted Lien, covering any such property as it may from time to time be replaced, other than the security interest created herein.

3.12 Subrogation. To the extent permitted by law and the provisions of the Loan Agreement, Beneficiary shall be subrogated, notwithstanding their release of record, to any mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities, and charges of all kinds heretofore or hereafter existing on the Real Estate to the extent that the same are paid or discharged by Beneficiary, whether or not from the proceeds of the Note; provided, however, this Section shall not be deemed or construed to obligate Beneficiary to pay or discharge the same.

3.13 Condemnation. Immediately upon Grantor's obtaining knowledge of the institution of any proceeding for the condemnation of, or for the exercise of the right of eminent domain with respect to, the Collateral, or any part thereof, Grantor shall notify Beneficiary of such fact. Grantor shall then file or defend its claim thereunder and prosecute and/or negotiate same with due diligence to its final disposition or settlement, subject to the reasonable review and approval of the actions of Grantor in connection with such proceeding, and shall pay or cause to be paid over to Beneficiary for disposition pursuant to the terms of this Deed of Trust any awards or settlements. Beneficiary shall be entitled to participate in the same and to be represented therein by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Beneficiary such instruments as may be requested by Beneficiary from time to time to permit such participation. If the Collateral is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Grantor by virtue of its interest in the Collateral shall be, and by these presents is, assigned, transferred and set over unto Beneficiary subject to the lien and security interest of this Deed of Trust, and if paid to Beneficiary in accordance with this Section may, at the Beneficiary's election, but subject to the provisions of the Loan Agreement, be used in any one or more of the following ways: (a) apply the same in the manner set forth in the Note and the Loan Agreement, it being understood that any condemnation shall be subject to the LTV test under the Loan Agreement, so that any award, as well as additional amounts, may be required under the LTV provision to be used to prepay the Loan, which prepayments shall be subject to the prepayment premium provisions of the

Note; (b) use the same or any part thereof to perform or discharge any of the Obligations; (c) use the same or any part thereof to restore, repair or replace the Collateral to a condition satisfactory to the Beneficiary and Grantor (with the disbursement of such funds being made in accordance with the procedures approved by Beneficiary); or (d) release the same to Grantor. Subject to the foregoing, Beneficiary is empowered to collect and receive the proceeds of any condemnation or eminent domain award or settlement; Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact (coupled with an interest) to collect and receive such proceeds. Beneficiary shall not be obligated to collect, and shall not be liable for failure to collect, any such proceeds.

3.14 Environmental Covenants. In the event Grantor shall fail to provide to Beneficiary any environmental assessment, audit or update, or shall fail to remove or remediate any toxic or hazardous substances as required under the Loan Agreement, Grantor grants to Beneficiary and its employees and agents an irrevocable and non-exclusive license subject to the rights of tenants to enter the Collateral to conduct testing to remove or remediate any such toxic or hazardous substances and the costs of such testing and removal shall immediately be due and payable by the Grantor upon demand by Beneficiary together with interest at the Default Rate and shall be secure by this Deed of Trust. Grantor covenants and agrees that it shall comply with all Environmental Protection Laws which are applicable to the Collateral and, except as permitted under the Loan Agreement, shall not permit the Collateral to be used for a mine, landfill, dump or other disposal facility and shall not permit any underground storage tanks of any kind or character on the Collateral and shall not permit the presence on the Collateral of any hazardous substances in violation of any environmental protection law.

3.15 HOLD HARMLESS. GRANTOR WILL DEFEND, AT ITS OWN COST AND EXPENSE, AND HOLD BENEFICIARY HARMLESS FROM, ANY ACTION, PROCEEDING OR CLAIM AFFECTING BENEFICIARY, THE COLLATERAL OR THE LOAN DOCUMENTS, OR RESULTING FROM OR ARISING OUT OF THE FAILURE OF GRANTOR TO PERFORM OR DISCHARGE THE OBLIGATIONS OR OTHERWISE TO COMPLY WITH THE PROVISIONS OF THE LOAN DOCUMENTS, INCLUDING ANY ACTIONS TAKEN BY BENEFICIARY UNDER SECTION 4 BELOW NOTWITHSTANDING (EXCEPT AS PROVIDED BELOW) THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OF BENEFICIARY, AND ALL COSTS AND EXPENSES INCURRED BY BENEFICIARY IN PROTECTING ITS INTERESTS HEREUNDER (INCLUDING ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES) SHALL BE BORNE BY GRANTOR, PROVIDED THAT GRANTOR SHALL HAVE NO OBLIGATION TO DEFEND OR INDEMNIFY BENEFICIARY WITH RESPECT TO THE CONSEQUENCES OF BENEFICIARY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4. DEFAULT AND REMEDIES.

4.1 Events of Default. The term "Event of Default," as used in this Deed of Trust, shall mean the occurrence or happening, at any time and from time to time, of an

"Event of Default" under the Loan Agreement, or any of the other Loan Documents, or any one or more of the following:

4.1.1 (i) Failure to make payment of any scheduled installment of interest or principal under the Note on or before the date which is four (4) days after the due date, (ii) failure to make any payment of partial prepayment of principal under the Note and any premium thereon on or before the date due, (iii) failure to make payment of the entire indebtedness under the Note and any premium thereon on or before the applicable maturity or due date or (iv) failure or neglect by Grantor to perform, keep or observe any of the Obligations, subject to any notice or grace period expressly set forth in Section 7.1 of the Loan Agreement;

4.1.2 If Grantor shall cause or permit an Event of Default under, or default in the performance of or compliance with the Section hereof entitled "Transfer or Further Encumbrance of the Collateral;

4.1.3 A default or event of default (as defined therein) or commencement of a foreclosure shall exist or occur under any other mortgage, deed of trust or other instrument encumbering all or any portion of the Real Estate (whether superior or junior to this Deed of Trust and the lien hereof), in favor of a party other than Beneficiary, regardless of whether or not the creation of such mortgage, deed of trust or other encumbrance has been previously consented to by Beneficiary (without hereby implying Beneficiary's consent to the existence, placing, creating or permitting of any such lien or security interest);

4.1.4 Without the prior written consent of Beneficiary, Grantor grants any easement or dedication, files any plat, condominium declaration, or restriction, or otherwise encumbers the Collateral, unless such action is permitted under the Loan Documents or consented to in writing by Beneficiary; and

4.1.5 The dissolution, liquidation or termination of Grantor, or death or legal incapacity of Grantor, the maker of the Note if other than Grantor, or any guarantor.

4.2 Rights and Remedies of Beneficiary Upon Default.

4.2.1 Upon the occurrence and during the continuance of an Event of Default, Beneficiary may, at its option and without demand, upon notice to the Grantor, declare all or any part of the Obligations to be immediately due and payable, whereupon all such Obligations shall become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Grantor (provided, that all Obligations shall be automatically due and payable upon certain Events of Default described in the Loan Agreement, and the Beneficiary may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Deed of Trust, the Note, any of the other Loan Documents and applicable law and equity) and may exercise the power of sale granted under this Deed of Trust. The Grantor also waives, to the fullest extent permitted by law, any and all rights the Grantor may have to a hearing before any judicial authority prior to the

exercise by the Beneficiary of any of its rights under this Deed of Trust, the Note, any of the other Loan Documents and applicable law. In addition, Beneficiary may, to the fullest extent permitted by applicable law:

(a) In person or by agent or by a receiver appointed by a court, with or without bringing any action or proceeding and without regard to the adequacy of its security, the solvency of Grantor or the existence of waste, enter upon and take possession of the Collateral, or any part thereof, in its own name or in the name of its agent, and do any acts that it deems necessary or desirable to preserve the value, marketability or rentability of the Collateral, or part thereof or interest therein, to increase the income therefrom or to protect the security hereof; and, with or without taking possession of the Collateral, sue for or otherwise collect the Receipts, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine. The entering upon and taking possession of the Collateral, and the collection of such Receipts and the application thereof, as aforesaid shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Collateral, and/or the collection, receipt and application of Receipts, Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon the occurrence of any Event of Default, including any right to exercise the power of sale conferred under this Deed of Trust and any power of sale under applicable law;

(b) Foreclose the Deed of Trust in a court having jurisdiction thereof for which the Grantor will pay a reasonable attorney's fee and all court costs therefore, which fee and costs shall be and constitute a part of the obligations secured hereby. Beneficiary may, in its sole and absolute discretion and without regard to the adequacy of its security, elect to proceed against any or all of the Real Property Collateral or Code Collateral constituting the Mortgaged Property in any manner permitted under Va. Code § 8.9A-604(a); and if Beneficiary elects to proceed in the manner permitted under Va. Code § 8.9A-604(b), the power of sale herein granted shall be exercisable with respect to all or any of the Real Property Collateral and Code Collateral covered hereby, as designated by Beneficiary, and the Trustee is hereby authorized and empowered to conduct any such sale of any Real Property Collateral and Code Collateral in accordance with the procedures applicable to real property.

(c) Appointment of Receiver. Upon the occurrence of a Default, in addition to the remedies set forth herein, in the Note, any guarantee or the Loan Agreement, Beneficiary shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification

of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums in insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Grantor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Grantor, anyone claiming under or through Grantor, or anyone having an interest in the Property by reason to anything done or left undone by Grantor under this paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Beneficiary, at its sole option, may advance moneys to meet the costs. Any funds expended by Beneficiary for such purposes shall become indebtedness of Grantor to Beneficiary secured by this Deed of Trust. Unless Beneficiary and Grantor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Grantor under applicable law. The entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary hereunder.

(d) Proceed as to both the real and personal property Collateral in accordance with Beneficiary's rights and remedies in respect of the Collateral. Beneficiary shall have all rights and remedies under this Deed of Trust and the other Loan Documents, at law and in equity.

4.2.2 Reserved.

4.2.3 Upon the occurrence of an Event of Default, Beneficiary, in lieu of or in addition to instructing Trustee to exercise the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Mortgaged Property, to sue Grantor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Beneficiary shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the collection of any of the Obligations, to the appointment by any

competent court or tribunal, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

4.2.4 Upon the occurrence of any Event of Default, at the request of Beneficiary, Trustee, or any successor or successors appointed in said Trustee's place, shall proceed to sell the Mortgaged Property and any and every other part of the Mortgaged Property as requested by Beneficiary. If such Mortgaged Property should be situated in two or more counties, then Trustee or any successor in said trust shall have full power, in case the Trustee is directed to foreclose under this instrument, to select in which county the sale of all of the Mortgaged Property shall be made, and the Trustee's selection shall be binding upon the parties hereto and all persons claiming by or through them, whether by contract or by law. Trustee or any successor in said trust shall have full power to fix the date, time, terms and place of sale, and shall have full power to conduct any sale hereunder through an agent or agents appointed by the Trustee for the purpose, but said appointment of agent need not be recorded. At any foreclosure sale, any part or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Grantor hereby waiving the application of any doctrine of marshaling or like proceeding. In case Beneficiary, in the exercise of the power of sale herein given, directs Trustee to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Obligations secured hereby shall have been paid in full. Trustee will execute a conveyance to the purchaser, and Grantor, in case of any sale under this Deed of Trust, or upon the occurrence of any Event of Default hereunder, will, upon demand, surrender immediate, exclusive possession of the Mortgaged Property and will from that moment become and be a tenant at will of the purchaser or of Beneficiary, or of Trustee for the use of Beneficiary, removable by process as upon a forcible and unlawful detainer and will pay the said purchaser, or Beneficiary, or Trustee for the use of Beneficiary, the reasonable rental value of the Mortgaged Property from and after said sale or after such Event of Default. To the extent not prohibited by law, said sale or sales may be postponed or adjourned at any time and from time to time without re-advertising, and the sale or sales may be dismissed and not made, all at Beneficiary's option. In the event Beneficiary elects to proceed separately with respect to the Code Collateral, Beneficiary may coordinate any sale or sales of Code Collateral held by Beneficiary with sales of Real Property Collateral held by Trustee or such sales may be made separately and in as many or as few lots as Beneficiary may elect. In the alternative, Beneficiary may direct Trustee to proceed to sell all Mortgaged Property. Trustee, or any successor Trustee, and Beneficiary are authorized to appoint an agent or auctioneer to make any sale hereunder, the cost of which shall be paid as a proper expense of sale and included in the Obligations secured hereunder, and any sale so made shall have the same validity as if made by Trustee or Beneficiary, as the case may be; and a cash deposit or other security acceptable to Beneficiary may be required as a condition to the acceptance of bids. The right of sale hereunder shall not be exhausted by

one or more such sales, and Trustee may make other and successive sales until all of the Mortgaged Property be legally sold or the Obligations shall have been paid. Grantor hereby irrevocably appoints Trustee to be the attorney-in-fact of Grantor and in the name and on behalf of Grantor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Grantor ought to execute and deliver and do and perform any and all such acts and things which Grantor ought to do and perform under the covenants herein contained and generally to use the name of Grantor in the exercise of all or any of the powers hereby conferred on Trustee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Trustee, Beneficiary, any agent or any public officer acting under execution or order of court to have physically present or constructively in his possession any of the Mortgaged Property. Beneficiary shall have the right to become the purchaser at any such sale and shall have the right to have credited upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to Beneficiary. Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of Trustee, Beneficiary or the auctioneer, or of the officer making a sale under judicial proceedings, shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their heirs, executors, administrators, personal representatives, representatives, successors and assigns, shall not, after paying such purchase money and receiving such receipt of Trustee, Beneficiary or auctioneer, or of such officer therefore, be obligated to see to the application of such purchase money, or be in any wise answerable for any loss, misapplication or nonapplication thereof.

4.2.5 Without limiting the generality of the foregoing, upon the occurrence of an Event of Default which is continuing:

(a) The Beneficiary, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Receipts and Agreements:

(i) to enforce the termination of the license granted to the Grantor hereunder to collect the Receipts, and, without taking possession, in the Beneficiary's own name to demand, collect, receive, sue for, attach and levy upon the Receipts (including all income received or receivable with respect to any of the Collateral), to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorneys' fees, to apply the net proceeds thereof to the Obligations in such order and amounts as the Beneficiary may choose (or hold the same in a cash collateral reserve as security for the Obligations);

(ii) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver or keeper to be appointed by court, to enter upon, take possession of, manage and operate the Collateral; make, modify, enforce,

cancel or accept surrender of any Agreement; remove and evict any lessee under any Agreement; increase or reduce rents under any Agreement; cut, remove, sell and dispose of timber and exercise all rights under deeds or contracts constituting Collateral and otherwise do any act, or incur any cost or expense the Beneficiary shall deem proper to protect the security hereof, as fully and to the same extent as the Grantor could and to apply any funds to the operation and management of the Collateral (including payment of reasonable management, brokerage and attorneys' fees) and payment of any Obligations in such order and amounts as the Beneficiary may choose (or hold the same in cash collateral reserve as security);

(iii) to require Grantor to transfer and pay over to Beneficiary all security deposits constituting Collateral and records thereof, together with all original Agreements; and

(iv) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Grantor under this Deed of Trust.

(b) The collection of the Receipts and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Collateral or both shall not cure or waive any default or waive, modify or affect any notice of default under this Deed of Trust, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Beneficiary, once exercised, shall continue for so long as the Beneficiary shall elect, notwithstanding that the collection and application aforesaid of the Receipts may have cured the original default. If the Beneficiary shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

4.2.6 All payments received by the Beneficiary or Trustee as proceeds of the Collateral, or any part thereof, as well as any and all amounts realized by the Beneficiary or Trustee in connection with the enforcement of any right or remedy under or with respect to this Deed of Trust, shall be applied by the Beneficiary as follows (except as otherwise required by law): (i) to the payment of all necessary expenses of the Trustee or Beneficiary incident to the execution of any foreclosure sale or sales or other remedies under this Deed of Trust, including reasonable attorneys' fees, appraisal fees, title search fees, foreclosure notice costs and reasonable compensation to Trustee, (ii) to the payment in full of any of the Obligations that is then due and payable (including without limitation principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, all in such order as the Beneficiary may elect in its sole discretion, (iii) to a cash collateral reserve fund to be held by the Beneficiary in an amount equal to, and as determined by Beneficiary for, any of the Obligations that are not then due and payable, and (iv) the remainder, if any, shall

be paid to the Grantor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

4.2.7 In case of any sale of the Collateral as authorized by this Section 4.2, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

4.2.8 It is specifically understood and agreed that the foregoing acceleration provisions will be applicable not only to the maturities recited in the original Note but also to any substituted maturities created by extension or renewal. The failure of the holder(s) of the secured indebtedness to declare an acceleration of maturities when a ground therefor exists, even though such forbearance may be repeated from time to time, will not constitute a waiver of the right of such holder(s) to accelerate maturities upon a recurrence of the same ground therefor; nor will the act of such holder(s) in remedying any condition resulting from declaring an acceleration of maturities by reason of such default.

4.3 Advances by Beneficiary. If the Grantor shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of taxes, assessments and other charges, the keeping of the Collateral in repair, the performance of the Grantor's obligations under any lease, the payment of any prior mortgages, or the protection of any of the Collateral or the lien of this Deed of Trust or the performance of any other term or covenant herein contained, the Beneficiary may, without further notice to or demand upon Grantor and without waiving or releasing any other right, remedy or recourse, (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Grantor (such Beneficiary to have uncontrolled discretion as to the necessity of making any such expenditures), and shall have the right to enter upon the Collateral for such purpose and to take all such related action as it may deem necessary or appropriate. The repayment of any such sum or sums on demand (with interest thereon at the highest rate allowed by law from the date of each expenditure) shall be the personal obligation of the Grantor; and such obligation to repay will constitute a part of the indebtedness secured hereby. The expenditures thus made reimbursable shall include, without limitation, taxes, special improvement assessments, insurance premiums, repairs and maintenance expenses, security expenditures, sums paid to discharge prior liens, and rents on premises in which mortgaged personalty may be situated. The Grantor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made at the Default Rate as provided for and as defined in the Note or the highest rate permitted by law, whichever shall be less, and all sums so advanced with interest shall constitute Obligations and shall be secured hereby. The cost of any title abstract or report or supplemental abstract or report procured by Beneficiary to facilitate foreclosure will also constitute a part of the reimbursable expenses secured hereby.

4.4 Greater Estate. In the event that Grantor is the owner of a leasehold estate with respect to any portion of the Property and, prior to the satisfaction of the indebtedness and the cancellation of this Deed of Trust of record, Grantor obtains a fee estate in such portion of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of Grantor, be and become subject to the security lien of this Deed of Trust.

4.5 Other Rights. Beneficiary may exercise any and all other rights, remedies and recourses granted under the Loan Documents or now or hereafter existing in equity or at law for the protection and preservation of the Collateral.

4.6 Remedies Cumulative, Concurrent and Nonexclusive. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including, without limitation, those granted by the Code and applicable to the Collateral, or any portion thereof), and same (1) shall be cumulative and concurrent, (2) may be pursued separately, successively or concurrently against Grantor or others obligated for the Obligations, or any part thereof or against any one or more of them, or against the Collateral, at the sole discretion of Beneficiary, (3) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise of or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (4) are intended to be, and shall be, nonexclusive, and Beneficiary may pursue inconsistent remedies, and no action hereunder by Beneficiary shall be deemed to prejudice Beneficiary's right thereafter to foreclose this Deed of Trust. Nothing herein and no action of Beneficiary shall be construed as an election to proceed under any provision to the exclusion of any other provision or as prohibiting Beneficiary from seeking a deficiency judgment against Grantor to the extent such action is permitted by law.

4.7 General Remedies. If an Event of Default shall have occurred and be then in existence, Beneficiary may take such action, without notice or demand (except to the extent required under the Loan Documents or applicable law), as it shall deem advisable to protect and enforce its rights against Grantor and in and to the Collateral or any part thereof or interest therein, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary and to the extent permitted by applicable law: (i) enter into or upon the Collateral, either personally or by its agents, nominees or attorneys and dispossess Grantor and its agents and servants therefrom, and thereupon Beneficiary may (A) use, operate, manage, control, insure, maintain, repair, restore, harvest and sell timber and otherwise deal with all and every part of the Collateral and conduct the business thereat, (B) complete any construction on the Collateral in such manner and form as Beneficiary deems advisable, (C) make alterations, additions, renewals, replacements and improvements to or on the Collateral, (D) exercise all rights and powers of Grantor with respect to the Collateral, whether in the name of Grantor or otherwise, including, without limitation, the right to make, cancel, enforce or modify, timber sale contracts, log or pulpwood sale contracts, stumpage sale agreements,

leases, and other agreements and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Collateral and every part thereof and (E) receive and collect the receipts from the Collateral, give proper receipts, releases and acquittances therefor, and apply the same to the payment of the Secured Obligations, after deducting therefrom all expenses (including reasonable attorneys' fees and expenses) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Collateral, as well as just and reasonable compensation for the services of the Beneficiary and its counsel, agents and employees, or (ii) institute proceedings for the complete foreclosure of this Deed of Trust in which case the Collateral may be sold for cash or upon credit in one or more parcels, or (iii) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Secured Obligations then due and payable, subject to the continuing lien of this Deed of Trust for the balance of the Secured Obligations not then due, or (iv) sell for cash or upon credit the Collateral or any part thereof and all or any part of any estate, claim, demand, right, title and interest of Grantor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Collateral, this Deed of Trust shall continue as a lien on the remaining portion of or estate in the Collateral, or (v) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note or any other Loan Document, or (vi) recover judgment on the Note or any guaranty either before, during or after any proceedings for the enforcement of this Deed of Trust or (vii) pursue such other remedies as Beneficiary may have under applicable law or equity. Further, once Beneficiary has exercised any of its rights or remedies hereunder, or under the Loan Documents, during the existence of an Event of Default, all actions theretofore or thereafter taken by Beneficiary in pursuit of such rights and remedies shall not be affected by any cure of such Event of Default, unless Beneficiary shall accept the cure and terminate pursuit of any such right or remedy, in which case, the parties shall be restored to their position which existed prior to Beneficiary's exercise of its rights or remedies.

4.8 No Waiver in Foreclosure. Grantor agrees for itself, its heirs, executors, administrators, personal representatives, representatives, successors and assigns, that the acceptance, before the expiration of the right of redemption and after the commencement of foreclosure proceedings under this Deed of Trust, of insurance proceeds, eminent domain awards, rents, Receipts or anything else of value to be applied on or to the Secured Obligations by Beneficiary or any person or party holding under Beneficiary shall not constitute a waiver of such foreclosure. The agreement in the previous sentence by Grantor is intended to apply to the acceptance and such applications of any such insurance proceeds, eminent domain awards, rents, Receipts and other sums or anything else of value, whether the same shall be accepted from, or for the account of, Grantor or from any other sources whatsoever by Beneficiary or by any person or party holding under Beneficiary at any time or times in the future while any portion of the Secured Obligations shall remain outstanding.

4.9 Waiver of Jury Trial. GRANTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, BROUGHT BY GRANTOR AGAINST BENEFICIARY BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH THE LOAN DOCUMENTS, THE LOAN OR ANY COURSE OF CONDUCT, ACT, OMISSION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, SUCH PERSON'S DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH SUCH PERSON), IN CONNECTION WITH THE LOAN OR THE LOAN DOCUMENTS, INCLUDING, WITHOUT LIMITATION, IN ANY COUNTERCLAIM WHICH GRANTOR MAY BE PERMITTED TO ASSERT THEREUNDER OR WHICH MAY BE ASSERTED BY BENEFICIARY OR ANY OF ITS AGENTS AGAINST GRANTOR, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THIS WAIVER BY GRANTOR OF ITS RIGHT TO A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE MAKING OF THE LOAN.

5. MISCELLANEOUS PROVISIONS.

5.1 Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be sent by Federal Express or other recognized national courier, personal service or United States mail, certified with return receipt requested, to the applicable party at its address indicated on the first page of this Deed of Trust, or shall be sent in accordance with the Loan Agreement, and shall be deemed given upon receipt or refusal to accept, and any party may designate another address in accordance herewith or with the Loan Agreement. All notices to Beneficiary shall also be sent to Adams and Reese LLP, 11 N. Water Street, Suite 23200, Mobile, Alabama 36602, Attention: Andrew Freeman, Esq. All notices to Grantor shall also be sent to Stoel Rives LLP, 760 SW Ninth Avenue, Suite 3000, Portland, Oregon 97205, Attention: Brant Norquist, Esq.

5.2 Waiver and Election. The exercise by the Beneficiary of any right, power or remedy given under the terms of this Deed of Trust shall not be considered as a waiver of the right to exercise any other right, power or remedy given herein, and the filing of a suit to foreclose the lien, security interest and assignment granted by this Deed of Trust, either on any matured portion of the Obligations or for the whole of the Obligations, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon. No failure or delay on the part of the Beneficiary in exercising any right, power or remedy under this Deed of Trust shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or

remedy hereunder or thereunder. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances. The Grantor expressly waives the right to any notice of the assignment of the Note or this Deed of Trust and the right to enforce the provisions of any applicable law requiring such notice, except for such notices expressly required under the Loan Documents.

5.3 Enforceability. If any provision of this Deed of Trust is held to be illegal, invalid, or unenforceable under present or future laws effective while this Deed of Trust is in effect, the legality, validity and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Deed of Trust a provision that is legal, valid and enforceable and as similar in terms to such illegal, invalid or unenforceable provision as may be possible. Further, if the lien, assignment or security interest created by this Deed of Trust is invalid or unenforceable as to any part of the Obligations or is invalid or unenforceable as to any part of the Collateral, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations that is not secured or not fully secured by said lien, assignment or security interest created hereby.

5.4 Applicable Law. The creation, perfection, lien priority, and the exercise of remedies and enforcement, and all other provisions of this Deed of Trust shall be governed by the internal laws of the State in which the Property is located, without regard to principles of conflicts of laws. The Note, the Loan Agreement and all other Loan Documents (other than deeds of trust or other security documents filed in other States which shall be governed by the laws of those States in which they were filed) shall be governed by the internal laws of the State of New York, also without regard to principles of conflicts of laws. In the event of a conflict between the laws of the State of New York and the laws of the State in which the Property is located with respect to creation, perfection and enforcement of the lien and security interest created by this Deed of Trust, the laws of the State in which the Property is located shall govern.

5.5 Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural, the singular, the pronouns of one gender shall include all genders; and the words "Grantor," "Beneficiary" and "Trustee," shall include their respective heirs, executors, administrators, personal representatives, representatives, successors and assigns.

5.6 Release or Extension by Beneficiary. The Beneficiary, without notice to the Grantor and without in any way affecting the rights of the Beneficiary hereunder as to any part of the Collateral not expressly released, may release any part of the Collateral or any person liable for any of the Obligations and may agree with any party with an interest in the Collateral to extend the time for payment of all or any part of the Obligations or to

waive the prompt and full performance of any term, condition or covenant of the Note, any of the Loan Documents, this Deed of Trust or any other instrument evidencing or securing any of the Obligations.

5.7 Partial Payments. Acceptance by the Beneficiary of any payment of less than the full amount due on the Obligations shall be deemed acceptance on account only and not cure any Event of Default otherwise arising from the failure to pay such amount in full.

5.8 Titles. All section, paragraph, subparagraph or other titles contained in this Deed of Trust are for reference purposes only, and this Deed of Trust shall be construed without reference to said titles.

5.9 Construction and Presumption. This Deed of Trust may be construed as a deed of trust, mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation, or contract, or any one or more of them, in order fully to effectuate the lien, security interest and assignment created hereby and the purposes and agreements herein set forth. Although the initial draft of this Deed of Trust and the Loan Documents was drafted by Beneficiary, Grantor and Grantor's legal counsel have had full opportunity to review, negotiate and approve the final form of this Deed of Trust and the other Loan Documents. Accordingly, in the event of any ambiguity in the construction or interpretation of any provision of this Deed of Trust, or the Loan Documents, no presumption shall be indulged in favor of either party in the resolution of such ambiguity.

5.10 Collection Costs. Grantor agrees to pay all costs, including reasonable attorneys' fees, actually incurred by Trustee or Beneficiary in enforcing Beneficiary's rights hereunder and in collecting or securing, or attempting to collect or secure, the Obligations, or any part thereof, or in defending or attempting to defend the priority of this Deed of Trust against any lien on the Collateral, or any part thereof, unless this Deed of Trust is herein expressly made subject to any such lien; and all costs incurred in the foreclosure or other enforcement of this Deed of Trust, either under any power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by Trustee or Beneficiary shall be a part of the Obligations, and shall bear interest from the date incurred until paid at the Default Rate provided in the Note or such lesser amount as shall be the maximum amount permitted by law, and shall be secured by this Deed of Trust.

5.11 Defeasance. If all of the Obligations (as defined herein) have been paid in full, including but not limited to all sums (principal, interest, premium and charges) payable under the Note and any and all extensions and renewals of the same; and all sums due, or to become due, and payable by the Grantor under the terms of this Deed of Trust, the Loan Agreement and any of the other Loan Documents, including but not limited to advancements made by the Beneficiary pursuant to the terms and conditions of this Deed of Trust, and if there is no outstanding breach by Grantor of the obligations, covenants, duties, conditions and agreements herein and in the Loan Agreement, Note and other

Loan Documents imposed on or agreed to by the Grantor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Collateral shall revert to the Grantor, and the entire estate, right, title and interest of the Beneficiary will thereupon cease; and the Beneficiary in such case shall, upon the request of the Grantor and at the Grantor's cost and expense, deliver to the Grantor proper instrument(s) acknowledging satisfaction of this instrument; otherwise, this Deed of Trust shall remain in full force and effect. No release or modification of this conveyance, or of the lien, security interest or assignment created and evidenced thereby, shall be valid unless executed by Beneficiary.

5.12 Change in Ownership. If the ownership (legal or beneficial) of the Collateral or any part thereof becomes vested in a person or entity other than Grantor, or in the event of a change of any ownership of Grantor legal or beneficial, Beneficiary may, without notice to Grantor, deal with such successor or successors in interest without in any way vitiating or discharging Grantor's liability hereunder or with respect to the Obligations and without affecting any default created hereunder by such ownership change, including, without limitation, all of Beneficiary's rights and remedies arising from such default. No sale of the Collateral, and no forbearance on the part of Beneficiary, and no extension of the time for the payment of the Obligations, shall operate to release or affect the original liability of Grantor.

5.13 Partial Release of Lien, Extension, Subdivision etc. Any part of the Collateral or any other property which is security for the Loan may be released by Beneficiary without affecting the lien, security interest and assignment hereof against the remainder and Beneficiary may agree with any party with an interest in the Collateral to extend the time for payment of all or any part of the Obligations or to waive the prompt and full performance of any term, condition or covenant of the Note, any of the Loan Documents, this Deed of Trust or any other instrument evidencing or securing any of the Obligations. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the Obligations. The taking of additional security, or the extension or renewal of the Obligations or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser or guarantor or improve the right of any permitted junior lienholder; and this Deed of Trust, as well as any instrument given to secure any renewal or extension of the Obligations, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Collateral not expressly released until the Obligations are paid. From time to time at Beneficiary's option, by instrument executed by Beneficiary and recorded in the mortgage records where this Deed of Trust has been recorded, Beneficiary may subordinate the lien created by this Deed of Trust to any interest in the Collateral, provided, however, that any such subordination shall be solely at Beneficiary's option, and in no event shall Beneficiary be obligated to subordinate the lien created by this Deed of Trust. The partial release provisions contained in Sections 4.7 and 4.8 of the Loan Agreement are hereby incorporated herein.

5.14 Entire Agreement and Modification. There are no oral agreements between the parties. The Loan Documents contain the entire agreements between the

parties relating to the subject matter hereof and thereof and all prior agreements relative thereto which are not contained herein or therein are terminated. The Loan Documents may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted, and any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party. Specifically, and without limiting the generality of the foregoing, the Grantor and Beneficiary agree that the Beneficiary has made no agreement to extend or renew any of the Obligations, and no such agreement will be binding upon Beneficiary unless made in writing, subsequent to the date hereof, and executed by a duly authorized representative of the Beneficiary.

5.15 Relationship. The relationship of Beneficiary to Grantor under this Deed of Trust and with respect to the Loan Documents is strictly and solely that of creditor and debtor and nothing contained in this Deed of Trust or any other Loan Document is intended to create, or shall in any event or under any circumstance be construed to create, a partnership, joint venture, tenancy in common, joint tenancy or other relationship of any nature whatsoever between Beneficiary and Grantor, or in any way make Beneficiary a co-principal with Grantor with reference to the Collateral, and any inferences to the contrary are hereby expressly negated.

5.16 Further Assurances. Grantor, upon the request of Beneficiary, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Loan Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Collateral.

5.17 Recording and Filing. Grantor will cause this Deed of Trust and any financing statements and all amendments and supplements thereto and substitutions therefor to be recorded, filed, rerecorded and refiled in such manner and in such places as Beneficiary shall reasonably request, and will pay all such recording, filing, rerecording and refiling taxes, fees and other charges.

5.18 Successors and Assigns. All of the terms of the Loan Documents shall apply to, be binding upon and inure to the benefit of the parties thereto, their heirs, executors, administrators, personal representatives, representatives, successors and assigns, and all other persons claiming by, through or under them, and all of the obligations and liabilities of Grantor contained herein and in the Loan Documents are intended by the parties to be, and shall be construed as, covenants running with the Collateral.

6. TRUSTEE.

6.1 Compensation of Trustee. Trustee is and shall be entitled to reasonable compensation for all services rendered hereunder, or in connection with the trust herein created, and in addition, Trustee shall be entitled to pay a reasonable sum for an examination of title at the date of sale to assure itself as to what person is entitled to receive any surplus which any remain after discharging the liens hereby created. Trustee's compensation, together with any and all necessary and reasonable expenses, charges, attorneys' fees, including but not limited to fees for legal advice concerning Trustee's rights and duties with respect to this Deed of Trust and the Mortgaged Property, and other disbursements incurred by Trustee in discharge of its duties as such, shall be a further charge and lien upon the Mortgaged Property and enforced in the same manner as the principal obligation due hereunder or under the Note.

6.2 Bond, Oath, etc. The giving of bond, making of oath or filing of inventory by Trustee herein, or its successors in trust, is hereby expressly waived.

6.3 Successor Trustees. Beneficiary shall have the right, in its absolute discretion and without assigning any cause or reason whatsoever, and without giving notice to any of the parties named herein, the giving of notice being expressly waived by Grantor, to remove Trustee named herein, or any successor Trustee at any time, and, without the necessity for the joinder therein of Trustee named herein, to appoint a successor trustee by written instrument executed by Beneficiary, and such successor trustee or subsequent successor trustees shall become vested with the same title to the Mortgaged Property and the same rights and powers and subject to the same duties as Trustee originally named herein, and each appointment of a successor trustee by Beneficiary shall be recorded in the Office of the Chancery Clerk in each county in which the Mortgaged Property is located.

6.4 Amendments. Any amendment or modification of this instrument may be made between Grantor and Beneficiary without the necessity of joinder therein by Trustee.

7. WAIVERS. Except as may be expressly set forth in a writing executed by Beneficiary, the obligations of Grantor hereunder shall remain in full force and shall not be impaired by: (i) any express or implied modification, renewal, extension or acceleration of or to the Loan Agreement, the Note, any other Loan Document and all environmental indemnity agreements or guaranties executed by Grantor or any other party; (ii) any exercise or non-exercise by Beneficiary of any right or privilege under any of the Loan Documents; (iii) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Grantor or any other party under the Loan Documents, or any action taken with respect to this Deed of Trust by any Trustee or receiver or by any court in any such proceeding, whether or not Grantor shall have had notice or knowledge of any of the foregoing; (iv) any release, waiver or discharge of Grantor or any other party under the Loan Documents, or any endorser, from liability under any of the Loan Documents or to Grantor's or any other Obligor's grant to Beneficiary of a security interest, lien or encumbrance in any of the Premises; (v) any subordination, compromise, settlement, release (by operation of law or

otherwise), discharge, compound, collection, or liquidation of any of the Loan Documents or any Premises described in any of the Loan Documents or otherwise, or any substitution with respect thereto; (vi) any assignment or other transfer of any of the Loan Documents, in whole or in part; (vii) any acceptance of partial performance of any of the obligations of Grantor or any other party under the Loan Documents; (viii) any consent to the transfer of any Premises described in the Loan Documents or otherwise; and (ix) any bid or purchase at any sale of any Premises described in the Loan Documents or otherwise.

Grantor unconditionally waives the following defenses to enforcement of this Deed of Trust: (i) all presentments, demands, demands for performance, notices of nonperformance, protests, notices of protest, dishonor, nonpayment, partial payment, default and protest, notices of acceptance of this Deed of Trust and all other notices and formalities to which the Grantor may be entitled (except for notices which are specifically required by this Deed of Trust and the other Loan Documents); (ii) any right to require Beneficiary to proceed against Grantor or any Obligor or to proceed against or exhaust any Premises or other Collateral described in the Loan Documents; (iii) any defense arising by reason of any invalidity or unenforceability of any of the Loan Documents or any disability of Grantor or any Obligor; (iv) any defense arising by reason of the manner in which Beneficiary has exercised its remedies under the Loan Documents; (v) any defense based upon an election of remedies by Beneficiary; (vi) any duty of Beneficiary to advise Grantor of any information known to Beneficiary regarding the financial condition of Grantor or any other Obligor and all other circumstances affecting Grantor's ability to perform its obligations to Beneficiary, it being agreed that Grantor assumes the responsibility for being and keeping informed regarding such condition or any such circumstances; (vii) any right of subrogation and any rights to enforce any remedy which Beneficiary now has or may hereafter have against Grantor or any other Obligor and any benefit of, and any right to participate in, any security now or hereafter held by Beneficiary; (viii) any suretyship defenses available under applicable law; and (ix) to the extent permitted by law, any right to assert against Beneficiary any legal or equitable defense, counterclaim, set off, crossclaim or right of contribution which any Grantor may now or at any time or times hereafter have against any other party which is liable to perform any of the obligations of Grantor hereunder.

8. ADDITIONAL COVENANTS AND AGREEMENTS OF GRANTOR.

Grantor covenants and agrees that, until the Obligations are paid in full and this Deed of Trust is discharged in writing by the Beneficiary:

8.1 Additional Security Documents. Grantor has heretofore executed and delivered, and/or will hereafter execute and deliver, to or for the benefit of Beneficiary certain other mortgages, deeds of trust, copies of this Deed of Trust or other documents and instruments encumbering or relating to certain other property of Grantor located in other counties in the Commonwealth of Virginia and in various other Counties and States of The United States of America, including but not limited to the States of North Carolina and South Carolina, as additional security for the Obligations (collectively, sometimes,

the "Additional Mortgages"). The Additional Mortgages and this Deed of Trust shall all constitute one mortgage/deed of trust and security for the Note, the indebtedness referred to therein and the Obligations. If there should be an Event of Default in any of the terms, conditions or obligations of any of the Additional Mortgages, such default shall constitute an Event of Default under this Deed of Trust, and vice versa. The Beneficiary may foreclose or otherwise enforce such security under the Additional Mortgages and, in any order as Beneficiary may choose, enforce its rights, powers and remedies with respect to, and realize upon, such security or such guaranty or otherwise enforce its rights, powers and remedies with respect to, and realize upon, such security, either before or concurrently with or after a foreclosure or other enforcement of this Deed of Trust, any other such security or any of the other Loan Documents (whether or not every aspect of any such foreclosure or other enforcement may be commercially reasonable), all without impairing or being deemed to have waived any rights, benefits, liens or security evidenced by or arising under or in connection with this Deed of Trust, any other such security or any of the other Loan Documents, and without being deemed to have made an election thereby or to have accepted the benefits of such security (or the proceeds thereof) in full settlement of the Obligations and of its rights with respect thereto. No judgment, order or decree rendered against Grantor or any other Obligor with respect to any such other security or any of the other Loan Documents, whether rendered in the State in which the Collateral is situated or elsewhere, shall in any manner affect the security of this Deed of Trust, and any deficiency or other debt represented by any such judgment, order or decree shall, to the extent permitted by law, be secured by this Deed of Trust to the same extent that the Obligations shall have been secured by this Deed of Trust prior to the rendering of such judgment, order or decree. Grantor for itself and for any and all persons who may at any time claim through or under Grantor or who hereafter may otherwise acquire any interest in or title to all or any part of the Collateral or any other security for the Obligations, hereby irrevocably waives and releases, to the extent permitted by law, all benefit of any and all laws that would limit or prohibit the effectiveness of anything set forth in this Section.

Notwithstanding anything contained herein to the contrary, Beneficiary shall be under no duty to Grantor or any other person or entity, including, without limitation, any holder of a junior, senior or subordinate Deed of Trust on the Collateral or any part thereof or on any other security held by Beneficiary, to exercise, exhaust or first resort to all or any of the rights, powers and remedies available to Beneficiary, whether under this Deed of Trust, the other Loan Documents or the Additional Mortgages prior to the sale of the Collateral or any other enforcement of this Deed of Trust. Furthermore, Grantor and such other persons and entities waive all rights relating to marshaling and agree that Beneficiary shall not be compelled to release any part of the security of this Deed of Trust, the other Loan Documents or the Additional Mortgages or be prevented from foreclosing or enforcing this Deed of Trust, the other Loan Documents or the Additional Mortgages upon all or any part of such security unless the Obligations shall have been paid in full and that Beneficiary shall not be compelled to accept or allow any apportionment of the Obligations to or among any of the property encumbered by this Deed of Trust, the other Loan Documents or the Additional Mortgages.

8.2 After Acquired Mortgaged Property. Grantor covenants and agrees that, if and to the extent that any of its respective rights, titles, estates and interests in any of the Collateral is not acquired until after delivery of this Deed of Trust, this Deed of Trust shall nonetheless apply thereto and the security interest of Beneficiary hereby created shall attach to such Collateral at the same time as Grantor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Collateral shall be subject to the security interests created under this Deed of Trust.

8.3 Waiver of Marshaling and of Certain Rights. Beneficiary shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Deed of Trust or under the Note and other Loan Documents or any other agreement executed in connection herewith or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other security now or hereafter held by Beneficiary, it being agreed that Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary in such order and manner as Beneficiary may in its sole and absolute discretion determine. Grantor, for itself and for all who may at any time claim through or under Grantor or who hereafter may otherwise acquire any interest in or title to all or any part of the Collateral, hereby waives, releases and renounces to the extent permitted by law, all benefit of any such law or laws, any and all rights of redemption from sale under any power of sale permitted by law or pursuant to any judgment, order or decree of foreclosure of this Deed of Trust, and any and all right to have the assets constituting the Collateral marshaled upon any foreclosure or other enforcement of this Deed of Trust or to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto, as well as rights regarding the administration of estates of decedents or any other rights which might defeat, reduce or affect the right of Beneficiary to sell the Collateral for the collection of the Obligations. Beneficiary or any court having jurisdiction to exercise or enforce rights with respect to this Deed of Trust may sell the Collateral in part or as an entirety. Beneficiary shall not be required to accept any part or parts of the Collateral in satisfaction of all or any part of the Secured Obligations. Beneficiary shall not be required to accept any apportionment of the Secured Obligations to or among any part or parts of the Collateral.

8.4 Statute of Limitations. Grantor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of any and all Secured Obligations secured by this Deed of Trust.

8.5 Time of Essence. Time is of the essence of the obligations of Grantor in this Deed of Trust and each and every term, covenant and condition made herein by or applicable to Grantor.

8.6 Statutory Conditions. This Deed of Trust is made under and pursuant to the of Sections 55.1-317, 55.1-318, and 55.1-320 through 55.1-325 of the Virginia Code and shall be construed to impose and confer upon the parties hereto and Beneficiary all the rights, duties and obligations prescribed by said Sections 55.1-317, 55.1-318, and 55.1-320 through 55.1-325, as amended, including without limitation the following rights, duties and obligations described in short form:

- (a) All exemptions are hereby waived.
- (b) Subject to call on default.
- (c) Renewal, extension, or reinstatement permitted.
- (d) Substitution of trustees collectively or of any of them individually by the beneficiary is permitted for any reason whatsoever, and any number of times without exhaustion of the right to do so.
- (e) Advertisement required, once a week for two successive weeks in any newspaper of general circulation in the County or City in which the Premises is situated.
- (f) Any trustee may act.
- (g) The trustee may require a deposit in the amount of two percent (2%) of the unpaid principal indebtedness then secured hereby or Fifty Thousand Dollars (\$50,000.00), whichever is greater, to accompany each bid at foreclosure sale or sale in lieu thereof.

[Remainder of page intentionally left blank; signature and acknowledgment page to follow.]

IN WITNESS WHEREOF, Grantor has executed this instrument under seal as of the day and year first above written with actual execution on the date set forth in the acknowledgment below.

GRANTOR:

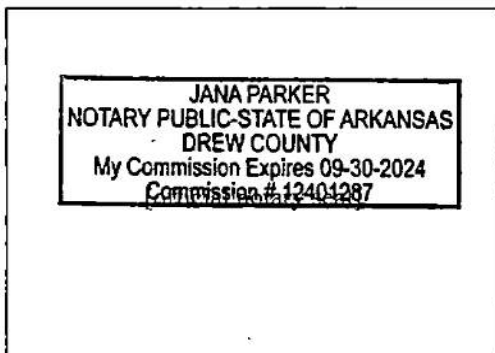
BTG PACTUAL OEF PROPERTY 2, L.P.,
a Delaware limited partnership

By: David Cassels
Name: David Cassels
Title: Authorized Agent

STATE OF Arkansas)
COUNTY OF Drew) ss.

I certify that I know or have satisfactory evidence that David Cassels is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the authorized agent of BTG PACTUAL OEF PROPERTY 2, L.P., a Delaware limited partnership, to be the free and voluntary act such party for the uses and purposes mentioned in the instrument.

DATED: March 26, 2020.



Jana Parker
(Print Name) Jana Parker
Residing at Drew County
My appointment expires: 9-30-24

EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

All of those certain lots or parcels of land, together with all improvements located thereon, situate and lying in the Counties of Buckingham, Cumberland, Dinwiddie, Lunenburg, and Powhatan, Virginia, and being more particularly described as follows:

PARCEL A (201900454VA)

TRACT NUMBER BK-002 (WHARAM)

All that certain tract or parcel of land containing 42 acres, more or less, in Marshall Magisterial District of Buckingham County, Virginia, adjoining the lands now or formerly owned by Milton Bransford on the north and south, the lands now or formerly owned by J. B. Wood on the west, and the lands now or formerly owned by Frank Wheeler on the east, and being particularly described by a plat made by Carroll Gillisple, C.L.S., on June 3, 1952, which plat describes this tract as containing 49.51 acres, more or less.

TRACT NUMBER BK-003 (NOBLE)

All that certain tract of land in Slate River District of Buckingham County, Virginia, containing Two Hundred and Thirty (230) acres, more or less, known as the "Agee Tract", adjoining the land now or formerly owned by Silas Bryant, Andrew Miller, Neal Bros., Boyd Banks, Sidney Jones, Archer Wooldridge, Mrs. Frank Thomas, Charles Newton, William Brown et als and lying on the Virginia Mills Road and being the same property shown by a plat attached to a deed dated July 2, 1951, from John W. Noble et als to F. I. Lesueur.

TRACT NUMBER BK-004 (SNODDY)

All of that certain tract or parcel of land lying, being and situate in Marshall District, Buckingham County, Virginia, on the Slate River, bounded on the west by the Slate River, on the north by the land now or formerly owned by Fountain, on the east by the land now or formerly owned by John Jones and on the south by the County Road, and containing one hundred and fifteen (115) acres, more or less; a plat of the said property being recorded in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 24 at page 152.

LESS AND EXCEPT that certain parcel of land containing 1.41 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated May 26, 1971, recorded July 20, 1971 in the Clerk's Office, Circuit Court, Buckingham County, Virginia in Deed Book 64 at page 476.

LESS AND EXCEPT that certain parcel of land containing 2.37 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia in Deed Book 116 at page 347.

TRACT NUMBER BK-006 (BRYANT)

All of that certain tract of land in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and ninety-nine (199) acres, more or less, adjoining the lands now or formerly owned by Phillip Jones, the lands now or formerly comprising the Charles Davis estate, the lands now or formerly owned by M. E. Nicholas, William Farley's estate and others and further described by the courses and distances of a plat and survey with the deed from Etta F. Caldwell et al to the Federal Land Bank, recorded in Deed Book 23 at page 21 et seq. reference to which is hereby made.

TRACT NUMBER BK-007 (HARVEY)

All of that certain tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and seventy (170) acres, more or less, bounded on the north by the lands now or formerly known as the Gregory Tract, Sidney Jones, and the Wooldridge Tract, on the east by a branch and the lands now or formerly owned by Paul Noble, on the south by the lands now or formerly owned by Crews and others, and on the west by the lands now or formerly owned by Crews, and being more fully described by a plat thereof made by Emmett D. Gillispie, S.B.C., in July, 1951 and recorded in The Buckingham County Clerks Office in Deed Book 53 at Page 590; however, a four (4) acre piece at the northeast tip of said plat is not included in the 170 acres hereby conveyed.

TRACT NUMBER BK-008 (EMERSON)

All of that certain parcel of land in Marshall District of Buckingham County, Virginia, containing 166 1/4 acres, more or less, lying on Phelps Creek and adjoining the lands now or formerly owned by E. A. Goodman estate; the lands now or formerly owned by Perkins Glover estate, the lands now or formerly owned by W. H. Baber and others, and fully described by the metes and bounds of a plat thereof, of record in Deed Book 36 at page 518 made by J. Stanley Reynolds in August, 1879, the lot hereby conveyed being Lot #2, of the said plat.

TRACT NUMBER BK-010 (MCCLANAHAN)

Parcel 1:

All of that certain parcel or tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and ten (110) acres, more or less, bounded on the north and northwest by the Virginia Mill Road, the lands now or formerly of the estate of the late W. R. Taggart and the lands now or formerly of the estate of the late Martha Ford, on the west by the lands now or formerly of M. E. Nicholas, on the south by the lands now or formerly of Richard Bryant, and on the east by the lands now or formerly of George Harris, formerly owned by one Jones; and being particularly described by a plat made by Emmett D. Gillispie, S.B.C., in December of 1951, which plat is attached and made a part of the deed recorded in Deed Book 54 at page 197.

Parcel 2:

All of that certain parcel or tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and eight (108) acres, more or less; and being in all respects the same lands conveyed unto the LeRoy E. White and W. A. McClanahan by Myrtle Maude Cobb, widow, by deed dated December 4, 1951 and recorded in the Buckingham County Clerk's office in Deed Book 54 at page 114.

LESS AND EXCEPT for eight acres of the 116 acre tract, conveyed by the above mentioned deed, which eight acres which are not hereby conveyed are shown by a plat made by Emmett D. Gillispie, S.B.C., in December 1951, which plat is attached and made a part of the deed recorded in Deed Book 54 at page 196; reference is hereby made to the above mentioned deed and plat for a more complete description of the lands hereby conveyed and the lands excepted and reserved as hereinabove stated.

LESS AND EXCEPT that portion of property conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 328 at page 300.

TRACT NUMBER BIB-015 (R. B. JONES)

All of that certain tract or parcel of land lying in Marshall Magisterial District of Buckingham County, Virginia, containing one hundred (100) acres, more or less, bounded on the north by the lands now or formerly owned by Yancey, on the east by

other lands now or formerly owned by Berkley Jones, on the south by the lands now or formerly known as the Old White Tract, and on the west by the lands now or formerly owned by Pankey and Neal Brown, and being particularly and completely described by a plat made by Carroll Gillispie, C.L.S., on March 31, 1952, which plat is attached and made a part of the deed recorded in Deed Book 55 at page 272.

TRACT NUMBER BK-032 (W. A. ELAM)

All of that certain tract or parcel of land lying and being about three miles east of Curdsville, lying partly in Curdsville Magisterial District of Buckingham County, Virginia, and partly in Randolph Magisterial District of Cumberland County, Virginia, containing Eighty-one and eight-tenths (81.8) acres, more or less, beginning at a planted stone on old roadbed at the southwest corner of the tract of land hereby conveyed and which is a common corner with the property now or formerly owned by Irving Elam Estate, thence N. 11° 40' E. 1547 feet along other property now or formerly owned by W. A. Elam, to a planted stone; thence N. 35° 15' W. 599 feet to planted stone; thence N. 24° 06' E. 474.4 feet; thence N. 28° W. 202 feet to an 8 inch willow oak tree; thence N. 65° 38' W. 445.5 feet; thence N. 30° 40' E. 1248 feet to a 10 inch post oak tree on the property line of such Irving Elam Estate; thence N. 84° 15' E. 347 feet to a 10 inch pine tree; thence N. 52° 40' E. 224 feet to a planted stone on property now or formerly owned by Continental Can Company, Inc.; thence S. 29° 48' E. 220 feet to a 12" pine tree; thence S. 25° 12' E. 441 feet to a 15" pine tree on south bank of private road; thence S. 12° E. 724 feet to an angle in fence; thence S. 10° 15' E. 2295 feet to another angle in fence; thence S. 5° 15' E. 683 feet to stake and rocks in fence corner on the property line of such Irving Elam Estate; thence along the such Irving Elam Estate property line N. 86° 30' W. 343 feet; thence S. 88° 10' W. 311 feet to old roadbed and thence N. 88° 55' W. 521 feet along center of old roadbed to a planted stone at the point of the beginning, the above courses and distances having been taken from a plat of the real estate hereby conveyed, made by R. C. Dodl, C.E., dated November 2, 1954, a copy of which is attached to and recorded with the deed recorded in Deed Book 58 at page 40.

TRACT NUMBER BK-033 (BEDFORD-HARRISON)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at "A" a poplar on the southwestern side of Slate River about 47 feet from the River corner to land formerly belonging to J. W. Snoddy; thence S. 50 degrees 45 minutes W. 2524 feet to a small white oak and hickory; thence S. 34 degrees 31 minutes W. 1857 feet to a large white oak stump and iron; thence S. 50 degrees 15 minutes W. 1292 feet to a Spanish oak stump and iron, 6 feet S. 7 degrees west of a beech; thence S. 24 degrees 30 minutes W. 617 feet to a double white oak; thence S. 49 degrees W. 297 feet to a white oak; thence S. 23 degrees 45 minutes W. 622 feet to a corner in road; thence S. 15 degrees 16 minutes E. 332 feet to a point ("B"); thence S. 62 degrees W. 303 feet to three dogwoods; thence N. 63 degrees 15 minutes W. 660 feet to a stake between oak and hickory; thence S. 44 degrees 45 minutes W. 990 feet to small red oak white oak pointers; thence N. 35 degrees W. 1284 feet to a walnut; thence S. 89 degrees 45 minutes W. 1534 feet to an ash near the eastern bank of Slate River; thence along said River N. 46 degrees 15 minutes E. 461 feet N. 24 degrees E. 400 feet N. 44 degrees W. 600 feet N. 18 degrees E. 1200 feet N. 23 degrees W. 100 feet N. 38 degrees W. 251 feet N. 79 degrees 30 minutes W. 780 feet N. 83 degrees W. 661 feet N. 500 feet N. 39 degrees E. 200 feet N. 69 degrees E. 200 feet N. 80 degrees E. 751 feet E. 1000 feet N. 85 degrees E. 200 feet N. 55 degrees E. 2000 feet N. 75 degrees E. 1300 feet N. 55 degrees E. 500 feet N. 75 degrees E. 1650 feet E. 400 feet S. 73 degrees E. 1000 feet S. 45 degrees E. 1156 feet to the place of beginning and containing 713.6 acres according to a plat and survey made by Edward S. Coles, C. E., December, 1936, attached to a certain deed from Lillie A. Harrison, widow, to Bedford Timber and Land Corporation, dated December 22, 1936, and recorded in said Clerk's office in Deed Book 37 at page 614 except the line from "A" to "B" above which was re-surveyed by Carroll Gillispie, C. L. S., March 30, 1954.

TRACT NUMBER BK-034 (BEDFORD-BERRY)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at a white oak on Diana Mills Road (Rt. 671) corner to lands now or formerly belonging to estate of William Williams and surrounded by the lands of said estate; thence S. 13 degrees 45 minutes E. 2182 feet to a stake; thence N. 42 degrees 20 minutes E. 2042 feet to a rock pile on said road; thence along said road and crossing same N. 72 degrees W. 1995 feet to the place of beginning and containing 42.6 acres, more or less, according to a plat and survey of the same made by J. G. Trent, Civil Engineer dated December 10, 1923, and attached to and made a part of a certain deed bearing date March 20, 1930, of record in said Clerk's Office in Deed Book 33 at page 269, by and between F. H. Spencer, et als, and J. I. Berry.

TRACT NUMBER BK-035 (BEDFORD-JONES)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an old gate corner to lands now or formerly owned by P. W. Lightfoot and J. R. and E. R. Williams; thence along old road as it meanders S. 59 1/2 degrees W. 4.20 chains S. 47 1/2 degrees W. 4.05 chains S. 64 1/2 degrees W. 2.36 chains N. 73 degrees W. 3.70 chains S. 57 1/2 degrees W. 5.80 chains N. 88 1/2 degrees W. 8.20 chains N. 57 degrees W. 3.15 chains N. 70 1/2 degrees W. 3.20 chains N. 75 degrees W. 3.20 chains N. 81 1/2 degrees W. 4.54 chains N. 77 degrees W. 15.30 chains N. 75 degrees W. 8.49 chains N. 88 degrees W. 1.78 chains to corner with lands now or formerly owned by Imboden; thence leaving said road N. 42 degrees 30 minutes E. 15.11 chains to a stone; thence S. 83 degrees 30 minutes E. 25.40 chains to a white oak; thence N. 10 degrees E. 23.20 chains to a wild cherry in corner fence; thence due east 13 chains to rocky creek; thence due east 10.20 chains to a black oak; thence S. 3 degrees W. 27.43 chains to the place of beginning and containing 136 acres and 83 poles, more or less, according to a plat and survey thereof made by H. J. Nicholas, C. E., dated March 7, 1898, attached to a certain deed by and between Jennie S. Jones, et vir, and Bedford Pulp and Paper Company, Inc. of record in said Clerk's Office in Deed Book 23 at page 491.

TRACT NUMBER BK-040 (BEDFORD-HUBBARD)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at a beech near an old dam in the center of Whispering Creek, corner to lands now or formerly owned by Lesueur; thence down Whispering Creek as it meanders 332 poles along the line of lands now or formerly owned by R. T. Hubard to the corner of lands now or formerly owned by E. P. Shepard; thence leaving said Creek, S. 92 degrees W. 54 poles to a point; thence N. 58 degrees W. 46 2/3 poles to a point in Cairra Road; thence along old Cairra Road, the lands now or formerly owned by the estate of Col. E. W. Hubard, in a westerly direction 77 poles to a point; thence leaving said Road N. 16 E. 16 poles to a point, N. 36 poles to a point; N. 26 E. 6 1/2 poles to a point in the road to Farmville; thence N. 74 degrees W. 13 poles to a point, S. 55 W. 25 1/2 poles to a point, S. 23 W. 48 poles to a point in old Cairra Road; thence along said road in a westerly direction 57 1/2 poles to a corner on such Lesueur line; thence along his line N. 7 degrees E. 194 poles to the place of beginning and containing 211 1/2 acres, more or less, according to a plat and survey of the same made by Paul McRae, County Surveyor of Cumberland County, April 1913; which was attached to a certain deed bearing date December 30, 1922, from Bolling H. Terrell, et vir, to J. W. Catlett of record in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 28 at page 235.

LESS AND EXCEPT that certain parcel of land containing 2.90 acres, more or less, conveyance made to the

Commonwealth of Virginia by deed dated January 15, 1965, recorded May 25, 1965 in the Clerk's Office, Circuit Court, Buckingham County, Virginia in Deed Book 74 at page 15.

LESS AND EXCEPT that certain parcel of land containing 0.72 acres, more or less, conveyed to the County of Buckingham by deed dated March 10, 1976, recorded May 13, 1976 in the Clerk's Office, Circuit Court, Buckingham County, Virginia in Deed Book 100 at page 591.

LESS AND EXCEPT that certain parcel of land containing 107.12 acres, more or less, conveyed to Ryanite Mining Corporation by Deed recorded in Deed Book 184 at page 613.

TRACT NUMBER BK-044 (BEDFORD-PUTNEY)

All that certain tract or parcel of land known as the Putney tract situate in Marshall Magisterial District, Buckingham County, Virginia, and described by metes and bounds as follows:

Beginning at point in the center of Diana Mills Road at intersection of private road, corner to the lands now or formerly owned by James Clark; thence along Diana Mills Road, N. 67 degrees W. 358 feet N. 65 degrees W. 245 feet N. 23 degrees W. 423 feet near stone; thence leaving said road N. 27 degrees 30 minutes E. 1600 feet to a point in Pentland Road; thence N. 34 degrees E. 1335 feet to a point; thence S. 42 degrees E. 154 feet to a point in a road; thence along said road N. 35 degrees 30 minutes E. 510 feet N. 22 degrees E. 555 feet to a point near White oak; thence leaving said road S. 62 degrees 30 minutes E. 942 feet S. 40 degrees E. 400 feet E. 200 feet N. 79 degrees 30 minutes E. 1090 feet N. 83 degrees E. 1350 feet to a dogwood near a creek; thence S. 45 degrees 45 minutes W. 4890 feet to three poplars; thence S. 31 degrees 30 minutes W. 677 feet to rocks; thence S. 5 degrees 30 minutes W. 765 feet to a stake; thence S. 68 degrees W. 290 feet to a point in said Diana Mills Road; thence along said road N. 13 degrees W. 150 feet N. 22 degrees W. 504 feet N. 41 degrees W. 780 feet to the place of beginning, and containing 263 acres, more or less, according to a plat and survey thereof made by J. G. Trent, Civil Engineer, April 1923, which was attached to the deed to Bedford Timber and Land Corporation; together with other land, if any, conveyed to said Bedford Timber and Land Corporation by deed from Mary S. Putney, et al, dated April 18, 1923, of record in said Clerk's Office in Deed Book 28 at page 144.

LESS AND EXCEPT that certain parcel of land containing 2.10 acres, more or less, conveyed to the Commonwealth of Virginia, by deed dated June 12, 1970, recorded August 20, 1970 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 82 at page 594.

LESS AND EXCEPT that certain parcel of land containing 0.50 acres, more or less, conveyed to the Commonwealth of Virginia, by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 347.

LESS AND EXCEPT that certain parcel of land containing 4.34 acres, more or less, conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 168 at page 606.

TRACT NUMBER BK-045 (BEDFORD-PETTIT)

All that certain tract or parcel of land known as the Pettit tract, situate in Marshall Magisterial District, Buckingham County, Virginia, and described by metes and bounds as follows:

Beginning at a corner stake on the east side of a road, corner to lands now or formerly belonging to R. B. Layne and Waverly Chambers and the land herein conveyed; thence with the lands now or formerly owned by the said Chambers and

the lands now or formerly belonging to John Jones and B. W. Snoddy, S. 56 degrees W. 1312 feet to a cherry, S. 47 degrees W. 249 feet to a stake; S. 51 degrees W. 162 feet to a redbud, S. 65 degrees W. 668 feet to a burnt oak stump, S. 58 1/2 degrees W. 243 feet to a dogwood, S. 52 3/4 degrees W. 130 feet to oak stump and chestnut pointers; thence N. 44 degrees W. crossing roads 3105 feet to the center of State River; thence down the said River N. 47 1/2 degrees E. 396 feet N. 6 degrees E. 312 feet, N. 18 1/2 degrees W. 312 feet N. 44 1/4 degrees W. 222 feet, N. 47 3/4 degrees W. 268 feet, N. 59 1/2 degrees W. 120 feet, S. 87 degrees W. 235 feet, S. 76 degrees W. 144 feet, N. 87 degrees W. 124 feet to a point in said River; thence N. 2 degrees E. 30 feet to an ash; thence N. 60 degrees E. 759 feet to a hickory, N. 24 1/4 degrees E. 1080 feet to a stake and pine and chestnut pointers; thence N. 85 degrees E. along an old hedge 1058 1/2 feet to a walnut; thence with the lands now or formerly belonging to Harrison and Benjamin Woolridge, S. 38 degrees E. along an old hedge, 1287 feet to a small red oak; thence N. 40 degrees E. 990 feet to oak and hickory pointers; thence S. 69 degrees E. 660 feet to three dogwoods; thence N. 52 1/2 degrees E. 509 feet to a stake on the east side of the road, which is 25 feet southwesterly from two hickories; thence with the lands now or formerly belonging to the said R. B. Layne S. 10 degrees E. 3282 feet to the place of beginning and containing 361 1/2 acres, according to a plat and survey of the same made March 22, 23, 1921, by William Bagbee, Surveyor, which is attached and made a part of the deed recorded in Deed Book 58 at page 156.

TRACT NUMBER BK-046 (CATLETT-FORD)

All of that certain tract or parcel of land, lying being and situate in Marshall Magisterial District, Buckingham County, Virginia, formerly known as the "Thomas H. Ford Estate", containing three hundred and eighty (380) acres, more or less, and being more particularly described by the metes and bounds of a plat thereof made by Carroll Gillispie, C.L.S., S.B.C. on November 30, December 1 and 31, 1954, which said plat has been recorded in the office of the Clerk of the Circuit Court of Buckingham County, Virginia, in Deed Book 58 at page 114; the said property is bounded on the north by State River; on the west by the property now or formerly of Bedford Timber and Land Corporation, formerly the Harrison Tract; on the south by the property now or formerly owned by James Williams and the property now or formerly of Bedford Timber and Land Corporation, formerly known as the Jones Tract; and on the east by the aforesaid Jones Tract of Bedford Timber and Land Corporation and the property now or formerly owned by Burruss Land and Lumber Company and H. M. Duval, to which said plat reference is here made for a more particular description of the lands hereby conveyed.

TRACT NUMBER BK-048 (AMOS)

All of that certain tract or parcel of land, situated in Marshall Magisterial District, Buckingham County, Virginia, containing ninety-one and sixty-two hundredths (91.62) acres, more or less, bounded on the north by State Road No. 671, known as the Diana Mills Road, and the lands now or formerly of Banks and Charles Logan; on the east by the lands now or formerly of the Bedford Timber and Land Corporation and State Road No. 677; on the south by an old road and the lands now or formerly of Emmaline Washington, Goin, Jas. Clarke and Bransford; and on the west by the lands now or formerly of the David Ford Estate and Charles Logan; being more particularly described by a plat of survey thereof made by Carroll Gillispie, C. L. S., on September 13th and November 1st, 1952, which said plat is of record in the office of the Clerk of the Circuit Court of Buckingham County, in Deed 56 at page 428.

LESS AND EXCEPT that certain parcel of land containing 0.22 acre, more or less, conveyed to the Commonwealth of Virginia by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 347.

TRACT NUMBER BK-049 (MCCLANAHAN)

Parcel 1:

All of that certain tract or parcel of land lying and being in Marshall Magisterial District of Buckingham County, Virginia, containing eighty-eight and one-third (88-1/3) acres, more or less, formerly owned by John W. Snoddy, deceased, and adjoining the lands now or formerly owned by Thomas Snoddy, James Gaulden and Fletcher Snoddy.

Parcel 2:

All of that certain tract or parcel of land lying and being in Marshall Magisterial District, Buckingham County, Virginia, containing forty-eight and one-half (48-1/2) acres, more or less, adjoining the lands now or formerly of Fannie Nuckols, James Gaulden, Thomas Williams and Dave Ford.

Parcel 3:

ALL of that certain tract or parcel of land lying and being in Marshall Magisterial District of Buckingham County, Virginia, containing two hundred and one and one-half (201-1/2) acres, more or less, adjoining the lands now or formerly of Moses A. Ford, M. M. Bransford, Mrs. F. A. Nuckols, N. E. Spessard, Mrs. Annie A. Nuckols, Trent Stanton, Robert Johnson, James Clark and others and described by metes and bounds on a certain plat thereof made by I. G. Trent, C.S.B., dated January 31 and February 1, 1924 and recorded in the aforesaid Clerk's Office in Deed Book 39 at Page 542.

LESS AND EXCEPT that certain parcel of land containing .58 acre, more or less, conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 178 at page 839.

TRACT NUMBER BK-053 (HAMILL-BULLOCK)

All that certain tract or parcel of land lying, being and situate in Marshall Magisterial District, Buckingham County, Virginia, containing seventy-four (74) acres, more or less, and described by metes and bounds on a certain plat thereof made by Carroll Gillispie, C. L. S., dated August 13, 1955, and attached to and made a part of the deed in Deed Book 59 at page 198.

TRACT NUMBER BK-056 (O. B. GREGORY)

All of that certain tract or parcel of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing twenty-four (24) acres, more or less, bounded on the north by other lands now or formerly of O. B. Gregory, on the east and south by the lands now or formerly of the Continental Can Company, Inc., and on the southwest by the Virginia Mills Road, and being completely and particularly described by a plat made by H. B. Nicholas, C. E., in 1902, a copy of which plat is attached to and made a part of the deed in Deed Book 59 at page 473.

TRACT NUMBER BK-058 (WILEY J. TRENT)

All of that certain tract or parcel of land lying in Curdsville Magisterial District of Buckingham County, Virginia, containing one hundred (100) acres, more or less, lying on Whispering Creek and the road from "Saratoga" to Cairn, bounded on the north by the lands formerly owned by E. W. Hubbard, Jr., on the east by lands formerly owned by W. I. Hubbard, on the south and west by lands formerly owned by E. W. Hubbard, Sr. and E. W. Hubbard, Jr., and being fully described by a plat made by I. H. Robertson, C. E., on November 19, 1919 which is recorded in the Buckingham County Clerk's Office in Deed Book 24 at Page 366.

The acreage conveyed is shown to be 122.0 acres, more or less, on the plat made by Carroll Gillispie on March 31, 1956, and April 9, 1956, which plat is recorded in the Buckingham County Clerk's Office in Deed Book 171 at Page 263.

Together with a non-exclusive easement of right of way of an unspecified width as more particularly described in that certain deed by and between W. J. Hubbard and Carrie S. Hubbard, his wife, and R. I. Allison, dated November 24, 1919, recorded December 1, 1919, in the Clerk's Office, Circuit Court, County of Buckingham, Virginia, in Deed Book 24 at page 365.

TRACT NUMBER BK-062 (W. A. ELAM #2)

All of that certain tract or parcel of land containing Sixteen and Fifty-three (16.53) acres, more or less, lying and being in Curdsville Magisterial District of Buckingham County, Virginia, and located about three miles east of Curdsville in said County, beginning at an iron stake and rocks at the southeast corner of the tract of land hereby conveyed in the middle of an old roadbed and on the property line of other property now or formerly owned by Continental Timber Lands Corporation, thence N. 88° 55' W. 427 feet along the center of an old roadbed to an iron stake on the east bank of ditch on the property line now or formerly of Maggie A. Elam; thence N. 4° 15' W. 1232 feet to a planted stone on other property now or formerly owned by W. A. Elam; thence continuing along the property line now or formerly owned by W. A. Elam, N. 72° 30' E. 585 feet to a stake and rocks; thence S. 11° 10' W. 615 feet to a stake; thence S. 80° E. 74 feet to a stake; thence N. 31° 30' E. 500 feet to a stake on the property line now or formerly owned by Continental Timber Lands Corporation; thence continuing along the property line now or formerly owned by Continental Timber Lands Corporation, S. 11° 40' W. 1248 feet to an iron stake and rocks in the middle of an old roadbed at the point of the beginning, the above courses and distances having been taken from a plat made by R. C. Dodl, C.E., dated June 1, 1956 of the real estate hereby conveyed, which is attached to and recorded with the deed in Deed Book 60 at page 174.

TRACT NUMBER BK-065 (TRENTHAM)

All of that certain parcel or tract of real estate lying and being in Curdsville Magisterial District, County of Buckingham, State of Virginia, containing 92.5 acres, more or less, as shown on a plat made by Carroll Gillispie, C.L.S., dated May 26, 1956, which is attached and recorded with the deed in Deed Book 60 at page 171, and described in the said plat as follows:

Beginning at a point on Route #623 at the northwestern corner of land now or formerly owned by Aubrey Holeman, thence S. 86 deg. 30' E. 446 feet to rocks at (A); thence S. 11 deg. 35' W. 288 feet to a point; thence N. 64 deg. 23' W. 18.7 feet to a point; thence S. 11 deg. 35' W. 201 feet to a branch; thence up the branch as it meanders S. 76 deg. 30' E. 300 feet and S. 43 deg. E. 145 feet to a point; thence S. 48 deg. 30' W. 255 feet; thence S. 54 deg. 15' E. 639 feet to a dogwood; thence S. 30 deg. E. 420 feet to a pine; thence S. 56 deg. 21' W. 353 feet to a rock pile; thence S. 44 deg. 51' W. 388 feet to a branch; thence up the branch as it meanders S. 63 deg. 11' E. 678 feet to a point on the edge of the branch; thence S. 21 deg. 49' W. 495 feet to a stake; thence S. 15 deg. 19' W. 330 feet to a wire fence; thence along the wire fence and chopline N. 87 deg. 15' E. 1379 feet; thence along Whispering Creek line as it meanders N. 11 deg. E. 1000 feet and N. 6 deg. 30' W. 800 feet to an iron stake; thence N. 73 deg. 30' W. 610 feet to a cedar stake; thence N. 9 deg. 30' W. 462 feet to lightwood stake in old road; and thence along the Old Cairn Road N. 56 deg. 15' W. 770 feet, N. 60 deg. W. 155 feet, N. 77 deg. W. 208 feet and N. 86 deg. 30' W. 860 feet to a point in the State Highway No. 623; and thence along Route # 623 S. 12 deg. W. 12 feet to the point of beginning.

Together with a non-exclusive easement 36' in width extending across certain property to Route 623 as more particularly described in that certain Deed of Easement by and between David H. Trentham and Frances H. Trentham, and Continental Hopewell Woodlands, Inc., dated June 19, 1984, recorded July 13, 1984, in the Clerk's Office, Circuit Court of Buckingham County, Virginia, in Deed Book 133 at page 43.

TRACT NUMBER BK-077 (DECKER BANTON)

All of that certain tract or parcel of land situated in Curdsville Magisterial District of Buckingham County, State of Virginia, containing one hundred and seventy and one-tenth (170.1) acres, more or less, bounded on the north by Willis River, on the east by the lands now or formerly of Toby or Stovie Patterson and State Road #600, on the south by other lands now or formerly of the said Decker Banton and on the west by other lands now or formerly of the said Decker Banton and the lands now or formerly of T. H. Allen, being more particularly described by the metes and bounds of a plat of survey thereof made by T. W. Saunders, S.N.C., in April, 1957, which said plat is attached to and made a part of the deed in Deed Book 61 at page 309.

LESS AND EXCEPT that, certain parcel of land containing 0.87 acre, more or less, conveyed to the Commonwealth of Virginia by deed dated June 6, 1961, recorded July 18, 1961 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 67 at page 241.

TRACT NUMBER BK-082 (THOMAS M. BROOKS)

All that certain tract or parcel of land, lying, being and situate in Buckingham County, Virginia, containing 349.0 acres, more or less, and described as follows according to plat entitled "Continental Can Co., Inc., Thos. M. Brooks Tract No. 34-82, State: Virginia, County: Buckingham, District: Marshall", a copy of which said plat is attached and made a part of the deed recorded in Deed Book 64 at page 352.

Beginning at an iron, center line of an old road, in the western boundary of the property hereby conveyed; corner with property now or formerly of John H. Lee Estate and Mrs. E. S. Coles; thence N. 18° 30' E. 595 feet to an iron; thence N. 45° 05' E. 660 feet to an iron; thence N. 58° 05' E. 792 feet to an iron; 56° 05' E. 759 feet to an iron; thence S. 5° 00' W. 1852 feet to an iron; thence S. 86° 50' E. 1257 feet to an iron; thence 86° 50' E. 867 feet to a point; thence N. 51° E. 303 feet to a point; thence S. 68° 25' E. 4011 feet to a point; thence S. 34-1/2° W. 1013 feet to a stone on west road bank; thence S. 75-1/2° W. 687 feet to an iron; thence S. 71-1/2° W. 400 feet to an iron; thence S. 73-7/8° W. 950 feet to an iron; thence S. 70-3/4° W. 200 feet to a point; thence S. 75-7/8° W. 600 feet to a point; thence S. 75-3/4° W. 300 feet to a point; thence S. 73-1/2° W. 395 feet to an iron; thence N. 12-1/4° W. 495 feet to a point; thence N. 14-1/2° W. 426 feet to a point; thence N. 15° W. 441 feet to a poplar; thence N. 14-3/4° W. 341 feet to the center line of Randolph Creek; thence along center line of said Creek in the following courses and distances: N. 67-3/4° W. 47 feet; N. 1-1/2° E. 66 feet; N. 44° W. 102 feet; N. 87-1/4° W. 85 feet; S. 45-1/4° W. 165 feet; S. 55-1/4° W. 139 feet; S. 49-1/2° W. 158 feet; S. 52-1/4° W. 539 feet; S. 42-1/4° W. 144 feet; S. 60° W. 279 feet; S. 48-1/4° W. 137 feet; N. 89-1/2° W. 152 feet; N. 57-3/4° W. 105 feet; N. 48° W. 135 feet; N. 57-3/4° W. 317 feet in center line of said creek; thence N. 20-1/2° E. 28 feet to an iron on north bank of said creek; thence N. 25° E. 116 feet to a point in center line of Old Road; thence along center line of said old road in the following courses and distances: N. 17-3/4° E. 100 feet; N. 13-3/4° E. 100 feet to an iron; N. 12-3/4° W. 161 feet; N. 60° W. 100 feet; N. 17° W. 214 feet; N. 22-1/2° W. 124 feet; N. 35-3/4° W. 150 feet; N. 35-1/4° W. 100 feet; N. 27-3/8° W. 100 feet; N. 38-1/8° W. 200 feet to an iron; N. 37-5/8° W. 92.5 feet; N. 30-1/4° W. 100 feet; N. 52° W. 116.5 feet; N. 56-3/4° W. 300 feet to an iron; N. 64-3/4° W. 433 feet; N. 78-1/2° W. 182 feet; and N. 52-1/4° W. 157 feet to the point of beginning.

TRACT NUMBER BK-088 (BARNES SLEEPY HOLLOW)

All that parcel, situated in the Marshall Magisterial District approximately 2 miles (airline) south southwest of New Canton, consisting of 385.6 acres, (being formerly described as 350 acres, more or less) fronting a short distance on the southwestern margin of State Route #672, said tract being shown and fully described on a plat of Carroll Gillispie, C. L. S., dated October 15, 1958, which plat is recorded with and made a part of the deed in Deed Book 67 at page 549.

LESS AND EXCEPT that certain parcel of land containing 0.14 acre, more or less, conveyed to Commonwealth of Virginia by deed dated September 17, 1971, recorded December 1, 1971 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 85 at page 389.

TRACT NUMBER BK-098 (NEWTON)

Parcel 1:

All of that certain tract or parcel of land, lying and being in Curdsville District of Buckingham County, State of Virginia, containing 69.37 acres, more or less, be the same more or less, bounded on the north by the lands now or formerly owned by J. D. Allen and R. J. Jones; on the east by land now or formerly owned by Huddleston; on the south by the land now or formerly of Continental Can Company, Inc. and on the west by the land now or formerly owned by John Tyree, and more fully described by a plat and survey thereof, made by Paul M. Saunders, Surveyor, in October, 1959, and attached and recorded with the deed recorded in Deed Book 65 at page 52, wherein the said land is described as follows:

Beginning at an iron in hedge, corner of Huddleston and Continental Can Co., Inc. thence N. 88°-56' W. 16.41 chains to iron; thence, N. 1 1/2° W. 10.55 chains to iron; thence, N. 39 & 3/4th° E. 2.69 chains to iron; thence, N. 231/4° E. 3.38 chains to iron; thence, N. 10° E. 4.83 chains to iron; thence, N. 2° W. 4.65 chains to iron; thence, N. 11° W. 1.51 chains to iron; thence, N. 2° W. 4.71 chains to iron; thence, N. 181/4° W. 2.26 chains to iron and branch; thence, N. 73Y2° E. 0.79 chains to iron; thence, N. 761/4° E. 0.89 chains to iron; thence, N. 431/4° E. 1.02 chains to iron; thence N. 74° E. 0.88 chains to iron; thence, N. 65° E. 1.22 chains to iron; thence, S. 81 1/4° E. 0.88 chains to iron; thence N. 46° E. 0.36 chains to iron; thence, S. 661/4° E. 0.82 chains to iron; thence N. 851/4° E. 0.76 chains to iron; thence, N. 65° E. 2.20 chains to iron; thence, N. 341/2° W. 1.61 chains to iron, leaving old creek bed to present creek; thence, N. 211/4° E. 1.50 chains to iron; thence, N. 641/4° E. 1.62 chains to iron; thence, N. 85° E. 1.35 chains to maples; thence, S. 16° W. 4.04 chains to iron; thence, S. 68° E. 1.74 chains to iron; thence, S. 74° E. 2.27 chains to iron; thence, S. 61° E. 1.70 chains to iron; thence, S. 86° E. 2.79 chains to iron; thence, S. 84° E. 1.80 chains to iron; thence, S. 71° E. 3.46 chains to iron; thence, S. 68 & 3/4th° E. 0.57 chains to iron at maple; thence, S. 61 & 3/4th° W. 33.86 chains to the point of beginning.

LESS AND EXCEPT that certain parcel of land containing 0.40 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated August 15, 1974, recorded September 13, 1974 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 94 at page 439.

Parcel 2:

All that certain tract or parcel of land, lying being and situate in Curdsville District, Buckingham County, Virginia, containing 945.67 acres, more or less, and described as follows on a plat entitled: "Continental Can Co., Inc. J. E. & J. G. Newton Tract 549-5, State- Virginia, County Buckingham, District - Curdsville", dated September 1959, and made by Paul M. Saunders, Surveyor, a copy of which said plat is attached and made a part of the deed recorded in Deed Book 64 at page 573 (Plat 1) and (Plat 2).

Beginning at a stone at large hickory, in the eastern boundary of the property hereby conveyed, in the boundary line of land now or formerly owned by the Bartelee Estate; thence S. 66° 38' E. 24.94 chains to a gum; thence S. 70° E. 1.85 chains to an iron in the center line of Rocky Ridge; thence along the center line of Rocky Ridge in the following courses and distances: S. 41-1/4° W. 3.91 chains; S. 37-5/80 W. 3.23 chains; S. 48-1/4° W. 3.66 chains; S. 49-3/4° W. 2.26 chains; S. 50-1/4° W. 5.49 chains; S. 42-3/4° W. 3.24 chains; S. 51-1/2° W. 4.77 chains; S. 480 W. 4.46 chains; S. 49-3/4° W. 4.97 chains; S. 61° W. 3.36 chains; S. 51-3/4° W. 4.57 chains; S. 48-1/2° W. 1.47 chains; S. 44-3/4° W. 3.79 chains; S. 59-1/4° W. 3.68 chains; S. 50-3/4° W. 1.95 chains; S. 49-1/4° W. 4.47 chains; S. 50-3/4° W. 3.80 chains; S. 45-1/2° W. 3.94 chains; S. 43-1/4° W. 4.67 chains; S. 59-3/4° W. 2.38 chains; S. 40-1/4° W. 4.20 chains; S. 51-3/4° W. 4.00 chains; to an iron; thence leaving said Rocky Ridge N. 67° 20' W. 42.98 chains to an iron at blazed maples; thence, crossing State Highway #632, S. 75° 40' W. 64.06 chains to an iron; thence N. 30-3/4° W. 5.95 chains to a birch; thence N. 45-3/4° W. 2.85 chains to a dogwood; thence N. 40-1/4° W. 3.48 chains to a birch; thence N. 30° E. 3.86 chains to a beech; thence

N. 58-1/2° E. 4.53 chains to a birch; thence N. 89-3/4° E. 3.03 chains to a gum; thence N. 55-1/4° E. 3.13 chains to a pine; thence N. 28-1/2° E. 3.55 chains to a dogwood; thence N. 33-1/2° W. 3.78 chains to a sycamore; thence N. 2° E. 2.12 chains to an iron; thence N. 52-1/2° W. 7.43 chains to a double birch; thence N. 16° E. 3.59 chains to an iron in line; thence S. 67-1/4° E. 0.11 chains to a point in the center line of road; thence along said road in the following courses and distances: N. 80° E. 3.83 chains N. 73° E. 1.95 chains; N. 83° E. 3.70 chains; N. 89-1/2° E. 6.07 chains; S. 70-1/4° E. 4.54 chains; S. 66-3/4° E. 3.08 chains; N. 73-1/2° E. 2.42 chains; S. 85-3/4° E. 1.76 chains; S. 45° E. 3.58 chains; S. 83° E. 2.03 chains; S. 89-1/2° E. 0.79 chains; thence leaving said road N. 17° 05' E. 19.64 chains to an iron; thence N. 5° 08' E. 14.89 chains to an iron; thence N. 56-1/4° W. 12.29 chains to an iron and old stake at 3 white oaks; thence S. 41° 26' W. 32.73 chains to a white oak and iron; thence N. 34° E. 1.83 chains to a beech and iron; thence N. 11° E. 27.77 chains to a dead pine and iron; thence N. 8° 06' W. 10.74 chains to pine and iron; thence N. 18° 57' E. 19.21 chains to 16" short leaf pine and iron; thence N. 49° 36' W. 40.77 chains to an iron and large white oak; thence N. 86-1/4° E. 31.78 chains to an iron; thence S. 85-3/4° E. 2.27 chains to an iron; thence N. 85-1/2° E. 4.01 chains to an iron; thence S. 88-1/2° E. 0.62 chains to a red oak and iron; thence N. 77-3/40 E. 2.53 chains to a hickory; thence S. 89-3/4° E. 4.46 chains to an iron; thence S. 89° E. 1.37 chains to a hickory; thence N. 83° E. 3.03 chains to an iron; thence N. 85° 18' E. 3.47 chains to an iron; thence S. 76-3/4° E. 1.68 chains to a poplar; thence S. 52-1/2° E. 0.75 chains to a red oak; thence S. 34-1/4° E. 1.78 chains to an iron; thence S. 26-3/4° E. 4.39 chains to an iron; thence S. 29-1/4° E. 29.92 chains to a point; thence S. 26-3/4° E. 8.78 chains to an iron on the east side of State Highway #632; thence S. 270° E. 4.80 chains to an iron; thence S. 20-3/4° E. 7.71 chains to an iron; thence S. 36-1/2° E. 10.68 chains to an iron at poplar; thence S. 31-3/4° E. 8.28 chains to a large white oak; thence S. 25-3/4° E. 9.06 chains to an iron; thence S. 29-3/4° E. 20.48 chains to an iron; thence N. 84° 50' E. 40.35 chains to an iron; thence N. 13-3/4° E. 20.38 chains to the point of beginning.

LESS AND EXCEPT that portion of property conveyed to Kyanite Mining Corporation by Deed recorded in Deed Book 306 at page 921.

LESS AND EXCEPT that portion of property conveyed to Walton G. Moseley and Jessica R. Moseley by Deed recorded in Deed Book 309 at page 248.

Parcel 3:

All that certain tract or parcel of land, lying, being and situate in Buckingham County, Virginia, containing 308.98 acres, more or less, and described as follows on a plat entitled "Continental Can Co. Inc., J. E. & J. G. Newton Tract 549-5, State - Virginia, County - Buckingham, District - Curdsville", dated October 1959, and made by Paul M. Saunders, Surveyor, a copy of which said plat is attached to and made a part of the deed recorded in Deed Book 64 at page 573:

Beginning in the northwestern boundary of the property hereby conveyed at an iron at white oak, in the boundary line with property now or formerly owned by Cox and John Tyree; thence S. 89° 08' E. 21.74 chains to an iron; thence S. 88° 56' E. 16.41 chains to an iron; thence N. 89° 58' E. 15.05 chains to an iron at large white oak; thence S. 89° 41' E. 12.66 chains to an iron; thence S. 7° 15' E. 15.41 chains to an iron; thence N. 86° 46' E. 10.75 chains to an iron on roadbank of State Highway #628; thence S. 7-3/4° W. 1.72 chains to an iron on an abandoned road; thence along the abandoned road in the following courses and distances: S. 9° W. 1.36 chains to an iron; S. 7-1/4° W. 1.58 chains; S. 5-3/4° W. 2.51 chains to an iron; S. 7-1/4° W. 2.12 chains; S. 9° W. 1.30 chains to a stone, north bank of creek; thence, leaving said abandoned road, N. 88° 35' W. 77.91 chains to an iron; thence S. 1° 38' W. 26.74 chains to an iron; thence S. 88-1/2° E. 18.63 chains to an iron at white rock; thence N. 88-1/4° E. 0.64 chains to an iron at hickory; thence S. 32° 29' W. 37.89 chains to a white oak; thence N. 87° 08' W. 17.06 chains to an iron; thence N. 43-1/2° W. 19.17 chains to an iron; thence N. 32° E. 15.5 chains to an iron; thence N. 78° 49' E. 12.48 chains to an iron at white oak; thence N. 12° 06' E. 53.03 chains to an iron at rock pile; thence N. 33-3/4° E. 1.58 chains to the point of beginning.

LESS AND EXCEPT that certain parcel of land containing 6.45 acres, more or less, conveyed to John B. Henneman, by

deed dated September 10, 1965, recorded October 6, 1965 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 74 at page 465.

LESS AND EXCEPT that certain parcel of land containing 250.19 acres, more or less, conveyed in Deed Book 174 at page 460.

TRACT NUMBER BK-103 (NEWTON-TAYLOR)

All that certain tract or parcel of land, lying, being and situate in James River District, Buckingham County, Virginia, containing 189.96 acres, more or less, and described as follows according to a plat entitled "Continental Can Company, Inc., Newton-Taylor Tract No. 549-106, 189.96 Acres, James River District, Buckingham County, Virginia", dated August, 1967, made by John R. Nunnally, Jr., C. L. S., a copy of which is attached and made a part of the deed recorded in Deed Book 77 at page 377:

Beginning at an iron and rocks in the western boundary of the property hereby conveyed, thence in a northwesterly direction across easement of Colonial Pipe Line N. 69° 55' W. 14.09 chains to a 24" sweet gum (old chops); thence N. 26° 04' E. 15.38 chains to a planted stone, 3' NW. of 6" dogwood; thence S. 54° 34' E. 2.80 chains to a planted stone; thence S. 68° 28' E. 3.81 chains to a stone; thence S. 34° 36' E. 16.62 chains to a stone; thence N. 36° 35' E. 4.17 chains to a stone; thence S. 31° 17' E. 0.80 chains to a point; thence S. 22° 30' E. 2.00 chains to a 10" poplar; thence S. 35° 41' E. 7.53 chains to a planted stone; thence S. 56° 29' E. 33.27 chains to a planted stone on north side of Old Road; thence along center line of old road S. 48° 28' W. 46.23 chains to a planted stone in old road; thence crossing state Route 613 N. 31° 38' W. 48.70 chains to a stone; thence N. 54° 58' E. 16.50 chains to the point of beginning.

LESS AND EXCEPT that portion of property conveyed to Silva Group, LLC by Deed recorded as Instrument No. 20130385 (Cumberland County) and in Deed Book 415 at page 429 (Buckingham County)

TRACT NUMBER BK-107 (BOONE-MITCHNER)

Parcel 1:

All that certain tract or parcel of land lying and being in Marshall Magisterial District, of Buckingham County, Virginia, containing 167.4 acres, more or less, by survey, described as to metes and bounds by a plat of survey made by Paul M. Saunders, C.L.S., dated September 9, 1966, described the herein described real estates as follows:

Beginning in the centerline of Slate River at the extreme northwest corner of said property, an iron being located on the eastern bank of said river approximately 45 feet from centerline, thence S. 86° 0' E. 726.5 ft. to a cedar in fence corner, thence N. 24° 40' E. 331.5 ft. to large black oak with old chops, thence S. 63° 18' E. 939.8 ft. to iron set in marsh, thence N. 25° 59' E. 402.2 ft. to hickory; thence S. 55° 13' E. 514.93 ft. to iron on branch, thence S. 15° 24' E. 92.53 ft. along branch, thence S. 12° 33' E. 174.6 ft. along branch, thence S. 42° 51' E. 108.95 ft. along branch, thence S. 34° 59' E. 138.41 ft. along branch, thence S. 62° 47' E. 117.50 ft. along branch, thence N. 73° 26' E. 114.4 ft. along branch, thence N. 89° 34' E. 261.0 ft. along said branch, thence S. 73° 23' E. 83.8 ft. along branch, thence S. 89° 51' E. 59.12 ft. along said branch, thence S. 50° 23' E. 116.82 ft. along branch, thence N. 84° 35' E. 45.97 ft. along branch, thence S. 53° 37' E. 65.69 ft. along branch, thence S. 7° 38' E. 109.91 ft. along branch, thence S. 45° 47' E. 84.95 ft. along branch, thence S. 47° 22' E. 206.0 ft. to iron 14 feet southwest of branch, thence S. 30° 55' W. 657.97 ft. to old stonepile and iron set in center of old road, thence S. 49° 50' E. 102.58 ft. along old road, thence S. 58° 35' E. 89.23 ft. along old road, thence S. 49° 47' E. 78.33 ft. along old road, thence S. 49° 38' E. 94.42 ft. along old road, thence S. 63° 07' E. 195.0 ft. along old road, thence S. 38° 15' E. 160.7 ft. along old road, thence S. 43° 24' E. 214.45 ft. along old road, thence S. 66° 50' E. 177.25 ft. along old road, thence S. 70° 50' E. 418.5 ft. to iron on south bank of old road, thence S. 71° 47' W. 358.84 ft. to old planted stone painted white, thence S. 72° 07' W. 185.14 ft. to iron and stonepile in centerline of powerline, thence S. 69°

09° W. 1819.58 ft. to iron in place, thence N. 51° 42' W. 320.65 ft. to iron in place, thence N. 29° 43' W. 594.73 ft. to iron in place, thence N. 46° 18' W. 287.60 ft. to iron 40 feet from centerline of Slate River, thence N. 65° 54' E. 68.71 ft. along centerline of Slate River, thence N. 51° 44' E. 325.4 ft. along centerline of said River, thence N. 8° 22' W. 208.4 ft. along centerline of River, thence N. 60° 19' W. 574.2 ft. along centerline of said River, thence N. 55° 27' W. 612.19 ft. along centerline of said River, thence N. 78° 52' W. 338.0 ft. along centerline of said River, thence N. 81° 27' W. 403 ft. along centerline of said River, thence N. 62° 13' W. 119.4 ft. along centerline of said River, thence N. 35° 59' W. 135.1 ft. along centerline of said River, thence N. 1° 30' W. 395.7 ft. along centerline of said River, thence N. 14° 07' E. 549.73 ft. along centerline of said River to the point of Beginning. Being more particularly described as to metes and bounds by a plat of survey made by Paul M. Saunders referred to above recorded in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 76 at page 205.

Parcel 2:

All that certain tract or parcel of land, lying and being in Marshall District of the County of Buckingham, State of Virginia, containing 84.9 acres, more or less, bounded on the north by lands now or formerly owned by the estate of A. Gertrude Williams, on the east by the land now or formerly of the Continental Can Co.; on the south by land now or formerly the said Continental Can Co., the land now or formerly of Geo. Newton's Estate and the land now or formerly of J.R. Parrish, and on the west by State River, and being the same land in all respects which was conveyed unto Kenneth L. Jones on the 5th day of November, 1952, by deed from John B. Boatwright, Special Commissioner, now of record in the Clerk's Office of Buckingham County, in Deed Book 55 at page 497, and more fully described as follows:

Beginning at an iron stake and rocks, thence S. 34° 45' W. 2833 feet along the old Diana Mills Road, and running with the Continental Can Co. land to a dead W.O. and iron, thence N. 48° 38' W. 1710 feet to Birch and iron at Slate River; running with the lands now or formerly of Geo. Newton's estate and the land now or formerly of J. R. Parrish; thence down Slate River N. 34° 30' E. 160 feet; thence with the River, N. 3° 30' W. 150 feet; thence, with the River N. 56° 30' W. 275 feet; thence, with the River, N. 28° 30' W. 450 feet, thence with the River, N. 16° E. 330 feet, thence with the River, N. 63° 30' E. 785 feet to iron on branch, and River Bank, and leaving the River, thence, up branch, S. 46° E. 247.5 feet to iron; thence, up branch, S. 29° 32' E. 594 feet to iron; thence, up branch S. 48° 45' E. 313.5 feet to corner iron on east bank of branch; thence leaving branch, and running with the line of property now or formerly owned by Williams, N. 69° E. 1844 feet to the point of BEGINNING at iron stake and rocks. According to plat and survey of Carroll Gillsple, S.B.C., surveyed, October 3, 1963, entitled "K.L. Jones, Gauldin Tract", a copy of which plat is recorded in Deed Book 71 at page 473.

TRACT NUMBER BK-901 (BOWMAN)

All that certain parcel or tract of land situate, lying and being in the Slate River Magisterial District of Buckingham County, State of Virginia, containing 587.2 acres, more or less, as shown on a survey dated October 24, 1979, prepared by William W. Dickerson, Jr., L.S., attached to and recorded with a deed dated November 30, 1979, from Hallie S. Bowman and Daniel Bowman, her husband, to Bear Island Paper Company, Virginia Limited Partnership. 1.5 acres of the said 587.2 acres is located on the eastern side of Slate River. Reference is made to the aforesaid survey for a more complete metes and bounds description of the property conveyed hereby.

LESS AND EXCEPT that certain parcel of land containing 11.0 acres, more or less, conveyed to John A. Mitchell and Bambi T. Mitchell by Deed recorded in Deed Book 169 at page 589.

LESS AND EXCEPT that certain parcel of land containing .5 acre, more or less, conveyed to Christopher D. Waldrop by Deed recorded in Deed Book 219 at page 834.

Tract Number BK-901 BEING the property conveyed to Bear Island Paper Company, L.P., a Virginia limited partnership, by

deed from Hallie S. and Daniel Bowman, recorded in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 153. Bear Island Paper Company, L.P. converted into and became Bear Island Timberlands Company, L.L.C., a Virginia limited liability company, effective December 1, 1997.

TRACT NUMBER CU-022 (R. L. PARRISH)

All of that certain tract or parcel of land with all appurtenances thereto belonging, lying, being and situate in the counties of Cumberland and Buckingham, State of Virginia, and described as follows:

Commencing at corner on Little Willis River and wire fence, thence along said wire fence on the line of property now or formerly owned by Irving Elam and Jim Elam N. 6 deg. 15 min. W. 6350 feet to pine on road, thence along the line of said property now or formerly owned by Irving Elam N. 20 deg. 15 min. W. 468 feet in farm road to a point, thence N. 26 deg. 30 min. W. 923 feet to post oak, thence N. 56 deg. 12 min. W. 500 feet to Public Road, thence N. 31 deg. 50 min. E. 600 feet to the property now or formerly owned by George Boume, thence along the line of said property S. 78 1/2 deg. E.

All those certain tracts or parcels of Buckingham County Tracts land situated, being and lying in Lunenburg County, Virginia, and more particularly described as follows:

TRACT I "BONDURANT".

That certain tract of land in Francisco District, Buckingham County, Virginia, known as the Boudurant Farm, containing 392 acres, more or less, conveyed to Piedmont Lumber Company by Elmer C. Yetter and wife, by deed dated October 6, 1919, recorded in the Buckingham County Circuit Court Clerk's Office in Deed Book 24, page 368, and being the same property which was conveyed as Parcel No. 4 by James T. Carter, et al, to R. S. Burruss by deed dated December 21, 1934, and of record in the Circuit Court Clerk's Office for Buckingham County in Deed Book 36, page 259, to which deed reference is made for a more particular description.

Tract I is also shown on a plat of survey made by William W. Dickerson entitled "369.71" Acres, Francisco District, Buckingham County dated March 27, 1998, which plat was recorded on February 16, 1999 in the Buckingham County Clerk's Office at Plat Cabinet A, Slide 93D, to which plat reference is here made for a further and more particular description of the property conveyed herein. This conveyance is by the boundary and not by the acre.

TRACT II "MAXEY-GARY".

PARCEL IIA. All those certain tracts or parcels of land situated, lying and being in Francisco District, Buckingham County, Virginia, containing 136 acres known as "Andersonville" consisting of 2 parcels, Parcel No. 1 containing 80 acres and Parcel No. 2 containing 56 acres, and being the same property which was conveyed to R. S. Burruss by Irene E. Gary, widow of C. A. Gary, by deed dated December 27, 1941, and of record in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 41, page 295; LESS AND EXCEPT that certain tract or parcel of land containing 3.44 acres, more or less; bounded on the north by the land now or formerly of Claude W. Anderson, on the west by the land now or formerly of Claude W. Anderson and Etta S. Anderson, and on the south and the east by the land of the R. S. Burruss estate, including a 30 foot right-of-way easement along the western-most boundary of the property known as the "Gary tract", running from the said 3.44 acres of land in a southern direction to the corner of the said Gary tract and the said tract now or formerly owned by Claude W. Anderson, formerly known as the Coleman tract. Being more particularly described as to metes and bounds by plat of survey made by Carroll Gillespie, C.L.S., S.B.C., dated February 23, 1966, and attached to a certain deed dated March 21, 1966, from R. S. Burruss, Jr. and Margaret B. Burruss, his wife, to Claude W. Anderson and Nancy D. Anderson, his wife, of record in the aforesaid Clerk's Office in Deed Book 75, page 336, to which deed reference is here made for a more particular description.

PARCEL IIB. That certain tract of land in Francisco District, containing 305 acres, more or less, conveyed to Piedmont Lumber Company, as 411 acres, by Elmer C. Yetter and wife, by deed dated October 6, 1919, recorded in the aforesaid Clerk's Office in Deed Book 24, page 368; LESS a portion thereof, 106 acres, heretofore conveyed by Piedmont Lumber Company to Wright. See also deed dated March 20, 1920, from Susie M. Powell and others to Piedmont Lumber Company recorded in said Clerk's Office in Deed Book 25, page 11, and deed dated December 22, 1921, from John B.

Boatwright, Special Commissioner, to said Piedmont Lumber Company, recorded in Deed Book 26, page 413, it being the same property conveyed as Parcel No. 5 in a certain deed dated December 21, 1934, from James T. Carter, et al, to R. S. Burruss and of record in the aforesaid Clerk's Office in Deed Book 36, page 259, to which deed reference is here made for a more particular description.

TRACT II contains 451.16 acres more or less as shown on a composite plat showing a total 454.6 acres which is entitled "Plat Represents an Aggregate Area of Four Hundred Fifty Four And 6/10 Acres ..." made by Carroll Gillispie, surveyed on Aug. 26, Aug. 28, and Sept 8, 1953, after less and excepting from said 454.6 acres the 3.44 acre parcel that is described herein in the description of Parcel IIA; said plat was recorded in the aforementioned Clerk's Office at Deed Book 240, page 530 on March 1, 1999.

TRACT III "HARVEY-GARNETT".

PARCEL IIIA. That certain tract or parcel of land situated in Francisco District, Buckingham County, Virginia, containing 114.1 acres, more or less, lying about 2 miles south of the old village of Enonville in said County, adjoining lands formerly known as the William J. Harvey tract but now owned by the R. S. Burruss, Jr. estate and being the same property which was conveyed by deed and assignment dated March 24, 1956, from Tina W. Garnett, et al, to R. S. Burruss, Jr., trading as R. S. Burruss Lumber Company and of record in the aforesaid Clerk's Office in Deed Book 59, page 550, to which deed reference is here made for a more particular description.

PARCEL IIIB. All that certain tract or parcel of land containing 29.7 acres, more or less, bounded on the north by the lands now or formerly owned by L. T. Smith, on the west by the lands now or formerly of Clifford and Clara Jackson, and on the south and east by lands formerly owned by Henry Garnett and more particularly shown marked in red on a plat of record in the aforesaid Clerk's Office in Deed Book 60, page 186; it being the same property which was conveyed by deed dated July 19, 1956, from G. M. Rogers, Special Commissioner, to R. S. Burruss, Jr. trading as R. S. Burruss Lumber Company of Lynchburg, Virginia, and of record in the aforesaid Clerk's Office in Deed Book 60, page 186, to which deed reference is here made for a more particular description.

PARCEL IIIC. That certain lot or parcel of ground situated, lying and being in Francisco District, containing 40.9 acres, more or less, as shown on a plat of record in the aforesaid Clerk's Office in Deed Book 59, page 549, and being that certain property which was quit-claimed by indenture dated December 22, 1955, between Tina W. Garnett, et al, and R. S. Burruss, Jr., trading as R. S. Burruss Lumber Co., and of record in the aforesaid Clerk's Office in Deed Book 59, page 548, R. S. Burruss having allegedly obtained said property as a part of the William Harvey tract by deed of record in the aforesaid Clerk's Office in Deed Book 36, page 259, to which deed reference is here made for a more particular description.

PARCEL IIID. That certain tract or parcel of land in Francisco District, containing 148 acres, more or less, and known as the Harvey tract, conveyed to Piedmont Lumber Company by Elmer C. Yetter and wife, by deed dated October 6, 1919, recorded in the aforesaid Clerk's Office in Deed Book 24, page 368, and conveyed as Parcel No. 6 in a certain deed dated December 21, 1934, by and between James T. Carter, et al, and R. S. Burruss of record in the aforesaid Clerk's Office in Deed Book 36, page 259.

TRACT III is conveyed together with that certain right of way and easement for ingress and egress granted to RSB Properties by Edward M. Zak by instrument dated February 25, 1999 of record in the aforementioned Clerk's Office at Deed Book 240, page 457.

Tract III aggregates approximately 312.83 acres as is shown upon a plat entitled "Plat of 312.83 Acres of Land Surveyed for RSB Properties", made by William W. Dickerson, Jr., Surveyor of Appomattox County, dated December 1, 1988, which

plat is of record in the Circuit Court Clerk's Office of Buckingham County at Plat Book 3, page 18; LESS AND EXCEPT that portion of property conveyed to the Commonwealth of Virginia by deed dated December 15, 1992, recorded March 4, 1993 in the aforementioned Clerk's office in Deed Book 183, Page 259, for the improvement and widening of State Rt. 640.

035 Rec Fee 1100
St. R. Tax 55621 44
Co. R. Tax 4212 40
Transfer
Clerk 48 50
Lib.(145) 1 50
T.T.F. 5 00
Grantor Tax
036 Proc. Fee 2000
Total \$ 54909 84

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

The foregoing instrument with acknowledgement was admitted to record on March 31 20 20 at 3:25 PM. in D.B. 469 Page(s) 919-977
Teste: JUSTIN D. MIDKIFF, CLERK
BY: Kara Kuehn, DEPUTY CLERK

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) April D. Smith 251-433-3234	
B. E-MAIL CONTACT AT FILER (optional) april.smith@arlaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Adams and Reese LLP P.O. Box 1348 Mobile, AL 36633 </div>	

FILED

File No. 2020-11
 Date 3-31-2020 Time 3:45 PM
 Circuit Court Clerk's Office
 Buckingham County, VA
 Justin D. Midkiff, Clerk

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BTG Pactual OEF Property 2, L.P.			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 1180 Peachtree Street, NE, Suite 1810		CITY Atlanta	STATE POSTAL CODE COUNTRY GA 30309 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Metlife Real Estate Lending LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 6750 Poplar Avenue, Suite 109		CITY Germantown	STATE POSTAL CODE COUNTRY TN 38138 USA

4. COLLATERAL: This financing statement covers the following collateral:

The assets and personal property, including fixtures, more particularly described on Schedule A attached hereto and made a part hereof, which relate to the real property more particularly described on Exhibit A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check only if applicable and check only one box: <input type="checkbox"/> Licensee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Lessor	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Lessor	
8. OPTIONAL FILER REFERENCE DATA: BTG(2020) Buckingham County, VA/Loan #200700	

202000212VA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

BTG Pactual OEF Property 2, L.P.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c.

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☒ covers timber to be cut

☒ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

The assets and personal property, including fixtures, more particularly described on Schedule A attached hereto and made a part hereof, which relate to the real property more particularly described on Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

Buckingham County, VA

SCHEDULE A

TO UCC-1 FINANCING STATEMENT

DEBTOR: BTG PACTUAL OEF PROPERTY 2, L.P.

SECURED PARTY: METLIFE REAL ESTATE LENDING LLC

The types of property and interests covered by this UCC-1 Financing Statement (the "**Financing Statement**") includes the following (any capitalized terms used in this Schedule A and not defined herein or specifically defined according to the Loan Agreement among Debtor, Secured Party and Others, as may be amended, revised, supplemented or restated (the "**Loan Agreement**") shall have the meaning assigned to them in that certain Pledge and Security Agreement among Debtor, Secured Party and Others, as may be amended, revised, supplemented or restated (the "**Pledge Agreement**")):

- (i) The Premises, as more particularly description on Exhibit A, including, without limitation, all Timber and Biomass thereon or derived therefrom;
- (ii) All water and water rights, located on or related to the Premises;
- (iii) All timber sale agreements, timber purchase agreements, timber deeds, or stumpage agreements and any other agreement, however denominated, pursuant to which any Debtor has agreed to sell, purchase or harvest any standing or severed Timber from the Premises;
- (iv) All goods and inventory owned by Debtor that are located on the Premises, including, without limitation, all Timber severed from the Premises;
- (v) All permits, licenses, approvals, contracts and other agreements required for operation of the Premises;
- (vi) All nursery operations, seedlings, growing stock and all buildings, improvements and equipment and all other property related to nursery operations or replanting and reforestation of the Premises owned by Debtor;
- (vii) All licenses and leases by or on behalf of any Debtor of the Premises or any rights related thereto and all rents therefrom, including, without limitation, rents and profits from farm leases and recreation and hunting license and lease revenue;
- (viii) All royalties, profits, fees, farm products, revenue and income of any kind or manner whatsoever arising from or related to the Premises including, without limitation, from Timber Contracts, timber sale agreements, option agreements and land sale agreements;
- (ix) All accounts, general intangibles, patents, trade names, trademarks, chattel paper, documents and instruments owned by Debtor and used in the operations of the Premises;
- (x) All accounts, money or funds required to be pledged by Debtor to the Secured Party pursuant to the Loan Documents;
- (xi) All farm products, crops, Biomass and other organic products now or hereafter growing, standing or lying on, or to be grown, harvested from, pertaining to and located

on, the Premises and owned by Debtor, including, without limitation, goods, inventory and proceeds thereof, and all products and by-products of any agricultural operations conducted or to be conducted on the Premises and all proceeds, accounts and general intangibles resulting from the sale of such agricultural products to the extent owned by Debtor;

(xii) All right, title and interest in and to any credits, claims, rights or benefits arising from or related to the absorption of carbon dioxide by the trees and other organic plants growing on the Premises, including, without limitation, carbon sequestration, carbon credits, carbon financial instruments or any other benefit by any other name or description, financial or otherwise related to the control or reduction of greenhouse gases, carbon dioxide or any other form of air or atmospheric quality incentives, whether created or sponsored through legislation of any government, industry arrangements, barter, private market or otherwise;

(xiii) All oil, gas and mineral rights and profits pertaining to the Premises; and

(xiv) All proceeds of all of the foregoing;

(xv) All Property as may be defined in, or set forth in, the Mortgages and all Property (as defined in the Loan Agreement) now or hereafter arising from, installed on, affixed to or placed upon the Premises, whether now owned or hereafter acquired and all replacements, additions and substitutions made thereto;

(xvi) All UCC Collateral and Code Collateral as each may be defined in, or set forth in, the Mortgages;

provided, that the Collateral shall not include any Excluded Property.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[See attached]

EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

All of those certain lots or parcels of land, together with all improvements located thereon, situate and lying in the Counties of Buckingham, Cumberland, Dinwiddie, Lunenburg, and Powhatan, Virginia, and being more particularly described as follows:

PARCEL A (201900454VA)

TRACT NUMBER BK-002 (WHARAM)

All that certain tract or parcel of land containing 42 acres, more or less, in Marshall Magisterial District of Buckingham County, Virginia, adjoining the lands now or formerly owned by Milton Bransford on the north and south, the lands now or formerly owned by J. B. Wood on the west, and the lands now or formerly owned by Frank Wheeler on the east, and being particularly described by a plat made by Carroll Gillispie, C.L.S., on June 3, 1952, which plat describes this tract as containing 49.51 acres, more or less.

TRACT NUMBER BK-003 (NOBLE)

All that certain tract of land in Slate River District of Buckingham County, Virginia, containing Two Hundred and Thirty (230) acres, more or less, known as the "Agee Tract", adjoining the land now or formerly owned by Silas Bryant, Andrew Miller, Neal Bros., Boyd Banks, Sidney Jones, Archer Wooldridge, Mrs. Frank Thomas, Charles Newton, William Brown et als and lying on the Virginia Mills Road and being the same property shown by a plat attached to a deed dated July 2, 1951, from John W. Noble et als to F. I. Lesueur.

TRACT NUMBER BK-004 (SNODDY)

All of that certain tract or parcel of land lying, being and situate in Marshall District, Buckingham County, Virginia, on the Slate River, bounded on the west by the Slate River, on the north by the land now or formerly owned by Fountain, on the east by the land now or formerly owned by John Jones and on the south by the County Road, and containing one hundred and fifteen (115) acres, more or less; a plat of the said property being recorded in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 24 at page 152.

LESS AND EXCEPT that certain parcel of land containing 1.41 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated May 26, 1971, recorded July 20, 1971 in the Clerk's Office, Circuit Court, Buckingham County, Virginia in Deed Book 84 at page 476.

LESS AND EXCEPT that certain parcel of land containing 2.37 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia in Deed Book 116 at page 347.

TRACT NUMBER BK-006 (BRYANT)

All of that certain tract of land in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and ninety-nine (199) acres, more or less, adjoining the lands now or formerly owned by Philip Jones, the lands now or formerly comprising the Charles Davis estate, the lands now or formerly owned by M. E. Nicholas, William Farley's estate and others and further described by the courses and distances of a plat and survey with the deed from Etta F. Caldwell et al to the Federal Land Bank, recorded in Deed Book 23 at page 21 et seq. reference to which is hereby made.

TRACT NUMBER BK-007 (HARVEY)

All of that certain tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and seventy (170) acres, more or less, bounded on the north by the lands now or formerly known as the Gregory Tract, Sidney Jones, and the Wooldridge Tract, on the east by a branch and the lands now or formerly owned by Paul Noble, on the south by the lands now or formerly owned by Crews and others, and on the west by the lands now or formerly owned by Crews, and being more fully described by a plat thereof made by Emmett D. Gillispie, S.B.C., in July, 1951 and recorded in The Buckingham County Clerks Office in Deed Book 53 at Page 590; however, a four (4) acre piece at the northeast tip of said plat is not included in the 170 acres hereby conveyed.

TRACT NUMBER BK-008 (EMERSON)

All of that certain parcel of land in Marshall District of Buckingham County, Virginia, containing 166 1/4 acres, more or less, lying on Phelps Creek and adjoining the lands now or formerly owned by E. A. Goodman estate; the lands now or formerly owned by Perkins Glover estate, the lands now or formerly owned by W. H. Baber and others, and fully described by the metes and bounds of a plat thereof, of record in Deed Book 36 at page 518 made by J. Stanley Reynolds in August, 1879, the lot hereby conveyed being Lot #2, of the said plat.

TRACT NUMBER BK-010 (MCCLANAHAN)

Parcel 1:

All of that certain parcel or tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and ten (110) acres, more or less, bounded on the north and northwest by the Virginia Mill Road, the lands now or formerly of the estate of the late W. R. Taggart and the lands now or formerly of the estate of the late Martha Ford, on the west by the lands now or formerly of M. E. Nicholas, on the south by the lands now or formerly of Richard Bryant, and on the east by the lands now or formerly of George Harris, formerly owned by one Jones; and being particularly described by a plat made by Emmett D. Gillispie, S.B.C., in December of 1951, which plat is attached and made a part of the deed recorded in Deed Book 54 at page 197.

Parcel 2:

All of that certain parcel or tract of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing one hundred and eight (108) acres, more or less; and being in all respects the same lands conveyed unto the LeRoy E. White and W. A. McClanahan by Myrtle Maude Cobb, widow, by deed dated December 4, 1951 and recorded in the Buckingham County Clerk's office in Deed Book 54 at page 114.

LESS AND EXCEPT for eight acres of the 116 acre tract, conveyed by the above mentioned deed, which eight acres which are not hereby conveyed are shown by a plat made by Emmett D. Gillispie, S.B.C., in December 1951, which plat is attached and made a part of the deed recorded in Deed Book 54 at page 196; reference is hereby made to the above mentioned deed and plat for a more complete description of the lands hereby conveyed and the lands excepted and reserved as hereinabove stated.

LESS AND EXCEPT that portion of property conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 328 at page 300.

TRACT NUMBER BIB-015 (R. B. JONES)

All of that certain tract or parcel of land lying in Marshall Magisterial District of Buckingham County, Virginia, containing one hundred (100) acres, more or less, bounded on the north by the lands now or formerly owned by Yancey, on the east by

other lands now or formerly owned by Berkley Jones, on the south by the lands now or formerly known as the Old White Tract, and on the west by the lands now or formerly owned by Pankey and Neal Brown, and being particularly and completely described by a plat made by Carroll Gillispie, C.L.S., on March 31, 1952, which plat is attached and made a part of the deed recorded in Deed Book 55 at page 272.

TRACT NUMBER BK-032 (W. A. ELAM)

All of that certain tract or parcel of land lying and being about three miles east of Curdsville, lying partly in Curdsville Magisterial District of Buckingham County, Virginia, and partly in Randolph Magisterial District of Cumberland County, Virginia, containing Eighty-one and eight-tenths (81.8) acres, more or less, beginning at a planted stone on old roadbed at the southwest corner of the tract of land hereby conveyed and which is a common corner with the property now or formerly owned by Irving Elam Estate, thence N. 11° 40' E 1547 feet along other property now or formerly owned by W. A. Elam, to a planted stone; thence N. 35° 15' W. 599 feet to planted stone; thence N. 24° 06' E. 474.4 feet; thence N. 28° W. 202 feet to an 8 inch willow oak tree; thence N. 65° 38' W. 445.5 feet; thence N. 30° 40' E. 1248 feet to a 10 inch post oak tree on the property line of such Irving Elam Estate; thence N. 84° 15' E. 347 feet to a 10 inch pine tree; thence N. 52° 40' E. 224 feet to a planted stone on property now or formerly owned by Continental Can Company, Inc.; thence S. 29° 48' E. 220 feet to a 12" pine tree; thence S. 25° 12' E. 441 feet to a 15" pine tree on south bank of private road; thence S. 12° E. 724 feet to an angle in fence; thence S. 10° 15' E. 2295 feet to another angle in fence; thence S. 5° 15' E. 683 feet to stake and rocks in fence corner on the property line of such Irving Elam Estate; thence along the such Irving Elam Estate property line N. 86° 30' W. 343 feet, thence S. 88° 10' W. 311 feet to old roadbed and thence N. 88° 55' W. 521 feet along center of old roadbed to a planted stone at the point of the beginning, the above courses and distances having been taken from a plat of the real estate hereby conveyed, made by R. C. Dodl, C.E., dated November 2, 1954, a copy of which is attached to and recorded with the deed recorded in Deed Book 58 at page 40.

TRACT NUMBER BK-033 (BEDFORD-HARRISON)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at "A" a poplar on the southwestern side of Slate River about 47 feet from the River corner to land formerly belonging to J. W. Snoddy; thence S. 50 degrees 45 minutes W. 2524 feet to a small white oak and hickory; thence S. 34 degrees 31 minutes W. 1857 feet to a large white oak stump and iron; thence S. 50 degrees 15 minutes W. 1292 feet to a Spanish oak stump and iron, 6 feet S. 7 degrees west of a beech; thence S. 24 degrees 30 minutes W. 617 feet to a double white oak; thence S. 49 degrees W. 297 feet to a white oak; thence S. 23 degrees 45 minutes W. 622 feet to a corner in road; thence S. 15 degrees 16 minutes E. 332 feet to a point ("B"); thence S. 62 degrees W. 303 feet to three dogwoods; thence N. 63 degrees 15 minutes W. 660 feet to a stake between oak and hickory; thence S. 44 degrees 45 minutes W. 990 feet to small red oak white oak pointers; thence N. 35 degrees W. 1284 feet to a walnut; thence S. 89 degrees 45 minutes W. 1534 feet to an ash near the eastern bank of Slate River; thence along said River N. 46 degrees 15 minutes E. 461 feet N. 24 degrees E. 400 feet N. 44 degrees W. 600 feet N. 18 degrees E. 1200 feet N. 23 degrees W. 100 feet N. 38 degrees W. 251 feet N. 79 degrees 30 minutes W. 780 feet N. 63 degrees W. 661 feet N. 500 feet N. 39 degrees E. 200 feet N. 69 degrees E. 200 feet N. 80 degrees E. 751 feet E. 1000 feet N. 85 degrees E. 200 feet N. 55 degrees E. 2000 feet N. 75 degrees E. 1300 feet N. 55 degrees E. 500 feet N. 75 degrees E. 1650 feet E. 400 feet S. 73 degrees E. 1000 feet S. 45 degrees E. 1156 feet to the place of beginning and containing 713.6 acres according to a plat and survey made by Edward S. Coles, C. E., December, 1936, attached to a certain deed from Lillie A. Harrison, widow, to Bedford Timber and Land Corporation, dated December 22, 1936, and recorded in said Clerk's office in Deed Book 37 at page 614 except the line from "A" to "B" above which was re-surveyed by Carroll Gillispie, C. L. S., March 30, 1954.

TRACT NUMBER BK-034 (BEDFORD-BERRY)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at a white oak on Diana Mills Road (Rt. 671) corner to lands now or formerly belonging to estate of William Williams and surrounded by the lands of said estate; thence S. 13 degrees 45 minutes E. 2182 feet to a stake; thence N. 42 degrees 20 minutes E. 2042 feet to a rock pile on said road; thence along said road and crossing same N. 72 degrees W. 1995 feet to the place of beginning and containing 42.6 acres, more or less, according to a plat and survey of the same made by J. G. Trent, Civil Engineer dated December 10, 1923, and attached to and made a part of a certain deed bearing date March 20, 1930, of record in said Clerk's Office in Deed Book 33 at page 269, by and between F. H. Spencer, et als, and J. I. Berry.

TRACT NUMBER BK-035 (BEDFORD-JONES)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an old gate corner to lands now or formerly owned by P. W. Lightfoot and J. R. and E. R. Williams; thence along old road as it meanders S. 59 1/2 degrees W. 4.20 chains S. 47 1/2 degrees W. 4.05 chains S. 64 1/2 degrees W. 2.36 chains N. 73 degrees W. 3.70 chains S. 57 1/2 degrees W. 5.80 chains N. 68 1/2 degrees W. 8.20 chains N. 57 degrees W. 3.15 chains N. 70 1/2 degrees W. 3.20 chains N. 75 degrees W. 3.20 chains N. 81 1/2 degrees W. 4.54 chains N. 77 degrees W. 15.30 chains N. 75 degrees W. 8.49 chains N. 86 degrees W. 1.78 chains to corner with lands now or formerly owned by Imboden; thence leaving said road N. 42 degrees 30 minutes E. 15.11 chains to a stone; thence S. 83 degrees 30 minutes E. 25.40 chains to a white oak; thence N. 10 degrees E. 23.20 chains to a wild cherry in corner fence; thence due east 13 chains to rocky creek; thence due east 10.20 chains to a black oak; thence S. 3 degrees W. 27.43 chains to the place of beginning and containing 136 acres and 83 poles, more or less, according to a plat and survey thereof made by H. J. Nicholas, C. E., dated March 7, 1898, attached to a certain deed by and between Jennie S. Jones, et vir, and Bedford Pulp and Paper Company, Inc. of record in said Clerk's Office in Deed Book 23 at page 491.

TRACT NUMBER BK-040 (BEDFORD-HUBBARD)

All that certain tract or parcel of land lying and being in Buckingham County, Virginia, and more particularly described by metes and bounds as follows, to-wit:

Beginning at a beech near an old dam in the center of Whispering Creek, corner to lands now or formerly owned by Lesueur; thence down Whispering Creek as it meanders 332 poles along the line of lands now or formerly owned by R. T. Hubard to the corner of lands now or formerly owned by E. P. Shepard; thence leaving said Creek, S. 92 degrees W. 54 poles to a point; thence N. 58 degrees W. 46 2/3 poles to a point in Cairra Road; thence along old Cairra Road, the lands now or formerly owned by the estate of Col. E. W. Hubard, in a westerly direction 77 poles to a point; thence leaving said Road N. 16 E. 16 poles to a point, N. 36 poles to a point; N. 26 E. 6 1/2 poles to a point in the road to Farmville; thence N. 74 degrees W. 13 poles to a point, S. 55 W. 25 1/2 poles to a point, S. 23 W. 48 poles to a point in old Cairra Road; thence along said road in a westerly direction 57 1/2 poles to a corner on such Lesueur line; thence along his line N. 7 degrees E. 194 poles to the place of beginning and containing 211 1/2 acres, more or less, according to a plat and survey of the same made by Paul McRae, County Surveyor of Cumberland County, April 1913; which was attached to a certain deed bearing date December 30, 1922, from Bolling H. Terrell, et vir, to J. W. Catlett of record in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 28 at page 235.

LESS AND EXCEPT that certain parcel of land containing 2.90 acres, more or less, conveyance made to the

Commonwealth of Virginia by deed dated January 15, 1965, recorded May 25, 1965 in the Clerk's Office, Circuit Court, Buckingham County, Virginia in Deed Book 74 at page 15.

LESS AND EXCEPT that certain parcel of land containing 0.72 acres, more or less, conveyed to the County of Buckingham by deed dated March 10, 1976, recorded May 13, 1976 in the Clerk's Office, Circuit Court, Buckingham County, Virginia in Deed Book 100 at page 591.

LESS AND EXCEPT that certain parcel of land containing 107.12 acres, more or less, conveyed to Ryanite Mining Corporation by Deed recorded in Deed Book 184 at page 613.

TRACT NUMBER BK-044 (BEDFORD-PUTNEY)

All that certain tract or parcel of land known as the Putney tract situate in Marshall Magisterial District, Buckingham County, Virginia, and described by metes and bounds as follows:

Beginning at point in the center of Diana Mills Road at intersection of private road, corner to the lands now or formerly owned by James Clark; thence along Diana Mills Road, N. 67 degrees W. 358 feet N. 65 degrees W. 245 feet N. 23 degrees W. 423 feet near stone; thence leaving said road N. 27 degrees 30 minutes E. 1600 feet to a point in Penland Road; thence N. 34 degrees E. 1335 feet to a point; thence S. 42 degrees E. 154 feet to a point in a road; thence along said road N. 35 degrees 30 minutes E. 510 feet N. 22 degrees E. 555 feet to a point near White oak; thence leaving said road S. 62 degrees 30 minutes E. 942 feet S. 40 degrees E. 400 feet E. 200 feet N. 79 degrees 30 minutes E. 1090 feet N. 83 degrees E. 1350 feet to a dogwood near a creek; thence S. 45 degrees 45 minutes W. 4890 feet to three poplars; thence S. 31 degrees 30 minutes W. 677 feet to rocks; thence S. 5 degrees 30 minutes W. 765 feet to a stake; thence S. 68 degrees W. 290 feet to a point in said Diana Mills Road; thence along said road N. 13 degrees W. 150 feet N. 22 degrees W. 504 feet N. 41 degrees W. 780 feet to the place of beginning, and containing 263 acres, more or less, according to a plat and survey thereof made by J. G. Trent, Civil Engineer, April 1923, which was attached to the deed to Bedford Timber and Land Corporation; together with other land, if any, conveyed to said Bedford Timber and Land Corporation by deed from Mary S. Putney, et al, dated April 18, 1923, of record in said Clerk's Office in Deed Book 28 at page 144.

LESS AND EXCEPT that certain parcel of land containing 2.10 acres, more or less, conveyed to the Commonwealth of Virginia, by deed dated June 12, 1970, recorded August 20, 1970 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 82 at page 594.

LESS AND EXCEPT that certain parcel of land containing 0.50 acres, more or less, conveyed to the Commonwealth of Virginia, by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 347.

LESS AND EXCEPT that certain parcel of land containing 4.34 acres, more or less, conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 168 at page 606.

TRACT NUMBER BK-045 (BEDFORD-PETTIT)

All that certain tract or parcel of land known as the Pettit tract, situate in Marshall Magisterial District, Buckingham County, Virginia, and described by metes and bounds as follows:

Beginning at a corner stake on the east side of a road, corner to lands now or formerly belonging to R. B. Layne and Waverly Chambers and the land herein conveyed; thence with the lands now or formerly owned by the said Chambers and

the lands now or formerly belonging to John Jones and B. W. Snoddy, S. 56 degrees W. 1312 feet to a cherry, S. 47 degrees W. 249 feet to a stake; S. 51 degrees W. 162 feet to a redbud, S. 65 degrees W. 668 feet to a burnt oak stump, S. 58 1/2 degrees W. 243 feet to a dogwood, S. 52 3/4 degrees W. 130 feet to oak stump and chestnut pointers; thence N. 44 degrees W. crossing roads 3105 feet to the center of Slate River; thence down the said River N. 47 1/2 degrees E. 396 feet N. 6 degrees E. 312 feet, N. 18 1/2 degrees W. 312 feet N. 44 1/4 degrees W. 222 feet, N. 47 3/4 degrees W. 268 feet, N. 59 1/2 degrees W. 120 feet, S. 87 degrees W. 235 feet, S. 76 degrees W. 144 feet, N. 87 degrees W. 124 feet to a point in said River; thence N. 2 degrees E. 30 feet to an ash; thence N. 60 degrees E. 759 feet to a hickory, N. 24 1/4 degrees E. 1080 feet to a stake and pine and chestnut pointers; thence N. 85 degrees E. along an old hedge 1058 1/2 feet to a walnut; thence with the lands now or formerly belonging to Harrison and Benjamin Woolridge, S. 38 degrees E. along an old hedge, 1287 feet to a small red oak; thence N. 40 degrees E. 990 feet to oak and hickory pointers; thence S. 69 degrees E. 660 feet to three dogwoods; thence N. 52 1/2 degrees E. 509 feet to a stake on the east side of the road, which is 25 feet southwesterly from two hickories; thence with the lands now or formerly belonging to the said R. B. Layne S. 10 degrees E. 3282 feet to the place of beginning and containing 361 1/2 acres, according to a plat and survey of the same made March 22, 23, 1921, by William Bagbee, Surveyor, which is attached and made a part of the deed recorded in Deed Book 58 at page 156.

TRACT NUMBER BK-046 (CATLETT-FORD)

All of that certain tract or parcel of land, lying being and situate in Marshall Magisterial District, Buckingham County, Virginia, formerly known as the "Thomas H. Ford Estate", containing three hundred and eighty (380) acres, more or less, and being more particularly described by the metes and bounds of a plat thereof made by Carroll Gillispie, C.L.S., S.B.C. on November 30, December 1 and 31, 1954, which said plat has been recorded in the office of the Clerk of the Circuit Court of Buckingham County, Virginia, in Deed Book 58 at page 114; the said property is bounded on the north by Slate River; on the west by the property now or formerly of Bedford Timber and Land Corporation, formerly the Harrison Tract; on the south by the property now or formerly owned by James Williams and the property now or formerly of Bedford Timber and Land Corporation, formerly known as the Jones Tract; and on the east by the aforesaid Jones Tract of Bedford Timber and Land Corporation and the property now or formerly owned by Burruss Land and Lumber Company and H. M. Duval, to which said plat reference is here made for a more particular description of the lands hereby conveyed.

TRACT NUMBER BK-048 (AMOS)

All of that certain tract or parcel of land, situated in Marshall Magisterial District, Buckingham County, Virginia, containing ninety-one and sixty-two hundredths (91.62) acres, more or less, bounded on the north by State Road No. 671, known as the Diana Mills Road, and the lands now or formerly of Banks and Charles Logan; on the east by the lands now or formerly of the Bedford Timber and Land Corporation and State Road No. 677; on the south by an old road and the lands now or formerly of Emmaline Washington, Goin, Jas. Clarke and Bransford; and on the west by the lands now or formerly of the David Ford Estate and Charles Logan; being more particularly described by a plat of survey thereof made by Carroll Gillispie, C. L. S., on September 13th and November 1st, 1952, which said plat is of record in the office of the Clerk of the Circuit Court of Buckingham County, in Deed 56 at page 428.

LESS AND EXCEPT that certain parcel of land containing 0.22 acre, more or less, conveyed to the Commonwealth of Virginia by deed dated October 5, 1979, recorded January 15, 1980 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 347.

TRACT NUMBER BK-048 (MCCLANAHAN)

Parcel 1:

All of that certain tract or parcel of land lying and being in Marshall Magisterial District of Buckingham County, Virginia, containing eighty-eight and one-third (88-1/3) acres, more or less, formerly owned by John W. Snoddy, deceased, and adjoining the lands now or formerly owned by Thomas Snoddy, James Gaulden and Fletcher Snoddy.

Parcel 2:

All of that certain tract or parcel of land lying and being in Marshall Magisterial District, Buckingham County, Virginia, containing forty-eight and one-half (48-1/2) acres, more or less, adjoining the lands now or formerly of Fannie Nuckols, James Gaulden, Thomas Williams and Dave Ford.

Parcel 3:

ALL of that certain tract or parcel of land lying and being in Marshall Magisterial District of Buckingham County, Virginia, containing two hundred and one and one-half (201-1/2) acres, more or less, adjoining the lands now or formerly of Moses A. Ford, M. M. Bransford, Mrs. F. A. Nuckols, N. E. Spessard, Mrs. Annie A. Nuckols, Trent Stanton, Robert Johnson, James Clark and others and described by metes and bounds on a certain plat thereof made by I. G. Trent, C.S.B., dated January 31 and February 1, 1924 and recorded in the aforesaid Clerk's Office in Deed Book 39 at Page 542.

LESS AND EXCEPT that certain parcel of land containing .58 acre, more or less, conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 178 at page 839.

TRACT NUMBER BK-053 (HAMILL-BULLOCK)

All that certain tract or parcel of land lying, being and situate in Marshall Magisterial District, Buckingham County, Virginia, containing seventy-four (74) acres, more or less, and described by metes and bounds on a certain plat thereof made by Carroll Gillispie, C. L. S., dated August 13, 1955, and attached to and made a part of the deed in Deed Book 59 at page 198.

TRACT NUMBER BK-056 (O. B. GREGORY)

All of that certain tract or parcel of land lying in Slate River Magisterial District of Buckingham County, Virginia, containing twenty-four (24) acres, more or less, bounded on the north by other lands now or formerly of O. B. Gregory, on the east and south by the lands now or formerly of the Continental Can Company, Inc., and on the southwest by the Virginia Mills Road, and being completely and particularly described by a plat made by H. B. Nicholas, C. E., in 1902, a copy of which plat is attached to and made a part of the deed in Deed Book 59 at page 473.

TRACT NUMBER BK-058 (WILEY J. TRENT)

All of that certain tract or parcel of land lying in Curdsville Magisterial District of Buckingham County, Virginia, containing one hundred (100) acres, more or less, lying on Whispering Creek and the road from "Saratoga" to Cairn, bounded on the north by the lands formerly owned by E. W. Hubbard, Jr., on the east by lands formerly owned by W. I. Hubbard, on the south and west by lands formerly owned by E. W. Hubbard, Sr. and E. W. Hubbard, Jr., and being fully described by a plat made by I. H. Robertson, C. E., on November 19, 1919 which is recorded in the Buckingham County Clerk's Office in Deed Book 24 at Page 366.

The acreage conveyed is shown to be 122.0 acres, more or less, on the plat made by Carroll Gillispie on March 31, 1958, and April 9, 1956, which plat is recorded in the Buckingham County Clerk's Office in Deed Book 171 at Page 263.

Together with a non-exclusive easement of right of way of an unspecified width as more particularly described in that certain deed by and between W. J. Hubard and Carrie S. Hubard, his wife, and R. 1. Allison, dated November 24, 1919, recorded December 1, 1919, in the Clerk's Office, Circuit Court, County of Buckingham, Virginia, in Deed Book 24 at page 365.

TRACT NUMBER BK-062 (W. A. ELAM #2)

All of that certain tract or parcel of land containing Sixteen and Fifty-three (16.53) acres, more or less, lying and being in Curdsville Magisterial District of Buckingham County, Virginia, and located about three miles east of Curdsville in said County, beginning at an iron stake and rocks at the southeast corner of the tract of land hereby conveyed in the middle of an old roadbed and on the property line of other property now or formerly owned by Continental Timber Lands Corporation, thence N. 88° 55' W. 427 feet along the center of an old roadbed to an iron stake on the east bank of ditch on the property line now or formerly of Maggie A. Elam; thence N. 4° 15' W. 1232 feet to a planted stone on other property now or formerly owned by W. A. Elam; thence continuing along the property line now or formerly owned by W. A. Elam, N. 72° 30' E. 585 feet to a stake and rocks; thence S. 11° 10' W. 615 feet to a stake; thence S. 80° E. 74 feet to a stake; thence N. 31° 30' E. 500 feet to a stake on the property line now or formerly owned by Continental Timber Lands Corporation; thence continuing along the property line now or formerly owned by Continental Timber Lands Corporation, S. 11° 40' W. 1248 feet to an iron stake and rocks in the middle of an old roadbed at the point of the beginning, the above courses and distances having been taken from a plat made by R. C. Dodl, C.E., dated June 1, 1956 of the real estate hereby conveyed, which is attached to and recorded with the deed in Deed Book 60 at page 174.

TRACT NUMBER BK-065 (TRENTHAM)

All of that certain parcel or tract of real estate lying and being in Curdsville Magisterial District, County of Buckingham, State of Virginia, containing 92.5 acres, more or less, as shown on a plat made by Carroll Gillisple, C.L.S., dated May 26, 1956, which is attached and recorded with the deed in Deed Book 60 at page 171, and described in the said plat as follows:

Beginning at a point on Route #623 at the northwestern corner of land now or formerly owned by Aubrey Holeman, thence S. 86 deg. 30' E. 446 feet to rocks at (A); thence S. 11 deg. 35' W. 288 feet to a point; thence N. 64 deg. 23' W. 18.7 feet to a point; thence S. 11 deg. 35' W. 201 feet to a branch; thence up the branch as it meanders S. 76 deg. 30' E. 300 feet and S. 43 deg. E. 145 feet to a point; thence S. 48 deg. 30' W. 255 feet; thence S. 54 deg. 15' E. 639 feet to a dogwood; thence S. 30 deg. E. 420 feet to a pine; thence S. 56 deg. 21' W. 353 feet to a rock pile; thence S. 44 deg. 51' W. 388 feet to a branch; thence up the branch as it meanders S. 63 deg. 11' E. 678 feet to a point on the edge of the branch; thence S. 21 deg. 49' W. 495 feet to a stake; thence S. 15 deg. 19' W. 330 feet to a wire fence; thence along the wire fence and chopt line N. 87 deg. 15' E. 1379 feet; thence along Whispering Creek line as it meanders N. 11 deg. E. 1000 feet and N. 6 deg. 30' W. 800 feet to an iron stake; thence N. 73 deg. 30' W. 610 feet to a cedar stake; thence N. 9 deg. 30' W. 462 feet to lightwood stake in old road; and thence along the Old Cairn Road N. 56 deg. 15' W. 770 feet, N. 60 deg. W. 155 feet, N. 77 deg. W. 208 feet and N. 86 deg. 30' W. 860 feet to a point in the State Highway No. 623; and thence along Route # 623 S. 12 deg. W. 12 feet to the point of beginning.

Together with a non-exclusive easement 36' in width extending across certain property to Route 623 as more particularly described in that certain Deed of Easement by and between David H. Trentham and Frances H. Trentham, and Continental Hopewell Woodlands, Inc., dated June 19, 1984, recorded July 13, 1984, in the Clerk's Office, Circuit Court of Buckingham County, Virginia, in Deed Book 133 at page 43.

TRACT NUMBER BK-077 (DECKER BANTON)

All of that certain tract or parcel of land situated in Curdsville Magisterial District of Buckingham County, State of Virginia, containing one hundred and seventy and one-tenth (170.1) acres, more or less, bounded on the north by Willis River, on the east by the lands now or formerly of Toby or Stovie Patterson and State Road #600, on the south by other lands now or formerly of the said Decker Banton and on the west by other lands now or formerly of the said Decker Banton and the lands now or formerly of T. H. Allen, being more particularly described by the metes and bounds of a plat of survey thereof made by T. W. Saunders, S.N.C., in April, 1957, which said plat is attached to and made a part of the deed in Deed Book 61 at page 309.

LESS AND EXCEPT that, certain parcel of land containing 0.87 acre, more or less, conveyed to the Commonwealth of Virginia by deed dated June 6, 1961, recorded July 18, 1961 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 67 at page 241.

TRACT NUMBER BK-082 (THOMAS M. BROOKS)

All that certain tract or parcel of land, lying, being and situate in Buckingham County, Virginia, containing 349.0 acres, more or less, and described as follows according to plat entitled "Continental Can Co., Inc., Thos. M. Brooks Tract No. 34-82, State: Virginia, County: Buckingham, District: Marshall", a copy of which said plat is attached and made a part of the deed recorded in Deed Book 64 at page 352.

Beginning at an iron, center line of an old road, in the western boundary of the property hereby conveyed; corner with property now or formerly of John H. Lee Estate and Mrs. E. S. Coles; thence N. 18° 30' E. 595 feet to an iron; thence N. 45° 05' E. 660 feet to an iron; thence N. 58° 05' E. 792 feet to an iron; thence S. 56° 05' E. 759 feet to an iron; thence S. 5° 00' W. 1852 feet to an iron; thence S. 86° 50' E. 1257 feet to an iron; thence S. 86° 50' E. 867 feet to a point; thence N. 51° E. 303 feet to a point; thence S. 68° 25' E. 4011 feet to a point; thence S. 34-1/2° W. 1013 feet to a stone on west road bank; thence S. 75-1/2° W. 687 feet to an iron; thence S. 71-1/2° W. 400 feet to an iron; thence S. 73-7/8° W. 950 feet to an iron; thence S. 70-3/4° W. 200 feet to a point; thence S. 75-7/8° W. 600 feet to a point; thence S. 75-3/4° W. 300 feet to a point; thence S. 73-1/2° W. 395 feet to an iron; thence N. 12-1/4° W. 495 feet to a point; thence N. 14-1/2° W. 426 feet to a point; thence N. 15° W. 441 feet to a poplar; thence N. 14-3/4° W. 341 feet to the center line of Randolph Creek; thence along center line of said Creek in the following courses and distances: N. 67-3/4° W. 47 feet; N. 1-1/2° E. 66 feet; N. 44° W. 102 feet; N. 87-1/4° W. 85 feet; S. 45-1/4° W. 165 feet; S. 55-1/4° W. 139 feet; S. 49-1/2° W. 158 feet; S. 52-1/4° W. 539 feet; S. 42-1/4° W. 144 feet; S. 60° W. 279 feet; S. 48-1/4° W. 137 feet; N. 89-1/2° W. 152 feet; N. 57-3/4° W. 105 feet; N. 48° W. 135 feet; N. 57-3/4° W. 317 feet in center line of said creek; thence N. 20-1/2° E. 28 feet to an iron on north bank of said creek; thence N. 25° E. 116 feet to a point in center line of Old Road; thence along center line of said old road in the following courses and distances: N. 17-3/4° E. 100 feet; N. 13-3/4° E. 100 feet to an iron; N. 12-3/4° W. 161 feet; N. 60° W. 100 feet; N. 17° W. 214 feet; N. 22-1/2° W. 124 feet; N. 35-3/4° W. 150 feet; N. 35-1/4° W. 100 feet; N. 27-3/8° W. 100 feet; N. 38-1/8° W. 200 feet to an iron; N. 37-5/8° W. 92.5 feet; N. 30-1/4° W. 100 feet; N. 52° W. 116.5 feet; N. 56-3/4° W. 300 feet to an iron; N. 64-3/4° W. 433 feet; N. 78-1/2° W. 182 feet; and N. 52-1/4° W. 157 feet to the point of beginning.

TRACT NUMBER BK-088 (BARNES SLEEPY HOLLOW)

All that parcel, situated in the Marshall Magisterial District approximately 2 miles (airline) south southwest of New Canton, consisting of 385.6 acres, (being formerly described as 350 acres, more or less) fronting a short distance on the southwestern margin of State Route #872, said tract being shown and fully described on a plat of Carroll Gillispie, C. L. S., dated October 15, 1958, which plat is recorded with and made a part of the deed in Deed Book 67 at page 549.

LESS AND EXCEPT that certain parcel of land containing 0.14 acre, more or less, conveyed to Commonwealth of Virginia by deed dated September 17, 1971, recorded December 1, 1971 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 85 at page 389.

TRACT NUMBER BK-098 (NEWTON)

Parcel 1:

All of that certain tract or parcel of land, lying and being in Curdsville District of Buckingham County, State of Virginia, containing 69.37 acres, more or less, be the same more or less, bounded on the north by the lands now or formerly owned by J. D. Allen and R. J. Jones; on the east by land now or formerly owned by Huddleston; on the south by the land now or formerly of Continental Can Company, Inc. and on the west by the land now or formerly owned by John Tyree, and more fully described by a plat and survey thereof, made by Paul M. Saunders, Surveyor, in October, 1959, and attached and recorded with the deed recorded in Deed Book 65 at page 52, wherein the said land is described as follows:

Beginning at an iron in hedge, corner of Huddleston and Continental Can Co, Inc. thence N. 88°-56' W. 16.41 chains to iron; thence, N. 1 1/2° W. 10.55 chains to iron; thence, N. 39 & 3/4th° E. 2.69 chains to iron, thence, N. 231/4° E. 3.38 chains to iron, thence, N. 10° E. 4.83 chains to iron; thence, N. 2° W. 4.65 chains to iron; thence, N. 11° W. 1.51 chains to iron; thence, N. 2° W. 4.71 chains to iron; thence, N. 181/4° W. 2.26 chains to iron and branch; thence, N. 73Y2° E. 0.79 chains to iron; thence, N. 761/4° E. 0.89 chains to iron; thence, N. 431/4° E. 1.02 chains to iron; thence N. 74° E. 0.88 chains to iron; thence, N. 65° E. 1.22 chains to iron; thence, S. 811/4° E. 0.88 chains to iron; thence N. 46° E. 0.36 chains to iron; thence, S. 661/4° E. 0.82 chains to iron; thence N. 851/4° E. 0.76 chains to iron, thence, N. 65° E. 2.20 chains to iron; thence, N. 341/2° W. 1.61 chains to iron, leaving old creek bed to present creek; thence, N. 211/4° E. 1.50 chains to iron; thence, N. 641/4° E. 1.62 chains to iron; thence, N. 85° E. 1.35 chains to maples; thence, S. 16° W. 4.04 chains to iron; thence, S. 68° E. 1.74 chains to iron; thence, S. 74° E. 2.27 chains to iron; thence, S. 61° E. 1.70 chains to iron; thence, S. 86° E. 2.79 chains to iron; thence, S. 84° E. 1.80 chains to iron; thence, S. 71° E. 3.46 chains to iron; thence, S. 68 & 3/4th° E. 0.57 chains to iron at maple; thence, S. 61 & 3/4th° W. 33.86 chains to the point of beginning.

LESS AND EXCEPT that certain parcel of land containing 0.40 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated August 15, 1974, recorded September 13, 1974 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 94 at page 439.

Parcel 2:

All that certain tract or parcel of land, lying being and situate in Curdsville District, Buckingham County, Virginia, containing 945.67 acres, more or less, and described as follows on a plat entitled: "Continental Can Co., Inc. J. E. & J. G. Newton Tract 549-5, State- Virginia, County Buckingham, District - Curdsville", dated September 1959, and made by Paul M. Saunders, Surveyor, a copy of which said plat is attached and made a part of the deed recorded in Deed Book 64 at page 573 (Plat 1) and (Plat 2).

Beginning at a stone at large hickory, in the eastern boundary of the property hereby conveyed, in the boundary line of land now or formerly owned by the Bartee Estate; thence S. 66° 38' E. 24.94 chains to a gum; thence S. 70° E. 1.85 chains to an iron in the center line of Rocky Ridge; thence along the center line of Rocky Ridge in the following courses and distances: S. 41-1/4° W. 3.91 chains; S. 37-5/80 W. 3.23 chains; S. 48-1/4° W. 3.66 chains; S. 49-3/4° W. 2.26 chains; S. 50-1/4° W. 5.49 chains; S. 42-3/4° W. 3.24 chains, S. 51-1/2° W. 4.77 chains; S. 480 W. 4.46 chains; S. 49-3/4° W. 4.97 chains; S. 61° W. 3.36 chains; S. 51-3/4° W. 4.57 chains, S. 48-1/2° W. 1.47 chains; S. 44-3/4° W. 3.79 chains; S. 59-1/4° W. 3.68 chains; S. 50-3/4° W. 1.95 chains; S. 49-1/4° W. 4.47 chains; S. 50-3/4° W. 3.80 chains; S. 45-1/2° W. 3.94 chains; S. 43-1/4° W. 4.67 chains; S. 59-3/4° W. 2.38 chains; S. 40-1/4° W. 4.20 chains; S. 51-3/4° W. 4.00 chains; to an iron; thence leaving said Rocky Ridge N. 67° 20' W. 42.98 chains to an iron at blazed maples; thence, crossing State Highway #632, S. 75° 40' W. 64.06 chains to an iron; thence N. 30-3/4° W. 5.95 chains to a birch; thence N. 45-3/4° W. 2.85 chains to a dogwood; thence N. 40-1/4° W. 3.48 chains to a birch; thence N. 30° E. 3.86 chains to a beech; thence

N. 58-1/2° E. 4.53 chains to a birch; thence N. 89-3/4° E. 3.03 chains to a gum; thence N. 55-1/4° E. 3.13 chains to a pine; thence N. 28-1/2° E. 3.55 chains to a dogwood; thence N. 33-1/2° W. 3.78 chains to a sycamore; thence N. 2° E. 2.12 chains to an iron; thence N. 52-1/2° W. 7.43 chains to a double birch; thence N. 16° E. 3.59 chains to an iron in line; thence S. 67-1/4° E. 0.11 chains to a point in the center line of road; thence along said road in the following courses and distances: N. 80° E. 3.83 chains N. 73° E. 1.95 chains; N. 83° E. 3.70 chains; N. 89-1/2° E. 6.07 chains; S. 70-1/4° E. 4.54 chains; S. 66-3/4° E. 3.08 chains; N. 73-1/2° E. 2.42 chains; S. 85-3/4° E. 1.76 chains; S. 45° E. 3.58 chains; S. 83° E. 2.03 chains; S. 89-1/2° E. 0.79 chains; thence leaving said road N. 17° 05' E. 19.64 chains to an iron; thence N. 5° 08' E. 14.89 chains to an iron; thence N. 56-1/4° W. 12.29 chains to an iron and old stake at 3 white oaks; thence S. 41° 26' W. 32.73 chains to a white oak and iron; thence N. 34° E. 1.83 chains to a beech and iron; thence N. 11° E. 27.77 chains to a dead pine and iron; thence N. 8° 08' W. 10.74 chains to pine and iron; thence N. 18° 57' E. 19.21 chains to 16" short leaf pine and iron; thence N. 49° 36' W. 40.77 chains to an iron and large white oak; thence N. 86-1/4° E. 31.78 chains to an iron; thence S. 85-3/4° E. 2.27 chains to an iron; thence N. 85-1/2° E. 4.01 chains to an iron; thence S. 88-1/2° E. 0.62 chains to a red oak and iron; thence N. 77-3/4° E. 2.53 chains to a hickory; thence S. 89-3/4° E. 4.46 chains to an iron; thence S. 89° E. 1.37 chains to a hickory; thence N. 83° E. 3.03 chains to an iron; thence N. 85° 18' E. 3.47 chains to an iron; thence S. 76-3/4° E. 1.68 chains to a poplar; thence S. 52-1/2° E. 0.75 chains to a red oak; thence S. 34-1/4° E. 1.78 chains to an iron; thence S. 26-3/4° E. 4.39 chains to an iron; thence S. 29-1/4° E. 29.92 chains to a point; thence S. 26-3/4° E. 8.78 chains to an iron on the east side of State Highway #632; thence S. 270° E. 4.80 chains to an iron; thence S. 20-3/4° E. 7.71 chains to an iron; thence S. 36-1/2° E. 10.68 chains to an iron at poplar; thence S. 31-3/4° E. 8.28 chains to a large white oak; thence S. 25-3/4° E. 9.06 chains to an iron; thence S. 29-3/4° E. 20.48 chains to an iron; thence N. 84° 50' E. 40.35 chains to an iron; thence N. 13-3/4° E. 20.38 chains to the point of beginning.

LESS AND EXCEPT that portion of property conveyed to Kyanite Mining Corporation by Deed recorded in Deed Book 306 at page 921.

LESS AND EXCEPT that portion of property conveyed to Walton G. Moseley and Jessica R. Moseley by Deed recorded in Deed Book 309 at page 248.

Parcel 3:

All that certain tract or parcel of land, lying, being and situate in Buckingham County, Virginia, containing 308.96 acres, more or less, and described as follows on a plat entitled "Continental Can Co. Inc., J. E. & J. G. Newton Tract 549-5. State- Virginia, County - Buckingham, District - Curdsville", dated October 1959, and made by Paul M. Saunders, Surveyor, a copy of which said plat is attached to and made a part of the deed recorded in Deed Book 64 at page 573:

Beginning in the northwestern boundary of the property hereby conveyed at an iron at white oak, in the boundary line with property now or formerly owned by Cox and John Tyree; thence S. 89° 08' E. 21.74 chains to an iron; thence S. 88° 56' E. 16.41 chains to an iron; thence N. 89° 58' E. 15.05 chains to an iron at large white oak; thence S. 89° 41' E. 12.66 chains to an iron; thence S. 7° 15' E. 15.41 chains to an iron; thence N. 88° 46' E. 10.75 chains to an iron on roadbank of State Highway #628; thence S. 7-3/4° W. 1.72 chains to an iron on an abandoned road; thence along the abandoned road in the following courses and distances: S. 9° W. 1.36 chains to an iron; S. 7-1/4° W. 1.58 chains; S. 5-3/4° W. 2.51 chains to an iron; S. 7-1/4° W. 2.12 chains; S. 9° W. 1.30 chains to a stone, north bank of creek; thence, leaving said abandoned road, N. 88° 35' W. 77.91 chains to an iron; thence S. 1° 38' W. 26.74 chains to an iron; thence S. 88-1/2° E. 18.63 chains to an iron at white rock; thence N. 88-1/4° E. 0.64 chains to an iron at hickory; thence S. 32° 29' W. 37.89 chains to a white oak; thence N. 87° 08' W. 17.06 chains to an iron; thence N. 43-1/2° W. 19.17 chains to an iron; thence N. 32° E. 15.5 chains to an iron; thence N. 78° 49' E. 12.48 chains to an iron at white oak; thence N. 12° 06' E. 53.03 chains to an iron at rock pile; thence N. 33-3/4° E. 1.58 chains to the point of beginning.

LESS AND EXCEPT that certain parcel of land containing 6.45 acres, more or less, conveyed to John B. Henneman, by

deed dated September 10, 1965, recorded October 6, 1965 in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 74 at page 465.

LESS AND EXCEPT that certain parcel of land containing 250.19 acres, more or less, conveyed in Deed Book 174 at page 460.

TRACT NUMBER BK-103 (NEWTON-TAYLOR)

All that certain tract or parcel of land, lying, being and situate in James River District, Buckingham County, Virginia, containing 189.96 acres, more or less, and described as follows according to a plat entitled "Continental Can Company, Inc., Newton-Taylor Tract No. 549-106, 189.96 Acres, James River District, Buckingham County, Virginia", dated August, 1967, made by John R. Nunnally, Jr., C. L. S., a copy of which is attached and made a part of the deed recorded in Deed Book 77 at page 377:

Beginning at an iron and rocks in the western boundary of the property hereby conveyed, thence in a northwesterly direction across easement of Colonial Pipe Line N. 69° 55' W. 14.09 chains to a 24" sweet gum (old chops); thence N. 28° 04' E. 15.38 chains to a planted stone, 3' NW. of 6" dogwood; thence S. 54° 34' E. 2.80 chains to a planted stone; thence S. 68° 28' E. 3.81 chains to a stone; thence S. 34° 36' E. 16.62 chains to a stone; thence N. 36° 35' E. 4.17 chains to a stone; thence S. 31° 17' E. 0.80 chains to a point; thence S. 22° 30' E. 2.00 chains to a 10" poplar; thence S. 35° 41' E. 7.53 chains to a planted stone; thence S. 56° 29' E. 33.27 chains to a planted stone on north side of Old Road; thence along center line of old road S. 48° 28' W. 46.23 chains to a planted stone in old road; thence crossing state Route 613 N. 31° 38' W. 48.70 chains to a stone; thence N. 54° 58' E. 16.50 chains to the point of beginning.

LESS AND EXCEPT that portion of property conveyed to Silva Group, LLC by Deed recorded as Instrument No. 20130385 (Cumberland County) and in Deed Book 415 at page 429 (Buckingham County)

TRACT NUMBER BK-107 (BOONE-MITCHNER)

Parcel 1:

All that certain tract or parcel of land lying and being in Marshall Magisterial District, of Buckingham County, Virginia, containing 167.4 acres, more or less, by survey, described as to metes and bounds by a plat of survey made by Paul M. Saunders, C.L.S., dated September 9, 1966, described the herein described real estates as follows:

Beginning in the centerline of Slate River at the extreme northwest corner of said property, an iron being located on the eastern bank of said river approximately 45 feet from centerline, thence S. 86° 0' E. 726.5 ft. to a cedar in fence corner, thence N. 24° 40' E. 331.5 ft. to large black oak with old chops, thence S. 63° 18' E. 939.8 ft. to iron set in marsh, thence N. 25° 59' E. 402.2 ft. to hickory; thence S. 55° 13' E. 514.93 ft. to iron on branch, thence S. 15° 24' E. 92.53 ft. along branch, thence S. 12° 33' E. 174.6 ft. along branch, thence S. 42° 51' E. 108.95 ft. along branch, thence S. 34° 59' E. 138.41 ft. along branch, thence S. 62° 47' E. 117.50 ft. along branch, thence N. 73° 26' E. 114.4 ft. along branch, thence N. 89° 34' E. 261.0 ft. along said branch, thence S. 73° 23' E. 83.8 ft. along branch, thence S. 89° 51' E. 59.12 ft. along said branch, thence S. 50° 23' E. 116.82 ft. along branch, thence N. 84° 35' E. 45.97 ft. along branch, thence S. 53° 37' E. 65.69 ft. along branch, thence S. 7° 38' E. 109.91 ft. along branch, thence S. 49° 47' E. 84.95 ft. along branch, thence S. 47° 22' E. 206.0 ft. to iron 14 feet southwest of branch, thence S. 30° 55' W. 657.97 ft. to old stonepile and iron set in center of old road, thence S. 49° 50' E. 102.58 ft. along old road, thence S. 58° 35' E. 89.23 ft. along old road, thence S. 49° 47' E. 78.33 ft. along old road, thence S. 49° 38' E. 94.42 ft. along old road, thence S. 63° 07' E. 195.0 ft. along old road, thence S. 38° 15' E. 160.7 ft. along old road, thence S. 43° 24' E. 214.45 ft. along old road, thence S. 66° 50' E. 177.25 ft. along old road, thence S. 70° 50' E. 418.5 ft. to iron on south bank of old road, thence S. 71° 47' W. 358.84 ft. to old planted stone painted white, thence S. 72° 07' W. 185.14 ft. to iron and stonepile in centerline of powerline, thence S. 69°

09° W. 1819.58 ft. to iron in place, thence N. 51° 42' W. 320.65 ft. to iron in place, thence N. 29° 43' W. 594.73 ft. to iron in place, thence N. 46° 18' W. 287.60 ft. to iron 40 feet from centerline of Slate River, thence N. 65° 54' E. 68.71 ft. along centerline of Slate River, thence N. 51° 44' E. 325.4 ft. along centerline of said River, thence N. 8° 22' W. 208.4 ft. along centerline of River, thence N. 60° 19' W. 574.2 ft. along centerline of said River, thence N. 55° 27' W. 612.19 ft. along centerline of said River, thence N. 78° 52' W. 338.0 ft. along centerline of said River, thence N. 81° 27' W. 403 ft. along centerline of said River, thence N. 62° 13' W. 119.4 ft. along centerline of said River, thence N. 35° 59' W. 135.1 ft. along centerline of said River, thence N. 1° 30' W. 395.7 ft. along centerline of said River, thence N. 14° 07' E. 549.73 ft. along centerline of said River to the point of Beginning. Being more particularly described as to metes and bounds by a plat of survey made by Paul M. Saunders referred to above recorded in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 76 at page 205.

Parcel 2:

All that certain tract or parcel of land, lying and being in Marshall District of the County of Buckingham, State of Virginia, containing 84.9 acres, more or less, bounded on the north by lands now or formerly owned by the estate of A. Gertrude Williams, on the east by the land now or formerly of the Continental Can Co.; on the south by land now or formerly the said Continental Can Co., the land now or formerly of Geo. Newton's Estate and the land now or formerly of J.R. Parrish, and on the west by Slate River, and being the same land in all respects which was conveyed unto Kenneth L. Jones on the 5th day of November, 1952, by deed from John B. Boatwright, Special Commissioner, now of record in the Clerk's Office of Buckingham County, in Deed Book 55 at page 497, and more fully described as follows:

Beginning at an iron stake and rocks, thence S. 34° 45' W. 2833 feet along the old Diana Mills Road, and running with the Continental Can Co. land to a dead W.O. and iron, thence N. 48° 38' W. 1710 feet to Birch and iron at Slate River; running with the lands now or formerly of Geo. Newton's estate and the land now or formerly of J. R. Parrish; thence down Slate River N. 34° 30' E. 160 feet; thence with the River, N. 3° 30' W. 150 feet; thence, with the River N. 56° 30' W. 275 feet; thence, with the River, N. 28° 30' W. 450 feet, thence with the River, N. 16° E. 330 feet, thence with the River, N. 63° 30' E. 785 feet to iron on branch, and River Bank, and leaving the River, thence, up branch, S. 46° E. 247.5 feet to iron; thence, up branch, S. 29° 32' E. 594 feet to iron; thence, up branch S. 48° 45' E. 313.5 feet to corner iron on east bank of branch; thence leaving branch, and running with the line of property now or formerly owned by Williams, N. 69° E. 1844 feet to the point of BEGINNING at iron stake and rocks. According to plat and survey of Carroll Gillisple, S.B.C., surveyed, October 3, 1963, entitled "K.L. Jones, Gaudin Tract", a copy of which plat is recorded in Deed Book 71 at page 473.

TRACT NUMBER BK-901 (BOWMAN)

All that certain parcel or tract of land situate, lying and being in the Slate River Magisterial District of Buckingham County, State of Virginia, containing 587.2 acres, more or less, as shown on a survey dated October 24, 1979, prepared by William W. Dickerson, Jr., L.S., attached to and recorded with a deed dated November 30, 1979, from Hallie S. Bowman and Daniel Bowman, her husband, to Bear Island Paper Company, Virginia Limited Partnership. 1.5 acres of the said 587.2 acres is located on the eastern side of Slate River. Reference is made to the aforesaid survey for a more complete metes and bounds description of the property conveyed hereby.

LESS AND EXCEPT that certain parcel of land containing 11.0 acres, more or less, conveyed to John A. Mitchell and Bambi T. Mitchell by Deed recorded in Deed Book 169 at page 589.

LESS AND EXCEPT that certain parcel of land containing .5 acre, more or less, conveyed to Christopher D. Waldrop by Deed recorded in Deed Book 219 at page 834.

Tract Number BK-901 BEING the property conveyed to Bear Island Paper Company, L.P., a Virginia limited partnership, by

deed from Hallie S. and Daniel Bowman, recorded in the Clerk's Office, Circuit Court, Buckingham County, Virginia, in Deed Book 116 at page 153. Bear Island Paper Company, L.P. converted into and became Bear Island Timberlands Company, L.L.C., a Virginia limited liability company, effective December 1, 1997.

TRACT NUMBER CU-022 (R. L. PARRISH)

All of that certain tract or parcel of land with all appurtenances thereto belonging, lying, being and situate in the counties of Cumberland and Buckingham, State of Virginia, and described as follows:

Commencing at corner on Little Willis River and wire fence, thence along said wire fence on the line of property now or formerly owned by Irving Elam and Jim Elam N. 6 deg. 15 min. W. 6350 feet to pine on road, thence along the line of said property now or formerly owned by Irving Elam N. 20 deg. 15 min. W. 468 feet in farm road to a point, thence N. 26 deg. 30 min. W. 923 feet to post oak, thence N. 56 deg. 12 min. W. 500 feet to Public Road, thence N. 31 deg. 50 min. E. 600 feet to the property now or formerly owned by George Boume, thence along the line of said property S. 78 1/2 deg. E.

All those certain tracts or parcels of Buckingham County Tracts land situated, being and lying in Lunenburg County, Virginia, and more particularly described as follows:

TRACT I "BONDURANT".

That certain tract of land in Francisco District, Buckingham County, Virginia, known as the Bondurant Farm, containing 392 acres, more or less, conveyed to Piedmont Lumber Company by Elmer C. Yetter and wife, by deed dated October 6, 1919, recorded in the Buckingham County Circuit Court Clerk's Office in Deed Book 24, page 368, and being the same property which was conveyed as Parcel No. 4 by James T. Carter, et al, to R. S. Buruss by deed dated December 21, 1934, and of record in the Circuit Court Clerk's Office for Buckingham County in Deed Book 36, page 259, to which deed reference is made for a more particular description.

Tract I is also shown on a plat of survey made by William W. Dickerson entitled "369.71" Acres, Francisco District, Buckingham County dated March 27, 1988, which plat was recorded on February 16, 1989 in the Buckingham County Clerk's Office at Plat Cabinet A, Slide 93D, to which plat reference is here made for a further and more particular description of the property conveyed herein. This conveyance is by the boundary and not by the acre.

TRACT II "MAXEY-GARY".

PARCEL IIA. All those certain tracts or parcels of land situated, lying and being in Francisco District, Buckingham County, Virginia, containing 136 acres known as "Andersonville" consisting of 2 parcels, Parcel No. 1 containing 80 acres and Parcel No. 2 containing 56 acres, and being the same property which was conveyed to R. S. Buruss by Irene E. Gary, widow of C. A. Gary, by deed dated December 27, 1941, and of record in the Clerk's Office of the Circuit Court of Buckingham County in Deed Book 41, page 295; LESS AND EXCEPT that certain tract or parcel of land containing 3.44 acres, more or less; bounded on the north by the land now or formerly of Claude W. Anderson, on the west by the land now or formerly of Claude W. Anderson and Etta S. Anderson, and on the south and the east by the land of the R. S. Buruss estate, including a 30 foot right-of-way easement along the western-most boundary of the property known as the "Gary tract", running from the said 3.44 acres of land in a southern direction to the corner of the said Gary tract and the said tract now or formerly owned by Claude W. Anderson, formerly known as the Coleman tract. Being more particularly described as to metes and bounds by plat of survey made by Carroll Gillespie, C.L.S., S.B.C., dated February 23, 1966, and attached to a certain deed dated March 21, 1966, from R. S. Buruss, Jr. and Margaret B. Buruss, his wife, to Claude W. Anderson and Nancy D. Anderson, his wife, of record in the aforesaid Clerk's Office in Deed Book 75, page 336, to which deed reference is here made for a more particular description.

PARCEL IIB. That certain tract of land in Francisco District, containing 305 acres, more or less, conveyed to Piedmont Lumber Company, as 411 acres, by Elmer C. Yetter and wife, by deed dated October 6, 1919, recorded in the aforesaid Clerk's Office in Deed Book 24, page 368; LESS a portion thereof, 106 acres, heretofore conveyed by Piedmont Lumber Company to Wright. See also deed dated March 20, 1920, from Susie M. Powell and others to Piedmont Lumber Company recorded in said Clerk's Office in Deed Book 25, page 11, and deed dated December 22, 1921, from John B.

Boatwright, Special Commissioner, to said Piedmont Lumber Company, recorded in Deed Book 26, page 413, it being the same property conveyed as Parcel No. 5 in a certain deed dated December 21, 1934, from James T. Carter, et al, to R. S. Burruss and of record in the aforesaid Clerk's Office in Deed Book 36, page 258, to which deed reference is here made for a more particular description.

TRACT II contains 451.16 acres more or less as shown on a composite plat showing a total 454.6 acres which is entitled "Plat Represents an Aggregate Area of Four Hundred Fifty Four And 6/10 Acres ..." made by Carroll Gillespie, surveyed on Aug. 26, Aug. 28, and Sept 8, 1953, after less and excepting from said 454.6 acres the 3.44 acre parcel that is described herein in the description of Parcel IIA; said plat was recorded in the aforementioned Clerk's Office at Deed Book 240, page 530 on March 1, 1999.

TRACT III "HARVEY-GARNETT".

PARCEL IIIA. That certain tract or parcel of land situated in Francisco District, Buckingham County, Virginia, containing 114.1 acres, more or less, lying about 2 miles south of the old village of Enonville in said County, adjoining lands formerly known as the William J. Harvey tract but now owned by the R. S. Burruss, Jr. estate and being the same property which was conveyed by deed and assignment dated March 24, 1956, from Tina W. Garnett, et al, to R. S. Burruss, Jr., trading as R. S. Burruss Lumber Company and of record in the aforesaid Clerk's Office in Deed Book 59, page 550, to which deed reference is here made for a more particular description.

PARCEL IIIB. All that certain tract or parcel of land containing 29.7 acres, more or less, bounded on the north by the lands now or formerly owned by L. T. Smith, on the west by the lands now or formerly of Clifford and Clara Jackson, and on the south and east by lands formerly owned by Henry Garnett and more particularly shown marked in red on a plat of record in the aforesaid Clerk's Office in Deed Book 60, page 185; it being the same property which was conveyed by deed dated July 19, 1956, from G. M. Rogers, Special Commissioner, to R. S. Burruss, Jr, trading as R. S. Burruss Lumber Company of Lynchburg, Virginia, and of record in the aforesaid Clerk's Office in Deed Book 60, page 185, to which deed reference is here made for a more particular description.

PARCEL IIIC. That certain lot or parcel of ground situated, lying and being in Francisco District, containing 40.9 acres, more or less, as shown on a plat of record in the aforesaid Clerk's Office in Deed Book 59, page 549, and being that certain property which was quit-claimed by indenture dated December 22, 1955, between Tina W. Garnett, et al, and R. S. Burruss, Jr., trading as R. S. Burruss Lumber Co., and of record in the aforesaid Clerk's Office in Deed Book 59, page 548. R. S. Burruss having allegedly obtained said property as a part of the William Harvey tract by deed of record in the aforesaid Clerk's Office in Deed Book 36, page 259, to which deed reference is here made for a more particular description.

PARCEL IIID. That certain tract or parcel of land in Francisco District, containing 148 acres, more or less, and known as the Harvey tract, conveyed to Piedmont Lumber Company by Elmer C. Yetter and wife, by deed dated October 6, 1919, recorded in the aforesaid Clerk's Office in Deed Book 24, page 368, and conveyed as Parcel No. 6 in a certain deed dated December 21, 1934, by and between James T. Carter, et al, and R. S. Burruss of record in the aforesaid Clerk's Office in Deed Book 36, page 259.

TRACT III is conveyed together with that certain right of way and easement for ingress and egress granted to RSB Properties by Edward M. Zak by instrument dated February 25, 1959 of record in the aforementioned Clerk's Office at Deed Book 240, page 457.

Tract III aggregates approximately 312.83 acres as is shown upon a plat entitled "Plat of 312.83 Acres of Land Surveyed for RSB Properties", made by William W. Dickerson, Jr., Surveyor of Appomattox County, dated December 1, 1988, which

plat is of record in the Circuit Court Clerk's Office of Buckingham County at Plat Book 3, page 18; LESS AND EXCEPT that portion of property conveyed to the Commonwealth of Virginia by deed dated December 15, 1992, recorded March 4, 1993 in the aforementioned Clerk's office in Deed Book 183, Page 259, for the improvement and widening of State Rt. 640.

STATE OF VIRGINIA 300 112 480

901:185,356,394,395,
398,405 & 449

COUNTIES OF BUCKINGHAM AND HALIFAX

RIGHT OF WAY EASEMENT

4283
FOR AND IN CONSIDERATION OF THE SUM OF Ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, THE CONTINENTAL GROUP, INC., formerly CONTINENTAL CAN COMPANY, INC., a corporation organized under the laws of the State of New York, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto COLONIAL PIPELINE COMPANY, a corporation of Delaware and Virginia, whose address is 3390 Peachtree Road, N.E., Atlanta, Georgia, its successors and assigns, hereinafter referred to as Grantee, subject to the terms and conditions hereinafter set forth, a right of way and easement of varying size, together with temporary work space to be used only during construction, in, on, over, under, through and across the lands hereinafter set forth and described for the purpose of constructing, maintaining, inspecting, operating, protecting, repairing, replacing, changing the size of or removing a pipe line for the transportation of oil, gas and the products or derivatives thereof, upon and along a route to be selected by Grantee over, under, through and across the lands later described, of which Grantor warrants it is the owner in fee simple, said lands later described lying, being and situate in the Counties of Buckingham and Halifax, State of Virginia.

THE TERMS AND CONDITIONS OF THIS RIGHT OF WAY CONTRACT ARE AS FOLLOWS:

1. This grant is subject to all existing easements, servitudes, rights-of-way, mortgages (or any renewal thereof) or liens affecting said property.
2. Said right-of-way shall not be fenced, or otherwise used by said Grantee in such a way as to obstruct the ingress and egress of said Grantor in and to its said lands. or to any

prevent forest fires and fire hazards to the property of said Grantor in connection with the Grantee's operations, and will indemnify said Grantor in connection with the Grantee's operations, and will indemnify said Grantor for any damages to property and standing timber on said Grantor's lands caused by fire resulting from the Grantee's operations.

4. It is recognized and understood between the parties that the Grantor has acquired the lands later described and other lands, and may hereafter acquire more property for use in connection with the growing, conserving, and removing of timber and wood thereon, either through itself or others with whom it may contract, as well as such other uses as it may desire, and the Grantee assumes the risk of any damage to the Grantor's property by it, and the expense of protecting said properties from any such damage arising out of the construction, operation, and maintenance of its pipeline, and the Grantor shall not be liable to the Grantee for any damage to the Grantee, its servants or employees, arising from the Grantor's use of said lands or its operations thereon, except for affirmative acts of Grantor; furthermore, the Grantee agrees to indemnify said Grantor for any liability which may be asserted against it by said Grantee, its servants or employees, on account of said uses and operations of said Grantor. If any person whosoever, what ever his relation may be to either of the parties, shall enforce or seek to enforce against the Grantor any liability arising, in whole or in part, from the Grantee's use of said right-of-way or its properties thereon, or by acts done thereon by said Grantee, its agents, employees or others with its consent, whether participated in by the Grantor or not, said Grantee shall indemnify said Grantor against any loss, expense or liability arising therefrom. Nothing herein shall be construed to exempt the Grantee from liability for any damage or
- to the Grantor its properties, agents, ser-

that all property damages which are related to the construction of this second pipeline and occur within this right-of-way will be exempt, having been paid for in advance.

5. This grant shall be void unless the Grantee shall construct its pipeline, as provided herein, within one (1) year from the date thereof; and, if said Grantee shall discontinue the use of said right-of-way for the purpose herein stated, it shall, within six (6) months from the time of such discontinuance, remove all its property from said right-of-way and all its rights under this grant shall cease. If said Grantee shall fail to remove any of its property within said time, said property shall revert to and become the property of the Grantor, who shall have the right, at its option, to remove it at the expense of the Grantee.
6. Nothing herein shall prevent the Grantor from using any part of the right-of-way for any purpose not inconsistent with uses of said property by the grantee under this grant.
7. Grantee shall furnish Grantor, upon completion of construction, a plat of location of said pipeline upon later described lands.
8. Grantor shall have the right to use and enjoy the above described premises, except as to the rights herein granted, and Grantor agrees not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, lake, engineering works, or other structures over said pipeline. Grantee is hereby paying for damages which may arise to growing crops, timber, fences or buildings of said Grantor from the exercise of the rights herein granted, so long as such damages occur within the herein described right-of-way and temporary work space; and, in addition, after said pipeline has been laid, Grantee shall not be liable for damages caused on the right-of-way by keeping said right-of-way and easement clear of trees, undergrowth and brush in the exercise of said rights.

description, lying and being, in and under, the easement hereinbefore described.

10. It is agreed that any payment due hereunder may be made direct to said Grantor.
11. The rights herein granted may be assigned in whole or in part.
12. The terms and conditions hereof shall apply to and be binding upon THE CONTINENTAL GROUP, INC., formerly CONTINENTAL CAN COMPANY, INC., its successors and assigns, and COLONIAL PIPELINE COMPANY, its successors and assigns, but no transfer or assignment by COLONIAL PIPELINE COMPANY, whether by contract or operation of law, shall release it from any obligation or liability imposed on it hereunder, but it and such assigns or transferees shall be jointly and severally responsible therefor.
13. Grantor agrees and acknowledges that construction damages are paid in advance of construction, and shall be considered as full payment for any and all damages caused or to be caused by the construction of said pipeline across the following described land, to wit:
 - (a) 267.5 acres, more or less, of land more particularly described in that certain conveyance dated December 18, 1961 from Barnes Lumber Corporation to CONTINENTAL CAN COMPANY, INC., as found in the records of Buckingham County, Virginia, in Book No. 67 at Page No. 549
 - (b) 945.67 acres, more or less, of land more particularly described as parcel 1 in that certain conveyance dated November 23, 1959 from J. E. Newton et al to CONTINENTAL CAN COMPANY, INC., as found in the records of Buckingham County, Virginia in Deed Book No. 64 at Page No. 573.
 - (c) 308.96 acres, more or less, of land more particularly described as Parcel 2 in that certain conveyance dated November 23, 1959 from J. E. Newton et al to CONTINENTAL CAN

- (d) A tract or parcel of land located in James River District, Buckingham County, Virginia, containing 189.96 acres, more or less, more particularly described in a deed from J. E. Newton et al to CONTINENTAL CAN COMPANY, INC., dated August 14, 1967, recorded in Deed Book 77, at Page 377 in the office of the clerk of the Circuite Court of Buckingham County, State of Virginia.
- (e) The property conveyed to CONTINENTAL CAN COMPANY, INC. by deed from Georgia-Pacific Corporation, dated December 31, 1969, and more particularly being the Epperson Tract described in said deed as No. 7, recorded in the Clerk's Office of the Circuit Court of Halifax County, Virginia in Deed Book 350, page 82.

Said right-of-way and temporary work space is more specifically described in COLONIAL PIPELINE COMPANY plats 2.901.185; 2.901.356; 2.901.449; 3.901.394, 395; and 3.901.389, 405 which are attached and made a part of this instrument.

TO HAVE AND TO HOLD said rights and right-of-way, easement, estates and privileges, subject to the terms and conditions above set forth, unto COLONIAL PIPELINE COMPANY, its successors and assigns, so long as said right-of-way and easement are used for the purposes herein granted.

IN WITNESS WHEREOF, THE CONTINENTAL GROUP, INC., has caused this instrument to be signed, on behalf of The Corporation, by its General Manager, Woodlands Division, this 12th day of February 1979.

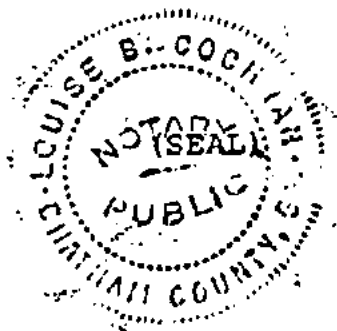
State of Georgia
 County of Chatham, To-wit:

I, Louise B. Cochran, a Notary Public in
 and for the County aforesaid in the State of Georgia, do
 certify that Walter W. Herket whose name as General
 Manager of the Continental Group, Inc., Woodlands Division is
 signed to the foregoing writing bearing date on the 12th
 day of February, 1979, has executed the same on
 behalf of the Continental Group, Inc. and has acknowledged the
 same before me in my State and County aforesaid.

My commission expires March 7, 1980

Given under my hand and seal this 12th day of February,
 1979.

Notary Public



Louise B. Cochran
 LOUISE S. COCHRAN
 Notary Public, Chatham County, Ga.
 My Commission Expires Mar. 7, 1980

VIRGINIA: In the Clerk's Office of the Circuit Court of Buckingham County, 319 1979.
 The foregoing R/W was this day presented in said office and thereupon together with the certificates
 thereto annexed, admitted to record at 10 A M. \$ tax imposed by Sec. 58-54 (b) paid.

ATTEST: MALCOLM BOOKER JR. CLERK
 BY: Brenda Kitchin DEP. CLERK

July 7, 1947

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the benefits to be accrued to each of us by construction and maintenance of the hereinafter described road by the State Highway Department, we, the undersigned, do hereby grant unto the County of Buckingham, in the State of Virginia, a right-of-way 30 feet wide across our property, which said right-of-way generally is to follow and include as a part thereof, subject to such slight variations as the engineers of the Department of Highways may deem necessary or advisable, the present old road bed of a Buckingham County road running from Route 15 at the N. W. corner of the property belonging to Owen R. Jeffrey; thence in a S. E. direction to Route 610 at Anderson's Garage; said road running for a distance of approximately four miles.

We further grant unto the said County of Buckingham such necessary additional width as may be necessary for construction and maintenance of cuts and fills along the aforesaid secondary route.

IN WITNESS WHEREOF, we have hereunto set our hands and seals:

C. F. LeSueur (SEAL)
 Mrs. Sallie L. Yancey (SEAL)
 Waverly Yancey (SEAL)
 Owen R. Jeffrey (SEAL)
 Mrs. Owen R. Jeffrey (SEAL)
 Mrs. J. M. Hannah (SEAL)
 Charlie Banks (SEAL)
 Maggie C. Banks (SEAL)
 C. J. Brown (SEAL)
 Pearl B. Brown (SEAL)
 W. G. Stinson (SEAL)
 Lary A. Stinson (SEAL)
 R. B. Jones (SEAL)
 Mary E. Jones (SEAL)
 H. K. Anderson (SEAL)
 Marie T. Anderson (SEAL)
 W. T. Childress (SEAL)
 Wealthia T. Childress (SEAL)
 T. B. Anderson (SEAL)
 Virginia A. Anderson (SEAL)
 Mary E. Anderson (SEAL)
 Louise Anderson (SEAL)
 G. W. Rhodes (SEA)
 William F. Rhodes (SEA)
 Mrs. Willie L. Woodson (SEAL)
 Emmitt T. Newton (SEAL)
 Elnora Newton (SEAL)

STATE OF VIRGINIA
 COUNTY OF BUCKINGHAM,

I, H. A. Duval, a Notary Public for the county aforesaid, in the State of Virginia, do certify that C. F. LeSueur, Mrs. Sallie L. Yancey and her husband Waverly Yancey, Owen R. Jeffrey and his wife Mrs. Owen R. Jeffrey, Mrs. J. M. Hannah, Charlie Banks and his wife, Maggie C. Banks, C. J. Brown and his wife,

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Pearl M. Brown, W. G. Stinson and his wife Mary A. Stinson, R. B. Jones and his wife Mary E. Jones, H. K. Anderson and his wife, Marie T. Anderson, W. T. Childress and his wife Wealthia T. Childress, T. B. Anderson and his wife Virginia A. Anderson, Mary E. Anderson, Louise Anderson, Mrs. Willie E. Woodson, Emmett T. Newton and his wife, Elnore D. Newton, whose names are signed to the writing above bearing date on the 7th day of July, 1947, have acknowledged the same before me in my county aforesaid.

Given under my hand this 29th day of July, 1947.

My commission expires on the 23 day of June 1949, 19__.

H. M. Duval, Notary Public

STATE OF VIRGINIA

CITY OF RICHMOND to-wit:

I, W. Dayton Dixon, a Notary Public for the City aforesaid, in the State of Virginia, do certify that G. W. Rhodes and Lillian F. Rhodes whose names are signed to the writing above bearing date on the 7th day of July, 1947, have acknowledged the same before me in my City aforesaid.

Given under my hand this 1st day of August, 1947.

W. Dayton Dixon, Notary Public (SEAL)

My Commission Expires January 13, 1951.

VIRGINIA in the clerk's office of Buckingham County. This Right-of-way was this day presented in said office with certificate of acknowledgement annexed. Admitted to record at 1 P.M. on April 5, 1949, and indexed.

ATTEST: *John E. Jones* CLERK

#134

THIS DEED, made this 24th day of March, 1949, between Jennett Brown and Joe Brown, her husband, parties of the first part and Robert Sears, party of the second part:

WHEREAS, Thomas Sears died intestate, leaving now surviving him a daughter Jennie Brown and a son, Robert Sears as his sole heirs at law, and seized and possessed of some forty acres, more or less, of land in Marshall District of Buckingham County, which passed to his said heirs at law and the said parties of the first part desire to convey their share in the said land unto the party of the second part so that he will own the said land in fee;

Now therefore this deed witnesseth that for and in consideration of the premises and \$10.00 cash in hand paid the said parties of the first part do grant with general warranty unto the said party of the second part a one-half undivided interest in the following described real estate, to-wit:

1st 33.19 acres, more or less, bounded on the north by the old Horn Quarter road, on the east by the land of Guy McCraw, on the south by the old Physic Spring road and on the west by the land of Emmet Sears. See plat of this land, D. B. #10 p. 582 et seq. and,

2d 7½ acres, more or less, which was conveyed unto Thomas Sears May 26th, 1900

... in deed book #11 p. 132 in the ...

*Examination
of title to
Robert Sears
Buckingham Co.
Rd 2, 1949
4-9-49*

VIRGINIA in the clerk's office of Buckingham County. This Easement was this day presented in said office with certificate of acknowledgement annexed. Admitted to record at 9 A.M. on Aug. 6, 1949, and indexed.

ATTEST: *John C. Spencer* CLERK

KNOW ALL MEN BY THESE PRESENTS that H. B. Jones and Mary E. Jones, his wife, Grantors, in consideration of One Dollar (\$1.00), receipt whereof is acknowledged, grant to Virginia Electric and Power Company, a Virginia corporation, its successors and assigns, hereinafter called Company, the right to construct, operate and maintain a pole line, at a location to be designated by Company, with all desirable appurtenances for the transmission and distribution of electricity and sound, including the wires and attachments of any other company, over, upon, and across the property of Grantors, described as follows:

A tract of land containing 123 acres, more or less, located on the east side of State Highway Route No. 18 about 2.2 miles southeast of Arvon in Marshall Magisterial District of Buckingham County, Virginia, and adjoining the lands now or formerly owned by Waverley G. Yancey, Pearl C. Brown and C. J. Brown, C. E. LeSueur, and others.

It is agreed that said pole line and appurtenances erected hereunder shall be and remain the property of Company and that Company shall at all times have full and free ingress to and egress from and over the said property in order to construct and efficiently maintain and operate said line and appurtenances, with the right to make such changes, additions and alterations therein as Company may from time to time deem advisable; with the further right to trim, cut and keep clear all trees, limbs and undergrowth and other obstructions along said line or adjacent thereto that may in any way endanger or interfere with the proper and efficient operation of the same.

WITNESS the following signatures and seals this 31st day of May, 1949.

R. B. Jones (SEAL)
Mary E. Jones (SEAL)

STATE OF VIRGINIA

CITY OF RICHMOND) To-wit:

I, J. W. Coover, Jr. a Notary Public in and for the State of Virginia at Large do hereby certify that R. B. Jones whose names is signed to the foregoing writing bearing date on the 31 day of May, 1949, has acknowledged the same before me in the City aforesaid.

Given under my hand this 7 day of June, 1949.

My commission expires October 3, 1950.

J. W. Coover, Jr., Notary Public
Qualification: Hustings Court Part 1,
Richmond, Va.

STATE OF VIRGINIA

COUNTY OF BUCKINGHAM) To-wit:

I, Sam Ray, a Notary Public in and for the State of Virginia at Large do hereby certify that Mary E. Jones whose name is signed to the foregoing writing bearing date on the 31st day of May, 1949, has acknowledged the same before me in the County aforesaid.

Given under my hand this 31st day of May, 1949.

My commission expires July 10, 1950.

Sam Ray, Notary Public

#311
Examined
y: Hailed
to J.E.
Electric
H. Jones Co
Richmond
Va
7-12-49

60/ 342

VIRGINIA in the clerk's office of Buckingham County. This Easement was this day presented in said office with certificate of acknowledgement annexed. Admitted to record at 9 A.M. on Aug. 6, 1949, and indexed.

ATTEST: John L. Houser CLERK

#312

Examined
& mailed
to J.E. Electric
& Power
Co.
Richmond
12
8-12-49

KNOW ALL MEN BY THESE PRESENTS that L. G. Toney and his wife, Vernell L. Toney Grantors, in consideration of One Dollar (\$1.00), receipt whereof is acknowledged, grant to Virginia Electric and Power Company, a Virginia corporation, its successors and assigns, hereinafter called Company, the right to construct, operate and maintain a pole line, at a location to be designated by Company, with all desirable appurtenances for the transmission and distribution of electricity and sound, including the wires and attachments of any other company, over, upon, and across the property of Grantors, described as follows:

A tract of land containing 50 acres, more or less, located on the West side of State Highway Route No. 718 about 3 miles NorthEast of Gold Hill in Marshall District of Buckingham County, Virginia, and adjoining the lands now or formerly owned by W. R. Toney and M. L. Bryant.

It is agreed that said pole line and appurtenances erected hereunder shall be and remain the property of Company and that Company shall at all times have full and free ingress to and egress from and over the said property in order to construct and efficiently maintain and operate said line and appurtenances, with the right to make such changes, additions and alterations therein as Company...

VIRGINIA in the clerk's office of Buckingham County. This Easement was this day
presented
Office with certificate of acknowledgement annexed. Admitted to
recor 48 April 22, 1948, and indexed.

ATTEST: *John B. Emerson* CLERK

KNOW ALL MEN BY THESE PRESENTS that Elmer Emerson and wife, Willamena Emerson, #246
Grantors, in consideration of One Dollar (\$1.00), receipt whereof is acknowledged, *Remitted to the Elmer & Willamena Co. Richmond, Va. 4-27-48*
Grant to Virginia Electric and Power Company, a Virginia corporation, its successors
and assigns, hereinafter called Company, the right to construct, operate and maintain
a pole line, at a location to be designated by Company, with all desirable appurten-
ances for the transmission and distribution of electricity and sound, including the
wires and attachments of any other company, over, upon, and across the property of
Grantors, described as follows:

A tract of land containing 166 1/4 acres more or less lying on Phelps Creek,
adjoining the lands of E. A. Goodman, Perkins Glover Estate, W. H. Baber and others,
located on both sides of Virginia State Highway No. 718 being the same land con-
veyed by C. M. Selph and Ella M. Selph and recorded in Buckingham County Clerk's
Office in Deed Book 46 at page 243, the above tract of land being in Marshall
Magisterial District, Buckingham County, Virginia.

It is agreed that said pole line and appurtenances erected hereunder shall be
and remain the property of Company and that Company shall at all times have full
and free ingress to and egress from and over the said property in order to construct
and efficiently maintain and operate said line and appurtenances, with the right
to make such changes, additions and alterations therein as Company may from time
to time deem advisable; with the further right to trim, cut and keep clear all
trees, limbs and undergrowth and other obstructions along said line or adjacent
thereto that may in any way endanger or interfere with the proper and efficient
operation of the same.

WITNESS the following signatures and seals this 26th day of Feb. 1948.

Elmer Emerson (SEAL)

Willamena Emerson (SEAL)

APPROVED

SGB

SYSTEM R/W Eng.
NEW YORK
STATE OF VIRGINIA

County of Westchester) To-wit:

I, Joseph S. Faillace, a Notary Public in and for the County aforesaid, State
of New York do hereby certify that Elmer Emerson and his wife Willamena Emerson
whose names are signed to the foregoing writing bearing date on the 26th day of Feb.
1948, have acknowledged the same before me in the county aforesaid.

Given under my hand this 26th day of Feb. 1948,

My commission expires March 30th, 1948.

Joseph S. Faillace, Notary Public
(SEAL)

Joseph S. Faillace Notary Public,
in the State of New York appointed
for Westchester County, Commission
Expires March 30, 1948.

VIRGINIA in the clerk's office of Buckingham County. This Easement was this day
presented in said office with certificate of acknowledgement annexed. Admitted to

record at 1 P.M. on April 22, 1948, and indexed.

ATTEST: John E. Spence CLERK

THIS AGREEMENT, made this 29th, day of December 1947 by and between John K. Williams, single; Louise W. Sloan ~~and~~, a widow; Bliss W. Street and W. B. Street, husband; Macie W. Glasgow and A. L. Glasgow, husband; and Teresa D. Williams, a widow; the heirs of J. K. Williams and E. K. Williams, deceased, of Richmond, Virginia, parties of the first part, hereinafter sometimes called "Owner" (the word "Owner" wherever used herein being intended to include the parties of the first part whether one or more, but for convenience being used in the singular form), and Virginia Electric and Power Company, a corporation duly organized and doing business under the laws of the State of Virginia, party of the second part, hereinafter sometimes called the "Company":

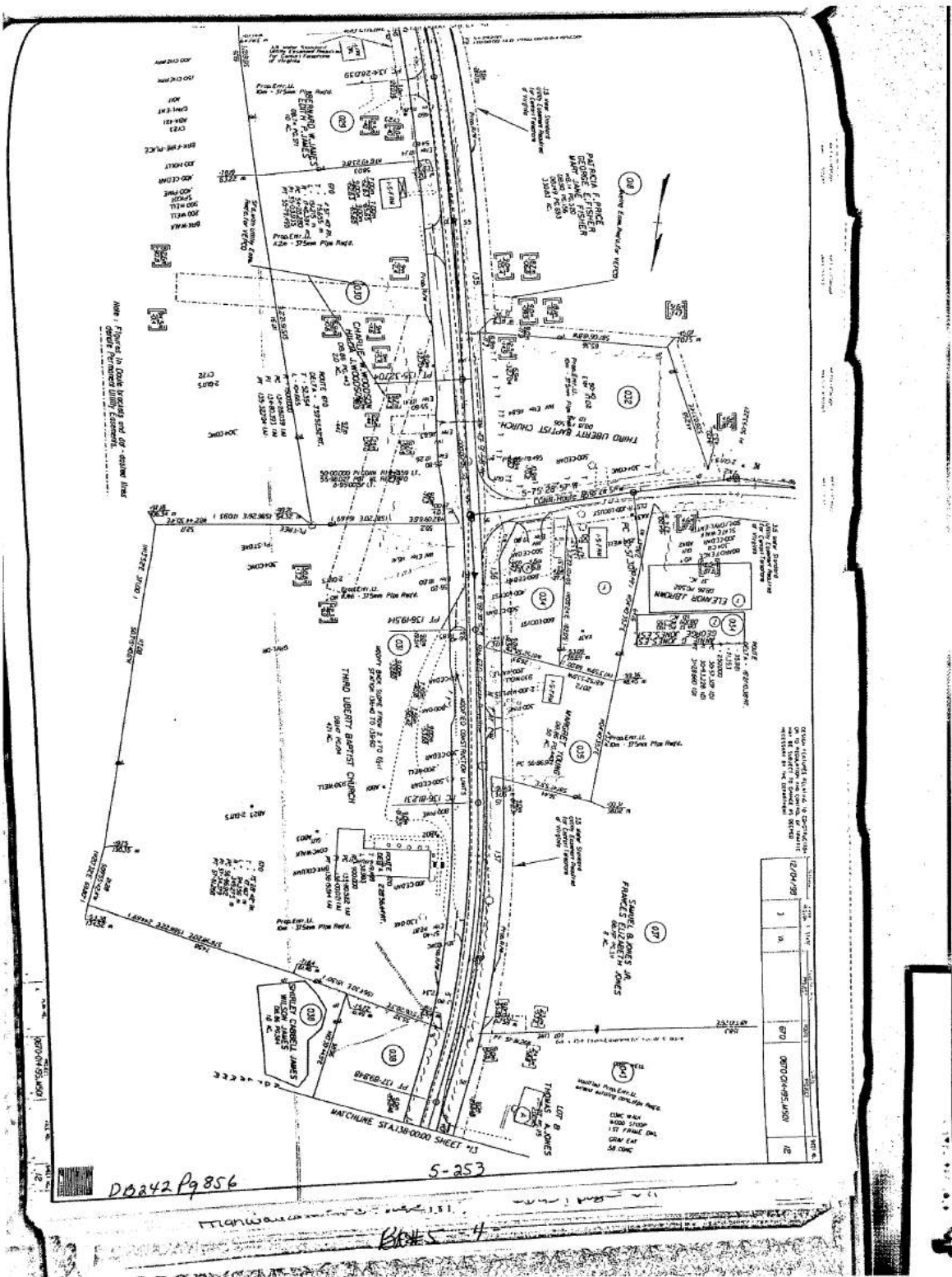
WITNESSETH: That in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, and for other good and valuable considerations, the Owner grants to the Company, its successors and assigns, the right, privilege and easement of right of way, to construct, operate and maintain a pole line for the transmission and distribution of electricity, including all telephone, telegraph and other wires, poles, attachments, ground connections, equipment and accessories desirable in connection therewith, and including the wires and attachments of any other company or person, over, upon and across the property of the Owner situated in Buckingham County, Virginia, and more particularly described below.

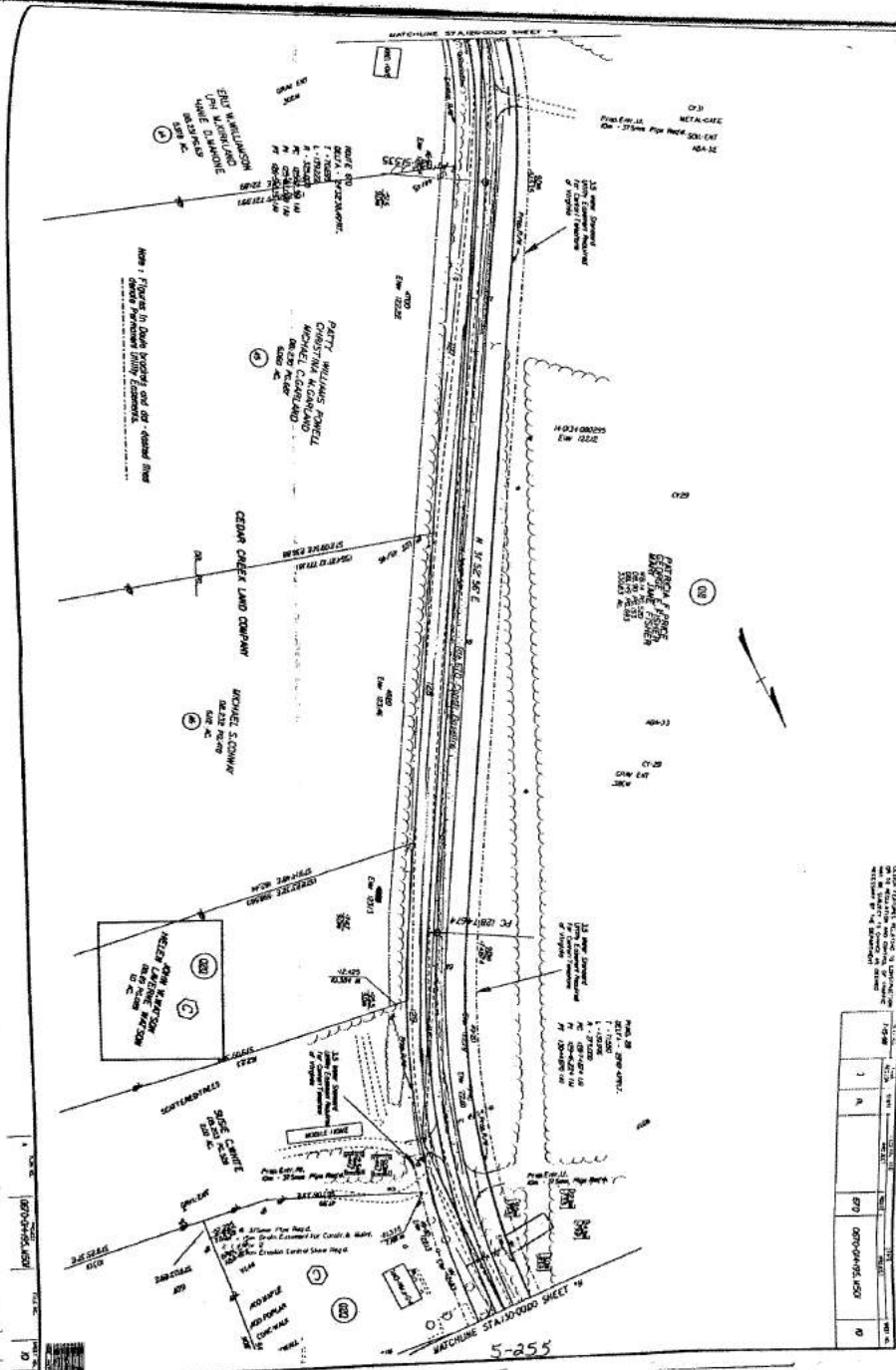
The lands and property of the Owner over, upon and across which this easement of right of way is hereby granted, and the course heretofore located and marked out for the construction, operation and maintenance of said pole line, are shown on the plan marked CHER - 122, hereto attached and made a part of this agreement, the location of the center line of said right of way being shown in red lines on said plan.

... hereto that the poles, wires, attachments,

#248
Examined
& Mailed to
Va Electric &
Power Co.
Richmond, Va
4-27-48

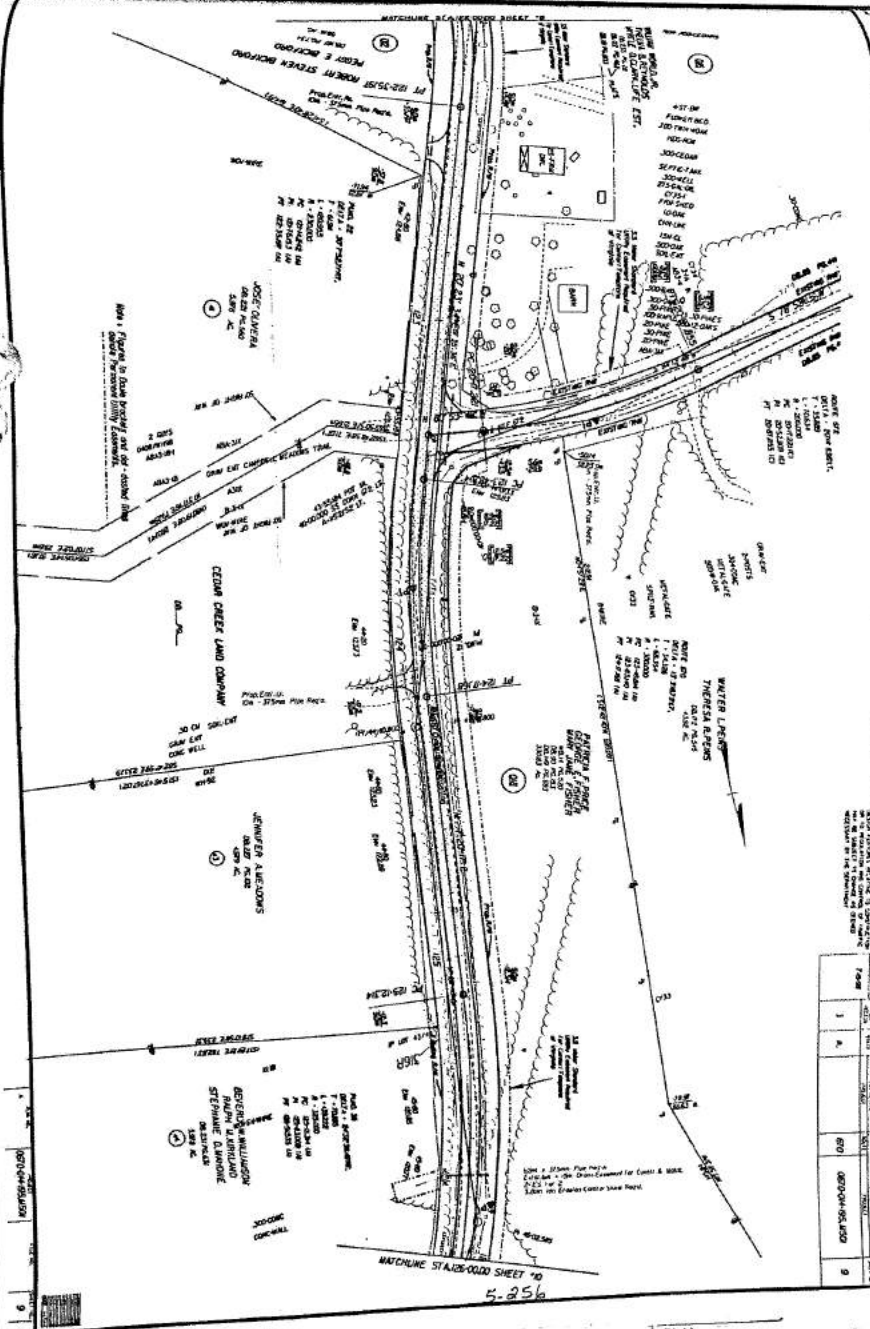
**ARVONIA II
PROJECT
DEEDS**





1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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BOOKS - 4



...in said Office and upon the certificate of acknowledgment thereto annexed, admitted to record at 11.20 A. M.

Testes:

Can. H. H. H.

Clerk.

Virginia Public Service Company

vs

Reuben B. Hudgins et als.

Certificate of Officer
Administering Oath.

37-345

State of Virginia
Buckingham County, to-wit:

I, Arthur Panton, a Notary Public for the County aforesaid, do certify that E. B. Glover, C. H. Agee, P. J. Shepherd and T. A. Maxey have this day made oath before me that they will faithfully and impartially ascertain what will be a just compensation for such land, (or for such interest or estate in the land) of the freehold whereof Reuben B. Hudgins and others are tenants, and for such other property as is proposed to be taken by the Virginia Public Service Company for its purposes, and award the damages, if any, resulting to the adjacent and other property of said tenants or owners, and to the property of any other person, beyond the peculiar benefits that will accrue to such properties, respectively, from the construction and operation of the company's works, and will truly certify the same.
Given under my hand this 18th day of May, 1936.

Arthur Panton M. P.
Notary Public.

Report of Commissioners.

We, E. B. Glover, C. H. Agee, P. J. Shepherd and T. A. Maxey, commissioners appointed by the Circuit Court of the County of Buckingham, to ascertain what will be a just compensation for such part of the land (or of such interest or estate in the land), of the freehold whereof Reuben B. Hudgins and others are tenants, and for such other property as is proposed to be taken by the Virginia Public Service Company, and to assess the damages, if any, resulting to the adjacent or other property of said tenants and owners, or to the property of any other person, beyond the peculiar benefits that will accrue to such properties, respectively, from the construction and operation of the company's works, do certify that on the 18th day of May, 1936, the day designated in said order (or the day to which we were regularly adjourned from the day designated in said order) we met together on the said part of the land, the limits of which part were then and there described to us as follows: to-wit: Beginning at a point on the property line between R. B. Hudgins and Wesley Austin approximately 11 ft. northwest of a corner, thence, with this property line, in a southeasterly direction, 11 ft. to a corner of the property of R. B. Hudgins, Wesley Austin and Thomas Brown, thence, along the property line between R. B. Hudgins and Thomas Brown, in a Southwesterly direction, 92 ft., to a corner, thence turning abruptly to the left and continuing along the property line between R. B. Hudgins and Thomas Brown, in a Southeasterly direction 27 ft., thence S 14° 05' W. 2760 ft., to a point on the property line between R. B. Hudgins and W. P. Davis, thence, along this property line in a southwesterly direction, 143 ft., thence 14° 05' E. 2946 ft., to the beginning, as shown on blue print #101141, Located in Buckingham County and con-

taining 6.46 acres. There will be six poles erected on this tract.

And after being duly sworn, upon a view of the part aforesaid and of the adjacent and other property of said owner, and of the property of other persons who will be damaged in their property by the construction and operation of the works of said company; and upon such evidence as was before us, we are of opinion, and do ascertain, that for the said part (or for the interest or estate in the part), and for the other property so taken \$800.00 will be a just compensation, and the damages to the adjacent and other property of said tenant or owner, and to the property of other persons, who will be damaged in their property by reason of the construction and operation of the works of said Company, beyond the peculiar benefits that will accrue to such properties, respectively, from the construction and operation of such works are: None.

Given under our hands this 18th day of May, 1936,

E. B. Glover,

C. H. Agee

T. A. Maxey

P. J. Shepherd
COMMISSIONERS.

Virginia Public Service Company
vs

Reuben B. Hodgins, Lucy J. Hodgins, R. H. Goode, Trustee,
S. W. Skelly, Trustee, Ranson Bethers and John B.
Boatwright, Trustee.

Order June 28-1936

It appearing to the Court that the report of E. B. Glover, C. H. Agee, P. J. Shepherd, and T. A. Maxey, the commissioners appointed by order of this court on the 15th day of May, 1936, for the purpose of ascertaining a just compensation for the land and other property (or for the interest or estate therein) proposed to be condemned in these proceedings, and awarding the damages, if any, resulting to the adjacent or other property of the owner, or to the property of any other person, beyond the peculiar benefits that will accrue to such properties respectively, from the construction, and operation of the said company's works, was duly returned to and filed in the Clerk's Office of this Court on the 18th day of May, 1936, together with the certificate of the officer administering the oath, attached thereto, where it has remained for thirty days and no cause being shown against the report, the court doth now confirm the said report and order that the same be recorded, and it appearing to the Court from the receipt of the Clerk filed in the papers of this cause that the award made by the said commissioner has been paid by the said Company to the Clerk of this Court, the Court doth adjudge, order and decree that the Clerk of this Court do forthwith pay the said award to the Federal Land Bank of Baltimore as the holder of the first lien on the said land, or to John B. Boatwright, Attorney for the said bank, the same to be credited on the lien of the said bank on the lands mentioned in this cause; and nothing further remaining to be done in this cause, it is ordered stricken from the docket.

To Carrie S. Hubard, Clerk. Entered: Robt. F. Hutcheson,

Virginia: In the Clerk's Office of the Circuit Court of Buckingham County, June 28rd, 1936. This order confirming Commissioners' report previously filed, was this day received in said Office and together with said report recorded.

Teste:

Carrie S. Hubard

Clerk.

Virginia Pub
A. J. R. Corna

I, Arthur P.
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undersigned's interest in that certain Security Instrument (whether designated a Security Deed, Mortgage, Deed of Trust or otherwise) from James Henry & Dora Brown (wife) to Wise Homes Inc. of Lynchburg, dated the 29th day of November 1960, and appearing of record in Book #66 Page 275, in the office of the Clerk of Court in Buckingham County, Virginia, together with the indebtedness and evidences of indebtedness thereby secured, the property and property rights herein described and thereby conveyed and encumbered, and all of the rights, liens, powers, privileges and prerogatives thereby created and conferred, said Security Instrument having heretofore been assigned to the undersigned.

IN WITNESS WHEREOF, the said WISE HOMES INC. OF WAYNESBORO acting by and through its thereunto duly authorized officers, has caused this instrument to be executed on the 12th day of September, 1962.

WISE HOMES INC. OF WAYNESBORO
As Successor to
WISE HOMES INC. OF LYNCHBURG

By C. T. Morgan, Its Vice Presiden(SEAL)

ATTEST: Louis M. Sirkis

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, the undersigned, a Notary Public in and for the said County and State, certify that before me this day came C. T. Morgan and Louis M. Sirkis, Vice President and Secretary, respectively of Wise Homes Inc. of Waynesboro, personally well known to me, who acknowledged that they, being informed of the contents thereof, executed the foregoing instrument bearing date the 12th day of September, 1962, by signing and delivering said instrument in the name and upon behalf of said corporation as such Vice President and Secretary, respectively, for the consideration stated and the purposes therein expressed; that the same is their free act and deed as such officers, respectively, and the free and voluntary corporate act of the Corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the Corporate Seal of said Corporation.

WITNESS my hand and official seal this 18th day of September, 1962.

Jean I. Eades, Notary Public (SEAL)

My Commission expires: February 2, 1964

VIRGINIA in the clerk's office of Buckingham County. This ^{assignment} deed was this day presented in said office with certificate of acknowledgement annexed. Admitted to record at 9:00 A.M., on November 3, 1962, and indexed.

ATTEST: John C. Spencer, Clerk

EL-V-360.0

THIS AGREEMENT, made this 12th day of October, 1962, between Willard G. Fisher and Allyce E. Fisher, his wife, of Louisa County, Virginia, hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether

#464
transferred to
W. E. Brown &
Richard, Jr.
11-6-62

one or more or masculine of feminine), and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH: That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the right, privilege and easement of right of way to construct, operate and maintain a pole line for transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), and including all telephone wires and attachments of any other company, over, upon, and across the lands of Owner, situated in Buckingham County, Virginia, as shown on Plat No. CH-152-62, hereto attached and made a part of this agreement; the location of said right of way being shown in broken lines on said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable, including the right to increase or decrease the number of wires.

Company shall at all times have the right to trim, cut and keep clear all trees, limbs, undergrowth and other obstructions along said pole line or adjacent thereto that may endanger the safe and proper operation of its facilities. All trees and limbs cut by Company at any time shall remain the property of Owner. Trees cut by Company with merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested by Owner and will be placed in piles separate from other trees, limbs and undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way and lying between public or private roads and the right of way in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection, or maintenance of Company's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Company within thirty days after such damage occurs.

The Owner covenants that he is seized of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

WITNESS the following signatures and seals:

Willard G. Fisher (SEAL)

Allyce E. Fisher (SEAL)

This deed is made under the provisions of Sections 59 and 60 of Title

THIS AGREEMENT, Made this 12th day of August, 1926,
between Willard G. Fisher, Jr., Single

hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more); and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia corporation, hereinafter called "Company."

W I T N E S S E T H:

That for the sum of two hundred and eighty two Dollars (\$ 282.⁰⁰), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the perpetual right, privilege and easement of right of way to construct, operate and maintain one or more lines of poles, towers or structures, as Company may from time to time deem expedient or advisable, for the purpose of transmitting and distributing electric power by one or more circuits, including all wires, poles, towers, attachments, ground connections, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), upon a certain easement of right of way over, upon and across the lands of Owner situated in Buckingham County, Virginia, said easement of right of way, all or a portion of which is situated on property of Owner, was granted Virginia Public Service Company, a predecessor of Company, by Ruben B. Hudgins, et al, by agreement dated June 23, 1936, recorded in the Clerk's Office of the Circuit Court of said County in Deed Book 37, page 349.

The facilities installed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate such facilities on such right of way, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable. The facilities shall be constructed in accordance with national safety codes in effect at the time of construction.

Company shall at all times have the right to keep the right of way clear of all buildings or structures (except fences), trees, stumps, roots and undergrowth, and shall have the further right to trim or fell any tree outside the right of way which, in the opinion of Company, constitutes a hazard to or may endanger the safe or proper operation of its facilities. Such a tree shall be any tree which in falling or being felled could come within ten feet of any conductor. All trees felled outside the right of way shall be paid for by Company at their then local market value.

Company shall repair damage to fences or other improvements and shall pay Owner for any damage to crops, either inside or outside the right of way, when such damage results from the construction, inspection or maintenance of Company's facilities and its exercise of the right of ingress and egress provided Owner gives written notice thereof to Company within thirty days after such damage occurs.

Owner covenants that he is seized of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

WITNESS the following signature _____ and seal _____

William J. McDevitt (SEAL)

(SEAL)

STATE OF VIRGINIA)
County of Stafford) To-wit:

I, William J. McDevitt, a Notary Public in and for the
County aforesaid,
State of Virginia at Large, whose commission expires on the 12th day of
February, 1976, do hereby certify that _____
William J. McDevitt, Jr.

whose name W. J. McDevitt signed to the foregoing writing dated the 12th day of
August, 1976, acknowledged the same before me in the
County of Stafford aforesaid this 12th day of August
1976.

William J. McDevitt
Notary Public

WITNESSES in the Clerk's Office of the Circuit Court of Stafford County, 9-14-1976,
the foregoing Bill was this day presented in said office and thereupon together with the certificate
thereto annexed, admitted to record at 2:30 P.M. by W. J. McDevitt by power by Sec. 58-53 (b) paid
ATTEN: W. J. McDevitt CLERK

VIRGINIA POWER

2901 Charles City Road

Richmond, Virginia 23231-4527

BOOK 242 PAGE 090

Right of Way Agreement



VIRGINIA POWER

COR 16-10-04

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 2 day of February, 19 99, by and between

George E. FISHER; in his own right, and as Executor of the Estate of Willard G. FISHER, Jr., and as ~~successor~~ ^{executor} for Mary Jane FISHER, ~~deceased~~ ^{deceased} Mar. 2-9-99 formerly Mary Jane F. Breschel; and Patricia F. PRICE.

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, including but not limited to the right:

1.1. to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment,

Initials: PJP MP
Prepared By: Virginia Electric and Power Company

Form No. 725493(Mar 82)
(Formerly 720492, 720493, 720511 and 720512)
Overhead and Underground Easement
(Page 1 of ____ Pages)

BOOK 242 PAGE 091



Right of Way Agreement

COR 16-10-04

accessories and appurtenances desirable in connection therewith; the width of said easement shall extend (4.6M) fifteen by (6M) (15 x 20) feet in width across the lands of GRANTOR; and, twenty

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend (4.6M) fifteen by (6M) (15 x 20) feet in width across the lands of GRANTOR. twenty

2. The easement granted herein shall extend across the lands of GRANTOR situated in Buckingham County, Virginia, as more fully described on Plat No. 0097-0125, which is attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, relop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the rights granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private

Initials:

P7P

Ref.

Form No. 720493(Mar 92)
(Formerly 720492, 720493, 720511 and 720512)
Overhead and Underground Easement
(Page 2 of ____ Pages)

BOOK 242 PAGE 092



Right of Way Agreement

COR 16-10-04

roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

6. GRANTEE shall repair damage to roads, fences or other improvements outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property outside the boundaries of the easement caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs.

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights granted hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences and below ground obstructions as long as said fences and below ground obstructions do not interfere with GRANTEE's exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE's exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR shall reimburse GRANTEE for the costs thereof and convey to GRANTEE an equivalent easement at the new site.

8. GRANTEE shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed and acknowledged by GRANTOR contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: P7P 144

Form No. 720483 (Rev. 8/71)
(Formerly 720482, 720483, 720511 and 720512)
Overhead and Underground Easement
(Page 3 of ____ Pages)

BOOK 242 PAGE 093



VIRGINIA POWER

Right of Way Agreement

COR 16-10-04

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

WITNESS the following signatures and seals:

George E. Fisher Jr. (SEAL)
George E. Fisher; in his own right, and
as Executor of the Estate of Willard G.
Fisher, Jr., and as guardian for Mary Jane
Fisher, formerly Mary Jane F. Breschel

Patricia F. Price (SEAL)
Patricia F. Price

State of Virginia
City/County of Nelson

The foregoing Instrument was acknowledged before me this 2nd day of February 1999
by Patricia F. Price

Elaine W. Finney
Notary Public

My commission expires: 31 December 2008



BOOK 242 PAGE 094

Right of Way Agreement



VIRGINIA POWER

COR 16-10-04

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

WITNESS the following signatures and seals:

George E. Fisher, Jr. (SEAL)
George E. Fisher; in his own right, and
as Executor of the Estate of Willard G.
Fisher, Jr., and as guardian for Mary Jane
Fisher, formerly Mary Jane F. Breschel

Patricia F. Price (SEAL)

State of Virginia

City/County of Crossville

The foregoing instrument was acknowledged before me this 9th day of February 1999
by George E. Fisher

Cheryl A. Fiddler
Notary Public

My commission expires: 30 September 1999

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

St. R. Tax	115
Co. R. Tax	05
Transfer	
Clerk	14.00
Lib. (145)	1.00
T.T.F.	3.00
Grantor Tax	18.00
TOTAL	

The foregoing instrument with acknowledgment
was admitted to record on 4/7 1999
at 2:35 P.M. in D.B. 242 Page (s) 90-95
Teste: MALCOLM BOOKER, JR., CLERK
BY: Jane Bryant DEPUTY CLERK

Form No. 725031 (Aug 81)
Individual Signature Page
(Page ___ of ___ Pages)

See
Drawing on
next page

OWNERS:
GEORGE E. FISHER
PATRICIA F. PRICE

OWNER'S
INITIALS *PFP*

OWNER'S
INITIALS *Def*

N/F
THIRD LIBERTY
BAPTIST CHURCH

RT 670

N/F
WOODSON

N/F
THIRD
LIBERTY
BAPTIST

N/F
JAMES

VDOT PROJECT
0670-014-195, MS01

Legend

Location of Boundary Lines of Right of Way

NOT TO SCALE

Form No. 750-000/000
Plat No. 0750000



VIRGINIA POWER

Virginia Electric and Power Company
District

Plat to Accompany Right-of-Way Agreement COR 16		
FARMVILLE		
District-Township-Borough	County-City	State
MARSHALL	BUCKINGHAM	VA
Office	Plat Number	
CENTRAL DIVISION	0007-0125	
Estimate Number	Grid Number	
63-702-00141	G 0409	
Date	By	
4-24-97	BETSY WEBSTER	

PREPARED BY VDOT
UNDER THE SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL

R/W- 16
Revised 02/97

Exempted from recordation taxes and
fees under Sections 58.1-811 (A) (3),
58.1-811 (C) (4), 58.1-3315, 25-249,
and 14.1-125.2 (D).

#962
THIS DEED, Made this 2nd day of March, 1999, by and between GEORGE E. FISHER, Executor
of the Estate of WILLARD G. FISHER, Jr., hereinafter designated as Grantor, and the COMMONWEALTH
OF VIRGINIA, Grantee,

WITNESSETH: In consideration of the sum of \$2,500.00 paid by the grantee to the grantor, receipt
of which is hereby acknowledged, the said grantor hereby grants and conveys unto said grantee in fee simple,
with general warranty, the land located in Marshall Magisterial District, in Buckingham County, and described
as follows:

Parcel No. 018

Being as shown on Sheets 9, 10, 11, and 12 of the plans for Route 670, State Highway Project 0670-
014-195,M501, and beginning on the North (right) side of connection Route 672 centerline, from a point in
the North existing Right of Way line of connection Route 672 opposite approximate connection Route 672
centerline Station 20+30, and ending on the West (left) side of the center of present Route 670, the lands now
or formerly belonging to Third Liberty Baptist Church opposite approximate Route 670 construction baseline
Station 135+18, and containing 8,839 square meters (2.18 acres), more or less, land, of which 3,669 square
meters (0.90 acre) is included in the existing right of way, and 5,170 square meters (1.28 acres), more or less,
are additional land; together with the permanent right and easement to use the additional areas shown as being
required for the proper construction and maintenance of drainage outlet ditches left of approximate Station
129+78 to Station 129+84 and left of approximate Station 132+59 to Station 132+82, containing 430 square
meters (0.10 acre), more or less; and being a part of the same land acquired by the grantor by devise under the
Will of Willard G. Fisher, Jr., dated June 11, 1965, probated September 23, 1982, a copy of which is recorded

in Will Book 14, page 520, in the office of the Clerk of the Circuit Court of said County.

For a more particular description of the land herein conveyed, reference is made to photocopies of said Plan Sheets No. 9, 10, 11, and 12 showing outlined in RED the land conveyed in fee simple; and in GREEN the permanent drainage easements; which photocopies are attached hereto as a part of this conveyance and recorded simultaneously herewith in State Highway Plat Book No. 5, Page 253-256

The grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect his property have been fully explained to him or his authorized representative.

The said grantor covenants that he is seized of the land in fee simple herein conveyed; that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the land, free from all encumbrances, and that he will execute such further assurances of the said land as may be requisite.

The said grantor covenants and agrees for himself, his heirs, successors and assigns, that the consideration hereinabove mentioned and paid to him shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the grantor which may result by reason of the use to which the grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

WITNESS the following signature and seal:

George E. Fisher, Executor of the Estate of Willard G. Fisher, Jr. (SEAL)

State of Virginia

City/County of Caroline

The foregoing instrument was acknowledged before me this 27th day of April

1999, by George E. Fisher, Executor of the Estate of Willard G. Fisher, Jr.

My Commission expires 30 September 1999

Charles A. Fields

Notary Public

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

St. R. Tax	
Co. R. Tax	
Transfer	
Clerk	17.00
Lib. (145)	1.00
T.T.F.	
Grantor Tax	
Total \$	18.00

The foregoing instrument with acknowledgment was admitted to record on 4/30 1999, at 1:50 P M. in D.B. 242 Page (s) 856-857
 Teste: MALCOLM BOOKER, JR., CLERK
 BY: Ann B. Cyrus, DEPUTY CLERK

#399

BOOK 252 PAGE 216

Form 1196 1-86
Virginia

EASEMENT

Parcel 018
Drafted By: Sprint
Rt. 5, Box 650
Farmville, VA 23901

KNOW ALL MEN BY THESE PRESENTS:

That for valuable consideration hereby acknowledged, the undersigned hereby grants and conveys unto Central Telephone Company of Virginia, its successors and assigns forever, a right of way easement to construct, install, operate, maintain, replace and remove a communication system consisting of such poles, fixtures, guys, anchors, cables, buried cables, posts, terminals, location markers, conduits and other appurtenances, as the grantee may, from time to time require upon, under, across and over certain land owned by the grantor or in which the grantor has an interest, situated in the Magisterial District of Marshall, County of Buckingham, State of Virginia, and more particularly described as follows, to wit: (give width and location of easement strip.)

Property is located on the west side of State Route 670 at its intersection with Route 672. Property is bounded on the south by Route 672, on the east by Route 670, and on the north by Route 759 and Third Liberty Baptist Church.

Right of way shall be a 3.5 meter strip beginning at Route 672 and extending northward to north property line, then westward along north property line, and then northward to the south right of way of Route 759, and upon, under, along and over the roads, streets and highways adjoining the said land.

The easement hereby granted includes the right of ingress and egress over, under and across the lands of the grantor for the purpose of exercising the rights herein granted, the right to open and close fences, the right to trim, top, retrim and retop, or cut any trees or brush along said right of way now or at any time so as to give and maintain a clearance of at least 10 feet for all wires and facilities, and the right to carry in said system the wires, cables, circuits and appurtenances of any other person or communication or electric company.

Post Office of Grantor: P.O. Box 296 Loringston, VA 22949

IN WITNESS WHEREOF, we have set our hands and seals this 2 day of February, 1999.
IN THE PRESENCE OF:

George E. Fisher (SEAL)
George E. Fisher, in his own right, and as Executor of the Estate of Willard G. Fisher, Jr., and as guardian for Mary Jane Fisher, formerly Mary Jane F. Breschel
Patricia F. Price (SEAL)
Patricia F. Price

ACKNOWLEDGMENT OF GRANTOR

State of Virginia, Cum gratia of Nelson, to wit:

I, Elaine W. Loring, a Notary Public for the County aforesaid, in the State of Virginia, do certify that
Patricia F. Price

signed to the writing above bearing date on the 2nd day of February 19 99, has acknowledged the same before me in my County aforesaid.

Given under my hand this 2nd day of February 19 99

Elaine W. Loring
Notary Public

My Commission expires 31 December 2002

Project: 0670-014-195, M501 Buckingham County - Arvon Exchange
VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY

St. R. Tax
Co. R. Tax
Transfer
Clerk
Lib. (145)
T.T.F.
Grantor Tax
Total \$

115
03
1260
150
250
1600

The foregoing instrument with acknowledgment was admitted to record on 3/6/00 at 9:00 A.M. in D.B. 252 Page(s) 216
Teste: MALCOLM BOOKER, JR., CLERK
BY: Jan Bryant, DEPUTY CLERK



859

Prepared by McClure, Callaghan & Atkins
Tax Map 43-51

THIS DEED dated this 14th day of April, 2005, by and between CLEVELAND MILTON PRICE, III, the Grantor, and DICK PURCELL LAND, CATTLE and TIMBER CORPORATION, a Virginia corporation, and JOHN E. BICKFORD, the Grantees, whose mailing address is: P. O. Box 308, Louisa, VA 23093;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$435,000.00), by cash in hand paid, the receipt of which is hereby acknowledged, and at the instruction of Blue Ridge Title/CTIC, LLC, qualified intermediary in a tax-deferred exchange, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY and ENGLISH COVENANT OF TITLE an eighty percent (80%) undivided interest to DICK PURCELL LAND, CATTLE and TIMBER CORPORATION, a Virginia corporation, and a twenty percent (20%) undivided interest to JOHN E. BICKFORD in all that certain tract or parcel of land, situate, lying and being in the Marshall Magisterial District of Buckingham County, Virginia, containing 329.55 acres, more or less, and more particularly described as Parcel One on plat of Donald R. Maxey, C.L.S., dated January 23, 1996, recorded in the Clerk's Office of the Circuit Court of Buckingham County, Virginia, in Plat Book 4, page 57 (now at Plat Card A, Slide 72), LESS AND EXCEPT that certain strip or parcel of land containing 1.28 acres conveyed to the Commonwealth of Virginia by deed dated March 2, 1999, recorded in said Clerk's Office in Deed Book 242, page 856; being the same property conveyed to Cleveland Milton Price, III by deed of gift of Patricia F. Price dated April 1, 2003, recorded in said Clerk's Office in Deed Book 288, page 68.

This conveyance is made subject to all easements, restrictions, reservations and conditions contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by limitation of time contained therein or have not otherwise become ineffective.

BOOK 314 PAGE 664

WITNESS the following signature and seal:

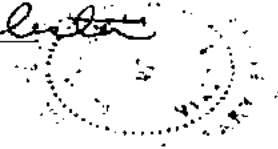
Cleveland Milton Price, III (SEAL)
Cleveland Milton Price, III

STATE OF VIRGINIA AT LARGE
COUNTY OF ALBEMARLE, to-wit:

The foregoing was acknowledged before me this 21 day of April, 2005, by Cleveland Milton Price, III.

My commission expires: August 31, 2007

Deborah B. Welton
Notary Public



035 Rec Fee	1.00	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
St. R. Tax	1087.50	
Co. R. Tax	362.50	
Transfer	1.00	
Clerk	19.50	
Lib. (145)	1.50	
T.T.F.	5.00	
Grantor Tax	425.00	
036 Proc.Fee	13.50	
Total \$	1928.00	

The foregoing instrument with acknowledgement
was admitted to record on 4/25/2005
at 11:25 A M. in D.B. 314 Page(s) 663-664
Teste: MALCOLM BOOKER, JR., CLERK
BY Jim Bryant, DEPUTY CLERK

#07-800

Return recorded deed to:
James P. Seidl, Esquire
James P. Seidl Law Offices, PC
5672 Flintstone Drive, Suite 100
Barboursville, Virginia 22923-2810

BOOK 343 PAGE 540

43-51

The Code of Virginia §§58.1-811(A)(12) and (D) exempts this conveyance by deed from recordation taxes, including those imposed by §§58.1-801, 58.1-802 and 58.1-814.

**COMMONWEALTH OF VIRGINIA
COUNTY OF BUCKINGHAM
GENERAL WARRANTY DEED OF GIFT**

GRANTOR

JOHN E. BICKFORD, Married
As a Tenant in Common
P.O. BOX 192
NEW CANTON, VIRGINIA 23123

GRANTEE

JOHN E. BICKFORD and ETHEL P. BICKFORD, Initial Co-Trustees of
the JOHN AND ETHEL BICKFORD
LIVING TRUST, Dated JANUARY 17,
2006
P.O. BOX 192
NEW CANTON, VIRGINIA 23123

Date of this Deed: **JANUARY 17, 2006**

Consideration: \$0

Acreage (according to Real Estate Assessment's Office): **329.55 acres ±**

Tax Map Number: **#43-51**

Property's Address: **New Canton, Virginia**

WITNESS:

That for estate planning purposes, and for no monetary consideration, the Grantor does hereby give, grant and convey with General Warranty of Title, to the Grantee, and Successors in Trust and Assigns, the following described property, lot, tract, or parcel of land, together with improvements thereon, situate, lying and being in the **MARSHALL MAGISTERIAL DISTRICT, COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA:**

Containing 329.55 acres, more or less, and more particularly described as Parcel One on a plat of Donald R. Maxey, C.L.S., dated January 23, 1996, recorded in Plat Book 4 at page 57, (now at Plat Card A, Slide 72), among the Land Records of the **COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA**, less and except a strip of land containing 1.28 acres, conveyed to the Commonwealth of Virginia, by Deed dated March 2, 1999, and recorded at Deed Book 242, page 856, among said Land Records.

Being the same property as that conveyed by Deed dated April 14, 2005, from **CLEVELAND MILTON PRICE, III**, by which **DICK PURCELL LAND, CATTLE and TIMBER CORPORATION**, a

Virginia Corporation, received an eighty percent (80%) undivided interest in this property, as a tenant in common with JOHN E. BICKFORD, who received the remaining twenty percent (20%) undivided interest in this property. Such Deed of April 14, 2005, was recorded April 25, 2005 among the Land Records of the COUNTY OF BUCKINGHAM, VIRGINIA, in Deed Book 314, beginning at page 663.

Together with all its appurtenances, and subject to all other conveyances, exceptions, easements, rights of way, covenants, conditions, restrictions and other instruments of record, or which may be apparent on the premises, as well as ordinances, codes, and regulations, legally affecting the property.

THE TRUSTEE, OR SUCCESSOR IN TRUST, UNDER THE TERMS OF THE JOHN AND ETHEL BICKFORD LIVING TRUST, DATED JANUARY 17, 2006, AS MAY BE AMENDED FROM TIME TO TIME, HEREAFTER THE TRUST, TO HAVE AND TO HOLD SUCH PROPERTY, IN FEE SIMPLE, FOR THE BENEFIT OF JOHN E. BICKFORD AND ETHEL P. BICKFORD, OR THEIR SUCCESSOR BENEFICIARIES IN TRUST.

TO FURTHER HAVE AND TO HOLD the property with full power and authority given to the Grantee, and Successors in Trust and Assigns, subject to the terms of the Trust, to protect, conserve and manage; to sell, convey, exchange or otherwise dispose; to lease, and to extend, terminate or modify a lease; to pledge, assign, encumber, mortgage, or subdivide; and to grant options, licenses and easements for utility or other purposes across, over and under the property.

All of these foregoing powers may be exercised by the Grantee from time to time, for any period of time, under such terms and conditions, with or without consideration, pertaining to the property either in whole or in part, including any improvements, in the sole discretion of the Grantee.

The Grantee is hereby empowered to execute, acknowledge and deliver such deeds, deeds of trust, leases and other instruments necessary to carry out the foregoing powers.

No party, including any purchaser, lessee or lender, dealing with the Grantee or Successor in Interest will be obligated or liable: (i) to see to the application of the proceeds from any transaction involving the property; (ii) to see that the terms of the Trust have been complied with; (iii) to inquire into the authority, necessity or expediency of any act of the Grantee or Successor in Interest; or (iv) be privileged to inquire into, review or examine any of the terms of the Trust without the permission of the Grantee or Successor in Interest.

1 Every deed, deed of trust, mortgage, lease or other instrument executed
2 by the Grantee will be conclusive evidence in favor of every person claiming any
3 right, title or interest thereunder that: (i) at the time of the delivery of such in-
4 strument, the Trust was in full force and effect; (ii) such instrument was exe-
5 cuted in accordance with the terms and conditions of such Trust, however
6 amended, and is binding upon all beneficiaries of the Trust; (iii) the Grantee
7 was duly authorized and empowered to execute and deliver every such instru-
8 ment; and (iv) if such instrument is executed by, or such transaction involves,
9 a Successor in Trust or Assign, that such Successor or Assign has been prop-
10 erly appointed and fully vested with all of the title, estate, rights, powers, duties
11 and obligations of the Initial Grantee.

12 This Deed is governed by, and is to be read and construed with reference
13 to, Section 55-17.1 of the Code of Virginia, as amended, and now in force.

14 Co-, Joint or Ancillary Grantees or Trustees are empowered to act inde-
15 pendently in the exercise of any right, power or duty under this Deed. The
16 Grantee will have no individual liability or obligation whatsoever arising from
17 their ownership as Trustee of the legal title of said property or with respect to
18 any act done or contract entered into or indebtedness incurred by them, or ei-
19 ther of them, in dealing with said property or in otherwise acting as such Trus-
20 tee except only as far as the property and any trust funds in actual possession
21 of the Trustee will be applicable to the payment and discharge thereof.

22 The Grantor covenants that Grantor has the right to convey the property
23 to Grantee, that Grantee will have quiet possession of the property, that Gran-
24 tor has done no undisclosed act to encumber the property, and that Grantor
25 will execute such further assurances of the property as may be required.

26 The designation of Grantor and Grantee includes their heirs, successors
27 and assigns, and includes the singular, plural, masculine, feminine or neuter
28 as required by the context.

29 [Signature page follows.]

DEED

SIGNATURE PAGE

WITNESS the following signatures and seals:

John E. Bickford [Seal]
JOHN E. BICKFORD, Grantor

Ethel P. Bickford [Seal]
ETHEL P. BICKFORD, Joining the Grantor as his Wife

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
 COUNTY OF BUCKINGHAM

The foregoing Deed, consisting of **FOUR** pages, including this signature page, was acknowledged before me on **JANUARY 17, 2006**, by the Grantor, **JOHN E. BICKFORD**, joined by his wife, **ETHEL P. BICKFORD**.



James P. Seidl, Esq., Notary Public
 My Commission expires: December 31, 2006



This document prepared solely from information provided by the Grantor, and without title examination by:

James P. Seidl, Esquire
 James P. Seidl Law Offices, PC
 5672 Flintstone Drive, Suite 100
 Barboursville, Virginia 22923-2810

035 Rec Fee	1.00	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
St. R. Tax		
Co. R. Tax		
Transfer	14.30	The foregoing instrument with acknowledgement
Clerk	1.50	was admitted to record on 3/26/07
Lib. (145)	5.00	at 2:35 P.M. in D.B. 343 Page(s) 540-543
T.T.F.		Told: MALCOLM BOOKER, JR., CLERK
Grantor Tax		BY: <u>Gene Bryant</u> , DEPUTY CLERK
036 Proc. Fee	22.00	
Total \$		

#08-2036

THIS BOUNDARY LINE ADJUSTMENT DEED, made this 24th day of September, 2008, by and between H. CURTIS PEARSON, JR., party of the first part (grantor), and DICK PURCELL LAND, CATTLE and TIMBER, CORP., a Virginia corporation, party of the second part (grantee), and JOHN E. BICKFORD and ETHEL P. BICKFORD, Trustees of, for and under the John and Ethel BICKFORD Living Trust under a trust agreement dated January 17, 2006, party of the third part (grantees).

WITNESSETH, that for and in consideration of the sum of \$20.00 and other valuable consideration paid by the parties of the second and third parts to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby bargain, sell, grant and convey, with General Warranty and, except as hereinafter set forth, English Covenants of Title, unto the party of the second part, an eighty percent (80%) undivided interest, and unto the parties of the third part, a twenty percent (20%) undivided interest, in and to the following described real estate, to-wit:

SEE SCHEDULE A HERETO ATTACHED, WHICH IS INCORPORATED HEREIN VERBATIM BY THIS REFERENCE THERETO, FOR A COMPLETE DESCRIPTION OF THE LANDS HEREBY CONVEYED.

The aforesaid undivided interest hereby conveyed unto the parties of the third part is conveyed IN TRUST, NEVERTHELESS, TO HAVE AND TO HOLD said undivided interest in the real property described hereinabove (hereinafter "the Property"), in fee simple, upon the trusts, for the uses and purposes, and subject to the terms and provisions set forth herein and in the aforesaid Trust Agreement, including the following:

1. Full power and authority is hereby granted to the Trustees, and their successors, to: protect and conserve the Property; sell, contract to sell, and grant options to purchase the

Prepared By:
J. ROBERT SNODDY, II
Attorney and Counselor at Law
P.O. BOX 323
DULWYN, VIRGINIA 22600

Part of TM# 43-50
Title Insurance:

Property and any right, title or interest therein on any terms; exchange the Property or any part thereof for any other real or personal property upon any terms, convey the Property by deed or other conveyance to any grantee, with or without consideration; mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof, lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and, release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

2. No party dealing with the Trustees or their successors in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the trustees, shall be obligated or liable to: (a) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property; (b) see that the terms of the trust have been complied with; (c) inquire into the authority, necessity or expediency of any act of the Trustees; or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said trust.

3. Every deed, mortgage, lease or other instrument executed by the Trustees or their successors in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder that: (a) at the time of the delivery thereof the said trust was in full force and effect; (b) such instrument was executed in accordance with the terms and conditions of the Trust Agreement and is binding upon all beneficiaries thereunder; (c) the Trustees are duly authorized and empowered to execute and deliver every such instrument; and, (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

4. The Trustees shall have no individual liability or obligation whatsoever arising from Trustees' ownership as trustees of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by the Trustees in dealing with the Property, or in otherwise acting as trustees, except only so far as the Property and any trust funds in the actual possession of the Trustees shall be applicable to the payment and discharge thereof.

5. The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails, and proceeds arising from the rental, sale or other disposition of the Property; and, such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title, or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

6. This deed is governed by and is to be read and construed with reference to Section 55-17.1 of the Code of Virginia of 1950, as amended, and in force.

7. The Trustees shall hold title to the Property with the right to exercise any or all of the powers set forth from time to time in Section 64.1-57 of the aforesaid Code, the provisions of which are incorporated verbatim into this deed by this reference.

These foregoing conveyances are made expressly subject to any and all easements, restrictions, conditions and reservations which are: contained in duly recorded deeds, plats, and/or other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by limitation of time contained therein or have not otherwise become ineffective; or, apparent upon inspection of the premises. It is not the intent of this deed to reimpose any such easement, condition, restriction, or reservation.

Prepared By:
J. ROBERT BINGDOY, II
Attorney and Counselor at Law
P. O. BOX 325
DULWYN, VIRGINIA 23036

WITNESS the following signature and seal.

H. Curtis Pearson, Jr. (SEAL)
H. CURTIS PEARSON, JR.

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, to-wit:

I, J. Robert Snoddy, III, a notary public
in and for the county aforesaid, State of Virginia, do hereby
certify that H. CURTIS PEARSON, JR., whose name is signed to the
writing above, has acknowledged the same before me in my county
aforesaid.

Given under my hand this 30th day of September, 2008.

My commission expires 8/31/10.

Notary I.D. Number 110359

J. Robert Snoddy, III
NOTARY PUBLIC

Grantee's Addresses:

Purcell
P.O. Box 308
Louisa, VA 23093

Bickford
P.O. Box 192
New Canton, VA.
23123

SCHEDULE A

Attached to a deed dated September 24, 2008 from H. Curtis Pearson, Jr. to Dick Purcell Land, Cattle & Timber Corp. et al, to-wit:

All that certain tract or parcel of land, with improvements thereon and appurtenances thereunto belonging, situated in Marshall Magisterial District of Buckingham County, Virginia, containing Fourteen and sixty-seven/hundredths (14.67) acres, more or less, said lands fronting on Virginia Secondary Route #672 and being more particularly described by a plat of survey prepared by William W. Dickerson, Jr., L.S., dated September 12, 2008, which is attached hereto, made a part hereof, and recorded herewith in the Clerk's Office of the Circuit Court of Buckingham County in Plat Cabinet A, as part of slide 189E, to which plat reference is hereby made for a more complete and accurate description of said lands. Said lands being a portion of the lands conveyed as Tract 343 (Hudgins) unto H. Curtis Pearson, Jr. From GIC Virginia Timberlands, LLC, a Delaware limited liability company, by deed dated January 31, 2008, and recorded in the aforesaid Clerk's Office in Deed Book 355, at page 781 et seq. The lands hereby conveyed shall hereby become a part of the parcel depicted on the aforesaid Plat as "DICK PURCELL LAND, CATTLE & TBR CORP., D.B. 314, P.663, PLAT P.C. A-72", also known as TM #43-51 which is already owned by the parties of the second and third parts.

035 Rec Fee	1.00	
St. R. Tax	98.50	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
Co. R. Tax	33.83	
Transfer	1.00	The foregoing instrument with acknowledgement
Clerk	2.00	was admitted to record on 10/8 2008
Lib. (145)	2.00	at 10:45 AM. in D.B. 364 Page(s) 674-678
T.T.F.	10.00	Teste: MALCOLM BOOKER, JR., CLERK
Grantor Tax	39.50	BY: Jane Bryant, DEPUTY CLERK
036 Proc. Fee	10.00	
Total \$	223.83	

#08-2588

BOOK 366 PAGE 171

THIS DEED, made this 14th day of November, 2008, by and between H. CURTIS PEARSON, JR., party of the first part (grantor), and DICK PURCELL LAND, CATTLE and TIMBER CORP., a Virginia corporation, party of the second part (grantee), and JOHN E. BICKFORD and ETHEL P. BICKFORD, Trustees of, for and under the John and Ethel BICKFORD Living Trust under a trust agreement dated January 17, 2006, party of the third part (grantees).

WITNESSETH, that for and in consideration of the sum of \$20.00 and other valuable consideration paid by the parties of the second and third parts to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby bargain, sell, grant and convey, with General Warranty and, except as hereinafter set forth, English Covenants of Title, unto the party of the second part, an eighty percent (80%) undivided interest, and unto the parties of the third part, a twenty percent (20%) undivided interest, all in and to the following described real estate, to-wit:

SEE SCHEDULE A HERETO ATTACHED, WHICH IS INCORPORATED HEREIN VERBATIM BY THIS REFERENCE THERETO, FOR A COMPLETE DESCRIPTION OF THE LANDS HEREBY CONVEYED.

The aforesaid undivided interest hereby conveyed unto the parties of the third part is conveyed IN TRUST, NEVERTHELESS, TO HAVE AND TO HOLD said undivided interest in the real property described hereinabove (hereinafter "the Property"), in fee simple, upon the trusts, for the uses and purposes, and subject to the terms and provisions set forth herein and in the aforesaid Trust Agreement, including the following:

1. Full power and authority is hereby granted to the Trustees, and their successors, to: protect and conserve the Property; sell, contract to sell, and grant options to purchase the

Prepared By:
C. ROBERT SHODDY, III
Attorney and Counselor at Law
P. O. BOX 328
LUMPKIN, VIRGINIA 22980

Part of TM# 43-50
Title Insurance:
Fidelity National Title

Property and any right, title or interest therein on any terms; exchange the Property or any part thereof for any other real or personal property upon any terms, convey the Property by deed or other conveyance to any grantee, with or without consideration; mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof, lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and, release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

2. No party dealing with the Trustees or their successors in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the trustees, shall be obligated or liable to: (a) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property; (b) see that the terms of the trust have been complied with; (c) inquire into the authority, necessity or expediency of any act of the Trustees; or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said trust.

3. Every deed, mortgage, lease or other instrument executed by the Trustees or their successors in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder that: (a) at the time of the delivery thereof the said trust was in full force and effect; (b) such instrument was executed in accordance with the terms and conditions of the Trust Agreement and is binding upon all beneficiaries thereunder; (c) the Trustees are duly authorized and empowered to execute and deliver every such instrument; and, (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

4. The Trustees shall have no individual liability or obligation whatsoever arising from Trustees' ownership as trustees of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by the Trustees in dealing with the Property, or in otherwise acting as trustees, except only so far as the Property and any trust funds in the actual possession of the Trustees shall be applicable to the payment and discharge thereof.

5. The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails, and proceeds arising from the rental, sale or other disposition of the Property; and, such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title, or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

6. This deed is governed by and is to be read and construed with reference to Section 55-17.1 of the Code of Virginia of 1950, as amended, and in force.

7. The Trustees shall hold title to the Property with the right to exercise any or all of the powers set forth from time to time in Section 64.1-57 of the aforesaid Code, the provisions of which are incorporated verbatim into this deed by this reference.

These foregoing conveyances are made expressly subject to any and all easements, restrictions, conditions and reservations which are: contained in duly recorded deeds, plats, and/or other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by limitation of time contained therein or have not otherwise become ineffective; or, apparent upon inspection of the premises. It is not the intent of this deed to reimpose any such easement, condition, restriction, or reservation.

WITNESS the following signature and seal.

H. Curtis Pearson, Jr. (SEAL)
H. CURTIS PEARSON, JR.

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, to-wit:

I, Rebecca J. Lightfoot, a notary public
in and for the county aforesaid, State of Virginia, do hereby
certify that H. CURTIS PEARSON, JR., whose name is signed to the
writing above, has acknowledged the same before me in my county
aforesaid.

Given under my hand this 19th day of November, 2008.

My commission expires 11.30.2012.

Notary I.D. Number 7159845



Rebecca J. Lightfoot
NOTARY PUBLIC

Grantee's Addresses:

Purcell
P.O. Box 308
Louisa, VA 23093

Bickford
P.O. Box 192
New Canton, VA 23123

SCHEDULE A

Attached to a deed dated November 14, 2008 from H. Curtis Pearson, Jr. to Dick Purcell Land, Cattle & Timber Corp. et al, to-wit:

All that certain tract or parcel of land, with improvements thereon and appurtenances thereunto belonging, situated in Marshall Magisterial District of Buckingham County, Virginia, containing Seventy-six and seventy-eight/hundredths (76.78) acres, more or less, said lands fronting on Virginia Secondary Route #672 and being more particularly described as "76.78 Ac." by a plat of survey prepared by William W. Dickerson, Jr., L.S., dated September 12, 2008, and recorded in the Clerk's Office of the Circuit Court of Buckingham County in Plat Cabinet A, at slide 189-F, to which plat reference is hereby made for a more complete and accurate description of said lands. Said lands being the residue of the lands conveyed as Tract 343 (Hudgins) unto H. Curtis Pearson, Jr. From GIC Virginia Timberlands, LLC, a Delaware limited liability company, by deed dated January 31, 2008, and recorded in the aforesaid Clerk's Office in Deed Book 355, at page 781 et seq.

035 Rec Fee	1.00	
St. R. Tax	324.50	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
Co. R. Tax	123.00	
Transfer	1.00	The foregoing instrument with acknowledgement
Clerk	14.50	was admitted to record on 12/4 2008
Lib. (145)	1.50	at 1:25 P.M. in D.B. 366 Page(s) 171-175
T.T.F.	5.00	
Grantor Tax	134.00	Teste: MALCOLM BOOKER, JR., CLERK
036 Proc.Fee	10.00	By <u>Jane Bryant</u> , DEPUTY CLERK
Total \$	699.00	

717 #2020-902
 Prepared by, and recorded Deed to be returned to:
 James P. Seidl, Esquire
 James P. Seidl Law Offices, PC
 5672 Flintstone Drive, Suite 100
 Barboursville, Virginia 22923-2810
 [Virginia State Bar #35146]

The Code of Virginia §58.1-811(A)(10) and 58.1-811(D) exempts this conveyance by deed from recordation taxes, including those imposed by §§58.1-801, 58.1-802 and 58.1-814. The existence of title insurance is unknown to the preparer.

**COMMONWEALTH OF VIRGINIA
 COUNTY OF BUCKINGHAM
 GENERAL WARRANTY DEED OF GIFT**

GRANTOR
JOHN E. BICKFORD, and
ETHEL P. BICKFORD, Initial Co-Trustees, of the **JOHN AND ETHEL BICKFORD LIVING TRUST**, Dated **JANUARY 17, 2006**

As a Tenant in Common, holding an undivided 20% interest

**P.O. BOX 192
 NEW CANTON, VIRGINIA 23123**

GRANTEE
BICKFORD FAMILY LANDS, LLC,
 A Virginia Limited Liability Company
 As a Tenant in Common, holding an undivided 20% interest

**P.O. BOX 192
 NEW CANTON, VIRGINIA 23123**

Date of this Deed: **JUNE 3, 2020**

Consideration: \$0

Acreage (according to County Assessor's Office): **329.55 acres ±**

County Tax Map Number: **#43-51**

WITNESS:

That for estate and business planning purposes, and for no monetary consideration, the Grantor does hereby give, grant and convey with General Warranty of Title, to the Grantee, and its Successors in Interest and Assigns, the following described property, lots, tracts, or parcels of land, together with improvements thereon, situate, lying and being in the **MARSHALL MAGISTERIAL DISTRICT, COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA:**

Containing 329.55 acres, more or less, and more particularly described as Parcel One on a Plat of Donald R. Maxey, C.L.S., dated JANUARY 23, 1996, recorded in Plat Book 4 at Page 57, (now at Plat Card A, Slide 72), among the Land Records of the **COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA,**

Deed of Real Estate

1 less and except a strip of land containing 1.28 acres, conveyed
2 to the COMMONWEALTH OF VIRGINIA, by Deed dated MARCH
3 2, 1999, and recorded at Deed Book 242, Page 856, among
4 said Land Records.

5 An undivided 20% of this property, held as a Tenant in
6 Common, was conveyed to JOHN E. BICKFORD and ETHEL P.
7 BICKFORD, Initial Co-Trustees of the JOHN AND ETHEL
8 BICKFORD LIVING TRUST, DATED JANUARY 17, 2006, from
9 JOHN E. BICKFORD, Married, by Deed dated JANUARY 17,
10 2006, and recorded MARCH 26, 2007, among the Land
11 Records of the COUNTY OF BUCKINGHAM, COMMONWEALTH
12 OF VIRGINIA, in Deed Book 343, beginning at Page 540.

13 The remaining undivided 80% interest as a Tenant in Common
14 being held by DICK PURCELL LAND, CATTLE AND TIMBER,
15 CORP., a Virginia Corporation, and its successors and assigns.

16 References to the aforementioned deeds, plats and other instruments of
17 record, and further references therein, are hereby expressly made for a more
18 particular description of the property hereby conveyed, and for further
19 derivation of title to the conveyed property. If any discrepancy exists, now or
20 hereafter, with regard to the acreage being conveyed, this conveyance is in
21 gross and not by acreage.

22 This conveyance remains subject to any mortgage or indebtedness, which
23 is in effect at the time of conveyance, and the undersigned acknowledge being
24 bound by the terms of any mortgage or indebtedness on the conveyed property.

25 Together with all its appurtenances, and subject to all other
26 conveyances, exceptions, easements, rights of way, covenants, conditions,
27 restrictions, reservations, and other instruments duly recorded, or which may
28 be apparent on the premises, as well as ordinances, codes, and regulations,
29 legally affecting the property, and constituting constructive notice in the chain
30 of title of the property, except as expressly limited or expired.

31 THE GRANTEE TO HAVE AND TO HOLD SAID PROPERTY IN FEE
32 SIMPLE UNDER ITS ARTICLES AND BY-LAWS, AS THESE INSTRUMENTS
33 MAY BE AMENDED FROM TIME TO TIME, AND OTHER TERMS OF THE
34 BICKFORD FAMILY LANDS, LLC, A VIRGINIA LIMITED LIABILITY
35 COMPANY, FOR THE BENEFIT OF ITS MEMBERS, ASSIGNS, AND
36 SUCCESSORS IN INTEREST.

1 SAID COMPANY HOLDING AN UNDIVIDED 20% (TWENTY PERCENT)
2 INTEREST AS A TENANT IN COMMON WITH DICK PURCELL LAND CATTLE
3 AND TIMBER CORPORATION, A VIRGINIA CORPORATION, AND ITS
4 SUCCESSORS AND ASSIGNS, HOLDING THE REMAINING UNDIVIDED 80%
5 (EIGHTY PERCENT) INTEREST IN THIS PROPERTY.

6 TO FURTHER HAVE AND TO HOLD the property with full power and
7 authority given to the Grantee, and Successor Members, Managers, Officers,
8 and Directors, subject to the terms of the Company to protect, conserve and
9 manage; to sell, convey, exchange or otherwise dispose; to lease, and to extend,
10 terminate or modify a lease; to pledge, assign, encumber, mortgage, or
11 subdivide; and to grant options, licenses and easements for utility or other
12 purposes across, over and under the property.

13 All of these foregoing powers may be exercised by the Grantee from time
14 to time, for any period of time, under such terms and conditions, with or
15 without consideration, pertaining to the property either in whole or in part,
16 including any improvements, in the sole discretion of the Grantee.

17 The Grantee is hereby empowered to execute, acknowledge and deliver
18 such deeds, deeds of trust, leases and other instruments necessary to carry
19 out the foregoing powers.

20 No party, including any purchaser, lessee or lender, dealing with the
21 Grantee or Successor in Interest will be obligated or liable: (i) to see to the
22 application of the proceeds from any transaction involving the property; (ii) to
23 see that the terms of the Company have been complied with; (iii) to inquire
24 into the authority, necessity or expediency of any act of the Grantee or
25 Successor in Interest; or (iv) be privileged to inquire into, review or examine
26 any of the terms of the Company without the permission of the Grantee or
27 Successor in Interest.

28 Every deed, deed of trust, mortgage, lease or other instrument executed
29 by the Grantee will be conclusive evidence in favor of every person claiming any
30 right, title or interest there under that: (i) at the time of the delivery of such
31 instrument, the Company was in full force and effect; (ii) such instrument was
32 executed in accordance with the terms and conditions of such Company,
33 however amended, and is binding upon all beneficiaries of the Company; (iii)
34 the Grantee was duly authorized and empowered to execute and deliver every
35 such instrument; and (iv) if such instrument is executed by, or such
36 transaction involves, a Successor In Interest or Assign, that such Successor or

Deed of Real Estate

1 Assign has been properly appointed and fully vested with all of the title, estate,
2 rights, powers, duties and obligations of the Initial Grantee.

3 The Grantee's Members, Managers, Officers, and Directors, will have no
4 individual liability or obligation whatsoever arising from their ownership of the
5 legal title of said property or with respect to any act done or contract entered
6 into or indebtedness incurred by them, jointly or severally, in dealing with said
7 property or in otherwise acting in such capacity, except only as far as the
8 property and any Company funds are in actual possession of such person and
9 are applicable to the payment and discharge thereof.

10 The Grantor covenants that Grantor has the right to convey the property
11 to Grantee, that Grantee will have quiet possession of the property, that
12 Grantor has done no undisclosed act to encumber the property, and that
13 Grantor will execute such further assurances of the property as may be
14 required.

15 The designation of Grantor and Grantee includes their heirs, successors
16 and assigns, and includes the singular, plural, masculine, feminine or neuter
17 as required by the context.

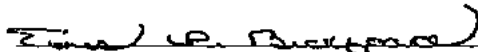
18 The inclusion of any Postal Address, Tax Map or Parcel Identification
19 Number in this Deed is made pursuant to **Section 17.1-252** of the **Virginia**
20 **Code, 1950**, as amended, or other Sections of such Code, and such Number is
21 not a part of the legal description of the property conveyed, and the Grantor
22 makes no warranty as to its accuracy.

23 *[Signature page follows.]*
24


Deed of Real Estate

SIGNATURE PAGE
Deed of Real Estate

WITNESS the following signatures and seals:

 [Seal]JOHN E. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006. [Seal]ETHEL P. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
COUNTY OF BUCKINGHAM)ss.The foregoing Deed, consisting of FIVE pages, including this signature page,
was acknowledged before me on JUNE 3, 2020, by JOHN E. BICKFORD and
ETHEL P. BICKFORD, Initial Trustees of the JOHN AND ETHEL BICKFORD
LIVING TRUST, Dated JANUARY 17, 2006.JAMES P. SEIDL
Notary Public
Commonwealth of Virginia
Registration No. 183806
My Commission Expires Dec 31, 2022
James P. Seidl, Esq., Virginia Notary ID #183806
My Commission expires: December 31, 2022

[NOTARY SEAL]

*This document was prepared solely from information provided by the Grantor,
and without title examination, and may not reflect all matters affecting the
description of the property or its ownership. Prepared by:*James P. Seidl, Esquire
Virginia State Bar #35146
James P. Seidl Law Offices, PC
5672 Flintstone Drive, Suite 100
Barboursville, Virginia 22923-2810

-Page 5-

035 Rec Fee	100	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
St. R. Tax		
Co. R. Tax		
Transfer	100	
Clerk	14.50	The foregoing instrument with acknowledgement
Lib.(148)	1.50	was admitted to record on <u>June 15</u> 20 <u>20</u> ,
T.T.F.	5.00	at <u>2:10 P</u> M. In D.B. <u>472</u> Page(s) <u>65-69</u>
Grantor Tax		Teste: JUSTIN D. MIDKIFF, CLERK
038 Proc. Fee		BY: <u>Kara L. Richen</u> , DEPUTY CLERK
Total \$	2300	

Prepared by, and recorded Deed to be returned to:
 James P. Seidl, Esquire
 James P. Seidl Law Offices, PC
 5672 Flintstone Drive, Suite 100
 Barboursville, Virginia 22923-2810
 [Virginia State Bar #35146]

The Code of Virginia §§58.1-811(A)(10) and 58.1-811(D) exempts this conveyance by deed from recordation taxes, including those imposed by §§58.1-801, 58.1-802 and 58.1-814. The existence of title insurance is unknown to the preparer.

**COMMONWEALTH OF VIRGINIA
 COUNTY OF BUCKINGHAM
 GENERAL WARRANTY DEED OF GIFT**

GRANTOR
JOHN E. BICKFORD, and
ETHEL P. BICKFORD, Initial Co-Trustees, of the **JOHN AND ETHEL BICKFORD LIVING TRUST**, Dated **JANUARY 17, 2006**
 As a Tenant in Common, holding an undivided 20% interest
P.O. BOX 192
NEW CANTON, VIRGINIA 23123

GRANTEE
BICKFORD FAMILY LANDS, LLC,
 A Virginia Limited Liability Company,
 As a Tenant in Common, holding an undivided 20% interest
P.O. BOX 192
NEW CANTON, VIRGINIA 23123

Date of this Deed: **JUNE 3, 2020**

Consideration: \$0

Acreage (according to County Assessor's Office): **76.780 acres ±**

County Tax Map Number: **#43-50**

WITNESS:

That for estate and business planning purposes, and for no monetary consideration, the Grantor does hereby give, grant and convey with General Warranty of Title, to the Grantee, and its Successors in Interest and Assigns, the following described property, lots, tracts, or parcels of land, together with improvements thereon, situate, lying and being in the **MARSHALL MAGISTERIAL DISTRICT, COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA**, fronting on Virginia Secondary South #672:

Containing **76.780 acres**, more or less, and being more particularly described as "**76.78 Ac.**", by a Plat of Survey prepared by **William W. Dickerson, JR. L.S.**, dated **SEPTEMBER 12, 2008**, and recorded among the Land Records of the

Deed of Real Estate

COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA, in
Plat Cabinet A, at Slide 189-F

Being the same property as that conveyed to JOHN E.
BICKFORD and ETHEL P. BICKFORD, Trustees of the JOHN
AND ETHEL BICKFORD LIVING TRUST, DATED JANUARY 17,
2006, holding an undivided 20% interest as a Tenant in
Common, with DICK PURCELL LAND, CATTLE AND TIMBER,
CORP., a Virginia Corporation, holding the remaining
undivided 80% interest as a Tenant in Common; by Deed
dated November 14, 2008, from H. CURTIS PEARSON, JR, and
recorded DECEMBER 4, 2008, among the Land Records of the
COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA, in
Deed Book 366, beginning at Page 171.

JOHN E. BICKFORD and ETHEL P. BICKFORD, Trustees of the
JOHN AND ETHEL BICKFORD LIVING TRUST, DATED
JANUARY 17, 2006, hereby convey said 20% undivided
interest to the Grantee herein.

References to the aforementioned deeds, plats and other instruments of
record, and further references therein, are hereby expressly made for a more
particular description of the property hereby conveyed, and for further
derivation of title to the conveyed property. If any discrepancy exists, now or
hereafter, with regard to the acreage being conveyed, this conveyance is in
gross and not by acreage.

This conveyance remains subject to any mortgage or indebtedness, which
is in effect at the time of conveyance, and the undersigned acknowledge being
bound by the terms of any mortgage or indebtedness on the conveyed property.

Together with all its appurtenances, and subject to all other
conveyances, exceptions, easements, rights of way, covenants, conditions,
restrictions, reservations, and other instruments duly recorded, or which may
be apparent on the premises, as well as ordinances, codes, and regulations,
legally affecting the property, and constituting constructive notice in the chain
of title of the property, except as expressly limited or expired.

THE GRANTEE TO HAVE AND TO HOLD SAID PROPERTY IN FEE
SIMPLE UNDER ITS ARTICLES AND BY-LAWS, AS THESE INSTRUMENTS
MAY BE AMENDED FROM TIME TO TIME, AND OTHER TERMS OF THE
BICKFORD FAMILY LANDS, LLC, A VIRGINIA LIMITED LIABILITY

1 **COMPANY, FOR THE BENEFIT OF ITS MEMBERS, ASSIGNS, AND**
2 **SUCCESSORS IN INTEREST.**

3 **SAID COMPANY HOLDING AN UNDIVIDED 20% (TWENTY PERCENT)**
4 **INTEREST AS A TENANT IN COMMON WITH DICK PURCELL LAND CATTLE**
5 **AND TIMBER CORPORATION, A VIRGINIA CORPORATION, AND ITS**
6 **SUCCESSORS AND ASSIGNS, HOLDING THE REMAINING UNDIVIDED 80%**
7 **(EIGHTY PERCENT) INTEREST IN THIS PROPERTY.**

8 **TO FURTHER HAVE AND TO HOLD the property with full power and**
9 **authority given to the Grantee, and Successor Members, Managers, Officers,**
10 **and Directors, subject to the terms of the Company to protect, conserve and**
11 **manage; to sell, convey, exchange or otherwise dispose; to lease, and to extend,**
12 **terminate or modify a lease; to pledge, assign, encumber, mortgage, or**
13 **subdivide; and to grant options, licenses and easements for utility or other**
14 **purposes across, over and under the property.**

15 **All of these foregoing powers may be exercised by the Grantee from time**
16 **to time, for any period of time, under such terms and conditions, with or**
17 **without consideration, pertaining to the property either in whole or in part,**
18 **including any improvements, in the sole discretion of the Grantee.**

19 **The Grantee is hereby empowered to execute, acknowledge and deliver**
20 **such deeds, deeds of trust, leases and other instruments necessary to carry**
21 **out the foregoing powers.**

22 **No party, including any purchaser, lessee or lender, dealing with the**
23 **Grantee or Successor in Interest will be obligated or liable: (i) to see to the**
24 **application of the proceeds from any transaction involving the property; (ii) to**
25 **see that the terms of the Company have been complied with; (iii) to inquire**
26 **into the authority, necessity or expediency of any act of the Grantee or**
27 **Successor in Interest; or (iv) be privileged to inquire into, review or examine**
28 **any of the terms of the Company without the permission of the Grantee or**
29 **Successor in Interest.**

30 **Every deed, deed of trust, mortgage, lease or other instrument executed**
31 **by the Grantee will be conclusive evidence in favor of every person claiming any**
32 **right, title or interest there under that: (i) at the time of the delivery of such**
33 **instrument, the Company was in full force and effect; (ii) such instrument was**
34 **executed in accordance with the terms and conditions of such Company,**
35 **however amended, and is binding upon all beneficiaries of the Company; (iii)**
36 **the Grantee was duly authorized and empowered to execute and deliver every**

1 such instrument; and (iv) if such instrument is executed by, or such
2 transaction involves, a Successor In Interest or Assign, that such Successor or
3 Assign has been properly appointed and fully vested with all of the title, estate,
4 rights, powers, duties and obligations of the Initial Grantee.

5 The Grantee's Members, Managers, Officers, and Directors, will have no
6 individual liability or obligation whatsoever arising from their ownership of the
7 legal title of said property or with respect to any act done or contract entered
8 into or indebtedness incurred by them, jointly or severally, in dealing with said
9 property or in otherwise acting in such capacity, except only as far as the
10 property and any Company funds are in actual possession of such person and
11 are applicable to the payment and discharge thereof.

12 The Grantor covenants that Grantor has the right to convey the property
13 to Grantee, that Grantee will have quiet possession of the property, that
14 Grantor has done no undisclosed act to encumber the property, and that
15 Grantor will execute such further assurances of the property as may be
16 required.

17 The designation of Grantor and Grantee includes their heirs, successors
18 and assigns, and includes the singular, plural, masculine, feminine or neuter
19 as required by the context.

20 The inclusion of any Postal Address, Tax Map or Parcel Identification
21 Number in this Deed is made pursuant to **Section 17.1-252** of the **Virginia**
22 **Code, 1950**, as amended, or other Sections of such Code, and such Number is
23 not a part of the legal description of the property conveyed, and the Grantor
24 makes no warranty as to its accuracy.

25 *[Signature page follows.]*
26

Deed of Real Estate

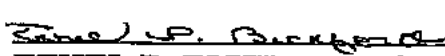
SIGNATURE PAGE

Deed of Real Estate

WITNESS the following signatures and seals:



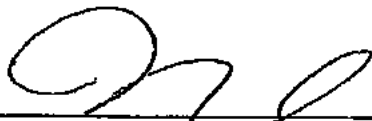
[Seal]

JOHN E. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

[Seal]

ETHEL P. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
COUNTY OF BUCKINGHAM)ss.The foregoing Deed, consisting of FIVE pages, including this signature page,
was acknowledged before me on JUNE 3, 2020, by JOHN E. BICKFORD and
ETHEL P. BICKFORD, Initial Trustees of the JOHN AND ETHEL BICKFORD
LIVING TRUST, Dated JANUARY 17, 2006.JAMES P. SEIDL
Notary Public
Commonwealth of Virginia
Registration No. 183806
My Commission Expires Dec 31, 2022
James P. Seidl, Esq., Virginia Notary ID #183806
My Commission expires: December 31, 2022

[NOTARY SEAL]

This document was prepared solely from information provided by the Grantor,
and without title examination, and may not reflect all matters affecting the
description of the property or its ownership. Prepared by:James P. Seidl, Esquire
Virginia State Bar #35146
James P. Seidl Law Offices, PC
5672 Flintstone Drive, Suite 100
Barboursville, Virginia 22923-2810

-Page 5-

035 Rec Fee
St. R. Tax
Co. R. Tax
Transfer
Clerk
Lib. (145)
T.T.F.
Grantor Tax
038 Proc. Fee
Total \$4.00
1.00
14.50
1.00
6.00
23.00

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

The foregoing instrument with acknowledgement
was admitted to record on June 16 2020
at 2:15P M. in D.B. 472 Page(s) 75-79

Teste: JUSTIN D. MIDKIFF, CLERK

BY:  DEPUTY CLERK

11/14 #2020-905

Prepared by, and recorded Deed to be returned to:

James P. Seidl, Esquire
 James P. Seidl Law Offices, PC
 5672 Flintstone Drive, Suite 100
 Barboursville, Virginia 22923-2810
 [Virginia State Bar #35146]

The Code of Virginia §58.1-811(A)(10) and 58.1-811(D) exempts this conveyance by deed from recordation taxes, including those imposed by §§58.1-801, 58.1-802 and 58.1-814. The existence of title insurance is unknown to the preparer.

**COMMONWEALTH OF VIRGINIA
 COUNTY OF BUCKINGHAM
 GENERAL WARRANTY DEED OF GIFT**

GRANTOR
JOHN E. BICKFORD, and
ETHEL P. BICKFORD, Initial Co-Trustees, of the **JOHN AND ETHEL BICKFORD LIVING TRUST**, Dated **JANUARY 17, 2006**

As a Tenant in Common, holding an undivided 20% interest

**P.O. BOX 192
 NEW CANTON, VIRGINIA 23123**

GRANTEE
BICKFORD FAMILY LANDS, LLC,
 A Virginia Limited Liability Company,
 As a Tenant in Common, holding an undivided 20% interest

**P.O. BOX 192
 NEW CANTON, VIRGINIA 23123**

Date of this Deed: **JUNE 3, 2020**

Consideration: \$0

Acreage (according to County Assessor's Office): **14.670 acres ±**

County Tax Map Number: **#43-50A**

WITNESS:

That for estate and business planning purposes, and for no monetary consideration, the Grantor does hereby give, grant and convey with General Warranty of Title, to the Grantee, and its Successors in Interest and Assigns, the following described property, lots, tracts, or parcels of land, together with improvements thereon, situate, lying and being in the **MARSHALL MAGISTERIAL DISTRICT, COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA**, fronting on Virginia Secondary Route #672:

Containing 14.670 acres, more or less, and being more particularly shown and described by a Plat of Survey prepared by William W. Dickerson, JR. L.S., dated **SEPTEMBER 12, 2008**, and recorded with that certain Boundary Line Adjustment Deed, dated **SEPTEMBER 24, 2008**, and recorded

Deed of Real Estate

1 October 8, 2008, among the Land Records of the COUNTY OF
2 BUCKINGHAM, COMMONWEALTH OF VIRGINIA, in Deed Book
3 364, at Page 674; said Plat also recorded among said Land
4 Records in Plat Cabinet A, as part of Slide 189F

5 The above conveyed land was made with regard to that certain
6 Parcel of Land known as County Tax Map #43-51; reference is
7 made to that certain Deed recorded at Book 343, Page 540,
8 among said Land Records, with further reference made to Plat
9 titled "DICK PURCELL LAND, CATTLE & TBR CORP., D.B. 314,
10 P. 663, PLAT P.C. A-72".

11 Being an undivided 20% (Twenty Percent) of the above
12 described property, previously conveyed from H. CURTIS
13 PEARSON, JR, by Boundary Line Adjustment Deed dated
14 September 24, 2008, and recorded OCTOBER 8, 2008, among
15 the Land Records of the COUNTY OF BUCKINGHAM,
16 COMMONWEALTH OF VIRGINIA, in Deed Book 364, beginning
17 at Page 674, to JOHN E. BICKFORD and ETHEL P. BICKFORD,
18 Trustees of the JOHN AND ETHEL BICKFORD LIVING TRUST,
19 DATED JANUARY 17, 2006, as a Tenant in Common with DICK
20 PURCELL LAND, CATTLE AND TIMBER, CORP., a Virginia
21 Corporation, holding the remaining undivided 80% interest as
22 a Tenant in Common, and its assigns and successors in
23 interest

24 JOHN E. BICKFORD and ETHEL P. BICKFORD, Trustees of the
25 JOHN AND ETHEL BICKFORD LIVING TRUST, DATED
26 JANUARY 17, 2006, hereby convey said 20% undivided
27 interest to the Grantee herein.

28 References to the aforementioned deeds, plats and other instruments of
29 record, and further references therein, are hereby expressly made for a more
30 particular description of the property hereby conveyed, and for further
31 derivation of title to the conveyed property. If any discrepancy exists, now or
32 hereafter, with regard to the acreage being conveyed, this conveyance is in
33 gross and not by acreage.

34 This conveyance remains subject to any mortgage or indebtedness, which
35 is in effect at the time of conveyance, and the undersigned acknowledge being
36 bound by the terms of any mortgage or indebtedness on the conveyed property.

1 Together with all its appurtenances, and subject to all other
2 conveyances, exceptions, easements, rights of way, covenants, conditions,
3 restrictions, reservations, and other instruments duly recorded, or which may
4 be apparent on the premises, as well as ordinances, codes, and regulations,
5 legally affecting the property, and constituting constructive notice in the chain
6 of title of the property, except as expressly limited or expired.

7 THE GRANTEE TO HAVE AND TO HOLD SAID PROPERTY IN FEE
8 SIMPLE UNDER ITS ARTICLES AND BY-LAWS, AS THESE INSTRUMENTS
9 MAY BE AMENDED FROM TIME TO TIME, AND OTHER TERMS OF THE
10 BICKFORD FAMILY LANDS, LLC, A VIRGINIA LIMITED LIABILITY
11 COMPANY, FOR THE BENEFIT OF ITS MEMBERS, ASSIGNS, AND
12 SUCCESSORS IN INTEREST.

13 SAID COMPANY HOLDING AN UNDIVIDED 20% (TWENTY PERCENT)
14 INTEREST AS A TENANT IN COMMON WITH DICK PURCELL LAND CATTLE
15 AND TIMBER CORPORATION, A VIRGINIA CORPORATION, AND ITS
16 SUCCESSORS AND ASSIGNS, HOLDING THE REMAINING UNDIVIDED 80%
17 (EIGHTY PERCENT) INTEREST IN THIS PROPERTY.

18 TO FURTHER HAVE AND TO HOLD the property with full power and
19 authority given to the Grantee, and Successor Members, Managers, Officers,
20 and Directors, subject to the terms of the Company to protect, conserve and
21 manage; to sell, convey, exchange or otherwise dispose; to lease, and to extend,
22 terminate or modify a lease; to pledge, assign, encumber, mortgage, or
23 subdivide; and to grant options, licenses and easements for utility or other
24 purposes across, over and under the property.

25 All of these foregoing powers may be exercised by the Grantee from time
26 to time, for any period of time, under such terms and conditions, with or
27 without consideration, pertaining to the property either in whole or in part,
28 including any improvements, in the sole discretion of the Grantee.

29 The Grantee is hereby empowered to execute, acknowledge and deliver
30 such deeds, deeds of trust, leases and other instruments necessary to carry
31 out the foregoing powers.

32 No party, including any purchaser, lessee or lender, dealing with the
33 Grantee or Successor in Interest will be obligated or liable: (i) to see to the
34 application of the proceeds from any transaction involving the property; (ii) to
35 see that the terms of the Company have been complied with; (iii) to inquire
36 into the authority, necessity or expediency of any act of the Grantee or

Deed of Real Estate

1 Successor in Interest; or (iv) be privileged to inquire into, review or examine
2 any of the terms of the Company without the permission of the Grantee or
3 Successor in Interest.

4 Every deed, deed of trust, mortgage, lease or other instrument executed
5 by the Grantee will be conclusive evidence in favor of every person claiming any
6 right, title or interest there under that: (i) at the time of the delivery of such
7 instrument, the Company was in full force and effect; (ii) such instrument was
8 executed in accordance with the terms and conditions of such Company,
9 however amended, and is binding upon all beneficiaries of the Company; (iii)
10 the Grantee was duly authorized and empowered to execute and deliver every
11 such instrument; and (iv) if such instrument is executed by, or such
12 transaction involves, a Successor In Interest or Assign, that such Successor or
13 Assign has been properly appointed and fully vested with all of the title, estate,
14 rights, powers, duties and obligations of the Initial Grantee.

15 The Grantee's Members, Managers, Officers, and Directors, will have no
16 individual liability or obligation whatsoever arising from their ownership of the
17 legal title of said property or with respect to any act done or contract entered
18 into or indebtedness incurred by them, jointly or severally, in dealing with said
19 property or in otherwise acting in such capacity, except only as far as the
20 property and any Company funds are in actual possession of such person and
21 are applicable to the payment and discharge thereof.

22 The Grantor covenants that Grantor has the right to convey the property
23 to Grantee, that Grantee will have quiet possession of the property, that
24 Grantor has done no undisclosed act to encumber the property, and that
25 Grantor will execute such further assurances of the property as may be
26 required.

27 The designation of Grantor and Grantee includes their heirs, successors
28 and assigns, and includes the singular, plural, masculine, feminine or neuter
29 as required by the context.

30 The inclusion of any Postal Address, Tax Map or Parcel Identification
31 Number in this Deed is made pursuant to **Section 17.1-252** of the **Virginia**
32 **Code, 1950**, as amended, or other Sections of such Code, and such Number is
33 not a part of the legal description of the property conveyed, and the Grantor
34 makes no warranty as to its accuracy.

35 *[Signature page follows.]*
36

Deed of Real Estate

SIGNATURE PAGE
Deed of Real Estate

WITNESS the following signatures and seals:



[Seal]

JOHN E. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

[Seal]

ETHEL P. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
COUNTY OF BUCKINGHAM)ss.The foregoing Deed, consisting of FIVE pages, including this signature page,
was acknowledged before me on JUNE 3, 2020, by JOHN E. BICKFORD and
ETHEL P. BICKFORD, Initial Trustees of the JOHN AND ETHEL BICKFORD
LIVING TRUST, Dated JANUARY 17, 2006.JAMES P. SEIDL
Notary Public
Commonwealth of Virginia
Registration No. 183806
My Commission Expires Dec 31, 2022James P. Seidl, Esq., Virginia Notary ID #183806
My Commission expires: December 31, 2022

[NOTARY SEAL]

This document was prepared solely from information provided by the Grantor,
and without title examination, and may not reflect all matters affecting the
description of the property or its ownership. Prepared by:James P. Seidl, Esquire
Virginia State Bar #35146
James P. Seidl Law Offices, PC
5672 Flintstone Drive, Suite 100
Barboursville, Virginia 22923-2810

-Page 5-

035 Rec Fee
St. R. Tax
Co. R. Tax
Transfer
Clerk
Lib.(145)
T.T.F.
Grantor Tax
036 Proc. Fee
Total \$1100
1450
1450
500
2000

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

The foregoing instrument with acknowledgement
was admitted to record on June 15 20 22
at 2:20 PM. in D.B. 479 Page(s) 80-84

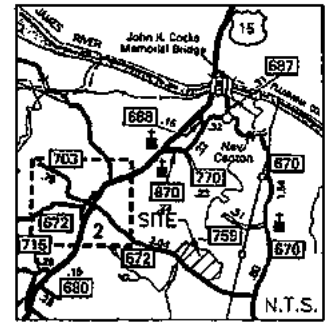
Teste: JUSTIN D. MIDKIFF, CLERK

BY:  DEPUTY CLERK

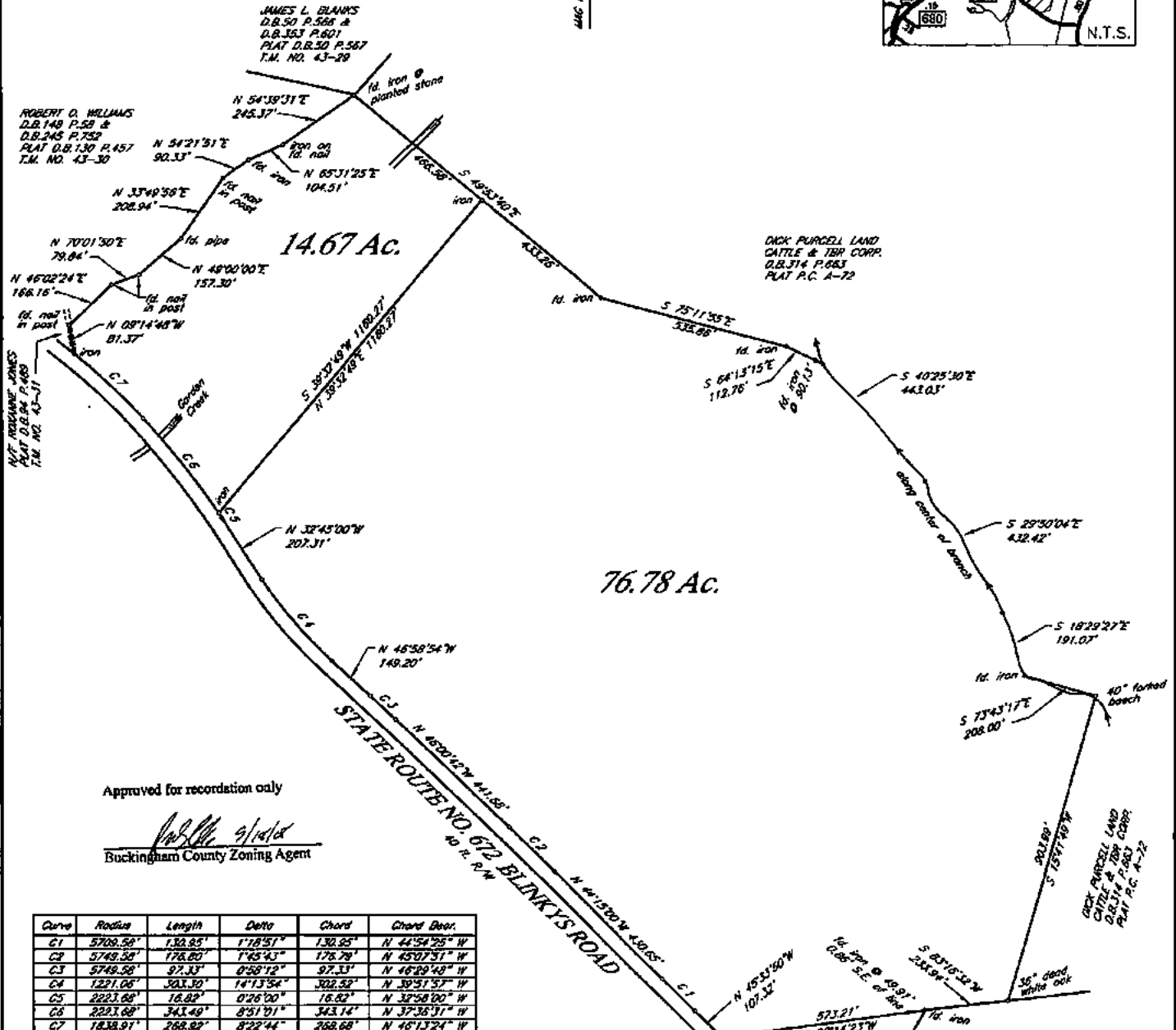
WILLIAM W. DICKERSON, JR.

LAND SURVEYOR
500 Court Street P.O. Box 112
Appomattox, Virginia 24522

LOCATION MAP



- NOTES: 1. 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
4. T.M. NO. 43-30



Approved for recordation only

[Signature] 9/18/08
Buckingham County Zoning Agent

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	5720.59'	132.25'	1°18'51"	132.25'	N 44°54'25" W
C2	5748.50'	128.00'	1°45'43"	128.00'	N 43°07'51" W
C3	5748.50'	97.33'	0°58'12"	97.33'	N 46°29'48" W
C4	1221.66'	303.30'	14°13'54"	302.52'	N 39°51'57" W
C5	2223.66'	16.82'	0°26'00"	16.82'	N 37°58'00" W
C6	2223.66'	343.49'	8°51'01"	343.74'	N 37°35'31" W
C7	1838.91'	268.82'	8°22'44"	268.68'	N 45°13'24" W

SCALE: 1 IN. = 200 FT.

91.45 ACRES

SURVEYED FOR: H. CURTIS PEARSON JR.

SOURCE OF TITLE: H. CURTIS PEARSON JR.
D.B.355 P.781 TRACT T-343 (HADDINGS)

MARSHALL DISTRICT BUCKINGHAM COUNTY
VIRGINIA

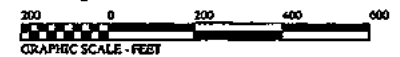
SEPTEMBER 12, 2008



WALTER L. JR. & THERESA R. PEADS
D.B.172 P.454, D.B.167 P.301 & D.B.252 P.350
PLAT P.C. A-86
T.M. NO. 43-48

BERRY W. & GERTRUDE PEADS
D.B.254 P.357
PLAT D.B.252 P.352
T.M. NO. 43-48A

10/8/08
MALCOLM BOOKER, JR., CLERK
[Signature]



#08-2588

BOOK 366 PAGE 171

THIS DEED, made this 14th day of November, 2008, by and between H. CURTIS PEARSON, JR., party of the first part (grantor), and DICK PURCELL LAND, CATTLE and TIMBER CORP., a Virginia corporation, party of the second part (grantee), and JOHN E. BICKFORD and ETHEL P. BICKFORD, Trustees of, for and under the John and Ethel BICKFORD Living Trust under a trust agreement dated January 17, 2006, party of the third part (grantees).

WITNESSETH, that for and in consideration of the sum of \$20.00 and other valuable consideration paid by the parties of the second and third parts to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby bargain, sell, grant and convey, with General Warranty and, except as hereinafter set forth, English Covenants of Title, unto the party of the second part, an eighty percent (80%) undivided interest, and unto the parties of the third part, a twenty percent (20%) undivided interest, all in and to the following described real estate, to-wit:

SEE SCHEDULE A HERETO ATTACHED, WHICH IS INCORPORATED HEREIN VERBATIM BY THIS REFERENCE THERETO, FOR A COMPLETE DESCRIPTION OF THE LANDS HEREBY CONVEYED.

The aforesaid undivided interest hereby conveyed unto the parties of the third part is conveyed IN TRUST, NEVERTHELESS, TO HAVE AND TO HOLD said undivided interest in the real property described hereinabove (hereinafter "the Property"), in fee simple, upon the trusts, for the uses and purposes, and subject to the terms and provisions set forth herein and in the aforesaid Trust Agreement, including the following:

1. Full power and authority is hereby granted to the Trustees, and their successors, to: protect and conserve the Property; sell, contract to sell, and grant options to purchase the

Prepared By:
C. ROBERT SHODDY, III
Attorney and Counselor at Law
P. O. BOX 328
LUMPKIN, VIRGINIA 22980

Part of TM# 43-50
Title Insurance:
Fidelity National Title

Property and any right, title or interest therein on any terms; exchange the Property or any part thereof for any other real or personal property upon any terms, convey the Property by deed or other conveyance to any grantee, with or without consideration; mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof, lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and, release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

2. No party dealing with the Trustees or their successors in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the trustees, shall be obligated or liable to: (a) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property; (b) see that the terms of the trust have been complied with; (c) inquire into the authority, necessity or expediency of any act of the Trustees; or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said trust.

3. Every deed, mortgage, lease or other instrument executed by the Trustees or their successors in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder that: (a) at the time of the delivery thereof the said trust was in full force and effect; (b) such instrument was executed in accordance with the terms and conditions of the Trust Agreement and is binding upon all beneficiaries thereunder; (c) the Trustees are duly authorized and empowered to execute and deliver every such instrument; and, (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

4. The Trustees shall have no individual liability or obligation whatsoever arising from Trustees' ownership as trustees of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by the Trustees in dealing with the Property, or in otherwise acting as trustees, except only so far as the Property and any trust funds in the actual possession of the Trustees shall be applicable to the payment and discharge thereof.

5. The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails, and proceeds arising from the rental, sale or other disposition of the Property; and, such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title, or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

6. This deed is governed by and is to be read and construed with reference to Section 55-17.1 of the Code of Virginia of 1950, as amended, and in force.

7. The Trustees shall hold title to the Property with the right to exercise any or all of the powers set forth from time to time in Section 64.1-57 of the aforesaid Code, the provisions of which are incorporated verbatim into this deed by this reference.

These foregoing conveyances are made expressly subject to any and all easements, restrictions, conditions and reservations which are: contained in duly recorded deeds, plats, and/or other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by limitation of time contained therein or have not otherwise become ineffective; or, apparent upon inspection of the premises. It is not the intent of this deed to reimpose any such easement, condition, restriction, or reservation.

WITNESS the following signature and seal.

H. Curtis Pearson, Jr. (SEAL)
H. CURTIS PEARSON, JR.

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, to-wit:

I, Rebecca J. Lightfoot, a notary public
in and for the county aforesaid, State of Virginia, do hereby
certify that H. CURTIS PEARSON, JR., whose name is signed to the
writing above, has acknowledged the same before me in my county
aforesaid.

Given under my hand this 19th day of November, 2008.

My commission expires 11.30.2012.

Notary I.D. Number 7159845



Rebecca J. Lightfoot
NOTARY PUBLIC

Grantee's Addresses:

Purcell
P.O. Box 308
Louisa, VA 23093

Bickford
P.O. Box 192
New Canton, VA 23123

SCHEDULE A

Attached to a deed dated November 14, 2008 from H. Curtis Pearson, Jr. to Dick Purcell Land, Cattle & Timber Corp. et al, to-wit:

All that certain tract or parcel of land, with improvements thereon and appurtenances thereunto belonging, situated in Marshall Magisterial District of Buckingham County, Virginia, containing Seventy-six and seventy-eight/hundredths (76.78) acres, more or less, said lands fronting on Virginia Secondary Route #672 and being more particularly described as "76.78 Ac." by a plat of survey prepared by William W. Dickerson, Jr., L.S., dated September 12, 2008, and recorded in the Clerk's Office of the Circuit Court of Buckingham County in Plat Cabinet A, at slide 189-F, to which plat reference is hereby made for a more complete and accurate description of said lands. Said lands being the residue of the lands conveyed as Tract 343 (Hudgins) unto H. Curtis Pearson, Jr. From GIC Virginia Timberlands, LLC, a Delaware limited liability company, by deed dated January 31, 2008, and recorded in the aforesaid Clerk's Office in Deed Book 355, at page 781 et seq.

035 Rec Fee	1.00	
St. R. Tax	324.00	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
Co. R. Tax	123.00	
Transfer	1.00	The foregoing instrument with acknowledgement
Clerk	14.50	was admitted to record on 12/4 2008
Lib. (145)	1.50	at 1:25 P.M. in D.B. 366 Page(s) 171-175
T.T.F.	5.00	
Grantor Tax	134.00	Teste: MALCOLM BOOKER, JR., CLERK
036 Proc.Fee	10.00	By <u>Jane Bryant</u> , DEPUTY CLERK
Total \$	699.00	

717 #2020-902
 Prepared by, and recorded Deed to be returned to:
 James P. Seidl, Esquire
 James P. Seidl Law Offices, PC
 5672 Flintstone Drive, Suite 100
 Barboursville, Virginia 22923-2810
 [Virginia State Bar #35146]

The Code of Virginia §58.1-811(A)(10) and 58.1-811(D) exempts this conveyance by deed from recordation taxes, including those imposed by §§58.1-801, 58.1-802 and 58.1-814. The existence of title insurance is unknown to the preparer.

**COMMONWEALTH OF VIRGINIA
 COUNTY OF BUCKINGHAM
 GENERAL WARRANTY DEED OF GIFT**

GRANTOR
JOHN E. BICKFORD, and
ETHEL P. BICKFORD, Initial Co-Trustees, of the **JOHN AND ETHEL BICKFORD LIVING TRUST**, Dated **JANUARY 17, 2006**

As a Tenant in Common, holding an undivided 20% interest

**P.O. BOX 192
 NEW CANTON, VIRGINIA 23123**

GRANTEE
BICKFORD FAMILY LANDS, LLC,
 A Virginia Limited Liability Company
 As a Tenant in Common, holding an undivided 20% interest

**P.O. BOX 192
 NEW CANTON, VIRGINIA 23123**

Date of this Deed: **JUNE 3, 2020**

Consideration: \$0

Acreage (according to County Assessor's Office): **329.55 acres ±**

County Tax Map Number: **#43-51**

WITNESS:

That for estate and business planning purposes, and for no monetary consideration, the Grantor does hereby give, grant and convey with General Warranty of Title, to the Grantee, and its Successors in Interest and Assigns, the following described property, lots, tracts, or parcels of land, together with improvements thereon, situate, lying and being in the **MARSHALL MAGISTERIAL DISTRICT, COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA:**

Containing 329.55 acres, more or less, and more particularly described as Parcel One on a Plat of Donald R. Maxey, C.L.S., dated **JANUARY 23, 1996**, recorded in Plat Book 4 at Page 57, (now at Plat Card A, Slide 72), among the Land Records of the **COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA,**

Deed of Real Estate

1 less and except a strip of land containing 1.28 acres, conveyed
2 to the COMMONWEALTH OF VIRGINIA, by Deed dated MARCH
3 2, 1999, and recorded at Deed Book 242, Page 856, among
4 said Land Records.

5 An undivided 20% of this property, held as a Tenant in
6 Common, was conveyed to JOHN E. BICKFORD and ETHEL P.
7 BICKFORD, Initial Co-Trustees of the JOHN AND ETHEL
8 BICKFORD LIVING TRUST, DATED JANUARY 17, 2006, from
9 JOHN E. BICKFORD, Married, by Deed dated JANUARY 17,
10 2006, and recorded MARCH 26, 2007, among the Land
11 Records of the COUNTY OF BUCKINGHAM, COMMONWEALTH
12 OF VIRGINIA, in Deed Book 343, beginning at Page 540.

13 The remaining undivided 80% interest as a Tenant in Common
14 being held by DICK PURCELL LAND, CATTLE AND TIMBER,
15 CORP., a Virginia Corporation, and its successors and assigns.

16 References to the aforementioned deeds, plats and other instruments of
17 record, and further references therein, are hereby expressly made for a more
18 particular description of the property hereby conveyed, and for further
19 derivation of title to the conveyed property. If any discrepancy exists, now or
20 hereafter, with regard to the acreage being conveyed, this conveyance is in
21 gross and not by acreage.

22 This conveyance remains subject to any mortgage or indebtedness, which
23 is in effect at the time of conveyance, and the undersigned acknowledge being
24 bound by the terms of any mortgage or indebtedness on the conveyed property.

25 Together with all its appurtenances, and subject to all other
26 conveyances, exceptions, easements, rights of way, covenants, conditions,
27 restrictions, reservations, and other instruments duly recorded, or which may
28 be apparent on the premises, as well as ordinances, codes, and regulations,
29 legally affecting the property, and constituting constructive notice in the chain
30 of title of the property, except as expressly limited or expired.

31 THE GRANTEE TO HAVE AND TO HOLD SAID PROPERTY IN FEE
32 SIMPLE UNDER ITS ARTICLES AND BY-LAWS, AS THESE INSTRUMENTS
33 MAY BE AMENDED FROM TIME TO TIME, AND OTHER TERMS OF THE
34 BICKFORD FAMILY LANDS, LLC, A VIRGINIA LIMITED LIABILITY
35 COMPANY, FOR THE BENEFIT OF ITS MEMBERS, ASSIGNS, AND
36 SUCCESSORS IN INTEREST.

1 SAID COMPANY HOLDING AN UNDIVIDED 20% (TWENTY PERCENT)
2 INTEREST AS A TENANT IN COMMON WITH DICK PURCELL LAND CATTLE
3 AND TIMBER CORPORATION, A VIRGINIA CORPORATION, AND ITS
4 SUCCESSORS AND ASSIGNS, HOLDING THE REMAINING UNDIVIDED 80%
5 (EIGHTY PERCENT) INTEREST IN THIS PROPERTY.

6 TO FURTHER HAVE AND TO HOLD the property with full power and
7 authority given to the Grantee, and Successor Members, Managers, Officers,
8 and Directors, subject to the terms of the Company to protect, conserve and
9 manage; to sell, convey, exchange or otherwise dispose; to lease, and to extend,
10 terminate or modify a lease; to pledge, assign, encumber, mortgage, or
11 subdivide; and to grant options, licenses and easements for utility or other
12 purposes across, over and under the property.

13 All of these foregoing powers may be exercised by the Grantee from time
14 to time, for any period of time, under such terms and conditions, with or
15 without consideration, pertaining to the property either in whole or in part,
16 including any improvements, in the sole discretion of the Grantee.

17 The Grantee is hereby empowered to execute, acknowledge and deliver
18 such deeds, deeds of trust, leases and other instruments necessary to carry
19 out the foregoing powers.

20 No party, including any purchaser, lessee or lender, dealing with the
21 Grantee or Successor in Interest will be obligated or liable: (i) to see to the
22 application of the proceeds from any transaction involving the property; (ii) to
23 see that the terms of the Company have been complied with; (iii) to inquire
24 into the authority, necessity or expediency of any act of the Grantee or
25 Successor in Interest; or (iv) be privileged to inquire into, review or examine
26 any of the terms of the Company without the permission of the Grantee or
27 Successor in Interest.

28 Every deed, deed of trust, mortgage, lease or other instrument executed
29 by the Grantee will be conclusive evidence in favor of every person claiming any
30 right, title or interest there under that: (i) at the time of the delivery of such
31 instrument, the Company was in full force and effect; (ii) such instrument was
32 executed in accordance with the terms and conditions of such Company,
33 however amended, and is binding upon all beneficiaries of the Company; (iii)
34 the Grantee was duly authorized and empowered to execute and deliver every
35 such instrument; and (iv) if such instrument is executed by, or such
36 transaction involves, a Successor In Interest or Assign, that such Successor or

Deed of Real Estate

1 Assign has been properly appointed and fully vested with all of the title, estate,
2 rights, powers, duties and obligations of the Initial Grantee.

3 The Grantee's Members, Managers, Officers, and Directors, will have no
4 individual liability or obligation whatsoever arising from their ownership of the
5 legal title of said property or with respect to any act done or contract entered
6 into or indebtedness incurred by them, jointly or severally, in dealing with said
7 property or in otherwise acting in such capacity, except only as far as the
8 property and any Company funds are in actual possession of such person and
9 are applicable to the payment and discharge thereof.

10 The Grantor covenants that Grantor has the right to convey the property
11 to Grantee, that Grantee will have quiet possession of the property, that
12 Grantor has done no undisclosed act to encumber the property, and that
13 Grantor will execute such further assurances of the property as may be
14 required.

15 The designation of Grantor and Grantee includes their heirs, successors
16 and assigns, and includes the singular, plural, masculine, feminine or neuter
17 as required by the context.

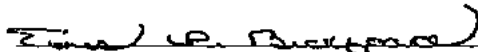
18 The inclusion of any Postal Address, Tax Map or Parcel Identification
19 Number in this Deed is made pursuant to **Section 17.1-252** of the **Virginia**
20 **Code, 1950**, as amended, or other Sections of such Code, and such Number is
21 not a part of the legal description of the property conveyed, and the Grantor
22 makes no warranty as to its accuracy.

23 *[Signature page follows.]*
24


Deed of Real Estate

SIGNATURE PAGE
Deed of Real Estate

WITNESS the following signatures and seals:

 [Seal]JOHN E. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006. [Seal]ETHEL P. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
COUNTY OF BUCKINGHAM)ss.The foregoing Deed, consisting of FIVE pages, including this signature page,
was acknowledged before me on JUNE 3, 2020, by JOHN E. BICKFORD and
ETHEL P. BICKFORD, Initial Trustees of the JOHN AND ETHEL BICKFORD
LIVING TRUST, Dated JANUARY 17, 2006.JAMES P. SEIDL
Notary Public
Commonwealth of Virginia
Registration No. 183806
My Commission Expires Dec 31, 2022
James P. Seidl, Esq., Virginia Notary ID #183806
My Commission expires: December 31, 2022

[NOTARY SEAL]

*This document was prepared solely from information provided by the Grantor,
and without title examination, and may not reflect all matters affecting the
description of the property or its ownership. Prepared by:*James P. Seidl, Esquire
Virginia State Bar #35146
James P. Seidl Law Offices, PC
5672 Flintstone Drive, Suite 100
Barboursville, Virginia 22923-2810

-Page 5-

035 Rec Fee	100	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
St. R. Tax		
Co. R. Tax		
Transfer	100	
Clerk	14.50	The foregoing instrument with acknowledgement
Lib.(148)	1.50	was admitted to record on <u>June 15</u> 20 <u>20</u> ,
T.T.F.	5.00	at <u>2:10 P</u> M. In D.B. <u>472</u> Page(s) <u>65-69</u>
Grantor Tax		Teste: JUSTIN D. MIDKIFF, CLERK
038 Proc. Fee		BY: <u>Kara L. Richen</u> , DEPUTY CLERK
Total \$	2300	

Prepared by, and recorded Deed to be returned to:
 James P. Seidl, Esquire
 James P. Seidl Law Offices, PC
 5672 Flintstone Drive, Suite 100
 Barboursville, Virginia 22923-2810
 [Virginia State Bar #35146]

The Code of Virginia §§58.1-811(A)(10) and 58.1-811(D) exempts this conveyance by deed from recordation taxes, including those imposed by §§58.1-801, 58.1-802 and 58.1-814. The existence of title insurance is unknown to the preparer.

**COMMONWEALTH OF VIRGINIA
 COUNTY OF BUCKINGHAM
 GENERAL WARRANTY DEED OF GIFT**

GRANTOR
JOHN E. BICKFORD, and
ETHEL P. BICKFORD, Initial Co-Trustees, of the **JOHN AND ETHEL BICKFORD LIVING TRUST**, Dated **JANUARY 17, 2006**
 As a Tenant in Common, holding an undivided 20% interest
P.O. BOX 192
NEW CANTON, VIRGINIA 23123

GRANTEE
BICKFORD FAMILY LANDS, LLC,
 A Virginia Limited Liability Company,
 As a Tenant in Common, holding an undivided 20% interest
P.O. BOX 192
NEW CANTON, VIRGINIA 23123

Date of this Deed: **JUNE 3, 2020**

Consideration: \$0

Acreage (according to County Assessor's Office): **76.780 acres ±**

County Tax Map Number: **#43-50**

WITNESS:

That for estate and business planning purposes, and for no monetary consideration, the Grantor does hereby give, grant and convey with General Warranty of Title, to the Grantee, and its Successors in Interest and Assigns, the following described property, lots, tracts, or parcels of land, together with improvements thereon, situate, lying and being in the **MARSHALL MAGISTERIAL DISTRICT, COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA**, fronting on Virginia Secondary South #672:

Containing **76.780 acres**, more or less, and being more particularly described as "**76.78 Ac.**", by a Plat of Survey prepared by **William W. Dickerson, JR. L.S.**, dated **SEPTEMBER 12, 2008**, and recorded among the Land Records of the

Deed of Real Estate

COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA, in
Plat Cabinet A, at Slide 189-F

Being the same property as that conveyed to JOHN E.
BICKFORD and ETHEL P. BICKFORD, Trustees of the JOHN
AND ETHEL BICKFORD LIVING TRUST, DATED JANUARY 17,
2006, holding an undivided 20% interest as a Tenant in
Common, with DICK PURCELL LAND, CATTLE AND TIMBER,
CORP., a Virginia Corporation, holding the remaining
undivided 80% interest as a Tenant in Common; by Deed
dated November 14, 2008, from H. CURTIS PEARSON, JR, and
recorded DECEMBER 4, 2008, among the Land Records of the
COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA, in
Deed Book 366, beginning at Page 171.

JOHN E. BICKFORD and ETHEL P. BICKFORD, Trustees of the
JOHN AND ETHEL BICKFORD LIVING TRUST, DATED
JANUARY 17, 2006, hereby convey said 20% undivided
interest to the Grantee herein.

References to the aforementioned deeds, plats and other instruments of
record, and further references therein, are hereby expressly made for a more
particular description of the property hereby conveyed, and for further
derivation of title to the conveyed property. If any discrepancy exists, now or
hereafter, with regard to the acreage being conveyed, this conveyance is in
gross and not by acreage.

This conveyance remains subject to any mortgage or indebtedness, which
is in effect at the time of conveyance, and the undersigned acknowledge being
bound by the terms of any mortgage or indebtedness on the conveyed property.

Together with all its appurtenances, and subject to all other
conveyances, exceptions, easements, rights of way, covenants, conditions,
restrictions, reservations, and other instruments duly recorded, or which may
be apparent on the premises, as well as ordinances, codes, and regulations,
legally affecting the property, and constituting constructive notice in the chain
of title of the property, except as expressly limited or expired.

THE GRANTEE TO HAVE AND TO HOLD SAID PROPERTY IN FEE
SIMPLE UNDER ITS ARTICLES AND BY-LAWS, AS THESE INSTRUMENTS
MAY BE AMENDED FROM TIME TO TIME, AND OTHER TERMS OF THE
BICKFORD FAMILY LANDS, LLC, A VIRGINIA LIMITED LIABILITY

1 **COMPANY, FOR THE BENEFIT OF ITS MEMBERS, ASSIGNS, AND**
2 **SUCCESSORS IN INTEREST.**

3 **SAID COMPANY HOLDING AN UNDIVIDED 20% (TWENTY PERCENT)**
4 **INTEREST AS A TENANT IN COMMON WITH DICK PURCELL LAND CATTLE**
5 **AND TIMBER CORPORATION, A VIRGINIA CORPORATION, AND ITS**
6 **SUCCESSORS AND ASSIGNS, HOLDING THE REMAINING UNDIVIDED 80%**
7 **(EIGHTY PERCENT) INTEREST IN THIS PROPERTY.**

8 **TO FURTHER HAVE AND TO HOLD the property with full power and**
9 **authority given to the Grantee, and Successor Members, Managers, Officers,**
10 **and Directors, subject to the terms of the Company to protect, conserve and**
11 **manage; to sell, convey, exchange or otherwise dispose; to lease, and to extend,**
12 **terminate or modify a lease; to pledge, assign, encumber, mortgage, or**
13 **subdivide; and to grant options, licenses and easements for utility or other**
14 **purposes across, over and under the property.**

15 **All of these foregoing powers may be exercised by the Grantee from time**
16 **to time, for any period of time, under such terms and conditions, with or**
17 **without consideration, pertaining to the property either in whole or in part,**
18 **including any improvements, in the sole discretion of the Grantee.**

19 **The Grantee is hereby empowered to execute, acknowledge and deliver**
20 **such deeds, deeds of trust, leases and other instruments necessary to carry**
21 **out the foregoing powers.**

22 **No party, including any purchaser, lessee or lender, dealing with the**
23 **Grantee or Successor in Interest will be obligated or liable: (i) to see to the**
24 **application of the proceeds from any transaction involving the property; (ii) to**
25 **see that the terms of the Company have been complied with; (iii) to inquire**
26 **into the authority, necessity or expediency of any act of the Grantee or**
27 **Successor in Interest; or (iv) be privileged to inquire into, review or examine**
28 **any of the terms of the Company without the permission of the Grantee or**
29 **Successor in Interest.**

30 **Every deed, deed of trust, mortgage, lease or other instrument executed**
31 **by the Grantee will be conclusive evidence in favor of every person claiming any**
32 **right, title or interest there under that: (i) at the time of the delivery of such**
33 **instrument, the Company was in full force and effect; (ii) such instrument was**
34 **executed in accordance with the terms and conditions of such Company,**
35 **however amended, and is binding upon all beneficiaries of the Company; (iii)**
36 **the Grantee was duly authorized and empowered to execute and deliver every**

1 such instrument; and (iv) if such instrument is executed by, or such
2 transaction involves, a Successor In Interest or Assign, that such Successor or
3 Assign has been properly appointed and fully vested with all of the title, estate,
4 rights, powers, duties and obligations of the Initial Grantee.

5 The Grantee's Members, Managers, Officers, and Directors, will have no
6 individual liability or obligation whatsoever arising from their ownership of the
7 legal title of said property or with respect to any act done or contract entered
8 into or indebtedness incurred by them, jointly or severally, in dealing with said
9 property or in otherwise acting in such capacity, except only as far as the
10 property and any Company funds are in actual possession of such person and
11 are applicable to the payment and discharge thereof.

12 The Grantor covenants that Grantor has the right to convey the property
13 to Grantee, that Grantee will have quiet possession of the property, that
14 Grantor has done no undisclosed act to encumber the property, and that
15 Grantor will execute such further assurances of the property as may be
16 required.

17 The designation of Grantor and Grantee includes their heirs, successors
18 and assigns, and includes the singular, plural, masculine, feminine or neuter
19 as required by the context.

20 The inclusion of any Postal Address, Tax Map or Parcel Identification
21 Number in this Deed is made pursuant to **Section 17.1-252** of the **Virginia**
22 **Code, 1950**, as amended, or other Sections of such Code, and such Number is
23 not a part of the legal description of the property conveyed, and the Grantor
24 makes no warranty as to its accuracy.

25 *[Signature page follows.]*
26

Deed of Real Estate

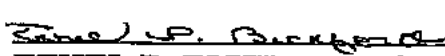
SIGNATURE PAGE

Deed of Real Estate

WITNESS the following signatures and seals:



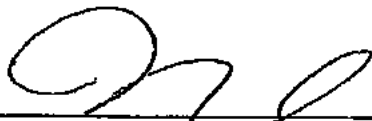
[Seal]

JOHN E. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

[Seal]

ETHEL P. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
COUNTY OF BUCKINGHAM)ss.The foregoing Deed, consisting of FIVE pages, including this signature page,
was acknowledged before me on JUNE 3, 2020, by JOHN E. BICKFORD and
ETHEL P. BICKFORD, Initial Trustees of the JOHN AND ETHEL BICKFORD
LIVING TRUST, Dated JANUARY 17, 2006.JAMES P. SEIDL
Notary Public
Commonwealth of Virginia
Registration No. 183806
My Commission Expires Dec 31, 2022
James P. Seidl, Esq., Virginia Notary ID #183806
My Commission expires: December 31, 2022

[NOTARY SEAL]

This document was prepared solely from information provided by the Grantor,
and without title examination, and may not reflect all matters affecting the
description of the property or its ownership. Prepared by:James P. Seidl, Esquire
Virginia State Bar #35146
James P. Seidl Law Offices, PC
5672 Flintstone Drive, Suite 100
Barboursville, Virginia 22923-2810

-Page 5-

035 Rec Fee
St. R. Tax
Co. R. Tax
Transfer
Clerk
Lib. (145)
T.T.F.
Grantor Tax
038 Proc. Fee
Total \$4.00
1.00
14.50
1.00
6.00
23.00

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

The foregoing instrument with acknowledgement
was admitted to record on June 16 2020
at 2:15P M. in D.B. 472 Page(s) 75-79

Teste: JUSTIN D. MIDKIFF, CLERK

BY:  DEPUTY CLERK

16/14 #2020-905
Prepared by, and recorded Deed to be returned to:

James P. Seidl, Esquire
James P. Seidl Law Offices, PC
5672 Flintstone Drive, Suite 100
Barboursville, Virginia 22923-2810
[Virginia State Bar #35146]

The Code of Virginia §58.1-811(A)(10) and 58.1-811(D) exempts this conveyance by deed from recordation taxes, including those imposed by §§58.1-801, 58.1-802 and 58.1-814. The existence of title insurance is unknown to the preparer.

**COMMONWEALTH OF VIRGINIA
COUNTY OF BUCKINGHAM
GENERAL WARRANTY DEED OF GIFT**

GRANTOR
JOHN E. BICKFORD, and
ETHEL P. BICKFORD, Initial Co-Trustees, of the **JOHN AND ETHEL BICKFORD LIVING TRUST**, Dated **JANUARY 17, 2006**

As a Tenant in Common, holding an undivided 20% interest

**P.O. BOX 192
NEW CANTON, VIRGINIA 23123**

GRANTEE
BICKFORD FAMILY LANDS, LLC,
A Virginia Limited Liability Company,
As a Tenant in Common, holding an undivided 20% interest

**P.O. BOX 192
NEW CANTON, VIRGINIA 23123**

Date of this Deed: **JUNE 3, 2020**

Consideration: \$0

Acreage (according to County Assessor's Office): **14.670 acres ±**

County Tax Map Number: **#43-50A**

WITNESS:

That for estate and business planning purposes, and for no monetary consideration, the Grantor does hereby give, grant and convey with General Warranty of Title, to the Grantee, and its Successors in Interest and Assigns, the following described property, lots, tracts, or parcels of land, together with improvements thereon, situate, lying and being in the **MARSHALL MAGISTERIAL DISTRICT, COUNTY OF BUCKINGHAM, COMMONWEALTH OF VIRGINIA**, fronting on Virginia Secondary Route #672:

Containing 14.670 acres, more or less, and being more particularly shown and described by a Plat of Survey prepared by William W. Dickerson, JR. L.S., dated **SEPTEMBER 12, 2008**, and recorded with that certain Boundary Line Adjustment Deed, dated **SEPTEMBER 24, 2008**, and recorded

Deed of Real Estate

1 October 8, 2008, among the Land Records of the COUNTY OF
2 BUCKINGHAM, COMMONWEALTH OF VIRGINIA, in Deed Book
3 364, at Page 674; said Plat also recorded among said Land
4 Records in Plat Cabinet A, as part of Slide 189F

5 The above conveyed land was made with regard to that certain
6 Parcel of Land known as County Tax Map #43-51; reference is
7 made to that certain Deed recorded at Book 343, Page 540,
8 among said Land Records, with further reference made to Plat
9 titled "DICK PURCELL LAND, CATTLE & TBR CORP., D.B. 314,
10 P. 663, PLAT P.C. A-72".

11 Being an undivided 20% (Twenty Percent) of the above
12 described property, previously conveyed from H. CURTIS
13 PEARSON, JR, by Boundary Line Adjustment Deed dated
14 September 24, 2008, and recorded OCTOBER 8, 2008, among
15 the Land Records of the COUNTY OF BUCKINGHAM,
16 COMMONWEALTH OF VIRGINIA, in Deed Book 364, beginning
17 at Page 674, to JOHN E. BICKFORD and ETHEL P. BICKFORD,
18 Trustees of the JOHN AND ETHEL BICKFORD LIVING TRUST,
19 DATED JANUARY 17, 2006, as a Tenant in Common with DICK
20 PURCELL LAND, CATTLE AND TIMBER, CORP., a Virginia
21 Corporation, holding the remaining undivided 80% interest as
22 a Tenant in Common, and its assigns and successors in
23 interest

24 JOHN E. BICKFORD and ETHEL P. BICKFORD, Trustees of the
25 JOHN AND ETHEL BICKFORD LIVING TRUST, DATED
26 JANUARY 17, 2006, hereby convey said 20% undivided
27 interest to the Grantee herein.

28 References to the aforementioned deeds, plats and other instruments of
29 record, and further references therein, are hereby expressly made for a more
30 particular description of the property hereby conveyed, and for further
31 derivation of title to the conveyed property. If any discrepancy exists, now or
32 hereafter, with regard to the acreage being conveyed, this conveyance is in
33 gross and not by acreage.

34 This conveyance remains subject to any mortgage or indebtedness, which
35 is in effect at the time of conveyance, and the undersigned acknowledge being
36 bound by the terms of any mortgage or indebtedness on the conveyed property.

1 Together with all its appurtenances, and subject to all other
2 conveyances, exceptions, easements, rights of way, covenants, conditions,
3 restrictions, reservations, and other instruments duly recorded, or which may
4 be apparent on the premises, as well as ordinances, codes, and regulations,
5 legally affecting the property, and constituting constructive notice in the chain
6 of title of the property, except as expressly limited or expired.

7 THE GRANTEE TO HAVE AND TO HOLD SAID PROPERTY IN FEE
8 SIMPLE UNDER ITS ARTICLES AND BY-LAWS, AS THESE INSTRUMENTS
9 MAY BE AMENDED FROM TIME TO TIME, AND OTHER TERMS OF THE
10 BICKFORD FAMILY LANDS, LLC, A VIRGINIA LIMITED LIABILITY
11 COMPANY, FOR THE BENEFIT OF ITS MEMBERS, ASSIGNS, AND
12 SUCCESSORS IN INTEREST.

13 SAID COMPANY HOLDING AN UNDIVIDED 20% (TWENTY PERCENT)
14 INTEREST AS A TENANT IN COMMON WITH DICK PURCELL LAND CATTLE
15 AND TIMBER CORPORATION, A VIRGINIA CORPORATION, AND ITS
16 SUCCESSORS AND ASSIGNS, HOLDING THE REMAINING UNDIVIDED 80%
17 (EIGHTY PERCENT) INTEREST IN THIS PROPERTY.

18 TO FURTHER HAVE AND TO HOLD the property with full power and
19 authority given to the Grantee, and Successor Members, Managers, Officers,
20 and Directors, subject to the terms of the Company to protect, conserve and
21 manage; to sell, convey, exchange or otherwise dispose; to lease, and to extend,
22 terminate or modify a lease; to pledge, assign, encumber, mortgage, or
23 subdivide; and to grant options, licenses and easements for utility or other
24 purposes across, over and under the property.

25 All of these foregoing powers may be exercised by the Grantee from time
26 to time, for any period of time, under such terms and conditions, with or
27 without consideration, pertaining to the property either in whole or in part,
28 including any improvements, in the sole discretion of the Grantee.

29 The Grantee is hereby empowered to execute, acknowledge and deliver
30 such deeds, deeds of trust, leases and other instruments necessary to carry
31 out the foregoing powers.

32 No party, including any purchaser, lessee or lender, dealing with the
33 Grantee or Successor in Interest will be obligated or liable: (i) to see to the
34 application of the proceeds from any transaction involving the property; (ii) to
35 see that the terms of the Company have been complied with; (iii) to inquire
36 into the authority, necessity or expediency of any act of the Grantee or

Deed of Real Estate

1 Successor in Interest; or (iv) be privileged to inquire into, review or examine
2 any of the terms of the Company without the permission of the Grantee or
3 Successor in Interest.

4 Every deed, deed of trust, mortgage, lease or other instrument executed
5 by the Grantee will be conclusive evidence in favor of every person claiming any
6 right, title or interest there under that: (i) at the time of the delivery of such
7 instrument, the Company was in full force and effect; (ii) such instrument was
8 executed in accordance with the terms and conditions of such Company,
9 however amended, and is binding upon all beneficiaries of the Company; (iii)
10 the Grantee was duly authorized and empowered to execute and deliver every
11 such instrument; and (iv) if such instrument is executed by, or such
12 transaction involves, a Successor In Interest or Assign, that such Successor or
13 Assign has been properly appointed and fully vested with all of the title, estate,
14 rights, powers, duties and obligations of the Initial Grantee.

15 The Grantee's Members, Managers, Officers, and Directors, will have no
16 individual liability or obligation whatsoever arising from their ownership of the
17 legal title of said property or with respect to any act done or contract entered
18 into or indebtedness incurred by them, jointly or severally, in dealing with said
19 property or in otherwise acting in such capacity, except only as far as the
20 property and any Company funds are in actual possession of such person and
21 are applicable to the payment and discharge thereof.

22 The Grantor covenants that Grantor has the right to convey the property
23 to Grantee, that Grantee will have quiet possession of the property, that
24 Grantor has done no undisclosed act to encumber the property, and that
25 Grantor will execute such further assurances of the property as may be
26 required.

27 The designation of Grantor and Grantee includes their heirs, successors
28 and assigns, and includes the singular, plural, masculine, feminine or neuter
29 as required by the context.

30 The inclusion of any Postal Address, Tax Map or Parcel Identification
31 Number in this Deed is made pursuant to **Section 17.1-252** of the **Virginia**
32 **Code, 1950**, as amended, or other Sections of such Code, and such Number is
33 not a part of the legal description of the property conveyed, and the Grantor
34 makes no warranty as to its accuracy.

35 *[Signature page follows.]*
36


Deed of Real Estate

SIGNATURE PAGE
Deed of Real Estate

WITNESS the following signatures and seals:

 [Seal]JOHN E. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006. [Seal]ETHEL P. BICKFORD, Grantor and Initial Trustee of the JOHN AND
ETHEL BICKFORD LIVING TRUST, Dated JANUARY 17, 2006.

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
COUNTY OF BUCKINGHAM)ss.The foregoing Deed, consisting of FIVE pages, including this signature page,
was acknowledged before me on JUNE 3, 2020, by JOHN E. BICKFORD and
ETHEL P. BICKFORD, Initial Trustees of the JOHN AND ETHEL BICKFORD
LIVING TRUST, Dated JANUARY 17, 2006.JAMES P. SEIDL
Notary Public
Commonwealth of Virginia
Registration No. 183806
My Commission Expires Dec 31, 2022
James P. Seidl, Esq., Virginia Notary ID #183806
My Commission expires: December 31, 2022

[NOTARY SEAL]

This document was prepared solely from information provided by the Grantor,
and without title examination, and may not reflect all matters affecting the
description of the property or its ownership. Prepared by:James P. Seidl, Esquire
Virginia State Bar #35146
James P. Seidl Law Offices, PC
5672 Flintstone Drive, Suite 100
Barboursville, Virginia 22923-2810

-Page 5-

035 Rec Fee
St. R. Tax
Co. R. Tax
Transfer
Clerk
Lib.(145)
T.T.F.
Grantor Tax
036 Proc. Fee
Total \$11.00
1.00
1.00
1.00
1.00
1.00
1.00
1.00
1.00
1.00

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

The foregoing instrument with acknowledgement
was admitted to record on June 15 20 22
at 2:20 PM. in D.B. 479 Page(s) 80-84

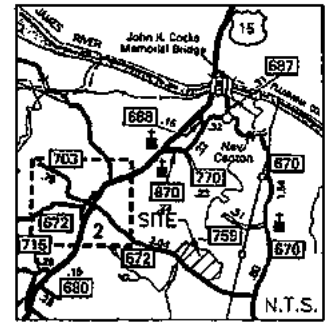
Teste: JUSTIN D. MIDKIFF, CLERK

BY:  DEPUTY CLERK

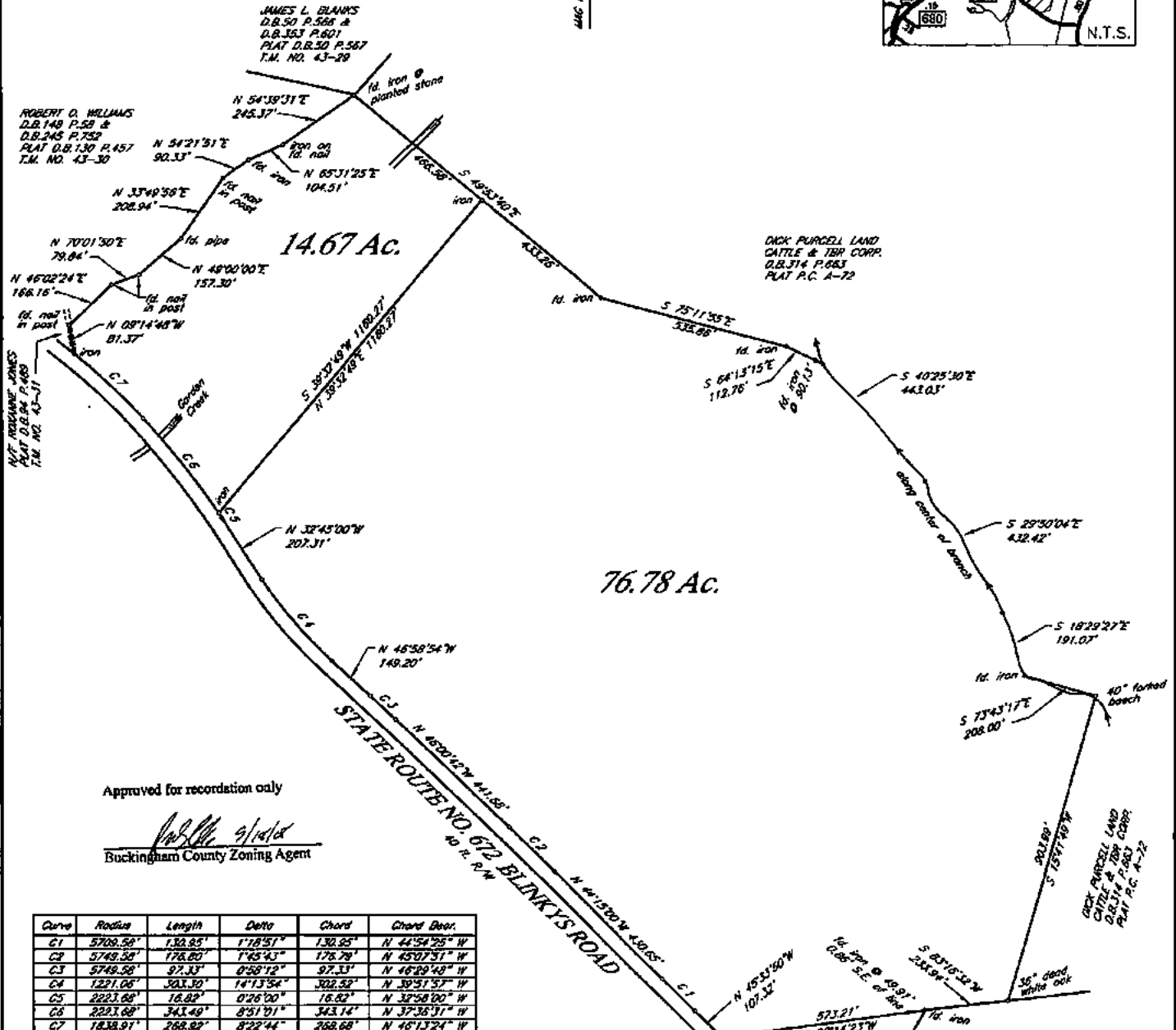
WILLIAM W. DICKERSON, JR.

LAND SURVEYOR
500 Court Street P.O. Box 112
Appomattox, Virginia 24522

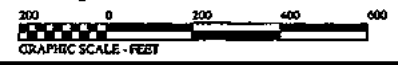
LOCATION MAP



- NOTES: 1. 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
4. T.M. NO. 43-30



10/8/08
MALCOLM BOOKER, JR., CLERK
10/8/08



APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: TBD/Not Assigned

Applicant: Mountain Pine Arvonias & Mountain Pine Arvonias II

Location: Tax Maps, 43-50, 43-50A, 43-51, 43-41, 54-190, 54-157 (New Canton)

Proposed Use: Solar

For VDOT use only:

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

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

Access points to Department maintained roadways will be evaluated through the County site plan review process for compliance with Department regulations and standards.

The DRAFT Arvonias Solar Traffic Route and Evaluation Study dated September 2023 provided to the Department by the applicant does not provide sufficient information to fully evaluate the construction traffic impacts. Study comments can follow after a formal submission through the County review process.

Signature of VDOT Resident Engineer: _____

Printed Name: B.Lokker, PE (Asst RE) Date: 10-6-23

Buckingham County Planning Commission
December 18, 2023
Administration Building
6:00 PM
Introduction Case 23-SUP336

Owner/Applicant:	Landowner	C & S Retreats LLC 14585 S Constitution Route Scottsville VA 24590
	Applicant	Lynne Plante, Kwik Permits LLC 14411 Round Lick Lane Centreville VA 20120

Property Information: Tax Map 16 Parcel 61 containing approximately 245.57 acres, located at 14585 S Constitution Route Scottsville VA 24590, Slate River Magisterial District.

Zoning District: Agricultural District (A-1)

Request: The Applicant wishes to Obtain a Special Use Permit to Construct a mechanical equipment shed to house and protect maintenance equipment.

Background/Zoning Information: The parcel is located on State Route 20 at 14585 S Constitution Route Scottsville VA 24590, Tax Map 16 Parcel 61 containing approximately 245.57 acres, Slate River Magisterial District. The landowner is C & S Retreats LLC, and the applicant is Lynne Plante, Kwik Permits LLC. This property is zoned Agriculture (A-1), and a Special Use Permit 18-SUP261, was approved November 13, 2018 by the Board of Supervisors, for the construction and operation of a private corporate retreat. A copy of this file is attached. The written narrative contained in the application for the existing approved Special Use Permit contains specific information regarding the number of buildings to be constructed under the request of the special use permit. All of the structures included in that request have been built. The building requested in the new application, 23-SUP336, constitutes this new request as it is not included in the parameters of 18-SUP261, and further supports the use and activities of the private corporate retreat. The Zoning Ordinance states, "A nonconforming use of property or a conforming use the requirements for which are changed by this ordinance, shall comply with the requirements of this ordinance before it is expanded or enlarged or additional buildings or structures may be constructed or added to carry out or support the use". The conversations for the construction of this new building began late 2022 with a follow up meeting to discuss necessary steps forward. Mr. Waltman sent a SUP application to be reviewed on January 4, 2023 and I responded on January 12, 2023 informing him that the application was incomplete. The discussion started again when a zoning/building permit application was received September 6, 2023 from Lynne Plant, Kwik Permits LLC. Once again, this request required a SUP application to move forward. The Zoning Ordinance does not allow a private corporate retreat and the uses and activities therein as a Permitted Use. However, Within the A-I Agricultural District, a private

corporate retreat, and its uses and activities, 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 is 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. 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.
6. 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.
7. 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.
8. 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
9. 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.
10. That the applicant(s) and landowner(s) understands the conditions and agrees to the conditions.

APPLICATION FOR A SPECIAL USE PERMIT

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

DATE OF APPLICATION: 10-17-23

Special Use Permit Request: Construction of detached
mechanical equipment shed.

Purpose of Special Use Permit: To house and protect
maintenance equipment

Zoning District: 6 (A1 and R1) Number of Acres: 245.57 ac

Tax Map Section: 16 Parcel: _____ Lot: 52961 Subdivision: _____ Magisterial Dist.: _____

Street Address: 14585 S Constitution Route, Scottsville, VA
Directions from the County Administration Building to the Proposed Site: 24590

See attached.

Name of Applicant: Lynne Plante, Kwik Permits, LLC
Mailing Address: 14411 Round Lick Lane, Centerville, VA 20120

Daytime Phone: 703-403-9197 Cell Phone: 703-403-9197

Email: LynneCP5@gmail.com Fax: _____

Name of Property Owner: C & S Retreats, LLC
Mailing Address: 14585 S Constitution Route, Scottsville, VA 24590

Daytime Phone: 434-960-1353 Cell Phone: 434-960-1353

Email: WendelleCSRetreats.com Fax: _____

Signature of Owner: C. Wendelle Date: 10-17-23

Signature of Applicant: Lynne Plante Date: 10-16-23

Please indicate to whom correspondence should be sent:

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

13380 W James Anderson Hwy
to 14585 S Constitution Rte

22 min

19.8 miles

IRS reimbursement: **\$12.94**



Head toward W James Anderson Hwy. Go for 161 ft.

Then 0.03 miles



Turn right onto W James Anderson Hwy (US-60). Go for 3.7 mi.

Then 3.7 miles



Turn left onto N James Madison Hwy (US-15 N). Go for 1.4 mi.

Then 1.4 miles



Turn left onto S Constitution Rte (VA-20). Go for 14.6 mi.

Then 14.6 miles



14585 S Constitution Rte
Scottsville, VA 24590-6263

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: See attached

Mailing Address: _____

Physical Address: _____

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

2. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ 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: _____

C&S SUP
Adjacent Property Owners List
From 2022 TaxMap

Parcel #16-42

Owner Name

Bare, Charles & Carolyn

Owner Address

4459 Georga Creek
SCOTTSVILLE VA 24590

Lot Information/Lot Description

RT 20 - 3 MI S OF
SCOTTSVILLE
14.742 AC

Parcel #9-37

Owner Name

HUNEYCUTT BRIAN A & CARMALITA A

Owner Address

6006 SWEET DALE CT
SPRINGFIELD VA 22152

Lot Information/Lot Description

RT 20 - 4 MI S OF
SCOTTSVILLE
81.62 AC

Parcel #9-36A

Owner Name

ROBERTSON ANDREW B & PATRICIA B

Owner Address

15103 S CONSTITUTION RTE
SCOTTSVILLE VA 24590

Lot Information/Lot Description

NEAR RT 20 - 3 MI NW OF
CENTENARY
48.06 AC

Parcel #9-36

Owner Name

LEWIS CLYDE LESLEY & TROY RODERICK

Owner Address

3100 HORNSEA RD
CHESAPEAKE VA 23325

Lot Information/Lot Description

NEAR RT 20 - 3 MI NW OF
CENTENARY
48.06 AC

C&S SUP
Adjacent Property Owners List
From 2022 TaxMap

Parcel #9-32

Owner Name

WASHINGTON VIRGINIA L & EARL M

Owner Address

93 W WEAVER ST
PHILADELPHIA PA 19119

Lot Information/Lot Description

OFF RT 695 - 3 MI NW OF
CENTENARY
51 AC

Parcel #9-26

Owner Name

AYERS-COHEN PAMELA & RONALD L AYERS

Owner Address

231 HUMMINGBIRD LN
BENSALEM PA 19120

Lot Information/Lot Description

RT 695 - 3 MI W OF
CENTENARY
8.23 AC

Parcel #9-23

Owner Name

FULFORD ROBERT WAYNE & JESSICA

Owner Address

830 WHITE ROCK RD
SCOTTSVILLE VA 24590

Lot Information/Lot Description

RT 695 - 3 MI W OF
CENTENARY
7.42 AC

Parcel #9-21

Owner Name

FULFORD RALPH W & PATRICIA A

Owner Address

1364 WHITE ROCK RD
SCOTTSVILLE VA 24590

Lot Information/Lot Description

RT 695 - 2 1/2 MI W OF
CENTENARY
19.972 AC

C&S SUP
Adjacent Property Owners List
From 2022 TaxMap

Parcel #15-52

Owner Name

BLINCOE MELVIN L

Owner Address

714 PALATINE AVE
CHARLOTTESVILLE VA 22902

Lot Information/Lot Description

RT 678 - 3 MI W OF
CENTENARY
46.1 AC

Parcel #16-33

Owner Name

EMANUEL CATHERINE A & EDWARD J

Owner Address

14123 S CONSTITUTION RTE
SCOTTSVILLE VA 24590

Lot Information/Lot Description

OFF RT 20 - 2 1/2 MI NW
OF CENTENARY
38.39 AC

Parcel #16-48

Owner Name

JOHNSON LEONARD E & KARA H JOHNSON

Owner Address

541 BLACKS LN
SCOTTSVILLE VA 24590

Lot Information/Lot Description

OFF RT 20 -2 1/2 MI NW OF
CENTENARY
44.239 AC

Parcel #16-47

Owner Name

PARSON STEVEN H

Owner Address

6205 GOLD YARROW LN
UPPER MARLBORO MD 20772

Lot Information/Lot Description

RT 20 - 2 MI N OF
CENTENARY
55 AC

C&S SUP
Adjacent Property Owners List
From 2022 TaxMap

Parcel #16-53

Owner Name

STALEY HENRY B

Owner Address

1136 KINGSLAND CT

ST JOHNS FL 32259

Lot Information/Lot Description

NEAR RT 20 - 2 1/2 MI NW

OF CENTENARY

4 AC

Parcel #16-60

Owner Name

PARSONS ROLAND D

Owner Address

PO BOX 655

CHELTENHAM MD 20623

Lot Information/Lot Description

RT 20 - 2 1/2 MI N OF

CENTENARY

24 AC

Section
9

SECTION 16

ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This 17th day of October, year 2023

I C. Stephen Wendell 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)

C. Stephen Wendell

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

NOTARY:
COMMONWEALTH OF VIRGINIA

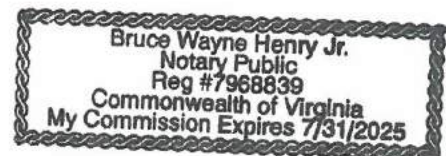
COUNTY OF _____

STATE OF _____

Subscribed and sworn to me on the 17th day of OCTOBER,

of the year 2023. My Commission expires on _____.

Notary Public Signature: Bruce Wayne Henry Jr.
Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 17th day of October, of the year 2023

I C. Stephen Wendell (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)

C. Stephen Wendell

NOTARY PUBLIC

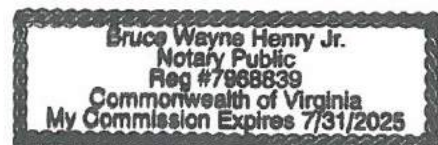
COUNTY OF _____ STATE OF _____

Subscribed and sworn to me on this 17th day of OCTOBER

of the year 2023. My commission expires _____.

Notary Public Signature: Bruce Wayne Henry Jr.

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):

Wooded lot with retreat center,
detached garage, and gates.

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

Wooded lot with retreat center
built in 2020. See Cultural
Resource Assessment prior to center
being built.

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

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 X

If yes, please explain any impact:

Owner/Applicant Signature: C. Stephen Wendell Date: 10.17.23

Printed Name: C. Stephen Wendell Title: Manager

CULTURAL RESOURCE ASSESSMENT AND RECORD CHECK FOR PENDING DEVELOPMENT APPLICATIONS (Cont.)

County Records Check (describe history of this property):

Ownership

A deed search for parcels 16-52 and 16-61 was conducted at the Buckingham County Courthouse on May 11, 2018. Results of the search are summarized as follows:

- September 1999 – transfer from Chesapeake Forest Products Company to Hawaii ERS Timberland, LLC January
- 2006 – transfer from Hawaii ERS Timberland LLC to RMA Lumber Inc.

In June 2018, the parcels were purchased by C & S Retreats LLC from RMA Lumber Inc.

Land History (from historical aerial photo review)

1958— South Constitution Route can be seen to the east and White Rock Road to the northwest. Parcels 16-52 and 16-61 appear to be covered by densely populated, mature trees. Several streams can be seen on these parcels.

1967— No significant changes from the 1958 photo are noted.

1975— The land cover appears similar to that in the 1958 and 1975 photo. Several unfinished trails/roads appear to have been established on Parcels 16-52 and 16-61.

1994— The northern portion of Parcel 16-52 appears to have been cleared. The remainder of the land cover appears to remain the same as in the 1975 photo.

2008— Three ponds have been established in the southeastern portion of Parcel 16-61. The network of unfished roads across Parcels 16-52 and 16-61 has expanded. The southeastern portion of Parcel 16-61 appears to have been clear-cut. The northern portions of Parcels 16-52 and 16-61 have sparse tree cover as compared to the 1994 photo. The southern and central portions of Parcel 16-52 appear to be dense wooded areas. Adjacent land southwest of Parcel 16-52 has been cleared. The residences to the east of the Subject Property along South Constitution Route have been constructed.

2011— The majority of Parcels 16-52 and 16-61 have been clear-cut, with the exception of some trees remaining near the ponds and along the streams.

2014— Parcels 16-52 and 16-61 appear as they do today. Ground cover in the open areas of the parcels appear to be more established.

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: Lynne Plante, Kwik Permits for C & S Retreats, LLC

Location: 14585 S. Constitution Road, Scottsville, VA 24590

Proposed Use: Construction of detached mechanical

For VDOT use only: equipment shed 60' x 100'

_____ 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 17th day of OCTOBER, in the year of 2023

I C. Stephen Wendell the owner of 16-61, 9-24 A+B
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint JOHN WALTMAN
(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 17 of the month OCTOBER in the year of 2023 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):

C. Stephen Wendell

NOTARY PUBLIC

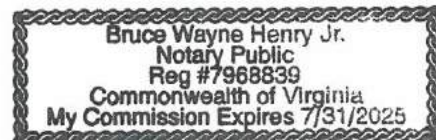
County of _____ State of _____

Subscribed and sworn before me on the 17th day of OCTOBER

in the year 2023. My commission expires _____.

Signature of Notary Public: Bruce Wayne Henry Jr.

Stamp:



PROJECT NARRATIVE

C & S Retreats LLC (C&S) requests a Special Use Permit to construct a detached mechanical equipment shed.

Summary

A Special Use Permit is being requested for C&S Retreats, 14585 South Constitution Route, Scottsville, Va 24590.

The stand-alone metal equipment shed measures 100' l x 60' w x 16' 4" h and will be used to house and protect maintenance equipment. The equipment shed has three overhead doors and stairs to the loft which will be used for storage. Access is strictly private with no public access.

1. Land Use

The land use remains unchanged: private retreat center, detached garage, and gates.

2. Community Design

N/A – private equipment storage only.

3. Cultural Resources

N/A – private equipment storage only.

4. Economic Development

N/A – private equipment storage only.

5. Environment

This equipment shed will be built with high-quality construction materials and in keeping with the ascetics of the retreat center. As such, no anticipated environmental impact is anticipated.

6. Fire and Rescue, Law Enforcement

The equipment shed should not place undue burden on community services such as fire and rescue and law enforcement.

7. Housing

N/A – private equipment storage only.

8. Libraries

N/A – private equipment storage only.

9. Parks and Open Spaces

N/A – private equipment storage only.

10. Potable Water

Potable water will be supplied to the facility by a well drilled on the property. The well was previously approved and permitted during initial building construction.

11. Sewage

The equipment shed is designed to contain 1 utility bathroom. A septic system is available to handle disposal of sewage and waste water. The septic system was previously approved and permitted during initial building construction.

12. Schools

N/A – private equipment storage only.

13. Telecommunications

N/A – private equipment storage only.

14. Transportation

N/A – private equipment storage only.

15. Solid Waste

N/A – private equipment storage only.

C & S Retreats LLC appreciates the opportunity to present this application for a Special Use Permit to the Buckingham County Planning Commission and Zoning Board. We look forward to working with the County throughout the process.

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: C. St. John

Date: 10.17.23

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.

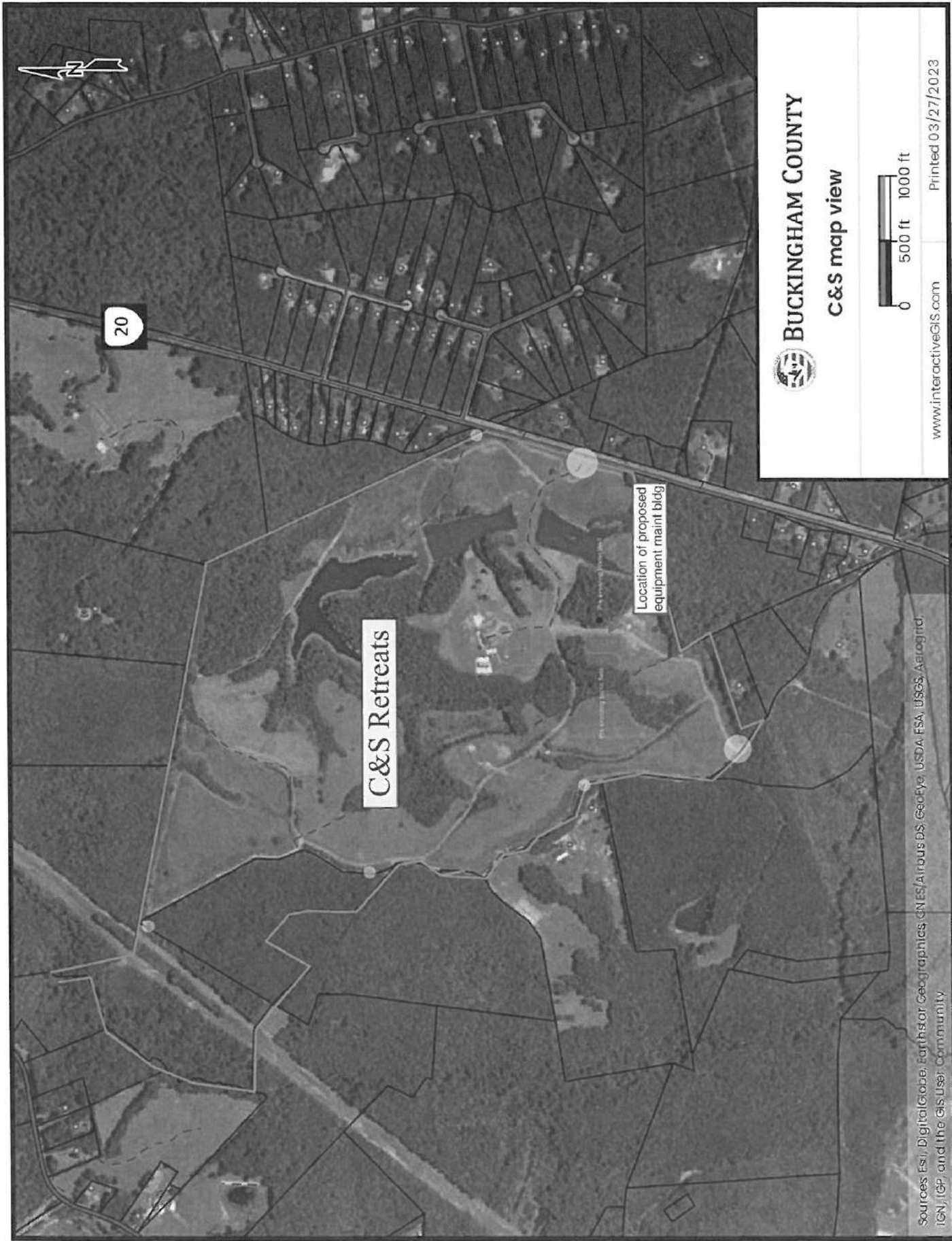
Following the Planning Commission Public Hearing, the Planning Commission may make a recommendation to approve / deny / or table the case for more information. Once the Planning Commission makes a recommendation to approve or deny, this recommendation will be forwarded to the Board of Supervisors at 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.



 BUCKINGHAM COUNTY

C&S map view

0 500 ft 1000 ft

www.interactiveGIS.com

Printed 03/27/2023

Sources: Esri, DigitalGlobe, Earthstar, GeoEye, USDA FSA, USGS, AeroGRID, IGN, and the GIS User Community

TAX RECEIPT

Ticket #:00001720001 @@

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

Date : 10/31/2023
Register: TC4/TC1
Trans. #: 33344
Dept # : SPUSE
Acct# :

SPECIAL USE PERMIT - ZONING
16 61

Previous
Balance \$.00

Principal Being Paid \$ 200.00
Penalty \$.00
Interest \$.00
Convenience Fee \$.00
Amount Paid \$ 200.00

C AND S RETREATS

*Balance Due \$.00

Cr Cd 200.00 # 6769*****

Pd by WALTMAN JOHN P /C AND S RETREATS
BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 10/2023

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: Lynne Plants, Kwik Permits for C & S Retreats, LLC

Location: 14585 S Constitution Road, Scottsville, VA 24590

Proposed Use: Construction of detached mechanical equipment shed 60' x 100'

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:

A previously permitted VDOT Commercial Entrance exists at this location and will accommodate the proposed use.

Signature of VDOT Resident Engineer: _____

Printed Name: _____

Date: 11/13/23

Re: Public Hearing: Cae 18SUP261 C&S Retreats LLC Request for a private retreat Rt. 20

Cobb: Yes, this is case 18SUP261. C&S Retreats is the owner applicant. Tax map section 16, Lots 52 and 61 containing 250 acres on S. Constitution Route in the Slate River Magisterial District. The Planning Commission held their public hearing September 24 and is recommending approval with conditions. The applicant is here and would like to make a presentation.

Conditions:

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. That a building permit shall be obtained within one year of the approval by the Board of Supervisors or this shall be null and void.
4. That a certificate of occupancy for the main building shall be obtained within two years of the issuance of the building permit or this special use permit shall be null and void.
5. That all documentation submitted by the applicant in support of this request becomes a part of the conditions.
6. The facility shall be used for private corporate retreat to include meetings, conferences, receptions, trainings, team exercises and similar such activities. If the owner/applicant wishes to expand the use to activities and events that are open to the public or will meet the definition of "Event" in the Buckingham County Zoning Ordinance then a new permit shall be required.
7. Ample parking for deliveries, employees, customers and guests shall be supplied on premises and no roadway shoulders shall be used.
8. The applicant will pursue a commercial solid waste container and follow the County Solid Waste Ordinance.
9. Exterior lighting will be directed downward and inward to the extent feasible in order to prevent any glare on adjacent properties. Any lighting for surveillance will be at minimum foot candles for visibility and shall be pointed in a down direction.
10. The Virginia Department of Transportation shall approve access to the proposed facility and the applicant will provide all required improvements.
11. All fencing must be properly maintained and in sufficient condition to contain the animals on the subject property.
12. The total occupancy shall not exceed 100 persons.
13. The noise ordinance must be adhered to.
14. 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.
15. That any infraction of the above mentioned conditions could lead to a stop order and discontinuation of the use, if it be the wishes of the Board of Supervisors.

16. 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.
17. 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.
18. That the applicant(s) understand the conditions and agrees to the conditions.

Snoddy: Mr. Chairman, Members of the Board, I am Bob Snoddy as all of you know. It seems my life has been a series of a technical difficulties. This is an application for Special Use Permit by C&S Retreats LLC. Here with me tonight is the construction manager, Mike Hammond and also one of the principles of the company, Charles Wendell. We've been before you before and presented to you before. First and foremost we want you to see the project overview. We are not going to hit on every piece of information that's out there but I do call to your attention there is 254 acres about 5 miles south of James River on Rt. 20 and we are seeking a special use permit to construct at "Private" retreat facility for a series of 23 companies have gone together and they will be sending their employees to relax for lack of a better phrase and enjoy what we enjoy every day. Ride out on 20 over the last month and you can't help but notice the colors along the road, the blue sky and at night the stars which a lot of these folks that work in town don't get to see. The retreat as noted on this first page of this overview, once constructed will have meeting once or twice a month with approximately 20-40 individuals participating. Larger events such as Christmas party or something of that nature might bring in as many as 80-100 folks. The capacity of the facilities, the overnight facilities is 20 rooms that could accommodate 40 people. The second page will give you more information that you might be more concerned with monetarily. #1, the cost of the site preparation you see is \$900,000. The improvements is \$2 million. The facility location is where it will not bother anyone by noise or light or traffic. The construction schedule is as you see it there, Mr. Wendell informed Mike tonight that he would like to see it in place by Christmas 2019. The schedule might be moved up somewhat. In addition to what is being proposed there are two expansions being proposed for the future but we will come back to you all for approval of those. One is a riding ring and the other are docks on 2 of 3 of those ponds. If you recall the three ponds that drop down and level, the bottom 2 will have docks and roads leading to them. The next is a site overview and you will see the plan indicates Rt. 20 on the right hand side and the entranceway at the bottom, the side road to the right is one of the future items, the riding ring that will be added on. Then the main campus of the retreat in the middle and the two docks will be on the two ponds toward the top of the site plan. The primary facility will be built originally on the center left portion of the picture and the overflow parking lot is in the bottom left hand portion of the picture. This is a frontal view of what it will look like. For your information there was some concern about the silhouette overwhelming the surrounding tree line. To accommodate and avoiding the issue we have lowered the site plan, lowered the building level approximately 4 feet. There was initially some concern about the light from the facility and the view of the facility from the back side as far as homes on the backside by that I mean the west side. We have planted since the last meeting 500

cypress trees that will grow from 3-6 feet a year between those houses along the ridge line as a site barrier for the houses back there. We understand from everyone that was here that raised an issue about it that that is an acceptable resolution of the issues they had raised. That's a rear view of the property. It's attractive. It's not overly fancy and there is not a steeple or anything that interrupts the sky view. It's quite nice. The benefits and concerns. The benefits is obviously tax revenue to the county. Not only tax revenue in the form of tax revenue from real estate and property taxes but tax revenue in the form of sales taxes from the folks in the beginning from construction and people that will be there. The planned staff is not going to be large. Just 2-3 people. Maybe 4. They will be primarily maintenance and security on the property not permanent folks that are there every day. Revenue to local business. We have already put out feelers about the excavation work. It's going to be considerable because not only will there be excavation of the facility itself but also upgrading and brining the ponds into compliance with DEQ and other state groups. Also we might add that we are waiting to hear back from the highway department at this time about an approval of what they want us to do on Rt. 20 in terms of a turning lane or no turning lane. There is very good site distance both north and south from this location. Very, Very good. If a turning lane is required, then that would be what's out there. There was some concern raised and I can't remember if it was by the Board or the Planning Commission about if we were going to be able to construct this according to the schedule. I think Mr. Wendell is here to speak to that again and he spoke to that the last time we were here and explained to you that these are a number of companies involved and the common thread in all of those companies is Mr. Wendell and his family. They are committed to this and are prepared to move forward and start in December if we get approval tonight and VDOT approval so I don't think there is any question about it. I think he explained the financial situation last time we were here. If you have questions about that please ask them because we are here to answer anything that you have. It is not going to be used as a hotel. It's going to be used as a retreat. It will be the employees of the various LLC's and corporations coming to use the serenity to deflate the stress on their backs in their lives on a normal basis. We hope we have dealt with every issue as far as adjoining owners, light, sound, silhouette and things of those nature as far as the business is concerned. If you do have any questions, we'll be glad to answer them. We do have one more picture. This is probably the most important. It gives you the distances and setbacks on the adjoining properties. You will see that in each direction from this facility in the center of the property there is a minimum of .28 of a mile distance from Rt 20 and 1/3 mile distance from the rear. There will be cypress screenings and the natural lay of the land, it's very rolling there and you will probably not be able to see any of the building from Rt. 20. Thank you. Questions?

Allen: Any questions? We will open it up Public Hearing.

David Ball, District 3: Hello David Ball, District 3. Once again, thank you. Quick comment on the local business, because of the location, local business will be Scottsville and I believe that is Albermarle County. That will be the closest Food Lion and gas and restaurants across the river. Will not be here in Buckingham. Just a point of order. My big concern has to do with dam safety. When it was in the ownership of a kin person of yours, they put those ponds in somewhere and the history here of the property is not accurate because 2011-14 is roughly when those 3 ponds were constructed. I remember from going back and forth on 20 to Charlottesville

and seeing it. Also, I had discussed this and it was on the radar on Ken Turner who was the dam safety engineer and I was in the Soil and Water Conservation District which I was part of dam safety work group. So to look at this dam there was never any record as far as when I talked to DCR to show that Mr. Allen had put in for an Agricultural Use application for these ponds so they never got approval. Let me read you the code, it says the purpose for proper and safe design for construction, operation and maintenance of dams for public safety no person or entity shall construct, begin to construct, alter or begin to alter, a pond structure until the Virginia Soil and Water Conservation Board issues a construction permit or alteration permit. That means you have to go to the state before you can approve it, the state has to approve it because this construction project is going to change the use of the property and is going to impact the application. The ponds that they have doesn't go to DEQ it goes to DCR and the Soil and Water Conservation Board. So it means they will have to go through state hearings and public hearings and public addresses and they are very strict about the requirements because they are going to have to do an inundation study. If you know the location and where it's at, where does it flow down to if there is a failure of the dams, it goes to Little Georgia Creek and what's just down path of that, Rt. 20. Where Little Georgia Creek crosses under Rt. 20 so if you get an inundation flood hit that, it's likely to do severe damage to Rt. 20 which is a major route north and south from Buckingham to Charlottesville. Now with that consideration too, you also have a community downstream from that inundation zone and that's Little Georgia Creek Community...

Allen: Time is up sir. You all mentioned that you all had to rework the dams?

Hammond: As far as those ponds go, we inherited those ponds when we brought the property but the first thing we did do was contact the State Water Control Board because there is water that flows through those ponds from 1 to 2 to 3 like you said down towards the Little Georgia Creek. I've walked it I don't know for sure that it's there. That's one of the things that's going to hold the permit up is waiting to hear back from the state to know what we've got to do to bring those ponds and dams up to code. Right now we are waiting to hear back from the state to see what we have to do but we are prepared. We are ready to do what we need to do with those. As far as the local businesses, Ali is loving us. That is Buckingham County. That's where we go to get something to drink, I like that place. The other impact to local businesses is I'm going to do my very best to use all local contractors. I'm trying to find everything I can in Buckingham. I'm not going to Charlottesville unless I have to. So that's what we are trying to do is trying to spread the wealth to the county. I know about the ponds and again we are going to do everything we have to do. I'm going to stock those ponds. I love fishing. We are going to get them up to code and contact somebody that's an expert on fishing and see if I can put large and small mouth bass in there, if I have to split them up. That's our goal. I want it to be nice. We are trying to preserve the frontage there so when you ride down Rt. 20 it looks the same just well cut. I'm not exactly sure if you will see the roof of the building I've got a lot of trees I want to plant but I want to clean up the pines there and put a fence up front. When you drive by you will still see Wintergreen in the back. It's going to look nice. That's my hope. Thank you.

Allen: We will close the public hearing and back to the board.

Chambers: Mr. Chairman, nobody in the district complained about it but one lady and she came back and said she was good about it because of the number of people. They addressed the number of people that are going to be there and she was good with it. I understand what Mr. Ball is saying but he doesn't live in Slate River District. Nobody in Slate River District has a problem with it. They are excited about it. So with that being said, I make a motion that we approve the special use permit with conditions.

Matthews: Second.

Allen: There's been a motion made and a second to approve. Any discussion? If not let's vote. 7 yes. So approved.

Supervisor Chambers moved, Supervisor Matthews seconded and was unanimously carried by the Board to approve with conditions Case 18SUP261 C&S Retreats LLC for a private retreat.

Wendell: Thank you very much.

Re: Public Hearing: 18SUP262 Rebecca Herndon Request for Antique Shop Rt. 15

Cobb: Yes, this is Case 18SUP262 application from Rebecca Herndon for an Antique Shop on tax map section 54, lot 91 containing 6 acres on North James Madison Hwy in the Marshall Magisterial District. The Planning Commission held their public hearing on September 24 and is recommending approval with conditions.

Conditions:

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. That commencement of the business shall begin within two years of the approval by the Board of Supervisors or this shall be null and void.
4. That all documentation submitted by the applicant in support of this request becomes a part of the conditions.
5. Ample parking for deliveries, employees and customers shall be supplied on premises and no roadway shoulders shall be used.
6. The applicant will pursue a commercial solid waste container and follow the County Solid Waste Ordinance.
7. Exterior lighting will be directed downward and inward to the extent feasible in order to prevent any glare on adjacent properties. Any lighting for surveillance will be at a minimum foot candles for visibility and shall be pointed in a down direction.
8. The Virginia Department of Transportation shall approve access to the proposed facility and the applicant will provide all required improvements.
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.

Buckingham County Planning Commission

December 18, 2023

Administration Building

6:00 PM

Introduction Case 23-SUP337

Owner/Applicant: Landowner Leon & Catherine Smucker
1008 Little Creek Road
Dillwyn VA 239369

Applicant Jonathan King
328 Johnson Station Road
Dillwyn VA 23936

Property Information: Tax Map 99, Parcel 18 containing approximately 47.057 acres, located at 1008 Little Creek Road Dillwyn VA 23936, Marshall Magisterial District.

Zoning District: Agricultural District (A-1)

Request: The Applicant wishes to Obtain a Special Use Permit for the Purpose of Building and Operating a Private School, Amish Parochial School. The Applicant is asking the Planning Commission to hold a public hearing for this request.

Background/Zoning Information: This property is located at 1008 Little Creek Road Dillwyn VA 23936, Marshall Magisterial District. The landowners are Leon & Catherine Smucker and the applicant is Jonathan King. This property is zoned Agriculture (A-1). The Zoning Ordinance does not permit a Private School as a Permitted by Right Use Agricultural A1 Zoning District. However, Within the A-1 Agricultural District, a Private School 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. Construction for the School shall begin within two (2) years of the time that the approval by the Board of Supervisors becomes final and non-appealable or this Special Use Permit shall become null and void.

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.

What are the wishes of the Planning Commission?

Set a hearing date and time?

January 22, 2024 6pm?

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: Amish Parochial School

Purpose of Special Use Permit: build and operate parochial school

Zoning District: 1 Number of Acres: _____

Tax Map Section: 99 Parcel: 18 Lot: _____ Subdivision: _____ Magisterial Dist.: Marshall

Street Address: 1008 Little Creek Rd Dillwyn VA
Directions from the County Administration Building to the Proposed Site: Rt 60 E to

Rt 15 N to right on Trents Mill Rd to left on Little Creek Rd to property on right approx. 1.5 mi.

Name of Applicant: Jonathan Z King Jr

Mailing Address: 328 Johnson Station Rd Dillwyn VA 23936

Daytime Phone: 434-390-8595 Cell Phone: _____

Email: _____ Fax: _____

Name of Property Owner: Leon + Catherine Smucker

Mailing Address: 1008 Little Creek Rd Dillwyn VA 23936

Daytime Phone: 434-983-1254 Cell Phone: _____

Email: _____ Fax: _____

Signature of Owner: _____ Date: _____

Signature of Applicant: Jonathan Z King Jr Date: 11-22-23

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: Daryl L Gregory

Mailing Address: 240 Little Creek Rd Dillwyn VA 23936

Physical Address: same

Tax Map Section: 99 Parcel: 3 Lot: _____ Subdivision: _____

2. Name: Adelle G Johnson

Mailing Address: ~~Adelle G Johnson~~ 298 Little Creek Rd Dillwyn VA 23936

Physical Address: same

Tax Map Section: 99 Parcel: 2 Lot: _____ Subdivision: _____

3. Name: Christopher C Davis

Mailing Address: 1024 Little Creek Rd Dillwyn VA 23936

Physical Address: _____

Tax Map Section: 99 Parcel: 1 Lot: 1A Subdivision: _____

4. Name: Christopher C Davis

Mailing Address: ~~Christopher C Davis~~ 1024 Little Creek Rd Dillwyn VA 23936

Physical Address: ~~1024~~

Tax Map Section: 99 Parcel: 1 Lot: 1 Subdivision: _____

6. Name: Frank Ray Large Jr c/o Allan Wallace Stoen TR

Mailing Address: 145 Piscataway Dr Tappahannock VA 22560

Physical Address: vacant

Tax Map Section: 99 Parcel: 43 Lot: _____ Subdivision: _____

7. Name: Frank R Large c/o Frankie R. Large Jr

Mailing Address: 3702 Trents Mill Rd Dillwyn VA 23936

Physical Address: _____

Tax Map Section: 99 Parcel: 42 Lot: _____ Subdivision: _____

8. Name: Frankie R Large Jr

Mailing Address: 3702 Trents Mill Rd Dillwyn VA 23936

Physical Address: _____

Tax Map Section: 99 Parcel: 19 Lot: A Subdivision: _____

9. Name: RLP Investments LLC

Mailing Address: PO Box 559 Amelia CH VA 23002

Physical Address: _____

Tax Map Section: 99 Parcel: 19 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 1st day of Dec., year 2023,

I Jonathan Z King Jr 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)

Jonathan Z King Jr
(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 1st day of December,

of the year 2023. My Commission expires on 8/31/24.

Notary Public Signature: Sarah R. Haines
Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 30th day of November, of the year 2023,

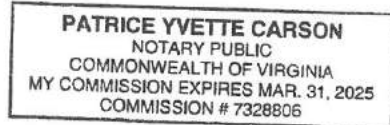
I Leon Riehl Smucker (printed name of owner)
hereby make oath that no member of the Buckingham County Board of Supervisors nor
the Buckingham County Planning Commission has interest in such property either
individually, or by ownership of stock in a corporation owning such land, or by
partnership, or 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 30th day of November,
of the year 2023. My commission expires March 31, 2025.

Notary Public Signature: Patrice Yvette Carson
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):

timber / farm / home X - X X J2K

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

timber / farm

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

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 X

If yes, please explain any impact:

Owner/Applicant Signature: Jonathan Z King Jr Date: 11-22-23

Printed Name: Jonathan Z King Jr Title: applicant

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: Leon Smucker

Location: 1008 Little Creek Rd.

Proposed Use: Amish Schoolhouse

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: 11/27/23

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:

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:

Jonathan B King Jr

Date: 11-24-23

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.

Written Narrative

1. One room Amish Parochial School
2. building size 30 x 42 schoolhouse
12 x 25 Privy / horse shelter
3. $\frac{3}{4}$ +/- acre fenced playground
4. up to 30 pupils
5. school usually starts the last week of Aug.
and closes 2nd or 3rd week of May
6. hours of operation 8:00 AM to 2:30 PM Mon -
7. transportation provided by hired drivers
with closest ones walking ———



scale 1" = 30'

300' to property line

To Little Creek Rd
approx. 800'

existing driveway

more than
300' to property
line

192'

44'

20'

12' x 26'
vault privy

Schoolhouse
30' x 42'

10'

21'

approximate area of
disturbance 9500 sq' ft.

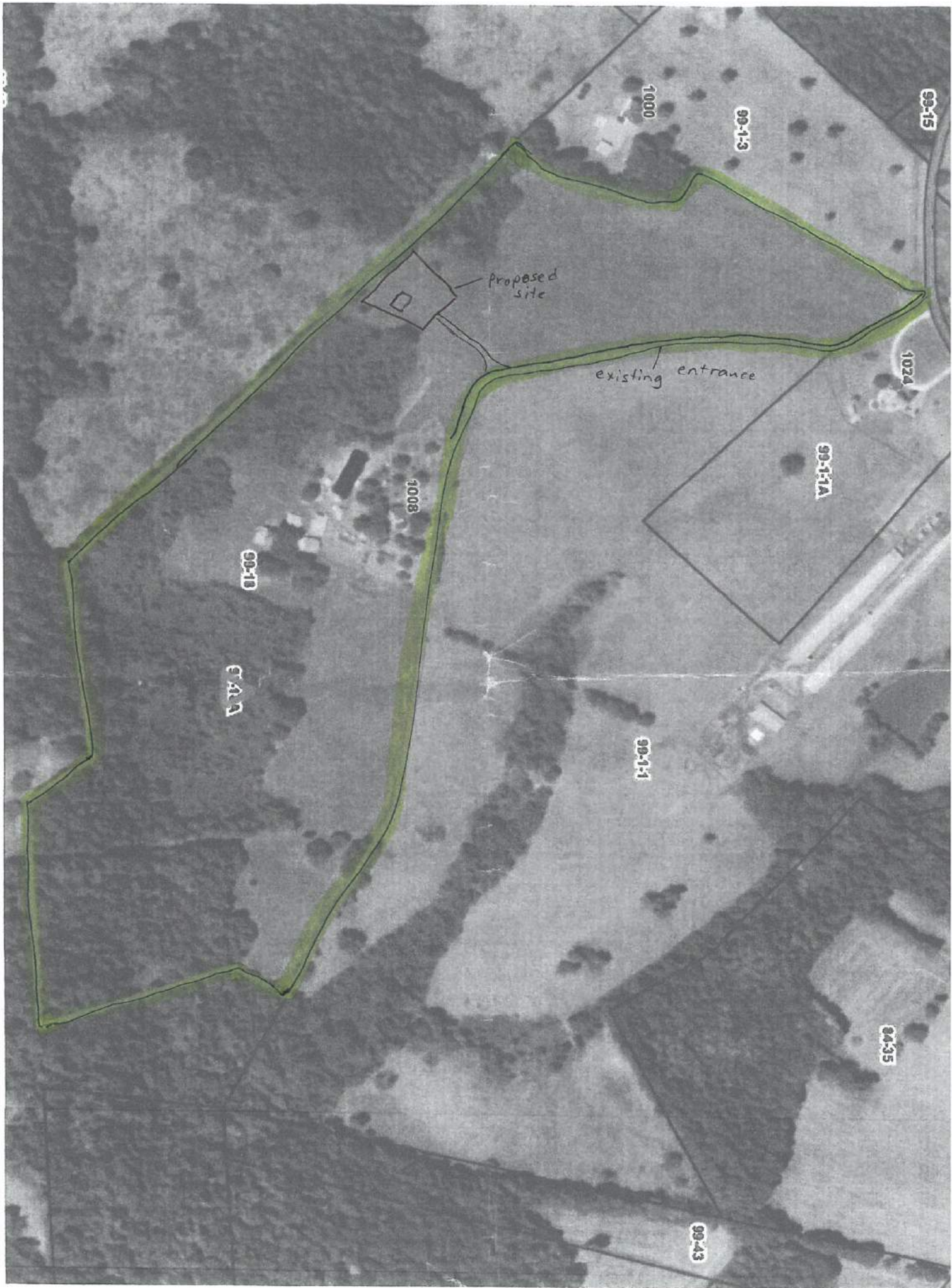
228'

contains approx 1 ac.

Woven wire fence around lot

130' from property line



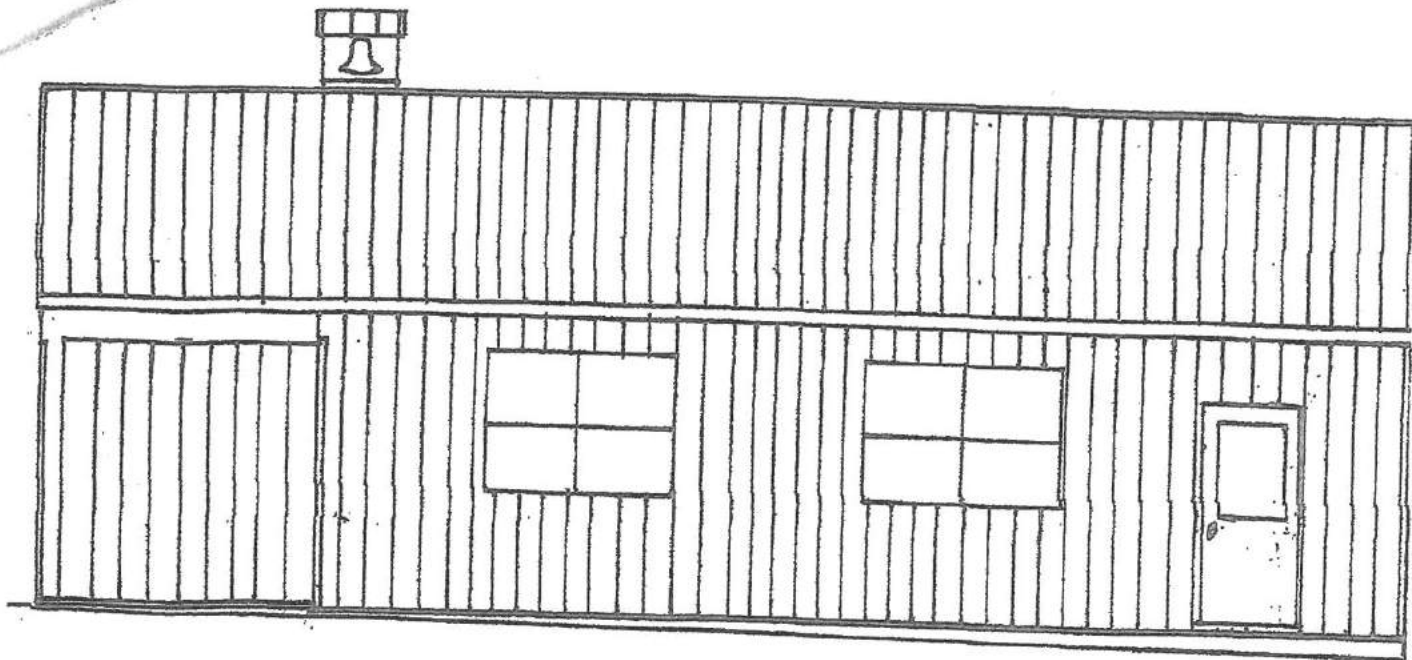




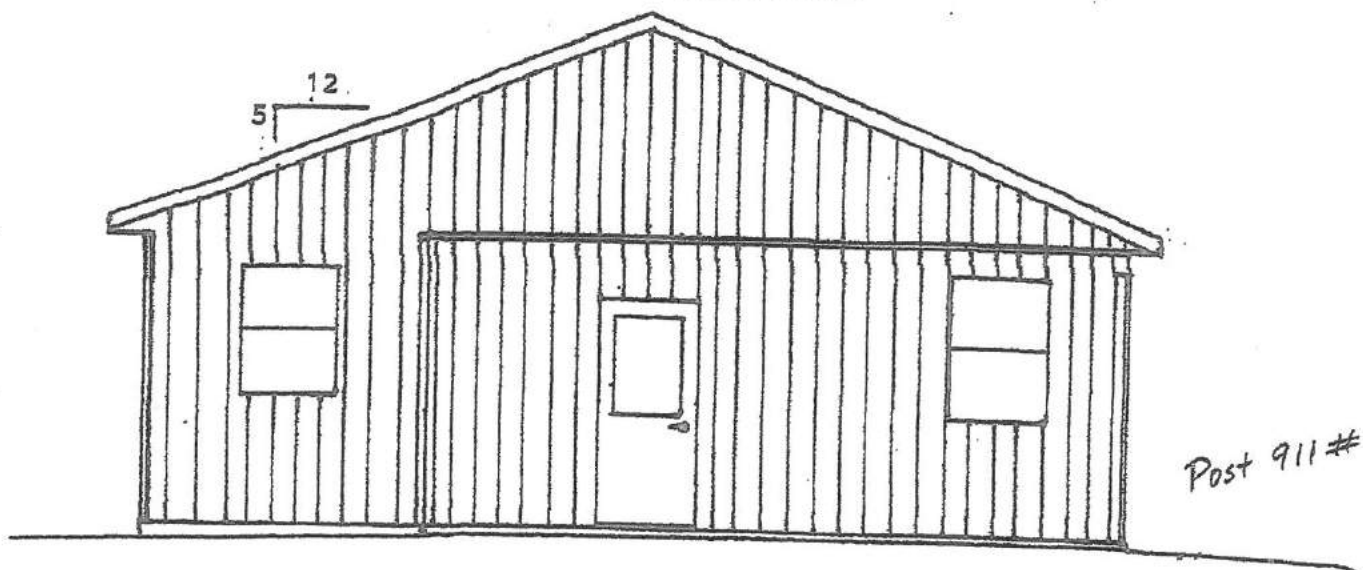
99-10

1008

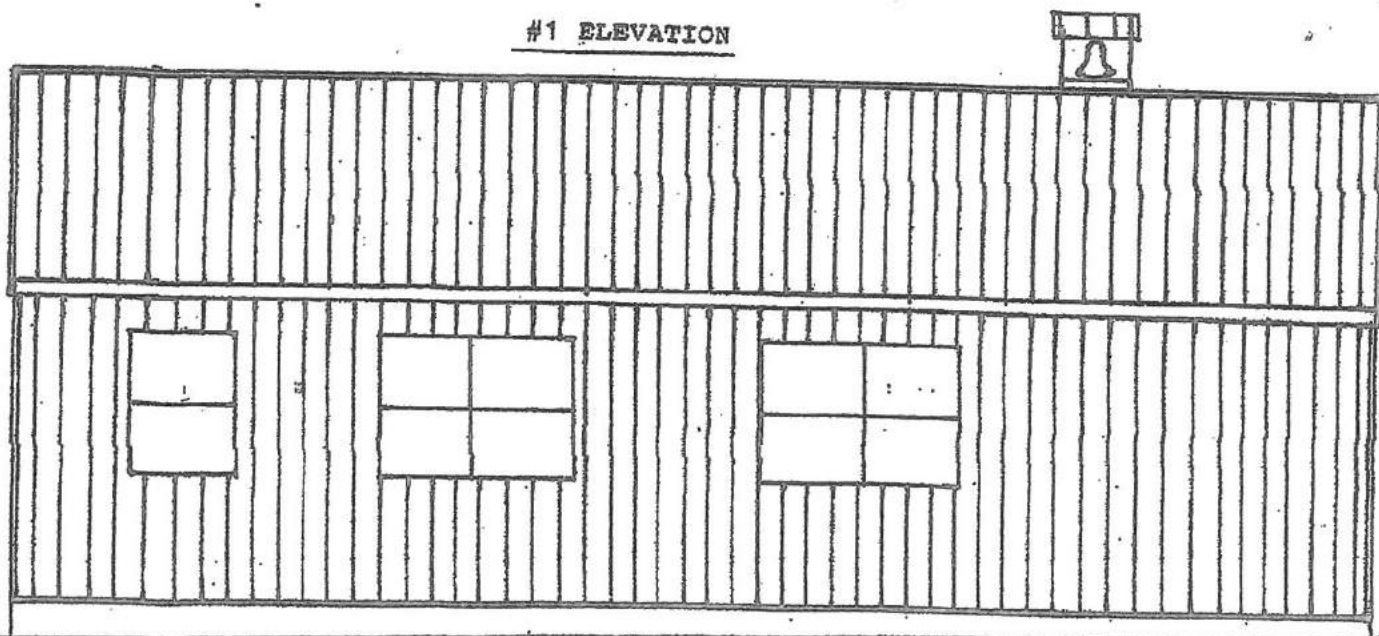
Sent with Venta4Net software - www.venta4net.com



#2 ELEVATION



#1 ELEVATION



#4 ELEVATION

Consideration: \$325,000.00

Parts of T.M. #99-18 &
99-1-1A

Assessed Value: Not Separately Assessed

Title Ins.: Fidelity National
Title Insurance Co.

Return To: J. Robert Snoddy, III

THIS DEED, made this 21st day of December, 2020, by and between **JULIE K. POUDRIER** and **JACK B. CRONGEYER**, both unmarried, parties of the first part (grantors), and **LEON R. SMUCKER** and **CATHERINE B. SMUCKER**, husband and wife, parties of the second part (grantees).

WITNESSETH: that for and in consideration of the sum of \$20.00 and other good and valuable consideration paid by the parties of the second part to the parties of the first part, the receipt and sufficiency of which are hereby acknowledged, the parties of the first part do hereby bargain, sell, grant and convey, with General Warranty and, except as hereinafter set forth, English Covenants of Title, unto the parties of the second part, as tenants by the entireties with the right of survivorship as at common law, all the following described real estate, to-wit:

SEE SCHEDULE A HERETO ATTACHED WHICH IS INCORPORATED HEREIN VERBATIM, BY THIS REFERENCE THERETO, FOR A COMPLETE DESCRIPTION OF THE SUBJECT LANDS.

With respect to the physical condition of the aforesaid lands, including all improvements thereon and appurtenances thereunto belonging, the same are hereby conveyed "As Is, Where Is, With All Faults", and without any representations or warranties, either express or implied, as to the fitness of the same for any purpose whatsoever.

Prepared By:
J. ROBERT SNODDY, III
Attorney and Counselor at Law
P. O. Box 325
DILLWYN, VIRGINIA 23936
VSB No. 13494

This conveyance is made expressly subject to any and all easements, restrictions, conditions and reservations which are contained in duly recorded deeds, plats, and/or other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by limitation of time contained therein or have not otherwise become ineffective; or, apparent upon inspection of the premises.

WITNESS the following signature and seal of Julie K. Poudrier.

Julie K. Poudrier (SEAL)
JULIE K. POUDRIER

STATE OF VIRGINIA
CITY/COUNTY OF Buckingham to-wit:

I, J. Robert Snoddy, a notary public in and for the aforesaid jurisdiction, do hereby certify that Julie K. Poudrier, whose name is signed to the foregoing instrument, has this day acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 28th day of December, 2020.

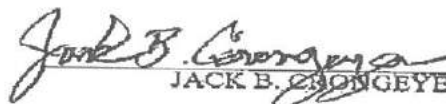
My commission expires 8/31/22.

My registration# 7350650.

J. Robert Snoddy
NOTARY PUBLIC



WITNESS the following signature and seal of Jack B. Crongeyer.

 (SEAL)
JACK B. CRONGEYER

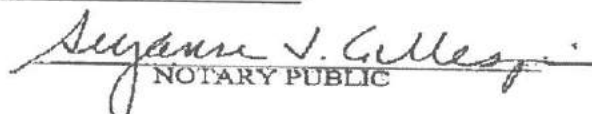
STATE OF MICHIGAN
CITY/COUNTY OF MACOMB, to-wit:

I, Suzanne J. Gillespie, a notary public in and for the aforesaid jurisdiction, do hereby certify that Jack B. Crongeyer, whose name is signed to the foregoing instrument, has this day acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 22nd day of December, 2020.

My commission expires January 10, 2027.

My registration# N/A.


NOTARY PUBLIC

Mmm

Grantee's Address:

1614 Rawlinsville Rd.

Holtwood, PA 17532

SCHEDULE A

Attached to a deed dated December 21, 2020 from Julie K. Poudrier and Jack B. Crongeyer, both unmarried, unto Leon R. Smucker and Catherine B. Smucker, as tenants by the entireties, to-wit:

PARCELA: All that certain tract or parcel, with improvements thereon and appurtenances thereunto belonging, situated in Marshall Magisterial District, Buckingham County, Virginia, containing Fifty-three and nine/tenths (53.9) acres, more or less, said lands being more particularly described as to metes and bounds as follows: beginning at a concrete monument, thence N. 37° 50' 10" W. for 885.52 feet to a monument; thence N. 32° 51' E. for 1,205.19 feet to the center of Route #743; thence S. 76° 48' 15" E. for 100 feet to the intersection of Route #743 and a farm road; thence along the center of the farm road S. 15° 03' 15" E. for 228.48 feet to a pipe; thence S. 9° 02' 45" W. for 304.34 feet to a pipe; thence S. 3° 48' 15" E. for 713.00 feet to a pipe; thence S. 20° 03' 30" E. for 46.34 feet to center of curve in farm road; thence S. 45° 05' 30" E. for 39.87 feet to a pipe; thence S. 64° 40' 15" E. for 405.09 feet to a pipe; thence S. 79° 45' 15" E. for 425.67 feet to a pipe; thence S. 75° 13' 45" E. for 478.33 feet to a pipe at the end of farm road; thence S. 55° 37' E. for 1,070.12 feet to a stone, the corner of the McMillan property; thence along the McMillan line S. 11° 42' 15" W. for 544.78 feet to a monument, the corner of the Walker property; thence along the Walker line N. 86° 59' 30" W. for 877.00 feet to a monument; thence N. 30° 03' W. for 240.00 feet to a stake; thence S. 87° 10' W. for 612.00 feet to a pine stump; and, thence N. 37° 50' 10" W. for 2069.99 feet to the point of beginning. LESS & EXCEPT a parcel of 2.0 acres off-conveyed therefrom by a metes and bounds description to Kenneth W. Wood for life with remainder to Kenneth W. Wood, Trustee for Eric Wayne Wood by deed dated November 3, 1998 and recorded in the aforesaid Clerk's Office in Deed Book 237, at page 616 et seq. Said lands being the same conveyed unto Julie K. Poudrier and Jack B. Crongeyer, as joint tenants with the right of survivorship, from Shirley C. Wood (unmarried, a widow) by deed dated September 27, 2018 and recorded in the aforesaid Clerk's Office in Deed Book 455, at page 220 et seq. ALSO LESS & EXCEPT: a parcel of 0.051 of an acre off-conveyed unto Christopher C. Davis by deed of exchange dated December 3, 2020 and recorded in the aforesaid Clerk's Office in Deed Book 478, at page 482 et seq., said parcel being more particularly described as "0.051 Ac." by a plat of survey prepared by Michael Ray Goin, L.S., dated November 11, 2020 and recorded in the aforesaid Clerk's Office in Plat Cabinet A, at slide 291C (hereinafter "the Goin plat"); an apparent off-conveyance of a long very narrow strip of land contained in a boundary line adjustment agreement with Eric Wayne Wood et ux dated December 1, 2020 and recorded in the aforesaid Clerk's Office in Deed Book 478, at page 477 et seq.; and, an off-conveyance of 4.825 acres unto Frankie R. Large, Jr. et ux dated December 16, 2020 and recorded in the aforesaid Clerk's Office in Deed Book 478, at page 485 et seq., said 4.825 acre parcel being depicted by a boundary line adjustment survey prepared by Michael Ray Goin, L.S., dated September 11, 2020 and recorded in the aforesaid Clerk's Office in Plat Cabinet A, at slide 291D.

PARCEL B: All that certain lot or parcel of land, with improvements thereon and appurtenances thereunto belonging, situated in Marshall Magisterial District, Buckingham County, Virginia, containing thirty-three/thousandths (0.033) of an acre, more or less, said lands fronting on Virginia Secondary Route #743 (Little Creek Rd.) and being more particularly described as "0.033 Ac." by the Goin plat which was prepared and is dated and recorded as aforesaid. Said lands being the same conveyed unto Julie K. Poudrier and Jack B. Crongeyer, as joint tenants with the right of survivorship as at common law, from Christopher C. Davis et ux by the aforesaid deed of exchange dated December 3, 2020 and recorded in the aforesaid Clerk's Office in Deed Book 478, at page 493 et seq. It is noted that, as is set forth in "NOTE 5" on the Goin plat, this 0.033 of an acre was added to and became an integral part of T.M. #99-18 (PARCEL A hereinabove described) by virtue of the aforesaid deed of exchange and the Goin plat.

035 Rec Fee	3.00	VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF BUCKINGHAM COUNTY
St. R. Tax	912.50	
Co. R. Tax	210.93	
Transfer	1.00	The foregoing instrument with acknowledgement
Clerk	14.00	was admitted to record on 12/28 20 20.
Lib. (145)	2.50	at 4:10 P.M. in D.B. 478 Page(s) 489-493
T.T.F.	5.00	Teste: JUSTIN D. MIDKIFF, CLERK
Grantor Tax	325.00	BY: <u>Diana Garrison</u> , DEPUTY CLERK
036 Proc. Fee	20.00	
Total \$:	1455.93	

T A X R E C E I P T

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

SPECIAL USE PERMIT - ZONING
 99 18

SMUCKER LEON
 KING JONATHAN

Ticket #:00001730001 @@

Date : 12/01/2023
 Register: TC4/TC1
 Trans. #: 35496
 Dept # : SPUSE
 Acct# :

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

Pd by KING JONATHAN Z JR
 BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 12/2023
 Check 200.00 # 3375 FARMERS

Buckingham County Planning Commission

December 18, 2023

Administration Building

6:00 PM

Introduction Case 23-SUP338

Owner/Applicant: Landowner Elam Stoltzfus, Emma Stoltzfus
Jacob Stoltzfus, Eli Stoltzfus
25766 N James Madison Hwy
New Canton VA 23123

Applicant Eli Stoltzfus
161 Farmdale Road
Kirkwood PA 17536

Property Information: Tax Map 69 Parcel 49 containing approximately 94.239 acres, located at 25766 N James Madison Hwy New Canton VA 23123, Marshall Magisterial District.

Zoning District: Agricultural District (A-1)

Request: The Applicant wishes to Obtain a Special Use Permit for the Purpose of Building and Operating a Commercial Building to manufacture, repair, and sell parts, including but not limited to, water pumps, plumbing, heating, propane, gas, air and electrical appliances and parts, supplies with space for deli and sandwiches, and a food truck for food sales, . The Applicant is asking the Planning Commission to hold a public hearing for this request.

Background/Zoning Information: This property is located at 25766 N James Madison Hwy New Canton VA 23123, Marshall Magisterial District. The landowners are Elam, Emma, Jacob, and Eli Stoltzfus and the applicant is Eli Stoltzfus. This property is zoned Agriculture (A-1). The Zoning Ordinance does not permit a Commercial Building to manufacture, repair, and sell parts, including but not limited to, water pumps, plumbing, heating, propane, gas, air and electrical appliances and parts, supplies with space for deli and sandwiches, and a food truck for food sales, as Permitted by Right Uses in the Agricultural A1 Zoning District. However, Within the A-1 Agricultural District, these activities/uses 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. Construction for the School shall begin within two (2) years of the time that the approval by the Board of Supervisors becomes final and non-appealable or this Special Use Permit shall become null and void.
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.

What are the wishes of the Planning Commission?

Set a hearing date and time?
January 22, 2024 6pm?

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: Work shop to Manufacture and repair
water pumps, plumbing, heating, propane gas air and
electrical appliances and parts, place food trailer on property
Purpose of Special Use Permit: for food sales, and retail plumbing and farm
Supply store with deli and or sandwiches
Multiple Buissnesses

Zoning District: _____ Number of Acres: _____

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

Street Address: _____

Directions from the County Administration Building to the Proposed Site: _____

Name of Applicant: Eli B. Stoltzfus Jr

Mailing Address: 161 Farmdale Rd. Kirkwood, Pa. 17536

Daytime Phone: 717 529 0169 x1 Cell Phone: None

Email: None Fax: None

Name of Property Owner: Pen B. Stoltzfus

Mailing Address: 25766 N. James Madison Hwy New Canton V.A. 23123

Daytime Phone: 434. 414 - 6369 Cell Phone: _____

Email: goldhill Farm Supply @ Jby fax. com Fax: _____

Signature of Owner: [Signature] Date: Nov. 21 2023

Signature of Applicant: Eli B. Stoltzfus Jr Date: Oct 14 2023

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: Piedmont Companies Inc.

Mailing Address: N. James Madison Hwy. New Canton VA 23123

Physical Address: 2671 E. Main St. Lincolnton NC 28092

Tax Map Section: _____ Parcel: 69-49A Lot: _____ Subdivision: _____

2. Name: _____

Mailing Address: _____

Physical Address: _____

Tax Map Section: _____ Parcel: _____ 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: _____

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: Central Va Community Health
Mailing Address: 25892 N James Madison Hwy, New Canton Va 23123
Physical Address: 25892 N James Madison, New Canton Va 23123
Tax Map Section: _____ Parcel: #69-44 Lot: _____ Subdivision: _____
2. Name: Central Virginia Health Service
Mailing Address: PO Box 220, New Canton, Va 23123
Physical Address: PO Box 220, New Canton, Va 23123
Tax Map Section: _____ Parcel: #69-45 Lot: _____ Subdivision: _____
3. Name: Elam G. Stoltzfus, Emma Stoltzfus, Jacob R Stoltzfus
Mailing Address: 25766 N. James Madison Hwy New Canton Va 23123
Physical Address: 25766 N. James Madison Hwy New Canton Va 23123
Tax Map Section: _____ Parcel: #69-50 Lot: _____ Subdivision: _____
4. Name: Elam G. Stoltzfus, Emma Stoltzfus, Jacob R Stoltzfus
Mailing Address: 25766 N. James Madison Hwy New Canton VA 23123
Physical Address: 25766 N. James Madison Hwy New Canton Va 23123
Tax Map Section: _____ Parcel: _____ Lot: #84-2 Subdivision: _____

6. Name: Lacey B Wood

Mailing Address: 1790 Melita Rd. Arvonia, Va 23004

Physical Address: _____

Tax Map Section: _____ Parcel: #84-1 Lot: _____ Subdivision: _____

7. Name: W Curtis Wood + Courtney K - Co-Prop

Mailing Address: 24502 N James Madison Hwy New Canton Va 23123

Physical Address: 24502 N James Madison Hwy New Canton Va 23123

Tax Map Section: _____ Parcel: #84-3 Lot: _____ Subdivision: _____

8. Name: Letha Schumaker, Davis, LET ALS, Jay Hampton

Mailing Address: 25446 N James Madison Hwy, New Canton Va 23123

Physical Address: 25446 N James Madison Hwy, New Canton Va 23123

Tax Map Section: _____ Parcel: #68-41 Lot: _____ Subdivision: _____

9. Name: In House Pharmacy

Mailing Address: 287 Boxwood Dr. Arvonia

Physical Address: 25475 N James Madison Hwy New Canton, VA 23123

Tax Map Section: _____ Parcel: #68-36 Lot: _____ Subdivision: _____

10. Name: David Hailmann

Mailing Address: 12 Sycamore Cir. Mineral, Va 23117

Physical Address: 25805 N James Madison Hwy New Canton Va 23123

Tax Map Section: _____ Parcel: #68-36 Lot: _____ Subdivision: _____

11. Name: Frances E. Allen

Mailing Address: 25475 N James Madison Hwy New Canton Va 23123

Physical Address: 25475 N James Madison Hwy New Canton Va 23123

Tax Map Section: _____ Parcel: #68-38 Lot: _____ Subdivision: _____

ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This 21st day of November, year 2023

I Elam G Stoltzhus 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)

Elam G Stoltzhus

(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 21st day of November

of the year 2023. My Commission expires on 2/28/2027

Notary Public Signature:
Stamp:

Ellen McGarry



ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This 28th day of November, year 2023

I Emma S. Stoltzfus 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)

Emma S. Stoltzfus
(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 28th day of November

of the year 2023 My Commission expires on 2/28/2027

Notary Public Signature: Ellen McGarry

Stamp:



ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This November day of 29, year 2023

I Jacob R Stoltzfus 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)

J.R. Stoltzfus

(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 29th day of November

of the year 2023. My Commission expires on 2/28/2027

Notary Public Signature: Ellen McGarry
Stamp:



ADJACENT PROPERTY OWNERS AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

This November day of 29, year 2023

I Eli B Stoltzfus III 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)

Eli B. Stoltzfus III

(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 November day of 29

of the year 2023 My Commission expires on 2/28/2027

Notary Public Signature: Ellen McGarry

Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 28 day of November, of the year 2023

I Emma S. Stoltzfus (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)

Emma S. Stoltzfus

NOTARY PUBLIC
COUNTY OF Buckingham STATE OF Virginia

Subscribed and sworn to me on this 28th day of November
of the year 2023. My commission expires 2/28/2027

Notary Public Signature:
Stamp:

Ellen McHenry



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this November day of 29, of the year 23

I El B. St III (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)

El B. St III

NOTARY PUBLIC
COUNTY OF Buckingham STATE OF VA

Subscribed and sworn to me on this November day of 29

of the year 2023 My commission expires 2/28/2027

Notary Public Signature: Ellen McHann
Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this November day of 29, of the year 2023

I Jacob R Stoltzfus (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)

J R Stoltzfus

NOTARY PUBLIC
COUNTY OF Buckingham STATE OF Virginia

Subscribed and sworn to me on this 29th day of November
of the year 2023. My commission expires 2/28/2027

Notary Public Signature: Ellen McGarry
Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 21st day of November, of the year 2023,

I Elan G. Stolzfus (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:

Elan G. Stolzfus

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

Elan G. Stolzfus

NOTARY PUBLIC
COUNTY OF Buckingham STATE OF Virginia

Subscribed and sworn to me on this 21st day of November,
of the year 2023. My commission expires 2/28/2027.

Notary Public Signature: Ellen McGarry
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):

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

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: Elan G. Stoltefus Date: 11-29-2023

Printed Name: Elan G. Stoltefus Title: Owner

APPLICATION FOR A TRAFFIC IMPACT DETERMINATION

Please fill out the following information before presenting to VDOT:

Case Number / File Name: _____

Applicant: El. B. Stoltzfus, Jr.

Location: _____

Proposed Use: Waterpump / Plumbing 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:

There is to be a (commercial) Entrance constructed to VDOT Standard to serve a Farm Feed Supply business on same property. Once entrance is complete, it will be adequate to serve both businesses.

Signature of VDOT Resident Engineer: Ch. Edmunds

Printed Name: Charles Edmunds Date: 11/13/23

SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this 1st day of December, in the year of 2023,

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

Hereby make, constitute, and appoint Elam G Stoltzfus
(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 1st of the month Dec in the year of 2023 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):

Jacob R Stoltzfus

NOTARY PUBLIC
County of Buckingham State of Virginia

Subscribed and sworn before me on the 1st day of December

in the year 2023. My commission expires 2/28/2027.

Signature of Notary Public: Ellen McGarry

Stamp:



SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this 30 day of November, in the year of 2023,

I Emma S. Stoltzfus the owner of 69-49
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint Elam G. Stoltzfus
(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 30th of the month November in the year of 2023 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):

Emma S. Stoltzfus

NOTARY PUBLIC

County of Buckingham State of VA

Subscribed and sworn before me on the 30th day of November

in the year 2023 My commission expires 2/28/2027

Signature of Notary Public: Ellen McGarry

Stamp:



SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this November day of 30th, in the year of 2023
I Eli B. Stoltzfus the owner of 69-49
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint Elam Stoltzfus
(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 30th of the month November in the year of 2023 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):

Eli B. Stoltzfus

NOTARY PUBLIC

County of Buckingham State of VA

Subscribed and sworn before me on the November day of 30th

in the year 2023. My commission expires 2/28/27

Signature of Notary Public: Ellen Kathleen McGarry

Stamp:



SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this 24th day of November, in the year of 2023

I Eli B. Stoltzfus Jr the owner of _____
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint Eli B. Stoltzfus Jr
(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):

Eli B. Stoltzfus Jr

NOTARY PUBLIC
County of Lancaster State of PA

Subscribed and sworn before me on the 24th day of Nov.

in the year 2023 My commission expires Jan 25, 2023

Signature of Notary Public: Angela L. Lemmon
Stamp:

Commonwealth of Pennsylvania - Notary Seal
Angela L. Lemmon, Notary Public
Lancaster County
My commission expires January 25, 2027
Commission number 1230453

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

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.

Written narrative for proposed project
for Eli B. Stoltzfus Jr 25764 N. James Madison Hwy,
New Canton VA 23123. Our objective is to build
an 18' x 20' (360 sqft.) work shop to manufacture
and repair water pumps. Also repair plumbing, heating,
propane gas, air and electrical appliances and parts.
Well water will be supplied via Hydrant and gray
water will go into a tank to be used for irrigation.
Solid Waste will go into dumpster.

Also Elam and Emma Stoltzfus 25766 N. James
Madison Hwy. want to have a food trailer certified
by VA Health Department.

Future proposal for Retail plumbing and Farm
Supply Store with deli and or sandwich shop in
a 10,000 - 15,000 Square foot building built to all
County and state requirements with onsite well and
septic.

If required by VDOT commercial driveway entrance
would be adjusted for additional traffic or get
engineered specs.

Thank-you for your consideration and assistance.

TAX RECEIPT

Ticket #:00001740001 @@

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

Date : 12/01/2023
Register: KJ1/KJ1
Trans. #: 12962
Dept # : SPUSE
Acct# :

SPECIAL USE PERMIT - ZONING
69-49

Previous
Balance \$.00

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

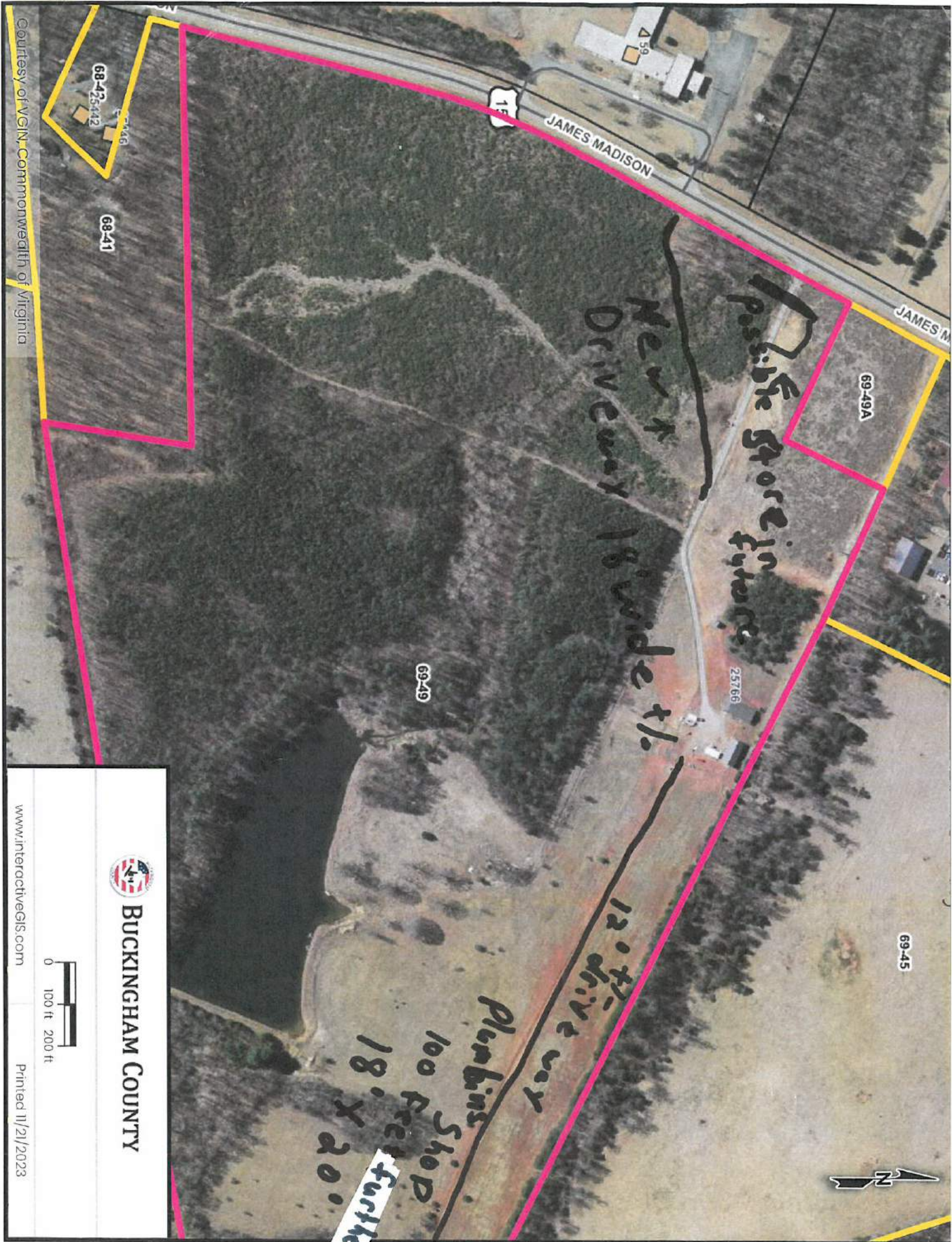
STOLTZFUS ELAM

Amount Paid \$ 200.00

*Balance Due \$.00
Cash 200.00

Pd by STOLTZFUS ELAM

BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 12/2023



Courtesy of VGIN, Commonwealth of Virginia



BUCKINGHAM COUNTY

www.interactiveGIS.com

Printed 11/21/2023

Buckingham County Planning Commission
December 18, 2023
Administration Building
6:00 PM
Introduction Case 23-SUP339

Date: December 18, 2023

To: Buckingham County
Planning Commission

From: Nicci Edmondston, Zoning Administrator

Re: Introduction 23-SUP339

Owner/Applicant: Landowner Frankie Large Jr & Gay Large
3702 Trents Mill Road
Dillwyn VA 23936

Applicant Verizon Wireless
Lloyd McCarthy, Agent
2610 Wycliff Road, Suite 410
Raleigh NC 27607-3073

Property Information: Tax Map 99, Parcel 46, containing approximately 83.55 acres, located at or near 3702 Trents Mill Road Dillwyn VA 23936, Marshall Magisterial District.

Zoning District: Agricultural District (A-1)

Request: To Obtain a Special Use Permit for the Purpose of Constructing a 199' Monopole Communications Tower. The Applicant is asking the Planning Commission to schedule a Public Hearing for this request.

Background/Zoning Information: This property is located at or near 3702 Trents Mill Road Dillwyn VA 23936, Marshall Magisterial District, Tax Map 99-46, containing approximately 83.55 acres. The landowners are Frankie Large Jr and Gay Large, and the applicant is Verizon Wireless, Agent Lloyd McCarthy. This property is zoned Agriculture (A-1). The Zoning Ordinance does not permit a Communications Tower as a Permitted Use. However, Within the A-1 Agricultural District, Radio Stations, Television Stations, and Cable TV Facilities, Communication Station and/or Tower or Related Facilities in Accordance with Article 9 of this Ordinance 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. CityScape, as the Wireless Telecommunications Expert for the County of Buckingham, is currently preparing the final review for this request, and should deliver the report no later than December 31, 2023. The application was deemed complete by the County and CityScape, with all documentation complete for further review by CityScape. Applicant Verizon Wireless, Agent Lloyd McCarthy explains this project within the submitted narrative and all submitted application documents.

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

- 1) Prior to permitting, Applicant shall provide a determination of no hazard from the FAA indicating the proposed tower shall not require lighting/markings; and,
- 2) Prior to issuance of building permits, the Applicant shall submit satisfactory SHPO and NEPA documentation; and,
- 3) Prior to permitting, the Applicant shall submit a signed letter stating that the tower will be designed with breakpoint technology to have a fall radius of 40 feet or less; and,
- 4) All vertical feedlines shall be installed within the monopole shaft and all access ports shall be sealed to prevent wildlife access; and,
- 5) Prior to permitting, the Applicant shall submit an engineering report, signed by a Professional Engineer licensed in the Commonwealth of Virginia, certifying that the tower will have the structural capacity for the proposed US Cellular equipment and similar installations of five other wireless providers; and,
- 6) The Applicant shall submit final construction drawings for the facility which shall be certified by a Virginia Professional Engineer and include breakpoint technology in its tower design; and,
- 4) If an emergency power backup generator is used, its noise level shall not exceed 65dBa at the nearest property edge. Testing shall be limited to the hours between 9:00A.M. and 4:00P.M, (Monday through Friday); and,
- 5) Should the highest antennas arrays be lowered in the future for capacity needs, the unused top portion of the tower shall be removed; and,
- 6) No advertising shall be installed on the fencing near the ground compound; and,
- 7) That all federal, state and local regulations, ordinances and laws be strictly adhered to.

8) 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.

9) 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 Planning Commission or Board of Supervisors.

10) 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.

11) If the building permit is not obtained within six (6) months from the date of approval then the Special Use Permit shall be null and void.

12) That the applicant (s) understands the conditions and agrees to the conditions.

13) Tower shall not be constructed until a tenant is ready to locate on the tower immediately after building.

14) The construction of the tower must be complete within 2 years from the date of approval or this permit will be null and void.

15) At the County's discretion, if concealment is not an option, the tower, antennas and all other ancillary equipment mounted on the tower shall be painted a color deemed the least visually obtrusive.

Would it be the pleasure of the Planning Commission to schedule a Public Hearing?

January 22, 2024 6pm?



Dewberry Engineers Inc. | 919.881.9939
2610 Wycliff Road, Suite 410 | 919.881.9923 fax
Raleigh, NC 27607-3073 | www.dewberry.com

November 27, 2023

Buckingham County Administration
Atten: Nicci Edmondston, Zoning Administrator/Economic Development
13380 West James Anderson Hwy
Buckingham VA 23921

**RE: Cellco Partnership d/b/a Verizon Wireless Special Use Permit ("SUP") Application
For Construction of a Wireless communications Facility
At 3702 Trents Mill Rd, Dillwyn VA 23936/ PID: 99-46
Applicant's Site Name: 16991550-NUCKOLS**

Dear Nicci:

Cellco Partnership d/b/a submits this application for a Special Use Permit ("SUP") in accordance with the provision of Article 9 and other sections of the Zoning Ordinance ("ZO"), and other relevant federal, state, and local regulations. The application is for the construction of a 199-foot monopole tower and supporting facilities on non-publicly owned property.

Included with the complete submission and the application statement (or narrative) are eleven (11) Exhibits as required by the ZO. After you have had a chance to review the application package, confirmed its acceptance for review and determined the application fee due, we will speedily make arrangement for the amount to be paid by credit card using the [county's online payment service](#).

If you have any question regarding the application, please do not hesitate to contact me by phone or text at (919) 539-4338 and/or by email: lmccarthy@Dewberry.com. You may also contact Lori Schweller at (434) 951-5728 /email: lschweller@williamsmullen.com.

Sincerely,

A handwritten signature in black ink that reads "Lloyd McCarthy".

Lloyd McCarthy, Project Manager
Dewberry-Telecommunications Market Segment
For the Applicants
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073
Phone: (919) 539-4338
Email: lmccarthy@Dewberry.com

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

Payment to be made following confirmation of fees due with the Zoning Administrator and agreement of application's for processing.. Payment to be made by credit card.
Note: County Treasurer advised that fees can be paid by CC with 2.5% processing fee.

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

Note: Zoning administrator advised that their system in place allows electronic submission, which is preferred

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

The Tax Map is provided as an Exhibit along with the application.

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: 9/12/2023

Special Use Permit Request: Application of Cellco Partnership (Verizon Wireless)
for the construction of a wireless communications tower and facilities.

Purpose of Special Use Permit: To construct, maintain, and operate a wireless communications
Facility with a 195-monopole tower to serve the customers of the applicant's customers with wireless
communication services

Zoning District: Agricultural District (A-1) Number of Acres: 83.55

Tax Map Section: 99 Parcel: 46 Lot: _____ Subdivision: _____ Magisterial Dist.: _____

Street Address: 3702 Trent Mills Road

Directions from the County Administration Building to the Proposed Site: _____
From: 13380 W James Anderson Hwy, Buckingham, VA 23921. Head northeast toward US-60 E (348'). Turn right onto US-60 E (3.7 mi). Turn
left onto US-15 N (9.2 mi). Turn right onto State Rte 622 (3.6 mi). Turn (4d13'). Arrive at site at 3702 Trents Mill Rd, Dillwyn, VA 23936.

Name of Applicant: Cellco Partnership (Verizon Wireless) with Lloyd McCarthy of Dewberry as Applicant's agent.
Mailing Address: 2610 Wycliff Road, Suite 410, Raleigh, NC 27607-3073

Daytime Phone: 919-539-4338 Cell Phone: 919-539-4338

Email: lmccarthy@dewberry.com Fax: _____

Name of Property Owner: LARGE, FRANK R & GAY R LARGE
Mailing Address: C/O FRANKIE R LARGE JR, 3702 TRENTS MILL RD, DILLWYN VA 23936

Daytime Phone: 804-240-6662 Cell Phone: _____
Email: cherryhillfarmva@gmail.com Fax: _____

Signature of Owner: [Signature] Date: 9/13/22

Signature of Applicant: [Signature] Date: 9/25/2023
For Verizon Wireless

Please indicate to whom correspondence should be sent:
☐ Owner of Property ☐ Contractor Purchaser / Lessee ☒ Authorized Agent ☐ Engineer
☐ Applicant

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

VERIZON WIRELESS-NUCKOLS: PROPOSED WIRELESS COMMUNICATIONS FACILITY

Case Number / File Name: _____

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

Landlord's residential building, agricultural buildings, fields and woodland.

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

Being one of the parcels of ground which by Deed of Gift dated August 18, 2010 and recorded among the Land Records of Buckingham County, Virginia in Deed Book No. 404, Page 994, was granted and conveyed by Frank R. Large, a/k/a Frankie R. Large, Sr., and Gay R. Large to Frankie R. Large, a/k/a Frankie R. Large, Sr., Gay R. Large, and Frankie R. Large, Jr. The Land is assessed as containing 83.55 acres

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

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 X

If yes, please explain any impact:

Owner/Applicant Signature: Lloyd McCarthy Date: 11/27/2023

Printed Name: Lloyd McCarthy Title: Authorized Agent of 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: CBAY-VA LLC

Mailing Address: 1408 ROSENEATH RD #B, RICHMOND VA 23230

Physical Address: 1928 LITTLE CREEK Rd

Tax Map Section: 84 Parcel: 34 Lot: _____ Subdivision: _____

2. Name: SNEAD ROSETTA K & KATHY ELLEN SNEAD

Mailing Address: 1036 RED BANK LN, FORK UNION VA 23055

Physical Address: _____

Tax Map Section: 100 Parcel: 0A Lot: _____ Subdivision: _____

3. Name: REEVES, JOHN M III

Mailing Address: 3691 TRENTS MILL RD, DILLWYN, VA 23936

Physical Address: 324 PETERSVILLE CHURCH Rd

Tax Map Section: 100 Parcel: 1-0B Lot: 0B Subdivision: _____

4. Name: REEVES, JOHN M III

Mailing Address: 3691 TRENTS MILL RD, DILLWYN, VA 23936

Physical Address: _____

Tax Map Section: 100 Parcel: 1 Lot: 0A Subdivision: _____

6. Name: REEVES, JOHN M III & AMY M
Mailing Address: 3691 TRENTS MILL RD, DILLWYN, VA 23936
Physical Address: 3691 TRENTS MILL RD
Tax Map Section: 99 Parcel: 48 Lot: Subdivision:

7. Name: HEIFNER JERRY C & BARBARA J
Mailing Address: 3973 TRENTS MILL RD, DILLWYN, VA 23936
Physical Address: 3973 TRENTS MILL RD
Tax Map Section: 99 Parcel: 39 Lot: Subdivision:

8. Name: LARGE, FRANK R & GAY R LARGE
Mailing Address: C/O FRANKIE R LARGE JR, 3702 TRENTS MILL RD, DILLWYN VA 23936
Physical Address:
Tax Map Section: 99 Parcel: 41 Lot: Subdivision:

9. Name: LARGE, FRANK R & GAY R LARGE
Mailing Address: C/O FRANKIE R LARGE JR, 3702 TRENTS MILL RD, DILLWYN VA 23936
Physical Address: 3702 TRENTS MILL RD
Tax Map Section: 99 Parcel: 46 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 6th day of September, year 2023,

I Lloyd McCarthy 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)

Lloyd McCarthy

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

NOTARY:
COMMONWEALTH OF VIRGINIA

COUNTY OF Wake

STATE OF North Carolina

Subscribed and sworn to me on the 6th day of September,

of the year 2023. My Commission expires on 06-12-2026.

Notary Public Signature: K. Levette Roberts

Stamp:



INTEREST DISCLOSURE AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM, VIRGINIA

On this 13th day of September, of the year 2023

I Frankie Long Large (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)

Frankie Long

NOTARY PUBLIC

COUNTY OF

Panhandle

STATE OF

Virginia

Subscribed and sworn to me on this 13th day of September

of the year 2023. My commission expires 9/30/2023

Notary Public Signature:

David Warren Deal

Stamp:



COLLOCATION AND ALTERNATIVE SITES STATEMENT AFFIDAVIT

APPLICANT'S SITE ID: 16991550-NUCKOLS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

On this 8th day of December, of the year 2023,

I Lloyd D. McCarthy (printed name) hereby make oath that the Collocation and Alternative Structures Statement, provided as **Exhibit E.**, in the Application and Narrative for Special Use Permit for a proposed wireless communications facility, submitted before Buckingham County, its Planning Commission and Board of Supervisors, is true and correct as signed and attached to this affidavit.

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

Lloyd D. McCarthy

NOTARY PUBLIC

COUNTY OF Wake STATE OF North Carolina

Subscribed and sworn to me on this 8th day of December,

of the year 2023. My commission expires August 10th 2024.

Notary Public Signature: William Jacob Warren

Stamp:



SPECIAL POWER OF ATTORNEY AFFIDAVIT

STATE OF VIRGINIA
COUNTY OF BUCKINGHAM

On this 13th day of September, in the year of 2023,

I FRANKIE R. LARGE the owner of 99-46
(printed name of landowner) (Tax Map Number)

Hereby make, constitute, and appoint Lloyd McCarthy
(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 13th of the month September in the year of 2023 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):

Frankie Large

NOTARY PUBLIC
County of Pothead Tan State of Virginia

Subscribed and sworn before me on the 30th day of September
Dub in the year 2023. My commission expires 9/30/2023

Signature of Notary Public: David Warren Deal
Stamp:





Dewberry Engineers Inc. | 919.881.9939
2610 Wycliff Road, Suite 410 | 919.881.9923 fax
Raleigh, NC 27607-3073 | www.dewberry.com

September 29, 2023

NEW CINGULAR WIRELESS SERVICES, INC.
ATTN: CECIL J MATHEW/ AT&T
208 S. AKARD ST. 20F
DALLAS, TX 75202

Verizon Site Name: 16991550-NUCKOLS

SUBJ: NOTICE OF OUR INTENT TO MEET WITH THE BUCKINGHAM COUNTY STAFF IN A PRE-APPLICATION CONFERENCE TO DISCUSS THE LOCATION OF A FREE-STANDING WIRELESS COMMUNICATIONS FACILITY AT 3702 TRENTS MILL RD, DILLWYN VA 23936, LATITUDE N 37.595728° AND LONGITUDE W -78.320403°

Pursuant to the requirements of the Buckingham County Zoning Ordinance, Article 9 is hereby providing you with notice of our intent to meet with the county staff in a pre-application conference to discuss the location of a free-standing wireless communications facility that would be located at 3702 TRENTS MILL RD, DILLWYN VA 23936 and (NAD 83) Latitude N 37.595728° and Longitude W -78.320403°.

In general, we plan to construct a support structure of 195 feet in height for the purpose of providing wireless telecommunication services.

Please inform the County Staff if you have any desire for placing additional wireless facilities or Equipment within 2 miles of our proposed facility.

Please provide us and Buckingham Planning Department with this information within twenty business days after the date of this letter.

Your cooperation is sincerely appreciated.

Sincerely,

Lloyd McCarthy, Project Manager
For Cellco Partnership (Verizon Wireless)
Dewberry—Telecommunications Market Segment
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073

Mobile: (919) 539-4338 /Email: lmccarthy@dewberry.com
www.dewberry.com



2610 Wycliff Road
Suite 410
Raleigh, NC 27607-3073

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7022 2410 0003 1817 4125



NEW CINGULAR WIRELESS SERVICES, INC.
ATTN: CECIL J MATHEW/ AT&T
208 S. AKARD ST. 20F
DALLAS, TX 75202

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Street and Apt. No., or PO Box No.
208 S. Akard St., 20F
City, State, ZIP+4®
Dallas, TX 75202

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions



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2610 Wycliff Road, Suite 410 | 919.881.9923 fax
Raleigh, NC 27607-3073 | www.dewberry.com

September 27, 2023

AMERICAN TOWERS LLC
ATTEN: AMERICAN TOWER CORPORATION
10 PRESIDENTIAL WAY
WOBURN , MA 01801

Verizon Site Name: 16991550-NUCKOLS

SUBJ: NOTICE OF OUR INTENT TO MEET WITH THE BUCKINGHAM COUNTY STAFF IN A PRE-APPLICATION CONFERENCE TO DISCUSS THE LOCATION OF A FREE-STANDING WIRELESS COMMUNICATIONS FACILITY AT 3702 TRENTS MILL RD, DILLWYN VA 23936, LATITUDE N 37.595728°AND LONGITUDE W -78.320403°

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Sincerely,

Lloyd McCarthy, Project Manager
For Cellco Partnership (Verizon Wireless)
Dewberry—Telecommunications Market Segment
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073

Mobile: (919) 539-4338 /Email: lmccarthy@dewberry.com
www.dewberry.com



2610 Wycliff Road
Suite 410
Raleigh, NC 27607-3073

CERTIFIED MAIL



7022 2410 0003 1817 4170



AMERICAN TOWERS LLC
ATTEN: AMERICAN TOWER
CORPORATION
10 PRESIDENTIAL WAY
WOBURN, MA 01801

7022 2410 0003 1817 4170

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City, State, ZIP+4	
Woburn, MA 01801	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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2610 Wycliff Road, Suite 410 | 919.881.9923 fax
Raleigh, NC 27607-3073 | www.dewberry.com

September 27, 2023

CROWN ATLANTIC COMPANY LLC
ATTEN: CROWN CASTLE INTERNATIONAL
2000 CORPORATE DRIVE
CANONSBURG , PA 15317

Verizon Site Name: 16991550-NUCKOLS

SUBJ: NOTICE OF OUR INTENT TO MEET WITH THE BUCKINGHAM COUNTY STAFF IN A PRE-APPLICATION CONFERENCE TO DISCUSS THE LOCATION OF A FREE-STANDING WIRELESS COMMUNICATIONS FACILITY AT 3702 TRENTS MILL RD, DILLWYN VA 23936, LATITUDE N 37.595728°AND LONGITUDE W -78.320403°

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Raleigh, NC 27607-3073

Mobile: (919) 539-4338 /Email: lmccarthy@dewberry.com
www.dewberry.com



2610 Wycliff Road
Suite 410
Raleigh, NC 27607-3073

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7022 2410 0003 1817 4187

CROWN ATLANTIC COMPANY LLC
ATTEN: CROWN CASTLE INTERNATIONAL
2000 CORPORATE DRIVE
CANONSBURG, PA 15317

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<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 0.63	
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Street and Apt. No., or PO Box No. 2000 Corporate Drive	
City, State, ZIP+4® Canonsburg, PA 15317	

PS Form 3800, April 2010 PSN 7530-02-000-9047 See Reverse for Instructions



Dewberry Engineers Inc. | 919.881.9939
2610 Wycliff Road, Suite 410 | 919.881.9923 fax
Raleigh, NC 27607-3073 | www.dewberry.com

September 27, 2023

DISH WIRELESS L.L.C.
ATTN: DISH WIRELESS/ ALISON A. MINEA
9601 S. MERIDIAN BLVD.
ENGLEWOOD, CO 80112

Verizon Site Name: 16991550-NUCKOLS

SUBJ: NOTICE OF OUR INTENT TO MEET WITH THE BUCKINGHAM COUNTY STAFF IN A PRE-APPLICATION CONFERENCE TO DISCUSS THE LOCATION OF A FREE-STANDING WIRELESS COMMUNICATIONS FACILITY AT 3702 TRENTS MILL RD, DILLWYN VA 23936, LATITUDE N 37.595728° AND LONGITUDE W -78.320403°

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Lloyd McCarthy, Project Manager
For Cellco Partnership (Verizon Wireless)
Dewberry—Telecommunications Market Segment
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Mobile: (919) 539-4338 /Email: lmccarthy@dewberry.com
www.dewberry.com



2610 Wycliff Road
Suite 410
Raleigh, NC 27607-3073

CERTIFIED MAIL



7022 2410 0003 1817 4156



DISH WIRELESS L.L.C.
ATTN: DISH WIRELESS/ ALISON A. MINEA
9601 S. MERIDIAN BLVD.
ENGLEWOOD, CO 80112

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<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 0.63	
Total Postage and Fees \$ 4.98	
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City, State, ZIP+4® Englewood CO 80112	
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Dewberry Engineers Inc. | 919.881.9939
2610 Wycliff Road, Suite 410 | 919.881.9923 fax
Raleigh, NC 27607-3073 | www.dewberry.com

September 27, 2023

SBA TOWERS X, LLC
ATTENTION: EDWARD G. ROACH/ SBA
8051 CONGRESS AVE
BOCA RATON, FL, 33487, USA

Verizon Site Name: 16991550-NUCKOLS

SUBJ: NOTICE OF OUR INTENT TO MEET WITH THE BUCKINGHAM COUNTY STAFF IN A PRE-APPLICATION CONFERENCE TO DISCUSS THE LOCATION OF A FREE-STANDING WIRELESS COMMUNICATIONS FACILITY AT 3702 TRENTS MILL RD, DILLWYN VA 23936, LATITUDE N 37.595728° AND LONGITUDE W -78.320403°

Pursuant to the requirements of the Buckingham County Zoning Ordinance, Article 9 is hereby providing you with notice of our intent to meet with the county staff in a pre-application conference to discuss the location of a free-standing wireless communications facility that would be located at 3702 TRENTS MILL RD, DILLWYN VA 23936 and (NAD 83) Latitude N 37.595728° and Longitude W -78.320403°.

In general, we plan to construct a support structure of 195 feet in height for the purpose of providing wireless telecommunication services.

Please inform the County Staff if you have any desire for placing additional wireless facilities or Equipment within 2 miles of our proposed facility.

Please provide us and Buckingham Planning Department with this information within twenty business days after the date of this letter.

Your cooperation is sincerely appreciated.

Sincerely,

Lloyd McCarthy, Project Manager
For Cellco Partnership (Verizon Wireless)
Dewberry—Telecommunications Market Segment
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073

Mobile: (919) 539-4338 /Email: lmccarthy@dewberry.com
www.dewberry.com



2610 Wycliff Road
Suite 410
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SBA TOWERS X, LLC
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8051 CONGRESS AVE
BOCA RATON, FL, 33487, USA

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 0.63
Total Postage and Fees	\$ 4.98

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SBA Towers X, LLC
Street and Apt. No. or PO Box No.
8051 Congress Ave
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Raleigh, NC 27607-3073 | www.dewberry.com

September 29, 2023

T-MOBILE LICENSE LLC
ATTEN: T-MOBILE
12920 SE 38TH STREET
BELLEVUE, WA 95835

Verizon Site Name: 16991550-NUCKOLS

SUBJ: NOTICE OF OUR INTENT TO MEET WITH THE BUCKINGHAM COUNTY STAFF IN A PRE-APPLICATION CONFERENCE TO DISCUSS THE LOCATION OF A FREE-STANDING WIRELESS COMMUNICATIONS FACILITY AT 3702 TRENTS MILL RD, DILLWYN VA 23936, LATITUDE N 37.595728° AND LONGITUDE W -78.320403°

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Your cooperation is sincerely appreciated.

Sincerely,

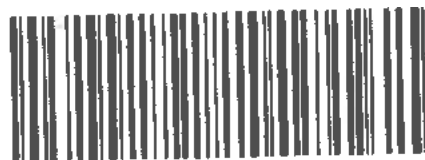
Lloyd McCarthy, Project Manager
For Cellco Partnership (Verizon Wireless)
Dewberry—Telecommunications Market Segment
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073

Mobile: (919) 539-4338 /Email: lmccarthy@dewberry.com
www.dewberry.com



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Suite 410
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Postage

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T-Mobile License LLC.

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PS Form 3800, April 2015 PSN 7530-02-000-9047

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Raleigh, NC 27607-3073 | www.dewberry.com

September 27, 2023

USCC SERVICES, LLC
ATTN: UNITED STATES CELLULAR CORPORATION
8410 WEST BRYN MAWR AVENUE
CHICAGO, IL 60631-3486

Verizon Site Name: 16991550-NUCKOLS

SUBJ: NOTICE OF OUR INTENT TO MEET WITH THE BUCKINGHAM COUNTY STAFF IN A PRE-APPLICATION CONFERENCE TO DISCUSS THE LOCATION OF A FREE-STANDING WIRELESS COMMUNICATIONS FACILITY AT 3702 TRENTS MILL RD, DILLWYN VA 23936, LATITUDE N 37.595728° AND LONGITUDE W -78.320403°

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Sincerely,

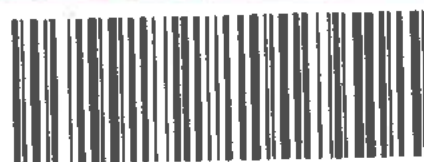
Lloyd McCarthy, Project Manager
For Cellco Partnership (Verizon Wireless)
Dewberry—Telecommunications Market Segment
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073

Mobile: (919) 539-4338 /Email: lmccarthy@dewberry.com
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<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 0.63	
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VERIZON WIRELESS-16991550-NUCKOLS
COLLOCATION AND ALTERNATIVE STRUCTURES STATEMENT

IN THE MATTER OF THE APPLICATION FOR A COMMUNICATIONS TOWER SPECIAL USE PERMIT
SUBMITTED TO THE BUCKINGHAM COUNTY BOARD OF SUPERVISORS

Verizon's Site name: NUCKOLS

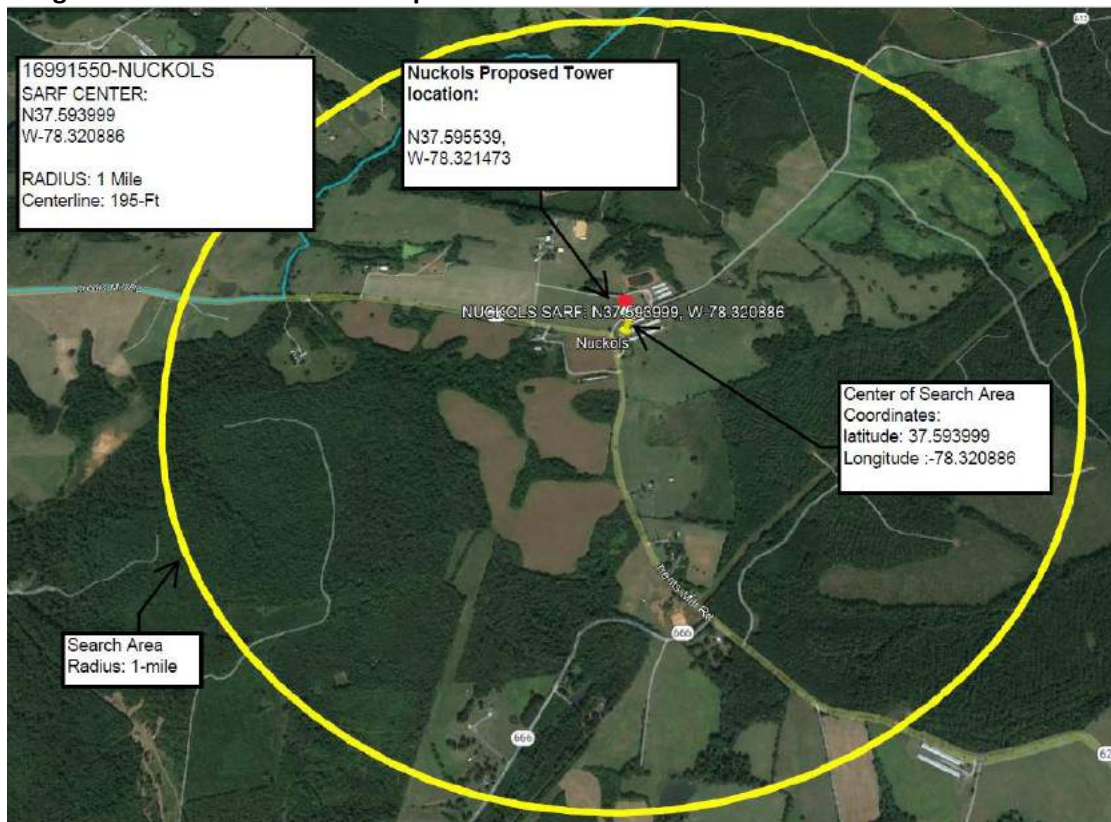
Site Address: Part of 3702 Trents Mill Rd, Dillwyn, VA/ PID: 99-46

1.0 SEARCH AREA PARAMETERS: NO EXISTING APPROPRIATE TALL STRUCTURES FOUND

Dewberry submits this testimonial in accordance with the requirements, purpose, and objectives of Buckingham County code to address the question of the availability of suitable alternative existing towers and structures for collocation in the Verizon Wireless issued search area.¹ Dewberry was hired by Verizon Wireless to search the area for an appropriate site—An existing cell tower, an alternative suitable tall structure, or a greenfield site. No existing tower, suitable tall structure or Buckingham County-owned property was found in the search area.

The search parameters provided by Verizon Wireless were: (i). A 1-mile radius area , (ii) An antenna mounting height ("RAD. Center") of 195 feet AGL. A depiction of the search area is shown in **image 1**.

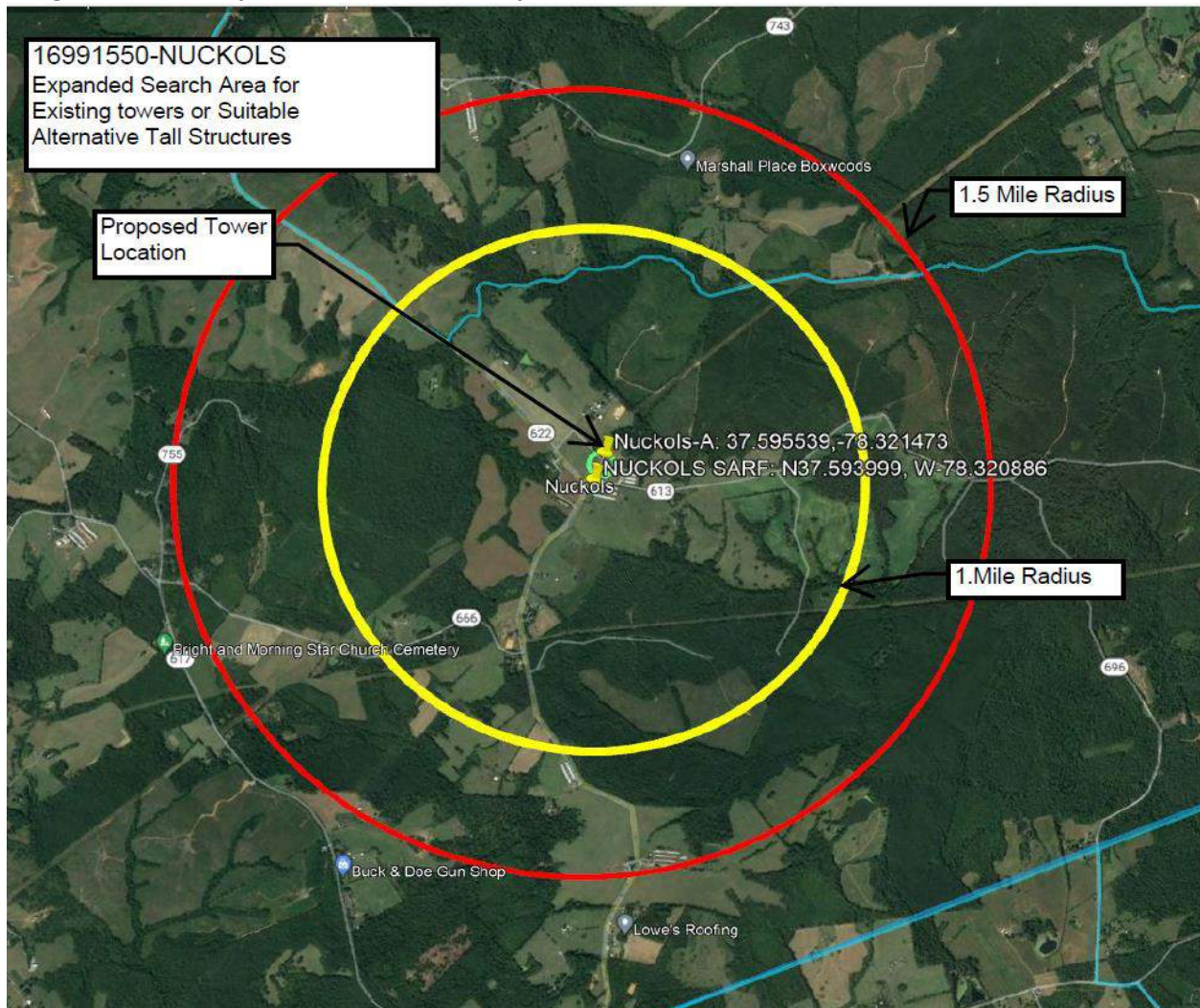
Image 1: Nuckols Search Area Map.



2.0 EXPANDED AREA OF SEARCH: NO EXISTING APPROPRIATE TALL STRUCTURES FOUND

Dewberry conducted a search within an expanded area of radius of 1.5-mile of the Verizon issued search area. No existing towers or other tall structures fitting Verizon's requirement and coverage objectives were found. **Image 2.**, below, depicts the expanded search area examined by Dewberry.

Image 2: Nuckols Expanded Search Area Map.

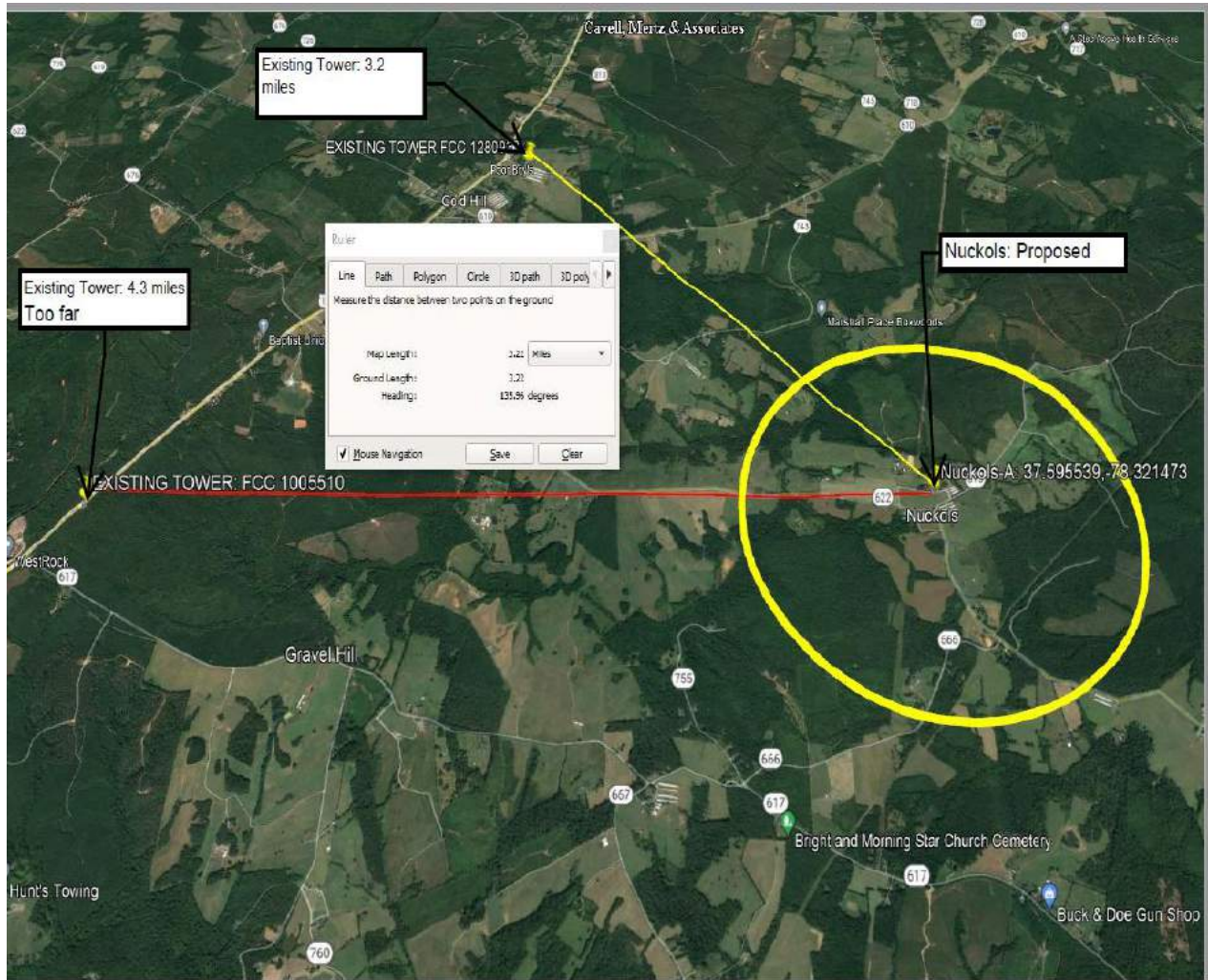


2.0 OTHER EXISTING TOWERS EXAMINED

Two (2) existing towers located 3.2 miles and 4.3 miles Northwest and West respectively were determined to be unsuitable for Verizon's Nuckols coverage objectives.² **Image 3**, below, shows the approximate location of these existing towers.

The existing transmission towers in the utility easement 0.8-mile East of the proposed site were also determined to be unsuitable—They are not tall enough, typically ranging from 65 feet to about 90 feet in height and having other critical constraints.

Image 3: Existing Towers West and Northwest: Unsuitable

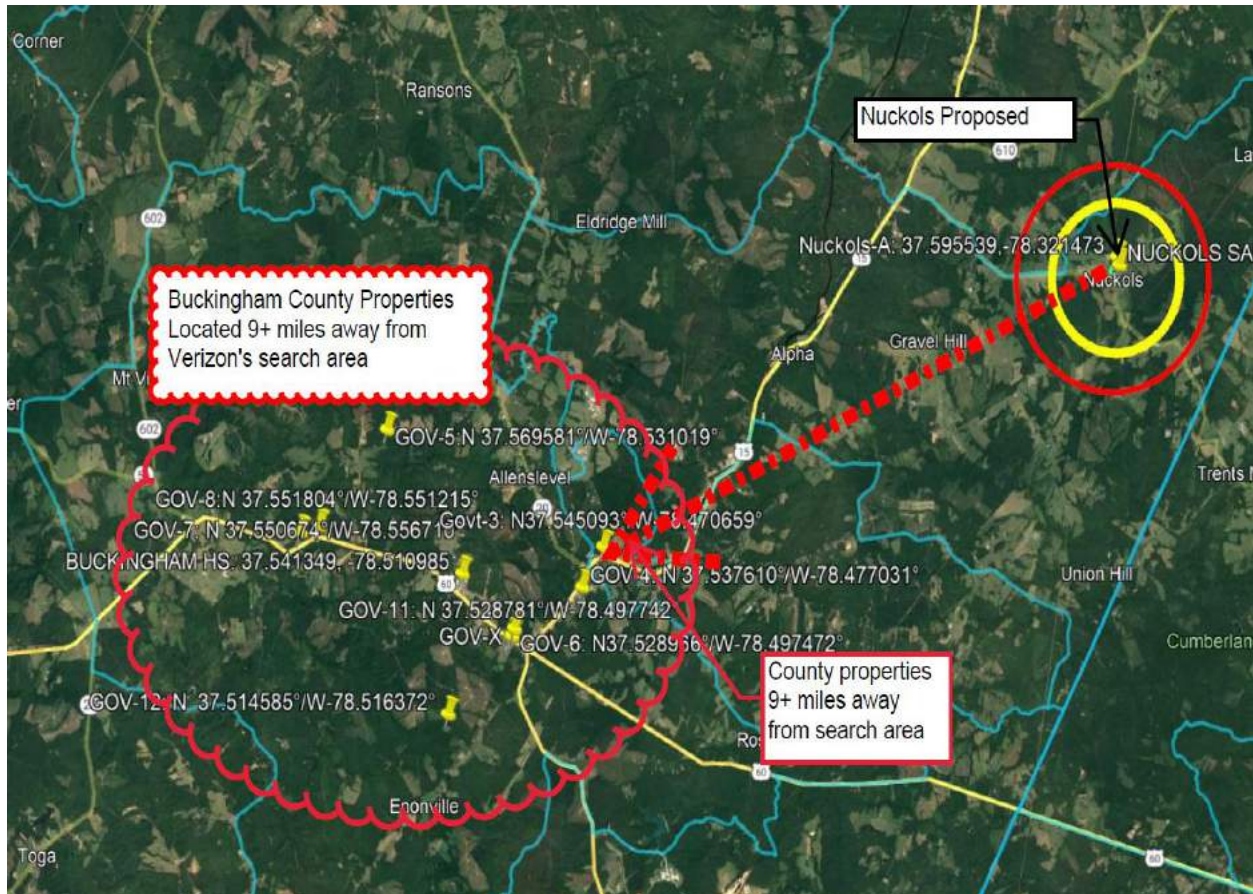


4.0 BUCKINGHAM COUNTY-OWNED PROPERTIES: NOT SUITABLE

Dewberry considered the Buckingham County owned properties suggested by the County in Supplemental Document to Article 9. Section One: Uses of County-owned lands.³ The properties were found to be unsuitable, located over 9 miles from the Verizon issued search area. Therefore the proposed location is a greenfield site on non publicly-owned property.⁴

A description of the location of the county owned properties and their proximity to the proposed site is illustrated in **Image 4**.

Image 4: Buckingham County-owned Properties: Unsuitable—Too Far



5.0 BUCKINGHAM COUNTY-OWNED PROPERTIES: NOT SUITABLE

Verizon Wireless and Dewberry used a site selection procedure that is consistent with the general process used for selecting all other existing and proposed mobile telecommunication facilities location within Verizon's proprietary existing and proposed network design space. The search area boundaries used to select the proposed site was based on the Applicant's determination of the optimum setting for the installation of the facility based on elevation and location to provide the best quality of service in the county and to the customers of the Applicant.

Verizon Wireless business is a provider of Wireless telecommunications services and not a Real Estate Investment Trust which leases cell tower space. Consequently, Verizon's directive and policy to Dewberry and other Site Acquisition Consultants is that collocation where feasible is preferred and given a high priority in site selection to reduce cost. Verizon managers advised that when they initiate the process to construct a new tower, it is generally after exploring and exhausting a search for existing and alternative structures for collocation. Hence, Verizon's site search methodology is consistent with the goal of the county "to facilitate collocation of ... wireless communication towers and wherever possible."⁵ And in the



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Nuckols search area, neither a suitable existing tower nor an appropriate alternative structure was found for collocation.

CONCLUSION:

The proposed tower WCF site and tower height are required to provide the necessary service to wireless communications users in the service area. It is the most appropriate site for Verizon Wireless. No existing tower or suitable alternative tall structure for collocation was found in the search area. Dewberry searched an expanded area beyond the boundaries provided by Verizon and similarly found no suitable existing structure on Verizon could collocate. County owned properties were considered but were determined to be unsuitable by being located too far away from the area in which Verizon requires a site to improve mobile coverage in the county and for its customers.

We certify that the foregoing statement is true and Correct.

Date: September 7, 2023



Lloyd McCarthy, Project Manager
Dewberry- Telecommunications Market Segment
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073
D 984.232.6798 /C 919.539.4338

Paul Robnett Site
Acquisition Specialist for
Dewberry

Digitally signed by Paul Robnett Site Acquisition
Specialist for Dewberry
DN: cn=Paul Robnett Site Acquisition Specialist for
Dewberry, o=Dewberry, ou,
email=probnets@gmail.com, c=US
Date: 2023.09.08 15:55:41 -0400

Paul Robnett, Site Acquisition Consultant
For Dewberry/Verizon
Dewberry-Telecommunications Market Segment
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060-9278
Phone: 208-660-6010

ENDNOTES

¹ Buckingham County code. Radio, Television and Wireless Communication Tower, §9.1., §9.8.(4). and Supplemental Document to Article 9, Supple §1., and §2.(2).(b). Regarding the requirement at Supplemental Document to Article 9, §6.2.(2).(b)., the Applicant humbly submits that requiring an affidavit to justify a facility is not permissible under VA. Code § 15.2-2316.4:2.A.2.

² The two unsuitable existing towers, NW and West over 3 miles away were identified as (i) An SBA lattice tower, FCC ASR# 1280937, 195 ft and (i) AT&T Corp Tower, 250' lattice tower.

³ Buckingham County code. Supplemental Document to Article 9. Section One: Uses of County-owned lands.

⁴ §9.5.(5).(b).(i).

⁵ §9.1.

[COLLOCATION AND ALTERNATIVE SITES STATEMENT AFFIDAVIT FOLLOW THIS PAGE]

COLLOCATION AND ALTERNATIVE SITES STATEMENT AFFIDAVIT

APPLICANT'S SITE ID: 16991550-NUCKOLS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

On this 8th day of December, of the year 2023,

I Lloyd D. McCarthy (printed name) hereby make oath that the Collocation and Alternative Structures Statement, provided as **Exhibit E.**, in the Application and Narrative for Special Use Permit for a proposed wireless communications facility, submitted before Buckingham County, its Planning Commission and Board of Supervisors, is true and correct as signed and attached to this affidavit.

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

Lloyd D. McCarthy

NOTARY PUBLIC

COUNTY OF Wake STATE OF North Carolina

Subscribed and sworn to me on this 8th day of December,

of the year 2023. My commission expires August 10th 2024.

Notary Public Signature: William Jacob Warren

Stamp:



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: Lloyd McCarthy
Date: 11/27/2023 Lloyd McCarthy
For Verizon Wireless /Owner



**Buckingham County, Virginia
Payments**

Credit Card Payment Address Information

Transaction Number **11744324**
Customer Name **DEI TELECOM**
Email Address **kshearin@dewberry.com**
Address **8401 Arlington Boulevard
Fairfax, VA 22031**

Credit Card Number **4XXXXXXXXXX3228**
Credit Card Type **Visa**
Expiration Date **0126**
Operator Name
Transaction Time **11/28/2023 4:07:02 PM**
Authorization Code **062936**
Convenience Fee **042845**
Authorization Code
Agency Total **4200.00**
Flat Convenience Fee **105.00**
Total Amount Charged to Card **4305.00**

Transaction Details

Buckingham Payment
MISC
Account/Map/Bill Number
Property ID: 99 46
Name
Verizon Wireless-Nuckols
Tax Year being paid

Parcel Number #2 (If applicable)

Parcel Number #3 (If applicable)

Parcel Number #4 (If applicable)

Vehicle Year Make and Model

Vehicle Year Make and Model 2

Vehicle Year Make and Model 3

Vehicle Year Make and Model 4

Signature Merchant Copy

**I agree to pay above total amount
according to card issuer agreement.**

**ONE OR BOTH CHARGES WILL APPEAR AS
PAYGOV.US ON YOUR CARD STATEMENT.**

BY-LAWS
BUCKINGHAM COUNTY PLANNING COMMISSION

Article 1 – Objectives

- 1-1. The Buckingham County Planning Commission was established in conformance with a resolution adopted by the Buckingham County Board of Supervisors on February 5, 1962. The present Commission has adopted the following Articles in order to facilitate its powers and duties in accordance with the provisions of Title 15.2, Chapter 22, Article 2, of the 1950 Code of Virginia, as amended.
- 1-2. The official title of this Commission shall be the “Buckingham County Planning Commission.”

Article 2 – Members

- 2-1. The Planning Commission shall consist of not less than five, nor more than fifteen members, all of whom shall be residents of the County. One member shall be one of the Board of Supervisors and the remaining members shall be County citizens appointed by the Board of Supervisors. The members shall be referred to as Commissioners. The term
- 2-2. The term of the member from the Board of Supervisors shall be at the pleasure of the Board of Supervisors. Members are appointed for terms of four (4) years by the Board of Supervisors. Any vacancy in membership shall be filled by appointment by the Board of Supervisors and shall be for an unexpired term only. Any appointed member may be removed by the Board of Supervisors for malfeasance in office. The Board of Supervisors may provide for the payment of expenses incurred by the performance of their official duties.
- 2-3. The term of a Commissioner member shall expire immediately prior to the beginning of the regular meeting at which meeting his successor’s term of office shall begin.

Article 3 – Officers and Their Selection

- 3-1. The officers of the Planning Commission shall consist of a Chairman, a Vice Chairman, and a Secretary. The members of the Planning Commission shall elect the Chairman and the Vice Chairman. The Chairman shall be elected first.
- 3-2. The election of the Chairman and Vice Chairman shall occur at the first regular meeting of each year.
- 3-3. Members shall nominate candidates for the position. A candidate receiving a majority of the vote of the entire membership of the Planning Commission shall be declared elected. The elected candidate shall take office immediately and serve for one (1) year or until their successor shall take office.

- 3-4. Vacancies in office shall be filled immediately by the election procedures listed above.

Article 4 – Duties of Officers

- 4-1. The Chairman shall be a member of the Commission and shall:
- 4-1-1. Preside at all meetings.
 - 4-1-2. Appoint committees, special and/or standing.
 - 4-1-3. Rule on all procedural questions (subject to a reversal by a two-thirds (2/3) majority vote by the members present.
 - 4-1-4. Be informed immediately of any official communication and report same at the next regular meeting.
 - 4-1-5. Carry out other duties as assigned by the Commission.
- 4-2. The Vice Chairman shall be a citizen member of the Commission and shall:
- 4-2-1. Act in the absence or inability of the Chairman to act.
 - 4-2-2. Have the power to function in the same capacity as the Chairman in cases of the Chairman's inability to act.
- 4-3. The Secretary shall:
- 4-3-1. Be the County Planner/Zoning Administrator or his/her designee.
 - 4-3-2. Keep a written record of all business transacted by the Commission.
 - 4-3-3. Notify all members of all meetings.
 - 4-3-4. Keep a file of all official records and reports of the Commission.
 - 4-3-5. Certify all maps, records, and reports of the Commission.
 - 4-3-6. Give notice of all hearings and public meetings.
 - 4-3-7. Attend to the correspondence of the Commission.
 - 4-3-8. Prepare and be responsible for the publishing of advertisements relating to public hearings.

Article 5 – Standing and Special Committees

- 5-1. Any committee necessary in the function of the Commission shall be appointed by the Chairman, who will specify their purpose and tenure, subject to majority approval by the Commission.

Article 6 – Meetings

- 6-1. Regular meetings of the Commission shall be held on the fourth Monday of every month beginning with January at 6:00 p.m. Special meetings shall be called, as needed. When a meeting date falls on a legal holiday, the meeting shall be held on the day following unless otherwise designated by the Commission.
- 6-2. Special meetings of the Commission shall be called by the Chairman or by two members upon written request to the Secretary. The Secretary shall mail to all members, at least

five days in advance of a special meeting, a written notice fixing the time and place of the meeting and the purpose thereof.

- 6-3. All regular and special meetings, hearings, records, and accounts shall be open to the Public, as provided by law.
- 6-4. A majority of the membership of the Commission shall constitute a quorum. No action of the Commission shall be valid unless authorized by a majority vote of those present and voting. Voting may be by roll call, in which case a record shall be kept as a part of the minutes.
- 6-5. Any request for consideration by the Commission shall be presented to the Secretary of the Commission and/or the County Administrator at least ten (10) days prior to the scheduled meeting or the Commission shall not be obligated to consider the matter at its next scheduled meeting.
- 6-6. For record keeping purposes, the Secretary of the Commission or other appointed staff will provide a sheet for all public commenters to write their name and address after they have finished their comments.
- 6-7. The Commission reserves the right to require that public comment and public hearing participants, with the exclusion of presenters, applicants and staff, sign up on a sign-up sheet prior to a meeting. The person chairing the meeting will have a last call for any additional names to be added directly before the scheduled public comment time or scheduled hearing. Then the Chair or appointed member shall call the individuals with preference given to the Buckingham County citizens and landowners to speak first.
- 6-8. During public comments and public hearings there shall be no discussion between the public and the Commission unless granted by the Chairman.
- 6-9. The following statement will be on all public comment and public hearing sign-up sheets and may be read by the Planning commission as a reminder to citizens to uphold the truth: *The Planning Commission would like to remind all speakers that they have a First Amendment right to speak. However, speakers do not have indemnification if the statement(s) are made with actual or constructive knowledge that they are false, or with reckless disregard for whether they are false. We ask all speakers to keep to what they know to be the truth and by signing up for comment you are acknowledging your understanding and agreement with the above.*
- 6-10. In the event of inclement weather, the regularly scheduled Planning Commission meeting will be held on the following Monday of the month.
- 6-11. Meetings held through electronic communications:
This policy is adopted pursuant and consistent with §2.2-3708.2 of the 1950 Code of Virginia, as amended. A. The following provisions shall apply to the Planning Commission for Buckingham County (Planning Commission):

1. Subject to the requirements of Section 6, the Planning Commission may conduct any meeting wherein the public business is discussed or transacted through electronic communication means if, on or before the day of the meeting, a member of the Planning Commission holding the meeting notifies the Chair of the Planning Commission that: a. Such member is unable to attend the meeting due to (i) a temporary or permanent disability or other medical condition that prevents the member's physical attendance or (ii) a family member's medical condition that required the member to provide care for such family member, thereby preventing the member's physical attendance; or b. Such member is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter. Participation by a member pursuant to this subdivision b is limited each calendar year to two meetings or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

2. If participation by a member through electronic communication means is approved pursuant to subdivision 1, the Planning Commission holding the meeting shall record in its minutes the remote location from which the member participated; however, the remote location need not be open to the public. If participation is approved pursuant to subdivision 1 a, the Planning Commission shall also include in its minutes the fact that the member participated through electronic communication means due to (i) a temporary or permanent disability or other medical condition that prevented the member's physical attendance or (ii) a family member's medical condition that required the member to provide care for such family member, thereby preventing the member's physical attendance. If participation is approved pursuant to subdivision 1 b, the Planning Commission shall also include in its minutes the specific nature of the personal matter cited by the member. If a member's participation from a remote location pursuant to subdivision 1 b is disapproved because such participation would violate the policy adopted pursuant to Section B, such disapproval shall be recorded in the minutes with specificity.

3. Any Planning Commission, or any joint meetings thereof, may meet by electronic communication means without a quorum of the Planning Commission physically assembled at one location when the Governor has declared a state of emergency in accordance with § 44-146.21, provided that (i) the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location and (ii) the purpose of the meeting is to provide for the continuity of operations of the Planning Commission or the discharge of its lawful purposes, duties and responsibilities. The Planning Commission convening a meeting in accordance with this subdivision shall: a. Give public notice using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided to members of the Planning Commission conducting the meeting; b. Make arrangements for public access to such meeting through electronic communication means, including videoconferencing if already used by the Planning Commission; c. Provide the public with the opportunity to comment at those meetings of the Planning Commission when public comment is customarily received; and d. Otherwise comply with the provisions of this policy. The nature of emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held shall be stated in the minutes.

The provisions of this subdivision 3 shall be applicable only for the duration of the emergency declared pursuant to §44-146-17 or 44-146.21. B. Participation by a member of the Planning Commission in a meeting through electronic communication means pursuant to subdivisions A 1 and 2 shall be authorized only if the following conditions are met: 1. The member gives proper notice of the member's inability to attend the meeting and the reasons the member is unable to attend; 2. The Chair shall make a preliminary determination if the non-attending member is able to participate through electronic means and shall announce that determination at the beginning of the meeting, setting forth when the request was received and why the member so requested; 3. If any member present disagrees with the determination of the Chair, the disagreeing member may request a vote of the Planning Commission

members present on the Chairs decision. Each member shall be allowed, if the member so desires, to speak one time, for no more than 2 minutes, on the determination. The Chair may vote and a majority of members present and voting shall prevail.

4. The minutes shall reflect those items required by this policy.

5. A quorum of the Planning Commission is physically assembled at one primary or central meeting location; and

6. The Planning Commission makes arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location. Nothing in this policy shall be construed to prohibit the use of interactive audio or video means to expand public participation. This policy shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the member requesting remote participation of the matters that will be considered or voted on at the meeting.

ARTICLE 7 – ORDER OF BUSINESS

7-1. The order of business for a regular meeting shall be:

7-1-1. Call to order by the Chairman.

7-1-2. Invocation.

7-1-3. Pledge of Allegiance.

7-1-4. Determination of a quorum.

7-1-5. Adoption of agenda.

7-1-6. Consideration of minutes.

7-1-7. Public Participation.

7-1-8. Old Business.

7-1-9. New Business.

7-1-10. Report of officers, committees, and staff.

7-1-11. Closed session, as needed

7-1-12 Adjournment

7-2. Closed sessions may be held as needed and allowed by law.

7-3. Parliamentary procedure in Commission meetings shall be guided by Robert's Rules of Order Amended for Small Groups.

7-4. The Planning Commission shall keep a set of minutes of all meetings, and these minutes shall become a public record.

7-5. The Secretary and Chairman shall sign all minutes.

ARTICLE 8 – HEARINGS

8-1. In addition to those required by law, the Commission, at its discretion, may hold public hearings when it decides that a hearing will be in the public interest.

8-2. Notice of a special hearing shall be published once a week for two successive weeks in a newspaper of general circulation in the area not less than five (5) days before the time of the public hearing.

8-3. The order for public hearings shall be:

8-3-1. The Chairman will request the Planner/Zoning Administrator to call the specific case being heard.

8-3-2. After hearing the specific case item, the Chairman will ask staff to present its report. Staff reports are available on the Friday prior to the public hearing.

8-3-3. The Chairman asks the applicant to present their case. Applicants may be limited on time at the discretion of the Chairman.

8-3-4. Following the staff's report and applicant's presentation, the Chairman will open the public hearing and call for public speakers. When called upon to speak, speakers must be recognized by the Planning Commission Chairman and must state name, address, and district. Spontaneous questions, comments and applause from the audience will not be acknowledged. Public speakers are allowed to speak for three (3) minutes. However, the Chairman reserves the right to set new speaking times at the start of each meeting. Commissioners should refrain from asking questions until the party addressing the Commission completes his or her entire presentation. For purposes of this guideline, the term "party" refers to staff, applicants and individual public speakers addressing the Commission. Once all speakers are heard, the public hearing will be closed. Applicant may have the opportunity to address the Commission on issues that arose during the public comment. At the discretion of the Chairman, additional questions from the public may be submitted to the Chairman and the applicant shall submit his/her responses to the questions through the Chairman.

8-3-5. At some point during the Commission discussion, a Commissioner may offer a motion that will be considered by the Commission.

8-3-6. A letter (Letter of Recommendation) which accurately portrays the Commission's action in sufficient detail, including the motion and vote, is sent to the Board of Supervisors.

8-4. A record shall be kept for those speaking before the Commission at the hearing.

Article 9 – Correspondence

9-1. It shall be the duty of the Secretary to draft and sign all correspondence necessary for the execution of the duties and functions of the Planning Commission.

9-2. It shall be the duty of the Secretary to communicate as appropriate when necessary to make communications that cannot be carried out as rapidly through direct correspondence.

9-3. All official papers and plans involving the authority of the Commission shall bear the signature of the Chairman or Vice Chairman together with the certification signed by the Secretary.

Article 10 – Amendments

10-1. These rules may be changed by a recorded two-thirds (2/3) vote of the entire membership after thirty (30) days' prior notice.

Adopted	February 1962	Revised	October 2018
Revised	March 1998		
Revised	January 2009		
Revised	January 2014		
Revised	January 2016		
Revised	January 2017		
Revised	January 2022		

Buckingham County Planning Commission
2024 Monthly Meeting and Work Session Schedule
All meetings and work sessions begin at 6pm

Meeting Schedule

Monday, January 22, 2024

Monday, February 26, 2024

Monday, March 25, 2024

Monday, April 22, 2024

Tuesday, May 28, 2024

Monday, June 24, 2024

Monday, July 22, 2024

Monday, August 26, 2024

Monday, September 23, 2024

Monday, October 28, 2024

Monday, November 25, 2024

Tuesday, December 23, 2024

Work Session Schedule

Tuesday, January 16, 2024

Tuesday, February 20, 2024

Monday, March 18, 2024

Monday, April 15, 2024

Monday, May 20, 2024

Monday, June 17, 2024

Monday, July 15, 2024

Monday, August 19, 2024

Monday, September 16, 2024

Monday, October 21, 2024

Monday, November 18, 2024

Monday, December 16, 2024



Karl R. Carter
County Administrator

E M. Wright, Jr.
County Attorney

Buckingham County

Board of Supervisors

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Joe N. Chambers, Jr.
District 6 Supervisor
Chairman

Dennis H. Davis
District 1 Supervisor
Vice-Chairman

Cameron Gilliam
District 2 Supervisor

Donald R. Matthews, Jr.
District 3 Supervisor

T. Jordan Miles, III
District 4 Supervisor

Harry W. Bryant, Jr.
District 5 Supervisor

Danny R. Allen
District 7 Supervisor

December 18, 2023

Chairman, Johnny Bickford
Buckingham County Planning Commission
Buckingham County, Virginia

RE: Solar Policy

Chairman Bickford,

I am providing the Planning Commission a copy of the solar policy that was adopted by the Board of Supervisors at their monthly meeting on December 11th 2023.

This policy had input from the Solar Committee, that included citizens, County staff, County Attorney along with two Board of Supervisors members.

The policy is thirty-two pages long and I want to call your attention to the very last page under *Part D*. This adopted solar policy comes into effect on January 1, 2024. As a result, all projects that make an SUP application after January 1st will have to comply with this policy. On the contrary all projects that have made an application before January 1st 2024 should be viewed with the same stipulations and guidelines that were used for previous projects (The Riverstone Conditions). It is also important to note that all suspended and inactive projects will be treated like new projects received after the January 1st start date and have to follow the newly adopted policy

Sincerely,

Karl Carter
County Administrator

Cc: Ms. Nicci Edmondston, Zoning Administrator
Mr. EM Wright, County Attorney

SOLAR POLICY
for
BUCKINGHAM COUNTY BOARD of SUPERVISORS

PART A
GENERALLY

1. Purpose

The purpose of this policy is to provide guidance for the siting, development, operations and decommissioning of solar energy facilities in the County of Buckingham that require a special use permit.

2. Generally

The development of solar facilities should be in a manner that promotes and protects the public health, safety, and welfare of the community while adhering to the responsible development of natural resources and significant conformance with the Comprehensive Plan.

3. Limitations

A. While recognizing the importance of the development and deployment of solar energy, the County of Buckingham does not think it appropriate to encumber the acreage of the County with unlimited solar facilities. Accordingly, the total solar facility capacity covered by this policy to be allowed in the County is limited to 1600 MW or 7500 acres of project size, whichever occurs first.

B In addition to the utility size solar projects, a 100 MW of small solar (5 MW or less) project will be allowed, e.g. 20 projects of 5 MW.

4. Battery Storage

Battery storage shall require a separate special use permit and shall be in addition to a special use permit for solar energy facility or a solar facility.

5. County Obligations

Nothing in the approval of an SUP by the County 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.

PART B
UTILITY SCALE SOLAR FACILITIES

1. Purpose and Intent

The purpose and intent of this part of the policy is to provide for the siting, development, operations and decommissioning of utility-scale solar energy facilities in the County of Buckingham in a manner that promotes and protects the public health, safety, and welfare of the community while adhering to the responsible development of natural resources and

significant conformance with the Comprehensive Plan.

2. Definitions for Part B

- A. *"Utility-scale solar energy facility" or "Solar Facility"* means an installation greater than five (5) MW principally designed and used to capture and convert solar radiation into electric or thermal energy for off-site use, such as transmission to the power grid, as well as any associated and/ or accessory facilities shown on the Solar Facility's site plan at time of site plan approval. Any storage facilities, public utility-owned switchyard and/ or substation associated with the project shall be considered a separate principal use and shall require separate zoning approval.
- B. *Applicant* shall mean the individual or entity applying for the Special Use Permit or any successor in interest to the Applicant, who owns and/or operates the Solar Facility.
- C. *Solar Equipment* shall include but not be limited to all racking, solar modules, inverters, breakers, switches, cabling, communications components, and other ancillary components necessary to convert solar energy to electricity and interconnect to the electrical transmission and subject to the requirements for such, together with setback requirements of that district and other requirements, unless otherwise stated. Solar Equipment shall not include access roads and transmission lines and poles.
- D. *Project Area* shall include all areas within the Property line boundary that include, but not limited to the following: Solar Equipment, ingress/egress, access roads, fencing, parking, laydown areas, setbacks, buffers, storage area, wetlands, erosion and sediment control features, storm water management features, and other ancillary components.
- E. Others as discovered

3. Application Phase

- A. General
 - i. Community Information and Involvement
 - a. Before application is made, the County should be made aware of the anticipated application and the timing of such filing; and
 - b. The applicant should also make the citizens of the County and particularly the citizens of the area of the Solar Facility aware of the application. Such awareness for the Community should provide the community information about the project and provide for the community to have input.
 - c. A public meeting shall be held prior to the public hearing with the

planning commission to give the community an opportunity to hear from the applicant and ask questions regarding the proposed facility. The meeting shall adhere to the following:

- (1) The applicant shall inform the zoning administrator and adjacent property owners in writing of the date, time and location of the meeting, at least seven but no more than 14 days, in advance of the meeting date;
- (2) The date, time and location of the meeting shall be advertised in a newspaper of record in the county by the applicant, at least seven but no more than 14 days, in advance of the meeting date;
- (3) The meeting shall be held within the county, at a location open to the general public with adequate parking and seating facilities that will accommodate persons with disabilities;
- (4) The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant and provide feedback; and
- (5) The applicant shall provide to the zoning administrator with a summary of any input received from members of the public at the meeting.

- ii. In addition to the information required for a special use permit application pursuant to the Zoning Ordinance for utility-scale solar energy facilities should include the information as subsequently herein provided, unless waived in writing by the zoning administrator:

B. Project Narrative: A narrative identifying the applicant, facility owner, site applicant, owner, and operator, if known at the time of the application, and describing the proposed Solar Facility, including an overview of the project and its location; the size of the site and the project area; the current use of the site; the estimated time for construction and proposed date for commencement of operations; the planned maximum rated capacity of the Solar Facility; the approximate number, representative types and expected footprint of solar equipment to be constructed, including without limitation photovoltaic panels; energy storage and ancillary facilities, if applicable; and how and where the electricity generated at the Solar Facility will be transmitted, including the general location of the proposed electrical grid interconnection.

C. Site Plan: The site plan shall include the following information:

- I. Property lines, minimum required setback lines and any proposed setback lines that exceed the minimum requirements.
- ii. Existing and proposed buildings and structures, including preliminary location(s) of the proposed solar panels (and ancillary equipment and facilities), electrical cabling equipment, substation, switchyard, and energy

- storage facility (as applicable).
 - iii. Existing and proposed access roads, permanent entrances, temporary construction entrances, drives, turnout locations, and parking.
 - iv. Fencing and other methods of ensuring public safety.
 - v. Areas where vegetative buffering will be installed and/or maintained.
 - vi. Existing wetlands, woodlands and areas containing substantial woods or vegetation.
 - vii. Additional information as may be required by the zoning administrator.
- D. Traffic Management Plan to include:
 - I. Traffic control methods, to include, if applicable, lane closures, flagging procedures, directional and informational signage, and designated access points for deliveries and employee access.
 - ii. Designated delivery and parking areas.
 - iii. Designated routes for deliveries of equipment and materials on public use roads to the Project site.
 - iv. Plans to direct employee traffic and delivery traffic to specific roadways to access the Project to minimize conflicts with local traffic patterns.
 - v. The traffic management plan shall be submitted to the Virginia Department of Transportation (VDOT) and Buckingham County for review and approval by VDOT.
- E. Construction Mitigation Plan to include plans for:
 - I. Dust mitigation, such as water trucks, mulch, or similar methods.
 - ii. Smoke and burn mitigation, such as containment or similar methods.
 - iii. Noise mitigation, such as the enforcement of hours of operation, traffic control, and similar methods.
 - iv. Road monitoring and maintenance to include cleaning roadways of mud tracked onto public roadways from construction-related traffic.
- F. Landscaping and Screening Plan that identifies required and/or proposed vegetative buffering, including the use of existing and newly installed vegetation to screen the Solar Facility. The plan should address any proposed use of pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers in the project area.
- G. Point of Contact representative to be provided to locality for duration of project. Updated contact information to be provided as applicable.
- H. Coordination with EMS and Fire Departments to respond to any on-site emergency.
- I. Applicant/Owner/Operator agrees to provide the County with current copies of any real property lease agreements for the Property associated with the Project. Developer

may redact any information deemed confidential tax information or proprietary/trade secrets and the Locality shall use reasonable efforts to maintain the confidentiality of the real property lease agreements. However, for any such leases, Developer shall, at the minimum, provide the annual lease payment amounts for each parcel being leased for the Project. Thereafter, should the payment terms be amended in any such lease agreements, the Developer shall forthwith provide such information to the Locality.

4. Developmental Standards

A. General

- i. The Applicant should seek reduce exposure to risk and protect the health, safety, and general welfare of the public.
- ii. The Applicant should seek to preserve rural viewsheds and reduce the visual impact of utility solar energy facilities.
- iii. The design of support buildings and related structures shall use materials, colors, textures, screening and landscaping that will blend the facilities to the natural setting and surrounding structures.

B. Setbacks

- I. A minimum of a one hundred (100) foot setback from fence around the Solar Equipment to the property line and any public rights of way shall be provided around the perimeter of the Solar Project where it is adjacent to property not owned by the same property owner at the time of the approval by the Board of Supervisors. Transmission Lines and poles, security fence, and project roads may be located within the setbacks only where necessary.
- ii. A minimum five hundred (500) foot setback shall be maintained from the fence line around the Solar Equipment to any adjoining or adjacent residential dwellings that exist at the time of the approval by the Board of Supervisors. This requirement may be reduced or waived for the life of the solar energy facility, if agreed to, in writing, by the owner of the residence.
- iv. As an additional erosion and sediment control and stormwater management precaution, a minimum one-hundred (100) foot setback shall be maintained from Solar Equipment to the edge of all perennial streams and connected wetlands located within the Project Area.
- v. Transmission lines and poles, project roads, erosion and sediment control and stormwater management features may be located within the setbacks where necessary.

C. Landscaping and Buffering

- I. Within the one hundred (100) foot setback, there shall be maintained at least a fifty (50) foot buffer of vegetation and timber, existing or newly planted, with the intent to substantially obscure from view the Solar Equipment and security fence from the property line.

- ii. All buffer areas will be maintained with the advice and support of a professional arborist or forester for the duration of the project's operational life. Such maintenance may include thinning, trimming, seeding or other modifications to the buffer to ensure the health of the vegetated buffer areas, public safety, and the energy efficiency of the Project. In the event the health of the vegetation within the buffer area is compromised and no longer substantially obscures from view the Solar Equipment and security fence, the Applicant will plant a new buffer or supplement the remaining buffer, including timber, evergreens, cedars or other vegetation as determined by the Applicant with the advice of a professional arborist or Forrester.
- iii. Along existing public right-of-way (ROW) where there is existing timber, the Applicant shall retain at least a fifty (50) foot buffer of existing vegetation and timber with the intent to substantially obscure from view the Solar Equipment and security fence from the public right-of-way. Along existing public rights-of-way where there is not at least 50' of vegetation and timber remaining to substantially obscure from view the Solar Equipment and security fence, the Applicant will create a buffer of at least fifty (50) feet. The new buffer will include timber, evergreens, cedars or other vegetation as determined by the Applicant with the advice of a professional arborist and subject to the prior written approval of the Zoning Administrator prior to the issuance of a building permit. All plantings installed in the buffer shall have an anticipated five-year height of six (6) to eight (8) feet after planting and an anticipated mature height of at least twenty (20) feet. Any new plantings shall be planted during the appropriate time of year after the completion of construction of the Project. The buffer may be included in the setback area.
- iv. Due consideration will be given to using Pollinator Habitats where appropriate.
- v. A performance bond reflecting the estimated costs of anticipated landscaping maintenance shall be posted prior to construction to ensures the buffer landscaping is adequately maintained for the life of the Project.

D. Glare

- I. A glint and glare study shall be provided that demonstrates either that the panels will be sited, designed, and installed to eliminate glint and glare effects on roadway users, nearby residences, commercial areas, and other sensitive viewing locations, or that the applicant will use all reasonably available mitigation techniques to reduce glint and glare to the lowest achievable levels. The study will assess and quantify potential glint and glare effects and address the potential health, safety, and visual impacts associated with glint and glare. Any such assessment must be conducted by qualified individuals using appropriate and commonly accepted software and procedures.
- ii. Solar panels shall be of a non-reflective type and the Solar Facility must be

designed and operated to prevent the direction of concentrated solar radiation or glare onto neighboring properties and public roads.

- iii. The facility shall utilize only panels that employ anti-glare technology, anti-reflective coatings, and other available mitigation techniques, all that meet or exceed industry standards, to reduce glint and glare.
- iv. If requested the applicant shall provide written certification from a qualified expert, acceptable to the County, that the facility's panels incorporate and utilize anti-glare technology and anti-reflective coatings and reduce glint and glare to levels that meet or exceed industry standards.

E. Construction Matters

- I. A Construction Traffic Management Plan and mitigation measures shall be developed by the Applicant and submitted to the Virginia Department of Transportation (VDOT) and Buckingham County for review. The Plan shall address traffic control measures, an industry standard pre- and post-construction road evaluation, and any necessary localized repairs (i.e., potholes, wash-boarding of gravel, shoulder rutting, culvert crushing, etc.) to the public road that are required as a result of damage from the Project. The Applicant will take all reasonable precautions to minimize impact and damage to public roads including regular maintenance, washing and sweeping. If a traffic issue arises during the construction of the Project, the Applicant shall immediately develop with input from the County and VDOT and implement appropriate measures to mitigate the issue.
- ii. Parking of vehicles or staging of equipment or materials related construction or decommissioning of the Project shall be limited to the Project Area.
- iii. Heavy construction activities (including but not limited to earth moving, pile driving, etc.) shall be permitted on all days except Saturday and Sunday between 8 am and 6 pm. Applicant may request permission from the Zoning Administrator to conduct piling driving activity on Saturday, but such permission will be granted or denied at the sole discretion of the Zoning Administrator.
- iv. All other construction activity within the Project Area shall be permitted Monday through Friday in accordance with the provisions of the County's Noise Ordinance.

F. Height: The height of ground mounted utility scale solar facilities shall not exceed seventeen (17) feet in height when oriented at maximum tilt. Such height restriction shall not apply to electrical distribution facilities, substations, or transmission lines.

G. Security Fencing

- I. The solar panels must be enclosed by a security fence with a minimum height of six (6) feet.

- ii. Fencing must be installed on the interior of the vegetative buffer required in this section so that it is screened from the ground level view of adjacent property owners. The fencing shall be always maintained while the facility is in operation.

- H. Signage: No signage shall be allowed on the fencing, structures, or buildings of the Solar Facility except for one sign 32 square feet at the main ingress/egress area, which shall list the required warnings, Solar Facility name, address, and relevant emergency contact information. Directional signs, not exceeding eight square feet per sign, shall be permitted and limited to no more than two per approved entrance or right-of-way. Any signage required by any State or Federal agency, any industry code or standard, or any commercial insurance or safety standards shall be exempt from this requirement.

- I. Lighting:
 - I. During operation, the Solar Facility shall utilize no more lighting than necessary to ensure safe operation and maintenance. To the maximum extent practical, lighting should be on motion sensors, aimed downward and away from roads and dwellings, and limited to only areas that require illumination. Lighting shall be permitted during construction, as needed, within permitted operational hours.
 - ii. Lighting on the site shall comply with any dark skies ordinance the board of supervisors may adopt or, from time to time, amend.

- J. VEGETATIVE MANAGEMENT PLAN
 - I. The applicant shall develop a comprehensive and detailed vegetative management plan with the intended effect to revegetate the Project Area with ground cover.
 - ii. The Applicant will perform appropriate soil tests in areas across the Project Area to achieve an appropriate sample size of Project Area. These soil tests will be used to inform and develop the comprehensive and detailed vegetative management plan.
 - iii. The vegetative management plan may include the optimal seed types, fertilizer rates, and liming rates (if necessary) to be used for temporary and permanent stabilization.
 - iv. The plan will be used to insure that the Applicant will maintain ground cover in good condition throughout the operation of the Project.
 - v. Where grubbing is not required for the construction or operation of the solar farm, or for the installation of erosion control and storm water management features, existing stumps shall remain in place.
 - vi. The Applicant will consider implementation of Pollinator Habitats in the vegetative management plan where appropriate and in accordance

with applicable laws and regulations.

- vii. The ground between the panels and in areas not otherwise covered by gravel or infrastructure shall be managed with a vegetative cover that retards runoff and prevents the soil from blowing or washing away from the site. This cover may be managed with mowing, grazing, or herbicide use, provided that the herbicides are used within the label restrictions and are non-residual in type.

K. Erosion and Sediment Control and Stormwater Management

- I. An Erosion and Sediment Control Plan must be submitted to the County and approved by the Soil and Water Conservation District and the Virginia Department of Environmental Quality prior to any land disturbance. Prior to Applicant's submission of the Erosion and Sediment Control Plan, the Applicant will contact the County's erosion and sediment control reviewer and use reasonable efforts to arrange a meeting on the Property with the Applicant's engineer. The County may obtain an independent third party review of the Erosion and Sediment Control Plan at the expense of the Applicant.
- ii. The erosion and sediment control plan shall be prepared in accordance with the Virginia Erosion and Sediment Control Handbook. As an additional precaution, in projects involving more than 100 acres(?) Of land disturbance, the erosion and sediment control plan will be implemented as a sequential progression, demonstrating that not more than 25% of the Maximum Extents (a "Phase") be initially disturbed during construction without temporary seeding or other stabilization in accordance with the Virginia Erosion and Sediment Control Handbook. Temporary seeding or other stabilization in accordance with the Virginia Erosion and Sediment Control Handbook shall be implemented as soon as possible, and no more than 7 days after final grading in a Phase is complete. As soon as the stabilization of a phase, as referenced above, has been completed, construction activity (disturbance) may commence in a subsequent Phase. This condition shall not prevent continued construction activities in a previous Phase after a previous Phase has been stabilized in accordance with the Virginia Erosion and Sediment Control Handbook, and such stabilized areas will not be subject to the 25% limitation as referenced above; however continued construction activities, excluding maintenance of erosion and sediment control and stormwater management features or associated activities, shall not be re-initiated in a previous Phase until at least 50% vegetative cover (as determined by an independent inspector) has been established in that Phase or 60 days after a Phase has been temporarily stabilized, whichever is sooner. During this period, The applicant shall take continued action implementing best management practices to promote successful establishment of vegetative cover in a Phase. The erosion and sediment control plan will provide the

means and measures in accordance with the Virginia Erosion and Sediment Control Handbook to achieve stabilization of the disturbed areas and to comply with this condition.

iii. During the construction of the Project, the Applicant shall require the following:

(a) All Erosion and Sediment Control facilities will be inspected by a qualified third party inspector: (I) at least every four calendar days; or (ii) as least once every five calendar days and within 24 hours following any runoff producing storm event. Any discrepancies should be noted and corrective action should be taken to ensure facilities are operating properly. Corrective measures include regularly cleaning out sediment basins and traps, stabilizing eroded banks or spillway structures, cleaning inlets and outlets and repairing damaged silt fence shall be prioritized.

(b) Runoff at stormwater outfalls will also be observed just as often for characteristics listed in the land disturbance permit (clarity, solids, etc.).

© A record of the amount of rainfall at the Project during land disturbing activities.

(d) A record of major land disturbing activities, including dates when clearing, grading and excavating occurred in each Phase. Dates when construction activities are either temporarily or permanently ceased in the Phase should be recorded along with stabilization areas.

iv. A Stormwater Management Plan must be submitted to the Virginia Department of Environmental Quality (VDEQ) and approved by VDEQ prior to any land disturbance. The Applicant will obtain approval of a Stormwater Pollution Prevention Plan ("SWPPP"). The Applicant and its contractor will have operational day-to-day control of the Project and must implement the SWPPP measures. The Applicant will cause the active up-to-date SWPPP to be made publicly available either electronically or at a location viewable not less than once per month upon request by the public. The Applicant and its contractors will ensure that the applicable subcontractors are trained on appropriate best management practices and requirements in the SWPPP.

L. Wind: The applicant/owner shall ensure that the solar arrays are designed to withstand 120 mph wind speeds.

M. Photo-voltaic Panels (panels):

i. All panels will use anti reflective coatings. Exterior surfaces of the collectors and related equipment shall have a non-reflective finish and solar panels shall be designed and installed to limit glare to a degree that no after image would occur.

ii. The internal components shall not contain cadmium telluride. Only silicon

type panels that use lead-free soldering, or those other panels that have been established as optimal standard best practice, shall be utilized by the Applicant.

- iii. Panels shall not contain perfluoroalkyl substances. This includes, but is not limited to polytetrafluoroethylene films were applied to panels after their manufacture.
- iv. The County may require proof of this provision at its discretion before, during, and after the installation of the photo-voltaic panels.

5. **Review Fees:** The Applicant shall pay a supplemental application fee to cover costs, if applicable, of the review of erosion and sediment control and stormwater management plans by a third party who is not an employee of the County of Buckingham. This area maybe addressed in a siting agreement.

6. **Insurance Requirements**

- A. The applicant shall prior to the issuance of a building permit shall provide to the County Administrator, or designee, a Certificate of Insurance providing General Liability Insurance which shall include, at a minimum, the following information: (I) the name of the insurance company, policy number and expiration date; and (ii) the coverage and limits on coverage and including the amount of deductibles or self-insured retentions with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate, combined single limit, for bodily injury (including death) or property damage and Environmental Impairment insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence.
- B. Notwithstanding the foregoing if the project is developed by or sold to a public utility company that is self-insured, such self-insurance may be utilized to satisfy the liability insurance requirement(s) of this section. If the project is subsequently sold to an entity that is not adequately self-insured as determined by the zoning administrator, then the liability insurance requirement(s) shall apply.
- C. The applicant/owner shall maintain insurance for the duration of the use.
- D. The level of insurance coverage shall be reviewed every 5 years and adjusted accordingly.

7. **Construction and Operation Phase**

- A. The solar facility shall be constructed, maintained, and operated in substantial compliance with:
 - I. The development standards of this policy.
 - ii. The approved concept plan.
 - iii. Any other conditions imposed pursuant to a Supplemental Use Permit.

- B. During normal operation, but excluding maintenance, the Solar facility shall not produce noise that exceeds 50 dbA as measured at the property lines of the project boundary, unless the owner of the adjoining affected property has given written agreement to a higher level.
- C. The applicant shall maintain the solar facility in good condition. Such maintenance shall include, but not be limited to, painting, structural integrity of the equipment and structures, as applicable, and maintenance of the buffer areas and landscaping. Site access shall be maintained to a level acceptable to the County. The project Applicant shall be responsible for the cost of maintaining the solar facility and access roads, and the cost of repairing damage to private roads occurring as a result of construction and operation.
- D. If a solar energy facility has been determined to be unsafe by the county building official, the facility shall be required to be repaired by the facility Applicant, site owner, or operator to meet federal, state, and local safety standards, or to be removed by the applicant, owners or operator. The applicant, owners or operator must complete the repair or removal of the facility, as directed by the building official, within the time period allowed by the building official. If directed to do so by the building official, the applicant, owners or operator will remove the solar energy facility in compliance with decommissioning plan established for such facility.
- E. The Solar Facility shall:
 - I. Comply with uniform statewide building code. All solar energy facilities shall be constructed and operated in compliance with the uniform statewide building code.
 - ii. Equipment type. All systems and equipment. All solar systems and solar equipment used shall meet the requirements of the National Electrical Code (NEC), National Electrical Safety Code (NESC), American Society of Civil Engineers (ASCE), American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), or International Electrotechnical Commission (IEC) as applicable.
 - iii. Compliance with regulations governing electric energy supply. Large scale solar energy facilities connected to the utility grid must comply with permitting requirements of the state corporation commission or the permit by rule requirements of the department of environmental quality, as applicable.
 - iv. FAA regulations. All solar energy facilities must meet or exceed the standards and regulations of the Federal Aviation Administration.
 - v. Other applicable laws. All solar energy facilities shall be constructed and operated in compliance with all applicable local, state, and federal laws, rules, regulations, permit requirements, and ordinances.
- F. Entry and inspection. The applicant, owners and/or operator will allow designated

county officials access to the facility for inspection purposes, provided such inspectors will be subject to the applicant, owners' and/or operator's safety requirements and protocols while within the facility, for verification of compliance with the requirements of the conditions.

- G. During construction of the Project, the County and its assigns and designees shall have access to the site for inspections and to assure compliance with the conditions.
- H. The applicant, owner and operator shall give the County written notice of any change in ownership, operator, or Power Purchase Agreement within thirty (30) days.
- I. Emergency Access: The applicant/owner/operator shall provide emergency access, including but not limited to include unobstructed access utilizing fire lane marking and a Knox Corporation key box or padlock for emergency access via the locked gate, prior to the issuance of a Certificate of Occupancy. The required emergency access and sufficiency of said access shall be subject to the review and approval of the Fire Marshal.
- J. Emergency Management
 - 1. Generally: The Applicant shall coordinate with the County's emergency services staff to provide materials, education, and/or training to the departments serving the solar energy facility regarding how to safely respond to on-site emergencies. Prior to construction, the Applicant shall ensure that emergency services staff has keys and/or other access to the Property and the Applicant shall provide the County and emergency services with safety data sheets (SDSs) on the Solar Equipment for the life of the project.
 - 2. Emergency Management Plan: Prior to receiving a Certificate of Occupancy, the applicant/owner/operator shall provide an Emergency Management Plan (EMP) to the Director of Emergency Services for the utility solar energy facility. The EMP shall be subject to the review and approval of the Director of Emergency Services, or designee. The goal of this EMP is to provide safety guidelines and procedures for potential emergency-related incidents during all phases of the life of the facility (construction, operation, and decommissioning). The EMP must cover, at a minimum:
 - a. emergency communications and training, theft and vandalism, inclement weather, high voltage equipment, and fire safety and prevention.
 - b. How the Applicant shall coordinate with the County's emergency services staff to provide materials, education, and/or training to the departments serving the solar energy facility regarding how to safely respond to on-site emergencies.
 - 3. The Applicant will pay any and all expenses of the local fire departments and/or the County's emergency medical services (EMS) in responding to and

addressing/dealing with events at the Solar facility to which the fire departments or EMS is called.

- K. Interconnection. The Project shall not receive a building permit until evidence, satisfactory to Buckingham County in its sole discretion, has been given that the applicant has made arrangements for an appropriate interconnection service agreement to distribute its power.
- L. Traffic Matters During Construction. The following measures will be taken prior to and during construction:
 - a. Construction Traffic Management Plan and mitigation measures shall be developed by the Applicant and submitted to the Virginia Department of Transportation (VDOT) and Buckingham County for review. The Plan shall address traffic control measures, an industry standard pre- and post-construction road evaluation, proposed work zones and delivery locations, and any necessary localized repairs (i.e., potholes, wash-boarding of gravel, shoulder rutting, culvert crushing, etc.) to the public road that are required as a result of damage from the Project.
 - b. During construction, applicant will keep the roads leading to and from the Project Area clean of all debris, including but not limited to dirt and mud. The Applicant will take all reasonable precautions to minimize impact and damage to public roads including regular maintenance, washing and sweeping. If a traffic issue arises during the construction of the Project, the Applicant shall immediately develop with input from the County and VDOT and implement appropriate measures to mitigate the issue.
 - c. The applicant maybe restricted from using certain public roads where the impact of construction traffic could, in the sole opinion and discretion of the County, adversely effect the public's use of the roads, including the impact on school and school bus traffic.
- M. During construction, the Applicant will keep the County and Community informed on construction progress every quarter.
- N. If the solar facility does not receive a building permit within twenty-four (24) months of approval of the Special Use Permit, the Permit shall be terminated, unless extended by the Board of Supervisors for good cause shown.
- O. Every two (2) years after receiving a Certificate of Occupancy, the operator of the solar facility shall provide to the County water and soil test, performed by testing methods recognized in the soil and water testing community as reliable, from each of the erosion sediment control ponds of substances that could leach from the solar panels, including, as appropriate based on the panels used, but not necessarily limited to heavy metals, polycyclic aromatic hydrocarbons, ethylene glycol, silicon

tetrachloride, hydrofluoric acid, sulfuric acid, or nitric acid.

P. No grading of slopes of 15% or more will be permitted.

8. Decommissioning Phase

A. Generally

- I. The applicant shall enter into a written agreement to decommission the solar energy equipment, facilities, and devices prior to the issuance of the building permit.
- ii. The Project shall be decommissioned within twelve (12) months. The decommissioning shall require (I) the removal of any Project facilities installed or constructed thereupon, (ii) the filling in and compacting of all trenches or other borings or excavations made in association with the Project and (iii) the removal of all debris caused by the Project from the surface and 36" below the surface of the Property.
- iii. The Applicant shall pay a supplemental application fee to cover costs, if applicable, of the review of decommissioning plans by a third party who is not an employee of the County of Buckingham. This area maybe addressed in a siting agreement.
- iv. Decommissioning shall begin a. if the solar energy facility is inactive completely or substantially discontinuing the delivery of electricity to an electrical grid) for a continuous twelve (12) month period; b. if the project is declared unsafe and the applicant, owners or operator has not completed the repair or removal of the facility to remedy such unsafe aspects; or if neither (a) or (b) apply, at a time selected by the applicant, owner, or operator.
- iv. Decommissioning shall be performed in compliance with the approved decommissioning plan. The Board of Supervisors may approve any appropriate amendments to or modifications of the decommissioning plan.

B. Decommissioning Plan

- I. Generally: The plan shall identify the anticipated life of the Solar Facility, the estimated overall cost of decommissioning the Solar Facility in current dollars, and the methodology for determining such estimate, and the manner in which the plan will be executed.
- ii. When: The decommissioning plan shall be agreed to before the issuance of the building permit
- iii. Content: None of the salvage value will be included in the calculation

C. Security: Prior to issuance of the first building permit, the applicant must provide security in the amount of the estimated cost of the decommissioning, plus fifteen percent (15%) for administrative cost, if not already included. Options for security include a cash escrow, a performance surety bond, a certified check, an irrevocable

letter of credit, or other security acceptable to the county. The security must remain valid until the decommissioning obligations have been met.

- D. Review: The decommissioning security amount shall be updated every five years. The decommissioning plan, cost estimates, and all updates of those plans and estimates shall be sealed by a professional engineer.

9. Other

- A. To preserve and protect county viewsheds and resources, to protect the health, safety, and welfare of the community, and to otherwise advance the purpose and intent of this article, the following non-exhaustive list of additional criteria may be considered by the planning commission and the board of supervisors in addressing whether to recommend or grant a permit, and what conditions to impose on any permit, for a large scale solar energy facility:
- I. The topography of the site and the surrounding area.
 - ii. The proximity of the site to, observability from, and impact on urban and residential areas.
 - iii. The proximity of the site to, observability from, and impact on areas of historical, cultural, and archaeological significance.
 - iv. The proximity of the site to other large scale solar energy facilities, other energy generating facilities, and utility transmission lines.
 - v. The proximity of the site to, observability from, and impact on areas of scenic significance, such as scenic byways, vistas, and blueways.
 - vi. The proximity of the site to, observability from, and impact on public rights-of-way, including but not necessarily limited to highways, secondary roads, streets, and scenic byways.
 - vii. The proximity of the site to, observability from, and impact on recreational areas, such as parks, battlefields, trails, lakes, rivers, and creeks.
 - viii. The proximity of the site to airports.
 - ix. The preservation and protection of wildlife and pollinator habitats and corridors.
 - x. The proximity of the site to any urban planning area or community planning area identified in the comprehensive plan.
 - xi. The size of the site.
 - xii. The proposed use of available technology, coatings, and other measures for mitigating adverse impacts of the facility.
- B. The enumeration of these criteria shall not prohibit the planning commission or board of supervisors from considering other factors deemed relevant to a specific conditional use permit application based on the details of the application. Nothing herein shall limit in any manner the nature and scope of reasonable conditions that may be recommended by the planning commission or imposed by the board of supervisors.

PART C

SMALL SOLAR FACILITIES

1. Purpose and Intent

The purpose and intent of this part of the policy is to provide for the siting, development, operations and decommissioning of non-utility-scale solar energy facilities in the County of Buckingham in a manner that promotes and protects the public health, safety, and welfare of the community while adhering to the responsible development of natural resources and significant conformance with the Comprehensive Plan.

2. Definitions for Part C

- A. *"Non-Utility-scale solar energy facility" or "Facility" or "Solar Facility"* means: an installation five (5) MW or less that requires a special use permit and that is principally designed and used to capture and convert solar radiation into electric or thermal energy for off-site use, such as transmission to the power grid, as well as any associated and/ or accessory facilities shown on the Facility's site plan at time of site plan approval. Any storage facilities, public utility-owned switchyard and/ or substation associated with the project shall be considered a separate principal use and shall require separate zoning approval.
- B. *Applicant* shall mean the individual or entity applying for the Special Use Permit or any successor in interest to the Applicant, who owns and/or operates the Facility.
- C. *Solar Equipment* shall include but not be limited to all racking, solar modules, inverters, breakers, switches, cabling, communications components, and other ancillary components necessary to convert solar energy to electricity and interconnect to the electrical transmission and subject to the requirements for such, together with setback requirements of that district and other requirements, unless otherwise stated. Solar Equipment shall not include access roads and transmission lines and poles.
- D. *Project Area* shall include all areas within the Property line boundary that include, but not limited to the following: Solar Equipment, ingress/egress, access roads, fencing, parking, laydown areas, setbacks, buffers, storage area, wetlands, erosion and sediment control features, storm water management features, and other ancillary components.
- E. Others as discovered

3. Application Phase

- A. General
 - i. Community Information and Involvement
 - a. Before application is made, the County should be made aware of the

- anticipated application and the timing of such filing; and
- b. The applicant should also make the citizens of the County and particularly the citizens of the area of the Solar Facility aware of the application. Such awareness for the Community should provide the community information about the project and provide for the community to have input.
 - c. A public meeting shall be held prior to the public hearing with the planning commission to give the community an opportunity to hear from the applicant and ask questions regarding the proposed facility. The meeting shall adhere to the following:
 - (1) The applicant shall inform the zoning administrator and adjacent property owners in writing of the date, time and location of the meeting, at least seven but no more than 14 days, in advance of the meeting date;
 - (2) The date, time and location of the meeting shall be advertised in a newspaper of record in the county by the applicant, at least seven but no more than 14 days, in advance of the meeting date;
 - (3) The meeting shall be held within the county, at a location open to the general public with adequate parking and seating facilities that will accommodate persons with disabilities;
 - (4) The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant and provide feedback; and
 - (5) The applicant shall provide to the zoning administrator with a summary of any input received from members of the public at the meeting.
 - ii. In addition to the information required for a special use permit application pursuant to the Zoning Ordinance for utility-scale solar energy facilities should include the information as subsequently herein provided, unless waived in writing by the zoning administrator:
- B. Project Narrative: A narrative identifying the applicant, facility owner, site applicant, owner, and operator, if known at the time of the application, and describing the proposed Solar Facility, including an overview of the project and its location; the size of the site and the project area; the current use of the site; the estimated time for construction and proposed date for commencement of operations; the planned maximum rated capacity of the Solar Facility; the approximate number, representative types and expected footprint of solar equipment to be constructed, including without limitation photovoltaic panels; energy storage and ancillary facilities, if applicable; and how and where the electricity generated at the Solar Facility will be transmitted, including the general location of the proposed electrical grid interconnection.

- C. Site Plan: The site plan shall include the following information:
 - I. Property lines, minimum required setback lines and any proposed setback lines that exceed the minimum requirements.
 - ii. Existing and proposed buildings and structures, including preliminary location(s) of the proposed solar panels (and ancillary equipment and facilities), electrical cabling equipment, substation, switchyard, and energy storage facility (as applicable).
 - iii. Existing and proposed access roads, permanent entrances, temporary construction entrances, drives, turnout locations, and parking.
 - iv. Fencing and other methods of ensuring public safety.
 - v. Areas where vegetative buffering will be installed and/or maintained.
 - vi. Existing wetlands, woodlands and areas containing substantial woods or vegetation.
 - vii. Additional information as may be required by the zoning administrator.
- D. Traffic Management Plan to include:
 - I. Traffic control methods, to include, if applicable, lane closures, flagging procedures, directional and informational signage, and designated access points for deliveries and employee access.
 - ii. Designated delivery and parking areas.
 - iii. Designated routes for deliveries of equipment and materials on public use roads to the Project site.
 - iv. Plans to direct employee traffic and delivery traffic to specific roadways to access the Project to minimize conflicts with local traffic patterns.
 - v. The traffic management plan shall be submitted to the Virginia Department of Transportation (VDOT) and Buckingham County for review and approval by VDOT.
- E. Construction Mitigation Plan to include plans for:
 - I. Dust mitigation, such as water trucks, mulch, or similar methods.
 - ii. Smoke and burn mitigation, such as containment or similar methods.
 - iii. Noise mitigation, such as the enforcement of hours of operation, traffic control, and similar methods.
 - iv. Road monitoring and maintenance to include cleaning roadways of mud tracked onto public roadways from construction-related traffic.
- F. Landscaping and Screening Plan that identifies required and/or proposed vegetative buffering, including the use of existing and newly installed vegetation to screen the Solar Facility. The plan should address any proposed use of pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers in the project area.
- G. Point of Contact representative to be provided to locality for duration of project. Updated contact information to be provided as applicable.

- H. Applicant/Owner/Operator agrees to provide the County with current copies of any real property lease agreements for the Property associated with the Project. Developer may redact any information deemed confidential tax information or proprietary/trade secrets and the Locality shall use reasonable efforts to maintain the confidentiality of the real property lease agreements. However, for any such leases, Developer shall, at the minimum, provide the annual lease payment amounts for each parcel being leased for the Project. Thereafter, should the payment terms be amended in any such lease agreements, the Developer shall forthwith provide such information to the Locality.
- I. Provide method for coordination with EMS and Fire Departments to respond to any on-site emergency.

4. Developmental Standards

- A. General
 - i. The Applicant should seek reduce exposure to risk and protect the health, safety, and general welfare of the public.
 - ii. The Applicant should seek to preserve rural viewsheds and reduce the visual impact of utility solar energy facilities.
 - iii. The design of support buildings and related structures shall use materials, colors, textures, screening and landscaping that will blend the facilities to the natural setting and surrounding structures.
- B. Setbacks
 - I. A minimum of a one hundred (100) foot setback from fence around the Solar Equipment to the property line and any public rights of way shall be provided around the perimeter of the Solar Project where it is adjacent to property not owned by the same property owner at the time of the approval by the Board of Supervisors. Transmission Lines and poles, security fence, and project roads may be located within the setbacks only where necessary.
 - ii. A minimum five hundred (500) foot setback shall be maintained from the fence line around the Solar Equipment to any adjoining or adjacent residential dwellings that exist at the time of the approval by the Board of Supervisors. This requirement may be reduced or waived for the life of the solar energy facility, if agreed to, in writing, by the owner of the residence.
 - iv. As an additional erosion and sediment control and stormwater management precaution, a minimum one-hundred (100) foot setback shall be maintained from Solar Equipment to the edge of all perennial streams and connected wetlands located within the Project Area.
 - v. Transmission lines and poles, project roads, erosion and sediment control and stormwater management features may be located within the setbacks where necessary.

C. Landscaping and Buffering

- I. Within the one hundred (100) foot setback, there shall be maintained at least a fifty (50) foot buffer of vegetation and timber, existing or newly planted, with the intent to substantially obscure from view the Solar Equipment and security fence from the property line.
- ii. All buffer areas will be maintained with the advice and support of a professional arborist or forester for the duration of the project's operational life. Such maintenance may include thinning, trimming, seeding or other modifications to the buffer to ensure the health of the vegetated buffer areas, public safety, and the energy efficiency of the Project. In the event the health of the vegetation within the buffer area is compromised and no longer substantially obscures from view the Solar Equipment and security fence, the Applicant will plant a new buffer or supplement the remaining buffer, including timber, evergreens, cedars or other vegetation as determined by the Applicant with the advice of a professional arborist or Forrester.
- iii. Along existing public right-of-way (ROW) where there is existing timber, the Applicant shall retain at least a fifty (50) foot buffer of existing vegetation and timber with the intent to substantially obscure from view the Solar Equipment and security fence from the public right-of-way. Along existing public rights-of-way where there is not at least 50' of vegetation and timber remaining to substantially obscure from view the Solar Equipment and security fence, the Applicant will create a buffer of at least fifty (50) feet. The new buffer will include timber, evergreens, cedars or other vegetation as determined by the Applicant with the advice of a professional arborist and subject to the prior written approval of the Zoning Administrator prior to the issuance of a building permit. All plantings installed in the buffer shall have an anticipated five-year height of six (6) to eight (8) feet after planting and an anticipated mature height of at least twenty (20) feet. Any new plantings shall be planted during the appropriate time of year after the completion of construction of the Project. The buffer may be included in the setback area.
- iv. Due consideration will be given to using Pollinator Habitats where appropriate.
- v. A performance bond reflecting the estimated costs of anticipated landscaping maintenance shall be posted prior to construction to ensures the buffer landscaping is adequately maintained for the life of the Project.

D. Glare

- I. A glint and glare study shall be provided that demonstrates either that the panels will be sited, designed, and installed to eliminate glint and glare effects on roadway users, nearby residences, commercial areas, and other sensitive viewing locations, or that the applicant will use all reasonably available mitigation techniques to reduce glint and glare to the lowest achievable levels. The study will assess and quantify potential glint and glare

effects and address the potential health, safety, and visual impacts associated with glint and glare. Any such assessment must be conducted by qualified individuals using appropriate and commonly accepted software and procedures.

- ii. Solar panels shall be of a non-reflective type and the Solar Facility must be designed and operated to prevent the direction of concentrated solar radiation or glare onto neighboring properties and public roads.
- iii. The facility shall utilize only panels that employ anti-glare technology, anti-reflective coatings, and other available mitigation techniques, all that meet or exceed industry standards, to reduce glint and glare.
- iv. If requested the applicant shall provide written certification from a qualified expert, acceptable to the County, that the facility's panels incorporate and utilize anti-glare technology and anti-reflective coatings and reduce glint and glare to levels that meet or exceed industry standards.

E. Construction Matters

- I. A Construction Traffic Management Plan and mitigation measures shall be developed by the Applicant and submitted to the Virginia Department of Transportation (VDOT) and Buckingham County for review. The Plan shall address traffic control measures, an industry standard pre- and post-construction road evaluation, and any necessary localized repairs (i.e., potholes, wash-boarding of gravel, shoulder rutting, culvert crushing, etc.) to the public road that are required as a result of damage from the Project. The Applicant will take all reasonable precautions to minimize impact and damage to public roads including regular maintenance, washing and sweeping. If a traffic issue arises during the construction of the Project, the Applicant shall immediately develop with input from the County and VDOT and implement appropriate measures to mitigate the issue.
- ii. Parking of vehicles or staging of equipment or materials related construction or decommissioning of the Project shall be limited to the Project Area.
- iii. Heavy construction activities (including but not limited to earth moving, pile driving, etc.) shall be permitted on all days except Saturday and Sunday between 8 am and 6 pm. Applicant may request permission from the Zoning Administrator to conduct piling driving activity on Saturday, but such permission will be granted or denied at the sole discretion of the Zoning Administrator.
- iv. All other construction activity within the Project Area shall be permitted Monday through Friday in accordance with the provisions of the County's Noise Ordinance.

- F. Height: The height of ground mounted utility scale solar facilities shall not exceed seventeen (17) feet in height when oriented at maximum tilt. Such height restriction shall not apply to electrical distribution facilities, substations, or transmission lines.

- G. Security Fencing
- I. The solar panels must be enclosed by a security fence with a minimum height of six (6) feet.
 - ii. Fencing must be installed on the interior of the vegetative buffer required in this section so that it is screened from the ground level view of adjacent property owners. The fencing shall be always maintained while the facility is in operation.
- H. Signage: No signage shall be allowed on the fencing, structures, or buildings of the Solar Facility except for one sign 32 square feet at the main ingress/egress area, which shall list the required warnings, Solar Facility name, address, and relevant emergency contact information. Directional signs, not exceeding eight square feet per sign, shall be permitted and limited to no more than two per approved entrance or right-of-way. Any signage required by any State or Federal agency, any industry code or standard, or any commercial insurance or safety standards shall be exempt from this requirement.
- I. Lighting:
- I. During operation, the Solar Facility shall utilize no more lighting than necessary to ensure safe operation and maintenance. To the maximum extent practical, lighting should be on motion sensors, aimed downward and away from roads and dwellings, and limited to only areas that require illumination. Lighting shall be permitted during construction, as needed, within permitted operational hours.
 - ii. Lighting on the site shall comply with any dark skies ordinance the board of supervisors may adopt or, from time to time, amend.
- J. VEGETATIVE MANAGEMENT PLAN
- I. The applicant shall develop a comprehensive and detailed vegetative management plan with the intended effect to revegetate the Project Area with ground cover.
 - ii. The Applicant will perform appropriate soil tests in areas across the Project Area to achieve an appropriate sample size of Project Area. These soil tests will be used to inform and develop the comprehensive and detailed vegetative management plan.
 - iii. The vegetative management plan may include the optimal seed types, fertilizer rates, and liming rates (if necessary) to be used for temporary and permanent stabilization.
 - iv. The plan will be used to insure that the Applicant will maintain ground cover in good condition throughout the operation of the Project.

- v. Where grubbing is not required for the construction or operation of the solar farm, or for the installation of erosion control and storm water management features, existing stumps shall remain in place.
- vi. The Applicant will consider implementation of Pollinator Habitats in the vegetative management plan where appropriate and in accordance with applicable laws and regulations.
- vii. The ground between the panels and in areas not otherwise covered by gravel or infrastructure shall be managed with a vegetative cover that retards runoff and prevents the soil from blowing or washing away from the site. This cover may be managed with mowing, grazing, or herbicide use, provided that the herbicides are used within the label restrictions and are non-residual in type.

K. Erosion and Sediment Control and Stormwater Management

- I. An Erosion and Sediment Control Plan must be submitted to the County and approved by the Soil and Water Conservation District and the Virginia Department of Environmental Quality prior to any land disturbance. Prior to Applicant's submission of the Erosion and Sediment Control Plan, the Applicant will contact the County's erosion and sediment control reviewer and use reasonable efforts to arrange a meeting on the Property with the Applicant's engineer. The County may obtain an independent third party review of the Erosion and Sediment Control Plan at the expense of the Applicant.
- ii. The erosion and sediment control plan shall be prepared in accordance with the Virginia Erosion and Sediment Control Handbook. As an additional precaution, in projects involving more than 100 acres(?) Of land disturbance, the erosion and sediment control plan will be implemented as a sequential progression, demonstrating that not more than 25% of the Maximum Extents (a "Phase") be initially disturbed during construction without temporary seeding or other stabilization in accordance with the Virginia Erosion and Sediment Control Handbook. Temporary seeding or other stabilization in accordance with the Virginia Erosion and Sediment Control Handbook shall be implemented as soon as possible, and no more than 7 days after final grading in a Phase is complete. As soon as the stabilization of a phase, as referenced above, has been completed, construction activity (disturbance) may commence in a subsequent Phase. This condition shall not prevent continued construction activities in a previous Phase after a previous Phase has been stabilized in accordance with the Virginia Erosion and Sediment Control Handbook, and such stabilized areas will not be subject to the 25% limitation as referenced above; however continued construction activities, excluding maintenance of erosion and sediment control and stormwater management features or associated activities, shall not be re-initiated in a previous Phase until at least 50% vegetative cover (as determined by an

independent inspector) has been established in that Phase or 60 days after a Phase has been temporarily stabilized, whichever is sooner. During this period, The applicant shall take continued action implementing best management practices to promote successful establishment of vegetative cover in a Phase. The erosion and sediment control plan will provide the means and measures in accordance with the Virginia Erosion and Sediment Control Handbook to achieve stabilization of the disturbed areas and to comply with this condition.

iii. During the construction of the Project, the Applicant shall require the following:

- (a) All Erosion and Sediment Control facilities will be inspected by a qualified third party inspector: (I) at least every four calendar days; or (ii) as least once every five calendar days and within 24 hours following any runoff producing storm event. Any discrepancies should be noted and corrective action should be taken to ensure facilities are operating properly. Corrective measures include regularly cleaning out sediment basins and traps, stabilizing eroded banks or spillway structures, cleaning inlets and outlets and repairing damaged silt fence shall be prioritized.
- (b) Runoff at stormwater outfalls will also be observed just as often for characteristics listed in the land disturbance permit (clarity, solids, etc.).
- (c) A record of the amount of rainfall at the Project during land disturbing activities.
- (d) A record of major land disturbing activities, including dates when clearing, grading and excavating occurred in each Phase. Dates when construction activities are either temporarily or permanently ceased in the Phase should be recorded along with stabilization areas.

iv. A Stormwater Management Plan must be submitted to the Virginia Department of Environmental Quality (VDEQ) and approved by VDEQ prior to any land disturbance. The Applicant will obtain approval of a Stormwater Pollution Prevention Plan ("SWPPP"). The Applicant and its contractor will have operational day-to-day control of the Project and must implement the SWPPP measures. The Applicant will cause the active up-to-date SWPPP to be made publicly available either electronically or at a location viewable not less than once per month upon request by the public. The Applicant and its contractors will ensure that the applicable subcontractors are trained on appropriate best management practices and requirements in the SWPPP.

L. Wind: The applicant/owner shall ensure that the solar arrays are designed to withstand 120 mph wind speeds.

M. Photo-voltaic Panels (panels):

- I. All panels will use anti reflective coatings. Exterior surfaces of the collectors and related equipment shall have a non-reflective finish and solar panels shall be designed and installed to limit glare to a degree that no after image would occur.
- ii. The internal components shall not contain cadmium telluride. Only silicon type panels that use lead-free soldering, or those other panels that have been established as optimal standard best practice, shall be utilized by the Applicant.
- iii. Panels shall not contain perfluoroalkyl substances. This includes, but is not limited to polytetrafluoroethylene films were applied to panels after their manufacture.
- iv. The County may require proof of this provision at its discretion before, during, and after the installation of the photo-voltaic panels.

5. Review Fees: Review Fees: The Applicant shall pay a supplemental application fee to cover costs, if applicable, of the review of erosion and sediment control and stormwater management plans by a third party who is not an employee of the County of Buckingham. This area maybe addressed in a siting agreement.

6. Insurance Requirements

- A. The applicant shall prior to the issuance of a building permit shall provide to the County Administrator, or designee, a Certificate of Insurance providing General Liability Insurance which shall include, at a minimum, the following information: (I) the name of the insurance company, policy number and expiration date; and (ii) the coverage and limits on coverage and including the amount of deductibles or self-insured retentions with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate, combined single limit, for bodily injury (including death) or property damage and Environmental Impairment insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence.
- B. Notwithstanding the foregoing if the project is developed by or sold to a public utility company that is self-insured, such self-insurance may be utilized to satisfy the liability insurance requirement(s) of this section. If the project is subsequently sold to an entity that is not adequately self-insured as determined by the zoning administrator, then the liability insurance requirement(s) shall apply.
- C. The applicant/owner shall maintain insurance for the duration of the use.
- D. The level of insurance coverage shall be reviewed every 5 years and adjusted accordingly.

7. Construction and Operation Phase

- A. The solar facility shall be constructed, maintained, and operated in substantial

compliance with:

- I. The development standards of this policy.
 - ii. The approved concept plan.
 - iii. Any other conditions imposed pursuant to a Supplemental Use Permit.
- B. During normal operation, but excluding maintenance, the Solar facility shall not produce noise that exceeds 50 dbA as measured at the property lines of the project boundary, unless the owner of the adjoining affected property has given written agreement to a higher level.
- C. The applicant shall maintain the solar facility in good condition. Such maintenance shall include, but not be limited to, painting, structural integrity of the equipment and structures, as applicable, and maintenance of the buffer areas and landscaping. Site access shall be maintained to a level acceptable to the County. The project Applicant shall be responsible for the cost of maintaining the solar facility and access roads, and the cost of repairing damage to private roads occurring as a result of construction and operation.
- D. If a solar energy facility has been determined to be unsafe by the county building official, the facility shall be required to be repaired by the facility Applicant, site owner, or operator to meet federal, state, and local safety standards, or to be removed by the applicant, owners or operator. The applicant, owners or operator must complete the repair or removal of the facility, as directed by the building official, within the time period allowed by the building official. If directed to do so by the building official, the applicant, owners or operator will remove the solar energy facility in compliance with decommissioning plan established for such facility.
- E. The Solar Facility shall:
- I. Comply with uniform statewide building code. All solar energy facilities shall be constructed and operated in compliance with the uniform statewide building code.
 - ii. Equipment type. All systems and equipment. All solar systems and solar equipment used shall meet the requirements of the National Electrical Code (NEC), National Electrical Safety Code (NESC), American Society of Civil Engineers (ASCE), American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), or International Electrotechnical Commission (IEC) as applicable.
 - iii. Compliance with regulations governing electric energy supply. Large scale solar energy facilities connected to the utility grid must comply with permitting requirements of the state corporation commission or the permit by rule requirements of the department of environmental quality, as applicable.
 - iv. FAA regulations. All solar energy facilities must meet or exceed the standards and regulations of the Federal Aviation Administration.

- v. Other applicable laws. All solar energy facilities shall be constructed and operated in compliance with all applicable local, state, and federal laws, rules, regulations, permit requirements, and ordinances.
- F. Entry and inspection. The applicant, owners and/or operator will allow designated county officials access to the facility for inspection purposes, provided such inspectors will be subject to the applicant, owners' and/or operator's safety requirements and protocols while within the facility, for verification of compliance with the requirements of the conditions.
- G. During construction of the Project, the County and its assigns and designees shall have access to the site for inspections and to assure compliance with the conditions.
- H. The applicant, owner and operator shall give the County written notice of any change in ownership, operator, or Power Purchase Agreement within thirty (30) days.
- I. Emergency Access: The applicant/owner/operator shall provide emergency access, including but not limited to include unobstructed access utilizing fire lane marking and a Knox Corporation key box or padlock for emergency access via the locked gate, prior to the issuance of a Certificate of Occupancy. The required emergency access and sufficiency of said access shall be subject to the review and approval of the Fire Marshal.
- J. Emergency Management
 - 1. Generally: The Applicant shall coordinate with the County's emergency services staff to provide materials, education, and/or training to the departments serving the solar energy facility regarding how to safely respond to on-site emergencies. Prior to construction, the Applicant shall ensure that emergency services staff has keys and/or other access to the Property and the Applicant shall provide the County and emergency services with safety data sheets (SDSs) on the Solar Equipment for the life of the project.
 - 2. Emergency Management Plan: Prior to receiving a Certificate of Occupancy, the applicant/owner/operator shall provide an Emergency Management Plan (EMP) to the Director of Emergency Services for the utility solar energy facility. The EMP shall be subject to the review and approval of the Director of Emergency Services, or designee. The goal of this EMP is to provide safety guidelines and procedures for potential emergency-related incidents during all phases of the life of the facility (construction, operation, and decommissioning). The EMP must cover, at a minimum:
 - a. emergency communications and training, theft and vandalism, inclement weather, high voltage equipment, and fire safety and prevention.
 - b. How the Applicant shall coordinate with the County's emergency

services staff to provide materials, education, and/or training to the departments serving the solar energy facility regarding how to safely respond to on-site emergencies.

3. The Applicant will pay any and all expenses of the local fire departments and/or the County's emergency medical services (EMS) in responding to and addressing/dealing with events at the Solar facility to which the fire departments or EMS is called.
- K. Interconnection. The Project shall not receive a building permit until evidence, satisfactory to Buckingham County in its sole discretion, has been given that the applicant has made arrangements for an appropriate interconnection service agreement to distribute its power.
- L. Traffic Matters During Construction. The following measures will be taken prior to and during construction:
- a. Construction Traffic Management Plan and mitigation measures shall be developed by the Applicant and submitted to the Virginia Department of Transportation (VDOT) and Buckingham County for review. The Plan shall address traffic control measures, an industry standard pre- and post-construction road evaluation, proposed work zones and delivery locations, and any necessary localized repairs (i.e., potholes, wash-boarding of gravel, shoulder rutting, culvert crushing, etc.) to the public road that are required as a result of damage from the Project.
 - b. During construction, applicant will keep the roads leading to and from the Project Area clean of all debris, including but not limited to dirt and mud. The Applicant will take all reasonable precautions to minimize impact and damage to public roads including regular maintenance, washing and sweeping. If a traffic issue arises during the construction of the Project, the Applicant shall immediately develop with input from the County and VDOT and implement appropriate measures to mitigate the issue.
 - c. The applicant maybe restricted from using certain public roads where the impact of construction traffic could, in the sole opinion and discretion of the County, adversely effect the public's use of the roads, including the impact on school and school bus traffic.
- M. During construction, the Applicant will keep the County and Community informed on construction progress every quarter.
- N. If the solar facility does not receive a building permit within twenty-four (24) months of approval of the Special Use Permit, the Permit shall be terminated, unless extended by the Board of Supervisors for good cause shown.
- O. Every two (2) years after receiving a Certificate of Occupancy, the operator of the

solar facility shall provide to the County water and soil test, performed by testing methods recognized in the soil and water testing community as reliable, from each of the erosion sediment control ponds of substances that could leach from the solar panels, including, as appropriate based on the panels used, but not necessarily limited to heavy metals, polycyclic aromatic hydrocarbons, ethylene glycol, silicon tetrachloride, hydrofluoric acid, sulfuric acid, or nitric acid.

- P. No grading of slopes of 15% or more will be permitted.

8. Decommissioning Phase

A. Generally

- I. The applicant shall enter into a written agreement to decommission the solar energy equipment, facilities, and devices prior to the issuance of the building permit.
- ii. The Project shall be decommissioned within twelve (12) months. The decommissioning shall require (I) the removal of any Project facilities installed or constructed thereupon, (ii) the filling in and compacting of all trenches or other borings or excavations made in association with the Project and (iii) the removal of all debris caused by the Project from the surface and 36" below the surface of the Property.
- iii. The Applicant shall pay a supplemental application fee to cover costs, if applicable, of the review of decommissioning plans by a third party who is not an employee of the County of Buckingham. This area maybe addressed in a siting agreement.
- iv. Decommissioning shall begin a. if the solar energy facility is inactive completely or substantially discontinuing the delivery of electricity to an electrical grid) for a continuous twelve (12) month period; b. if the project is declared unsafe and the applicant, owners or operator has not completed the repair or removal of the facility to remedy such unsafe aspects; or if neither (a) or (b) apply, at a time selected by the applicant, owner, or operator.
- iv. Decommissioning shall be performed in compliance with the approved decommissioning plan. The Board of Supervisors may approve any appropriate amendments to or modifications of the decommissioning plan.

B. Decommissioning Plan

- I. Generally: The plan shall identify the anticipated life of the Solar Facility, the estimated overall cost of decommissioning the Solar Facility in current dollars, and the methodology for determining such estimate, and the manner in which the plan will be executed.
- ii. When: The decommissioning plan shall be agreed to before the issuance of the building permit
- iii. Content: None of the salvage value will be included in the calculation

- C. Security: Prior to issuance of the first building permit, the applicant must provide security in the amount of the estimated cost of the decommissioning, plus fifteen percent (15%) for administrative cost, if not already included. Options for security include a cash escrow, a performance surety bond, a certified check, an irrevocable letter of credit, or other security acceptable to the county. The security must remain valid until the decommissioning obligations have been met.
- D. Review: The decommissioning security amount shall be updated every five years. The decommissioning plan, cost estimates, and all updates of those plans and estimates shall be sealed by a professional engineer.

9. Other

- A. To preserve and protect county viewsheds and resources, to protect the health, safety, and welfare of the community, and to otherwise advance the purpose and intent of this article, the following non-exhaustive list of additional criteria may be considered by the planning commission and the board of supervisors in addressing whether to recommend or grant a permit, and what conditions to impose on any permit, for a large scale solar energy facility:
 - I. The topography of the site and the surrounding area.
 - ii. The proximity of the site to, observability from, and impact on urban and residential areas.
 - iii. The proximity of the site to, observability from, and impact on areas of historical, cultural, and archaeological significance.
 - iv. The proximity of the site to other large scale solar energy facilities, other energy generating facilities, and utility transmission lines.
 - v. The proximity of the site to, observability from, and impact on areas of scenic significance, such as scenic byways, vistas, and blueways.
 - vi. The proximity of the site to, observability from, and impact on public rights-of-way, including but not necessarily limited to highways, secondary roads, streets, and scenic byways.
 - vii. The proximity of the site to, observability from, and impact on recreational areas, such as parks, battlefields, trails, lakes, rivers, and creeks.
 - viii. The proximity of the site to airports.
 - ix. The preservation and protection of wildlife and pollinator habitats and corridors.
 - x. The proximity of the site to any urban planning area or community planning area identified in the comprehensive plan.
 - xi. The size of the site.
 - xii. The proposed use of available technology, coatings, and other measures for mitigating adverse impacts of the facility.
- B. The enumeration of these criteria shall not prohibit the planning commission or board of supervisors from considering other factors deemed relevant to a specific conditional use permit application based on the details of the application. Nothing

herein shall limit in any manner the nature and scope of reasonable conditions that may be recommended by the planning commission or imposed by the board of supervisors.

Part D
Effective Date and Application

This entire policy shall become effective on January 1, 2024 and apply projects for which the application for the SUP is made after the date it becomes effective and to project that are currently inactive or suspended.