

# Enclosure 1

## SHIMP ENGINEERING, P.C.

Design Focused Engineering

January 20, 2025

1 Woolfolk Avenue  
Suite 201  
Louisa, VA 23093

### RE: Louisa County Conditional Use Permit Request XX-2025

To whom it may concern,

Please find the submission of Conditional Use Permit Request for TMP(s) 24-45 and 24-46 for review. Included in this submission are:

1. Five (5) copies of Conditional Use Permit Request.
2. Five (5) copies of the project narrative.
3. One (1) copy of filled Land Use Amendment Application.
4. One (1) copy of Setback Modification Request.
5. One (1) copy of filled tiered fee schedule handout.
6. One (1) copy of exhibit of site location on County Tax Map.
7. One (1) copy of D.B. 373 PG 639
8. One (1) copy of D.B. 102 PG 200
9. One (1) copy of D.B. 471 PG 849

If you have any questions, please do not hesitate to contact me at [polina@shimp-engineering.com](mailto:polina@shimp-engineering.com) or by phone at 434-227-5140. You can also contact Kelsey Schlein at [kelsey@shimp-engineering.com](mailto:kelsey@shimp-engineering.com).

Best regards,

Polina Andreeva  
Site Designer  
Shimp Engineering, P.C.

## LAND USE AMENDMENT APPLICATION

For the purpose of assuring good arrangement, appearance, function, harmony with surroundings and adjacent uses, and compliance with the requirements of the Louisa County Zoning Ordinance regulations, the following information is required when applications are submitted for the following: Rezoning, Conditional Use Permits, Temporary Conditional Use Permits, Variances, Proffer Amendment, Comprehensive Plan Amendment, Comprehensive Plan Public Facilities and Special Exceptions. A pre-application meeting must be scheduled with staff for all application types.

Checklist for Land Use Amendment Application

\*\*To be Completed by the Firm or Person(s) Submitting the Application\*\*



### COMPLETED APPLICATION

(If the applicant is different from the owner - signatures are required from the applicant and the record owner.)



COPY OF CONTRACT (if applicable)



COUNTY TAX MAP showing the subject property



CERTIFIED PLAT of the subject property (Only the Zoning Administrator can waive this requirement.)



PRELIMINARY SITE PLAN - which includes the following:

-Location of proposed or existing structure(s) - including the dimensions, distance from all property lines and distance from all other structures.

-Parking areas, driveways and entrances - including the number of parking spaces, location of driveway and length and any pertinent information from the Highway Department regarding site distance, type of entrance, etc.

-Location of proposed and/or existing utilities - including well, septic, telephone, power lines, etc. Also include any pertinent information from the Health Department regarding installation or upgrade of well and septic system.

-All building restriction lines, highway setback lines, utility easements, covenants, reservations and rights-of-ways.

-Owner(s), present use and zoning of all contiguous or abutting property - including that in a subdivision, across any highway, railroad right-of-way, creek or river, even if the property lies in another County or Town.

-Recreation and open spaces.

-Any provisions for buffering.

-Any other applicable plans, renderings, elevations or photographs.

Reviewer: \_\_\_\_\_ Case # \_\_\_\_\_  
Fee Rcv'd: \_\_\_\_\_ Rept # \_\_\_\_\_  
Date & Time Rcv'd: \_\_\_\_\_  
Pre-App Meeting: \_\_\_\_\_

## LAND USE AMENDMENT APPLICATION

Board of Supervisors of Louisa County, Virginia

The following information shall be typed or printed and completed in full. Attach additional pages where necessary.

### 1. IDENTIFICATION OF REQUEST:

A: REZONING: From \_\_\_\_\_ ( ) to \_\_\_\_\_ ( )

B: CONDITIONAL USE: Contractor's Office and Shop, Equipment Sales and Rental \_\_\_\_\_

C: TEMPORARY CONDITIONAL USE: \_\_\_\_\_

D: VARIANCE: \_\_\_\_\_

E: PROFFER AMENDMENT: \_\_\_\_\_

F: COMP PLAN AMENDMENT: \_\_\_\_\_

G: COMP PLAN PUBLIC FACILITIES: \_\_\_\_\_

H: SPECIAL EXCEPTION: \_\_\_\_\_

### 2. APPLICANT, PROPERTY OWNER, AGENT

A. NAME OF APPLICANT: Louisa Properties LR2.5 LLC, Louisa Properties LR1.5LLC  
If a corporation, name of agent: \_\_\_\_\_

B. MAILING ADDRESS: 4641 Sudley Rd, Catharpin, VA, 20143  
jweber@segmentalwall.com Telephone # 703-361-4040

C. NAME OF PRESENT OWNER OF PROPERTY ON WHICH THIS REQUEST WILL OCCUR:  
Same as applicant

D. MAILING ADDRESS: Same as applicant  
Telephone # \_\_\_\_\_

If the applicant is not the owner of the property in question, explain: \_\_\_\_\_

A copy of pending contract or option agreement shall be attached hereto and made a part of this application.

E. NAME OF PERSON TO BE NOTIFIED IN ADDITION TO THE APPLICANT AND/OR PROPERTY OWNER: Kelsey Schlein, Shimp Engineering

F. ADDRESS: 912 E High St, Charlottesville, VA, 22902  
kelsey@shimp-enginnering.com Telephone #:434-227-5140

3. **LOCATION OF PROPERTY** (Assistance will be given in obtaining the following information upon request).

A. VOTING DISTRICT 200-Louisa B. TAX MAP # 24-45, 24-46  
C. SUBDIVISION NAME \_\_\_\_\_ D. LOT/PARCEL# \_\_\_\_\_  
E. PROPERTY LOCATION Property directly west of intersection of Rt 33 and Rt 613.  
17935 Louisa RD, Louisa, VA, 23093

F. IS PARCEL UNDER LAND USE TAXATION PROGRAM? YES NO

4. **EXPLAIN FULLY THE PROPOSED USE, TYPE OF DEVELOPMENT, OPERATION PROGRAM, ETC., AND THE REASON OF THIS REQUEST:**

Please see attachments.

(Attach applicable plans, renderings, elevations, photographs.)

5. **STATE HOW THIS REQUEST WILL NOT BE MATERIALLY DETRIMENTAL TO ADJACENT PROPERTY, THE SURROUNDING NEIGHBORHOOD OR THE COUNTY IN GENERAL. INCLUDE, WHERE APPLICABLE, INFORMATION CONCERNING: USE OF PUBLIC UTILITIES; EFFECT OF REQUEST ON PUBLIC SCHOOLS; EFFECT ON TRAFFIC--INCLUDE MEANS OF ACCESS TO THE NEAREST PUBLIC ROAD; EFFECT ON EXISTING AND FUTURE AREA DEVELOPMENT, ETC.**

Please see attachments.

6. **EXPLAIN ANY EXISTING USE PERMIT, SPECIAL EXCEPTION, (Prior) CONDITIONAL USE PERMIT, TEMPORARY CONDITIONAL USE PERMIT OR VARIANCE PREVIOUSLY GRANTED ON THE PARCEL IN QUESTION:**

N/A

7. INDICATE THE FOLLOWING WITH RESPECT TO THE SUBJECT PARCEL:

- A. EXISTING LAND USE(S): Commercial
- B. EXISTING STRUCTURE(S): Existing structure 6,155 Sq
- C. EXISTING ZONING: C-2
- D. ACREAGE OF REQUEST: 4.08 AC
- E. UTILITIES: Existing private well and septic  
(Intended use, example: public water and/or sewer; individual well and/or septic tank; other source.)
- F. IS THIS PROJECT IN OR NEAR A PINE PLANTATION? Yes
- G. IS THIS PROJECT IN AN AG/FORESTAL DISTRICT? No

8. IF REQUESTING A VARIANCE, EXPLAIN THE UNIQUE PHYSICAL HARDSHIP OR EXTRAORDINARY SITUATION THAT IS THE JUSTIFICATION FOR THE VARIANCE:

N/A

9. GIVE COMPLETE NAMES AND ADDRESSES (INCLUDING ZIP CODES) OF ALL OWNERS ADJACENT, ACROSS THE ROAD OR HIGHWAY FACING THE PROPERTY AND ACROSS ANY RAILROAD RIGHT-OF-WAY, CREEK, OR RIVER FROM SUCH PROPERTY, EVEN IF SUCH PROPERTY LIES IN ANOTHER COUNTY OR TOWN. (THIS INFORMATION MUST BE OBTAINED BY THE APPLICANT).

\* PROPERTY OWNER'S NAME: Trevilian Station Battlefield

MAILING ADDRESS: PO Box 124, Trevilians, VA, 23170

TAX MAP #24-16

SUBDIVISION NAME \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_

ACREAGE 355.8 AC ZONING A-2

\* PROPERTY OWNER'S NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TAX MAP # \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_

ACREAGE \_\_\_\_\_ ZONING \_\_\_\_\_

\* PROPERTY OWNER'S NAME: Hottinger, Mary Alice ET ALS  
MAILING ADDRESS: 101 Amick Rd, Louisa, VA, 23093  
\_\_\_\_\_  
TAX MAP # 24-81

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_  
ACREAGE 9.8 AC ZONING C-2

\* PROPERTY OWNER'S NAME: Bull Run Real Estate LLC  
MAILING ADDRESS: 5975 S Spotswood Trl, Gordonsville, VA, 22942  
\_\_\_\_\_  
TAX MAP # 24-48

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_  
ACREAGE 4.4 AC ZONING IND

\* PROPERTY OWNER'S NAME: Foxwood INC  
MAILING ADDRESS: PO Box 37, Trevilians, VA, 23170  
\_\_\_\_\_  
TAX MAP # 24-49

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_  
ACREAGE 3.25 AC ZONING IND

\* PROPERTY OWNER'S NAME: Foxwood INC  
MAILING ADDRESS: PO Box 37, Trevilians, VA, 23170  
\_\_\_\_\_  
TAX MAP # 24-52

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_  
ACREAGE 8 AC ZONING IND

\* PROPERTY OWNER'S NAME: Fuller Michael & Mary Louisa  
MAILING ADDRESS: 17904 Louisa Rd, Louisa, VA, 23093  
\_\_\_\_\_  
TAX MAP # 24-53

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_  
ACREAGE 3.1 AC ZONING A-2

\* PROPERTY OWNER'S NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TAX MAP # \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_  
ACREAGE \_\_\_\_\_ ZONING \_\_\_\_\_

\* PROPERTY OWNER'S NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TAX MAP # \_\_\_\_\_



MAILING ADDRESS: \_\_\_\_\_ TAX MAP # \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_

ACREAGE \_\_\_\_\_ ZONING \_\_\_\_\_

\* PROPERTY OWNER'S NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ TAX MAP # \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_

ACREAGE \_\_\_\_\_ ZONING \_\_\_\_\_

\* PROPERTY OWNER'S NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ TAX MAP # \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ LOT/PARCEL# \_\_\_\_\_

ACREAGE \_\_\_\_\_ ZONING \_\_\_\_\_

**10. HEREWITH IS DEPOSITED THE FEE REQUIRED. CHECKS OR MONEY ORDERS MADE PAYABLE TO TREASURER, COUNTY OF LOUISA.**

|                                     |                     |
|-------------------------------------|---------------------|
| A. REZONING                         | \$1000 + \$10/Acre* |
| B. CONDITIONAL USE PERMIT           | \$500.00*           |
| C. TEMPORARY CONDITIONAL USE PERMIT | \$250.00*           |
| Temporary Housing*                  |                     |
| Extension or Amendment*             |                     |
| Other*                              |                     |
| D. VARIANCE                         | \$500.00*           |
| E. PROFFER AMENDMENT                | \$500.00*           |
| F. COMP PLAN AMENDMENT              | \$500.00*           |

\*IN ADDITION TO THE STANDARD FEE, AN ADDITIONAL \$50.00 WILL BE CHARGED FOR EACH REQUEST AS A DEPOSIT ON A ZONING SIGN AND WILL BE REFUNDED UPON THE RETURN OF THE SIGN BY THE APPLICANT ONCE THE REQUEST HAS BEEN ACTED UPON.

\*THERE WILL BE A \$20.00 FEE CHARGED PER ADJACENT/ADJOINING PROPERTY OWNER FOR NOTIFICATION AND ADVERTISEMENT. THERE WILL ALSO BE AN ADDITIONAL \$250.00, PLUS A

**\$20.00 FEE CHARGED PER ADJACENT/ADJOINING PROPERTY OWNER FOR RENOTIFICATION AND RE-ADVERTISEMENT EACH TIME AN APPLICATION IS DELAYED OR POSTPONED AT THE REQUEST OF THE APPLICANT OR NECESSARY DUE TO SOME FAILURE TO ACT ON THE PART OF THE APPLICANT.**

- 11. ENCLOSURE WITH THIS APPLICATION IS A SITE PLAN OR TENTATIVE PLAN.**
- 12. ENCLOSURE WITH THIS APPLICATION IS THE APPROPRIATE COUNTY TAX MAP WITH THE PROPERTY MARKED AND A SURVEYED PLAT OF THE ENTIRE PARCEL.**

\*\*\*\*\*

- 13. I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE ALL OF THE ABOVE STATEMENTS AND THE STATEMENTS CONTAINED IN ANY EXHIBITS TRANSMITTED ARE TRUE AND THAT THE ADJACENT PROPERTY OWNERS LIST HEREWITHE ARE THE OWNERS OF RECORD AS OF THE DATE OF APPLICATION.**

## SPECIAL POWER OF ATTORNEY AFFIDAVIT

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUISA

This 16<sup>th</sup> day of January, 2025, I, James Weber, the owner of IMP 24-45, 24-46 (describe land by tax map number) make, constitute, and appoint Keiley Schlein, my true and lawful attorney-in-fact, and in my name, place and stead giving unto said Keiley Schlein full power and authority to do and perform all acts and make all representation necessary, without any limitation whatsoever, to make Application for said Rezoning or Conditional Use Permit Application. This includes the authority to execute and amend proffers or conditions.

The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on January 16, 2025, and shall remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested is received by the Community Development Department of Louisa County stating that the terms of this power have been revoked or modified.

Given under our hands this 16<sup>th</sup> day of January 2025

James Weber  
Owner/Contract Purchaser/Authorized Agent (Circle One)

COMMONWEALTH OF Ja  
CITY/COUNTY OF Prince William, to wit:

The foregoing instrument was acknowledged before me by

James Weber, the Owner of  
said property, this 16 day of January 2025

My commission expires: 6-30-27

Robin Ann Hughes Notary Public

7040390 Registration Number



### OFFICE USE ONLY

File/Case Number : \_\_\_\_\_ Date Accepted: \_\_\_\_\_, 20 101 A

**NOTE: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. ANY REQUEST WHICH  
REQUIRES PLANS MUST BE ACCCOMPANIED BY THOSE PLANS AT THE TIME OF  
SUBMISSION OF THE APPLICATION.**

DATE: 16th January, 2025.

**SIGNATURE OF APPLICANT**

(Same Name as Used in Item 2-A, Page 1)



**SIGNATURE OF OWNER**

(Same Name as Used in Item 2-C, Page 1)



**APPLICANT'S NAME**

(Typed or Printed)

James C. Weber

**OWNER'S NAME**

(Typed or Printed)

**SIGNATURE OF AGENT**

(Name of Person Other Than, but Acting for the  
Applicant, Responsible for this Application)

**AGENT'S NAME**

(Typed or Printed)

**NOTICE TO TEMPORARY CONDITIONAL USE PERMIT APPLICANTS**

In accordance with Section 86-22, of the Louisa County Zoning Ordinance, any Temporary Conditional Use Permit granted shall be considered canceled if the applicant does not avail himself/herself of the privilege within ninety (90) days from the date of issuance of the Temporary Conditional Use Permit.

# SHIMP ENGINEERING, P.C.

Design Focused Engineering

**Project Narrative For:** Louisa County Conditional Use Permit Request XX-2025

**Parcel Description:** TMP 24-45, 24-46

**Initial Submittal:** January 20, 2025

**Pre-App Meeting Date:** October 18, 2024

| TMP   | ACREAGE       | EXISTING ZONING | PROPOSED ZONING                                | COMP PLAN DESIGNATION |
|-------|---------------|-----------------|--|-----------------------|
| 24-45 | 1.58 AC       | C-2             | C-2 with CUP for Contractor's Office and Shop, | Rural Area            |
| 24-46 | 2.50 AC       |                 | CUP for Equipment Sales and Rental             |                       |
|       | 4.08 AC total |                 |  |                       |

**Location:**

17935 Louisa Rd,

Louisa, VA 23093.

Property west of the intersection of Route 33 and Route 613.

**Surrounding Uses:**

Appliance Store, Lumber Store, Residential, Rural

**Project Proposal:**

Louisa Properties LR2.5 LLC and Louisa Properties LR1.5 LLC (together, the "owner") seek to establish a Landscape Contractor's Yard and Office as well as an equipment rental business on TMPs 24-45 and 24-46 (together, the "property"). To establish these uses, the owner requests two conditional use permits on the property, 1) for a Contractor's Office and Shop and 2) for Equipment Sales and Rental. The property is zoned C-2 and is located outside of the Growth Area Overlay District (GOAD). Historically, the property was used for storage and resale of second-hand items and antiques. There is an existing structure on the property that was used to support that use and that structure is proposed to remain to be repurposed to support one of the proposed permitted uses.

The site is proposed to have an additional 4,000 SF structure to be constructed to support the proposed uses. The building is planned to be served by a new commercial entrance off Route 33. The existing entrance at the eastern portion of the property is set to remain. The site will have on-site parking to support the proposed uses and in order to allow for outdoor storage of equipment, the site is designed to have multiple gravel outdoor storage areas.

An administrative waiver for setback reduction is being pursued in conjunction with this rezoning application. According to Section 86-115 of the Louisa County Zoning Ordinance, a minimum of 100' front setback is required for the site. In addition, side and rear setbacks for a C-2 district shall comply with Section 86-437 of the Louisa County Zoning Ordinance, requiring a minimum of 50' side and rear yards adjoining residential or agricultural districts and 10' side and rear yards adjoining commercial or

industrial districts. As a result, a total buildable area for the property comes to 6,665 SF. This square footage area is an awkward shape that cannot support a standard dimensioned building. The owner seeks a 20% variation per Section 86-119 for 100' front setbacks and 50' side and rear yards adjoining residential or agricultural district, as well as 10' side and rear yards adjoining commercial or industrial districts. This would result in a total buildable area of 15,143 Sf.

Note: Concurrent with this request, a waiver for a 20% reduction is submitted pursuant to Sec. 86-119 (a). This waiver applies to front setback, rear setback adjoining agricultural districts, and side setback adjoining commercial districts, required. Setbacks shown on TMP 24-45 are shown with 20% reduction from C-2

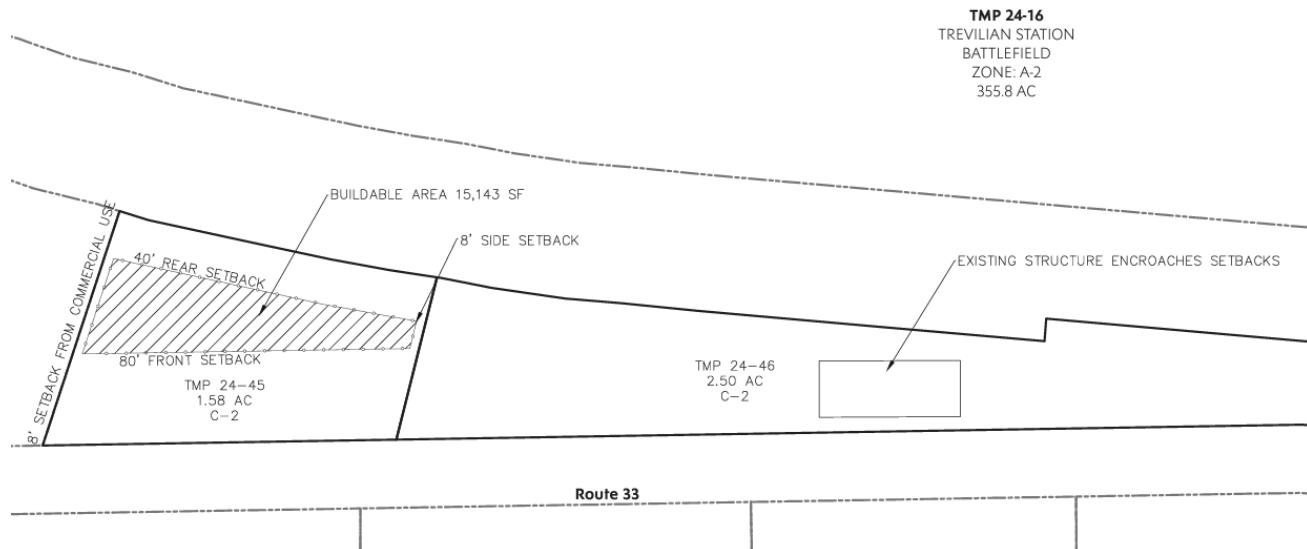


Image 1. Setback Variation Exhibit

### Impacts on Public Facilities & Public Infrastructure:

#### 1. Public Utilities

The site will be served by on-site well and septic and therefore will have no impact on public utilities.

#### 2. Public Schools

The site is designated for commercial use, so this development is not expected to impact the public school system.

#### 3. Traffic

According to the 2022 AADT Report for Louisa County completed by VDOT, this section of Route 33 experiences 5763 trips daily. In respect to that data, proposed development will have a very minor impact on adjacent street traffic, peaking at 98 trips on a weekday. The table below was completed using 11<sup>th</sup> Edition ITE Trip Generation Manual.

| Land Use Designation | Independent Variable | Weekday, AM Peak Hour |     |       | Weekday, PM Hour |     |       | Weekday, Total |     |       |
|----------------------|----------------------|-----------------------|-----|-------|------------------|-----|-------|----------------|-----|-------|
|                      |                      | In                    | Out | Total | In               | Out | Total | In             | Out | Total |
|                      | 10,000 Sf            |                       |     |       |                  |     |       |                |     |       |

|                                     |  |    |   |    |   |    |    |    |    |    |
|-------------------------------------|--|----|---|----|---|----|----|----|----|----|
| 180 - Specialty<br>Trade Contractor |  | 12 | 5 | 17 | 6 | 13 | 19 | 49 | 49 | 98 |
|-------------------------------------|--|----|---|----|---|----|----|----|----|----|

The applicant will coordinate with VDOT to properly site and further improve existing and proposed access points to the site to ensure the safest maneuver possible to and from public roads.

#### **4. Existing and Future Area Development**

The proposed development is expected to have a positive impact on commercial activity in Louisa County. The site is conveniently located on one of the major access roads and is surrounded by similar commercial uses. As a result, the county will benefit from an increase in tax revenue.

#### **Prior Approvals:**

At this time, the applicant has not been made aware of any prior zoning actions on the property.



### *Search By Address*

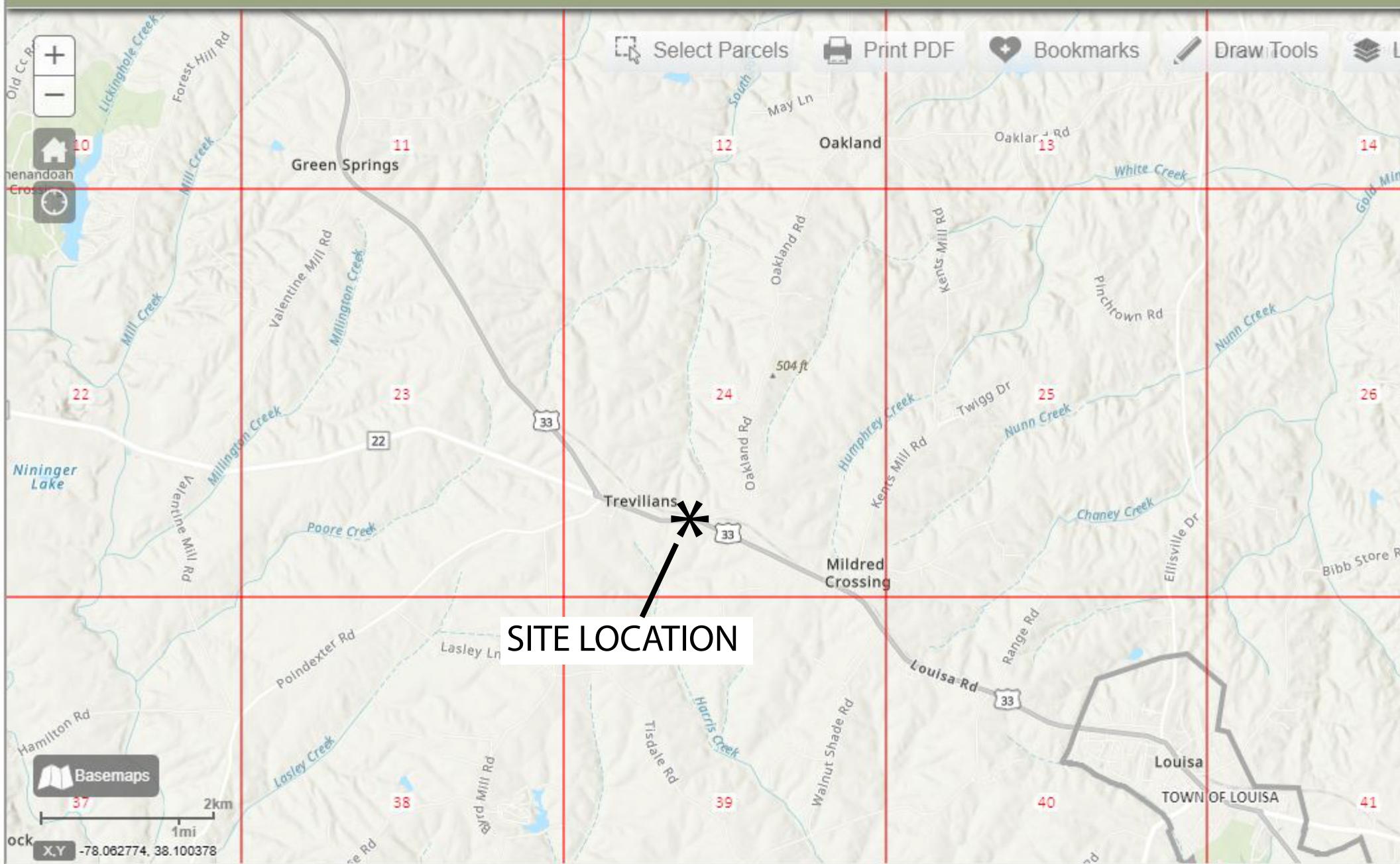
### **Search By Land Owner**

*Search By Parcel ID*

## Default

## Advanced

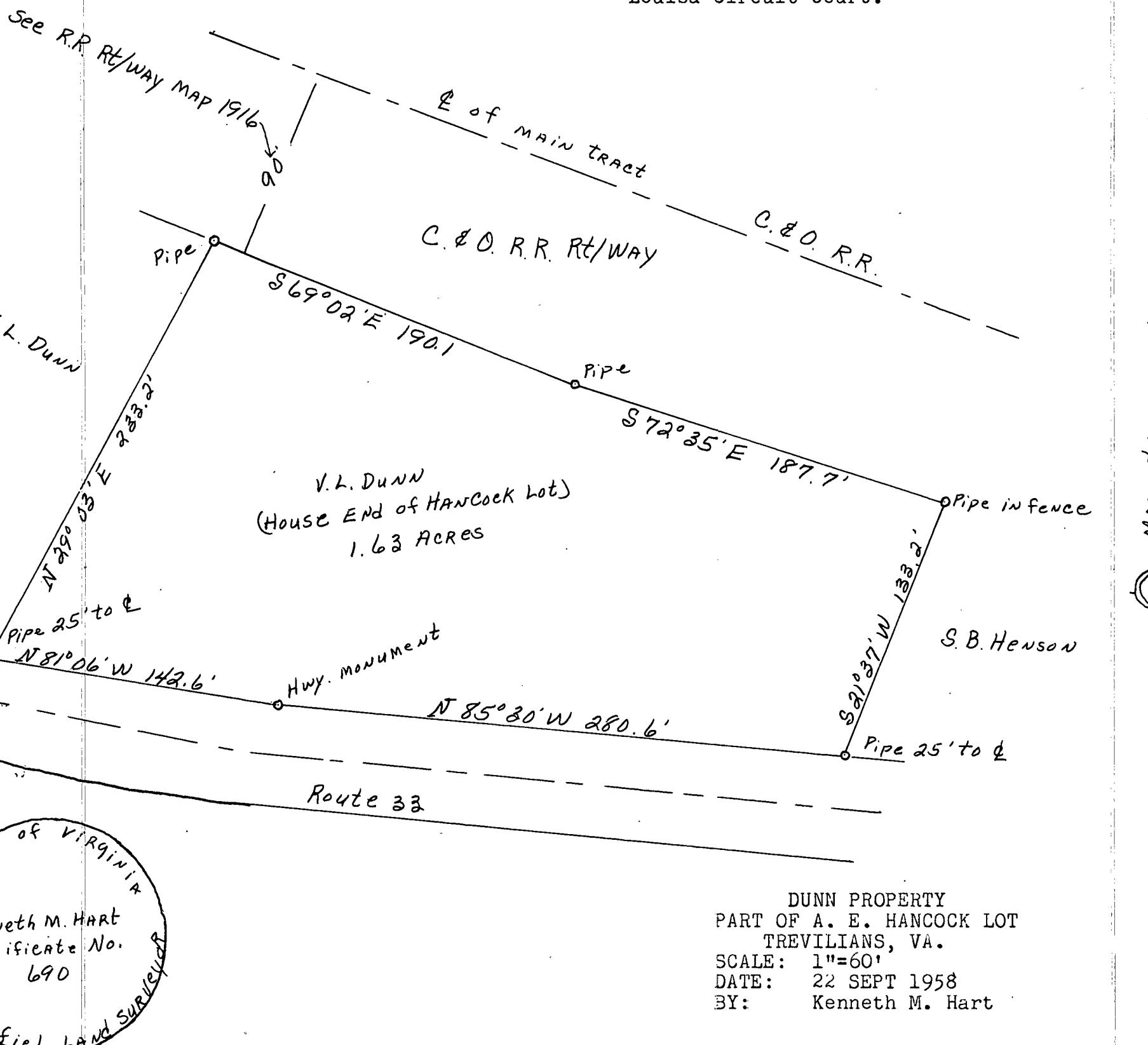
## Search



I, W. Earle Crank, a Commissioner in Chancery of Louisa Circuit Court in and for the County and State aforesaid, do certify that Vernon L. Dunn and Alice M. Dunn, husband and wife, whose names are signed to the foregoing Deed dated September 29th, 1958, have each personally appeared and acknowledged the same before me in my County and State aforesaid.

Given under my hand this 29th day of September, 1958.

W. Earle Crank  
Commissioner in Chancery of  
Louisa Circuit Court.



In the Clerk's Office of the Circuit Court of the County of Louisa: September 29, 1958.

The foregoing Deed & Plat were this day received in said office and admitted to record at 4:27 P. M. together with certificate thereon written and Revenue Stamps for \$7.15 thereon cancelled.

Teste: Loris C. Hadder Deputy Clerk.

Mary K. Crawford

#648

To: Deed of Trust

T. J. Michie et als Trustees

1.63 a. G. S. Dist.

SEP 30 1958  
EX-AM-IV  
Mailed to  
People's Nat'l.  
Bank & Tr. Co.  
Louisa, Va.

THIS DEED, made and entered into this 29th day of September, 1958, by and between Mary K. Crawford, single, party of the first part, and T. J. Michie and W. Earle Crank, Trustees, either or both of whom may act, parties of the second part;

WITNESSETH:

Book 373 Page 639

69

Note holder secured:  
Crestar Bank \_\_\_\_\_ (Bank)

Notices pursuant to Virginia Code §55-58.2 may be mailed  
or delivered to the Bank at  
P. O. Box 8088  
Charlottesville, Virginia 22906-8088

## This Is a Credit Line Deed of Trust

THIS DEED OF TRUST, dated as of the 5th day of January, 19 90,  
by and between DONALD LEIGH ATKINS and FRANCES ANN ATKINS, husband and wife  
hereinafter referred to as the Grantor, and R. A. MOOREFIELD  
and R. F. BROWNFIELD who reside in Albemarle County  
Albemarle County, Virginia, and Albemarle County, Virginia, respectively, herein referred to as the Trustees.  
WHEREAS, Crestar Bank \_\_\_\_\_, herein called the Bank, has advanced, intends to advance contemporaneously  
herewith and/or intends to advance in the future to  the Grantor,  
or  to ATKINS LAND AND LUMBER COMPANY

hereinafter referred to as the Debtor, certain sums of money on such conditions as the Bank may have imposed or  
may from time to time impose, and the Grantor, in order to induce such lending by the Bank, desires to secure to the  
Bank the payment of such indebtedness and interest thereon, such indebtedness and interest being hereinafter  
referred to as the Secured Indebtedness.  
NOW, THEREFORE, for and in consideration of the provisions of this Deed of Trust and for other good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and  
convey unto the Trustees, with general warranty, the following described property:

SEE ATTACHED SCHEDULE A

Together with all the buildings, improvements and fixtures now or hereafter thereon, and all rights, privileges and  
appurtenances in any way belonging thereto, all of such property being referred to in this Deed of Trust as the "Real  
Estate," and also together with all leases now or hereafter applicable thereto, all rents and profits derived therefrom,  
and any unearned hazard insurance premium and condemnation award or payment relating thereto, all of which are  
hereby granted, pledged and assigned to the Trustees. The Real Estate and all such other property are hereinafter  
referred to as the Property.  
IN TRUST, to secure to the Bank the payment of the Secured Indebtedness, however evidenced, now existing or  
hereafter incurred, matured or unmatured, direct or indirect, absolute or contingent, including any extensions and  
renewals thereof, up to but not exceeding in the aggregate at any one time the principal sum of \_\_\_\_\_

SIX HUNDRED FIFTY THOUSAND AND NO/100----- Dollars (\$ 650,000.00 and interest  
thereon, which Secured Indebtedness may, but need not, be evidenced by a note or notes.

BOOK 373 PAGE 640

THIS DEED OF TRUST IS GIVEN TO SECURE: (Check if applicable)

 A LOAN FOR REAL ESTATE CONSTRUCTION, PAYABLE ON DEMAND OR THREE YEARS OR LESS FROM THE DATE OF THE LOAN. A LOAN FOR ACQUISITION OF REAL ESTATE

1. The Grantor covenants (A) that, except as to the lien created by this Deed of Trust or as previously disclosed to the Bank in writing, the Grantor has done no act to encumber the Real Estate and it is free and clear of all liens and encumbrances; (B) that the Grantor will execute such further assurances of title as may be necessary; (C) that the Grantor will promptly comply with all present or future laws and other requirements of all governmental authorities having or claiming jurisdiction with respect to the Real Estate; (D) that the Grantor will pay all taxes, assessments, levies and charges upon the Real Estate when due, and (E) that as long as the Secured Indebtedness is outstanding, the Bank shall be permitted to inspect the Real Estate periodically as the Bank may desire.
2. The Grantor agrees (A) that the Trustees may rely upon the written or oral representations of the Bank that this Deed of Trust is in default, and all action taken pursuant to notice of default and request for foreclosure shall be binding upon the Grantor, the Trustees and those claiming through or under them; (B) that if default be made in the payment of any of the Secured Indebtedness or in the performance of any of the covenants or conditions contained herein, or in the payment or performance of any obligations secured by any other lien on the Real Estate, the Trustees, at the request of the Bank, shall forthwith declare all of the debts and obligations secured by this Deed of Trust to be at once due and payable, may take possession of the Real Estate, make any necessary repairs or replacements thereto and (1) proceed to sell the same at auction either as an entirety or in such parcels as the Trustees may deem best; or (2) proceed to lease the same in the name of and for the account of the Grantor, or in the name of and for the account of its owner; or (3) in the event it shall have been leased by the Grantor may give notice of such default to the lessee of the Real Estate and thereafter receive the rents therefrom from the lessee; (C) that in the event the Trustees either lease the Real Estate under 2 (B) (2) above or give notice and collect rents under 2 (B) (3), the Trustees shall deduct from such rents all costs of collection, repair, and administration and apply the net proceeds to the Secured Indebtedness; (D) that the Trustees are hereby empowered to bring in their names, or in the name of the owner of the Real Estate, any suit or action they may deem advisable for the enforcement of the provisions of this clause to the same extent as if the Trustees were then lessors of the Real Estate, but the Trustees and the Bank shall be in no way personally liable under any of the provisions of such lease or of this clause, and shall not be personally liable to any person by virtue of their possession of the Real Estate or by virtue of their acting under any provisions of this clause, except to the extent of accounting for rents actually received by them hereunder; (E) that the rights and remedies given under this clause are in addition to and not in lieu of those given by law or by other clauses of this Deed of Trust, and whether or not exercised, will not prejudice such other rights and remedies, and (F) that delay or failure to exercise the remedies granted hereunder with respect to any such default shall not constitute waiver of the right to exercise the same with respect to that or any subsequent default.
3. In the event of any sale, conveyance, transfer, or assignment of the Property or any other change in the ownership of the Property, other than by the laws of inheritance or by testamentary devise, without the written consent of the Bank, the entire unpaid balance of the Secured Indebtedness and all other sums secured hereunder shall become due and payable forthwith at the option of the Bank or shall become subject to renegotiation at the option of the Bank. The Bank may, at its option, impose a reasonable fee for permitting the assumption of the Secured Indebtedness should it allow such assumption. No such assumption shall, however, release any obligation to the Bank either hereunder or under the Secured Indebtedness. The following statement is intended to emphasize the provisions of this paragraph: NOTICE — THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.
4. If the lending induced hereby is to the Grantor, the following covenants shall be deemed to be covenants of the Grantor. If the lending induced hereby is to the Debtor, the following covenants shall be deemed to be covenants of the Debtor:
  - A. That he will pay the Secured Indebtedness when due and in accordance with its terms;
  - B. That, if required by the Bank, he will pay monthly in addition to the payments of principal and interest payable under any of the Secured Indebtedness, the pro rata sum as determined by the Bank that will be necessary to pay taxes on the Property and premiums on the insurance required as they become due, and that if the total payments made to the Bank pursuant to this provision are less than the amount required to pay such taxes and insurance premiums as they become due, he will pay on demand to the Bank that amount necessary to make up such deficiency and that if not so paid, such amount may, at the option of the Bank, be added to the Secured Indebtedness, it being understood that if there is an excess in any such payments, such excess will reduce subsequent pro rata payments;
  - C. That the Bank may, at its option, either credit to a separate account the entire sum paid to it for such taxes and insurance and hold such sum in trust without interest until such taxes and insurance are paid by it, or the Bank may, as and when such sum is paid to it, credit such sum to the balance then due on the Secured Indebtedness, and if so credited, the Bank may pay such taxes and insurance when due and charge the amount so paid to the Secured Indebtedness;
  - D. That he will pay on demand all costs and expenses, including attorneys' fee of 25% of the unpaid principal amount of the Secured Indebtedness, incurred in collecting the Secured Indebtedness, or in obtaining possession, preserving or disposing of the Property or in otherwise enforcing this Deed of Trust, including without limitation any suits or actions which the Trustees or the Bank deem necessary or desirable to bring or to which any of them may be made a party, together with interest thereon at the highest rate then being charged on the Secured Indebtedness or any portion thereof; and
  - E. That in the event the Property is advertised for sale as herein provided but not sold pursuant to such advertisement, he will pay the actual expenses incurred by the Trustees in connection therewith, together with a commission not to exceed two percent (2%) of the unpaid principal amount of the Secured Indebtedness.
5. Upon the payment of the Secured Indebtedness and all other sums secured hereunder and the performance of all covenants and conditions hereof, the Grantor covenants to pay the expenses of releasing this Deed of Trust.
6. This Deed of Trust is to be governed by and construed and enforced with reference to Articles 2 and 3, Chapter Four, Title 55 of the Code of Virginia of 1950, as amended, as now in force, with such further understandings in short form as provided therein, including the following provisions:

373 PAGE 641

A. Advertisement Required: Advertisement of the time, place and terms of sale for three days, in consecutive issues of a newspaper having general circulation in the city or county in which the Property or some part thereof is located, after the giving of prior notice as prescribed by law.

B. Exemptions waived.

C. Subject to all upon default.

D. Renewal, extensions or reinstatement permitted.

E. Fire and extended coverage insurance required: \$ FULL INSURABLE VALUE

F. Substitution of Trustee permitted with or without cause.

G. Any Trustee may act.

The Grantor will also keep the improvements on the Real Estate constantly insured by an insurance company satisfactory to the Bank, in such amounts as shall be required by the Bank, against loss by flood, on improved Real Estate located in flood hazard areas, with loss payable to the Bank.

7. Upon the filing of any mechanic's or materialmen's lien against the Property or any part thereof that remains unsatisfied or is not removed for a period of thirty (30) days after the filing thereof, the Bank may, at its option, declare the same to be a default under this Deed of Trust giving rise to all remedies hereunder and under the Secured Indebtedness.

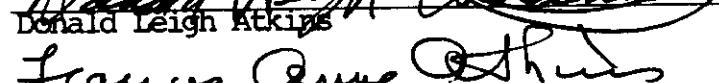
8. This Deed of Trust shall be deemed to be a security agreement with respect to that portion of the Property which shall not be construed to be real property under the laws of the Commonwealth of Virginia, granting the Bank a security interest therein in accordance with the Uniform Commercial Code as adopted in the Commonwealth of Virginia (the Code). As to all such personalty, the Bank shall have, without limitation, all of the rights and remedies of a secured party under the Code. The recordation of this Deed of Trust shall also constitute a fixture filing under the provisions of the Code with respect to that portion of the Property which shall be deemed to be fixtures under the laws of the Commonwealth of Virginia. The Grantor shall, at the request of the Bank, execute and deliver to the Bank all instruments and agreements which the Bank shall require in order to further perfect such security interest.

9. The Bank may, but shall not be obligated to, make payments for the account of the Grantor or Debtor, as the case may be, where such payments are required or permitted by the terms hereof and are not paid when due, or pay, cure defaults under or discharge any lien superior to the lien hereof. All sums so advanced by the Bank shall bear interest at the highest rate then being charged on the Secured Indebtedness, or any portion thereof, and such sums, together with accrued interest thereon, shall be due and payable on demand and shall be secured by the lien hereof.

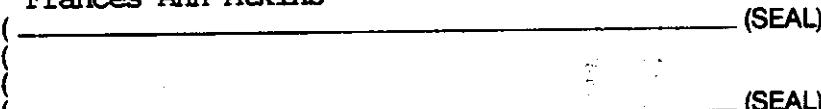
10. The covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the Grantor, the Debtor and the Bank. If the Grantor or the Debtor consists of more than one party, each such party shall be jointly and severally liable under those obligations and covenants contained herein applicable to the Grantor or the Debtor as the case may be. Whenever used, the singular number or noun shall include the plural, and the plural the singular, and the use of any gender shall include all other genders when the context so requires.

WITNESS the following signatures and seals.

For use if Grantors are individuals

  
 Donald Leigh Atkins (SEAL)  
  
 Frances Ann Atkins (SEAL)

For use if Debtors are individuals

  
 (SEAL)

(Name of Corporation or Partnership)

For use by Grantor Entity By \_\_\_\_\_ (SEAL)

Title \_\_\_\_\_ (President, General Partner, etc.)

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For use by Debtor Entity ATKINS LAND AND LUMBER COMPANY, a Virginia General Partnership  
 (Name of Corporation or Partnership)  
 By Donald Leigh Atkins Benjamin L. Atkins  
 Title General Partners  
 (President, General Partner, etc.)

State of Virginia

[State At Large] City/County of Louisa Albemarle ] To Wit:

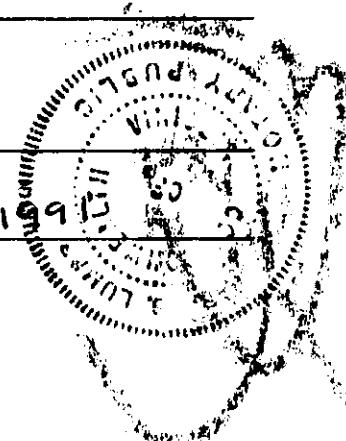
The foregoing instrument was acknowledged before me in the [City] [County] of Louisa Albemarle

Virginia, this 5<sup>th</sup> day of January, 1990, by  
Donald Leigh Atkins and Frances Ann Atkins, / husband and wife

on behalf of such \_\_\_\_\_).\*

Yvonne B. Dugay  
 Notary Public

My commission expires April 30, 1991



State of Virginia

[State At Large] City/County of Louisa Albemarle ] To wit:

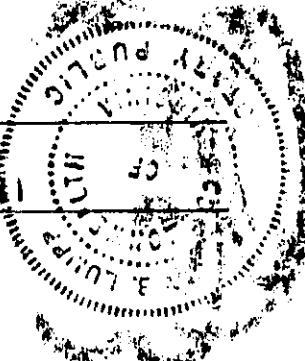
The foregoing instrument was acknowledged before me in the [City] [County] of Louisa Albemarle

Virginia, this 5<sup>th</sup> day of January, 1990, by  
Donald Leigh Atkins and Benjamin L. Atkins, General Partners of Atkins Land and Lumber Company  
a Virginia General Partnership

on behalf of such General Partnership).\*

Yvonne B. Dugay  
 Notary Public

My commission expires April 30, 1991



\*Delete the section in parentheses in the case of individuals, but complete it in the case of a corporation or partnership.

(If a corporation, the corporate name should be signed by a duly authorized officer and the Bank files should contain a certified copy of the corporate resolution. If a partnership, the Bank files should contain certified copies of the recorded partnership certificate and the partnership resolution.)

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SCHEDULE A

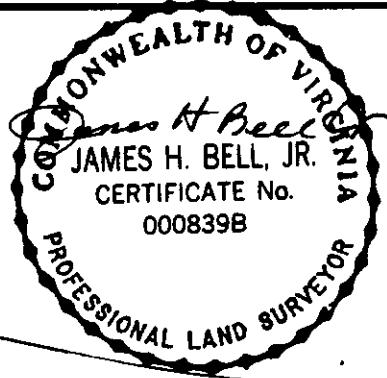
(Attached to as a part of a Credit Line Deed of Trust dated January 5, 1990 from Donald Leigh Atkins and Frances Ann Atkins, husband and wife, to R. A. Moorefield and R. F. Brownfield, Trustees, given to secure Crestar Bank in the aggregate principal sum of \$650,000.00.)

PROPERTY DESCRIPTION

ALL those seven tracts or parcels of land lying and being situate in Louisa Magisterial District, Louisa County, Virginia, six tracts of which are shown on a "Composite Map of Six Parcels - 23.2± Acres for Donald L. Atkins" by James H. Bell, Jr., P.C., P.L.S., dated June 23, 1987, as revised June 26, 1987, a copy of which Composite Map is attached hereto to be recorded along with and as a part of this deed, and which six tracts are described on said Composite Map as follows: (1) Tax Map Section 24, Parcel 24, containing 2.5 acres, more or less; (2) Tax Map Section 24, Parcel 25, containing 5 acres, more or less; (3) Tax Map Section 24, Parcel 26, containing 2.998 acres, more or less; (4) Tax Map Section 24, Parcel 27, containing 7.994 acres, more or less; (5) Tax Map Section 24, Parcel 44A, containing 2.13 acres, more or less and (6) Tax Map Section 24, Parcel 44B, containing 2.62 acres; and the seventh tract being a portion of Tax Map Section 24, Parcel 28G, containing 19.664 acres, more or less, as shown on a certain plat of survey by James H. Bell, Jr., P.C., P.L.S., dated February 1, 1988, a copy of which plat is attached hereto to be recorded along with and as a part of this deed.

BEING A PORTION of the real property devised to the Frances Ann Atkins and Donald Leigh Atkins, her husband, under the Last Will and Testament of Samuel B. Henson dated December 3, 1965, of record in the Clerk's Office of the Circuit Court of Louisa County, Virginia in Will Book 31 at page 243; and being the same real property conveyed to S. B. Henson by several deeds, to-wit: 2.5 acre tract by deed dated March 18, 1953 from Mattie May Dame, of record in the aforesaid Clerk's Office in Deed Book 86 at page 453; 5 acre tract by deed dated October 2, 1936 from Cecil Elam, Jr., unmarried, of record in the aforesaid Clerk's Office in Deed Book 53 at page 631; 2.998 acre tract by deed dated January 27, 1947 from Ida D. Crawford, widow, of record in the aforesaid Clerk's Office in Deed Book 70 at page 431; 7.994 acre tract being a portion of 224 acres conveyed by deed dated August 19, 1957 from John G. May, Jr., et ux, of record in the aforesaid Clerk's Office in Deed Book 99 at page 111; 2.13 acre tract by deed dated August 20, 1952 from Ida D. Crawford, widow, of record in the aforesaid Clerk's Office in Deed Book 85 at page 245; 2.62 acre tract being a portion of 3.52 acres conveyed by deed dated March 31, 1959 from Ida D. Crawford, widow, of record in Deed Book 103 at page 462; and 19.664 acres being a portion of 224 acres conveyed by deed dated August 19, 1957, from John G. May, Jr. and Anna G. May, his wife, of record in the aforesaid Clerk's Office in Deed Book 99 at page 111 and a portion of 75 acres conveyed by deed dated April 25, 1952, from Mrs. Maggie Elam, widow, et al, of record in the aforesaid Clerk's Office in Deed Book 84 at page 357.

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**MARY W.  
CRAWFORD**

2.5 ACRES  
Tax Map Sec. 24, Parcel 24

U.S. ROUTE 33  
STATE ROUTE 22

Rod S84°23'58"E  
228.07' Rod (510' ±)

DONALD L.  
ATKINS  
2.843 ACRES

Rod S84°40'52"E  
157.01' Rod

RTE. 22 & 33  
STATE RTE. 613

5 ACRES  
Plat: DB 52-612  
Tax Map Sec. 24, Parcel 25

23.2 ACRES  
WB 31 - 243

7.994 ACRES  
Plat: DB 248-594  
Tax Map Sec. 24, Parcel 27

2.998 ACRES  
Plat: DB 70-432  
Tax Map Sec. 24, Parcel 26

2.13 ACRES  
Plat: DB 85-246  
Tax Map Sec. 24, Parcel 44A

2.62 ACRES  
Tax Map Section  
24, Parcel 44B

STEWART  
E.  
HOTTINGER

ALD  
TKINS  
UX

Rod N80°45'47"W  
423.59' Rod

Rod N50°19'22"E  
225.40' Rod

Pipe by dead pine

Pipe by large  
gum on NW side  
branch

510' ±

(300.04')  
(300.04')  
0.90  
ACRE  
(145.07')

(294.45')

46.49 ACRES

**Composite Map of Six Parcels - 23.2\* Acres**

for DONALD L. ATKINS

**Green Spring District, Louisa Co., Va.**

Scale: 1" = 200'

23 June 1987

**JAMES H. BELL, JR., P.C.**  
**PROFESSIONAL LAND SURVEYOR**  
**Mineral, Va. 23117**

JOB NO. 322A87b (Rev. 26 June 87)

pw h

Meridian Per James H. Bell Jr., P. C. Survey 3 May 1983

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Pipe ind.  
on line 2.23' NE  
of cor. on R/WKENNETH CHISHOLM  
DB 288 - 52

U. S. ROUTE 33 &amp; STATE ROUTE 22

STATE ROUTE 613

DONALD L.  
ATKINS et ux  
WB 31 - 243  
PB 7 - 277DUNN  
et ux  
DB 101-65  
AcresDONALD LEIGH ATKINS  
WB 31 - 243  
Plat: DB 85 -  
225.40HOTTINGER  
S 6°12'32" W  
225.40  
Rod ind. E. 246  
Rod ind. S 79°52'37" E  
423.59  
Rod ind. S 7°20'41" W 614.50  
7.994 AcresPlat: DB 52 -  
612

R/W

R/E. 22 &amp; 33

Pipe ind. cor.

R/W

R/E.

R/W

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JAMES E. GIBSON  
ROZINE M. GIBSON  
D.B. 119 PG. 204

FUTURE TRANSFER STATION

R=795.23'  
 $\Delta$ =15'58'00"  
 L=221.61'  
 T=111.53'

1/2 MILE  
 TO INTERSECTION  
 RT. 22 & RT. 33

PIPE/FD

30.48'

0.0488 ACRES

-S 29'19'00" W 233.09'

GRD

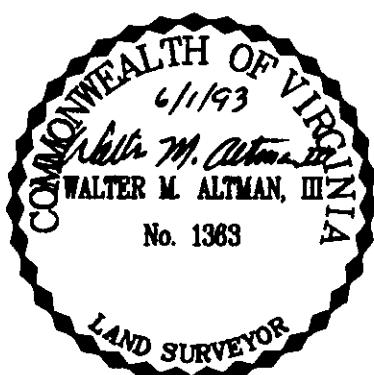
STATE

MARY K. CRAWFORD  
D.B. 102 PG. 19950' R/W  
U.S. ROUTE 33

148.55'

POWER  
POLE

140.99'

R/W MONUMENT  
FOUND

EXHIBIT

A

**SLOPE AND SIGHT DISTANCE EASEMENT  
TO BE DEDICATED TO COUNTY OF LOUISA  
LOUISA DISTRICT • LOUISA COUNTY, VIRGINIA**

|  |                    |
|--|--------------------|
| <b>J.K. TIMMONS &amp; ASSOCIATES, P.C.</b> |                    |
| <b>ENGINEERS * ARCHITECTS * SURVEYORS</b>  |                    |
| 711 N. COURTHOUSE RD.                      | RICHMOND, VA       |
| 8803 STAPLES MILL RD.                      | HENRICO CO., VA    |
| 4411 CROSSINGS BLVD.                       | PRINCE GEORGE, VA. |
| DATE: JUNE 01, 1993                        | SCALE: 1" - 20'    |
| DRAWN BY: J. ROBINSON                      |                    |
| CHECKED BY: W.M.A.                         | CALC. CHK.:        |
| JOB NO.: 15426                             |                    |

VIRGINIA: In the Clerk's Office of the Circuit Court of Louisa County August 2 1994. This deed was this day received in said office, and, upon the certificate of acknowledgement thereto annexed, admitted to record at 2:35 o'clock P. M. Teste: Jim W. Taylor Deputy Clerk



# COUNTY OF LOUISA

## COMMUNITY DEVELOPMENT

1 WOOLFOLK AVENUE, STE 201 • LOUISA, VIRGINIA • 23093 • [www.louisacounty.gov](http://www.louisacounty.gov) • (540) 967-3430

### Conditional Use & Rezoning Fee Worksheet

|                         |  |
|-------------------------|--|
| <b>Property Address</b> |  |
| <b>Tax Map ID</b>       |  |

The effects of proposed conditional use permit or rezoning applications—whether related to land size, building space, use type, or operational factors—can increase the time and effort required by staff to review and evaluate the project. Larger properties, more complex building designs, higher customer volumes, and greater numbers of employees all require additional staff time to review and process the project application. To account for the totality of the application review, a tiered fee structure has been created, which adjusts the base fee using specific characteristics of the proposed application according to the following factors.

Use this worksheet to calculate applicable project fees.

| <b>Conditional Use &amp; Rezoning Fees</b> |                                 |                                  |
|--|---------------------------------|----------------------------------|
| <b>Description</b>                         | <b>Fee</b>                      | <b>Applicable Fee to Project</b> |
| <b>Base Fee</b>                            | <b>Applies to all projects.</b> | <b>\$750</b>                     |
| <b>Total Site Acres</b>                    |                                 |                                  |
| 0 – 2.5 total acres                        | No additional fee               |                                  |
| 2.6 - 10 total acres                       | +\$50                           |                                  |
| 10.1 - 25 total acres                      | +\$100                          |                                  |
| 25+ total acres                            | +\$250                          |                                  |
| <b>Disturbed Acres</b>                     |                                 |                                  |
| <1 acre                                    | No additional fee               |                                  |
| 1.1 – 2.5 acres                            | +\$50                           |                                  |
| 2.6 - 10 acres                             | +\$100                          |                                  |
| 10+ acres                                  | +\$250                          |                                  |



## COMMUNITY DEVELOPMENT

| <b>Total Building Square Footage</b>               |                   |  |
|--|-------------------|--|
| 0 - 5,000 sq. ft.                                  | No additional fee |  |
| 5,001 - 10,000 sq. ft                              | +\$50             |  |
| 10,001 - 20,000 sq. ft.                            | +\$100            |  |
| 20,001+ sq. ft.                                    | +\$250            |  |
| <b>Finished Square Footage</b>                     |                   |  |
| 0 - 2,500 sq. ft.                                  | No additional fee |  |
| 2,501 - 5,000 sq. ft.                              | +\$50             |  |
| 5,001 - 10,000 sq. ft.                             | +\$100            |  |
| 10,001+ sq. ft.                                    | +\$250            |  |
| <b>Residential</b>                                 |                   |  |
| Personal Use Only                                  | -\$1,000          |  |
| Residential Development                            | +\$1,000          |  |
| <b>Commercial, Business Size</b>                   |                   |  |
| Fewer than 50 customers/<br>clients onsite per day | No additional fee |  |
| 50-200 customers/<br>clients onsite per day        | +\$100            |  |
| More than 200 customers/<br>clients onsite per day | +\$250            |  |
| <b>Commercial, Number of Employees</b>             |                   |  |
| 0 - 10 employees                                   | No additional fee |  |
| 11 - 50 employees                                  | +\$50             |  |
| 51 - 100 employees                                 | +\$100            |  |
| 101+ employees                                     | +\$250            |  |
| <b>Total Fees</b>                                  |                   |  |