Goochland County
Board of Zoning Appeals Meeting
Monday, March 21, 2016
Administration Building
1800 Sandy Hook Road, Goochland VA 23063
Board Meeting Room

The Goochland County Board of Zoning Appeals held a meeting on Monday, March 251, 2016, 3:00 p.m. in the Board Meeting Room. Members present were: Hamad, Phillips, Springman, Coe, and Parker. Others present were: Maynard Sipe – BZA Counsel, Darvin Satterwhite – Applicant's Attorney, Whitney Marshall – Assistant County Attorney, Anita Barnes – Zoning Administrator, and Sara Worley – BZA Secretary.

Chairman Hamad called the meeting to order and Ms. Worley declared a quorum.

BZA-2016-00001 – Variance Hearing – Gibson Wright

The Secretary stated that the Board will now hear an application filed by Gibson Wright on behalf of Flemings Quarter, LLC requesting a variance to allow a single-family residence to be built on 1.322 acres on Hermitage Road (Route 676) instead of the required three acres as required by Article 3 Section 5 Goochland County Zoning Ordinance. The subject property is identified as Assessor's Parcel No. 58-1-0-33-0 (GPIN 7715-23-9061) located at the intersection of Hermitage Road (Route 676) and Manakin Road (Route 621) in the Dover Magisterial District. The subject property is zoned A-2 (Agricultural, Limited) and the 2035 Comprehensive Plan designates this area as Single Family Residential, Low Density.

Carol Coe stated that she will recuse herself from hearing and voting on the case because she owns property with a similar situation. Ms. Coe then stepped down from her chair and sat in the audience.

The Chair then called upon Anita Barnes, Zoning Administrator, to give a brief description of the application. Ms. Barnes gave a presentation outlining the location of the property, the proposed site plan, the history of how the parcel was divided by the relocation of Hermitage Road, and stated that the County is in support of the application.

Dr. Phillips questioned if the parcel in question has the same parcel number as the parcel across the street? Ms. Barnes responded that it does have the same parcel and will not be assigned a new number until it is divided.

Chair Hamad requested the applicant come forward. Darvin Satterwhite of 3013 River Road West stated that he is representing the applicant and that he will be handing out several exhibits to describe the history of the property.

He then submitted to the Board Exhibit 1 (attached and made a part of these minutes) and stated that the exhibit shows the original ten acres platted in 1867 before the road divided the property.

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He then submitted to the Board Exhibit 2 (attached and made a part of these minutes) and stated that the exhibit shows the deed where the property was sold to the heirs of George Woodson who are the current owners. He pointed out towards the bottom of the deed it references the 1867 plat that was submitted as Exhibit 1.

He then submitted to the Board Exhibit 3 (attached and made a part of these minutes) and stated that the exhibit shows the title report which demonstrates the Certificate of Take dated 9/19/1974 where VDOT exercised their right to take a portion of the property to align Hermitage Road.

He then submitted to the Board Exhibit 4 (attached and made a part of these minutes) and stated that the exhibit shows the Certificate of Take was properly recorded as required.

He then submitted to the Board Exhibit 5 (attached and made a part of these minutes) and stated that the exhibit shows the plat in the State Highway Plat book.

He then submitted to the Board Exhibit 6 (attached and made a part of these minutes) and stated that the exhibit shows the order confirming the Take which is proof that the Take actually did transpire.

He then submitted to the Board Exhibit 7 (attached and made a part of these minutes) and stated that the exhibit shows a survey plat done in 2016. He stated that is not unusual for new surveys to differ in acreage from old surveys.

He then submitted to the Board Exhibit 8 (attached and made a part of these minutes) and stated that the exhibit shows proof that the parcel can be functional with a variance and that if the variance is not granted, it would be a useless piece of property.

He then submitted to the Board Exhibit 9 (attached and made a part of these minutes) and stated that the exhibit shows house elevations and an aerial photograph which demonstrates that the proposed house will fit well within the neighborhood and anticipate at least a $600K price point for home. Dr. Phillips stated that the exhibit shows different options and questioned whether the house would still meet setbacks if any of these options were chosen? Mr. Satterwhite replied that it would.

He then submitted to the Board Exhibit 10 (attached and made a part of these minutes) and stated that the exhibit shows the agreement and purchase of sale of the property.

He then submitted to the Board Exhibit 11 (attached and made a part of these minutes) and stated that the exhibit shows the assignment of the contract to Flemings Quarter, LLC. Chair Hamad questioned the difference in acreage. Mr. Satterwhite stated that the contract includes the parcel adjacent to the one before the Board. Dr. Phillips stated that Exhibit 7 references parcel number 4; Is that included? Mr. Satterwhite stated that is not included in the contract. Chair Hamad questioned if the properties were all owned by one entity? Mr. Satterwhite replied that it is owned by the heirs of George Woodson and that he is appointed as Special Commissioner to quiet title and sell the property.

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He then submitted to the Board Exhibit 12 (attached and made a part of these minutes) and stated that the exhibit is an affidavit from Gibson Wright, Principal of Flemings Quarter, LLC, which shows his involvement in the property and a statement that without the variance, the property is useless.

Chair Hamad questioned if the rest of the property will become a development? Mr. Satterwhite responded that it would most likely be developed as R-1 zoning. He went on to say that the property in question could still not meet the 1.5 minimum acreage requirement for R-1. He went on to say that the soils were tested and it does perk for a drain field.

Mr. Parker questioned if the information had been presented to the Planning Commission? Mr. Satterwhite stated that he was not present, but he believes that the Planning Commission makes a recommendation to the Board. Whitney Marshall, Assistant County Attorney, stated that State Code requires any variance application be presented before the Planning Commission for review. She went on to say that the Commission can do one of three things: 1) make a recommendation 2) elect to be a party 3) do nothing. She then reviewed what she told the Commission in her presentation and that the Commission made a recommendation for approval which is not binding on the Board.

Chair Hamad questioned if Ms. Marshall thought that the variance would be detrimental to adjoining property owners. Ms. Marshall responded that she is not qualified to give that opinion but that by granting the variance it would not set a precedent on any other parcel.

Chair Hamad questioned if adjacent property letters were mailed? The Board secretary responded that adjacent property letters were mailed.

Mr. Parker questioned if staff made a recommendation to the Commission? Ms. Marshall responded that she provided the facts and indicated that Planning & Zoning staff did not have any issues with the variance.

Mr. Sipe, BZA Counsel, requested Ms. Marshall confirm that there is no special exception or special use permit or zoning modification that would resolve this issue? Ms. Marshall replied that the County does not allow zoning modifications.

Mr. Satterwhite stated that the applicant understands that he still has to go to the Planning Commission and the Board of Supervisors before the property could be rezoned. He went on to say that the property in question would remain agriculturally zoned.

Chair Hamad opened the meeting to public comment for those wishing to speak for or against the variance application. Martin Brady of 1001 Hermitage Road stated that he originally came to the meeting because he was concerned about rezoning the property but now understands that the meeting was intended for a variance. He expressed concern regarding the site distance for the driveway entrance on Hermitage Road due to the topography of the lot and the road.

Draft

Ms. Barnes stated that the applicant would have to get a residential driveway permit from VDOT who will review the site distance and advise.

Lisa Perkins of 1005 Hermitage Road stated that she would like to make sure that the variance is one time only for the 1.3-acre portion of the parcel and that the smaller lot size would not extend to the portion of the parcel across the street. Chair Hamad replied that the variance is only for the 1.3 acres.

Debora Douglas of 908 Hermitage Road stated that there is a utility easement that crosses her property and concerned that additional homes would require larger utility lines and more poles in the easement. Chair Hamad stated that the variance would only apply to one house and that if the other portion of the property is rezoned, there will be another public forum for those concerns. Ms. Douglas went on to express concern about increased traffic and the location of the driveway for the new house. Chair Hamad recommended calling VDOT with any driveway location concerns.

Seeing no one else who wished to speak, Chair Hamad closed the meeting to public comment.

Darvin Satterwhite stated that the application meets all the points required to grant a variance. He concluded by stating that the road realignment made that portion of the lot unbuildable and that the situation cannot be remedied through any other means in the ordinance.

There were no further questions of the County.

Dr. Phillips stated that there are strict rules in granting a variance and there must be special circumstances to grant the variance and it must only apply to one property.

Mr. Sipe reviewed the six standards that the variance must meet to be approved as follows:

1) That the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance; and

2) That the property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance; and

3) That the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area; and

4) That the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance; and

5) That the granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and

6) That the relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance or the process for modification of a zoning ordinance at the time of the filing of the variance application.

Chair Hamad questioned if the Board could require that the house be at least 2700 square feet? Ms. Sipe replied that would not be within the Board's purview.

Dr. Phillips stated that the she does not believe that the variance would cause substantial detriment to the neighborhood.

All members of the Board expressed agreement that the variance met all six required standards to grant the variance.

Mr. Parker motioned to approve the resolution granting the variance to allow a single-family residence to be built on 1.322 acres on Hermitage Road (Route 676) instead of the required three acres as required by the Zoning Ordinance for Assessor's Parcel No. 58-1-0-33-0 (GPIN 7715-23-9061). Mr. Springman seconded the motion and the motion to approve a resolution granting a variance was unanimously approved (4-0) by those in attendance as follows:

AT A MEETING OF THE BOARD OF ZONING APPEALS OF THE COUNTY OF GOOCHLAND, VIRGINIA, HELD ON MARCH 21, 2016, IN THE GOOCHLAND COUNTY ADMINISTRATION BUILDING, 1800 SANDY HOOK RD., SUITE 250, GOOCHLAND, VIRGINIA, THE FOLLOWING ACTION WAS TAKEN:

Resolution Approving a Variance for Property Located at the Intersection of Hermitage Road (Route 676) and Manakin Road (Route 621) on Assessor's Parcel Number 58-1-0-33-0 (GPIN 7715-23-9061)

Whereas, Gibson Wright on behalf of Flemings Quarter, LLC did file an application with the Board of Zoning Appeals for a variance from Article 3 Section 5 of the Goochland County Zoning Ordinance; and

Whereas, said application requests permission to allow a allow a single-family residence to be built on 1.322 acres on Hermitage Road (Route 676) instead of the required three acres as required by the Zoning Ordinance for Assessor's Parcel No. 58-1-0-33-0 (GPIN 7715-23-9061) located at Intersection of Hermitage Road (Route 676) and Manakin Road (Route 621) Dover Magisterial District and Election District Five (5); and

Whereas, the hearing was conducted after proper notice and advertising and in accordance with Sections 15.2-2309, 15.2-2310, and 15.2-2204 of the Code of Virginia (1950, as amended); and

Whereas, the Board of Zoning Appeals has given due consideration to the interest of the general public and to the interest of the neighborhood and the criteria delineated in Article 26 Section 6 of the County Zoning Ordinance; and

Now Therefore, Be It Resolved pursuant to Article 26 Section 6 of the Goochland Zoning Ordinance and § 15.2-2309 of the Code of Virginia (1950, as amended), the Goochland County Board of Zoning Appeals makes the following findings related to granting of this variance:

1) That the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance; and

2) That the property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance; and

3) That the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area; and

4) That the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance; and

5) That the granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and

6) That the relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance or the process for modification of a zoning ordinance at the time of the filing of the variance application.

Now Therefore, Be It Further Resolved by the Goochland County Board of Zoning Appeals this 21st day of March 2016 that the variance applied for by Gibson Wright on behalf of Flemings Quarter, LLC to allow a single-family residence to be built on 1.322 acres on Hermitage Road (Route 676) instead of the required three acres as required by Article 3 Section 5 of the Goochland County Zoning Ordinance for Assessor's Parcel No. 58-1-0-33-0 (GPIN 7715-23-9061) is hereby granted.

Draft

Done this 21st day of March 2016

GOOCHLAND COUNTY BOARD OF ZONING APPEALS

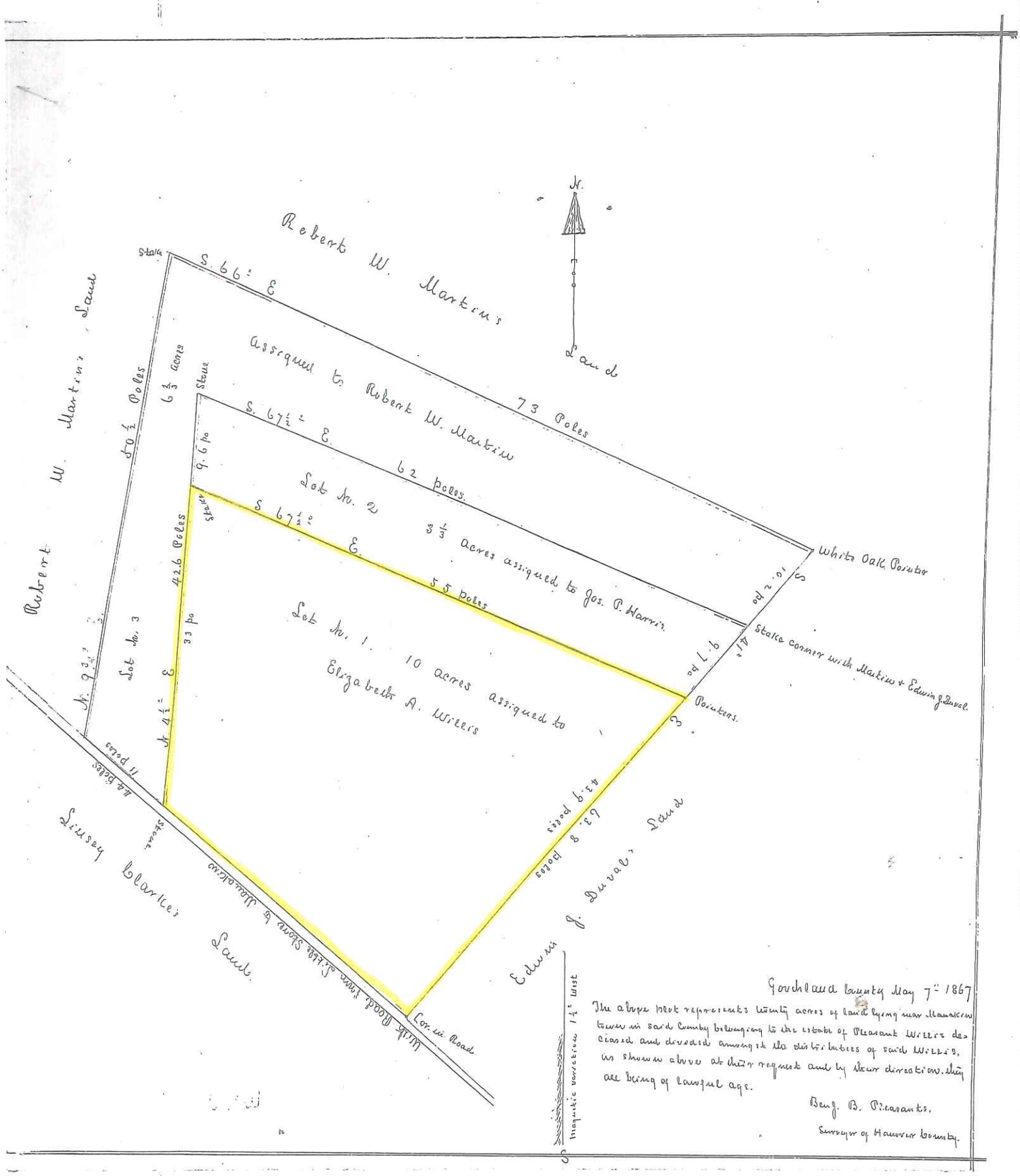
Ayes: Hamad, Parker, Phillips, Springman
Nays:
Abstain:
Absent: Coe

Adjournment
Being no further business before the Board, the meeting was adjourned at 4:00 p.m.

Draft

Deed Book 47
PAGE 181

Exhibit 1



Goochland County May 7th 1867

The above plat represents twenty acres of land lying near Manakin Town in said County belonging to the estate of Pleasant Willis deceased and divided amongst the distributees of said Willis, as shown above at their request and by their direction. They are being of lawful age.

Benj. B. Pleasants,
Surveyor of Hanover County.

Goochland County May 6th 1867. We the undersigned distributees of Pleasant Willis, deceased, have this day divided the real estate of the said Willis as follows: Lot No. 1 containing ten acres assigned to Elizabeth A. Willis, Lot No. 2 containing three and a third acres assigned to Joseph P. Harris in right of his wife Anna Harris, who was Anna Willis and Lot No. 3 containing Six and two third acres to Robert W. Martin as guardian of Fred. Willis and Henry Sherman, as shown by the annexed plat of the survey of the said land made by Benj. B. Pleasants. We also wish this writing admitted to record with the said plat to be entered as a judge of the Court.

Given under our hands and seals this 6th day of May 1867.

Signed and acknowledged in the presence of Benj. B. Pleasants.

Elizabeth A. Willis. (Seal)
Joseph P. Harris. (Seal)
R. W. Martin. (Seal)

In Goochland County Court Clerk's office May 18th 1891:
This agreement with the plat annexed was this day received in the said office and admitted to record.

DEED BOOK 103

Exhibit 2

Mined P. A. L. Smith Jr.
120 W. Grace St.
Richmond Va. 11/30/65.

P. A. L. SMITH, Jr.
Special Commissioner
to
Heirs of George Woodson,
et als

Deed #815

Fee $5.00

WHEREAS, in a certain suit in chancery filed in the Circuit Court of the County of Goochland, Virginia, on November 2, 1963, by the decedents and heirs of George Woodson and Mary Woodson, his wife, both deceased, for the securing of a legal title to a tract of ten acres with improvements thereon, situated near Manakin, Goochland County, Virginia, the said property having been contracted to be purchased from Elizabeth A. Willis and Pleasant Willis, her husband, they having been paid for the land but left the County of Goochland some seventy years ago without executing any deed to the said George Woodson or his wife, and

WHEREAS, pursuant to Order of Publication duly published in the Goochland Gazette, a newspaper published in the County of Goochland, and the editor thereof having filed a certificate thereto, and

WHEREAS, BY THE depositions duly taken and filed in said cause, the plaintiffs named in the said suit established the said contract for the sale of the said land against the defendants named therein, and whereas by decree entered by the Circuit Court of the County of Goochland on November 13, 1965, it was adjudged, Ordered and Decreed that the plaintiffs therein named are the owners in fee simple of the said real estate and that they are entitled to the possession of the same and to hold it free from any adverse claims and that the title to the said land shall be forever vested in the said plaintiffs and their heirs, but the interests of the plaintiffs as between themselves were not before the court and were not determined in this suit, and

WHEREAS, the Court appointed P. A. L. Smith, Jr., Special Commissioner to execute to the plaintiffs in said suit and directed that upon the payment of all costs and receipts therefor filed with the papers in this cause, the said Special Commissioner should execute and deliver to the plaintiffs a deed of special warranty conveying to them the title to the real estate described in the said suit, and whereas the said Special Commissioner in compliance with said decree, doth hereby convey the said real estate by Deed of Special Warranty to the said plaintiffs, namely: Roberta I. Nunnally, Josephine Woodson, George Woodson, Marian Woodson Butler, Celia Woodson Hudson, and Jake Ingram.

NOW, THEREFORE, this deed made this 17th day of November, 1965, between P. A. L. Smith, Jr., Special Commissioner as aforesaid, party of the first part, and the heirs of the said George Woodson and Mary Woodson, his wife, the plaintiffs herein, whose names are above set forth, parties of the second part.

WITNESSETH: For and in consideration of the provisions of the said decree of November 13, 1965, and in further consideration of the sum of $1.00 cash in hand paid, receipt whereof is hereby acknowledged, the said P. A. L. Smith, Jr., as Special Commissioner, doth hereby grant and convey with Special Warranty of Title to the said parties of the second part, the following described real estate:

All that certain tract or parcel of land lying in Dover District, Goochland County, Virginia, near Manakin, lying on the road from Little Store to Manakin, containing ten acres with all improvements thereon, the boundaries, metes and bounds thereof as shown on a plat of survey made May 7, 1867, of the estate of Pleasant Willis, made by Benjamin B. Pleasants, Surveyor, containing twenty acres, the said ten acres being designated as Lot No. 1. on said survey and recorded in the Office of the Clerk of the Circuit Court of the County of Goochland, on May 18, 1891, and a copy thereof filed with the papers in this cause, which said ten acres was assigned to the said Elizabeth A. Willis and sold to the said George Woodson, deceased.

WITNESS the following signature and seal.

P. A. L. Smith, Jr. (SEAL)
P. A. L. SMITH, JR.
Special Commissioner

STATE OF VIRGINIA
CITY OF RICHMOND, to-wit:

I, Shirley J. Langley, a Notary Public in and for the City of Richmond, State of Virginia, do certify that P. A. L. Smith, Jr., Special Commissioner, whose name is signed to the foregoing writing bearing date on the 17th day of November, 1965, has this day acknowledged the same before me in my city aforesaid.

My commission expires February 15, 1969.

Given under my hand this 18th day of November, 1965.

Shirley J. Langley
Notary Public

Virginia, Goochland County, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Goochland, the 19 day of November, 1965; This Deed was presented and with the certificate annexed, admitted to record at 10:00 o'clock A.M.

TESTE:

Henry W. Baldwin
Clerk

Exhibit 3

LEGAL DESCRIPTION
EXHIBIT "A"

Parcel 1: ALL that certain tract or parcel of land, lying in Dover District, Goochland County, Virginia near Manakin, lying on the road from Little Store to Manakin, containing ten acres with all improvements thereon, as show on a Plat of Survey made May 7, 1867, of the Estate of Pleasant Willis, by Benjamin B. Pleasants, Surveyor, 10 acres more or less, designated as Lot No. 1, on said survey recorded May 18, 1891 in the Clerk's Office, Circuit Court, Goochland County, Virginia in Deed Book 47, Page 81.

LESS and EXCEPT 0.61 acres conveyed to the Commonwealth of Virginia by Certificate of Take dated September 19, 1974 recorded February 27, 1975 in Deed Book 139, Page 457 and confirmed by Order entered December 29, 1975 in Deed Book 139, Page 457 and confirmed by Order entered December 29, 1975, in Deed Book 143, Page 362.

BEING the same real estate conveyed to the heirs of George Woodson and Mary Woodson, his wife, namely Robert I. Nunnally, Josephine Woodson, George Woodson, Marian Woodson Butler, Celia Woodson Hudson and Jake Ingram by deed from P.A.L. Smith, Jr., Special Commissioner, dated November 17, 1965, recorded November 19, 1965 in the aforementioned Clerk's Office in Deed Book 103, Page 71. (TMN 58-1-33)

Exhibit 4

139/457

Mail: State Hwy Dept
Rich, Va

3-12-75

#188

H/W-35
Revised 7-1-74

No. C-25253 BOOK 139 PAGE 457 $ 1,475.00

CERTIFICATE

This is to certify that $ 1,475.00 is estimated by the State Highway and Transportation Commissioner of Virginia to be the fair value of the land hereinafter described, or interest therein, and damages to the remainder, if any, owned in whole or in part by Robert T. Nunnally and husband, if married; Josephine Woodson and husband, if married; George Woodson and wife, if married; Marion Woodson Butler and husband, if married, Cecelia Woodson Hudson and husband, if married; and Jake Ingram and wife; if married; as their interest may appear, which the said State Highway and Transportation Commissioner of Virginia has directed to be taken in conjunction with the construction, reconstruction, alteration or maintenance of Route 676 - State Secondary System, identified as Project 0676-037-133, M-501, as shown on Sheets 2 & 2A of plans for said Project on file with the Virginia Department of Highways and Transportation. The amount above specified, or so much thereof as may be directed by the Court, will be paid by the State Treasurer of Virginia, pursuant to the order of the Circuit Court of Goochland County, as provided by Title 33.1, Chapter 1, Article 7 of the 1950 Code of Virginia, as amended. The land, or interest therein, taken lies in Dover Magisterial District of Goochland County, and is described as follows:

See Order in DB 143 p. 362

Being as shown on Sheet 2 of the plans for Route 676, State Highway Project 0676-037-133, M-501, and lying on both sides of and adjacent to the proposed Route 676 survey and Office Revised Centerline, from the center of present Route 621 at approximate Station 2+35, to the lands of John H. Snead at approximate Station 7+35, and containing 0.61 acre, more or less, land, of which 0.02 acre is included in the existing right of way, and 0.59 acre, more or less, is additional land.

For a more particular description of the land, or interest therein, taken, reference is made to photo copy or map Sheet 2, showing outlined in RED the land taken in fee simple, which photo copy is hereto attached as a part of this Certificate and recorded simultaneously herewith in the State Highway Plat Book, at pp. 113 - 114.

Dated at Richmond, Virginia:
September 19, 1974

Deputy State Highway and Transportation Commissioner of Virginia

Countersigned:

Deputy Treasurer of Virginia

Copy for: State Highway and Transportation Commissioner (2)
Treasurer of Virginia
Attorney at Law

STATE OF VIRGINIA

139 PAGE 458

City of Richmond, To-wit:

I, Jean A. Johnson, a Notary Public in and for the City aforesaid, in the State of Virginia, do certify that J. E. Harwood, Deputy State Highway and Transportation Commissioner, and Lawrence E. Whitlock, Jr., Deputy Treasurer of Virginia, whose names are signed to the foregoing writing bearing date on the 19th day of September, 1974, have acknowledged the same before me in the City aforesaid.

My term of office expires 11-2-76.

Given under my hand this 26th day of September, 1974.

Jean A. Johnson
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Cumberland County Feb. 27, 1975 at 11:20 o'clo A.M. [illegible] Certificate [illegible] was prese[illegible] [illegible] annexed, admitted to [illegible] [illegible] no tax imposed by Section [illegible] the amount of $ [illegible] been paid to this office.

State [illegible] Teste: [illegible] Deputy Clerk

DEED RECORDED
D.B. 139 P. 457
PLAT RECORDED
ST. HWY. PLAT BOOK NO. 4 P. 113-114

Exhibit 5

STATE HIGHWAY PLAT BOOK 4
Pg 113

REVISED	FHWA REGION	STATE	FEDERAL AID PROJECT	STATE ROUTE	STATE PROJECT	SHEET NO
	3	VA.		676	0676-037-133, M-501	2

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

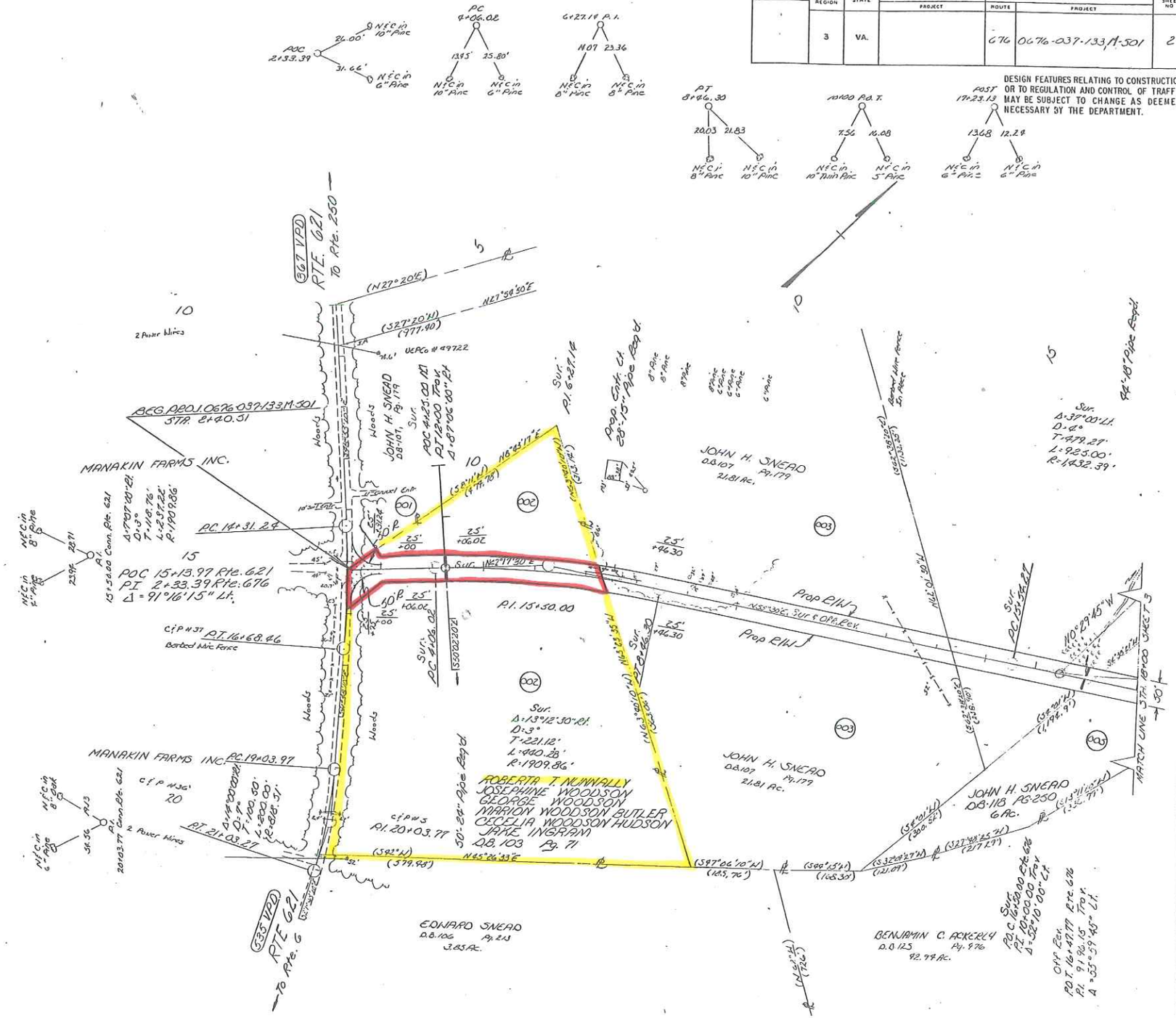


Exhibit 6

143/362

BOOK 143 PAGE 362

#5505

V I R G I N I A:

IN THE CIRCUIT COURT OF GOOCHLAND COUNTY

STATE HIGHWAY AND TRANSPORTATION COMMISSIONER OF VIRGINIA — Petitioner

v.

ROBERT T. NUNNALLY and husband, if married; JOSEPHINE WOODSON and husband, if married; GEORGE WOODSON and wife, if married; MARION WOODSON BUTLER and husband, if married; CECELIA WOODSON HUDSON and husband, if married; and JANE INGRAM and wife, if married; as their interests may appear — Defendants

ORDER CONFIRMING REPORT OF COMMISSIONERS

This day came the State Highway and Transportation Commissioner of Virginia, by counsel, and it appearing to the Court that the Report of the Commissioners hereinbefore appointed with the certificate of the Clerk of this Court administering the oath to the said commissioners, was, on the 7th day of November, 1975, duly returned to and filed by the Court herein and that no exceptions have been filed to the said report by any of the parties herein and that more than ten (10) days have expired within which exceptions might be made, the report is accordingly confirmed.

And it appearing to the Court that the Commissioners ascertained that the value of the land together with improvements thereon taken herein was $1,475.00 and that there were no damages to the residue by reason of the taking, making a total award of $1,475.00, the Court doth approve, ratify and confirm said report in all particulars and doth confirm unto the Commonwealth of Virginia absolute and indefeasible fee simple title to the following property:

> Being as shown on Sheet 2 of the plans for Route 676, State Highway Project 0676-037-133, M-501, and lying on both sides of and adjacent to the proposed Route 676 survey and Office Revised Centerline, from the center of present Route 621 at approximate Station 2+35, to the lands of John H. Snead at approximate

12

C-25659 in and to the Commonwealth of Virginia and doth direct that this Order be spread in the current deed book in the Clerk's Office of this Court with reference to be made to the deed book and page number wherein this Order is recorded on the deed book and page where Certificate No. C-25659 is spread.

And it further appearing to the Court that the State Highway Commissioner of Virginia has filed check No. 11035515 in the amount of $1,450.00 the total payment called for in the aforementioned Agreement, payable to the Clerk of the Circuit Court of Goochland County, it is ORDERED that the Clerk of this Court endorse the said check to the order of "Carrington W. Waldrop and Palma S. Waldrop" and to transmit the said check to C. Champion Bowles, Jr., Esq., P.O. Box 145, Goochland, Virginia 23063, attorney for defendants.

The Court doth further ORDER that upon compliance with the directions of this Order, the State Highway Commissioner of Virginia and the State Treasurer of Virginia shall be relieved of all further obligations by virtue of having filed Certificate No. C-25659 in the amount of $1,450.00 in the Clerk's Office of this Court.

It is further ADJUDGED, ORDERED and DECREED that upon compliance with directions in this Order, and there being nothing further to be done herein, this proceeding shall be dismissed.

ENTER:

Judge

12-29-75

I ask for this:

Of Counsel for the State Highway Commissioner of Virginia

Seen:

Attorney for Defendants

Station 7+35, and containing 0.61 acre, more or less, land, of which 0.02 acre is included in the existing right of way, and 0.59 acre, more or less, is additional land.

For a more particular description of the land, or interest therein, taken, reference is made to photo copy of said Sheet 2, showing outlined in RED the land taken in fee simple; which photo copy is attached to and made a part of Certificate No. C-25253 and recorded simultaneously therewith in the State Highway Plat Book.

And it appearing to the Court that the State Highway Commissioner of Virginia has heretofore caused to be recorded in the Clerk's Office of this Court Certificate No. C-25253 for $1,475.00 and that title to the aforesaid real estate thereby vested in the Commonwealth of Virginia, in accordance with the provisions of Section 33-70.1 and 33-70.4 of the Code of Virginia of 1950, as amended, the Court doth ADJUDGE, ORDER and DECREE that the State Highway Commissioner of Virginia pay to the Clerk of this Court on behalf of Roberta T. Nunnally, et al., the sum of $1,475.00, being the amount represented by the aforesaid Certificate of Deposit; and the Court doth further ORDER that the Commonwealth of Virginia, upon compliance with the directions set forth in this Order, be, and it is hereby released from any and all liability whatsoever by virtue of the recording of the Certificate of Deposit aforesaid; and it is further ORDERED that the proceedings herein be recorded and indexed as provided by Section 30-67.1 of the Code of Virginia of 1950, as amended, with reference to be made showing the book and page number of such recordation on the margin of the page where Certificate No. C-25253 is spread.

And the Court doth further ORDER and DIRECT that the costs herein shall be paid by the State Highway Commissioner of Virginia and the same shall be charged and taxed by the Clerk of this Court as part of the costs herein, as provided

by law, including $20.00 each plus mileage to the following Commissioners serving herein: Graydon E. Martin, Harry Briesmaster, Jr., J. H. Scales, George L. Mitchell, Durwood B. Siddons; and $10.00 each, plus mileage, to the following Commissioners who appeared but did not serve: Willis N. Cobb, Lindsey N. Hamner, William T. Tucker, Fred R. Allen and Charles S. Giles.

And it further appearing to the Court that there has been no appearance by the defendants, in person or by counsel, and the Court not being advised as to the person or persons entitled to the award rendered herein and confirmed by the Court, the Clerk of this Court is hereby directed to endorse State Warrant No. 843150 in the amount of $1,475.00 and to deposit the same in the Bank of Goochland to the credit of the Court in this cause.

And nothing further remaining to be done in this cause, the same is hereby ORDERED to be stricken from the docket of this Court and placed among the ended causes in the Clerk's Office.

ENTER:

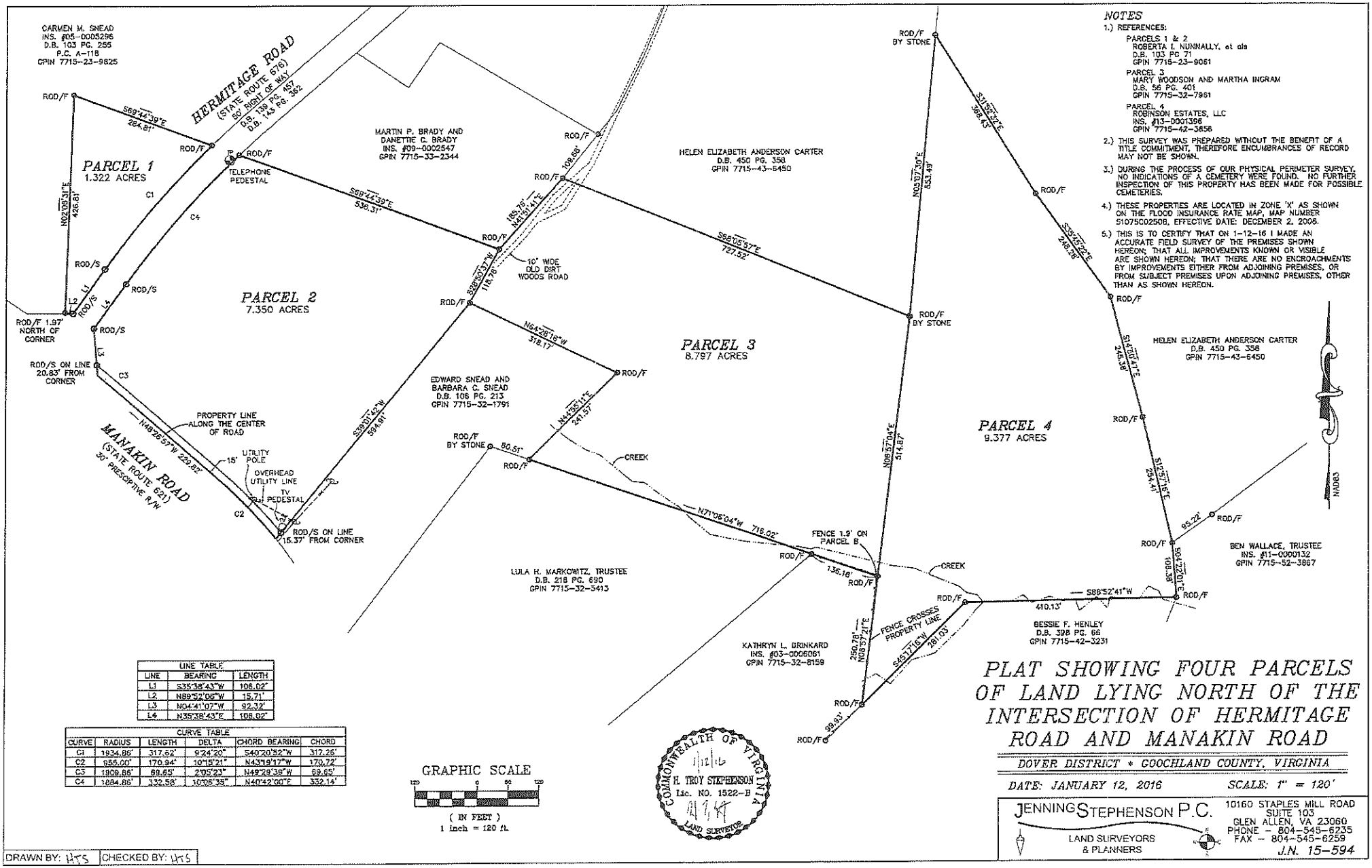
Judge

12-29-75

I ask for this:

Attorney for the State Highway Commissioner of Virginia

Exhibit 7



LINE TABLE		
LINE	BEARING	LENGTH
L1	S35°38'43"W	106.02'
L2	N89°52'06"W	15.71'
L3	N04°41'07"W	92.32'
L4	N35°38'43"E	108.02'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	1924.86'	317.62'	9°24'20"	S40°20'52"W	317.26'
C2	955.00'	170.94'	10°15'21"	N43°19'17"W	170.72'
C3	1909.86'	69.65'	2°05'23"	N49°29'39"W	69.65'
C4	1884.86'	332.58'	10°06'35"	N40°42'00"E	332.14'

Exhibit 8

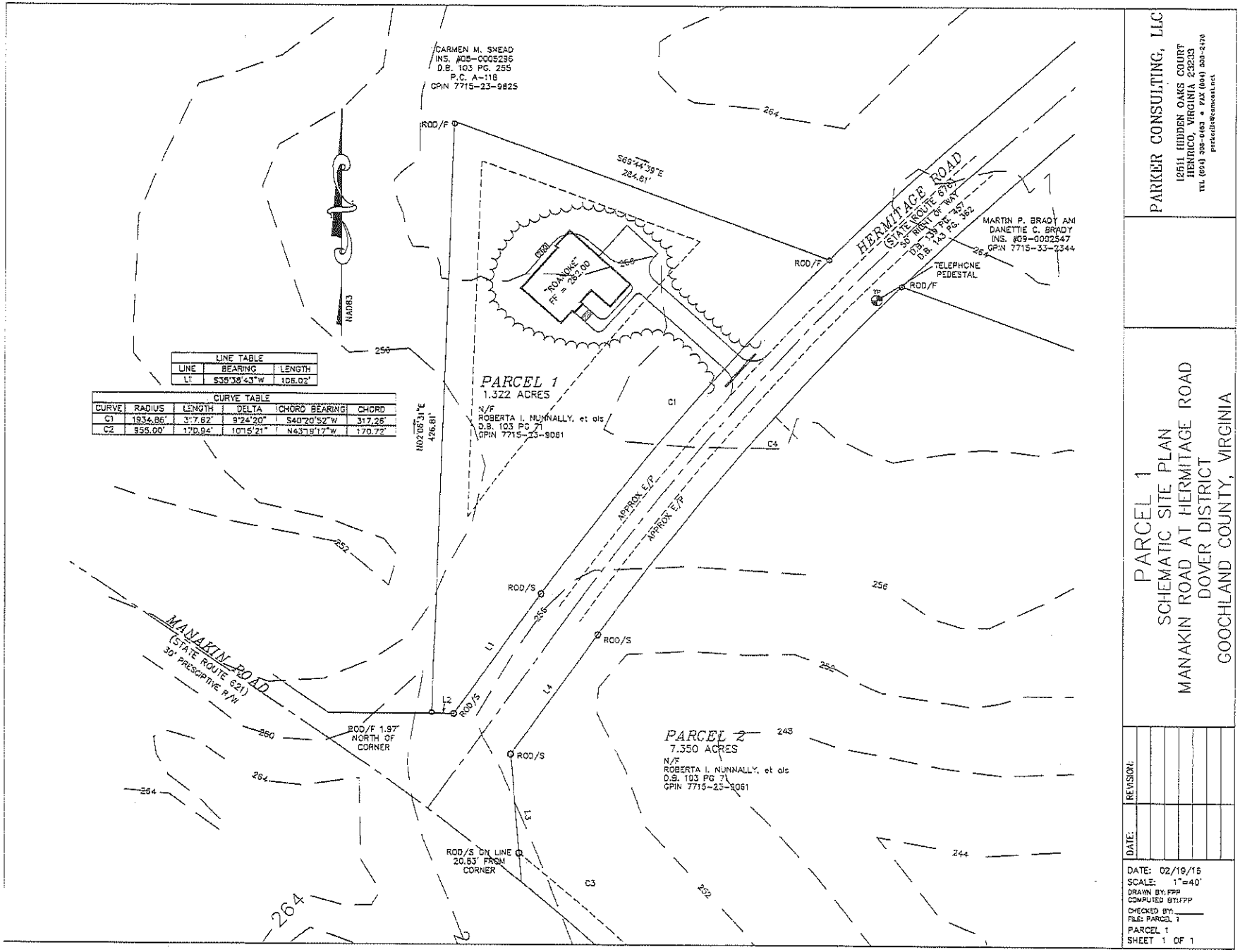
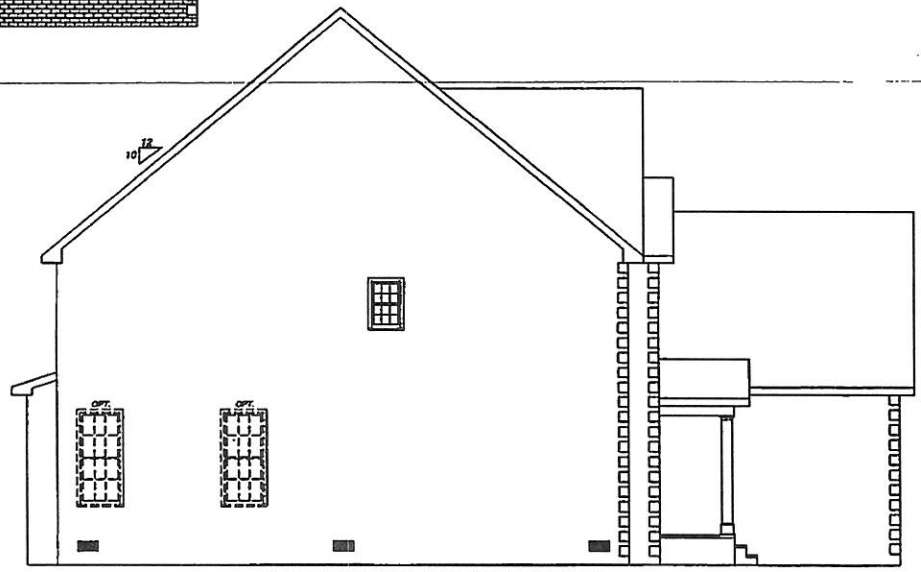

CARMEN M. SNEAD
INS. #05-0005296
D.B. 103 PG. 255
P.C. A-116
GPIN 7715-23-9825
ROD/F
S69°44'39"E
284.81'
HERMITAGE ROAD
(STATE ROUTE 676)
50' WIDE R/W
D.B. 139 PG. 257
D.B. 143 PG. 362
MARTIN P. BRADY AND
DANETTIE C. BRADY
INS. #09-0002547
GPIN 7715-33-2344
TELEPHONE
PEDESTAL
"ROANOKE"
FF = 267.00
PARCEL 1
1.322 ACRES
N/F
ROBERTA I. NUNNALLY, et als
D.B. 103 PG 71
GPIN 7715-23-9061
NAD83
N02°06'31"E
426.81'
APPROX E/P
MANAKIN ROAD
(STATE ROUTE 621)
30' PRESCIPTIVE R/W
ROD/F 1.97'
NORTH OF
CORNER
ROD/S
PARCEL 2
7.350 ACRES
N/F
ROBERTA I. NUNNALLY, et als
D.B. 103 PG 71
GPIN 7715-23-9061
ROD/S ON LINE
20.63' FROM
CORNER
LINE TABLE
LINE | BEARING | LENGTH
L1 | S35°38'43"W | 106.02'
CURVE TABLE
CURVE | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD
C1 | 1934.86' | 317.62' | 9°24'20" | S40°20'52"W | 317.25'
C2 | 955.00' | 170.94' | 10°15'21" | N43°19'17"W | 170.72'
PARKER CONSULTING, LLC
12511 HIDDEN OAKS COURT
HENRICO, VIRGINIA 23233
TEL (804) 308-6163 • FAX (804) 308-2470
parkerlls@comcast.net
PARCEL 1
SCHEMATIC SITE PLAN
MANAKIN ROAD AT HERMITAGE ROAD
DOVER DISTRICT
GOOCHLAND COUNTY, VIRGINIA
DATE:
REVISION:
DATE: 02/19/15
SCALE: 1"=40'
DRAWN BY: FPP
COMPUTED BY: FPP
CHECKED BY:
FILE: PARCEL 1
PARCEL 1
SHEET 1 OF 1

Exhibit 9

Exhibit 9

FRONT ELEVATION

SCALE 1/8"=1'



LEFT ELEVATION

SCALE 1/8"=1'

DRAWN BY:

STRUCTURAL COORDINATOR:
STAR COLUMN DRAFTSMAN
GILLMAN@STARCO.COM
804-270-2711 OR 804-482-2603

ROYAL DOMINION HOMES
11551 Nuckols Rd. Suite R Glen Allen, VA 23059
Phone : 804-270-2711 Fax : 804-482-2603

THE ROANOKE LIESFIELD

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DATE DRAWN: 1/04/13

DATE REVISED: 9/04/13

SHEET NO.: 1a/6

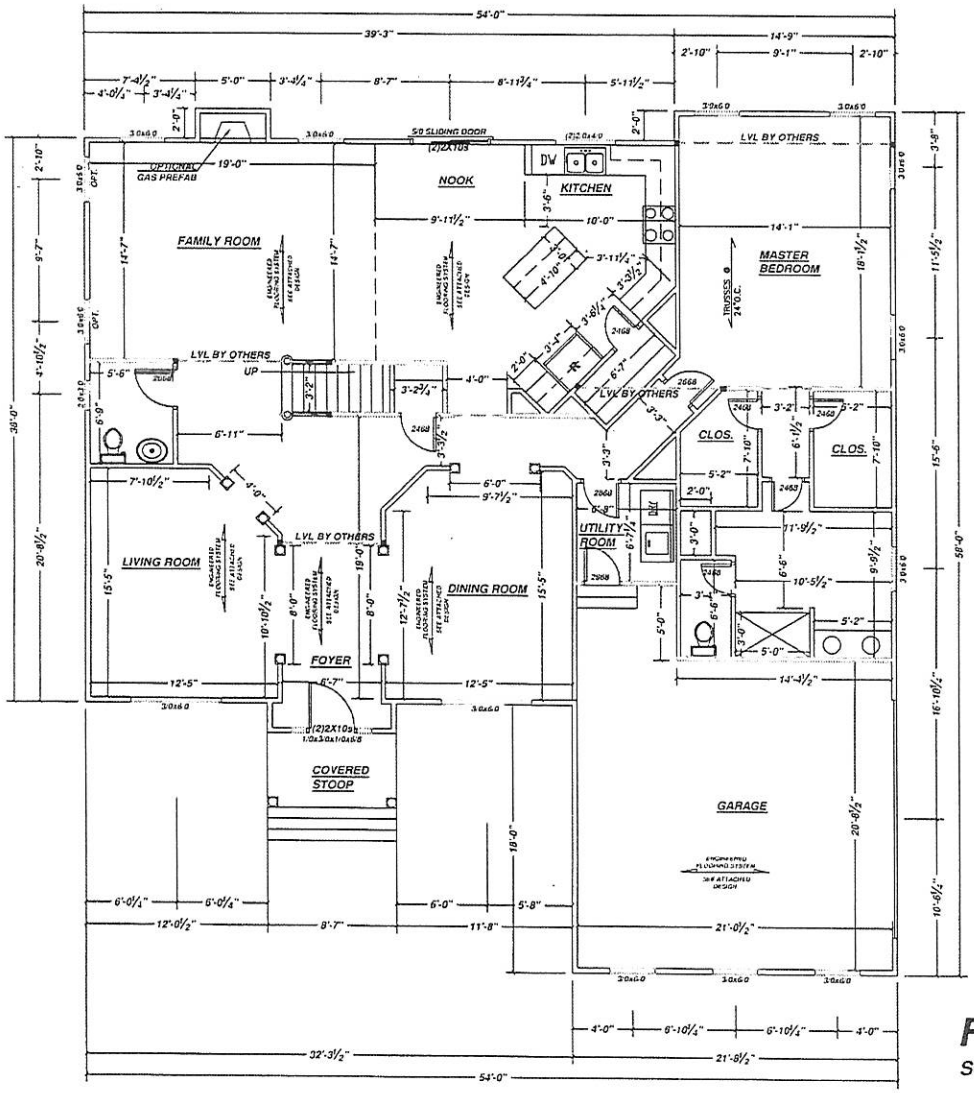
THIS PLAN IS DESIGNED UNDER IRC 2009 CODE.

INTERIOR BEARING WALL

9' CEILINGS-FIRST FLOOR
8' CEILINGS-SECOND FLOOR
LENGHTEN CASED OPN JACKS TO 92 1/2" AS INDICATED.★

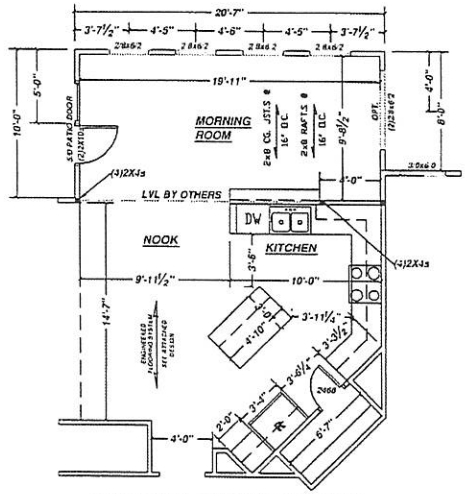
NOTE:
-(2)2X6s HEADER OVER WINDOWS AND DOORS UNLESS OTHERWISE INDICATED.

KEEP JOISTS CLEAR OF TOILET AND SHOWER DRAIN

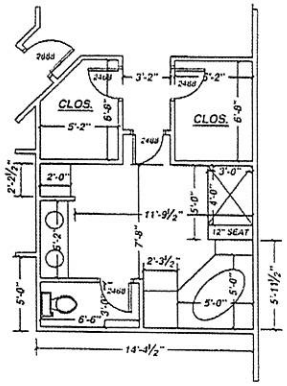


FIRST FLOOR

SCALE 1/8"=1'



OPTIONAL MORNING ROOM



OPTIONAL LUXURY BATH

ROYAL DOMINION HOMES
11551 Nuckols Rd. Suite R Glen Allen, VA 23059
Phone : 804-270-2711 Fax : 804-482-2603

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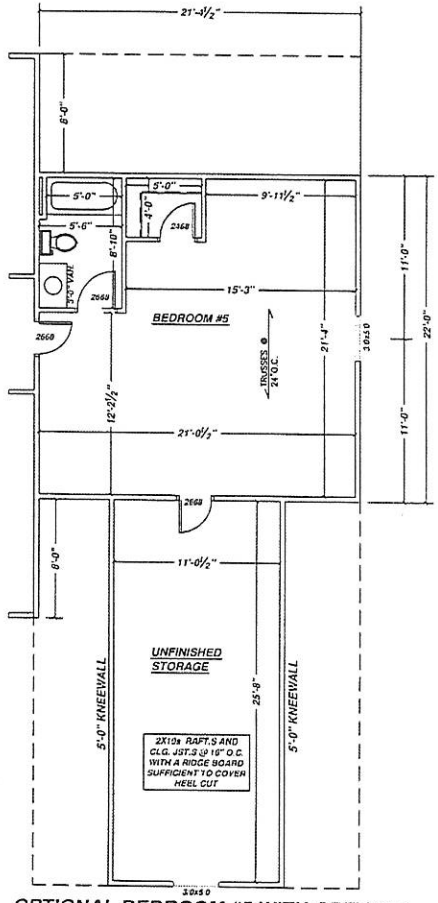
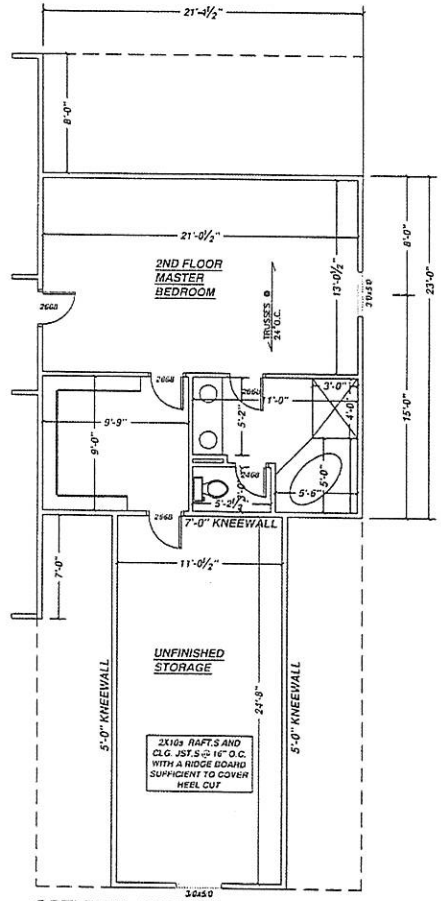
DATE DRAWN: 1/04/13
DATE REVISED: 9/04/13
SHEET NO.: 3/6



OPTIONAL BEDROOM #5 WITH OPTIONAL BATH



OPTIONAL SECOND MASTER WITH OPTIONAL LUXURY BATH

DRAWN BY
STRUCTURAL CONSULTANTS
MARCHETTI & DRAFTSMAN
GEL@MARCHSONLY.FANCO.COM
804-379-2717 OR 804-319-8867

ROYAL DOMINION HOMES
11551 Nuckols Rd. Suite R Glen Allen, VA 23059
Phone : 804-270-2711 Fax : 804-482-2603

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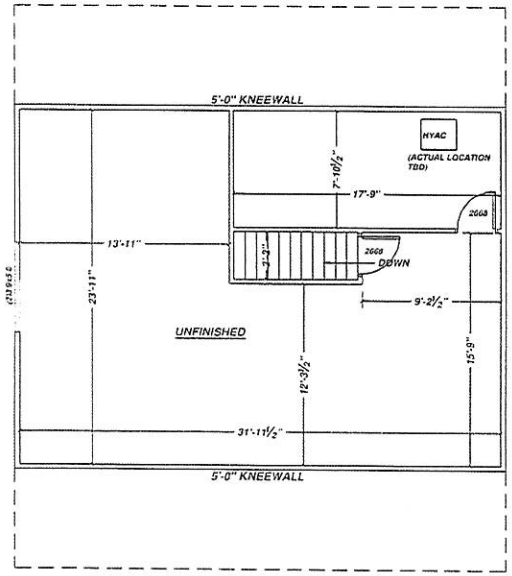
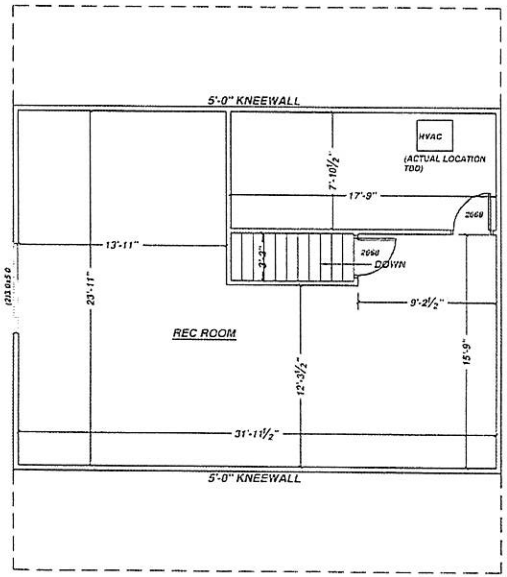
DATE DRAWN: 1/04/13
DATE REVISED: 9/04/13
SHEET NO.: 4/6



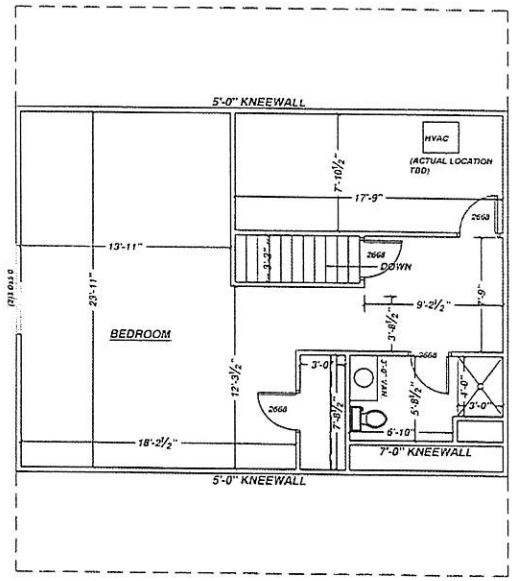
THIRD FLOOR UNFINISHED

SCALE 1/8"=1'



THIRD FLOOR REC ROOM

SCALE 1/8"=1'



THIRD FLOOR BEDROOM WITH BATH

SCALE 1/8"=1'

DRAWN BY

STRUCTURAL COORDINATION
W. FRANKLIN SMITH, P.E.
STRUCTURAL DIAGNOSTICS
11551 NUCKOLS ROAD, SUITE R
GLEN ALLEN, VA 23059
804-270-2711 OR 804-218-5539

ROYAL DOMINION HOMES

11551 Nuckols Rd. Suite R Glen Allen, VA 23059
Phone : 804-270-2711 Fax : 804-482-2603

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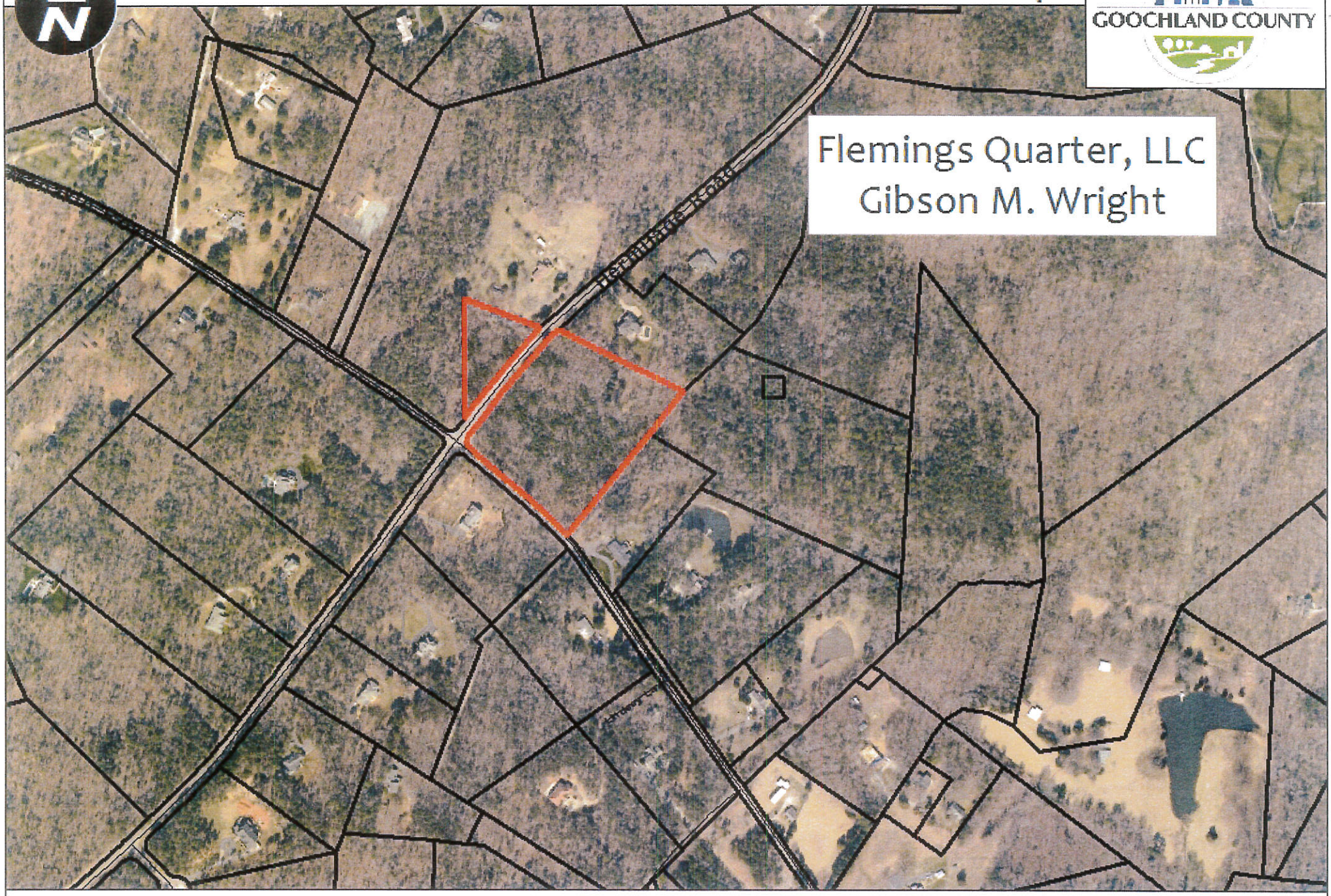
DATE DRAWN: 1/04/13

DATE REVISED: 9/04/13

SHEET NO.: 4/6

Aerial Photo Map

GOOCHLAND COUNTY



Map created by Goochland County Planning & Zoning Depts
Aerial Photo VBMP: 3-2013
Date: 10/8/2018

0 95 190 380 Feet

Exhibit 10

Exhibit 10

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of this 24th day of September, 2015 by and between Darvon E. Satterwhite, Special Commissioner, ("Seller"), and Stephen A. Storey and or assigns ("Purchaser") and provides as follows:

In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. ***Purchase and Sale:*** Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller that certain real property consisting of approximately 17.37 acres, more or less, located in the County of Goochland, State of Virginia, identified as County Tax Map Parcels 58-1-0-33-0, 58-1-0-35-0 and 58-1-0-36-0 together with all improvements and appurtenances thereon and all rights, privileges, easements, licenses and interests appurtenant thereto, including without limitation, all mineral, oil, gas, water and water rights and all intangible property owned or held by "Seller" in connection with the land, including without limitation, development rights, governmental approvals and land entitlements collectively referred to herein as the "Property").

2. ***Study Period:*** For forty five (45) days from the date this Agreement Purchaser shall have complete access to the Property during normal business hours for the purpose of conducting such surveys, soil borings, soil analyses, engineering tests and studies, wetlands studies, environmental tests and studies, economic and/or topographic tests, and any other tests, feasibility studies and/or investigations with respect to the Property as Purchaser may deem necessary in order to determine whether the Property is suitable for Purchaser's intended use thereof.

3. ***Purchase Price:*** The purchase price ("Purchase Price") for the Property shall be Two

Hundred and Twenty Thousand and 00/100 Dollars ($220,000), payable by cashier's check or wire transfer of funds at Settlement. The Deposit shall be applied to the Purchase Price at Settlement.

4. ***Deposit:*** Within five (5) business days following the end of the Study Period Purchaser shall deposit with Darvon E. Satterwhite, Special Commissioner, serving as the "Escrow Agent, Ten Thousand and 00/100 Dollars ($10,000.00) by cashier's check or wire transfer of funds (the "Deposit").

5. ***Settlement:*** Settlement shall be made at the office of Purchaser's attorney on or before forty five (45) days after the end of the Study Period. At Settlement Seller shall deliver title and possession of the property to Purchaser.

6. ***Marketability of Title and Conveyance of Subject Premises.*** Seller covenants that the title to the Property is marketable and free from conditions of title that would prohibit its use for residential purposes. Seller will deliver to Purchaser at Settlement a Special Warranty Deed, subject only to easements and conditions of record which do not adversely affect marketability of title or the use of the Property for residential purposes. The deed will convey the property to Purchaser consistent with a new boundary survey prepared by Purchaser at its expense. At Closing Seller shall further deliver to Purchaser an Affidavit as to Mechanic's Liens and Possession in form and substance satisfactory to Purchaser's title insurance company, a Non-Foreign Affidavit and all required Virginia and federal tax certifications including 1099 and Virginia form R-5E forms.

5. ***Proration:*** Real estate taxes shall be prorated as of the date of Settlement except that Seller shall pay any applicable roll back taxes assessed for the period of time prior to the date of Settlement including any interest, penalty and fees associated therewith, whether such roll back

taxes are billed before or after Settlement. Purchaser and Seller shall each pay all of its own costs in connection with the purchase and sale of the Property. Seller shall pay for the preparation of the deed, grantor's tax, affidavits and certifications and its attorney's fees. Purchaser shall pay for the cost of the title examination, the title insurance premium, all recording taxes and its attorney's fees.

6. ***Seller's Representations:*** In addition to any other representations and warranties set forth in this Agreement, Seller hereby represents and warrants to Purchaser, his successors and assigns as follows:

a. To the best of Seller's knowledge there is no hazardous waste or toxic substance of any kind upon the Property and that there has been no discharge of petroleum products upon the Property.

b. To the best of Seller's knowledge there are no graveyards, cemeteries or graves upon the Property.

All statements set forth above shall be deemed continuing representations and warranties of Seller and shall be true and correct as of the date of this Agreement and upon the date of Settlement. The foregoing representations and warranties shall survive the Settlement.

WITNESS the following signatures and seals affixed hereto as of the date first written.

SELLER:

Darvon E. Satterwhite, Special Commissioner

Darvon E. Satterwhite Special Commissioner

PURCHASER:

Stephen A. Storey

Exhibit 11

Exhibit 11

ASSIGNMENT AND ASSUMPTION OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT OF PURCHASE AND SALE ("Assignment") is made as of February 20, 2016 ("Effective Date") by and between Stephen A. Storey ("Assignor"), and Flemings Quarter, LLC, a Virginia limited liability company ("Assignee").

RECITALS:

A. Assignor and Darvin E. Satterwhite, Special Commissioner, ("Seller") are parties to that certain Agreement of Purchase and Sale, dated December 1, 2015 ("Agreement"), pursuant to which Seller has agreed to sell to Assignor certain real property consisting of approximately 17.37 acres, more or less, located in the County of Goochland, State of Virginia, identified as County Tax Map Parcels 58-1-0-33-0, 58-1-0-35-0 and 58-1-0-36-0, all as more particularly described in the Agreement.

B. Assignor desires to assign to Assignee and Assignee desires to assume Assignor's rights and obligations under the Agreement.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Recitals. The Recitals are incorporated herein as a substantive, contractual part of this Assignment.

2. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest under the Agreement, and delegates to Assignee all of its duties and obligations under the Agreement as of the Effective Date.

3. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to timely keep, perform and discharge all of the duties and obligations of Assignor under the Agreement that accrue from and after the Effective Date.

4. Inurement. This Assignment shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in counterparts and by facsimile signature, and as so executed shall constitute a single agreement binding on all parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Contract of Sale Agreement as of the day and year first above written, with the intent that this shall be deemed an instrument under seal.

ASSIGNOR:

_____(SEAL)
Stephen A. Storey

ASSIGNEE:

Flemings Quarter, LLC, a Virginia limited liability company

By_____(SEAL)
Gibson M. Wright, Manager

2/20/16

Exhibit 12

Exhibit 12

AFFIDAVIT

I, Gibson A. Wright, state that the following facts are true and correct to the best of my information and belief:

1. I have been involved of the sale and development of residential properties in the Richmond metropolitan area, including the County of Goochland, Virginia, for many years and have developed expertise regarding the potential values of such residential properties.

2. I have thoroughly examined the properties shown on the attached plat by Jennings Stephenson, PC, dated January 12, 2016, entitled "Plat Showing Four Parcels of Land Lying North of the Intersection of Hermitage Road and Manakin Road, Dover District, Goochland County, Virginia," (hereinafter the "Plat").

3. Parcel 1 containing 1.322 acres as shown on the Plat would have no practical utilization under the current provisions of the Goochland County Zoning Ordinance due to the physical limitations of the size of the lot, unless a variance is granted allowing the construction of a residential dwelling on the property.

4. The properties in the vicinity of the said Parcel 1 would not be adversely affected by the construction of a residential dwelling thereon, in as much as the nearby properties are also residential in nature.

Gibson A. Wright

STATE OF VIRGINIA

COUNTY OF GOOCHLAND, to wit

Gibson A. Wright appeared before me, a Notary Public in an for the jurisdiction aforesaid, on this 21st day of March, 2016, and after being duly sworn, made oath to the truthfulness of the facts recited herein, and did subscribe and acknowledge his signature to this Affidavit on the same date in my presence.

Patricia K. Cosby
Notary Public

My Commission Expires: October 31, 2017

PATRICIA K. COSBY COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

Commonwealth of Virginia
Patricia K. Cosby - Notary Public
Commission No. [redacted]2012
My Commission Expires 10/31/2017