



Special Use Permit Application Form

Montgomery County, Virginia

755 Roanoke St. Suite 2A, Christiansburg, VA 24073
 540-394-2148 | mcplan@montgomerycountyva.gov

Applicant Information: (PLEASE PRINT – if additional owners, please attach additional sheets)

Owner of Record (attach separate page for add'l owners): Jo Ann Bandi Colbert Declaration of Trust	Address: 11726 Sunrise Valley Drive, Reston, VA 20191
Telephone: 571-221-8869	Email: joanncolbert@verizon.net

Applicant Name: Owner Contract Purchaser/Lessee Jo Ann Colbert, Owner	Address: 11726 Sunrise Valley Drive, Reston, VA 20191
Telephone: 571-221-8869	Email: joanncolbert@verizon.net

Representative Name and Company:	Address:
Telephone:	Email:

Property Description:

Location or Address: <i>(Describe in relation to nearest intersection)</i> 1482 Clay Street, SE, Blacksburg, VA 24060		
Parcel ID Number(s): 032846	Acreage: 1.082	Existing Zoning: R2
Comprehensive Plan Designation: Residential Transition	Existing Use: Residential	

Description of Request: (Please provide additional information on attached sheet if necessary)

Proposed Use(s) including acreage: Short-term rental use for existing primary dwelling and attached accessory dwelling

I certify that the information supplied on this application and on the attachments provided (maps or other information) is accurate and true to the best of my knowledge. In addition, I hereby grant permission to the agents and employees of Montgomery County and State of Virginia to enter the above property for the purposes of processing and reviewing the above application.

If signing on behalf of a Corporation, Partnership, or LLC, please specify your title with the entity and provide documentation clarifying your authority to sign on behalf of the entity.

<i>Jo Ann Colbert</i> Trustee	1/28/2025
Owner 1 Signature	Date
Owner 2 Signature <i>(for add'l owners please attach separate sheet)</i>	Date
Applicant Signature	Date
Representative/Agent Signature	Date



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Applicant Information: (PLEASE PRINT – if additional owners, please attach additional sheets)

Owner of Record (attach separate page for add'l owners): J. William Colbert II Declaration of Trust	Address: 11726 Sunrise Valley Drive, Reston, VA 20191
Telephone: 571-221-1757	Email: bill.colbert01@gmail.com

Applicant Name: Owner Contract Purchaser/Lessee Jo Ann Colbert, Owner	Address: 11726 Sunrise Valley Drive, Reston, VA 20191
Telephone: 571-221-8869	Email: joanncolbert@verizon.net

Representative Name and Company:	Address:
Telephone:	Email:

Property Description:

Location or Address: <i>(Describe in relation to nearest intersection)</i> 1482 Clay Street, SE, Blacksburg, VA 24060		
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Owner 1 Signature Trustee	Date 1/28/2025
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Owner 2 Signature <i>(for add'l owners please attach separate sheet)</i>	Date
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Applicant Signature	Date
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Representative/Agent Signature	Date
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Additional Special Use Permit Requirements

The applicant for special use permit shall provide a statement of justification to address the following items in the application materials to demonstrate what impact the proposed request will have on the County's resources and how the request complies with Montgomery County's comprehensive plan.

Section 10-54(3)(g), Montgomery County Zoning Ordinance

(g) Issues for Consideration. In considering a Special Use Permit application, the following factors shall be given reasonable consideration. The application shall address all the following in its statement of justification or Special Use Permit plat unless not applicable, in addition to any other standards imposed by this Ordinance:

1. Whether the proposed Special Use Permit is consistent with the Comprehensive Plan (Addressed under "3. Comprehensive Plan Justification"). The home is a single-family dwelling with an attached accessory dwelling. It is located on 1.082 acres and is comparable in scale with the surrounding home. The short term rental will have no impact on traffic as the structure remains unchanged.
 2. Whether the proposed Special Use Permit will adequately provide for safety from fire hazards and have effective measures of fire control. The home is equipped with a fire extinguisher in the kitchens. Smoke and carbon monoxide detectors are located in each bedroom and common hallways.
 3. The level and impact of any noise emanating from the site, including that generated by the proposed use, in relation to the uses in the immediate area. The noise from the home will be minimal as only 6 guests are permitted in the single-family dwelling and 4 guests in the attached accessory dwelling. Parties, tailgates, events of any kind are prohibited as outlined in the rental agreement.
 4. The glare or light that may be generated by the proposed use in relation to uses in the immediate area. Outdoor lighting includes porch and sconce lights, as well as motion lights on Ring cameras.
 5. The proposed location, lighting and type of signs in relation to the proposed use, uses in the area, and the sign requirements of this Ordinance. There will not be any signs or sign lighting on the property.
 6. The compatibility of the proposed use with other existing or proposed uses in the neighborhood, and adjacent parcels. The home is a single-family dwelling with an attached accessory dwelling, which is compatible with the surrounding single family homes and duplexes.
 7. The location and area footprint with dimensions (all drawn to scale), nature and height of existing or proposed buildings, structures, walls, and fences on the site and in the neighborhood. See attached aerial view picture of the property. There are not any walls on the property. There is a 7 ft by 22 ft privacy fence in the back yard between the single family home and accessory unit. There is a trash containment structure that will be moved to location designated on the aerial view picture. This will be moved as soon as the frozen ground thaws.
 8. The nature and extent of existing or proposed landscaping, screening and buffering on the site and in the neighborhood. There is landscaping up against the house and natural trees and shrubs between side lots.
 9. The timing and phasing of the proposed development and the duration of the proposed use. An internal double door separating a bedroom from the rest of the house will be removed. Refrigerator, gas burner, sink and cabinetry will be removed from that bedroom and a closet will be installed in its place. This should all be done by the middle of February.
 10. Whether the proposed Special Use Permit will result in the preservation or destruction, loss or damage of any topographic or physical, natural, scenic, archaeological or historic feature of significant importance. The proposed use will not destroy any topographic, natural, scenic, archaeological or historical features.
 11. Whether the proposed Special Use Permit at the specified location will contribute to or promote the welfare or convenience of the public. The Special Use Permit will provide a quiet and private location for guests visiting the area.
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12. The traffic expected to be generated by the proposed use, the adequacy of access roads and the vehicular and pedestrian circulation elements (on and off-site) of the proposed use, all in relation to the public's interest in pedestrian and vehicular safety and efficient traffic movement. [The proposed use should not increase traffic.](#)
 13. Whether, in the case of existing structures proposed to be converted to uses requiring a Special Use Permit, the structures meet all code requirements of Montgomery County. [Removing the bedroom kitchenette and replacing with a bedroom closet and moving the trash containment structure meet all code requirements of Montgomery County.](#)
 14. Whether the proposed Special Use Permit will be served adequately by essential public facilities and services. [The home will be served adequately by public facilities and services.](#)
 15. The effect of the proposed Special Use Permit on groundwater supply. [Groundwater is not used to serve the home.](#)
 16. The effect of the proposed Special Use Permit on the structural capacity of the soils. [N/A](#)
 17. Whether the proposed use will facilitate orderly and safe road development and transportation. [No road changes are needed](#)
 18. The effect of the proposed Special Use Permit on environmentally sensitive land or natural features, wildlife habitat and vegetation, water quality and air quality. [There will be no effect on environmentally sensitive land or natural features, wildlife habitat and vegetation, water quality and air quality.](#)
 19. Whether the proposed Special Use Permit use will provide desirable employment and enlarge the tax base by encouraging economic development activities consistent with the Comprehensive Plan. [The Special Use Permit will expand the tax base by providing additional taxes through dining, entertainment, 1% Montgomery County Sales Tax and 3% Montgomery County Transient Occupancy Tax.](#)
 20. Whether the proposed Special Use Permit considers the needs of agriculture, industry, and businesses in future growth. [The Special Use Permit will provide unique housing for tourists coming to the area for a variety of reasons.](#)
 21. The effect of the proposed Special Use Permit use in enhancing affordable shelter opportunities for residents of the County. [The Special Use Permit will not have an effect on enhancing affordable housing.](#)
 22. The location, character, and size of any outdoor storage. [There will not be any outdoor storage](#)
 23. The proposed use of open space. [Open space will remain unchanged.](#)
 24. The location of any major floodplain and steep slopes. [The parcel is not in a flood plain and has a moderate grade to the entire parcel.](#)
 25. The location and use of any existing non-conforming uses and structures. [The trash containment structure is the only non-conforming structure and will be moved to be compliant with set backs.](#)
 26. The location and type of any fuel and fuel storage. [125 gallon above ground propane tank is located in back of house.](#)
 27. The location and use of any anticipated accessory uses and structures. [No accessory uses or structures will be on the parcel.](#)
 28. The area of each use; if appropriate. [The home is 2020 square feet.](#)
 29. The proposed days/hours of operation. [The home will be available for use 24 hours a day, 7 days a week.](#)
 30. The location and screening of parking and loading spaces and/or areas. [The parking is located on the parcel. See aerial view picture for location of parking for single family dwelling \(1482 Clay Street\) and parking for accessory dwelling \(1480 Clay Street\).](#)
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31. The location and nature of any proposed security features and provisions. [The home is equipped with 2 outdoor cameras for security.](#)
 32. The number of employees. [There are no employees.](#)
 33. The location of any existing and/or proposed adequate on and off-site infrastructure. [The only infrastructure is the house.](#)
 34. Any anticipated odors, which may be generated by the uses on site. [There are not any anticipated odors generated by the use of the house.](#)
 35. Whether the proposed Special Use Permit uses have sufficient measures to mitigate the impact of construction traffic on existing neighborhoods and school areas. [There will not be construction traffic.](#)
-

1480/1482 Clay Street Management Plan

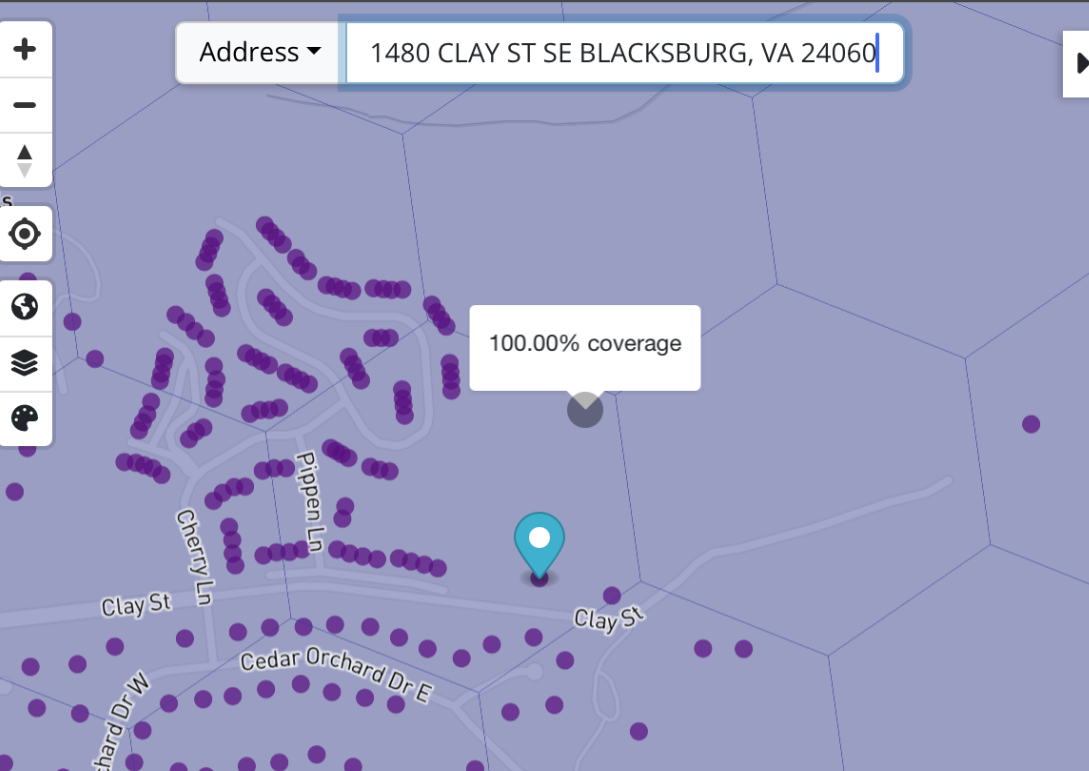
The property listed in this application (1480/1482 Clay Street d/b/a Blacksburg Suites, LLC) will be self-managed and listed for short-term rental under the vacation rental platforms VRBO and Airbnb. The owner will manage the property listings on VRBO and Airbnb and keep information current regarding description, amenities, photographs, rates, availability, cleaning fees, local and state tax rates, payments terms, cancellation policy and the rental agreement. The owner will respond to guest inquiries, questions and reservation requests. Reservations require approval from the owner before they are accepted and require the guest to provide information regarding their group and the purpose of their stay while in Blacksburg. Parties, events and tailgates are strictly prohibited and are detailed on the listing for each vacation rental platform, as well as in the rental agreement. **See Appendix A – 1480 Rental Agreement/1482 Rental Agreement.**

The owner will provide guests with a unique and temporary access code for opening the front door. During the stay, guests will have the name and contact information for our local caretaker, Dennis Wall, 540-552-6333. The owner is responsible for coordinating housekeeping after each stay. The owner is also responsible for coordinating repairs and maintenance of the property.

A binder is available in each unit that provides guests with information such as internet login, local restaurants and attractions, designated parking spaces on property, a copy of Section 7, Article 4 of the Montgomery County Code relative to noise as well as an evacuation map and location of fire extinguisher.

The property across from 1480/1482 Clay Street is located on 400 Pleasant View Circle with the backyard on Clay Street. The property next to 1480/1482 Clay Street is located at 1510 Clay Street. Both property owners have been sent a letter introducing the owners of 1480/1482 Clay Street, providing information regarding this property as a short-term rental, and providing our contact information should they need to reach us. **See Appendix B – letter to 400 Pleasant View Circle and letter to 1510 Clay Street.**

Environment: Outdoor Stationary Technology: 4G (5/1 Mbps) Data As Of Jun 30, 2024 (latest) (Last Updated: 1/21/25)



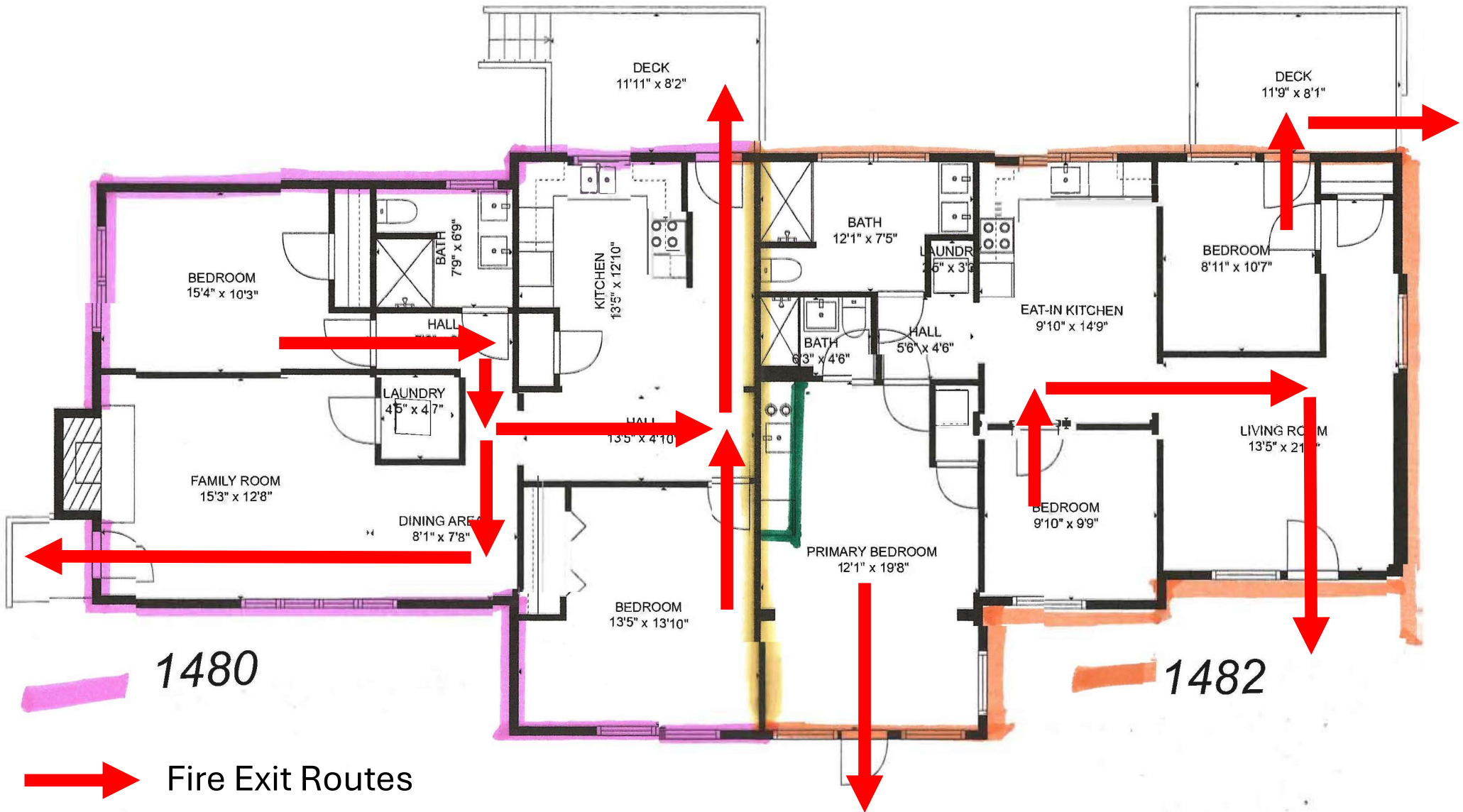
Fixed Broadband Mobile Broadband

Selected Location Mobile Challenge

1480 CLAY ST SE BLACKSBURG, VA 24060 Residential | Unit Count: 1

Outdoor Stationary | In Vehicle Mobile

Table with 4 columns: Provider, 3G, 4G LTE, 5G-NR. Rows include AT&T, Project Genesis, and T-Mobile.



1480

1482

→ Fire Exit Routes

Dividing line between units

TOTAL: 2020 sq. ft
 FLOOR 1: 2020 sq. ft
 EXCLUDED AREAS: DECK: 202 sq. ft, FIREPLACE: 14 sq. ft

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.

1480 & 1482 Clay Street Parking Plan

1480

1482

1480
Parking (1)

1482
Parking (2)

1480
Parking (2)

1482
Parking (2)

Clay Street

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement is made this ____ day of _____2025, between Blacksburg Suites, LLC (Owner) and _____ (Short-term Tenant). In consideration of the mutual agreements contained herein, the parties agree as follows:

- 1. Terms:
 - a. Property located at: **1480 Clay Street, Blacksburg, VA 24060**
 - b. Arrival Date:
Check-in shall be no earlier than 3:00 p.m. on the day of arrival
 - c. Departure:
Check-out shall be no later than 10:00 a.m. on the day of departure
 - d. Total number of guests for stay:
Number of occupants under 18 years of age: ____
 - e. Tenant is 25 years of age or older and will be present for duration of rental period
Yes No
 - f. Permitted number of vehicles: up to 3
 - g. Rents and fees:

Gross Rent

Montgomery County Occupancy Tax (3%)	\$3.75
Cleaning Fee	\$125.00
Va Sales Tax (5.3%)	\$6.63
Rental Platform Fees	

Total Due	\$135.38
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- 2. **Reservation and payment:** A reservation shall only be confirmed upon Owner’s receipt of the fully completed and signed original Agreement along with the first payment due.
- 3. The balance of the total is due no later than thirty (30) days prior to the Arrival Date. If that amount is not received, the reservation shall be treated as a cancellation as set forth below.
- 4. **Pass-through costs:** As required by the State of Virginia and County of Montgomery, 8.3% tax will be assessed. Pass-through costs, such as cleaning fee and taxes are collected by the Owner based on current pricing. Any increase in pass-through costs before the tenant’s stay will be the responsibility of the tenant.
- 5. **Check-in and Check-out Procedures:** Check-in and check-out times are as stated above. Tenant is responsible for doing dishes; bagging all trash from home (including trash in bathrooms and bedrooms) and placing bagged trash in provided trash cans outside; removing any linens from bed and placing at bottom of bed; emptying and wiping out refrigerator; removing all food from cabinets; leaving all thermostats set to 78 degrees in warm months (air conditioning), or set to 65 degrees in cold months (Heat); securing all doors and windows, and locking all doors; and leaving Property in same condition as it was found.

6. **Cancellation:** In order to receive a full refund, cancellations must be in writing and received by Owner 30 days prior to check-in date. Cancellations received within 30 days of the check-in date will not receive a refund.
7. **Damages:** Tenant will return the Property in as good, and in the same, condition as of commencement of the rental period, reasonable wear and tear excepted, and to reimburse Owner any amount to cover loss or damages, including attorney's fees for all damages. Tenant agrees to promptly notify Owner of required repairs or inoperable equipment that are plainly visible to, or reasonably knowable by the Tenant, upon checking into house. Owner or Owner's agent will inspect property upon Tenant's departure and charge all costs for damages due to extra cleaning, repairs or replacements.
8. **Occupancy:** Tenant must be at least 25 years of age and be present during the entire term of the rental period. Occupancy is restricted to 4 occupants and does not include children under the age of three (3) years old.
9. **Use only for authorized purpose:** Tenant understands and agrees that no weddings, receptions, tail gates, parties, reunions or other such gatherings are permitted at the Property. In no case shall Tenant host parties on the Property where guests include persons who are not authorized occupants as identified in this Agreement. Exceeding the Maximum Occupancy, as shown above, and/or allowing undisclosed persons to occupy the Property or any other misrepresentation shall result in termination of the rental without refund.
10. **Quiet Hours:** 1480 Clay Street is in a residential community and is surrounded by full-time residents. Quiet hours are from 10 pm to 7 am. Neighbors may call police if quiet hours are not observed. A copy of Section 7, Article 4 of the Montgomery County Code relative to noise is provided in a binder at the property.
11. **Fires:** No Open Fires unless outside in designated fire pit area. **NO FIREWORKS OR FIREARMS** are permitted on the property. **NO SMOKING** is permitted in the house or on the porches. **NO OPEN FLAMES** inside the house – this includes, but is not limited to candles, incense, etc.
12. **Owner's Personal Property.** Owner may mark certain property or areas for personal use and may maintain a personal closet or areas locked and/or reserved for Owner's personal property. Tenant shall not attempt to access those areas, tamper with locks, or in any way use Owner's personal property.
13. **Pets.** PETS ARE NOT PERMITTED IN OR ON THE PROPERTY. Violation of this provision shall result in immediate termination of the rental without refund and loss of Security Deposit, plus the cost of any damages.
14. **Water and Sewer:** The drains will clog if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products, baby wipes, personal hygiene products or grease should be flushed at any time.
15. **Personal Property:** All personal property placed in or about the property by Tenant shall be at the sole risk of Tenant. Owner shall not be responsible for loss, damage, theft, or destruction of such property from any cause.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT AND VOLUNTARILY SIGNS as of the dates set forth below. Witness the following signatures:

Blacksburg Suites, LLC

Owner: _____ (Signature) Date: _____

Printed Name: _____

Tenant: _____ (Signature) Date: _____

Printed Name: _____

Address: _____

Phone: _____

Email Address: _____

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 - d. Total number of guests for stay:
Number of occupants under 18 years of age: ____
 - e. Tenant is 25 years of age or older and will be present for duration of rental period
Yes No
 - f. Permitted number of vehicles: up to 4
 - g. Rents and fees:

Gross Rent

Montgomery County Occupancy Tax (3%)	\$5.25
Cleaning Fee	\$175.00
Va Sales Tax (5.3%)	\$9.28
Rental Platform Fees	
Total Due	\$189.53

- 2. **Reservation and payment:** A reservation shall only be confirmed upon Owner’s receipt of the fully completed and signed original Agreement along with the first payment due.
- 3. The balance of the total is due no later than thirty (30) days prior to the Arrival Date. If that amount is not received, the reservation shall be treated as a cancellation as set forth below.
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Blacksburg Suites, LLC

Owner: _____ (Signature) Date: _____

Printed Name: _____

Tenant: _____ (Signature) Date: _____

Printed Name: _____

Address: _____

Phone: _____

Email Address: _____

January 28, 2025

Carla Annette Short
1510 Clay Street
Blacksburg, VA 24060

Dear Carla Annette Short,

On November 8, 2024, my husband Bill and I purchased the property at 1480/1482 Clay Street. As your new neighbor, I wanted to reach out to introduce ourselves and provide my contact information.

Email - joanncolbert@verizon.net
Cell phone - 571-221-8869

As you may be aware, the prior owner operated the home as a short-term rental. We intend to do the same and we have hired a caretaker to help ensure everything is well maintained. In the unlikely event you encounter any issues with our property or our guests, please contact me directly. If you are willing, I would appreciate having your contact information as well.

My husband and both daughters are Virginia Tech graduates, and we remain very involved with the University. We are excited to continue offering 1480/1482 Clay Street as a unique lodging experience to guests visiting Blacksburg. Unfortunately, in November 2024, immediately after purchasing, Montgomery County informed us the property was not previously operated in compliance with County regulations. To operate the home as a short-term rental, we are required to have a Special Use Permit (SUP). We are in the process of working with the County for the SUP and hope to receive it within the next 90 days.

Please let me know if you have any questions. Thank you,

Jo Ann Colbert
571-221-8869

January 28, 2025

Feras Ghosheh
400 Pleasant View Circle
Blacksburg, VA 24060

Dear Feras Ghosheh,

On November 8, 2024, my husband Bill and I purchased the property at 1480/1482 Clay Street, which is across Clay Street from the back of your house. As your new neighbor, I wanted to reach out to introduce ourselves and provide my contact information.

Email - joanncolbert@verizon.net
Cell phone - 571-221-8869

As you may be aware, the prior owner operated the home as a short-term rental. We intend to do the same and we have hired a caretaker to help ensure everything is well maintained. In the unlikely event you encounter any issues with our property or our guests, please contact me directly. If you are willing, I would appreciate having your contact information as well.

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Jo Ann Colbert
571-221-8869