

PITTSYLVANIA



COUNTY, VIRGINIA

PLANNING COMMISSION

AUGUST 4, 2020

**PLANNING COMMISSION
2020
LIST OF MEMBERS**

Richard Motley, Chairman 796 Woodlawn Academy Drive Chatham, VA 24531 Home: 434-432-1721 Cell: 434-203-3651 richardmotley@comcast.net	November 30, 2020	Chatham-Blairs District
H. F. Haymore, Jr., Vice-Chairman 2361 Afton Road Danville, VA 24540 Home: 434-836-6318 hfhaymorejr@gmail.com	March 23, 2020	Westover District
Nathan Harker 256 Peninsula Place Hurt, VA 24563 Cell: 434-546-6403 srtimberjack@gmail.com	October 31, 2021	Staunton River
Morris Stowe 776 Mosco Road Axton, VA 24054 Cell: 434-251-5192 Work: 434-793-5511 NO EMAIL	December 4, 2021	Tunstall District
Janet Mease 11495 West Gretna Road Sandy Level, VA 24161 Cell: 540-525-6344 Home: 540-927-5245 NO EMAIL	July 31, 2020	Callands-Gretna District
Colette Henderson 848 East Gretna Road Gretna, VA 24557 Cell: 434-710-3176 chenderson0052@gmail.com	November 30, 2023	Banister District
Brian K. Horne 356 Barker Road Ringgold, VA 24586 Home: 434-822-6991 bkcchorne@verizon.net	December 31, 2021	Dan River District
Timothy W. Dudley 284 Clover Road Hurt, VA 24563 Cell: 434-770-3692 tim.dudley@pittgov.org	January 4, 2021	Board of Supervisors Rep.

PITTSYLVANIA

COUNTY, VIRGINIA

PITTSYLVANIA COUNTY PLANNING COMMISSION REGULAR MEETING

August 4, 2020 - 7:00 p.m.

Pittsylvania County Community Center
115 South Main Street
Chatham, Virginia 24531

AGENDA

1. Call to Order (Chairman remind Commissioners and Staff to turn on and adjust microphones)
2. Roll Call
3. Moment of Silence
4. Pledge of Allegiance
5. Hearing of Citizens
6. Approval of Agenda
7. Approval of Minutes
 - a. July 7, 2020
8. Chairman's Report
9. **Public Hearing**

Case R-20-015

Joseph A. Motley & Robin R. Motley – Banister Election District
A-1, Agricultural District to R-1, Residential Suburban Subdivision District

Case S-20-010

Luffman Pyrtle Real Estate, LLC – Westover Election District
Special Use Permit for a Kennel for Boarding Dogs

10. Old Business
11. New Business
12. Adjournment

PITTSYLVANIA COUNTY PLANNING COMMISSION

REGULAR MEETING

July 7, 2020

MINUTES

VIRGINIA: The Pittsylvania County Planning Commission met on Tuesday, July 7, 2020, at the Community Center in Chatham, Virginia. Mr. Motley, Chairman, called the meeting to order at approximately 7:00 p.m. Mr. Motley called the roll.

PRESENT

Richard Motley	Chatham-Blairs District
H. F. Haymore, Jr.	Westover District
Morris Stowe	Tunstall District
Janet Mease	Callands-Gretna District
Colette Henderson	Banister District
Timothy Dudley	Board of Supervisors Representative
Emily Ragsdale	Director of Community Development
Karen N. Hayes	Deputy Director of Community Development
J. Vaden Hunt	County Attorney

ABSENT

Nathan Harker	Staunton River District
Brian Horne	Dan River District

MOMENT OF SILENCE

The Board observed a moment of silence.

PLEDGE OF ALLEGIANCE

The Board recited the Pledge of Allegiance.

HEARING OF THE CITIZENS

No citizens came forward to speak

APPROVAL OF THE AGENDA

A motion was made by Mr. Haymore, seconded by Mr. Stowe, and by a 6 to 0 vote (two (2) members, Mr. Horne and Mr. Harker, were absent), the agenda was approved as presented.

APPROVAL OF THE MINUTES

A motion was made by Mr. Dudley, seconded by Mr. Stowe, and by a 6 to 0 vote (two (2) members, Mr. Horne and Mr. Harker, were absent), the June 2, 2020, minutes were approved as presented.

CHAIRMAN'S REPORT

Mr. Motley stated that Mr. Horne was scheduled for knee surgery on July 8, 2020.

THE ZONING PRECEPTS WERE READ by Mr. Motley **TO OPEN THE PUBLIC HEARING** at approximately 7:04 p.m.

Case R-20-014, Shockoe Solar, LLC – Mr. Motley opened the public hearing at 7:04 p.m. Mrs. Ragsdale, Director of Community Development, reported that Shockoe Solar, LLC, had petitioned to rezone a total of 74.40 acres located on Highway 57/Halifax Road, in the Banister Election District from R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, for a utility scale solar energy facility, which would also require a Special Use Permit. She then stated once the properties are rezoned to A-1, all uses listed under Section 35-178 are permitted. Charlie Falter, Project Manager, was present to represent the petition. He presented a brief overview of the solar project and presented a packet of information to the Board members for their review. He also answered questions from the Board members regarding the project. There was no opposition to the petition. Mr. Motley closed the public hearing at 7:21 p.m. A motion was made by Mrs. Henderson, seconded by Mr. Dudley, to recommend the Board of Supervisors grant the rezoning request. Motion passed by a 6 to 0 vote (two (2) members, Mr. Horne and Mr. Harker, were absent).

This concludes the Rezoning case.

Case S-20-009, RE Blue Ridge, LLC – Mr. Motley opened the public hearing at 7: 22 p.m. Mrs. Ragsdale, Director of Community Development, reported that Blue Ridge, LLC, had petitioned for a Special Use Permit on a total of 2,263.19 acres, located on Tightsqueeze, Irish, West Giles, Hickory, Concord, and Deep Run Roads; on Newby Lane, and off White Oak Circle, in the Callands-Gretna, Banister, and Tunstall Election Districts for a utility scale solar energy facility. Steve Barna, Adam Peterson, and Kayla Laughlin with RE Blue Ridge, LLC, were present to represent the petition. Mr. Barna gave a brief overview of the Project and answered questions from the Board members. There was no opposition to the petition. Mr. Motley closed the public hearing at 7:51 p.m. A motion was made by Mrs. Mease, seconded by Mr. Dudley, to recommend to the Board of Zoning Appeals that the Special Use Permit request be **granted** as presented in the Board Packet **with amended conditions** as follows:

- (5) **Landscaping.** Applicant will comply with Section 35-121 Fencing – Screening. At the perimeter locations shown on the Conceptual Site Plan, the setback will include a minimum 15-foot-wide landscaped area comprised of any existing vegetation supplemented as needed with a staggered row of planted trees or large shrubs. The vegetation shall be evergreen and designed to be at least 15 feet in height at maturity of any new plantings and shall be a minimum of 6 feet in height at time of planting. Existing vegetation shall be maintained and supplemented with new plantings as needed to maintain required screening. Prior to construction and site plan approval, a landscaping maintenance plan will

be submitted to the Zoning Administrator for approval, which shall provide for the posting of a bond or other surety in an amount sufficient to ensure that the plantings are successfully established and the landscaping is maintained or replaced during the life of the Project.

(7) **Road Repairs.** All public and private roads must remain open during construction. Any damage to roads caused by Construction will be promptly repaired to preconstruction conditions and/or VDOT standards where deemed necessary.

Motion passed by a 6 to 0 vote (two (2) members, Mr. Horne and Mr. Harker, were absent).

This concludes the Special Use Permit case.

OLD BUSINESS

There was no old business.

NEW BUSINESS

There was no new business.

The meeting was adjourned at approximately 7:58 p.m.

Richard G. Motley, Chairman

Kathy H. Belton, Clerk

ZONING PRECEPTS

(To be read by Chairman prior to opening public hearing)

Ladies and Gentlemen:

Pursuant to Article V, Division 7 of the Pittsylvania County Zoning Ordinance, we the Planning Commission have been empowered to hear and decide specific applications in support of said ordinance and to make recommendations to the Board of Supervisors or the Board of Zoning Appeals. In accomplishing this important task, we are charged with promoting the health, safety, and general welfare of the citizens of Pittsylvania County. We must insure that all our decisions and recommendations be directed to these goals and that each be consistent with the environment, the comprehensive plan and in the best interest of Pittsylvania County, its citizens and its posterity. Anyone here to speak to the board regarding zoning cases will be limited to (3) three minutes.

PUBLIC HEARING PROCEDURE

- A. Prior to opening Hearing, Chairman reviews zoning law precepts for all present.
- B. Open Hearing by Chairman.
"Public Hearing in zoning case (case number) is now open. The time is (time)."
- C. Zoning staff presents case and makes staff recommendations.
- D. Chairman calls on applicant to state case and present supporting documentation.
- E. Chairman calls for any citizen input.
 - 1. Each side proceeds without interruption.
 - 2. Arguments are presented to the Board/Commission
 - 3. No questioning or arguments between individuals.
- The Board/Commission may direct questions to the applicant, to the citizens, or to the zoning staff in attendance.
- F. Chairman closes Hearing.
"Public Hearing in zoning case (case number) is now closed at (time)."
- G. Board/Commission commences internal discussions.
- H. Board/Commission makes decision (votes) or delays as appropriate.
- I. Chairman announces decision on case.
- J. Chairman opens next Hearing.
"Public Hearing in zoning case (case number) is now open. The time is (time)."
- K. Continue as before - repeating procedure.
- L. Chairman adjourns meeting at end of final case decision.

PITTSYLVANIA

COUNTY, VIRGINIA

Base Map

Scale: 1 Inch = 25,000 Feet

Campbell

Bedford

Franklin

Henry

Halifax

North Carolina



Legend

-  Primary Streets
-  Streets
-  Railways
-  Hydrology
-  Hydrology Areas
-  Chatham
-  Danville
-  Gretna
-  Hurt
-  Pittsylvania County
-  Virginia Counties

Compiled by: Terry White
Creation Date: 07/24/19
Revision Date: 07/24/19
Project Name: Pittsylvania County Base Map
Project Origin: Gis on 'G:\server01\GIS_Projects\Arcmap_Projects\County_Administration

**PITTSYLVANIA COUNTY CITIZENS
NOTICE OF PUBLIC HEARING
PITTSYLVANIA COUNTY PLANNING COMMISSION**

The Pittsylvania County Planning Commission will hold a PUBLIC HEARING on Tuesday, August 4, 2020, beginning at 7:00 p.m., at the Community Center, Chatham, Virginia, on the following ZONING matters:

Case R-20-015 – Requested by Joseph A. Motley and Robin R. Motley, to rezone property on State Road 685/Chalk Level Road, in the Banister Election District and shown on the Tax Map as part of GPIN# 2436-59-1635 (part of 84.84 acres). The applicants are requesting to rezone 4.018 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District, to combine with their adjacent parcels of land zoned R-1. Once the property is rezoned to R-1, all uses listed under Pittsylvania County Code Section 35-222 are a Permitted Use. The Comprehensive Plan indicates the area is suitable for A-1, Agricultural District, R-1, Residential Suburban Subdivision District, and B-1, Business District, Limited, uses. Zoning conditions and Ordinance standards shall control the density of allowable development.

Case S-20-010 – Requested by Luffman Pyrtle Real Estate, LLC, for a Special Use Permit for a kennel for boarding dogs. The properties are two (2) parcels of land, a total of 1.47 acres, located on U.S. Highway 41/Franklin Turnpike, in the Westover Election District. The parcels are shown on our records as GPIN #s 2410-44-7607 (0.62 acre) and 2410-44-6588 (0.85 acre). The Comprehensive Plan indicates the area is suitable for A-1, Agricultural District, R-1, Residential Suburban Subdivision District, RC-1, Residential Combined Subdivision District, B-1, Business District, Limited, B-2, Business District, General, and RMF, Residential Multi-Family District, uses. Zoning conditions and Ordinance standards shall control the density of allowable development.

During the Public Hearing, concerns from interested citizens supporting or opposing these matters will be solicited. The applications are on file and can be viewed in the Pittsylvania County Community Development Office, 53 North Main Street, Chatham, Virginia, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Case R-20-015

MOTLEY

STAFF SUMMARY

<u>CASE</u> R-20-015	<u>ZONING REQUEST</u> A-1 to R-1	<u>CYCLE</u> August 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> Joseph A. Motley and Robin R. Motley are requesting to rezone the property from A-1, Agricultural District to R-1, Residential Suburban Subdivision District.		PLANNING COMMISSION: August 4, 2020 BOARD OF SUPERVISORS: August 18, 2020 ADVERTISED: July 22 & 29, 2020 REVIEWED BY: ESh
DISTRICT: Banister		

SUBJECT

Joseph A. Motley and Robin R. Motley petitioned the Planning Commission/Board of Supervisors on June 25, 2020, to rezone from A-1, Agricultural District to R-1, Residential Suburban Subdivision District on 4.018 acres, located on State Road 685/Chalk Level Road, in the Banister Election District. The parcel is shown on our records as part of GPIN # 2436-59-1635 (part of 84.84 acres).

BACKGROUND/DISCUSSION

Joseph and Robin Motley are requesting to rezone 4.018 acres of a larger 84.84-acre tract from A-1, Agricultural District to R-1, Residential Suburban Subdivision District so that property lines may be adjusted. The applicants are proposing to consolidate the subject property with three (3) adjacent parcels fronting State Road 685/Chalk Level Road that are currently zoned R-1, Residential Suburban Subdivision District. All properties must share the same zoning classification to be consolidated, requiring the subject property to be rezoned prior to consolidation.

A plat titled *Joseph A. Motley & Robin R. Motley* has been submitted with the application to identify the area where zoning changes are necessary and to present the proposed property line adjustments. The subject property and three (3) adjacent properties are currently vacant.

Once the property is rezoned to R-1, all uses listed under Section 35-222 are a permitted use.

DIRECTIONS

See Map Quest directions. The petitioned parcel is located across the highway from 3309 Chalk Level Road, Chatham, VA 24531.

SURROUNDING LAND USE AND ZONING DISTRICTS

Adjacent to A-1, Agricultural District and R-1, Residential Suburban Subdivision District zoned properties. The Comprehensive Plan identifies the surrounding area as A-1, Agricultural District, R-1, Residential Suburban Subdivision District, and B-1, Business District, Limited.

SITE DEVELOPMENT PLAN

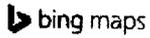
N/A

RECOMMENDATION

Staff recommends APPROVAL of Case R-20-015, submitted by Joseph and Robin Motley, requesting to rezone 4.018 acres, located on State Road 685/Chalk Level Road, in the Banister Election District, shown on our records as part of GPIN # 2436-59-1635, to allow the property lines to be adjusted.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-20-015 as submitted.
2. Recommend approval of Case R-20-015 subject to conditions by the Planning Commission.
3. Recommend denial of Case R-20-015 as submitted.
4. Recommend postponement of Case R-20-015 by the Planning Commission



A 53 N Main St, Chatham, VA 24531

8 min , 3.6 miles

B 3309 Chalk Level Rd, Chatham, VA 24531

Light traffic
Via Hurt St, Chalk Level Rd
· Local roads

THE PETITIONED PARCEL IS LOCATED ACROSS THE HIGHWAY FROM THIS SITE ADDRESS.

A 53 N Main St, Chatham, VA 24531

↑	1. Head northeast on US-29 BR toward Lanier Ave	0.4 mi
↗	2. Bear right onto Hurt St	0.5 mi
↑	3. Road name changes to Chalk Level Rd	2.7 mi
	Arrive at Chalk Level Rd 4. The last intersection is Motley Rd If you reach Mill Creek Rd, you've gone too far	

B 3309 Chalk Level Rd, Chatham, VA 24531

June 25, 2020

Mrs. Emily Ragsdale
Director of Community Development
P. O. Box 426
Chatham, VA 24531

Dear Mrs. Ragsdale:

We, Joseph A. Motley and Robin R. Motley, as Owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 4.018 acres, located on State Road 686/Chalk Level Road, in the Banister Election District from A-1, Agricultural District to R-1, Residential Suburban Subdivision District. The property is shown on the records as part of GPIN # 2436-59-1635.

We would like to rezone the property to combine with our adjacent parcels of land zoned R-1.

Sincerely,


Joseph A. Motley

**PITTSYLVANIA COUNTY
APPLICATION FOR REZONING**

We, Joseph A. Motley & Robin R. Motley, as Owners of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Names: Joseph A. Motley & Robin R. Motley
Address: 3309 Chalk Level Road, Chatham, VA 24531

2. Location of Property: on State Road 685/Chalk Level Road

Telephone: (434) 251-5889
(Joseph Motley)

3. Tax Map Number: Part of 2436-59-1635 (73569)

4. Election District: Banister

Total Amount: \$ 179.50

Taken By: KNB

OK 7077

5. Size of Property: 4.018 Acres (part of 84.84 Acres)

6. Existing Land Use: Vacant

Existing Zoning: A-1, Agricultural District

7. Proposed Land Use: To combine with their adjacent parcels of land zoned R-1

Proposed Zoning: R-1, Residential Suburban Subdivision District

TREASURER OF PITTSYLVANIA COUNTY

8. Are conditions being proffered: Yes X No

PAID JUN 29 2020

9. Check completed items:

<input checked="" type="checkbox"/> Letter of Application	<input type="checkbox"/> Site Development Plan or Waiver	<input checked="" type="checkbox"/> Legal Forms
<input type="checkbox"/> 11"x 17" Concept Plan	<input checked="" type="checkbox"/> Application Fee	<input checked="" type="checkbox"/> List of Adjoining Properties
<input checked="" type="checkbox"/> Plat Map	<input checked="" type="checkbox"/> Copy of Deed	<input type="checkbox"/> Copy of Deed Restrictions Or Covenants

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.



Joseph A. Motley

OFFICE USE ONLY
Application Deadline: 06/25/20
Received By: ESR
B.O.S. Meeting Date: 08/18/20

Application No. R-20-015
P.C. Meeting Date: 08/04/20
Date Received: 06/25/20
Action: _____

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

A 4.018 acre parcel of land, (part of 84.84 acres),)
generally located on State Road 685/Chalk Level Road)
within the Banister) **PETITION**
Election District, and recorded as)
part of parcel # 2436-59-1635)
in the Pittsylvania County tax records)

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioners, Joseph A. Motley and Robin R. Motley, respectfully file this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioners are the Owners of the above-referenced parcel of land, or are filing with the owner's consent.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as A-1, Agricultural District.
- (3) Your petitioners now desire to have the property rezoned to R-1, Residential Suburban Subdivision District, to combine with their adjacent parcels of land zoned R-1.

WHEREFORE, your Petitioners respectfully request that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, your Petitioners respectfully request that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,


Joseph A. Motley

PITTSYLVANIA

COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-20-015 Applicant  Date 6-25-20

ADJACENT PROPERTY OWNERS

Adjacent property owners are mailed a notice of the request. Please provide each owner's name and mailing address plus zip code for every Property adjacent to the site and directly across from any public right-of-way adjoining this site. Names and addresses are available in the County Tax Commissioners office in the Courthouse.

Tax Map Number: 2436-59-1635 (73569)

Name: Mary W. East & Barbara W. Norcutt
Tax Map Number: 2437-20-0763 (245389)

Address: 4430 Chalk Level Road
Chatham, VA 24531

Name: Joseph A. Motley & Robin R. Motley
Tax Map Number: 2437-40-2690, 2437-40-4616, 2437-60-3138,
2436-49-1182, 2436-49-1264, 2436-49-1347, 2436-49-1439,
2436-49-1612, 2436-49-1704 (73569) (134864)

Address: Same As Applicant

Name: Motley Dairy, Inc.
Tax Map Number: 2436-48-1837, 2436-29-8749 (129860)

Address: Same As Applicant

Name: Mark Dove Tucker & Amy Hankins Tucker
Tax Map Number: 2436-69-8166 (17537)

Address: 472 Emery Road
Chatham, VA 24531

Name: Deborah Kay Hearn
Tax Map Number: 2436-68-1787 (122795)

Address: 525 Motley Road
Chatham, VA 24531

Name: Warren Scott Hearn
Tax Map Number: 2436-58-9698 (140818)

Address: 525 Motley Road
Chatham, VA 24531

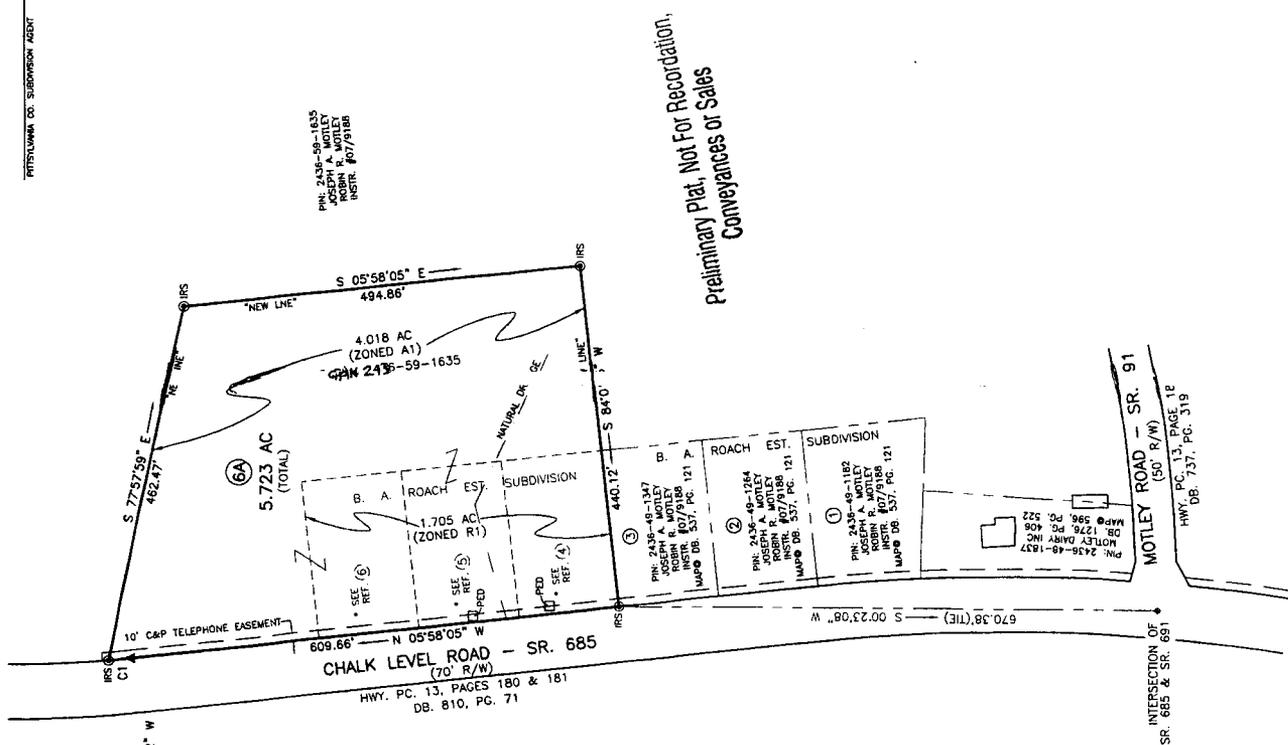
Name: James T. Motley & Louise M. Motley
Tax Map Number: 2436-67-5325 (9321)

Address: 9789 Chalk Level Road
Chatham, VA 24531

APPROVED BY: _____ DATE: _____
 PITTSYLVANIA CO. SUBDIVISION AGENT

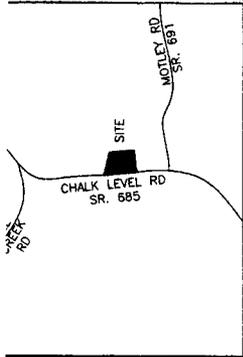
C1
 A=27.91'
 R=1362.39'
 B=N 05°22'52" W
 C=27.91'

- REF. 6 PIN: 2436-49-1704
 INSTR. #07/9186
 MAP# DB. 537, PG. 121
- REF. 5 PIN: 2436-49-1812
 INSTR. #07/9186
 MAP# DB. 537, PG. 121
- REF. 4 PIN: 2436-49-1439
 INSTR. #07/9186
 MAP# DB. 537, PG. 121



PIN: 2436-49-1635
 JOSEPH A. MOTLEY &
 ROBIN R. MOTLEY
 INSTR. #07/9186

Preliminary Plat, Not For Recordation,
 Conveyances of Sales



LOCATION MAP N.I.S.

LEGEND

- ⊙ IRS
- ▲ IRON ROD SET
- COMPUTED POINT
- PLASER
- TELEPHONE PEDESTAL
- PED.
- R/W
- RIGHT-OF-WAY
- -LOT LINES TO BE VACATED

PLAT NORTH

HWY. PC. 13, PAGES 180 & 181

CONVENTION OF THE VIRGINIA SURVEYORS ASSOCIATION

PATRICK H. MOFFATT, President

Preliminary Plat, Not For Recordation,
 Conveyances of Sales

THIS BOUNDARY SURVEY IS BASED ON A CURRENT FIELD SURVEY. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

THIS PROPERTY IS NOT LOCATED WITHIN A F.E.M.A. DEFINED SEE COMMUNITY PANEL 514320405E.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT, WHICH WERE NOT VISIBLE AT THE TIME OF MY INSPECTION.

PITTSYLVANIA COUNTY VIRGINIA

SITUATED IN
 CHATHAM MAGISTERIAL DISTRICT
 BEING PINS : 2436-49-1439,
 2436-49-1812, 2436-49-1704,
 & PT. PIN 2436-59-1635

PLAT OF SURVEY SHOWING
 CHANGE IN LOT LINES
 CREATING TRACT 6A

FOR :

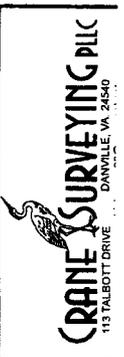
**JOSEPH A. MOTLEY &
 ROBIN R. MOTLEY**

DATE : MAY 28, 2020

SCALE : 1"=100'

0 100 200 300

FILE: 20050



Case S-20-010

***LUFFMAN PYRTLE
REAL ESTATE, LLC***

STAFF SUMMARY

<u>CASE</u> S-20-010	<u>ZONING</u> B-2	<u>CYCLE</u> August 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> Luffman Pyrtle Real Estate, LLC, is requesting a Special Use Permit for a kennel for boarding dogs.		PLANNING COMMISSION: August 4, 2020 BOARD OF ZONING APPEALS: August 11, 2020 ADVERTISED: July 22 & 29, 2020 REVIEWED BY: ESh
DISTRICT: Westover		

SUBJECT

Luffman Pyrtle Real Estate, LLC, as Contract Purchaser, petitioned the Planning Commission/Board of Zoning Appeals on June 25, 2020, requesting a Special Use Permit on two (2) parcels of land, a total of 1.47 acres, shown on the Pittsylvania County Tax Maps as GPIN #s 2410-44-7607 and 2410-44-6588, located on U.S. Highway 41/ Franklin Turnpike, in the Westover Election District.

BACKGROUND/DISCUSSION

The subject properties total approximately 1.74 acres and are zoned B-2, General Business District. The applicant, Luffman Pyrtle Real Estate, LLC is requesting a Special Use Permit to operate a kennel in accordance with Pittsylvania County Code § 35-366.

The applicants are proposing to use the existing dwelling located on GPIN # 2410-44-6588 as an indoor boarding space for their doggie day camp. All outdoor play will be located on the adjacent parcel, where the applicant currently operates Mount Hermon Animal Clinic. A fenced "run" is proposed to connect Mount Hermon Animal Clinic with the existing dwelling on the subject property. An outdoor area is proposed on the subject property to be used for short, supervised periods of time only.

DIRECTIONS

See Map Quest Directions. The properties are located adjacent to 3620 Franklin Turnpike, Danville, VA.

SURROUNDING LAND USE AND ZONING DISTRICTS

Mostly surrounded by R-1, Residential Suburban Subdivision District, RC-1, Residential Combined Subdivision District, B-1, Business District, Limited, B-2, Business District, General, and RMF, Residential Multi-Family District zoned properties.

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case S-20-010, filed by Luffman Pyrtle Real Estate, LLC, as Contract Purchaser, requesting a Special Use Permit on two (2) parcels of land, a total of 1.47 acres, shown on the Pittsylvania County Tax Maps as GPIN #s 2410-44-7607 and 2410-44-6588, located on U.S. Highway 41/ Franklin Turnpike, in the Westover Election District. Staff recommends the following conditions be added:

1. The time pets are allowed outside shall be limited to between 7:30 a.m. and 5:30 p.m.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case S-20-010 subject to conditions per staff.
2. Recommend approval of Case S-20-010 subject to conditions by the Planning Commission.
3. Recommend approval of Case S-20-010 as submitted.
4. Recommend denial of Case S-20-010 as submitted.



A 53 N Main St, Chatham, VA 24531

19 min , 12.5 miles

B 3620 Franklin Tpke, Danville, VA 24540

Light traffic
Via US-29 S, Hunting Hills Rd

THE PETITIONED PARCELS ARE LOCATED ADJACENT TO THIS SITE ADDRESS.

A 53 N Main St, Chatham, VA 24531

↑	1. Head southwest on US-29 BR toward Center St	1.3 mi
↑	2. Keep straight onto S Main St	0.1 mi
	3. Take ramp left and follow signs for US-29 South	6.3 mi
↗	4. Turn right onto R and L Smith Dr	2.0 mi
↶	5. Turn left onto Hunting Hills Rd	2.1 mi
↶	6. Turn left onto VA-41 / Franklin Tpke	0.8 mi
	7. Arrive at VA-41 / Franklin Tpke The last intersection is Mt Hermon Circle If you reach Ripley Dr, you've gone too far	

B 3620 Franklin Tpke, Danville, VA 24540

June 25, 2020

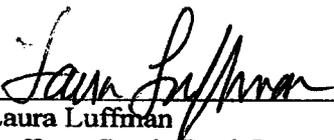
Mrs. Emily Ragsdale
Director of Community Development
P. O. Box 426
Chatham, VA 24531

Dear Mrs. Ragsdale:

Luffman Pyrtle Real Estate, LLC, as Contract Purchaser, would like to apply to the Planning Commission/ Board of Zoning Appeals for a Special Use Permit on two (2) parcels of land, a total of 1.47 acres, located on U.S. Highway 41/Franklin Turnpike, in the Westover Election District. The properties are shown on the Tax Maps as GPIN #s 2410-44-7607 and 2410-44-6588.

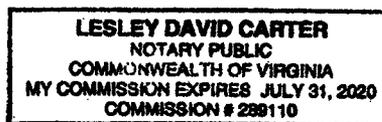
Luffman Pyrtle Real Estate, LLC, would like a Special Use Permit for a kennel for boarding dogs.

Sincerely,


Laura Luffman

Luffman Pyrtle Real Estate, LLC

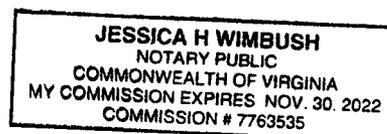
Sworn to and subscribed before me in my presence this 24 day of June, 2020, in my City and State aforesaid, by Lesley David Carter Notary Public. My commission expires: July 31, 2020




Lisa Pyrtle

Luffman Pyrtle Real Estate, LLC

Sworn to and subscribed before me in my presence this 24 day of June, 2020, in my City and State aforesaid, by Jessica H Wimbrush Notary Public. My commission expires: Nov 30, 2022



**PITTSYLVANIA COUNTY
APPLICATION FOR SPECIAL USE PERMIT**

Luffman Pyrtle Real Estate, LLC, as Contract Purchaser of the below described properties, hereby applies to the Pittsylvania County Board of Zoning Appeals to amend the Pittsylvania County Zoning Maps as hereinafter described:

- 1. Property Owner's Names: Luffman Pyrtle Real Estate, LLC
Address: 202 Laurel Woods Drive, Danville, VA 24540 Telephone: (434) 548-1749
(Laura Luffman)
- 2. Location of Property: on U.S. Highway 41/Franklin Turnpike
- 3. Tax Map Number: 2410-44-7607, 2410-44-6588 (227123)
- 4. Election District: Westover Total Amt: \$ 160.00 CK#1152
Taken By: RNB
- 5. Size of Property: A Total of 1.47 Acres, Two (2) Parcels of Land: 2410-44-7607 (0.62 acre); 2410-44-6588 (0.85 acre)
- 6. Existing Land Use: 2410-44-7607 = Vacant; 2410-44-6588 = Single Family Dwelling, Shed, Two (2) Storage Buildings

Existing Zoning: B-2, Business District, General

TREASURER OF PITTSYLVANIA COUNTY
PAID JUN 29 2020

7. Proposed Land Use: Kennel for Boarding Dogs

8. Check completed items:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Letter of Application | <input type="checkbox"/> Site Development Plan | <input checked="" type="checkbox"/> Legal Forms |
| <input checked="" type="checkbox"/> 11"x 17" Concept Plan | <input checked="" type="checkbox"/> Application Fee | <input checked="" type="checkbox"/> List of Adjoining Properties |
| <input checked="" type="checkbox"/> Plat Map | <input checked="" type="checkbox"/> Copy of Deed | <input type="checkbox"/> Copy of Deed Restrictions Or Covenants |

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.

Laura Luffman
Laura Luffman
Luffman Pyrtle Real Estate, LLC

LESLEY DAVID CARTER
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2020
COMMISSION # 289110

Sworn to and subscribed before me in my presence this 24 day of June, 2020, in my City and State aforesaid, by [Signature] Notary Public. My Commission expires: July 31, 2020

Lisa Pyrtle
Lisa Pyrtle
Luffman Pyrtle Real Estate, LLC

JESSICA H WIMBUSH
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES NOV. 30, 2022
COMMISSION # 7763535

Sworn to and subscribed before me in my presence this 24 day of June, 2020, in my City and State aforesaid, by [Signature] Notary Public. My Commission expires: Nov 30, 2022

OFFICE USE ONLY
Application Deadline: 06/25/20
Received By: ESR
BZA Meeting Date: 08/11/20

Application No. S-20-010
P.C. Meeting Date: 08/04/20
Date Received: 06/25/20
Action: _____

**VIRGINIA:
BEFORE THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY**

A total of 1.47 acres, two (2) parcels of land,)
generally located on U.S. Highway 41/Franklin Turnpike)
within the Westover) **PETITION**
Election District, and recorded as)
parcel #s 2410-44-7607, 2410-44-6588)
in the Pittsylvania County tax records.)

TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:

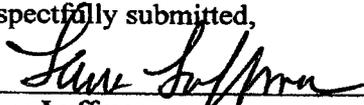
WHEREAS, your Petitioner, Luffman Pyrtle Real Estate, LLC, as Contract Purchaser, respectfully files this petition pursuant to Sections 35-713 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the Contract Purchaser of the above-referenced parcel of land, or is filing with the owner's consent.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as B-2, Business District, General.
- (3) Your petitioner now desires to have a Special Use Permit issued for a kennel for boarding dogs.

WHEREFORE, your Petitioner respectfully requests that the above-referenced parcels of land be issued a Special Use Permit as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

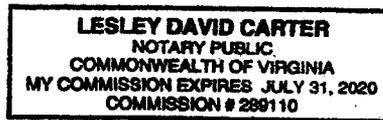
Respectfully submitted,

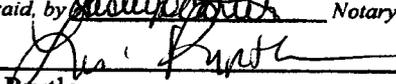


Laura Luffman

Luffman Pyrtle Real Estate, LLC

Sworn to and subscribed before me in my presence this 24 day of June, 2020, in my City and State
aforesaid, by Lesley Carter Notary Public. My commission expires: July 31, 2020

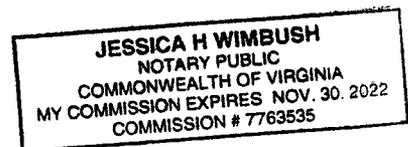




Lisa Pyrtle

Luffman Pyrtle Real Estate, LLC

Sworn to and subscribed before me in my presence this 24 day of June, 2020, in my City and State
aforesaid, by Jessica H Wimbush Notary Public. My commission expires: Nov 30, 2022



PITTSYLVANIA

COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case 5-20-010 Applicant Laura Luffman Date 6/24/2020
Laura Luffman
Luffman Pyrtle Real Estate, LLC

Case 5-20-010 Applicant Lisa Pyrtle Date 6/24/2020
Lisa Pyrtle
Luffman Pyrtle Real Estate, LLC

LESLEY DAVID CARTER
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2022
COMMISSION # 288110

*For: Laura Luffman

Sworn to and subscribed before me in my presence this 24 day of June, 2020, in my City and State aforesaid, by Laura Luffman Notary Public. My commission Expires: July 30, 2020

Sworn to and subscribed before me in my presence this 24 day of June, 2020, in my City and State aforesaid, by Laura Luffman Notary Public. My commission Expires: July 30, 2020

JESSICA H WIMBUSH
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES NOV. 30, 2022
COMMISSION # 7763535

ADJACENT PROPERTY OWNERS

Adjacent property owners are mailed a notice of the request. Please provide each owner's name and mailing address plus zip code for every Property adjacent to the site and directly across from any public right-of-way adjoining this site. Names and addresses are available in the County Tax Commissioners office in the Courthouse.

Tax Map Number: 2410-44-7607, 2410-44-6588 (227123)

Name: Luffman Pyrtle Real Estate, LLC
Tax Map Number: 2410-44-5750 (240665)

Address: Same As Applicant

Name: J. W. Bolton & Elease C, Bolton
Tax Map Number: 2410-44-7892 (59465)

Address: 470 Piney Forest Road
Danville, VA 24540

Name: David Watt Oakes, Sr.
Tax Map Number: 2410-54-4544, 2410-34-9733 (8394)

Address: 297 Ripley Drive
Danville, VA 24540

Name: C W, Inc.
Tax Map Number: 2410-44-7327 (144420)

Address: 118 Arnett Blvd.
Danville, VA 24540

Name: City of Danville
Tax Map Number: 2410-44-2497 (9357)

Address: c/o DP&L Director
P. O. Drawer 3300
Danville, VA 24543



**VIRGINIA REALTORS®
Commercial Purchase Agreement**

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated June 16, 2020, between Jeanette M. Herndon Bell ("Seller") and Luffman Pyrtle Real Estate, LLC ("Purchaser"). The parties acknowledge that Holley & Gibson Realty Co. ("Listing Broker") represents Seller and that Holley & Gibson Realty Co. ("Selling Broker") represents **[select one]**: Seller Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. **Sale of Property.** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Pittsylvania, Virginia, with a tax parcel no. of 2410-44-6588 and 2410-44-7607 and a street address of 3608 Franklin Turnpike. Seller discloses that **[select one]**: there are no tenants or other parties in possession of the Property OR there are tenants or persons who are in possession of the Property as set forth on **SCHEDULE A** attached hereto.

2. **Purchase Price.** The purchase price for the Property is One Hundred Thousand Dollars (\$ 100,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. **Deposit.** Purchaser shall make a deposit of \$ zero to be held by Owner Finance (the "Escrow Agent") in the form of: check cash other **[select one]**: has paid the Deposit to the Escrow Agent OR will pay the Deposit to the Escrow Agent within _____ days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

B. **Balance.** The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. **Settlement.**

A. **Settlement of Property.** Settlement of the purchase and sale of the Property shall be made at Robert H. Whitt, attorney on September 16, 2020 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Feasibility Period.

A. For a period of Ninety (90) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to [select one]: a municipal water and sewer system and has utility meters installed within the Property OR a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A**.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of 3.000 % of the Purchase Price. Selling Broker shall be paid by Seller a fee of see provisions % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller: Luffman Pyrtle Real Estate, LLC
2815 Riverside Drive
Danville, VA 24540

For Purchaser: Jeanette M. Herndon Bell
P.O. Box 10788
Danville, VA 24543

13. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** If the deposit is retained as liquidated damages, Seller agrees to

pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B, and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

F. **WIRE FRAUD ALERT**. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

15. Additional Provisions: Property being sold "AS-IS" - OWNER FINANCE

7 years at 5% interest

20% down payment

Early pay-off without penalty

Buyer to pay ALL closing costs, to include Seller's side

Contingent on Pittsylvania County granting a Special Use Permit, approximately a 3 month process

Buyer to pay 3% commission

Seller to pay 3% commission

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on June 18, 2020, or this Purchase Agreement shall be deemed withdrawn.

SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

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SCHEDULE B

**CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)**

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DISCLOSURE OF BROKERAGE RELATIONSHIP EXPLANATION TO CONSUMERS



Real estate licensees in Virginia are required by law to make prompt written disclosure of any brokerage relationship to members of the public who are unrepresented. Licensees must also make written disclosures and obtain timely written consents from their clients before entering into other brokerage relationships. The attached form is provided to you to satisfy these requirements and to help you understand the nature of the brokerage relationship of the licensee.

THE LICENSEE'S DUTIES

A licensee must have a written brokerage agreement to represent a client and a licensee owes his client certain duties. A licensee who is not representing you in a transaction can nonetheless provide you other valuable information and assistance. However, you should always keep in mind whom the licensee represents in your transaction, and thus to whom that licensee owes the duties described below.

WHOM DOES THE LICENSEE REPRESENT?

In any real estate transaction, a licensee may represent the seller, the buyer, or, under certain circumstances, both seller and buyer.

The Seller	A licensee represents a seller via a written brokerage agreement called a listing agreement, in which case the licensee owes his primary responsibilities to the seller. The licensee must disclose his relationship with the seller whenever dealing with an unrepresented buyer. The licensee is also allowed to assist an unrepresented buyer with ministerial duties - such as filling in the blanks of a contract and holding the escrow deposit.
The Buyer	If a buyer desires to be represented by a licensee, then the buyer and the licensee must enter into a written brokerage agreement by which the licensee agrees to represent the interests of the buyer. The licensee must disclose his relationship with the buyer whenever dealing with an unrepresented seller. Furthermore, the licensee may perform ministerial duties for an unrepresented seller - such as delivering offers and counteroffers.
The Buyer and The Seller	A licensee and his firm may represent both the buyer and the seller in a particular transaction, but only with the informed written consent of both the buyer and the seller. A licensee representing both the buyer and seller in a dual capacity is necessarily limited in his ability to represent either the buyer or seller fully and exclusively. The licensee must safeguard the confidentiality of any information obtained within the confidentiality and trust of the brokerage relationship, unless disclosure of such information is required by law. Specifically, the licensee must not tell the buyer that the seller will accept a price lower than the listing price, nor tell the seller that the buyer will pay a price higher than the price offered.
Designated Licensees	Virginia law also permits a principal or supervising broker to designate different licensees affiliated with the broker to represent different clients in the same transaction. Designated agency/representation requires informed written consent from both parties. Unlike the dual relationship discussed in the previous paragraph, these designated licensees represent only the interest of their respective clients, and may therefore represent those interests fully. The principal or supervising broker who is supervising the transaction will be considered dual broker of both seller and buyer. Designated licensees may not disclose, except to their broker, personal or financial information received from the clients during the brokerage relationship and any other information a client requests to be kept confidential, unless required by law to be disclosed or the client consents to its disclosure in writing.

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Legend

- Assessed Parcels
- Parcel ID Number
- Parcels
- Route Numbers
- Appeals
- Rezoning
- Signs
- Special Uses
- Variances
- Zoning
- Unknown
- A-1 = Agricultural District
- B-1 = Business District, Limited
- B-2 = Business District, General
- C-1 = Conservation District
- DZ = Double Zoned Parcels
- M-1 = Industrial District, Light Industry
- M-2 = Industrial District, Heavy Industry
- MHP = Residential Manuf. Housing Park District
- R-1 = Residential Suburban Subdivision District
- RC-1 = Residential Combined Subdivision District
- RE = Residential Estates District
- RMF = Residential Multi-Family Subdivision District
- RPD = Residential Planned Development District
- TZ = Town Zoning
- UK = Unknown
- County Boundary



Title: LUFFMAN PYRTLE - CASE S-20-010

Date: 6/30/2020

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.