



**BOARD OF ZONING APPEALS
REGULAR MEETING
Monday, August 12, 2024 - 6:00 PM**

**Board Meeting Room
39 Bank Street, SE,
Chatham, Virginia 24531**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA**
- 6. APPROVAL OF MINUTES**
 - a. MONTH Board Meeting Minutes Approval (Staff Contact:)
- 7. OLD BUSINESS**
- 8. NEW BUSINESS**
- 9. CHAIRMAN'S REPORT**
- 10. PUBLIC HEARING**

Pursuant to Article V, Division 7 of the Pittsylvania County Zoning Ordinance, we the Board of Zoning Appeals have been empowered to hear and decide specific applications and appeals in support of said ordinance. 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, other than the applicant, regarding zoning cases will be limited to (3) three minutes.

 - a. Case S-24-010 Christopher Mims; Special Use Permit for the placement of a single-wide manufactured home in accordance with Pittsylvania County Code § 35-223. (Staff Contact: Emily Ragsdale)
- 11. ADJOURNMENT**

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF ZONING APPEALS EXECUTIVE SUMMARY

Action Item

Agenda Title:	MONTH Board Meeting Minutes Approval		
Staff Contact(s):			
Agenda Date:	August 12, 2024	Item Number:	6.a.
Attachment(s):	1.	BZA Minutes 06102024 (1)	
Reviewed By:			

SUMMARY:

FINANCIAL IMPACT AND FUNDING SOURCE:

RECOMMENDATION:

MOTION:

**BOARD OF ZONING APPEALS
REGULAR MEETING
Monday, June 10, 2024 - 6:00 PM**

**Board Meeting Room
39 Bank Street, SE,
Chatham, Virginia 24531**

MINUTES

1. CALL TO ORDER

Mr. Merricks Called the Meeting to Order at 6:00 PM

2. ROLL CALL

The following Board Members were present:

Member Allan Easley
Member Joseph Craddock
Member Carroll Yeaman
Member Ryland Brumfield
Member Ronald Merricks

The following Board Members were absent:

Anna Warren
Hersel Stone

3. MOMENT OF SILENCE

The Board observed a moment of silence.

4. PLEDGE OF ALLEGIANCE

The Board recited the Pledge of Allegiance.

5. APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT: APPROVE

MOVER: Carroll Yeaman

SECONDER: Ryland Brumfield

AYES: Ronald Merricks, Joseph Craddock, Ryland Brumfield, Allan Easley, Carroll Yeaman

NOES: None

ABSTAIN: None

6. APPROVAL OF MINUTES

Motion to approve minutes.

RESULT: APPROVE

MOVER: Allan Easley

SECONDER: Carroll Yeaman

AYES: Ronald Merricks, Joseph Craddock, Ryland Brumfield, Allan Easley, Carroll Yeaman

NOES: None

ABSTAIN: None

- a. May Board Meeting Minutes Approval (Staff Contact: Emily Ragsdale)
- a. May Board Meeting Minutes Approval

7. OLD BUSINESS

There was no old business

8. NEW BUSINESS

Mrs. Emily Ragsdale did report that there will not be a Board of Zoning meeting in July 2024. Mr. Merricks did ask about the new ordinance. Mrs. Ragsdale started there will be a work session meeting with the Board of Supervisors at their meeting next week. At the last joint work session, the Board requested some changes to the campground ordinance. Staff would be presenting some updates and options. She stated it was anticipated to be advertised for the entire month of July. The proposed update would be heard by the Planning Commission Meeting in August and the Board of Supervisors at their meeting in September. This is the tentative adoption schedule.

9. CHAIRMAN'S REPORT

There was no Chairman's report

10. PUBLIC HEARING

Pursuant to Article V, Division 7 of the Pittsylvania County Zoning Ordinance, we the Board of Zoning Appeals have been empowered to hear and decide specific applications and appeals in support of said ordinance. 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, other than the applicant, regarding zoning cases will be limited to (3) three minutes.

PUBLIC HEARING

- a. Case S-24-007 Reuben Popp; Special Use Permit for the placement of a single-wide mobile home in accordance with Pittsylvania County Code § 35-223. (Staff Contact: Emily Ragsdale)
- a. Case S-24-007 Reuben Popp; Special Use Permit for the placement of a

single-wide mobile home in accordance with Pittsylvania County Code § 35-223.

Mr. Merricks opened the public hearing at 6:04 p.m. Mrs. Emily Ragsdale, Director of Community Development, reported that Reuben Popp had petitioned for a Special Use Permit on 5.93 acres to allow for a single-wide mobile home. There was no opposition. Mr. Merricks closed the public hearing at 6:06 p.m. A motion was made by Mr. Craddock, seconded by Mr. Brumfield to recommend the Special Use Permit be granted.

RESULT: **APPROVE**
MOVER: Joseph Craddock
SECONDER: Ryland Brumfield
AYES: Ronald Merricks, Joseph Craddock, Ryland Brumfield, Allan Easley, Carroll Yeaman
NOES: None
ABSTAIN: None

- b. Case S-24-008 Verizon Wireless / Joan Saucier; Special Use Permit for the placement of a cell tower in accordance with Pittsylvania County Code § 35-223. (Staff Contact: Emily Ragsdale)
- b. Case S-24-008 Verizon Wireless / Joan Saucier; Special Use Permit for the placement of a cell tower in accordance with Pittsylvania County Code § 35-223.

Mr. Merricks opened the public hearing at 6:06 p.m. Mrs. Emily Ragsdale, Director of Community Development, reported that Verizon Wireless / Joan Saucier, had petitioned for a Special Use Permit on 13.00 acres to allow for placement of a cell tower in accordance with Pittsylvania County. There was no opposition. Mr. Merricks closed the public hearing at 6:08 p.m. A motion was made by Mr. Easley, seconded by Mr. Yeaman to recommend the Special Use Permit be granted.

RESULT: **APPROVE**
MOVER: Allan Easley
SECONDER: Carroll Yeaman
AYES: Ronald Merricks, Joseph Craddock, Ryland Brumfield, Allan Easley, Carroll Yeaman
NOES: None
ABSTAIN: None

11. ADJOURNMENT

The meeting was adjourned the at 6:09 p.m.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF ZONING APPEALS

EXECUTIVE SUMMARY

Public Hearing

Agenda Title:	Case S-24-010 Christopher Mims; Special Use Permit for the placement of a single-wide manufactured home in accordance with Pittsylvania County Code § 35-223.						
Staff Contact(s):	Emily Ragsdale						
Agenda Date:	August 12, 2024	Item Number:	10.a.				
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>S-24-010 Chris Mims App</td> </tr> <tr> <td>2.</td> <td>S-24-010 Chris Mims map</td> </tr> </table>			1.	S-24-010 Chris Mims App	2.	S-24-010 Chris Mims map
1.	S-24-010 Chris Mims App						
2.	S-24-010 Chris Mims map						
Reviewed By:							

SUMMARY:

SUBJECT

Requested by Christopher Mims, Contract Purchaser, for a Special Use Permit for the placement of a singlewide manufactured home in accordance with Pittsylvania County Code § 35-223. The property is 1.46 acres, located on State Road 1016/Neal Davis Road in the Dan River Election District and shown on the Tax Maps as GPIN # 2368-25-2618.

BACKGROUND/DISCUSSION

Christopher Mims is requesting a Special Use Permit to allow for the placement of a single-wide mobile home on the property to be used as a personal residence. PCC § 35-223 requires a Special Use Permit for mobile homes under the R-1 zoning classification. The property is currently vacant. There are other mobile homes in the general area. If a Special Use Permit is granted, all applicable setback requirements and Building Code regulations would have to be met before the mobile home could be placed on the property.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING OF SURROUNDING PROPERTIES

Mostly surrounded by A-1, Agricultural District, and R-1, Residential Suburban

Subdivision District zoned properties.

SITE DEVELOPMENT PLAN

N/A

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

Staff recommends APPROVAL of Case S-24-010 as submitted.

On July 2, 2024, the Planning Commission recommended by a 6-0 vote, with no opposition, that the petitioner's request be granted.

MOTION:

1. Recommend approval of Case S-24-010 as submitted.
2. Recommend approval of Case S-24-010 subject to conditions by the Board of Zoning Appeals.
3. Recommend denial of Case S-24-010 as submitted.

STAFF SUMMARY

<u>CASE</u> S-24-010	<u>ZONING REQUEST</u> SUP	<u>CYCLE</u> July 2024/Aug 2024
<u>SUBJECT/PROPOSAL/REQUEST</u> Chris Mims is requesting a Special Use Permit for the placement of a single-wide mobile home.		PLANNING COMMISSION: July 2, 2024 BOARD OF ZONING APPEALS: Aug 12, 2024
DISTRICT: Dan River Election District		ADVERTISED: June 19 & 26, 2024 and July 24 & 31, 2024

SUBJECT

Requested by Christopher Mims, Contract Purchaser, for a Special Use Permit for the placement of a singlewide manufactured home in accordance with Pittsylvania County Code § 35-223. The property is 1.46 acres, located on State Road 1016/Neal Davis Road in the Dan River Election District and shown on the Tax Maps as GPIN # 2368-25-2618.

BACKGROUND/DISCUSSION

Christopher Mims is requesting a Special Use Permit to allow for the placement of a single-wide mobile home on the property to be used as a personal residence. PCC § 35-223 requires a Special Use Permit for mobile homes under the R-1 zoning classification. The property is currently vacant. There are other mobile homes in the general area. If a Special Use Permit is granted, all applicable setback requirements and Building Code regulations would have to be met before the mobile home could be placed on the property.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING OF SURROUNDING PROPERTIES

Mostly surrounded by A-1, Agricultural District, and R-1, Residential Suburban Subdivision District zoned properties.

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case S-24-010 as submitted.

PLANNING COMMISSION MOTIONS:

1. Recommend approval of Case S-24-010 as submitted.
2. Recommend approval of Case S-24-010 subject to conditions by the Planning Commission.
3. Recommend denial of Case S-24-010 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit

G. Adjacent Parcel Owners

**PITTSYLVANIA COUNTY
APPLICATION FOR SPECIAL USE PERMIT**

I, Chris Mims, as Contract Owner of the below described properties, hereby apply to the Pittsylvania County Board of Zoning Appeals to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Names: Chris Mims
Address: 732 Neal Davis Road, Ringgold, VA

Telephone: (434) 709-4726

2. Location of Property: Neal Davis Road

Total Amt: \$350.00

Taken By: JG *Cash*

3. Tax Map Number 2368-25-2618

4. Election District: Dan River

5. Size of Property: 1.46 acres

6. Existing Land Use: Vacant

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: Placement of a Single-wide mobile home

8. Check completed items:

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


Chris Mims

OFFICE USE ONLY
Application Deadline: 05/30/24
Received By: JKG
B.Z.A. Meeting Date: 08/12/24

Application No. S-24-010
P.C. Meeting Date: 07/02/24
Date Received: 05/24/24
Action: _____

June 03, 2024

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

Dear Mrs. Ragsdale:

I, Chris Mims, as Contract Owner, would like to apply to the Planning Commission/
Board of Zoning Appeals for a Special Use Permit on 1.46 acres, located on Neal Davis
Road, in the Dan River Election District. The property is shown on the Tax Maps as
GPIN # 2368-25-2618.

I would like to place a single-wide mobile home on the property.

Sincerely,


Chris Mims

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

A 1.46 acre parcel of land)
generally located on Neal Davis Road)
within the Dan River Election District and) **PETITION**
recorded as parcel # 2368-25-2618 in the)
Pittsylvania County tax records.)

TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner, Chris Mims, respectfully file 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 owner 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 R-1, Residential Suburban Subdivision District.
- (3) Your petitioner now desires to have a Special Use Permit issued for placement of a singlewide manufactured home in accordance with PCC § 35-223.

WHEREFORE, your Petitioner respectfully requests that the above-referenced parcel 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,


Chris Mims



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 S-24-010 Applicant  Date 06-14-24

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
2368-25-2848	Johnny Goad	692 Neal Davis Road	Ringgold, VA 24586
2368-16-8084	Johnny Goad	692 Neal Davis Road	Ringgold, VA 24586
236-15-9603	obert Shrewsberry	820 Neal Davis Road	Ringgold, VA 24586
2368-25-2514	Jacqueline Rogers	87 Scott Road	Providence, NC 27315
2368-25-9540	Hugh Wyatt	801 Neal Davis Road	Ringgold, VA 24586
2368-25-6661	Lloyd Sellers	705 Neal Davis Road	Ringgold, VA 24586
2368-25-6772	Roger Lee Burdette Jr.	461 Neal Davis Road	Ringgold, VA 24586

S-24-010 Chris Mirms

LAND PURCHASE AND SALE CONTRACT

I. **The Parties.** This Land Purchase and Sale Contract ("Agreement") made on May 18th, 2024 ("Effective Date"), is between:

Buyer: Christopher M. Mims ("Buyer") with a mailing address of 4264 Mount Tabor Rd Keeling VA 24566 who agrees to buy, and:

Seller: Lloyd M. & JUANITA YANCEY ("Seller") with a mailing address of 580 NEAL DAVIS Rd, Ringgold, VA who agrees to sell and convey the real property described in Section II. Buyer and Seller shall be collectively known as the "Parties."

II. **Legal Description.** The real property is described as vacant land with a total gross area of 1.46 Square Feet (SF) Acres (AC). The real property is further described as:

Street Address: 732 Neal Davis Rd Ringgold VA 24586
Tax Parcel Information: _____
Other Description: _____

III. **Earnest Money.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ 32,000⁰⁰ as consideration by September 30, 2024 at 5:30 AM PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted is is not required to be placed in a separate trust or escrow account in accordance with Governing Law.

IV. **Purchase Price and Terms.** The Buyer agrees to purchase the Property by payment of \$ 32,000⁰⁰ as follows: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than NA, 2024, at _____:____ AM PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

- Conventional Loan
- FHA Loan (Attach Required Addendums)
- VA Loan (Attach Required Addendums)
- Other: Vanderbilt Mortgage

- a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
- c.) On or before September 30, 2024 the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval is is not contingent on the lease, sale, or recording of another property;
- d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within 5 days from the date in Section IV(c);
- e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and
- f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) **Loan Amount:** \$ _____
- b.) **Down Payment:** \$ _____
- c.) **Interest Rate** (per annum): NA %
- d.) **Term:** _____ Months Years

e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20____. The Seller shall have until _____, 20____, to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

V. **Sale of Another Property.** Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon selling another property.

- **Shall be** contingent upon selling another property with a mailing address of _____ within _____ days from the Effective Date.

VI. **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of **Buyer** **Seller** **Both Parties**. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

VII. **Funds at Closing.** Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the state of Governing Law, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

VIII. **Closing.** This transaction shall be closed on September, 2024, at 5:30 AM PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

IX. **Survey.** Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey

("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than 5 business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within 5 business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

X. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XI. Title. Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 5 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 5 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

XII. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until September 30, 2024, at 5:30 AM PM.

After all inspections are completed, Buyer shall have until October 15, 2024, at 5:30 AM PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have 7 business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

XIII. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XIV. Appraisal. Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

- **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have 1 business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

XV. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVI. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within 14 business days with all parties being relieved of their obligations as set forth herein.

XVII. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

XVIII. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XIX. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section III. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XX. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

XXI. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of

the Earnest Money that the matter shall be submitted to mediation as provided in Section

XXII. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Governing Law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.
- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Governing Law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXIII. Governing Law. This Agreement shall be interpreted in accordance with the laws in the state of Virginia ("Governing Law").

XXIV. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any

copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXV. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVI. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXVII. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by September 30, 2024 at 5:30 AM PM.

XXVIII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer. Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXIX. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXX. Disclosures. It is acknowledged by the Parties that: (check one)

- There are **no attached** addendums to this Agreement.

- The following addendums **are attached**:

- Lead-Based Paint Disclosure Form

- _____

- _____

XXXI. Additional Terms and Conditions.

XXXII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the day and year first above written.

Buyer's Signature: *Christopher M. Mills* Date: 5-21-2024
Print: Christopher M. Mills

Buyer's Signature: _____ Date: _____
Print: _____

Seller's Signature: *Lloyd M. Yankee* Date: 5-21-2024
Print: Lloyd M. Yankee

Seller's Signature: *Juanita Yankee* Date: 5-21-2024
Print: JUANITA P. YANKEE

Agent's Signature: *N/A* Date: _____
Print: _____

Agent's Signature: *N/A* Date: _____
Print: _____

ArccGIS Web Map



5/31/2024 4:16:57 PM

