



**BOARD OF ZONING APPEALS  
REGULAR MEETING  
Monday, October 7, 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. September 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-24-013 David and Angela Hancock; Requesting a Special Use Permit for the placement of a doublewide manufactured home in accordance with Pittsylvania County Code § 35-223. (Staff Contact: Emily Ragsdale)

- b. Case S-24-014 Nathan and Sylvia Eshleman; Special Use Permit for a Slaughterhouse and Meat Processing Facility in accordance with PCC § 35-179. (Staff Contact: Emily Ragsdale)
- c. Case S-24-015 Richard Keen; Special Use Permit for the placement of a doublewide manufactured home in accordance with Pittsylvania County Code § 35-223 (Staff Contact: Emily Ragsdale)
- d. Case S-24-016 Jeanette Ross; Special Use Permit for the placement of a singlewide manufactured home in accordance with Pittsylvania County Code § 35-223. (Staff Contact: Emily Ragsdale)
- e. Case S-24-017 Epic Management Group VA, LLC; Special Use Permit for a residential addiction treatment group home in accordance with Pittsylvania County Code § 35-179 (Staff Contact: Emily Ragsdale)

**11. ADJOURNMENT**

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF ZONING APPEALS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	September Board Meeting Minutes Approval		
<b>Staff Contact(s):</b>			
<b>Agenda Date:</b>	October 7, 2024	<b>Item Number:</b>	6.a.
<b>Attachment(s):</b>	1.	BZA 09092024 Minutes	
<b>Reviewed By:</b>			

### SUMMARY:

### FINANCIAL IMPACT AND FUNDING SOURCE:

### RECOMMENDATION:

### MOTION:

**BOARD OF ZONING APPEALS  
REGULAR MEETING  
Monday, September 9, 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 Hershel Stone

Member Allan Easley

Member Carroll Yeaman

Member Ronald Merricks

Member Joseph Craddock

Member Anna Warren

Member Ryland Brumfield

The following Board Members were absent:

**3. MOMENT OF SILENCE**

The Board reserved 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:** Hershel Stone

**AYES:** Ronald Merricks, Joseph Craddock, Ryland Brumfield, Allan Easley,  
Hershel Stone, Anna Warren, Carroll Yeaman

**NOES:** None

**ABSTAIN:** None

**6. APPROVAL OF MINUTES**

- a. August Board Meeting Minutes Approval (Staff Contact: )
- a. August Board Meeting Minutes Approval  
Motion to approve minutes.

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

## 7. OLD BUSINESS

Mrs. Ragsdale, reported that the proposed Zoning Ordinance will go before the Planning Commission on October 01, 2024, and unless it's postponed to a different meeting, will go before the Board of Supervisors on November 14, 2024 for adoption.

## 8. NEW BUSINESS

- a. A-24-001 Landmark Asset Services, Inc.; Appeal of a decision or determination made by the Pittsylvania County Zoning Administrator (Staff Contact: Emily Ragsdale)
- a. A-24-001 Landmark Asset Services, Inc.; Appeal of a decision or determination made by the Pittsylvania County Zoning Administrator  
Mrs. Ragsdale, informed the board of an appeal for a plat that was submitted for her review by Landmark Service for the Lofts at the old Blairs Middle School. The plat showed a proposed line subdividing what used to be the old auditorium from the rest of the building. She stated that the owner said they did this for financial reasons. The applicant has a loan through Virginia Housing. Mrs. Ragsdale stated that the applicant said Virginia Housing is requiring them to separate the commercial portion from the residential portion of the building. The required side setbacks for RMF, Residential Multi-Family District, were unable to be met, so their plat was denied. Mrs. Ragsdale stated that she did discuss a variance and determined that this did not meet the requirements due to the need being strictly financial and not having anything to do with the size or shape of the lot. Landmark Services was not present to represent the case. There was no opposition. Mr. Merricks closed the public hearing at 6:11 p.m. A motion was made by Mr. Easley and seconded by Mr. Stone to recommend that the Zoning Administrator's decision be affirmed.

**RESULT:** **AFFIRMED**  
**MOVER:** Allen Easley  
**SECONDER:** Hershel Stone  
**AYES:** Ronald Merricks, Joseph Craddock, Ryland Brumfield,  
Allan Easley, Hershel Stone, Anna Warren, Carroll

Yeaman

**NOES:** None

**ABSTAIN:** None

**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.

- a. Case S-24-012 Arcola Towers; Special Use Permit for placement of a cell tower in accordance with Pittsylvania County Code § 35-179. (Staff Contact: Emily Ragsdale)
- a. Case S-24-012 Arcola Towers; Special Use Permit for placement of a cell tower in accordance with Pittsylvania County Code § 35-179. Mr. Merricks opened the public hearing at 6:11 p.m. Mrs. Ragsdale, Director of Community Development, reported that Arcola Towers, had petitioned for a Special use Permit on 45.06 acres to allow the placement of a cell tower in accordance with Pittsylvania County Code § 35-223. There was no opposition. Mr. Merricks closed the public hearing at 6:16 p.m. A motion was made by Mr. Yeaman and seconded by Mr. Brumfield to recommend the Special Use Permit be granted.

**RESULT:** **APPROVE**

**MOVER:** Carroll Yeaman

**SECONDER:** Ryland Brumfield

**AYES:** Ronald Merricks, Joseph Craddock, Ryland Brumfield, Allan Easley, Hershel Stone, Anna Warren, Carroll Yeaman

**NOES:** None

**ABSTAIN:** None

**11. ADJOURNMENT**

Mr. Merricks adjourned the meeting at 6:17 PM.



# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF ZONING APPEALS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case S-24-013 David and Angela Hancock; Requesting a Special Use Permit for the placement of a doublewide manufactured home in accordance with Pittsylvania County Code § 35-223.						
<b>Staff Contact(s):</b>	Emily Ragsdale						
<b>Agenda Date:</b>	October 7, 2024	<b>Item Number:</b>	10.a.				
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>S-24-013 David Hancock App</td> </tr> <tr> <td>2.</td> <td>S-24-013 David Hancock Map</td> </tr> </table>			1.	S-24-013 David Hancock App	2.	S-24-013 David Hancock Map
1.	S-24-013 David Hancock App						
2.	S-24-013 David Hancock Map						
<b>Reviewed By:</b>							

#### **SUMMARY:**

#### **SUBJECT**

Requested by David and Angela Hancock for a Special Use Permit for the placement of a doublewide manufactured home in accordance with Pittsylvania County Code § 35-223. The property is 0.69 acres, located on State Road 703/Irish Road in the Tunstall Election District and shown on the Tax Maps as GPIN # 1494-70-9549.

#### **BACKGROUND/DISCUSSION**

David and Angela Hancock are requesting a Special Use Permit to allow for the placement of a doublewide manufactured 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-24-013 as submitted.

On September 3, 2024, the Planning Commission recommended by a 7-0 vote, with no opposition, that the petitioner's request be granted.

**MOTION:**

1. Recommend approval of Case S-24-013 as submitted.
2. Recommend approval of Case S-24-013 subject to conditions by the Board of Zoning Appeals.
3. Recommend denial of Case S-24-013 as submitted.

## STAFF SUMMARY

<b><u>CASE</u></b> S-24-013	<b><u>ZONING REQUEST</u></b> SUP	<b><u>CYCLE</u></b> September 2024/October 2024
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> David and Angela Hancock are requesting a Special Use Permit for the placement of a doublewide manufactured home.		<b>PLANNING COMMISSION:</b> September 3, 2024  <b>BOARD OF ZONING APPEALS:</b> October 7, 2024  <b>ADVERTISED:</b> August 14 & 21, 2024 and September 18 & 25, 2024
<b>DISTRICT:</b> Tunstall Election District		

### **SUBJECT**

Requested by David and Angela Hancock for a Special Use Permit for the placement of a doublewide manufactured home in accordance with Pittsylvania County Code § 35-223. The property is 0.69 acres, located on State Road 703/Irish Road in the Tunstall Election District and shown on the Tax Maps as GPIN # 1494-70-9549.

### **BACKGROUND/DISCUSSION**

David and Angela Hancock are requesting a Special Use Permit to allow for the placement of a doublewide manufactured 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-24-013 as submitted.

### **PLANNING COMMISSION MOTIONS:**

1. Recommend approval of Case S-24-013 as submitted.
2. Recommend approval of Case S-24-013 subject to conditions by the Planning Commission.
3. Recommend denial of Case S-24-013 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, David Hancock, as 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: David Hancock  
Address: 3092 Irish Road, Chatham, VA

Telephone: (540) 266-2897

2. Location of Property: Irish Road

Total Amt: \$350.00

Taken By: CB

3. Tax Map Number 1494-70-9549

4. Election District: Tunstall

5. Size of Property: 0.69 acres

6. Existing Land Use: Vacant

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: Placement of a Doublewide manufactured 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.*



David Hancock

OFFICE USE ONLY

Application Deadline: 07/25/24

Received By: JKG

B.Z.A. Meeting Date: 10/07/24

Application No. S-24-013

P.C. Meeting Date: 09/3/24

Date Received: 07/12/24

Action: \_\_\_\_\_

July 17, 2024

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

Dear Mrs. Ragsdale:

I, David Hancock, would like to apply to the Planning Commission/ Board of Zoning Appeals for a Special Use Permit on .69 acres, located on State Road 703/Irish Road, in the Tunstall Election District. The property is shown on the Tax Maps as GPIN # 1494-70-9549.

I would like to place a Doublewide manufactured home on the property.

Sincerely,

  
David Hancock

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

A 0.69 acre parcel of land )  
generally located on State Road 703/Irish Road )  
within the Tunstall Election District and ) **PETITION**  
recorded as parcel # 1494-70-9549 in the )  
Pittsylvania County tax records. )

**TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:**

WHEREAS, your Petitioner, David Hancock, 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 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 double-wide 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,

  
David Hancock

# 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 S-24-013 Applicant Don Lee Howard Date 8-13-24

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
1494-80-1334	Thomas Tuck	3121 Irish Road	Chatham, VA 24531
1494-80-2420	Thomas Tuck	3121 Irish Road	Chatham, VA 24531
1494-60-6967	Maxey Properties, LLC	1353 Jones Mill Rd	Chatham, VA 24531
1494-70-8521	Eduardo Delgado	260 Eastwood Dr.	Danville, VA 24540

S-24-013 David Hancock



# ArcGIS Web Map



# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF ZONING APPEALS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case S-24-014 Nathan and Sylvia Eshleman; Special Use Permit for a Slaughterhouse and Meat Processing Facility in accordance with PCC § 35-179.						
<b>Staff Contact(s):</b>	Emily Ragsdale						
<b>Agenda Date:</b>	October 7, 2024	<b>Item Number:</b>	10.b.				
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>S-24-014 Nathan Eshleman App</td> </tr> <tr> <td>2.</td> <td>S-24-014 Nathan Eshleman MAP</td> </tr> </table>			1.	S-24-014 Nathan Eshleman App	2.	S-24-014 Nathan Eshleman MAP
1.	S-24-014 Nathan Eshleman App						
2.	S-24-014 Nathan Eshleman MAP						
<b>Reviewed By:</b>							

#### **SUMMARY:**

##### **SUBJECT**

Requested by Nathan Eshleman, for a Special Use Permit to allow for a slaughterhouse/meat processing facility in accordance with Pittsylvania County Code § 35-223. The property is 8.41 acres, located on State Road 40/East Gretna Road in the Callands-Gretna Election District and shown on the Tax Maps as GPIN # 2560-10-8235.

##### **BACKGROUND/DISCUSSION**

Nathan Eshleman is requesting a Special Use Permit for a Slaughterhouse and Meat Processing Facility in accordance with PCC § 35-179. The applicant is proposing to process game (deer, etc.) and livestock. The applicant has submitted a site plan showing the existing structure on the property being used as the meat processing facility, required parking locations, and the existing 10,000 gallon drain tank that will be utilized for the disposal of waste created during the processing process. The applicant is proposing to use the existing entrance; however, VDOT will need to evaluate the entrance to ensure it meets any requirements for a commercial use. According to VDOT, this use would likely qualify for low volume commercial entrance. This would have to meet sight distance requirements before a permit for the existing entrance could be issued. Based on the amount of road frontage that the subject property has, VDOT does not feel that the requirements cannot be met. The applicant is proposing to use the existing septic and drain tank located on the property. He has had

conversations with the Town of Chatham regarding their ability to take the waste created by the proposed facility at their wastewater treatment facility. The Town of Chatham stated that they do have the capacity and ability; however, all waste would have to be tested to ensure the Biochemical Oxygen Demand numbers were acceptable prior to the waste entering the facility. Plans for the building renovations are included in the packet as well. The building will have to meet all requirements of the Uniform Statewide Building Code.

**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**

Included.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

Staff recommends APPROVAL of Case S-24-014 with the following conditions:

1. The facility must remain in compliance with all applicable State and Federal Regulations.
2. All waste must be disposed of in an approved manner and accepted by a facility that can accommodate and properly treat such waste.
3. All Building Code requirements shall be met
4. All outdoor holding areas shall be screened from adjacent properties in accordance with PCC § 35-121

On September 3, 2024, the Planning Commission recommended by a 7-0 vote, with opposition, that the petitioners' request be granted with the conditions by Staff and the following two additional conditions:

1. If the applicant wishes to expand operations, they must come back through the public process for approval.
2. Carcasses must be disposed of in accordance with State Code.

**MOTION:**

1. Recommend approval of Case S-24-014 as submitted.
2. Recommend approval of Case S-24-014 subject to conditions recommended by staff.
3. Recommend approval of Case S-24-014 subject to conditions by the Board of Zoning Appeals.
4. Recommend denial of Case S-24-014 as submitted.

## STAFF SUMMARY

<b><u>CASE</u></b> S-24-014	<b><u>ZONING REQUEST</u></b> SUP	<b><u>CYCLE</u></b> September 2024/October 2024
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Nathan Eshleman is requesting a Special Use Permit to allow for a slaughterhouse/meat processing facility.		<b>PLANNING COMMISSION:</b> September 3, 2024
<b>DISTRICT:</b> Callands-Gretna Election District		<b>BOARD OF ZONING APPEALS:</b> October 7, 2024
		<b>ADVERTISED:</b> August 14 & 21, 2024 and September 18 & 25, 2024

### **SUBJECT**

Requested by Nathan Eshleman, for a Special Use Permit to allow for a slaughterhouse/meat processing facility in accordance with Pittsylvania County Code § 35-223. The property is 8.41 acres, located on State Road 40/East Gretna Road in the Callands-Gretna Election District and shown on the Tax Maps as GPIN # 2560-10-8235.

### **BACKGROUND/DISCUSSION**

Nathan Eshleman is requesting a Special Use Permit for a Slaughterhouse and Meat Processing Facility in accordance with PCC § 35-179. The applicant is proposing to process game (deer, etc.) and livestock. The applicant has submitted a site plan showing the existing structure on the property being used as the meat processing facility, required parking locations, and the existing 10,000 gallon drain tank that will be utilized for the disposal of waste created during the processing process. The applicant is proposing to use the existing entrance, however, VDOT will need to evaluate the entrance to ensure it meets any requirements for a commercial use. According to VDOT, this use would likely qualify for low volume commercial entrance. This would have to meet sight distance requirements before a permit for the existing entrance could be issued. Based on the amount of road frontage that the subject property has, VDOT does not feel that the requirements cannot be met. The applicant is proposing to use the existing septic and drain tank located on the property. He has had conversations with the Town of Chatham regarding their ability to take the waste created by the proposed facility at their wastewater treatment facility. The Town of Chatham stated that they do have the capacity and ability; however, all waste would have to be tested to ensure the Biochemical Oxygen Demand numbers were acceptable prior to the waste entering the facility. Plans for the building renovations are included in the packet as well. The building will have to meet all requirements of the Uniform Statewide Building Code.

### **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**

Included.

### **RECOMMENDATION**

Staff recommends APPROVAL of Case S-24-014 with the following conditions:

1. The facility must remain in compliance with all applicable State and Federal Regulations

2. All waste must be disposed of in an approved manner and accepted by a facility that can accommodate and properly treat such waste.
3. All Building Code requirements shall be met
4. All outdoor holding areas shall be screened from adjacent properties in accordance with PCC § 35-121

**PLANNING COMMISSION MOTIONS:**

1. Recommend approval of Case S-24-014 as submitted.
2. Recommend approval of Case S-24-014 subject to conditions recommended by staff.
3. Recommend approval of Case S-24-014 subject to conditions by the Planning Commission.
4. Recommend denial of Case S-24-014 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, Nathan Eshleman, as Owners of the below described property, 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: Nathan Eshleman  
Address: 6516 East Gretna Road, Gretna, VA 24557

Telephone: (717) 816-7139

2. Location of Property: Highway 40/East Gretna Road

Total Amt: \$ 350.00

Taken By: JG  
CK# 10578

3. Tax Map Number: 2560-10-8235

4. Election District: Callands-Gretna

5. Size of Property: 8.41 Acres

6. Existing Land Use: Single-Family Dwelling

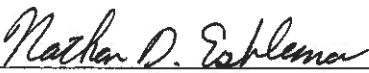
Existing Zoning: A-1, Agricultural District

7. Proposed Land Use: Slaughterhouse/Meat Processing Facility

8. Check completed items:

<input checked="" type="checkbox"/> Letter of Application	<input checked="" 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.*

  
\_\_\_\_\_  
Nathan Eshleman

OFFICE USE ONLY

Application Deadline: 07/25/24

Received By: ESR

B.Z.A. Meeting Date: 10/07/24

Application No. S-24-014

P.C. Meeting Date: 09/03/24

Date Received: 07/10/24

Action: \_\_\_\_\_

August 7, 2024

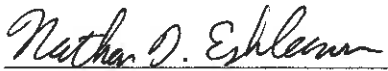
Mrs. Emily Ragsdale  
Director of Community Development  
P. O. Box 426  
Chatham, VA 24531

Dear Mrs. Ragsdale:

I, Nathan Eshleman, as Owners, would like to apply to the Planning Commission/ Board of Zoning Appeals for a Special Use Permit on 8.41 acres, located on 40/ East Gretna Road, in the Callands-Gretna Election District. The property is shown on the Tax Maps as GPIN # 2560-10-8235.

We would like a Special Use Permit to allow for a slaughterhouse/meat processing facility.

Sincerely,



Nathan D. Eshleman  
Nathan Eshleman



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

A 8.41 acre parcel of land )  
generally located on Highway 40/East Gretna Road )  
within the Callands-Gretna Election District and ) **PETITION**  
recorded as parcel # 2460-10-8235 in the Pittsylvania )  
County tax records. )

**TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:**

WHEREAS, your Petitioners, Nathan Eshleman, 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 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 a Special Use Permit issued to allow for a slaughterhouse/meat processing facility.

WHEREFORE, your Petitioners respectfully requests that the above-referenced parcel of land be issued a Special Use Permit 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,

  
\_\_\_\_\_  
Nathan Eshleman

# 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 524-014 Applicant Nathan D. Eble Date 8/12/24

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
2560-00-1732	Phillip Collier	3121 Irish Road	Gretna, VA 24557
2469-09-9056	Taylor Fowle	P. O Box 794	Gretna, VA 24557
2469-19-9124	Kevin Barksdale	383 Private Drive	Chesapeake, VA 45619
2469-29-7740	Lawrence Lamanca	725 Ambler Lane	Salem, VA 24153
2560-12-8662	Jennings Bates	105 Tates Mill Road	Gretna, VA 24557
2560-00-8964	Jennings Bates	105 Tates Mill Road	Gretna, VA 24557

S-24-014 Eshleman

# ArcGIS Web Map



8/6/2024, 4:55:47 PM

Addresses

Tax Parcels (All)

Assessed Parcels Labels

Assessed Parcels

Pittsylvania County

Route Numbers

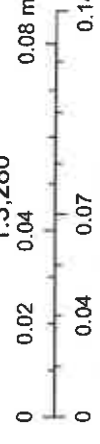
Streets

ALL OTHER

VDOT Posted Speed Limits on State-Maintained Roads

----- 55

1:3,280



Esri Community Maps Contributors, VGIN, © OpenStreetMap, Mi TomTom, Garmin, SafeGraph, GeoTechnologies, Inc. MET/NASA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, USGS, S Albus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NL



**SITE LOCATION PLAN** (SEE SK--2 FOR ENLARGED CONCEPT PLAN)  
NOT TO SCALE

PARCEL INFORMATION

OWNERS OF PARCEL: NATHAN & SYLVIA ESHLEMAN

- ① PARCEL ID: 2560-10-8235 - 8.41 AC.

SITE ADDRESS: 6672 E. GRETNA RD.  
GRETNA VA 24557  
STAUNTON RIVER MAGISTERIAL DISTRICT

PROPOSED SCOPE OF WORK:

EXISTING 40' x 80' POLE-BARN, STYLE BUILDING TO BE ADAPTED INTO A CUSTOM MEAT PROCESSING OPERATION.  
THE CURRENT SITE IS APPROX. .5 AC. AND INCLUDES EXISTING BUILDING, GRAVEL DRIVEWAY AND GRAVEL PARKING AREA.  
EXISTING INGRESS/EGRESS TO BE USED.

ZONE CODE: EXISTING  
(A-1) AGRICULTURAL DISTRICT

ZONE CODE CHANGE REQUEST:  
(A-1) AGRICULTURAL DISTRICT

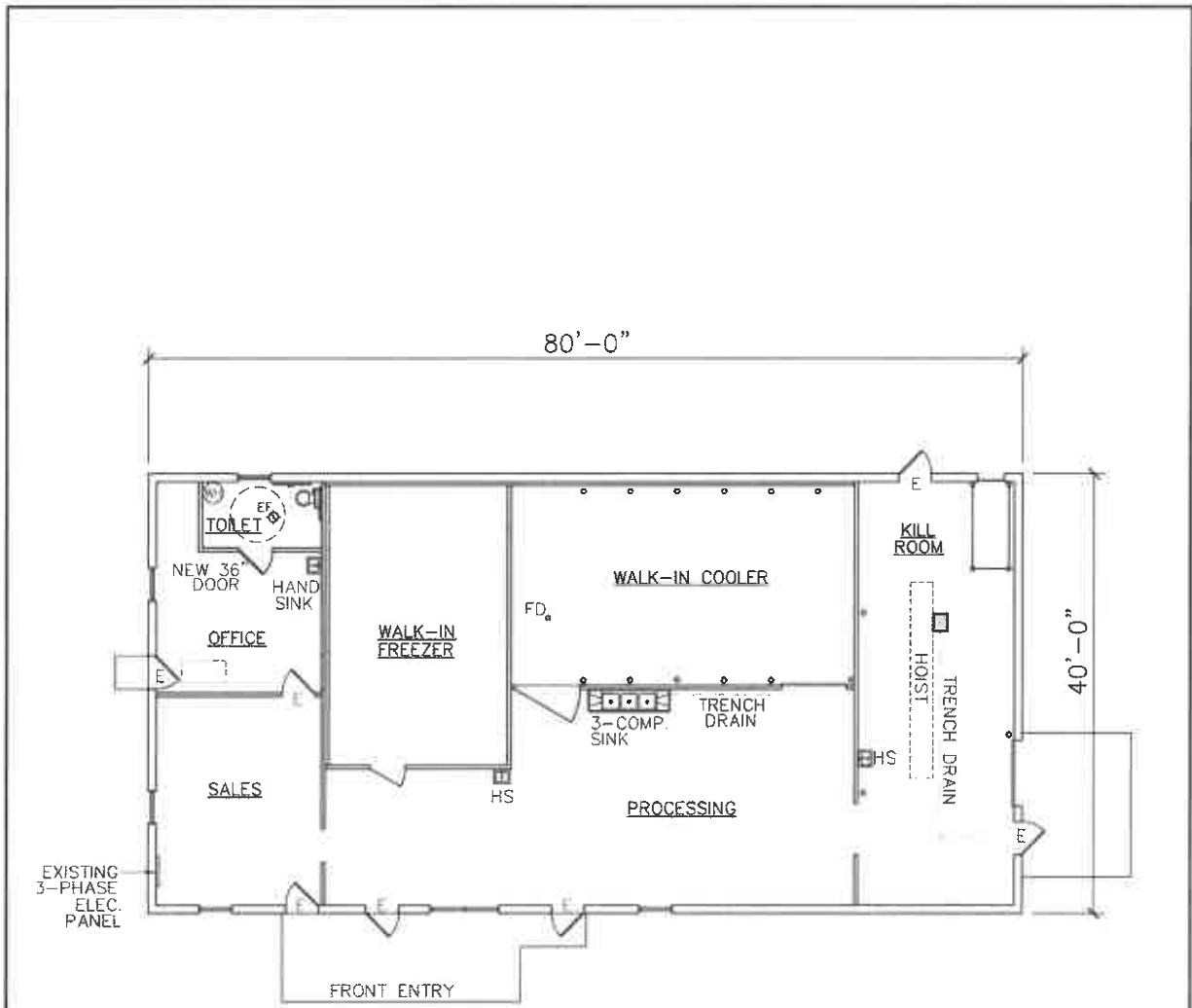
SPECIAL USE PERMIT: CUSTOM MEAT CUTTING OPERATION

NOTE: AERIAL IMAGE PROVIDED BY GOOGLE EARTH AND PITTSYLVANIA COUNTY GIS WEBSITE.

Wendy Bryant-Cook  
DRAFTING BY DESIGN  
PHONE: 434-489-4781  
wendy.draftingbydesign@gmail.com

**PROPOSED SITE LOCATION PLAN FOR:**  
**NATHAN & SYLVIA ESHLEMAN**  
**6672 E. GRETNA RD.**  
**GRETNA VA 24557**  
**MOBILE No. (717-816-7139)**

SHEET	SK-1 of 3
DATE	5/30/2024
FILE	2024-35
SCALE	NOT TO SCALE



**BUILDING PLAN**

SCALE: 3/32" = 1'-0"

3,200 S.F. - EXISTING BUILDING SQUARE FOOTAGE

NOTE: BUILDING IS EXISTING POLE-BARN STYLE CONSTRUCTION, 12' TALL WITH METAL INTERIOR AND EXTERIOR WALL/CEILING PANELS WITH 6" THICK CONCRETE SLAB. ALL ENTRY DOORS AND WINDOWS ARE 3' WIDE. EXISTING TOILET WILL BE RE-WORKED TO ACCOMMODATE 5' TURNING CIRCLE AND WILL INCLUDE GRAB BARS AND EXHAUST FAN.

BUILDING USE WILL BE A MEAT PROCESSING OPERATION.

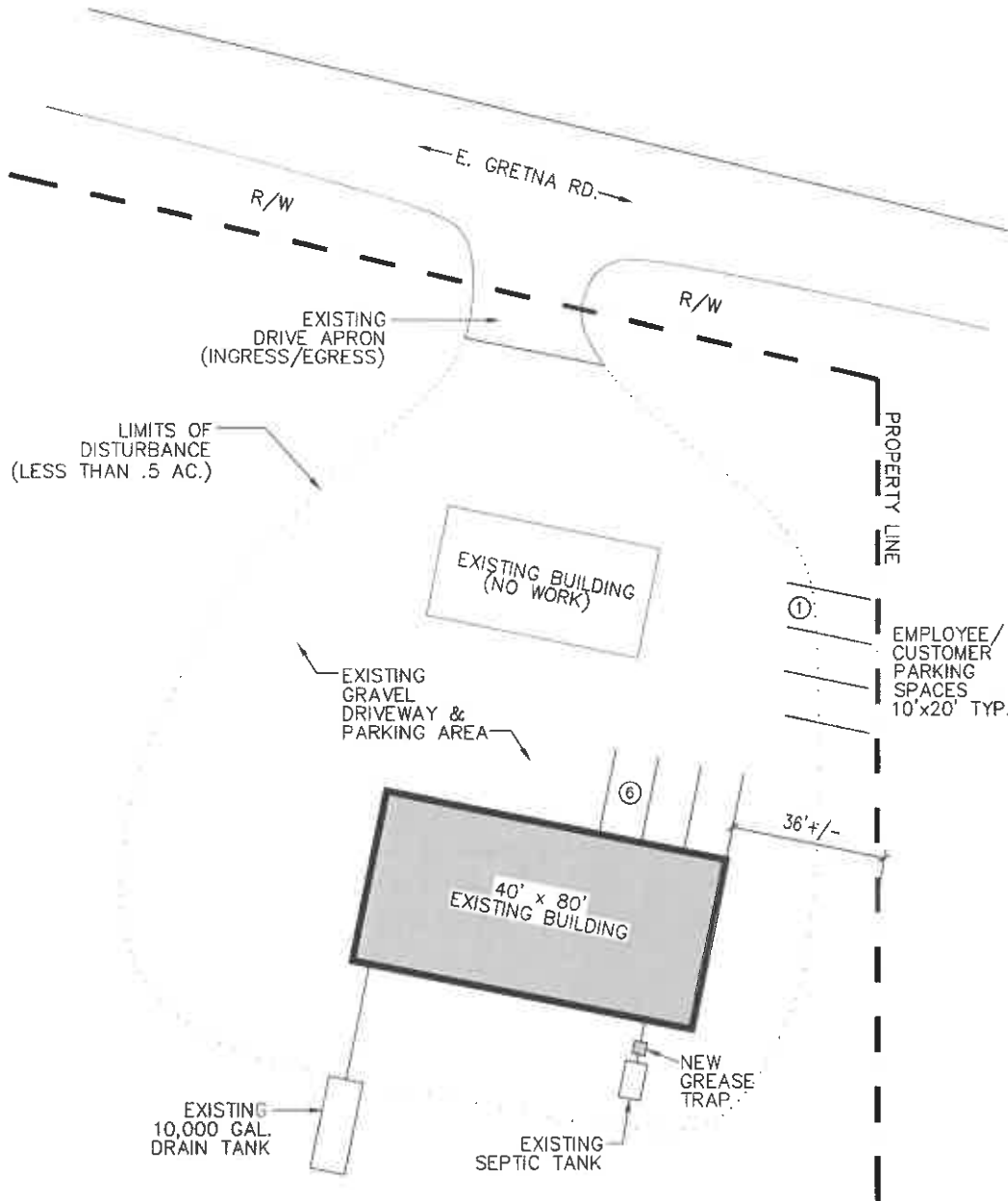
DRAWING IS FOR GRAPHIC PURPOSES.  
CONTRACTOR IS RESPONSIBLE FOR  
CONSTRUCTION COORDINATION AND  
CODE COMPLIANCE.

Wendy Bryant-Cook  
DRAFTING BY DESIGN  
PHONE: 434-489-4781  
wendy.draftingbydesign@gmail.com

**PROPOSED SITE LOCATION PLAN FOR:  
NATHAN & SYLVIA ESHLEMAN**

**6672 E. GRETNA RD.  
GRETNA VA 24557  
MOBILE No. (717-816-7139)**

SHEET  
SK-3 of 3  
DATE 5/30/2024  
FILE 2024-35  
SCALE  
NOT TO SCALE



**CONCEPT PLAN**

NOT TO SCALE

NOTE: SEE SK-3 FOR BUILDING PLAN

NOTE: AERIAL IMAGE PROVIDED BY GOOGLE EARTH AND PITTSYLVANIA COUNTY GIS WEBSITE.

Wendy Bryant-Cook  
**DRAFTING BY DESIGN**  
 PHONE: 434-489-4781  
 wendy.draftingbydesign@gmail.com

**PROPOSED CONCEPT PLAN FOR:**  
**NATHAN & SYLVIA ESHLEMAN**  
 6672 E. GREYNA RD.  
 GREYNA VA 24557  
 MOBILE No. (717-816-7139)

SHEET  
 SK-2 OF 3  
 DATE  
 5/30/2024  
 FILE  
 2024-35  
 SCALE  
 NOT TO SCALE

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF ZONING APPEALS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case S-24-015 Richard Keen; Special Use Permit for the placement of a doublewide manufactured home in accordance with Pittsylvania County Code § 35-223								
<b>Staff Contact(s):</b>	Emily Ragsdale								
<b>Agenda Date:</b>	October 7, 2024	<b>Item Number:</b>	10.c.						
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td colspan="2">S-24-015 Richard Keen App</td> </tr> <tr> <td>2.</td> <td colspan="2">S-24-015 Richard Keen Map</td> </tr> </table>			1.	S-24-015 Richard Keen App		2.	S-24-015 Richard Keen Map	
1.	S-24-015 Richard Keen App								
2.	S-24-015 Richard Keen Map								
<b>Reviewed By:</b>									

#### **SUMMARY:**

##### **SUBJECT**

Requested by Richard Keen, for a Special Use Permit for the placement of a doublewide manufactured home in accordance with Pittsylvania County Code § 35-223. The property is 1.0 acres, located on State Road 851/Sugartree Church Road in the Tunstall Election District and shown on the Tax Maps as GPIN # 1460-22-5355.

##### **BACKGROUND/DISCUSSION**

Richard Keen is requesting a Special Use Permit to allow for the placement of a doublewide 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-24-015 as submitted.

On September 3, 2024, the Planning Commission recommended by a 7-0 vote, with no opposition, that the petitioner's request be granted.

**MOTION:**

1. Recommend approval of Case S-24-015 as submitted.
2. Recommend approval of Case S-24-015 subject to conditions by the Board of Zoning Appeals.
3. Recommend denial of Case S-24-015 as submitted.

## STAFF SUMMARY

<b><u>CASE</u></b> S-24-015	<b><u>ZONING REQUEST</u></b> SUP	<b><u>CYCLE</u></b> September 2024/October 2024
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Richard Keen is requesting a Special Use Permit for the placement of a doublewide mobile home.		<b>PLANNING COMMISSION:</b> September 3, 2024
<b>DISTRICT:</b> Tunstall Election District		<b>BOARD OF ZONING APPEALS:</b> October 7, 2024
		<b>ADVERTISED:</b> August 14 & 21, 2024 and September 18 & 25, 2024

### **SUBJECT**

Requested by Richard Keen, for a Special Use Permit for the placement of a doublewide manufactured home in accordance with Pittsylvania County Code § 35-223. The property is 1.0 acres, located on State Road 851/Sugartree Church Road in the Tunstall Election District and shown on the Tax Maps as GPIN # 1460-22-5355.

### **BACKGROUND/DISCUSSION**

Richard Keen is requesting a Special Use Permit to allow for the placement of a doublewide 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-24-015 as submitted.

### **PLANNING COMMISSION MOTIONS:**

1. Recommend approval of Case S-24-015 as submitted.
2. Recommend approval of Case S-24-015 subject to conditions by the Planning Commission.
3. Recommend denial of Case S-24-015 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, Lewis T. Keen, as 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: Lewis T Keen  
Address: 2361 Sugartree Church Road, Danville, VA Telephone: (910) 527-8664

2. Location of Property: Sugartree Church Road

Total Amt: \$350.00

Taken By: JG Pd  
CK 1484

3. Tax Map Number 1460-22-5355

4. Election District: Tunstall

5. Size of Property: 1.00 acres

6. Existing Land Use: Vacant


Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: Placement of a double-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.*

  
\_\_\_\_\_  
Lewis T Keen

OFFICE USE ONLY

Application Deadline: 7/25/24

Received By: JKG

B.Z.A. Meeting Date: 10/07/24

Application No. S-24-015

P.C. Meeting Date: 09/03/24

Date Received: 07/12/24

Action: \_\_\_\_\_

Aug 09, 2024

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

Dear Mrs. Ragsdale:

I, Lewis T Keen, as Owner, would like to apply to the Planning Commission/ Board of Zoning Appeals for a Special Use Permit on 1.00 acres, located on State Route 851/Sugartree Church Road, in the Tunstall River Election District. The property is shown on the Tax Maps as GPIN # 1460-22-5355.

I would like to place a doublewide mobile home on the property.

Sincerely,

A handwritten signature in blue ink, appearing to read "L T Keen", written over a horizontal line.

Lewis T. Keen

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

A 1.00 acre parcel of land )  
generally located on Sugartree Church Road )  
within the Tunstall Election District and ) **PETITION**  
recorded as parcel # 1460-22-5355 in the )  
Pittsylvania County tax records. )

**TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:**

WHEREAS, your Petitioner, Lewis T. Keen, 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 doublewide 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,

  
\_\_\_\_\_  
Lewis T. Keen



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.

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.

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.

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.

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

Case S-24-015 Applicant [Signature] Date 8/14/24

# ArcGIS Web Map





Sugartree Church Road  
STATE ROUTE NO. 851  
(40' R/W)

0.25 MILE TO  
STATE ROUTE 85.1  
INMAN ROAD

NOTE  
INGRESS/EGRESS TO LOT ①  
TO BE PROVIDED ALONG  
EXISTING ASPHALT DRIVE  
(EASEMENT TO BE  
20' IN WIDTH)

REFERENCE  
MB 43/511

146-A-92  
NICHARD L. KEEN  
1119/400



146-A-915  
J.R. R. WICKSON  
972/696  
MAP 515/1

TALL BENT  
POLE FOUND



LOT T  
1.000 ACRES



146-A-916  
SERVANT FORWARD LAW  
87/443  
MAP 877/888

SEAL OF SURVEY FOR  
SERVANT LAW  
MARCH 21 1980  
REWARD SURVEYING

PIPE END @ 24.07 53  
1.92' LEFT OF LINE  
(NOT USED)

146-A-914  
MADISON  
87/443  
MAP 877/888

470.00' (TOTAL) S 76°N 74° W

146-A-910

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF ZONING APPEALS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case S-24-016 Jeanette Ross; Special Use Permit for the placement of a singlewide manufactured home in accordance with Pittsylvania County Code § 35-223.								
<b>Staff Contact(s):</b>	Emily Ragsdale								
<b>Agenda Date:</b>	October 7, 2024	<b>Item Number:</b>	10.d.						
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td colspan="2">S-24-016 Jannette Ross Map</td> </tr> <tr> <td>2.</td> <td colspan="2">S-24-016 Jeanette Ross App</td> </tr> </table>			1.	S-24-016 Jannette Ross Map		2.	S-24-016 Jeanette Ross App	
1.	S-24-016 Jannette Ross Map								
2.	S-24-016 Jeanette Ross App								
<b>Reviewed By:</b>									

#### **SUMMARY:**

##### **SUBJECT**

Requested by P Michael Miller and Jeanette Ross, for a Special Use Permit for the placement of a singlewide manufactured home in accordance with Pittsylvania County Code § 35-223. The property is 6.02 acres, located on State Road 964/Davis Drive in the Dan River Election District and shown on the Tax Maps as GPIN # 2346-37-2514.

##### **BACKGROUND/DISCUSSION**

Jeanette Ross is requesting a Special Use Permit to allow for the placement of a singlewide 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 Medium to High Density 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-24-016 as submitted.

On September 3, 2024, the Planning Commission recommended by a 7-0 vote, with opposition, that the petitioners' request be granted.

**MOTION:**

1. Recommend approval of Case S-24-016 as submitted.
2. Recommend approval of Case S-24-016 subject to conditions by the Board of Zoning Appeals.
3. Recommend denial of Case S-24-016 as submitted.

Sept / Oct

Doublewide

Jeanette Ross

ArcGIS Web Map



## STAFF SUMMARY

<u>CASE</u>	<u>ZONING REQUEST</u>	<u>CYCLE</u>
S-24-016	SUP	September 2024/October 2024
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Jeanette Ross is requesting a Special Use Permit for the placement of a single-wide mobile home.  <b>DISTRICT:</b> Dan River Election District		<b>PLANNING COMMISSION:</b> September 3, 2024  <b>BOARD OF ZONING APPEALS:</b> October 7, 2024  <b>ADVERTISED:</b> August 14 & 21, 2024 and September 18 & 25, 2024

### **SUBJECT**

Requested by P Michael Miller and Jeanette Ross, for a Special Use Permit for the placement of a singlewide manufactured home in accordance with Pittsylvania County Code § 35-223. The property is 6.02 acres, located on State Road 964/Davis Drive in the Dan River Election District and shown on the Tax Maps as GPIN # 2346-37-2514.

### **BACKGROUND/DISCUSSION**

Jeanette Ross is requesting a Special Use Permit to allow for the placement of a singlewide 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 Medium to High Density 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-24-016 as submitted.

### **PLANNING COMMISSION MOTIONS:**

1. Recommend approval of Case S-24-016 as submitted.
2. Recommend approval of Case S-24-016 subject to conditions by the Planning Commission.
3. Recommend denial of Case S-24-016 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, Jeannette Ross, as 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: Jeannett Ross

Address: Davis Drive Ringgold, VA

Telephone: (434) 429-5157

2. Location of Property: Davis Drive, Ringgold

Total Amt: \$350.00

Taken By: JP paid

3. Tax Map Number: 2346-37-2514

OK# 333

4. Election District: Dan River

5. Size of Property: 6.02 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.*



Jeannette Ross

OFFICE USE ONLY

Application Deadline: 7/25/24

Received By: JKG

B.Z.A. Meeting Date: 10/07/24

Application No. S-24-016

P.C. Meeting Date: 09/03/24

Date Received: 07/12/24

Action: \_\_\_\_\_

February 29, 2024

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

Dear Mrs. Ragsdale:

I, Jeannette Ross, as Owner, would like to apply to the Planning Commission/ Board of Zoning Appeals for a Special Use Permit on 4.98 acres, located on State Road 694/Davis Drive, in the Dan River Election District. The property is shown on the Tax Maps as GPIN # 2346-37-2514.

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

Sincerely,

  
Jeannette Ross



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

A 6.02 acre parcel of land )  
generally located on Davis Drive )  
within the Dan River Election District and ) **PETITION**  
recorded as parcel # 2346-37-2514 in the )  
Pittsylvania County tax records. )

**TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:**

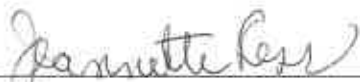
WHEREAS, your Petitioner, Jeannette Ross, respectfully file this petition pursuant to Sections 35-713 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the 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 single-wide 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,

  
\_\_\_\_\_  
Jeannette Ross



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.

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.

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.

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.

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

Case S-24-016 Applicant Jeannette Perry Date 8-13-2024

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
2346-27-8775	Paul Surratt	471 N. Park Street Porterville, CA 93257	
2346-57-5402	First Piedmont Corp.	P.O. Box 1069 Chatham, VA 24531	
2346-27-9330	Peggy Whitlow	700 Davis Drive Ringgold, VA 24586	
2346-26-5165	First Piedmont Corp.	P.O. Box 1069 Chatham, VA 24531	

S-24-016 Jeannett Ross

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF ZONING APPEALS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case S-24-017 Epic Management Group VA, LLC; Special Use Permit for a residential addiction treatment group home in accordance with Pittsylvania County Code § 35-179						
<b>Staff Contact(s):</b>	Emily Ragsdale						
<b>Agenda Date:</b>	October 7, 2024	<b>Item Number:</b>	10.e.				
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>S-24-017 Epic Management App</td> </tr> <tr> <td>2.</td> <td>S-24-017 Epic Management Map</td> </tr> </table>			1.	S-24-017 Epic Management App	2.	S-24-017 Epic Management Map
1.	S-24-017 Epic Management App						
2.	S-24-017 Epic Management Map						
<b>Reviewed By:</b>							

#### **SUMMARY:**

#### **SUBJECT**

Requested by Epic Management Group VA, LLC, for a Special Use Permit for a residential addiction treatment group home in accordance with Pittsylvania County Code § 35-179. The property is 5.50 acres, located on US Highway 29 in the Chatham-Blairs Election District and shown on the Tax Maps as GPIN # 2424-12-2824.

#### **BACKGROUND/DISCUSSION**

Epic Management Group VA LLC/Epic Health Partners is requesting a Special Use Permit on 5.50 acres to allow for a residential addiction treatment group home in accordance with Pittsylvania County Code § 35-179. This property has historically been used as a single-family dwelling. The applicant is proposing to operate a residential addiction treatment group home. The applicant has stated that the facility will have onsite supervision at all times, with a minimum staffing ratio of one direct service professional for every eight individuals. The applicant is proposing 16 beds at full capacity. A site plan has been submitted with the application.

#### **ZONING AND CURRENT USE OF SURROUNDING PROPERTIES**

Adjacent to A-1, Agricultural District, R-1, Residential Suburban Subdivision District, B-2, Business District, General, and M-2, Industrial District, Heavy, zoned

properties.

**SITE DEVELOPMENT PLAN**

Included.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

**RECOMMENDATION**

Staff recommends APPROVAL of Case S-24-017 with the following conditions:

1. The facility shall be limited to 16 residents at any given time.
2. All Building Code requirements shall be met.
3. Receive verification acceptable to the Virginia Department of Health ensuring that the existing septic is designed to accommodate the use at full capacity or connect to public sewer.
4. Remain in compliance with any State or Federal Regulations.

On September 3, 2024, the Planning Commission recommended by a 7-0 vote, with no opposition, that the petitioner's request be granted with the conditions by Staff.

**MOTION:**

1. Recommend approval of Case S-24-017 as submitted.
2. Recommend approval of Case S-24-017 with conditions by staff.
3. Recommend approval of Case S-24-017 with conditions by the Board of Zoning Appeals.
4. Recommend denial of Case S-24-017 as submitted.

## STAFF SUMMARY

<b>CASE</b> S-24-017	<b>ZONING REQUEST</b> SUP	<b>CYCLE</b> September 2024/October 2024
<b>SUBJECT/PROPOSAL/REQUEST</b> Epic Management Group VA LLC/Epic Health Partners requesting a Special Use Permit for a residential addiction treatment group home.		<b>PLANNING COMMISSION:</b> September 3, 2024  <b>BOARD OF ZONING APPEALS:</b> October 7, 2024
<b>DISTRICT:</b> Chatham-Blairs		<b>ADVERTISED:</b> August 14 & 21, 2024 and September 18 & 25, 2024

### **SUBJECT**

Requested by Epic Management Group VA, LLC, for a Special Use Permit for a residential addiction treatment group home in accordance with Pittsylvania County Code § 35-179. The property is 5.50 acres, located on US Highway 29 in the Chatham-Blairs Election District and shown on the Tax Maps as GPIN # 2424-12-2824.

### **BACKGROUND/DISCUSSION**

Epic Management Group VA LLC/Epic Health Partners is requesting a Special Use Permit on 5.50 acres to allow for a residential addiction treatment group home in accordance with Pittsylvania County Code § 35-179. This property has historically been used as a single-family dwelling. The applicant is proposing to operate a residential addiction treatment group home. The applicant has stated that the facility will have onsite supervision at all times, with a minimum staffing ratio of one direct service professional for every eight individuals. The applicant is proposing 16 beds at full capacity. A site plan has been submitted with the application.

### **ZONING AND CURRENT USE OF SURROUNDING PROPERTIES**

Adjacent to A-1, Agricultural District, R-1, Residential Suburban Subdivision District, B-2, Business District, General, and M-2, Industrial District, Heavy, zoned properties.

### **SITE DEVELOPMENT PLAN**

Included.

### **RECOMMENDATION**

Staff recommends APPROVAL of Case S-24-017 with the following conditions:

1. The facility shall be limited to 16 residents at any given time.
2. All Building Code requirements shall be met.
3. Receive verification acceptable to the Virginia Department of Health ensuring that the existing septic is designed to accommodate the use at full capacity or connect to public sewer.
4. Remain in compliance with any State or Federal Regulations.

### **PLANNING COMMISSION OPTIONS:**

1. Recommend approval of Case S-24-017 as submitted.
2. Recommend approval of Case S-24-017 with conditions by staff.
3. Recommend approval of Case S-24-017 with conditions by the Planning Commission.
4. Recommend denial of Case S-24-017 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/We, Epic Management Group VA, LLC (applicant), as Owner of the below described property, hereby apply to the Pittsylvania County Board of Zoning Appeals to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Brian K Walker & Michelle McGhee Phone: \_\_\_\_\_  
Address: 12433 US Hwy 29  
Chatham, Virginia ZIP 24531
  
2. Location of Property: 12433 US Hwy 29, Chatham, Virginia 24531
  
3. Tax Map Parcel Number: 2424-12-2824
  
4. Election District: District 1 Chatham-Blairs (Precinct 105 Chatham)
  
5. Size of Property: 5.5 acres acres/square feet  
Size of Proposed Special Use: 5.5 acres acres/square feet
  
6. Existing Land Use: Residential  
Existing Zoning: A-1
  
7. Proposed Land Use: Residential addiction treatment group home
  
8. Check completed items:  
 Letter of Application     Site Development Plan     Legal Forms  
 11" x 17" Concept Plan     Application Fee     Plat Map  
 List of Adjoining Properties
  
9. Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other person aggrieved. Such materials will be sent to the following email address, unless otherwise requested.  
sgould@pldlaw.com (Attorney for Applicant) (Email)

*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.*



**Applicant**

Sworn to and subscribed before me in my presence this 22 day of July, 2024, in my City and State aforesaid, by  Notary Public. My commission Expires: 04/30/2028

\*\*\*\*\*

OFFICE USE ONLY: Application No.: \_\_\_\_\_

Application Deadline: \_\_\_\_\_ P. C. Hearing Date: \_\_\_\_\_  
Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_  
B.Z.A. Hearing Date: \_\_\_\_\_ Action: \_\_\_\_\_

Stefanie E Jackson  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 8102312  
My Commission Expires 04/30/2028



July 25, 2024

Via Hand Delivery and Electronic Mail  
Emily Ragsdale, AICP, CZA, Director  
Community Development Office  
Pittsylvania County  
53 N. Main Street  
Chatham, Virginia 24531

Re: Application for Special Use Permit submitted by Epic Management Group VA, LLC

Dear Ms. Ragsdale:

Our firm represents Epic Management Group VA, LLC (the "Applicant"), which seeks a special use permit with respect to Tax Map Parcel Number 2424-12-2824 (the "Property") for operation of a residential addiction treatment group home.

### Application Materials

In support of this request, please find enclosed the following items (together, the "Application"):

- Application for Special Use Permit;
- Residential Contract of Purchase for the Property, which has been redacted in part;
- Petition to the Board of Zoning Appeals;
- 11"x17" Concept Plan, which features, among other items, designated off-street parking;
- Application Fee in the amount of \$350.00;
- List of Adjoining Properties; and
- Signed Affidavit.

Our intention has been to provide each item required for consideration of the Application. To the extent that any item has been overlooked, we will gladly and promptly supplement the enclosed documents.

### Relevant Background Information

The Applicant is owned by Cory Williams, a Pittsylvania County native with considerable experience in the field of mental health services. For nearly a decade, he has served as the chief executive officer of Danville-based Epic Health Partners, a behavioral health facility headquartered on Deer Run Road that provides needed assessments, both in the community and in a clinical setting.

Identifying a need for additional treatment services in our region, the Applicant is under contract to purchase the Property, which includes a five-bedroom, five-bathroom residence on roughly five acres. If approved by the Planning Commission and Board of Zoning Appeals, the Applicant will operate a residential addiction treatment group home from the Property, which is zoned Agricultural District, A-1.

Such facilities are both vital to a healthy, caring community and subject to strict regulation by the Commonwealth of Virginia's Department of Behavioral Health and Developmental Services ("DBHDS"). For example, they must have on-site supervision at all times, with a minimum staffing ratio of one direct service professional for every eight individuals being served. While the house may ultimately allow for up to 16 beds, the Commonwealth is expected to approve an initial capacity of 25%-50% of that figure in order to ensure compliance before any increase in beds occurs.

The house will provide a valuable residential setting for its residents, but treatment is not expected to occur on the Property. Instead, an employee will transport individuals to Epic Health's Deer Run Road location for all services.

The Applicant is confident that this project will not disrupt neighbors, even with residents leaving the Property for treatment. The area surrounded by the Property is not densely populated and already features a diverse mix of commercial, governmental, and educational uses (and is thus not exclusively residential in nature). Furthermore, no significant increase in traffic is expected to result from the project: between meeting the required staffing ratio and providing transport services, no more than two or three vehicles are expected be present on the Property at any given time, and residents will not have vehicles on the Property during their stays. (The enclosed Concept Plan satisfies all off-street parking requirements of Section 35-184.)

With the opening of the new jail facility for Pittsylvania County just down U.S. Highway 29, this corridor will also become one of the most monitored in the area, helping to ensure further that this project does not disrupt the community.

In sum, the Application proposes a use of the Property that will help to meet a very real need in our region without causing disruption to neighbors.

\* \* \*

Thank you in advance for your consideration of this Application. Should you or your staff have any questions, do not hesitate to let me know. We look forward to discussing the Application with the Planning Commission in September.

Sincerely,



Steven P. Gould

c: J. Vaden Hunt, Esq. (w/encls.) [via electronic mail]  
Epic Management Group VA, LLC (w/encls.) [via electronic mail]

PLDDR

VIRGINIA

:

BEFORE THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY

A 5.5 acre parcel of land, )  
generally located, 12433 US Hwy 29, Chatham )  
within the District 1 Chatham-Blairs )  
Election District, and recorded as )  
parcel # 2424-12-2824 in the )  
Pittsylvania County tax records. )

PETITION

TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner Epic Management Group VA, LLC respectfully files this petition pursuant to Section 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 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 A-1 Agricultural District.
- 3) Your petitioner now desires to have a Special Use Permit issued for the purpose of a residential addiction treatment group home.

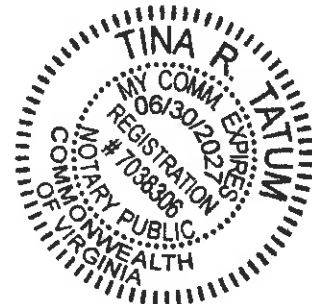
WHEREFORE, your petitioner respectfully requests that the above-referenced parcel of land be issued a Special Use Permit as set out in Number 3.

Further, your Petitioner respectfully requests that this petition be referred by the Secretary to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,

  
\_\_\_\_\_  
Petitioner

Sworn to and subscribed before me in my presence this 22 day of July, 2024, in my City and State aforesaid, by Tina R. Tatum Notary Public. My commission Expires: 6-30-27



# 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. 25-819. 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 with 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-24-012 Applicant C T Date 07/22/2024

Sworn to and subscribed before me in my presence this 22 day of July, 2024, in my City and State aforesaid, by  
[Signature] Notary Public. My commission Expires: 04/30/2028

Stefanie E Jackson  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 8102312  
My Commission Expires 04/30/2028

### 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 the site. Names and addresses are available in the County Tax Commissioners office in the Courthouse.

Petition Parcel # 2424-12-2824

Name: Beverly A . Grisales & Angela M. Varga GPIN: 2424-12-3825

Address: 3048 3rd Street, Holly Ridge, NC 28445

Name: Brian K Walker & Michelle McGhee GPIN: 2424-22-1501

Address: 12433 US Hwy 29N, Chatham, VA 24531

Name: Mary Ann Bumgarner McKinnon GPIN: 2424-13-5105

Address: 254 Blunk St., Plymouth, MI 48170

Name: Karen T. Motley & Linwood Terry Jr. GPIN: 2424-22-4598

Address: 6172 Strawberry Rd., Chatham, VA 24531

Name: Ricky D. & Debbie H. Carter GPIN: 2424-22-4487

Address: 1985 Kentuck Rd., Danville, VA 24540

Name: M & O Associates GPIN: 2424-22-5342

Address: 12500 US Hwy 29 , Chatham, VA 24531

Name: Lester Rental Properties LLC GPIN: 2424-22-5126

Address: 580 Stone Creek Rd., Danville, VA 24540

Name: \_\_\_\_\_ GPIN: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ GPIN: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ GPIN: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ GPIN: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ GPIN: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ GPIN: \_\_\_\_\_

Address: \_\_\_\_\_

**SPECIAL POWER OF ATTORNEY**

**Property Description (Tax Map Number, Street Address or Common Description, Borough):**

12433 US Hwy 29

Chatham, Virginia 24531

**Tax Map #** 2424-12-2824

I/we Epic Management Group VA, LLC, am/are:

the applicant for the above-referenced application

the owner(s) of the property described above

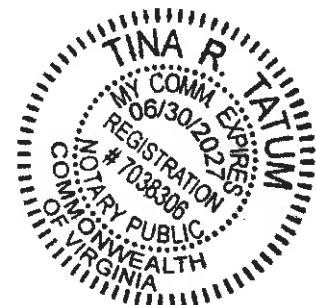
I/we do hereby make, constitute, and appoint Steven P. Gould, authorized agent of Epic Management Group VA, LLC, my/our true and lawful attorney-in-fact, and grant unto my/our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to 12433 US Hwy 29, Chatham, Virginia 24531, on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to a residential addiction treatment group home, on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

I/we ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to a residential addiction treatment group home, on the Property.

  
Owner:

Print Name Cory Williams, Manager

Commonwealth of Virginia City/County of Danville, to-wit:  
Subscribed and sworn to before me this 22 day of July, 2024, in my City and State aforesaid, by Tina R. Satterth Notary Public.  
My Commission Expires: 6-30-27





## 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.

<b>The Seller</b>	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.
<b>The Buyer</b>	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.
<b>The Buyer and The Seller</b>	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.
<b>Designated Licensees</b>	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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VIRGINIA ASSOCIATION OF REALTORS®  
DISCLOSURE OF DESIGNATED AGENCY OR REPRESENTATION\*  
IN A RESIDENTIAL REAL ESTATE TRANSACTION

Property Address (if applicable): 12433 US HIGHWAY 29  
CHATHAM VA 24631

The undersigned do hereby acknowledge disclosure that WILKINS FCO REALTORS  
(Brokerage Firm) represents more than one party in this residential real estate transaction:

Seller(s) and Buyer(s)       Landlord(s) and Tenant(s)

The undersigned understand that the foregoing dual agent or representative (Broker) may not disclose to either client or such client's designated agent or representative any information that has been given to the dual agent or representative by the other client within the confidence and trust of the brokerage relationship except for that information which is otherwise required or permitted by Article 3 (§ 54.1-2130 et seq.) of Chapter 21 of Title 54.1 of the Code of Virginia to be disclosed.

The principal or supervising broker has assigned DIRON CLEMENTS (Broker or Salesperson) to act as Designated Agent or Representative for the  Seller OR  Landlord as a (select one below):

Standard Agent OR  Limited Service Agent OR  Independent Contractor

The principal or supervising broker has assigned ROBERT CHENEY (Broker or Salesperson) to act as Designated Agent or Representative for the  Buyer OR  Tenant as a (select one below):

Standard Agent OR  Limited Service Agent OR  Independent Contractor

The undersigned by signing this notice do hereby acknowledge their consent to the disclosed designated representation by the licensee.

SELLER/LANDLORD

BUYER/TENANT

Brian K Walker 06/06/24  
Date Signature

DocuSigned by:  
[Signature]  
Date Signature F0B6FB773F6C4D3...

SELLER/LANDLORD

BUYER/TENANT

Michelle McGhee 06/06/24  
Date Signature

Date Signature

\*"Designated Agency" means representing a client as a standard agent or as a limited service agent. "Designated Representation" means representing a client as an independent contractor.

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VAR Form 103 Revised 07/16  
Reviewed 07/16



**VIRGINIA REALTORS®**  
**EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT**  
**(Standard Agency)**



(This is a legally binding contract; if not understood, seek competent advice before signing.)

This AGREEMENT made as of 5/1/24, by and between EPIC MANAGEMENT  
("Buyer"); and WILKINS & CO REALTORS ("Broker"), provides:

1. In consideration of the mutual covenants contained in this Agreement, Buyer hereby appoints Broker to represent Buyer in the acquisition of real property. As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange or lease of property or an agreement to do so. Buyer is retaining Broker to acquire the following specific property or type of property:

2. **TERM:** This Agreement shall commence on 5/1/24 and terminate at midnight on 10/30/24.

3. **BROKER'S DUTIES:** Broker shall represent Buyer as a standard agent in this brokerage relationship and represent Buyer in a diligent and effective manner to locate property available for purchase and suitable to Buyer. Unless otherwise provided by law or Buyer consents in writing to the release of information, Broker shall maintain the confidentiality of personal information, financial information and other matters identified as confidential by Buyer that is received from Buyer in the course of the brokerage relationship. If Broker is not the listing firm of the seller (the "Listing Firm"), Broker shall represent solely the interest of Buyer in all negotiations and transactions regarding the acquisition of real property, and shall repudiate any agency relationship with the seller unless consented to in writing by Buyer. Broker shall have no obligation to search out such properties beyond those that come to the attention of Broker in the ordinary course of Broker's business. Broker may represent other buyers who may be interested in the same property as Buyer.

4. **BUYER'S DUTIES:** Buyer shall: work exclusively with Broker during the term of this Agreement; comply with the reasonable requests of Broker to supply any pertinent information or personal data needed to fulfill the terms of this Agreement; pay Broker the compensation set forth below; be available during Broker's regular working hours to view properties; consult with Broker before visiting any resale or new homes or contacting any other real estate licensees or property owners to avoid confusion over the brokerage relationships and liability for payment of the compensation due to Broker; and inform all sellers and licensees whom Buyer contacts of Buyer's brokerage relationship with Broker.

5. **COMPENSATION:** Broker is authorized to receive the compensation offered by the Listing Firm to a buyer's broker or paid by a seller, which compensation will be credited against the Fee (defined below) due by Buyer to Broker. For the services rendered by Broker, Buyer agrees to pay Broker a fee (the "Fee") equal to:

- \_\_\_\_\_% of the gross purchase price of the property acquired by Buyer; AND/OR
- the compensation offered by the Listing Firm or by a seller to a buyer's broker on property acquired by Buyer, but such compensation shall not be less than 3% OF SP; AND/OR
- the sum of \$ \_\_\_\_\_

The Fee shall be due during the term of this Agreement if Buyer enters into a contract to acquire a property of the type described above through services of Broker or otherwise, or the material conditions of such contract are subsequently met. The Fee shall also be due to Broker if the real property is shown or described to Buyer by Broker during the term of this Agreement and Buyer obtains title thereto within \_\_\_\_\_ days after the expiration of this Agreement unless Buyer has entered into a subsequent buyer brokerage agreement with another real estate brokerage firm. The Fee shall be payable to Broker on the earlier of transfer of title or any action or default by Buyer which results in Buyer's not obtaining title to the property after the material conditions of the contract for the acquisition of the real property are met. Buyer's obligation to pay the Fee shall survive the termination of this Agreement. Any compensation received by Broker from the Listing Firm or seller (including any selling bonus) in excess of the Fee shall be paid to and retained by Broker even though said amount may exceed the Fee. Broker shall promptly disclose any selling bonus to Buyer, but in all events prior to contract ratification. After crediting any compensation received by Broker from the Listing Firm or the seller, Buyer shall be responsible for the balance of the Fee due to Broker. Buyer shall not modify Broker's Fee in any real estate purchase contract.

6. **DUAL/DESIGNATED AGENTS:** Buyer acknowledges that Broker may represent sellers of property as a listing agent, and certain properties listed by Broker may be of interest to Buyer. Buyer authorizes Broker to bring to Buyer's attention any properties listed by Broker which may suit Buyer's needs and hereby instructs Broker to inform Buyer at the time of its representation of the seller. If Buyer elects to view or consider property listed by Broker and to make an offer on such property, then dual agency by the Broker will exist, and Broker must either obtain the written consent of Buyer and Broker's seller client to: (i) assign different licensees of Broker as designated agents to represent Buyer and seller; or (b) act as a dual agent for Buyer and seller in the same transaction. Under Virginia law, designated agents shall not be considered dual agents and shall not be limited in their ability to represent the client to whom they are designated in the transaction. The principal or supervising broker who is supervising the transaction is considered a dual agent of both Buyer and seller, and such broker's ability to represent both clients will be limited. Broker shall not disclose to either client or such client's designated agent any information that has been given to Broker by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party. In dual agency, there is a limitation on Broker's ability to represent either Buyer or seller fully and exclusively. Paragraph 7 of this Agreement contains a disclosure explaining more fully the roles and responsibilities of Buyer, a seller and the agent in a dual agency. Broker shall request Buyer's consent to act as a dual agent if Buyer desires to make an offer on a property listed by Broker and Buyer agrees that before making an offer on any property listed by Broker, Buyer will enter into a written consent to a dual agency on the part of Broker.

**7. DISCLOSURE REGARDING DUAL AGENCY:** If Buyer is shown a property listed by Broker and/or makes an offer on such property, and Broker has not designated agents to represent Buyer and the seller, Broker and all of Broker's licensees will be acting as the agent for both the seller and Buyer in the transaction. In such a transaction, Broker will remain impartial to the seller and Buyer. Buyer agrees that Broker shall not be liable to either party for refusing or failing to disclose information which, in the sole discretion of Broker, would harm one party's bargaining position and would benefit the other party. Broker cannot disclose or advise either Buyer or seller as to (i) the terms to offer or accept in any offer or counteroffer; (ii) the suitability of the property, its condition (other than to make any disclosures as required by law of any licensee representing a seller), or the repairs to make or request; or (iii) any dispute that arises relating to the transaction. If the seller and Buyer do not enter into an agreement for the purchase of the seller's property, such dual agency shall terminate. Buyer acknowledges the implications of Broker's dual agency, including the limitation on Broker's ability to represent the seller or Buyer fully and exclusively. Buyer understands that Buyer may seek independent legal counsel or engage another real estate licensee at Buyer's sole expense in order to assist with any matter relating to a purchase agreement or to the transaction that is the subject matter of a purchase agreement. If Buyer engages legal counsel and/or another real estate licensee, Broker shall: (i) continue to act as a dual agent with the consent of Buyer; or (ii) terminate Broker's representation of Buyer by written notice to Buyer only with respect to the property listed by Broker in which Buyer has made an offer, but in either choice of (i) or (ii) above, Broker shall be entitled to the Fee set forth in Paragraph 5 unless otherwise agreed to by Broker. Provided Broker has acted in accordance with its obligations under this Agreement, Broker shall not be liable for any claims, damages, losses, expenses or liabilities arising from Broker's role as dual agent. Buyer shall have a duty to protect its own interests and should read any purchase agreement carefully to insure that it accurately sets forth terms Buyer wants included in the purchase agreement. If acting as a dual agent, Broker will: treat the seller and Buyer honestly; disclose material facts about the property that are known to Broker as required by law; assist in the preparation of the purchase agreement; work diligently to facilitate the sale and work with the seller and Buyer's settlement agent/attorney to facilitate closing. Broker may also assist Buyer to arrange property inspections, help Buyer compare financing alternatives, and provide information about comparable properties so the seller and Buyer may make an educated decision about the price to be contained in the purchase agreement.

**8. RECORDINGS WITHIN THE PROPERTY:** Prior to photographing, videographing or videotelephoning the property without prior written permission of the owner, Buyer should speak with an attorney. Buyer should be aware that the seller may have a security system that records or allows for remote monitoring of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations in their properties and Buyer should be aware that any discussions of negotiation strategies held in the property may not be confidential. Buyer hereby releases Broker, buyer agent and employees from any liability which may result from any recording in the property.

**9. MISCELLANEOUS:** Buyer acknowledges that Broker is being retained solely as a real estate agent and is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other service provider. Buyer has been advised to seek professional advice for any such matters. This Agreement may not be modified or changed except by written instrument executed by the parties, and it shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia.

**10. ELECTRONIC SIGNATURES:** \_\_\_\_\_ / \_\_\_\_\_ If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

**11. 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. Buyer 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. Buyer should not 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.


**12. OTHER TERMS:** NONE

**BUYER**  
6/5/2024 →                       
 Date                      Buyer

                     /                       
 Date                      Buyer

                     /                       
 Date                      Buyer

                     /                       
 Date                      Buyer

DocuSigned by:  
  
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**BROKER**

By: \_\_\_\_\_  
 Name: R. C. HENRY  
 Date: \_\_\_\_\_

Supervising Broker Name: C. H. WILKINS

Supervising Broker Contact Information: 434 787 4807



VIRGINIA REALTORS® RESIDENTIAL CONTRACT OF PURCHASE



(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

This CONTRACT OF PURCHASE made as of 6/5/24 between BRIAN K WALKER + MICHELLE Mc Ghee (the "Seller," whether one or more), whose address is

and EPIC MANAGEMENT GROUP VA LLC (the "Purchaser," whether one or more), whose address is

provides:

Purchaser may assign this Contract in whole or in part, only with the prior written consent of Seller, which Seller shall be under no obligation whatsoever to give.

The Listing Company (who represents Seller) is WILKINSON REALTORS and the Selling Company (who does OR does not represent Purchaser) is WILKINSON REALTORS

1. REAL PROPERTY: Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of CHATHAM, Virginia and described as (legal description):

US HWY 29 NEW LOT 12D TAX PARCEL 2424-12-2524

and more commonly known as: 12644 US HIGHWAY 29 CHATHAM VA 29513

together with all fixtures located thereon (if present as of the date of this Contract), including, without limitation, blnds, ceiling fans, curtain rods and brackets, audio-video or media mount and mounting hardware, built-in dishwasher, door knockers, garage door openers and controls, gas fireplace logs and inserts, installed floor and wall coverings, installed mirrors, light fixtures, mailbox and post, built-in range, shades, shrubs, exterior plants and trees, shutters, smoke and heat detectors, storm windows and storm doors, switch and receptacle covers, television antenna(e), window screens, and screen doors (the "Property").

2. PURCHASE PRICE: The Purchase Price of the Property is [redacted] Dollars (\$ [redacted]), which shall be paid to Seller at settlement in cash or by cashier's or certified check or wired funds subject to the prorations described herein and from the following sources:

[X] (a) THIRD PARTY FIRST TRUST: This sale is contingent on Purchaser's [ ] obtaining OR [ ] assuming:

[X] a conventional; [ ] FHA; [ ] VA; [ ] VHDA OR [ ] other (describe) ( ) loan secured by a first deed of trust lien on the Property in the principal amount of \$ [redacted], or [redacted] % of the Purchase Price bearing interest at a fixed rate not exceeding [redacted] % per year, or at an adjustable rate with an initial rate not exceeding [redacted] % per year and a maximum rate during the term of the loan not exceeding [redacted] % per year, or at the market rate of interest at the time of settlement, amortized over a term of [redacted] years, and requiring not more than a total of [redacted] loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ [redacted]. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

[ ] (b) THIRD PARTY SECOND TRUST: This sale is also contingent on Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ [redacted], or [redacted] % of the Purchase Price bearing interest at a rate not exceeding [redacted] % per year, amortized as follows [redacted], and requiring not more than a total of [redacted] loan discount points, excluding the origination fee.

[ ] (c) BALANCE OF PURCHASE PRICE: Purchaser will provide the balance of the Purchase Price from Purchaser's funds in cash or by cashier's or certified check or wired funds at settlement. In the event of financing, the balance shall be the difference between Purchase Price and any financing. In the event of no financing, the balance shall be the entire Purchase Price in addition to any fees or costs associated with this sale.

(d) SELLER CONCESSIONS/CLOSING COSTS:

(e) OTHER FINANCING TERMS:

3. DEPOSIT: Purchaser shall make a deposit of \$ [redacted] to be held by WILKINS + CO REALTOR (the "Escrow Agent"). Purchaser [select one]:  has paid the Deposit to the Escrow Agent OR  will pay the Deposit to the Escrow Agent within 15 days (the "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) receipt during the Deposit period. 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.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

4. FINANCING:

(a) This Contract and Purchaser's obligation hereunder are contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be (the "Commitment") for the third-party financing or loan assumption required in paragraph 2. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining the Commitment. Purchaser hereby grants permission for Purchaser's lender and Selling Company to furnish Seller and Listing Company information about the status of Purchaser's loan approval process, including specific items required by Purchaser's lender or actions Purchaser must perform to obtain loan approval. Purchaser agrees, upon written request by Seller, to provide written consent satisfactory to Purchaser's lender to permit Purchaser's lender to provide such information to Seller and Listing Company.

(b) If Purchaser does not obtain the Commitment and so notifies Seller or Listing Company in writing before 5:00 p.m. local time on \_\_\_\_\_ (if no date is filed in, the date shall be the same date set forth in paragraph 8), then this Contract shall terminate upon giving such notice. If Purchaser does not obtain the Commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 4(a) above shall nonetheless continue unless Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a Commitment in compliance with the provisions of subparagraph 4(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing. As used in this paragraph 4, the term Commitment shall mean a written acknowledgment from the Purchaser's lender or lenders that (i) selling, settling on or leasing another property is not required for underwriting approval, unless Purchaser's obligations under this Contract are contingent on such sale, settlement or lease; (ii) Purchaser has made application for the financing and paid all fees associated therewith; and (iii) as of the date of the Commitment, Purchaser's credit, income and assets, and debt have been verified by lender's underwriter as adequate or as meeting underwriting requirements without further action by Purchaser as of that date. If Purchaser provides Seller evidence that it has obtained the Commitment and the lender issuing such Commitment notifies Purchaser, after the date set forth in this paragraph 4(b), that it will not provide the financing, Purchaser shall notify Seller in writing of such fact within three (3) days of Purchaser's receipt of such notice from the lender. If Purchaser does not default under the terms of this paragraph, Deposit shall be refunded to Purchaser.

(c) If any down payment as established in Paragraph 2 or any balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or Seller financing, upon Seller's written request, Purchaser shall give the Seller written verification from Purchaser's bank or other sources within seven (7) days of Date of Ratification of this Contract, that Purchaser has or can have the

balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within five (5) days after the date by which verification was to be given.

(d) Purchaser represents to Seller that neither Purchaser's obligations under this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property, unless specified in a written contingency. Purchaser acknowledges that Seller is relying on this representation.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract, which Purchaser may cure only by providing evidence reasonably satisfactory to Seller, within three (3) days of written notice by Seller of such default, of Purchaser's ability to settle timely:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller, or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

(f) Purchaser  does OR  does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 2 unless it delays settlement or increases expense to Seller without Seller's written agreement. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 4 should Purchaser fail to pursue, as required in this paragraph 4, the financing set forth in paragraph 2.

**5. VA/FHA LOAN:**

(a) It is expressly agreed that notwithstanding any other provision of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of earnest money Deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property (excluding closing costs) as not less than the Purchase Price. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation by giving Seller written notice thereof within three (3) days after receipt of notification of the appraised value. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT/DEPARTMENT OF VETERANS AFFAIRS WILL INSURE. HUD/DEPARTMENT OF VETERAN AFFAIRS DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE.

(b) If Purchaser is obtaining VA financing and elects to complete the purchase at a purchase price in excess of the appraised value as established by the Department of Veterans Affairs (the "Department"), Purchaser will disclose the source of such funds to the Department and pay the excess amount from such source. Such funds will not be borrowed funds unless approved by the Department.

(c) If Purchaser is obtaining FHA financing, the parties acknowledge that the loan amount may be approximate because financed acquisition costs cannot be determined until settlement.

**6. LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges, and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.

**7. TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title Insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either

"standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.

8. **SETTLEMENT; POSSESSION:** Settlement shall be made at SUITABLE LOCATION on or about AUG 30, 2024. "Settlement" means the time when the settlement agent has received the duly executed deed, loan funds, loan documents, and other documents and funds required to carry out the terms of the contract between the parties and the settlement agent reasonably determines that prerecordation conditions of such contracts have been satisfied. Possession of the Property, which includes transfer of keys to Purchaser, shall occur at Settlement unless otherwise agreed in writing by the parties. At Settlement, Seller will deliver the deed described in paragraph 14, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.

9. **EXPENSES; PRORATIONS; ROLLBACK TAXES:**

(a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel, oil and/or propane remaining in the tank(s) (if applicable) at the prevailing market price as of the date of settlement.

(b) Seller shall pay no more than \$ \_\_\_\_\_ in conjunction with escrow, closing, or settlement services as defined in Virginia Code § 55.1-1000 unless otherwise approved in writing. Purchaser shall pay any costs in excess of this amount charged by the Settlement Agent. If no amount is entered in the space in this paragraph, the parties agree that the amount entered in the blank shall be zero.

Seller reserves the right to retain an attorney of their choosing, and at their expense, to draft the deed and represent Seller by providing services other than those defined as escrow, closing, or settlement services in Virginia Code § 55.1-1000. Such right must be exercised in time to ensure that there is no delay to settlement.

(c) Rollback taxes shall be paid as follows:

By Purchaser  By Seller  By party changing land use The terms of this paragraph survives the recording of the deed.

10. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the closing disclosure for the transaction.

11. **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.

12. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

13. **WOOD INFESTATION INSPECTION AND REPORT:** Prior to settlement, Seller shall provide Purchaser a report, dated not more than 30 days prior to date of settlement, from a wood infestation control company certified and licensed by the Commonwealth of Virginia and properly insured, concerning the presence of or damage from termites or other wood-destroying insects in the primary dwelling, in any other dwelling(s) on the Property as to which a certificate of occupancy has been issued and is in effect, and in the following additional structures:  Shed  Barn  ADU  Detached Garage  Other SMALL HOUSE

(the "Applicable Structures"). If the inspection reveals active infestation in any of the Applicable Structures, Seller shall have such infestation treated by a company licensed by the Commonwealth of Virginia and properly insured. If the inspection reveals damage to any Applicable Structure, Seller shall have the damage repaired by a contractor licensed in the Commonwealth of Virginia; provided, however, that if the estimated aggregate cost of such treatment or repairs or both exceeds \$1,000, and Purchaser and Seller cannot

agree on how the amount exceeding \$1,000, will be paid, Purchaser shall have the right either (i) to accept repairs or treatment not exceeding \$1,000, in which event Seller shall have such repairs or treatment performed at Seller's expense, (ii) to receive a credit at settlement in the amount of \$1,000, or (iii) to terminate this Contract and receive a refund of the Deposit.

14. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes and render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 2(a) or 2(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense and subject to the Remediation Limit set forth in paragraph 17, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 8 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.

15. **EQUIPMENT CONDITION AND INSPECTION:**

(a) Purchaser agrees to accept the Property at settlement, and Seller agrees to deliver the Property to Purchaser at settlement, in its present physical condition, ordinary wear and tear excepted, but with such repairs and improvements as the parties otherwise agree.

(b) If Purchaser's obligations under this Contract are contingent on a professional inspection of the Property, then Purchaser shall be entitled to receive the Property at settlement in such condition as determined by such inspection and any negotiation and agreements relating to it. Purchaser and Purchaser's agents, inspectors, and engineers shall have the right to conduct a preoccupancy or presettlement verification that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract or after any prior inspection of the Property provided for herein. Purchaser shall not be entitled to require Seller to correct defects discovered at a preoccupancy or presettlement inspection but existing as of the time of a prior inspection of the Property if those defects were not reported to Seller in connection with such prior inspection and Seller has not agreed to remedy such defects. The preoccupancy or presettlement verification shall not be conducted more than 10 days before the agreed upon Settlement date on this Contract.

(c) If Purchaser's obligations under this Contract are not contingent on a professional inspection of the Property, then Seller warrants that all appliances, heating and cooling equipment, plumbing, including septic system, and electric systems will be in working condition at the time of settlement or of Purchaser's occupancy, whichever occurs first. Purchaser and Purchaser's agents, inspectors, and engineers shall have the right to conduct a preoccupancy or presettlement verification that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract. Seller's obligations in this regard are limited by the Remediation Limit set forth in paragraph 17 of this Contract. The preoccupancy or presettlement verification shall not be conducted more than 10 days before the agreed upon Settlement date on this Contract.

(d) Seller will provide Purchaser, Purchaser's professional inspectors and engineers, Selling Company, and representatives of Purchaser's lenders reasonable access to the Property to conduct inspections as appropriate and in compliance with this Contract. Seller will have all utilities in service at the time of all inspections to be conducted pursuant to this Contract, including those provided for in any separate provision or addendum dealing with inspections of the Property.

(e) Seller agrees to deliver the Property in broom-clean condition and to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the date this Contract is executed by Seller and the time of settlement or Purchaser's occupancy, whichever occurs first. If Seller fails to deliver the Property in the condition required by this paragraph 15, or if the presettlement or preoccupancy verification reveals material damage or changes necessitating repairs occurring after any prior inspection of the Property, and Seller refuses to make the appropriate repairs, Purchaser shall have the right to terminate this Contract and receive a refund of the Deposit, or to waive the defects and proceed to settlement with no adjustment to the Purchase Price.

16. **WELL:**

(a) If the Property is served by an on-site well or other natural water source, Seller agrees to provide Purchaser with a certificate dated not more than 30 days prior to settlement from the appropriate governmental authority, or from an acceptable private company, indicating that the water is free from contamination by coliform bacteria. If this Contract is contingent on Purchaser's obtaining FHA or VA financing, the certificate shall also state that the water is free from levels of lead unacceptable to FHA or VA.

(b) If contamination of the water is found, then Seller, at Seller's expense and subject to the Remediation Limit set forth in paragraph 17, shall effect the appropriate remedies or repairs. If Seller fails to do so as soon as practicable, Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustments to the Purchase Price.



17. **SELLER'S AND PURCHASER'S OPTION:** In the event that the total cost of fulfilling Seller's obligations set forth in paragraphs 14, 15 (c), and 16 above exceed \$ \_\_\_\_\_ in the aggregate (the "Remediation Limit"), Seller shall have the option (i) to fulfill Seller's obligations fully at Seller's expense, or (ii) to pay or credit the Remediation Limit to Purchaser and refuse to pay any excess over that amount. If Seller elects option (ii), Purchaser shall have the right to either accept the Property in its present condition (in which case the Seller shall pay or credit the Remediation Limit to Purchaser at settlement), or to terminate this Contract and receive a refund of the Deposit. If no amount is entered in the space in this paragraph, the parties agree that the amount shall be \$1,000. The Remediation Limit is independent of any obligations agreed to by Seller in connection with an inspection of the Property pursuant to a separate addendum to this Contract, or provision other than contained in paragraphs 14, 15 (c) and 16, dealing with the right of Purchaser to conduct an inspection of the Property.

18. **PURCHASER'S INSPECTION(S):** Purchaser may have professional inspection(s) performed at Purchaser's expense by one or more qualified licensed inspectors. Purchaser (Please check and initial):  WAIVES \_\_\_\_\_ (purchaser's initial): OR  DESIRES CW (purchaser's initial): professional inspection(s).

The Property  is OR  is not served by a septic system. If the Property is served by a septic system, Purchaser  WAIVES \_\_\_\_\_ (purchaser's initial) OR  DESIRES CW (purchaser's initial) a septic inspection.

If Purchaser desires an inspection contingency, see attached inspection addendum or separate provision of this Contract.

19. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES:**  
"Choice of Settlement Agent: Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. No settlement agent may collect any fees from a represented seller payable to the settlement agent or its subsidiaries, affiliates, or subcontractors without first obtaining the written consent of the seller's counsel.

"Variation by agreement: The provisions of Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property.

"Escrow, closing, and settlement services guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement, or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia."

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

20. **MECHANICS LIEN NOTICE:**  
(a) Virginia law (§43-1 et seq.) permits persons who have performed labor or furnished material for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.



limitation, a suit to secure the release of any earnest money deposit that the other principal to the transaction has refused to authorize, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action. Seller and Purchaser acknowledge and agree that Listing Company and Selling Company are intended third-party beneficiaries of this Contract as to any commissions due them as a result of the transactions contemplated by this Contract.

26. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the Date of Ratification or delivery of the notice that triggers the time period. Deadlines run until 11:59 p.m. on the date of the deadline, unless otherwise noted. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed term hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the provisions of this Contract affecting title shall be deemed merged into the deed delivered at settlement and shall not survive settlement. The parties agree that venue for any disputes shall be the jurisdiction in which the Property is located.

27. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be *non-binding*, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

28. **BROKERS: LICENSEE STATUS:**

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty, and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.

(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: \_\_\_\_\_

29. **OTHER TERMS:** (Use this space for additional terms not covered elsewhere in this Contract.)

1. CONTRACT CONTINGENT UPON ZONING CHANGE TO RESIDENTIAL RECOVERY. CLOSING DATE IS BASED ON ESTIMATED TIME TO ACCOMPLISH THAT AND BUYER WILL CLOSE SOONER IF ABLE.  
2. CONTRACT CONTINGENT UPON PROPERTY APPRAISING FOR AT LEAST SALES PRICE.

30. **ACCEPTANCE:** This Contract, when signed by Purchaser, shall constitute an offer to enter into a bilateral contract, and the offer shall remain in effect unless earlier withdrawn, until \_\_\_\_\_ (local time in Virginia), on \_\_\_\_\_ (date). If not accepted by such time, this offer shall be null and void.

31. **ELECTRONIC SIGNATURES.**



If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

32. **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. Purchaser and Seller are 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. To report wire fraud and internet crime complaints go to <https://www.ic3.gov>.

**PURCHASER:**

6/5/2024

DocuSigned by:

F0B8FB773F8C4D3...

DATE

PURCHASER

DATE

PURCHASER

DATE

PURCHASER

DATE

PURCHASER

**SELLER:**

Authentication

Brian K Walker

06/06/24

DATE

SELLER

Authentication

Michelle McGhee

06/06/24

DATE

SELLER

DATE

SELLER

DATE

SELLER

**For informational purposes only:**

Selling Company's Name and Address:

N/A Wilkins + Co Realtors

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
MLS Broker Code: \_\_\_\_\_ Office ID No. \_\_\_\_\_  
Firm license No.: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
Agent MLS ID No.: \_\_\_\_\_  
Agent license No.: \_\_\_\_\_  
Agent E-mail address: \_\_\_\_\_  
Agent Call Phone No.: \_\_\_\_\_

This Contract has been ratified by Purchaser and Seller as of \_\_\_\_\_

Listing Company's Name and Address:

N/A SAME

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
MLS Broker Code: \_\_\_\_\_ Office ID No. \_\_\_\_\_  
Firm license No.: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
Agent MLS ID No.: \_\_\_\_\_  
Agent license No.: \_\_\_\_\_  
Agent E-mail address: \_\_\_\_\_  
Agent Cell Phone No.: \_\_\_\_\_

(Date of Ratification)

Acknowledgement that Contract is ratified as of the date above.

Selling Firm \_\_\_\_\_  
(signature)

Listing Firm  06/06/24  
(signature)

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VIRGINIA REALTORS®  
HOME INSPECTION CONTINGENCY ADDENDUM

This Addendum is made on 5/4/24 to a Sales Contract ("Contract") dated 5/4/24  
between EPK MANAGEMENT GROUP VA LLC  
BRIAN K WALKER + MICHELLE McYOR ("Purchaser") and  
12433 WC HIGHWAY 29 CATHAM VA ("Seller") for the purchase and sale of Property:

1. HOME INSPECTION

"Deficiencies" as used in this Addendum are those items that could negatively affect the decision of a reasonable person to purchase the Property. Deficiencies will not include cosmetic items, matters of preference, or grandfathered systems or features that are properly functioning but would not comply with current building codes if constructed or installed today. If a system is near, at, or beyond its projected life and properly functioning, such system will not be deemed a Deficiency as defined herein.

A. Inspection Period

Contract is contingent ("Home Inspection Contingency") until 15 Days after Date of Ratification ("Home Inspection Deadline") upon inspection(s) of Property by professional, insured, licensed (if required in Virginia) inspector(s) ("Inspection") at Purchaser's discretion and expense. Such Inspection of the Property as Purchaser shall consider appropriate, may include, but is not limited to, geotechnical inspections, inspections of the structure, foundations, roof, flooring, HVAC systems, electrical system, plumbing system, appliances, exterior insulation finishing systems, drainage, windows, well and septic systems, lead-based paint, and radon. If Purchaser's Inspection reveals the need for further inspections as certified by an engineer, contractor, or home inspector, licensed and insured in Virginia, Purchaser shall so notify Seller prior to the Home Inspection Deadline and the Home Inspection Deadline shall be extended for no more than five (5) days to conduct such additional inspections at Purchaser's expense.

Pursuant to the terms of Contract, Seller shall have all utilities in service

If the results of such Inspection(s) are unsatisfactory to Purchaser, in Purchaser's sole discretion, Purchaser shall provide Seller, prior to Home Inspection Deadline:

- 1) If Purchaser elects to negotiate they shall provide an entire copy of the report(s) and a written addendum listing the specific existing Deficiencies (as defined above) of Property that Purchaser requests Seller to remedy together with Purchaser's proposed remedies ("Home Inspection Removal of Contingency Addendum," herein referred to as "Removal Addendum"). Purchaser agrees to only include items that are Deficiencies on the written addendum. OR
- 2) Written evidence that such Inspection was performed and notice terminating Contract. Only upon request by Seller, Buyer shall provide an entire copy of the inspection report to Seller.

If Purchaser fails to obtain an Inspection, fails to provide a copy of the report(s) to Seller, or fails to provide a Removal Addendum OR notice terminating Contract with proper written evidence prior to Home Inspection Deadline, this Contingency will expire and Contract will remain in full force and effect with no Home Inspection Contingency.

B. Negotiation Period

In the event of (A.1.) above, the parties shall have 10 Days after Purchaser's delivery of Removal Addendum ("Negotiation Period") to negotiate a mutually acceptable Removal Addendum addressing the deficiencies.

At any time during the Negotiation Period, Purchaser or Seller may make, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Purchaser and Seller may agree on terms by signing Removal Addendum describing agreed upon deficiencies and remedies within Negotiation Period.

**C. Purchaser's Election**

If, at the end of Negotiation Period, the parties are unable to reach an agreement that addresses all requested Deficiencies, Purchaser shall have the option to terminate Contract by delivering notice to Seller \_\_\_\_\_ Days following the end of Negotiation Period, otherwise Home Inspection Contingency shall be removed and Contract will remain in full force and effect. If the parties cannot reach an agreement on any items that are not defined as Deficiencies above, Purchaser does not have the right to exercise Purchaser's Election.

**D. Earnest Money Deposit**

In the event that Purchaser terminates this contract under the terms of this addendum, a Release shall be signed by both parties and the Deposit shall be returned to  Purchaser OR  Seller.

**2. INDEMNIFICATION; REPAIR OBLIGATION**

Purchaser agrees to indemnify and hold Seller, Listing Firm and Selling Firm harmless from and against any and all claims, liability, loss, actions and suits resulting from the performance of the inspections, and agrees to repair any damage caused as a result of the actions of Purchaser or its contractors on the Property in connection with this Addendum.

**3. ADDITIONAL TERMS**

**SELLER:**

Authentisign  
Brian K Walker      06/06/24  
Date      Signature

Authentisign  
Michelle McGhee      06/06/24  
Date      Signature

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

**PURCHASER:**

6/5/2024      DocuSigned by:  
[Signature]      F086FB773F6C4D3...  
Date      Signature

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

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# VIRGINIA REALTORS® AGREEMENT FOR THE SALE OF PERSONAL PROPERTY (TO BE COMPLETED AT TIME OF CONTRACT)



This AGREEMENT FOR THE SALE OF PERSONAL PROPERTY is made as of 5/4/24, between BRIAN K WALKER + MICHELLE MCGHEE ("Seller") and

ERIC MANAGEMENT GROUP VA LLC ("Purchaser") and provides as follows:

Purchaser and Seller have entered into a Residential Contract of Purchase dated 5/4/24 (the "Real Estate Contract") by which Purchaser has agreed to purchase and Seller agreed to sell the real property described therein (the "Real Property"). The parties have agreed on the disposition of certain personal property located on the Real Property, and to that end have entered into this Agreement.

- Seller agrees to sell and Purchaser agrees to purchase the following items of personal property (the "Personal Property"): OVEN, GAS RANGE, REFRIGERATOR
- The total purchase price of the Personal Property shall be ONE DOLLAR (\$1.00), payable all in cash at settlement.
- Settlement hereunder shall occur simultaneously with settlement under the Real Estate Contract. At settlement, Seller shall convey to Purchaser, free of encumbrances, good and marketable title to the Personal Property.
- Seller represents and warrants to Purchaser that the following items of Personal Property are sold "as is", without warranty of any kind, expressed or implied: ALL

Seller represents and warrants the following items of Personal Property shall be in working order at settlement: ALL

- The parties' obligations hereunder are expressly contingent on the occurrence of settlement under the Real Estate Contract.
- Personal Property shall not be conveyed until successful sale and settlement of Real Property.
- Other provisions: NONE

8. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and shall be binding upon and inure to the benefit of the parties to this Agreement, and to their respective heirs, successors, and assigns.

WITNESS the following duly authorized signatures:

**PURCHASER:**

**SELLER:**

6/5/2024

DocuSigned by:  
[Signature]

Authentication:  
Brian K Walker

06/06/24

DATE

PURCHASER

DATE

Authentication:  
Michelle McGhee

06/06/24

DATE

PURCHASER

DATE

SELLER

DATE

PURCHASER

DATE

SELLER

DATE

PURCHASER

DATE

SELLER

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VAR FORM 1200 Revised 07/23  
Reviewed 07/23

PAGE 1 OF 1

WILKINS AND CO REALTORS CORPORATE, 428 PINEY FOREST RD DANVILLE, VA 24548  
Hampton Wilkins

Phone: 434797400722  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 4347974020  
www.lwolf.com

Untitled





VIRGINIA REALTORS®  
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
(Purchase)



This disclosure applies to the property(ies) in the City or County of Chatham  
12933 US29 Highway Chatham 24521 and is described as follows:

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Authentic  
BKW MM

Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)

(a) Presence of lead-based paint hazards (check one below):

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Known lead-based paint and/or lead-based paint hazards are present in the housing: (Explain): \_\_\_\_\_

Authentic  
BKW MM

(b) Records and reports available to the seller (check one below):

- Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): \_\_\_\_\_

INIT

Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))

(c) Purchaser has received copies of all available information listed above.

(d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home," available at <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portfolio-color-2020-508.pdf>

(e) Purchaser has (check one below):

- Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)

dc

(f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.

(g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d, and Agent is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

Date	Seller	<u>Brian K Walker</u>	06/06/24	6/5/2024	Date	Purchaser	<u>[Signature]</u>
Date	Seller	<u>Michelle McGhee</u>	06/06/24		Date	Purchaser	<u>[Signature]</u>
Date	Seller	<u>Diron Clements</u>	06/06/24		Date	Purchaser	<u>[Signature]</u>
Date	Agent				Date	Agent	<u>[Signature]</u>

For informational purposes only:

Firm: Willkens + Co Realtors

Firm: Willkens + Co Realtors

VAR Form 1350 Revised 07/23

Reviewed 07/23

WILKENS AND CO REALTORS CORPORATE, 428 PINEY FOREST RD DANVILLE, VA 24540

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Phone: 434797488722

Fax: 4347974828

www.moll.com

Unfilled



### SUMMARY OF RIGHTS AND OBLIGATIONS OF SELLERS AND PURCHASERS UNDER THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page ([https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page ([https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems

- necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and
12. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § 15.2-5157, but in any event, prior to settlement pursuant to such contract.
  13. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
  14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
  15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
  16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
  17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
  18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

*Brian K Walker* FOBER06700024 6/5/2024 (Date)

*Michelle McGhee* 06/06/24 (Date)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Date)



Virginia Real Estate Board  
[https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)

# RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia) requires the owner of certain residential real property - whenever the property is to be sold or leased with an option to buy - to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.  
Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/  
LEGAL DESCRIPTION: 12433 US HIGHWAY 29 CHATHAM VA

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:  
[https://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Brian K Walker 06/06/24  
Owner

Authenticator  
Michelle McGhee 06/06/24  
Owner

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

DocuSigned by:  
[Signature]  
F0B6FB773F6C4D3...

Purchaser

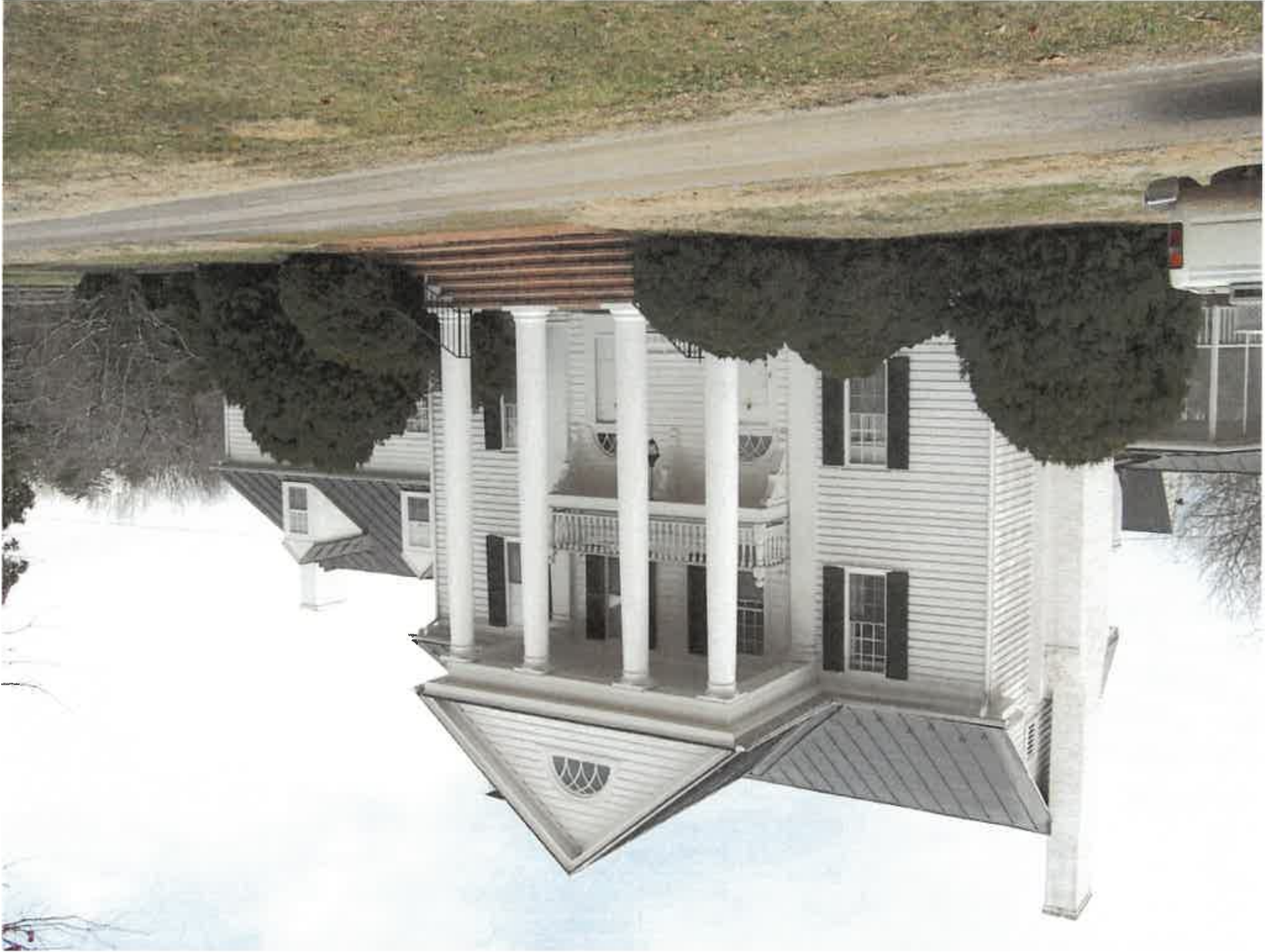
6/5/2024

Date

Date

ArcGIS Web Map





8/6/24, 10:33 AM

24499 (1200x900)



## PARKING PLAN

NOT TO SCALE

### PARCEL INFORMATION

OWNERS OF PARCELS: CORY WILLIAMS  
EPIC HEALTH PARTNERS

PARCEL ID: 2424-12-2824 - 5.5 AC. ①

SITE ADDRESS: 12433 US HWY 29  
CHATHAM VA 24531  
CHATHAM MAGISTERIAL DISTRICT

### PROPOSED SCOPE OF WORK:

OWNER TO DESIGNATE A MINIMUM OF (5)  
10' x 20' PARKING SPACES ALONG THE  
EXISTING GRAVEL DRIVEWAY AS SHOWN  
THAT CIRCLES THE EXISTING BUILDING.

### ZONING

ZONE CODE-EXISTING: A-1 AGRICULTURE



NOTE: AERIAL IMAGE PROVIDED BY THE  
PITTSYLVANIA COUNTY GIS WEBSITE.

Wendy Bryant-Cook  
DRAFTING BY DESIGN  
PHONE: 434-489-4781  
wendy.draftingbydesign@gmail.com

**PROPOSED PARKING PLAN FOR:**  
**CORY WILLIAMS**  
**EPIC HEALTH PARTNERS**  
12433 US HWY 29  
CHATHAM VA 24531

SHEET	SK-1 of 1
DATE	JULY 11, 2024
FILE	2024-49
SCALE	AS NOTED