

PRINCE EDWARD COUNTY PLANNING COMMISSION October 18, 2022

AGENDA

The Prince Edward County Planning Commission strongly encourages citizens to participate in public meetings through in-person participation, written comments and/or remote participation by calling: 1-844-890-7777, Access Code: 390313 (*If busy, please call again.*) Additionally, citizens may view the Planning Commission meeting live in its entirety at the County's YouTube Channel, the link to which is provided on the County's website.

Public Hearing comments for Planning Commission meetings are subject to the "Citizen Guide for Providing Input During Public Participation and Public Hearings for Prince Edward County Government Meetings" revised October 12, 2022.

7:00 p.m. 1. Call to Order: John Prengaman, Chairman

- 2. Quorum
- **3.** Pledge of Allegiance
- **4.** Approve Minutes
- **5. Public Hearing** Rhetson Companies, Inc. SUP Retail Store

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- **6.** Review of Supervisors Actions
- 7. Old Business
- **8.** New Business
- **9.** Adjournment

Next Meeting: Tuesday, November 15, 2022 at 7:00 p.m.

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Planning Commission Agenda Summary

Meeting Da	ate: Oc	tober 18,	2022

Item No.: 4

Department: Planning and Community Development

Staff Contact: Robert Love

Issue: Approval of Minutes

Summary:

For approval.

Attachments:

August 16, 2022 Draft Planning Commission meeting minutes.

Motion	Gilliam	Paige	Sandlin
Second	Hunt	Peery	Weiss
Fuller	Leatherwood	Prengaman	Womack



Prince Edward County Planning Commission Meeting Minutes September 20, 2022 7:00 pm

Members Present:

John Prengaman, Chair

Brad Fuller

Llew W. Gilliam. Jr.

Preston L. Hunt

Clifford Jack Leatherwood

Whitfield M. Paige

John "Jack" W. Peery, Jr., Vice Chairman

Teresa Sandlin

Rhett Weiss

Henry Womack

Staff Present:

Robert Love, Planning/Zoning Director

Due to the COVID-19 Emergency, the Prince Edward County Board of Supervisors is operating pursuant to and in compliance with its "EMERGENCY CONTINUITY OF OPERATIONS ORDINANCE." Effective August 1, 2021, the Board has re-opened meetings to in-person participation by the public; however, there could still be limited available seating. Citizens are strongly encouraged to participate in meetings through in-person participation, written comments, and/or remote participation by calling: 1-844-890-7777, Access Code: 390313 (If busy, please call again.) Additionally, citizens may view the Board meeting live in its entirely at the County's YouTube Channel, the link to which is provided on the County's website.

Public Participation and Public Hearing comments for Planning Commission meetings will be subject to the "Citizen Guide for Providing Input During Public Participation and Public Hearings For Prince Edward County Government Meetings" effective August 1, 2021.

Chairman Prengaman called the September 20, 2022 meeting to order at 7:00 p.m., established there was a quorum, and led the Pledge of Allegiance.

In Re: Approval of Minutes

Commissioner Peery made a motion, seconded by Commissioner Weiss, to approve the meeting minutes from August 16, 2022 as presented; the motion carried:

Aye:

Brad Fuller

Nay: (None)

Llew W. Gilliam, Jr.

Preston Hunt

Clifford Jack Leatherwood

Whitfield M. Paige

John "Jack" W. Peery, Jr.

John Prengaman

Teresa Sandlin

Rhett Weiss

Henry Womack

In Re: Public Hearing - Special Use Permit, Commercial Campground

Chairman Prengaman announced this was the date and time scheduled to receive citizen input prior to considering a request by Benjamin and Sadie Stoltzfus for a Special Use permit to operate a commercial campground on Tax Map Parcel 020-9B-22, with an address of 10064 Prince Edward Highway, Prospect, Virginia. Notice of this hearing was advertised according to law in the Wednesday, September 7, 2022 and Wednesday, September 14, 2022 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Love stated the County has received an application by Benjamin and Sadie Stoltzfus for a Special Use permit to operate a commercial campground on Tax Map Parcel number 020-9B-22, located at 10064 Prince Edward Highway, Prospect, VA. This parcel is in an A-1, Agricultural Conservation zoning district and requires a Special Use Permit to locate and operate a commercial campground.

County staff is of the opinion the use is generally compatible with the zoning district and will have minimal impacts on surrounding properties as far as traffic and noise.

Mr. Love stated the applicants wish to have their existing RV with two additional pads; the applicants have reviewed the potential conditions.

Mr. Love reported no comments or inquiries were received. He added that VDOT and the Health Department reviewed this project and there were no concerns and VDOT has approved the entrance.

Chairman Prengaman opened the public hearing.

There being no one wishing to speak, Chairman Prengaman closed the public hearing.

Commissioner Sandlin questioned the VDOT approval of the driveway. Mr. Love said VDOT only has jurisdiction of their right of way, it has been reviewed and reported no issue with sight distance, and there is no issue with the entrance. He said once off the road, it is the applicant's driveway. Mr. Love added that Condition #11 states: "All internal roads used for public access shall be of compacted earth, or have a minimum of a four (4) inch stone base, or shall be paved."

Mr. Benjamin Stoltzfus stated VDOT did request that they widen the driveway as it is a shared driveway; VDOT told him the right-of-way is wide enough to widen the driveway.

Commissioner Leatherwood questioned the letter from VDOT showing an expiration date. Mr. Love stated that was for the filing [of the Special Use Permit application], and missed the deadline for this month. He said the applicants will have to get an active construction permit prior to doing the widening improvements, and the County will compel the applicants to do so before getting the CO [Certificate of Occupancy]. He said that if this project moves forward, the applicant will receive a fresh permit from VDOT prior to the Board meeting, and that this was valid when he applied, and since going through the process, has expired.

Commissioner Fuller raised several questions: Will there be a dump station or full service? Will there be 30-watt service electric or will there be generators in use? Will there be posted quiet-hours? Mr. Stoltzfus answered that it will have full service, with 30-watt electricity and no generators; quiet hours will be from 11:00 p.m. until 8:00 a.m. Mr. Stoltzfus stated they wish to provide something for someone that has never experienced camping.

Commissioner Weiss said there are a number of campers there already. Mr. Stoltzfus said they are no longer in use; he said he has purchased an RV, fixed it up and re-sold it, and had purchased another to fix up.

Commissioner Weiss then asked about the maximum time someone can camp there. Mr. Stoltzfus said it will be just for a few nights, usually two to three. Some discussion followed.

Commissioner Gilliam questioned the width of the driveway. Mr. Stoltzfus said there is a 30' – 50' right-of-way with no culvert.

Commissioner Gilliam then asked how Mr. Stoltzfus intends to charge. Mr. Stoltzfus said they plan to charge by the night.

Commission Gilliam asked Mr. Love is they will need to put in a curb. Mr. Love stated being that it will be low volume traffic, VDOT does not require a curb.

Commissioner Fuller asked if this will have access to the High Bridge Trail. Mr. Stoltzfus said it will; he said he has been in touch with Daniel Jordan, Park Manager, High Bridge Trail State Park, who may provide recommendations to those who wish to stay for a few nights. Mr. Love added this has been sent to Mr. Jordan and has received no comments.

Commissioner Paige asked how many campers or RVs will be on site. Chair Prengaman said the application is for a maximum of three (3) campers.

Commissioner Peery asked if there will be a sign posted. Mr. Stoltzfus said there will be no sign, and will be advertised on Airbnb.

Commissioner Paige asked if Mr. Stoltzfus will continue to refurbish campers. Mr. Stoltzfus said he will not.

Commissioner Womack made a motion, seconded by Commissioner Weiss, to recommend approval of the Special Use Permit request by Benjamin and Sadie Stoltzfus for a commercial campground on Tax Map Parcel 020-9B-22, 10064 Prince Edward Highway, Prospect, Virginia, with the following conditions:

BENJAMIN & SADIE STOLTZFUS SUP POTENTIAL CONDITIONS

SITE PLAN

- 1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 7/27/2022 are hereby made part of these development conditions.
- 2. Final site plan approval for the Commercial Campground shall be submitted to the Prince Edward County Planning Commission for final review and approval pursuant to Article IV Development Standards of the Prince Edward County Code (Zoning Ordinance).
- 3. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.
- 4. All buildings within the property shall be developed as a cohesive entity, ensuring that building placement, architectural treatment, parking lot lighting, landscaping, trash disposal, vehicular and pedestrian circulation and other development elements work together functionally and aesthetically.
- 5. All landscaping shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County Planning and Community Development Director. Any vegetation found to be of poor condition shall be replaced and/or improved at the reasonable direction of the Planning and Community Development Director or his designee.

ENVIRONMENTAL

- 6. All pollution control measures, erosion and sediment control measures, storm water control facilities, and all construction activities shall comply with the requirements of the appropriate federal, state, and local regulations and ordinances.
- 7. All facilities for the provision of potable water and sanitation and wastewater disposal systems shall be approved by the Virginia Department of Health.
- 8. Any development activities of structural of land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statues and regulations.
- 9. Development activities shall comply with Section 82-31 of the Prince Edward County Code.

TRANSPORTATION

- 10. All entrance permits must be authorized by the Virginia Department of Transportation (VDOT). Development activities shall comply with all requirements of VDOT.
- 11. All internal roads used for public access shall be of compacted earth, or have a minimum of a four (4) inch stone base, or shall be paved.
- 12. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.

GENERAL

- 13. Site is limited to a total of three (3) RV campers.
- 14. Guests may stay no more than 30 consecutive nights in any one calendar year.
- 15. Quiet time shall be 11 p.m. to 8 a.m.
- 16. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
- 17. Outdoor storage of trash containers shall be situated at the rear of buildings and shall be appropriately screened.
- 18. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
- 19. This Permit is non-transferable, except and unless written notice from the Permittee regarding the transfer, and a signed document from the proposed new Permittee is received by the Planning and Community Development Office which states that the new Permittee agrees to comply with all terms and Conditions imposed with the original Permit Issuance. If the proposed new Permittee desires to amend the original Permit Conditions, amendments must be addressed by the Prince Edward County Planning Commission and Board of Supervisors through the Special Use Permit process.
- 20. Failure of Permittee to full conform to all terms and conditions may result in revocation of this Special Use Permit if said failure or failures are not corrected or addressed to the satisfaction, not to be unreasonably withheld, of the County within thirty (30) days of written notice from the County.

The motion carried:

Aye:

Brad Fuller

Llew W. Gilliam, Jr.

Preston Hunt

Clifford Jack Leatherwood John "Jack" W. Peery, Jr.

John Prengaman Teresa Sandlin Rhett Weiss Henry Womack

Chairman Prengaman stated the Board of Supervisors will hold a public hearing on this issue at their next regular meeting on Tuesday, October 18, 2022.

Nay:

Whitfield M. Paige

In Re: Review of Supervisors Actions

Mr. Love reported that the Board of Supervisors approved the Amendment to the Special Use Permit filed by Hampden-Sydney College Sporting Clays Team, with a one-year staff review. He said opposition was received only from the immediate neighbors.

Old Business

(None.)

New Business

Mr. Love said the County has formed a Development Review Committee, which includes the County Planner, the County Building Official, the involved power companies, the Town Water or Sewer services if in the Town, the Town Planner. He said a meeting will be held Thursday [September 22] for formation. This is to help developers on a preapplication process before they get to the special use permit point, of large commercial projects and large residential developments. He said the first application is going to be a general retail store, which is in the Fisherville area just north of the former Fishin' Pig restaurant site; there is potential for a 10,000 square foot retail store there. This is in the Highway Corridor Overlay District, so there will additional plantings and landscaping, building facade will be upgraded, and parking will be in front of the building but will be landscaped. Any dumpsters would be in an enclosed structure. That application will likely be before the Planning Commission next month.

Chairman Prengaman said that the Planning Commission was involved with the development of the County's CIP and asked about the progress on these projects. Mr. Love said he will present a report on these projects next month.

Chairman Prengaman declared the meeting adjourned at 7:33 p.m.

Next Meeting: Tuesday, October 18, 2022 at 7:00 p.m.





Meeting Date:

October 18, 2022

Item No.:

5

Department:

Planning and Community Development

Staff Contact:

Robert Love

Issue:

Special Use Permit – Rhetson Companies. LLC

Summary:

The County has received an application request by Rhetson Companies, Inc. for a Special Use permit to operate a retail store on Tax Map Parcel 050-5-D and 050-5-F, located on the east side of Farmville Road (Route 15), 0.15 miles north of its intersection with Kingsville Road (Route 133). This parcel is in an A2, Agricultural Residential zoning district and requires a Special Use Permit to locate and operate a retail store.

The public hearing notice was published in the October 5, 2022 and October 12, 2021 editions of the Farmville Herald, Attachment (2). The list of adjoining property owners and the sample letter sent to each can be found in Attachments (3) and (4). Attachment (5) is a copy of the tax map page that depicts the tax map parcel the campground will be placed and surrounding property. The parcel is outlined in blue. Attachment (6) is the staff prepared Potential Conditions.

This development site is within the Highway Corridor Overlay District with specific design standards requiring the provision of shared entrances with an inter-parcel connection, upgraded architectural details visible from the public right-of-way, landscaped parking islands, full cutoff fixture site lighting, and monument signage not exceeding 30 square feet on each face. The site conceptual plan was reviewed and discussed with the Joint Town of Farmville/Prince Edward County Development Review Committee on September 22, 2022 which included representatives from Virginia Department of Transportation, Virginia Department of Health, County and Town of Farmville Staff as well as local utility providers.

County staff is of the opinion the use is generally compatible with the zoning district and will have minimal impacts on surrounding properties as far as traffic and noise.

Attachments:

- 1. Special Use Permit Application
- 2. Notice of Public Hearing
- 3. List of adjoining property owners
- 4. Sample Letter sent to adjoining property owners
- 5. Plat of Tax Parcel
- 6. Potential Conditions

Motion	Gilliam	Paige	Sandlin
Second	Hunt	Peery	Weiss
Fuller	Leatherwood	Prengaman	Womack



Planning Commission Agenda Summary

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V: 1754:			
Recommendations: 1. Conduct the Public	: Hearing and render a d	lecision concerning the req	uest for the Special Use
			ial Use Permit request by Rhetson
OR			
	uing Commission recomma a retail store due to the		Use Permit request by Rhetson
OR			
	ting Commission table the next meeting in orde	*	est by Rhetson Companies, LLC
Motion	Gilliam	Paige	Sandlin
Second	Hunt	Peery	Weiss
Fuller	Leatherwood	Prengaman	Womack

COMMENTS:	PERMIT/APPLICATION NO ZONING DISTRICT MAGISTERIAL DISTRICT DATE SUBMITTED
County of Pi	rince Edward
	DUNTY APPLICATION L USE PERMIT
TO: PRINCE EDWARD COUNTY PLANNING COMM VIA: ZONING ADMINISTRATOR	MISSION SPECIAL EXCEPTION REQUESTED:
The undersigned owner of the following described proprovided in Section 5-124 of Article V, Site Plan requirements Standards of the Zoning Ordinance of Prince Edward County,	are found in Section 4-100 of Article IV Development
Applicant's Name: Rhetson Companies, Inc.	
Applicant's Address: 2075 Juniper Lake Rd, West End, NC 27376	
Applicant's Telephone Number: (810) 844-0881 (email: mail@rhel	tson.com, teresa@rhelson.com)
Present Land Use: Undeveloped Forested Land; Current Zoning: A-2, /	Apricultural Residential
Legal Description of Property with Deed Book and Page No. Approximately +1-3.70 AC portion of Parcels 0505D (Will Book 2014, Pg. 16 See attached site plan for approximate project boundaries, subject parcel with the plan for approximate project boundaries.	
Tax Map # 0505D & 0505F	Acreage: +/- 3.70 AC
Narrative statement evaluating effects on adjoining properties	
necessary.) See attached narrative letter.	Thomas, additional initios, eta.). It than that the
Statement of general compalibility with adjacent and other pro- necessary.) See atlached negative tellor.	
	operties in the zoning district. (Attach additional sheet if
Height of Principal Building (s): Feet 22 (30 with Par	
Height of Principal Building (s): Feet 22 (30 with part APPLICANT'S STATEMENT: (If not owner(s) of property): I hereby certify that I have the authority to make the complete and correct to the best of my knowledge, and the regulations as set forth in the Prince Edward County description contained in this parmit application.	the foregoing application, that the information given is that development and/or construction will conform with Zoning Ordinance as written and also with the
Height of Principal Building (s): Feet 22 (30 with part APPLICANT'S STATEMENT: (if not owner(s) of property): I hereby certify that I have the authority to make the complete and correct to the best of my knowledge, and the regulations as set forth in the Prince Edward County description contained in this permit application. Signature of Applicant (if not property owner)	the foregoing application, that the information given is hat development and/or construction will conform with Zoning Ordinance as written and also with the
Height of Principal Building (s): Feet 22 (30 with part APPLICANT'S STATEMENT: (if not owner(s) of property): I hereby certify that I have the authority to make to complete and correct to the best of my knowledge, and the the regulations as set forth in the Prince Edward County description contained in this permit application. Signature of Applicant (if not property owner) PROPERTY OWNER(S) STATEMENT:	the foregoing application, that the information given is hat development and/or construction will conform with Zoning Ordinance as written and also with the SZG/ZOZZ Date d property, that the information given is complete and on(s), group, corporation, or agent has the full and
Height of Principal Building (s): Feet 22 30 with page APPLICANT'S STATEMENT: (if not owner(s) of property): I hereby certify that I have the authority to make the complete and correct to the best of my knowledge, and the regulations as set forth in the Prince Edward County description contained in this permit application. Signature of Applicant (if not property owner) PROPERTY OWNER(S) STATEMENT: I hereby certify that I/We own the above described correct to the best of my knowledge, and the above person complete permission of the undersigned owner(s) to make the Prince Edward County Zoning Ordinance as written.	the foregoing application, that the information given is that development and/or construction will conform with Zoning Ordinance as written and also with the C C C Z

NOTE: THIS PERMIT APPLICATION IS NOT VALID UNLESS ALL PROPERTY OWNER(S) SIGNATURES ARE AFFIXED AND DATED. ATTACH ADDITIONAL SHEETS IF NECESSARY.

01.

Application Fee \$300.00

Signature of Property Owner(s)

Fee Received by Com Love

Date

Date 9 7 2022

The above mentioned application charges are nonrefundable, regardless of whether the permit application is approved or denied once submitted.

All checks for payment should be made payable to: Treasurer, Prince Edward County, Virginia.

Mail to: Department of Planning & Community Development P. O. Box 382 Farmville, VA 23901 (434) 392-8837

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT including any and all addenda attached hereto ("Agreement") is by and between RHETSON COMPANIES, INC and/or assigns("Buyer"), and JAMES R. BLANTON, JR. ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

> (a) "Property": Seller agrees to sell and Buyer agrees to buy the Property (entirety of Parcel ID 0505D (approximately 13.10 acres) and 0505F (approximately acres 0.87 acres) located in Prince Edward County, VA), together with all improvements, easements, licenses, privileges, appurtenances, water rights and other rights pertaining thereto, including without limitation all air or air space rights, all subsurface rights, all riparian rights, all title and interest of Seller in and to adjacent roads, rights of way, alleys, drainage facilities, utility facilities, impact fee credits, concurrency rights, development rights, sewer or water reservations or tap-in rights, and any and all similar development rights incident or related thereto.

> (Legal Description) Parcel ID: 0505D, 0505F Zoned A2 (Agricultural Residential) Prince

Edward County, VA
If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.
(b) <u>"Purchase Price"</u> shall mean the sum of payable on the following terms:
(i) "Earnest Money" shall mean @payable on terms as follows:
Upon acceptance of this contract, the Earnest Money shall be promptly deposited in escrow with Rudy. Coyner & Associates. PLLC (name of person/entity with whom deposited), to be applied as partial payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Sections 4, 6, 7, 8, and 9 herein.
ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING ACCOUNT. ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.
(ii) Cash, balance of Purchase Price, at Closing in the amount

The Purchase Price is a "lump sum" price, and is not subject to any adjustment based the number of acres of the Property.

"Closing" shall mean the date and time of recording the deed. Closing shall occur on or before thirty (30) days after the expiration of the Examination Period, with TIME BEING OF THE ESSENCE. At Buyer's election, Closing may occur on an earlier date, with ten days advance notice to Seller. If Buyer is prepared to purchase the Property on or before the date of Closing as

Buyer Initials AND Seller Initials

specified above and Seller fails to transfer title to the Property, as required by Section 5 herein, on or before the date of Closing, then Seller shall pay a per diem penalty to Buyer at a rate of \$500.00 per day that Closing is delayed, and Buyer shall be entitled, at Buyer's sole discretion, to deduct such penalty from the Earnest Money, deduct such penalty from the Purchase Price, and/or seek damages for such penalty. Should the date of Closing fall on a federal holiday or weekend, the Closing date will be adjusted to the following business day.

- (d) <u>"Contract Date"</u> means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) <u>"Examination Period"</u> shall mean the period beginning on the Contract Date and extending One Hundred Eighty (180) days after the later of i) the date of written notice to Seller confirming Buyer's successful rezoning of the Property for Commercial Use or ii) January 5, 2023. Buyer shall have the option to extend the Examination Period for two additional <u>Thirty</u> (30) day periods at no penalty. Should the expiration of the Examination Period fall on a federal holiday or weekend, the expiration date will be adjusted to the following business day.
- (f) "Broker(s)" shall mean Margaret Atkins with Statewide Realty Co. representing the Seller and None representing the Buyer. At closing, Seller shall pay such brokers a commission pursuant to a separate agreement. Buyer and Seller represent and warrant that there are no other real estate brokers or sales agents involved in this transaction and Buyer and Seller agree to indemnify the other against any commission, finder's fees, expenses and other charges claimed by real estate brokers other than those stated above.
- (g) "Intended <u>Use"</u> shall mean the use of the Property for the following purpose: retail sales and general commercial uses.
 - (h) "Seller's Notice Address" shall be as follows:

James R. Blanton, Jr. 2661 Mouth of the Creek Road Blounts Creek. NC 27814

With a copy to:
Margaret Atkins
c/o Statewide Realty Co.
311 E. Third St.
Farmville, VA 23901
434-392-6163
margaret@vastatewiderealty.com

except as same may be changed pursuant to Section 11.

(i) "Buver's Notice Address" shall be as follows:

Rhetson Companies, Inc 2075 Juniper Lake Rd West End, NC 27376 Attn: Carrie Key-Boles carrie@rhetson.com

Buyer Initials RIN

Seiler Initials

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With a copy to: Kerry Hutcherson c/o RudyCoyner Attorneys at Law 9910 Wagners Way, PO Box 58 Chesterfield, VA 23832 kerry@rudycoyner.com 804-748-3600

except as same may be changed pursuant to Section 11.

Section 2. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents and utilities or any other assumed rights or liabilities if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, and the following: N/A. Buyer shall pay recording cost, costs of any title search, title insurance, survey and the following: N/A. Each party shall pay its own attorneys' fees, except as provided below in Section 9.

Section 3. Sale of Property and Payment of Purchase Price; Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 4. Deliverles: Seller shall deliver to Buyer within 5 business days of the Contract Date copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, easements, covenants, leases, deeds, notes and deeds of trust and easement relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller' agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. Seller shall also deliver to Buyer as soon as reasonably possible after the Contract Date copies of all presently effective warranties or non-terminable service contracts related to the Property. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4, if any, and shall, upon Seller's request, assign and transfer to Seller all of its right, title and interest in and to any and all studies, reports, surveys and other information, data and/or documents relating to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey to Buyer at Closing fee simple marketable and insurable title to the Property by general warranty deed free and clear of all liens, encumbrances, leases, tenancies and defects of title other than: (a) zoning ordinances affecting the Property, (b) taxes not yet due and payable and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller represents and warrants that Seller is the fee simple owner of the Property. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to Closing Buyer shall have the right to secure a new ALTA/ACSM survey of the Property (the "Survey") to be performed by a licensed surveyor in the State of Virginia, which Survey may be submitted to the title company for the purpose of deleting any pre-printed survey exceptions from the title commitment.

Buyer Initials Pow Seller Initials

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

- (a) Title Examination: After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable or that there is a defect of title that will prevent or impair the Intended Use, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects and the original Examination Period shall continue to run until the defects are remedied. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may, in its sole discretion, terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions. In the event that the Property is subject to a lease, Seller shall provide all necessary and sufficient notices and take whatever action is necessary to terminate said lease and remove any tenants and their personal property from the Property prior to Closing. If Seller fails to comply with the requirements of the preceding sentence Seller shall be responsible for all costs and fees resulting from such failure to comply, including but not limited to, court costs, attorney's fees, and tenant relocation costs.
- (b) <u>Intended Use</u>: If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any private restrictions or governmental regulations, then Buyer may terminate this Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.
- (c) <u>Same Condition</u>: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.
- (d) <u>Inspections and other Due Diligence</u>: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of physically inspecting, examining, testing, and surveying the Property. Additionally, Buyer shall have the right, upon prior notice to Seller, to enter any buildings or other improvements located on the Property to inspect and test for harmful or unsafe conditions, such as but not limited to, the presence of asbestos. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(d) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing.
- (e) If, prior to the expiration of the Examination Period, Buyer chooses not to purchase the Property, for any reason or no reason, and provides written notice to Seller thereof, then this Agreement shall terminate, and the Earnest Money shall be promptly returned to Buyer.
- (f) <u>Financing</u>: Buyer shall not be obligated to close the purchase of the Property until the final loan package for any Buyer financing is approved in writing by Buyer's lender, provided that this financing contingency shall only apply in the event that Buyer has applied for such financing on or before the expiration of the Examination Period.

Buyer Initials AW Soller Initial State

Page 4 of 8

Section 7. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act of 1977 (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. § 1317) (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property. If Purchaser's environmental studies of the Property reveal that the Property contains any of the hazardous or toxic waste or substances described above then, no later than ten (10) days before Closing, Seller shall remediate, mitigate, or remove all such waste or substances as required by applicable law and in accordance with generally-accepted best practices. Purchaser shall have the right to inspect the Property to ensure that Seller has complied with Seller's obligation to remediate, mitigate, or remove said waste or substances, and if Seller falls to comply Purchaser may terminate this Agreement and receive a return of the Earnest Money regardless of whether the Examination Period shall have expired.

Section 8. Risk of Loss/Damage/Repair: Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was on the date of the offer, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement and Other Remedies in Event of Breach: In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies, including without limitation an action for specific performance and/or the per diem penalty described above in Section 1(c), that are available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole remedy, and Seller waives any other available remedies. In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow, Rudy, Coyner & Associates, PLLC may retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. If a court of competent jurisdiction determines that a party has breached this Agreement, the party in breach shall reimburse the other party for that party's reasonable attorney's fees and other costs associated with such litigation.

Section 10. Closing: At Closing, Seller shall deliver to Buyer a Deed with General or Special Warranty (whichever is specified by Buyer's title insurer), and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign status (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Unless otherwise agreed herein, exclusive possession of the Property, free and clear of any tenancies, leases, or other rights of possession, shall be delivered at Closing and all personal property shall be removed from the Property on or before Closing.

Buyer Initials AN Seller Initials &

Page 5 of 8

Section 11. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date: (i) delivered by facsimile transmission or by electronic mail (e.g. email), (ii) delivered in person, (iii) deposited in the United States mail, registered or certified, return receipt requested, or (iv) deposited with a nationally recognized overnight courier, to the addresses set out in Section 1(h) and Section 1(l) (as applicable), or at such other addresses as specified by written notice delivered in accordance herewith. Notwithstanding the foregoing, Seller and Buyer agree that notice may be given on behalf of each party by the counsel or broker for each party and notice by such counsel or broker in accordance with this Section 11 shall constitute notice under this Agreement. In the event any notice date occurs on a non-Business Day, then such date shall be extended until the next succeeding Business Day. Counsel to Seller or Purchaser may send and receive notices or other communications under this Agreement.

Section 12. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Enforceability: This Agreement shall become an enforceable contract when a fully executed copy has been delivered to both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 14. Adverse Information and Compliance with Laws:

(a) <u>Seller Knowledge</u>: Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) private restrictions or governmental regulations that would prohibit the Intended Use or (v) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

[Insert "None" or the identification of such assessments, if any). Seller shall pay all owners' association assessments and all governmental assessments, if any, unless otherwise agreed as follows:. Seller represents that the regular owners' association dues, if any, are \$ N/A_per_N/A_

(b) <u>Compliance</u>: To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 15. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement. Without limiting the generality of the foregoing sentence, Seller hereby agrees to take whatever action is necessary to order cessation and disconnection of utilities or other services that are listed in Seller's name or require Seller's authorization for such cessation and disconnection.

Section 16. Applicable Law: This Agreement shall be construed under the laws of the Commonwealth of Virginia.

Buyer Initials (W) Seller Initials

Page 6 of 8

Section 17. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 18. Assignment: Buyer may assign this Agreement upon written notice to Seller.

Section 19. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party. Any signature on a copy of this Agreement sent electronically or by facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purpose of this Agreement.

Section 20. Permits: Seller agrees to sign and/or execute all documents pertaining to the acquisition of plans approval and permits from government agencies including, but not limited to, DEQ-including the Stormwater Management Facility Maintenance Agreement, VDOT, and municipal agencies. Seller expressly agrees to allow Buyer to apply for zoning applications, plans approval, easements, and permits prior to Closing, and Seller hereby appoints Jamie S. Encinosa of Rhetson Companies, Inc or its affiliates and Carrie E. Coyner and Kerry Brian Hutcherson of Rudy, Coyner & Associates, PLLC as Seller's attorneys-in-fact for the purpose of managing any zoning applications necessary to ensure that the Intended Use is legally permitted on the Property.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

[Remainder of Page Intentionally Left Blank]

Buyer Initials RW Seller Initials

Page 7 of 8

SIGNATURE PAGE TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

BUYER:	SELLER:
RHETSON COMBANIES INC	JAMES R. BLANTON, JR.
Ву:	Sign: James & Blanton
Name: Richard Vincent Title: Executive Vice President of Rea	Date: Omby 12 2022
Date: 7-6-2022	*
The tinderslaned hereby acknowledges	receipt of the Earnest Money set forth herein and agrees to hold said
Earnest Money in accordance with the	terms hereof.
	RUDY, COYNER & ASSOCIATES, PLLC
Date: By:	
I	
	N .
	2 0 00
Buyer Initials Seller Initials	Page 8 of 8



Mr. Robert Love
Director of Planning and Community Development
Prince Edward County Planning and Community Development
111 N. South Street, 3rd Floor
P.O. Box 382
Farmville, VA 23901
(434)-392-8837

September 1, 2022

Mr. Love,

Summit Design and Engineering Services is filing this Application for Special Use Permit (SUP) on behalf of Rhetson Companies, Inc. The subject property consists of an approximately +/- 3.70-acre portion of Parcels 0505D and 0505F, which total in acreage to +/- 13.97-acres. The site is located in Prince Edward County and fronts on US Highway 15 (Farmville Rd), just north of the intersection of College Rd (Route 692) in the Kingsville area. Rhetson Companies is seeking to locate a proposed 10,640 SF retail store on the subject property.

The subject property is requesting a special use permit to locate the retail store on the subject property. The subject property is currently zoned A-2, Agricultural Residential, and is also located within the US Highway 15 Highway Corridor Overlay District, as outlined in the Prince Edward County Zoning Ordinance. The subject property is identified on the Prince Edward County Comprehensive Plan Future Land Use Map and Description as in an area for Commercial Uses with encouragement of commercial developments along Route 15 South to Worsham, specifically in the Kingsville Area (the Future Land Use Map is attached to this Letter).

The proposed use also promotes the following specific objectives and goals, as outlined in the Prince Edward County Comprehensive Plan:

• Economic Development:

- o Goal: To Stabilize, balance and strengthen the economy of Prince Edward County.
- Objective #2: Promote the retention and growth of existing county businesses, and the location of new businesses in the county.
- Objective #3: Develop a diversified economic base in the County.

Land Use:

- Goal: Ensure the optimal use of land resources within Prince Edward County, and promote and support an environmentally sound future land use pattern that provides for a variety of community needs, minimized conflicts between existing and proposed land uses, and can be supported by adequate public facilities.
- Objective #1: Use the Comprehensive Plan as the primary policy guide for the County's land use and community facility decisions.

- Objective #4: Promote a strong and diversified industrial and commercial base which does not create significant negative impacts on residential areas, prime agricultural lands or public facilities.
- Objective #7: Promote Prince Edward County's rural communities as suitable locations for appropriately scaled residential, commercial, and civic development.

The proposed development directly supports and follows the Prince Edward County Comprehensive Plan through being located in a corridor outlined for Future Land Use including commercial development. Furthermore, the proposed development is located adjacent to existing commercial developments at the College Rd (Route 692) intersection and meets the character of the surrounding area. The proposed development will meet the goal of economic development outlined in the comprehensive plan through creating new business and diversifying Prince Edward County's tax base. The proposed development also meets the Land Use goals including following the Future Land Use designation of the Prince Edward County Comprehensive Plan, promoting a strong and diversified commercial base that will not create significant negative impacts on neighboring properties, and promoting commercial development in the County's rural areas.

The proposed development will have minimal impacts to noise, odor, dust, and fumes to adjacent properties based on its intended use. The property will be aesthetically pleasing and will meet the architectural and design standards outlined by the US 15 Highway Corridor District in the Prince Edward County Zoning Ordinance. To properly buffer the property, a fifteen (15) foot buffer yard will be maintained with existing vegetation along any potential subdivided property line where sight distance permits. If the existing vegetation maintained is not suitable to Prince Edward County, additional plantings in the form of small evergreen trees will be planted at the direction of the Zoning Administrator. Additionally, landscaping following the requirements of the US 15 Highway Corridor District and other applicable landscaping standards of the Prince Edward County Zoning Ordinance will be provided at the perimeter and interior of the parking lot. All dumpster areas will be screened with a dumpster enclosure. All proposed signs will meet the requirements of the Prince Edward County Zoning Ordinance and the US 15 Highway Corridor District. There are no public sidewalks along US 15 adjacent to this property, so the applicant wishes to request to not provide any new sidewalk along US 15 due to the lack of existing sidewalk.

The proposed development will meet all applicable standards for Erosion and Sediment Control and Stormwater Management, and will feature Erosion and Sediment Control Measures, and a permanent stormwater management pond meeting the standards of Virginia Code and Prince Edward County. The proposed entrance location has been preliminarily reviewed by the Virginia Department of Transportation, Farmville Residency, Assistant Resident Engineer, Steve Snell, and VDOT has determined that the entrance location and design is safe and suitable for zoning approval with the addition of a right turn lane into the store featuring a 100' taper and 100' turn lane. This confirmation from DOT is attached behind this narrative.

The proposed use is generally compatible with other surrounding properties in the area. As previously mentioned, the Prince Edward County Comprehensive Plan Future Land Use Map identifies this section of US 15 as suitable for commercial development. The future development will be compatible with the existing uses in the Kingsville Area (US 15 Intersection with College Rd) which currently features a gas station, convenience store, furniture store, and restaurant in the direct vicinity.

The potential architectural renderings of the building, preliminary site plan, and preliminary landscaping plan are attached to this application and narrative.

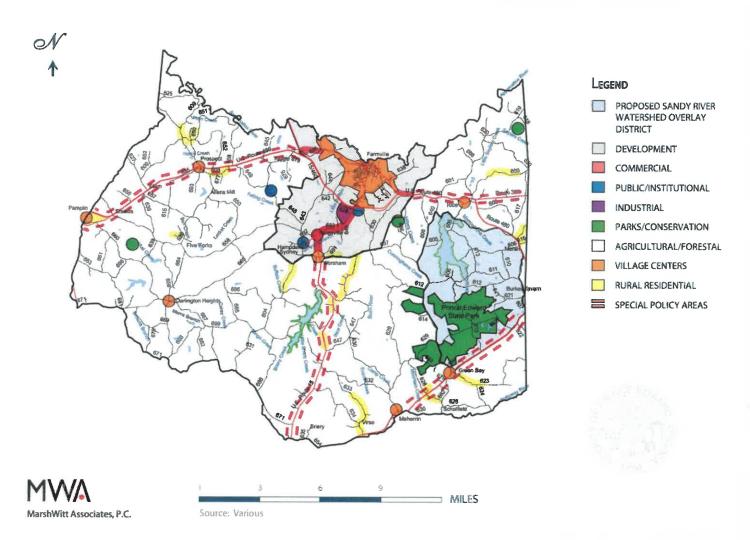
Sincerely,

Matt Hastings, PE

Land Development Manager- VA

Summit Design and Engineering Services, PLLC

Future Land Use Map from Prince Edward County Comprehensive Plan



VDOT Entrance Confirmation

From: Snell Steve
To: Seth Epperson, EIT

Subject: Re: Potential Retail Store- US 15

Date: Monday, August 15, 2022 5:51:50 PM

Attachments: image001.png image002.png

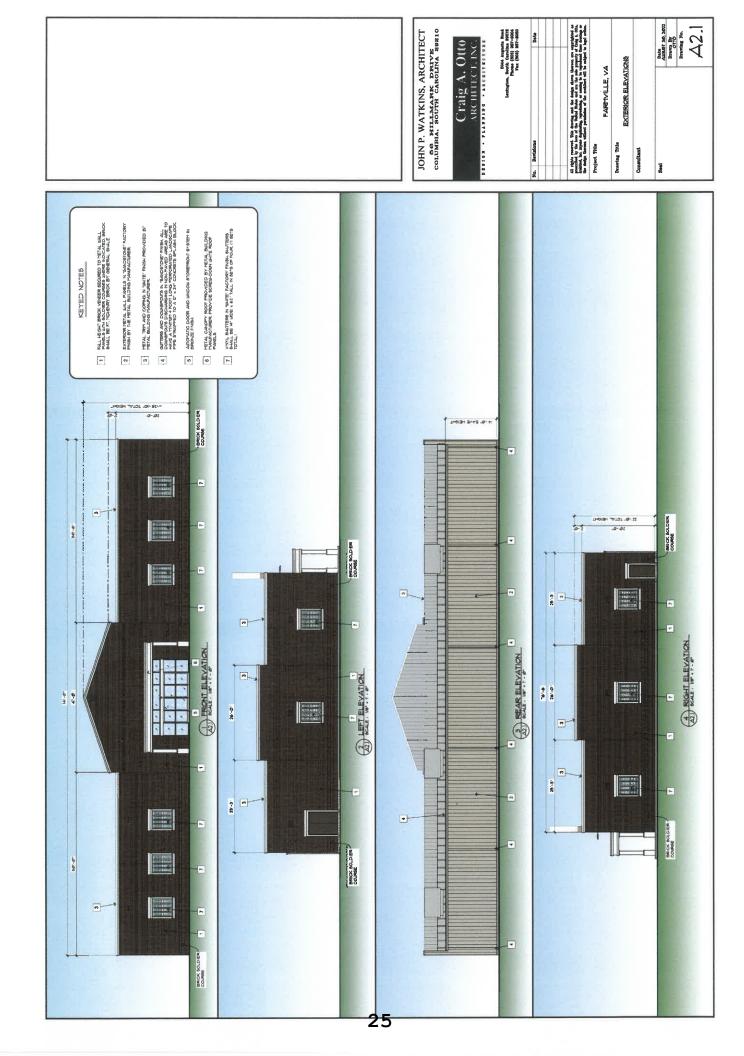
image003.prq image004.prq image005.prq image006.prq image007.prq image794546.prg image105438.prq image425725.prq image425725.prq image425725.prq image425725.prq image497219.prq image490219.prq image490219.prq image490219.prq image6022559.prq

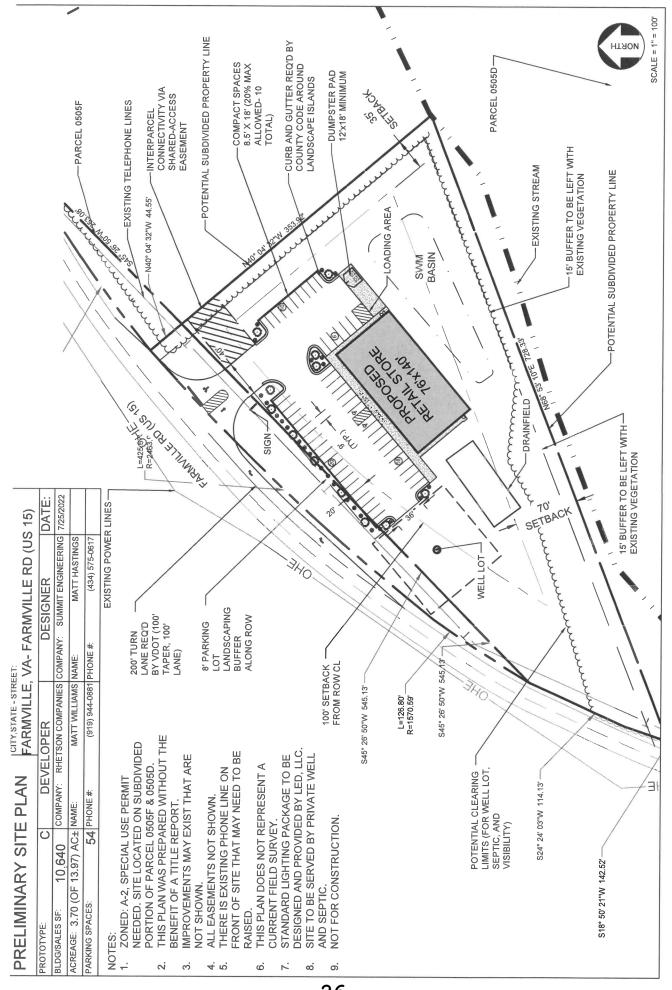
Seth,

The proposed plan is sufficient for VDOT zoning approval. For safety reasons we will need a 100 foot taper with a 100 foot turn lane for the right turn in (ingress) on the final site plan submitted for a VDOT entrance permit. The entrance location on the inside of the curve could lead to rear end collisions without the turn lane.

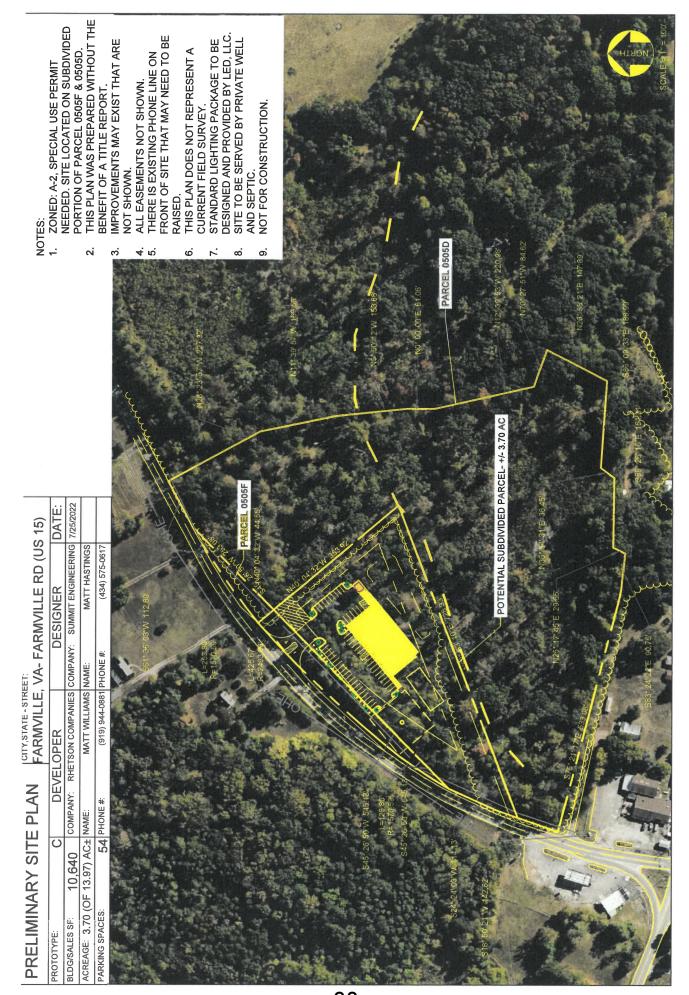
Thanks,

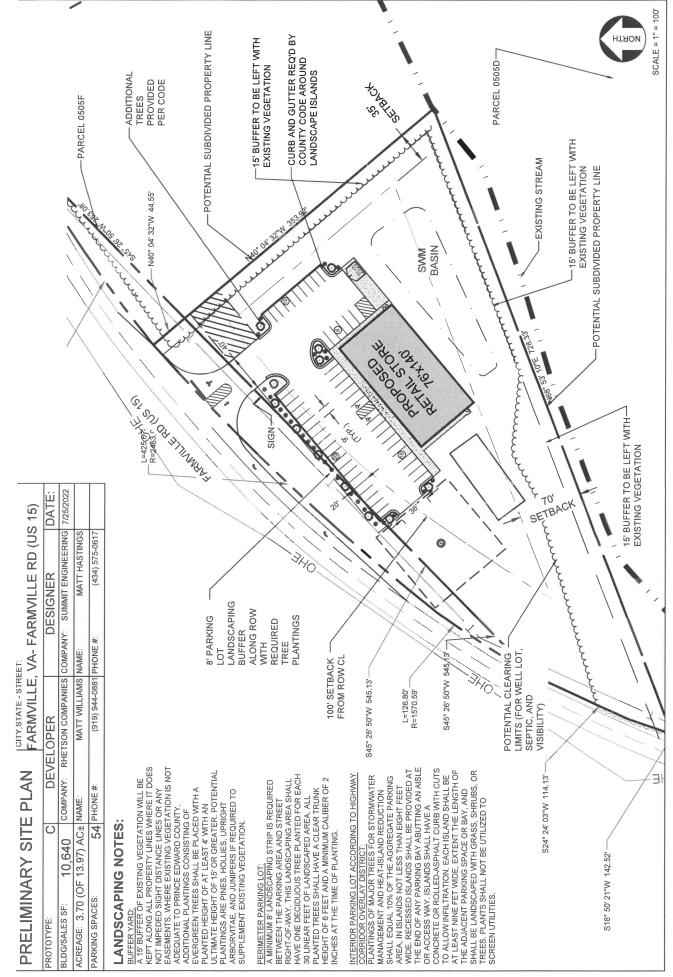
Steve





PARCEL 0505F			EXISTING STREAM 15' BUFFER TO BE LEFT WITH EXISTING VEGETATION POTENTIAL SUBDIVIDED PROPERTY LINE E LEFT WITH ATTION SCALE = 1"=1900
LE RD (US 15) VER DATE: TENGINEERING 7/25/2022 AATT HASTINGS (434) 575-0617 EXISTING POWER LINES			15' BUFFER TO BE LEFT WITH EXISTING VEGETATION
ARMVILLE RD (US DESIGNER SUMMIT ENGINEERING MATT HASTINGS (434) 575-0817 EXISTING POW		WILL LOT	
FARMVILLE, VA- FARMVIL OPER OPER MATT WILLIAMS (919) 944-0801 DISTRIBUTION MATT WILLIAMS (919) 944-0801 DESIGN MATT WILLIAMS MAT	200' TURN LANE REQ'D BY VDOT (100' BY VDOT (100' LANE) 8' PARKING LOT LANDSCAPING BUFFER ALONG ROW		
FARMVILLE, VA- FA VELOPER RHETSON COMPANIES COMPANY: MATT WILLIAMS NAME: (919) 944-0881 PHONE #	HE TAN LAN B' LO LO LO LO LO 100' SETBACK FROM ROW CL	26°50°W 545 13. E=128 80 R=1570.59 S45°20'50°W E	E /
DEVEL	PERMIT A SUBDIVIDEI R & 0505D. WITHOUT TI RT. I THAT ARE AM. LINE ON VEED TO BE RESENT A AGE TO BE BY LED, LLC. VATE WELL	S45".	- A
C C D COMPANY 3.97) AC± NAME: 54 PHONE #	PECIAL USE F LOCATED ON ARCEL 0505F S PREPARED TITLE REPOF S MAY EXIST TS NOT SHOW TING PHONE THAT MAY IN SS NOT REPK D SURVEY. HTING PACK O PROVIDED I SYED BY PRI'	POTENTIAL CLEARING LIMITS (FOR WELL LOT, SEPTIC, AND VISIBILITY)	S24"24"03"V
PRELIMINARY SITE PLAN PROTOTYPE: C DEV BLDG/SALES SF: 10,640 COMPANY: 1 ACREAGE: 3.70 (OF 13.97) AC± PARKING SPACES: 54 PHONE #: NOTES:	ZONED: A-2, SPECIAL USE PERMIT NEEDED. SITE LOCATED ON SUBDIVIDED PORTION OF PARCEL 0505F & 0505D. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN. ALL EASEMENTS NOT SHOWN. THERE IS EXISTING PHONE LINE ON FRONT OF SITE THAT MAY NEED TO BE RAISED. THIS PLAN DOES NOT REPRESENT A CURRENT FIELD SURVEY. STANDARD LIGHTING PACKAGE TO BE DESIGNED AND PROVIDED BY LED, LLC. SITE TO BE SERVED BY PRIVATE WELL AND SEPTIC.		S18* 50.2#W 14
PROTOTYPE: BLDG/SALES SF: ACREAGE: 3.70 PARKING SPACE NOTES:	2.	A STATE OF	



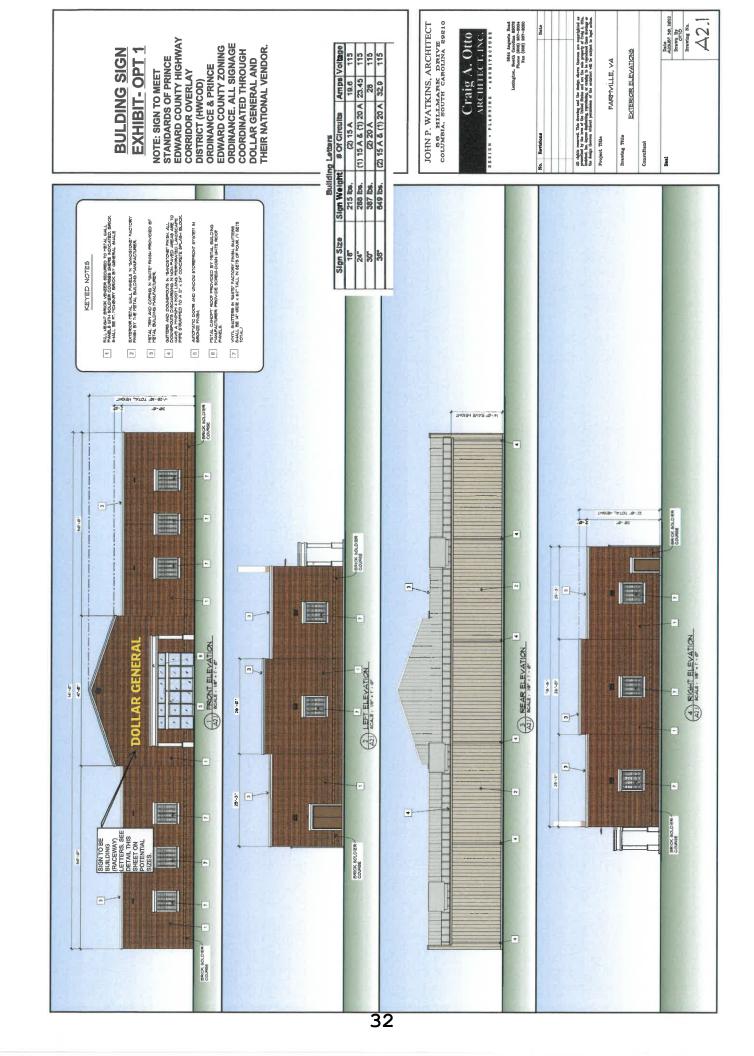


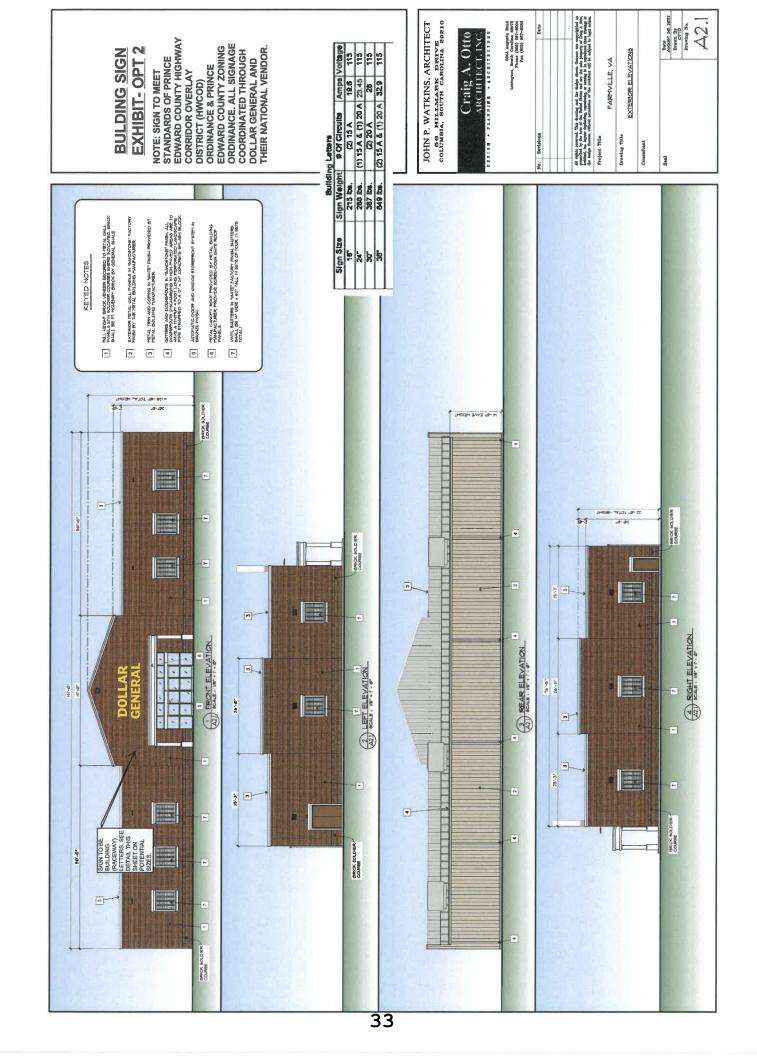
SIGN NARRATIVE

The attached sign details show what the potential signage on the development could look like in accordance with the Prince Edward County Zoning Ordinance and Highway Corridor Overlay District Ordinance. All signage is coordinated through Dollar General and their National Vendor. Dollar General will have the responsibility of meeting all applicable sign requirements of the Prince Edward County Code of Ordinances.

The attached exhibits show a freestanding monument sign, which will include brick to match the building, and a building raceway letters sign. The building sign has two options shown to make sure signage requirements can be met by Dollar General and their national vendor. Both signs include raceway building letters, as requested by Prince Edward County Staff. All signage for the proposed development will meet the requirements of the Prince Edward County Zoning Ordinance.

DISTRICT (HWCOD)
ORDINANCE & PRINCE
EDWARD COUNTY Dollar General -COORDINATED
THROUGH DOLLAR
GENERAL AND THEIR
NATIONAL VENDOR. PRINCE EDWARD COUNTY HIGHWAY CORRIDOR OVERLAY Farmville, VA NOTE: SIGN TO MEET ZONING ORDINANCE. STANDARDS OF **ALL SIGNAGE** DOLLAR GENERAL PEDESTAL SIGN GENERA Sign dimensions not to exceed HWCOD ordinance of 30 square BRICK TO MATCH BUILDING









New Build Product Information

Data and Install Guides



QubePAK Regal 3

Architectural Outdoor LED Wall Pack





Key Features

- Modern LED replacement for traditional fluorescent or HID fixtures.
- Elegant yet rugged construction effortlessly integrates with existing architecture.
- Adjustable, full-cutoff design with a tilt mechanism that allows for precise aiming.
- Night sky friendly: eliminates light pollution and minimizes glare.
- Industry leading 10-Year warranty.

Electrical -

- 120-277VAC. 0-10V dimming standard.²
- System power factor >90% and THD <20%.
- Photocell/motion sensor available.
- Operating temperature: -40°C to +40°C (-40°F to +104°F)

Mounting

· Luminaire is ready to be surface mounted.

Construction

- Robust die-cast aluminum housing protects integral components from harsh environments and optimizes thermal management.
- Housing is protected by a corrosion resistant bronze powder coat finish.
- IP65 rated enclosure prevents intrusion from environmental elements that could degrade performance.

Optics

- Type II or Type IV optical distribution.
- Industry leading LEDs with 3000K, 4000K, and 5000K CCT (minimum 70 CRI).
- Lumen Maintenance: 100,000 hours (L70) 1

Warranty

· Backed by US LED's industry leading 10-year warranty.

Project

Date

Catalog Number

Product Performance Summary

Lumen Output	Up to 14,007 lumens
Efficacy	Up to 142 LPW
CRI	≥ 70 CRI
Available CCT	3000K, 4000K & 5000K
Warranty	10-Year Warranty

Product Overview

The QubePAK Regal 3 LED wall pack is designed to easily integrate into any existing architecture and provide superior illumination. With two optical distributions, the QubePAK Regal 3 provides a complete site-wide solution for commercial exterior applications. Its elegant aesthetics combined with first-class performance make it a popular choice with specifiers and lighting designers.

Product Applications

- Perimeter Areas
 - **Building Exteriors**
- Security Lighting
- Wall Washing Parking Lots
- · Educational Facilities
- · Business Campuses
- · Industrial Facilities
- Mall/Retail Exteriors
- · General Lighting

Product Certifications/Approvals

- UL Listed
- Complies with UL1598 and CSA C22.2
- **DLC Premium Listed**
- Suitable for Wet Locations
- IP65 Rated Enclosure
- **RoHS Compliant**











Example: WPR3-UNVL-37W-2-50-BZ

Ordering Information

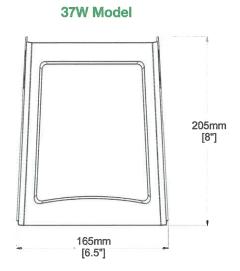
WPR3										
Series	Inpu	t Voltage	Po	ower	C	Optics		ССТ	F	inish
	UNVL	120-277V	37	37W ²	2	Type 2	30	3000K	BZ	Bronze
			58	58W	4	Type 4	40	4000K		
			70	70W			50	5000K		
			100	100W						

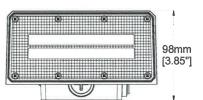
^{1.} US LED product 'Lifetimes' refer only to the LED light engine, not the power source, and are based on the Illuminating Engineering Society's TM21 Projected Lumen Maintenance methodology at a 25° C / 77° F ambient temperature. The lifetimes are solely meant to be a guide for expected LED degradation and not a warranty or predictive of their actual life, which can be affected by ambient temperatures and other factors 37W model is non-dimmable.

QubePAK Regal3 Architectural Outdoor LED Wall Pack



Dimensions

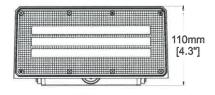




Model	Net Weight
37W	2.87 lbs. (1.3kg)

281mm [11"]

58W Model

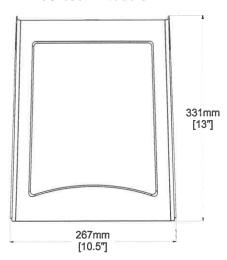


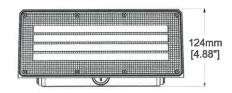
216mm

[8.5"]

Model	Net Weight
58W	4.63 lbs. (2.1kg)

70-100W Models





Model	Net Weight
70-100W	5.95 lbs. (2.7kg)

Performance Data

Model	Available CCT	System Level Power	Delivered Lumens	Efficacy	L70 Calculate Life
WPR3-UNVL-37-X-XX-BZ	3000K/4000K/5000K	37.1W	4,701 im	126 LPW	100,000 Hours
WPR3-UNVL-58-X-XX-BZ	3000K/4000K/5000K	58.4W	7,695 lm	132 LPW	100,000 Hours
WPR3-UNVL-70-X-XX-BZ	3000K/4000K/5000K	71.8W	10,201 lm	142 LPW	` 100,000 Hours
WPR3-UNVL-100-X-XX-BZ	3000K/4000K/5000K	104.5W	14,007 lm	134 LPW	100,000 Hours



QUBEPAK REGAL 3 (WPR3)

INSTALLATION INSTRUCTIONS

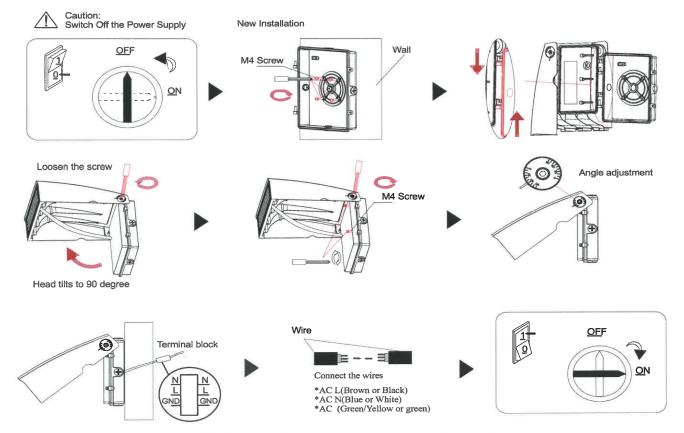


WARNING

- The installation must only be performed by a licensed electrician.
- To prevent death, injury or damage to property, this product must be installed in accordance to National Electric Code (NFPA70 in the US or Canadian Electrical Code (CSA22.1) in Canada.
- · Disconnect power before installing the product or servicing it.
- · Wait until fixture has cooled down before installing or servicing the fixture.
- · Make sure that the fixture is grounded.
- · Modification to the WPR3 fixture voids its warranty and UL Listing.
- · Caution Risk of fire.
- · Min. 75°C supply conductor.
- · Suitable for wet locations.
- · Suitable for operation in ambient not exceeding 50°C.

INSTALLATION INSTRUCTIONS

- 1. Verify power is disabled.
- 2. Remove fixture from carton.
- 3. Loosen the two captive screws opposite the hinge side.
- 4. With hing to the left, open cover approximately 120 degrees and slide cover away, to remove cover from the hinge pins.
- 5. Feed wires from line power through applicable conduit holes and mount fixture base to wall according to local codes using appropriate mounting hardware. Junction box, conduit, conduit fittings and mounting hardware are not supplied. Use fittings suitable for wet location (Type 4 or 4x). Use UL Listed fittings.
- 6. Slide cover onto base by aligning hinges.
- 7. Mate LED module wire connections.
- 8. Reconnect ground wire.
- 9. Close cover, use caution not to pinch wires, and secure with two screws opposite the hinge.
- 10. Adjust angle as appropriate.
- 11. Energize fixture.



Specifications and dimensions subject to change without notice.

Outdoor LED Area/Site Luminaire





Key Features

- Outdoor applications benefit from superior photometric performance and uniformity.
- Low profile design provides a contemporary appearance and is night sky friendly.
- Precision molded optics are sealed to protect against environmental contaminants.
- · Easy installation by one person in the field.
- Photocell and motion sensor accessories are available to be installed.

Electrical -

- 120-277V or 347-480V available.
- · 0-10V dimming standard.

Ordering Information

- · 10kV surge protection standard.
- · System power factor >90% and THD <20%.
- Operating temperature: -30°C to +40°C (-30°F to +104°F)

Mounting

 Slip fitter, pole mount, or trunnion mounting options available.

Construction

- Robust die-cast aluminum housing protects integral components from harsh environments and optimizes thermal management.
- Housing is protected by a corrosion resistant powder coat finish.
- Standard dark bronze finish. Custom colors available by request.
- IP66 rated enclosure prevents intrusion from environmental elements that could degrade performance.

Optics

- IP67 rated LED light engine prevents dust or moisture from degrading performance.
- Precision molded optics available in Type II, Type III, Type IV, or Type V distributions.
- Industry leading LEDs with 3000K, 4000K, and 5000K CCT (minimum 70 CRI).
- Lumen Maintenance: >60,000 hours (L70) ¹

Warranty -

 Product is backed by US LED's Five-Year Warranty. Project Date

Catalog Number

Type

Product Performance Summary

Lumen Output	Up to 20,790 lumens
Efficacy	Up to 140 LPW
CRI	≥ 70 CRI
Available CCT	3000K, 4000K & 5000K
Warranty	Five-Year Warranty

Product Overview

The Dorado XLR combines outstanding photometric performance and long-lasting quality. It's designed to provide a superior one-to-one solution for replacing existing legacy lighting technology. With multiple mounting options available, the Dorado XLR can get the light exactly where you need it in any outdoor application.

Product Applications

- Auto Dealerships
- Parking Lots
- Educational Facilities
- Business CampusesRecreational Areas
- Mall/Retail AreasCommercial Exteriors
- Industrial Facilities
- Security Areas
- · Site Pathway Areas

Product Certifications

- · ETL Listed for US & Canada
- · Complies with UL1598 and CSA C22.2
- Suitable for Wet Locations
- IP66 Rated Enclosure
- RoHS Compliant











Example: QDXLR-150-50-UNVL-1-3-N-Z5

QDXLR																
Series	N	lodel		ССТ	Inpu	t Voltage	di	Finish		Optics	E	Photocell		Mounting	A	ccessories
	150	150W	30	3000K	UNVL	120-277V	1	Bronze ²	2	Type 2	N	No Photocell	DAM-A	Adjustable For	BLS	Back Light
			40	4000K	UNVH	347-480V			3	Type 3	PC	Photocell		Square Pole and Round Pole -		Shield
			50	5000K					4	Type 4				4" Nominal	HSS	House Side Shield
									5	Type 5			SLI	Slip Fitter	MS	Motion
													TRU	Trunnion		Sensor
													SHA	For 2 ³ / ₈ " Round Tenon		

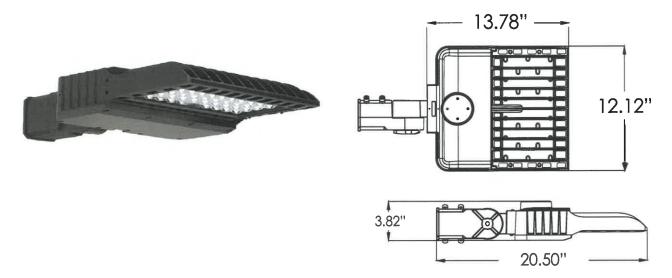
US LED product 'Lifetimes' refer only to the LED light engine, not the power source, and are based on the Illuminating Engineering Society's TM21 Reported Lumen Maintenance methodology at a 25° C / 77° F ambient temperature.
 The lifetimes are solely meant to be a guide for expected LED degradation and not a warranty or predictive of their actual life, which can be affected by ambient temperatures and other factors.

2. Custom colors available upon request

Outdoor LED Area/Site Luminaire



Dimensions



Net Weight	EPA Rating			
10.46 lbs.	0.36			

EPA (FT.2)	Configuration	Weight (lbs.)
0.36	6-1 1	11.46
0.72	■-●-■ 2@180	22.92
0.62	2@90	22.92
0.98	3@90	34.38
0.87	3@120	34.38
0.98	4 • 4@90	45.84

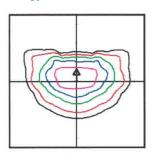
Outdoor LED Area/Site Luminaire



Optical Distributions

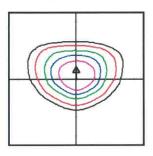
All photometric testing performed to IESNA LM-79 standards by a NVLAP® accredited testing facility. ISO footcandle plots below demonstrate examples of the general distribution patterns based on a 25' mounting height. Please visit www.usled.com for complete specifications, IES files, and detailed photometric data.

Type II Distribution



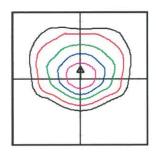
Type II distribution forms a wide, lateral asymmetric pattern typically used for applications needing narrow lighting. Examples might include car lot front rows, walkways, side streets, jogging paths, and entrances from the roadway.

Type III Distribution



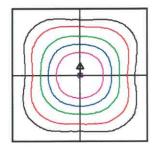
Type III distribution projects light evenly and equally forward on both sides in an "asymmetric" pattern. Commonly used in parking lots, wider roadways, and other applications where a larger area of lighting is required.

Type IV Distribution



Type IV distribution is intended to maximize the amount of light going forward in a longer "semicircular" pattern. This optic is used around the perimeters of parking lots where there is no desire for wasted light behind the pole. It's also used for sport applications and parking areas on the sides of buildings.

Type V Distribution



Type V distribution forms a symmetrical round or square pattern that allows the light to have the same intensity at all angles. Primarily used in parking lot interiors, crossroads, and roadway centers. It is also meant for large commercial parking lots where evenly distributed lighting is necessary.

Performance Data

Model	CCT	System Level Power	Delivered Lumens	Efficacy	L70 Calculate Life
	3000K	148.6 W	18,570 Lm	125 LPW	>60,000 Hours
150W	4000K	148.6 W	19,680 Lm	132 LPW	>60,000 Hours
	5000K	148.6 W	20,790 Lm	140 LPW	>60,000 Hours

Outdoor LED Area/Site Luminaire



Mounting Options -

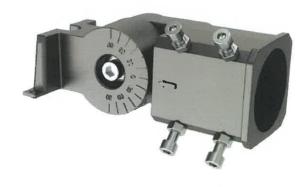
DAM-A | Mount for Square Pole & Round Pole - 4" Nominal



TRU | Trunnion Mount



SLI | Adjustable Slip Fitter Mount



SHA | Mount For 2 3/8" Round Tenon



Outdoor LED Area/Site Luminaire



Accessories

BLS | Back Light Shield



HSS | House Side Shield





NOTICE OF PUBLIC HEARINGS

The Prince Edward County Planning Commission will hold the following a **PUBLIC HEARING** on Tuesday, October 18, 2022, commencing at 7:00 p.m. in the Board of Supervisors Room, Prince Edward County Courthouse, 111 N. South Street, 3rd Floor, Farmville, Virginia, to receive citizen input prior to considering the following:

1. A request by Rhetson Companies, Inc. for a Special Use permit to operate a retail store on Tax Map Parcel 050-5-D and 050-5-F, located on the east side of Farmville Road (Route 15), 0.15 miles north of its intersection with Kingsville Road (Route 133).

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Citizen input for Public Hearings of the Planning Commission will be received by Karin Everhart, Deputy Clerk to the Planning Commission, using one of the following methods:

- 1. <u>In-Person Participation</u>: While county meetings have re-opened to the public, there is still limited seating. <u>To enter the Prince Edward County Courthouse</u>, individuals are required at all times to wear a mask and to socially distance. The Planning Commission appreciates the public's cooperation with these measures as the courthouse continues to operate under judicial order.
- 2. <u>Written Comments</u>: Please limit word count to no more than 500 words. Comments must be received by 2:00 p.m. the day of the meeting.

a. Mailed: Planning Commission

P.O. Box 382, Farmville, VA 23901.

b. <u>E-Mailed</u>: <u>info@co.prince-edward.va.us</u>

- 3. Remote Participation: Citizens may participate remotely during the meeting. To call in to the meeting, please dial: 1-844-890-7777. When prompted for an Access Number: 390313. Citizens are encouraged to pre-register with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Chair. Please state your name and district of residence. Based upon the # of speakers, the Chair will determine the time allotted to each speaker.
- 4. <u>County YouTube Channel</u>: Citizens may also view the monthly Planning Commission meeting live (no public input) at the County's YouTube Channel: (link is also on County website under Meetings & Public Notices.) <a href="https://www.youtube.com/channel/UCyfpsa5HEjlWejBSc5XwplA/featured">https://www.youtube.com/channel/UCyfpsa5HEjlWejBSc5XwplA/featured</a>.

A copy of the Special Use Permit is available for public review on the County's web site at www.co.prince-edward.va.us or in the Prince Edward County Administrator's Office, 111 N. South Street, 3<sup>rd</sup> Floor, Farmville, VA. It is the County's intent to comply with the Americans with Disabilities Act. Should you have questions or require special accommodations, please contact the County Administrator's Office at 434-392-8837.

###

### **Prince Edward County**

### **SUP Request**

Applicant:

Rhetson Companies, Inc.

Tax Map:

050-5-D & 050-5-F

#### Schedule B

 $List of adjoining \ Property \ owners \ and \ mailing \ addresses \ for \ the \ property \ for \ a \ SUP \ proposed \ for \ a \ retail \ store.$ 

| Owner                                              | Address                                                                                                                                                                                                                                  | Note                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Patricia Whirley Wright                            | 4889 Back Hampden Sydney Road<br>Farmville, VA 23901                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Shelby E. & Otis F. Asal                           | 142 Etherton Drive Farmville,<br>VA 23901                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| William Etherton ET AL                             | 108 Etherton Drive Farmville,<br>VA 23901                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Scott M. & Susan M. Harwood                        | P.O. Box 523 Farmville, VA 23901                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Susan H. Paul                                      | 706 First Avenue Farmville,<br>VA 23901                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| James R. Blanton, Jr.                              | 2662 Mouth Of The Creek Road Blounts<br>Creek, NC 27814                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| MWW Realty Corp.                                   | 1713 Westwood Avenue Richmond,<br>VA 23227                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| The President & Trustees of Hampden Sydney College | P.O. Box 127 Hampden<br>Sydney, VA 23943                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| H-SC Poplar Hill LLC                               | P.O. Box 127 Hampden<br>Sydney, VA 23943                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Mark Andrew Crater Trustee                         | 69 Joggers Trail Cumberland,<br>VA 23040                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                    |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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|                                                    |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                    | Patricia Whirley Wright  Shelby E. & Otis F. Asal  William Etherton ET AL  Scott M. & Susan M. Harwood  Susan H. Paul  James R. Blanton, Jr.  MWW Realty Corp.  The President & Trustees of Hampden Sydney College  H-SC Poplar Hill LLC | Patricia Whirley Wright  4889 Back Hampden Sydney Road Farmville, VA 23901  Shelby E. & Otis F. Asal  142 Etherton Drive Farmville, VA 23901  William Etherton ET AL  108 Etherton Drive Farmville, VA 23901  Scott M. & Susan M. Harwood  P.O. Box 523 Farmville, VA 23901  Susan H. Paul  706 First Avenue Farmville, VA 23901  James R. Blanton, Jr.  2662 Mouth Of The Creek Road Blounts Creek, NC 27814  MWW Realty Corp.  1713 Westwood Avenue Richmond, VA 23227  The President & Trustees of Hampden Sydney College  P.O. Box 127 Hampden Sydney, VA 23943  H-SC Poplar Hill LLC  P.O. Box 127 Hampden Sydney, VA 23943  Mark Andrew Crater Trustee  69 Joggers Trail  Cumberland, |

#### **BOARD OF SUPERVISORS**

Odessa H. Pride, Ed.D.
Chairman
Llew W. Gilliam, Jr.
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Pattie Cooper-Jones
Carol R. Stiff
Jerry R. Townsend
Cannon Watson



#### **COUNTY OF PRINCE EDWARD, VIRGINIA**

Director of Planning and Community Development

Robert Love

Post Office Box 382 III N. South Street, 3<sup>rd</sup> Floor Farmville, VA 23901

> Office: (434) 392-8837 Fax: (434) 392-6683

rlove@co.prince-edward.va.us www.co.prince-edward.va.us

October 4, 2022

To: Property Owners

From: Robert Love, Director of Planning and Community Development

Subject: Special Use Permit Request – Rhetson Companies, Inc.

The Prince Edward County Planning Commission will hold a public hearing on Tuesday, October 18, 2022 at 7:00 p.m. to receive citizen input on a request by Benjamin and Sadie Stoltzfus for a Special Use permit to operate a retail store on Tax Map Parcels 050-5-D and 050-5-F, located on the east side of Farmville Road (Route 15), 0.15 miles north of its intersection with Kingsville Road (Route 133). This parcel is located in the A2 (Agricultural Residential) zoning district. This use requires approval of a Special Use Permit in this zoning district.

You are receiving this notice because you own land in the vicinity of the property requested to be approved for the special use permit. Following the hearing the Prince Edward County Planning Commission may vote to approve or deny the request.

Due to the Coronavirus and to ensure the safety of the public and County Boards/Commissions the Board of Supervisors adopted an Emergency Ordinance modifying procedures for public meetings and public hearing practices. Instructions of how to listen or participate in the meeting and public hearing are contained on the reverse side of this letter.

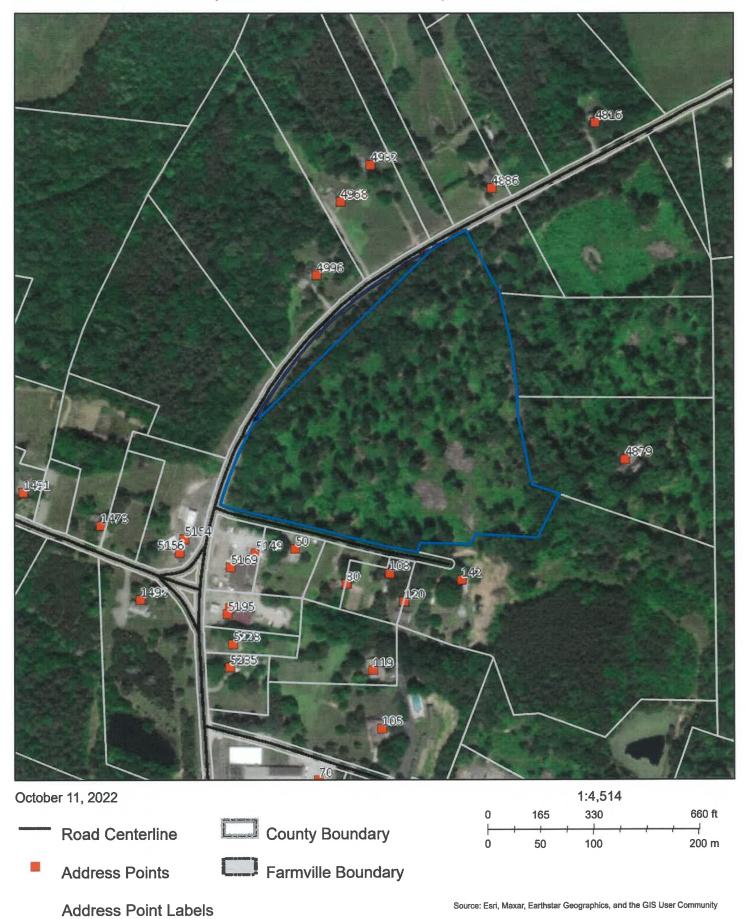
If you have any questions or comments, please do not hesitate to contact me at: 434-414-3037 or by email at: rlove@co.prince-edward.va.us

Respectfully,

Robert Love

Director of Planning and Community Development

Rhetson Companies, LLC - Tax Map #: 050-5-D & 050-5-F



# Special Use Permit - Rhetson Companies, LLC Tax Parcel Map #: 050-5-D and 050-5-F POTENTIAL CONDITIONS

#### SITE PLAN

- 1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 8/26/2022 are hereby made part of these development conditions.
- 2. Final site plan approval for the Retail Store shall be submitted to the Prince Edward County Community Development Department for final review and approval pursuant to Appendix B of the Prince Edward County Code (Zoning Ordinance).
- 3. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.
- 4. All buildings within the property shall be developed pursuant to Section 2-1300, Highway Corridor Overlay District, as a cohesive entity ensuring that building placement, architectural treatment, parking lot lighting, landscaping, trash disposal, vehicular and pedestrian circulation and other development elements work together functionally and aesthetically.
- 5. All landscaping shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County Planning and Community Development Director. Any vegetation found to be of poor condition shall be replaced and/or improved at the reasonable direction of the Planning and Community Development Director or his designee.

#### **ENVIRONMENTAL**

- 6. All pollution control measures, erosion and sediment control measures, storm water control facilities, and all construction activities shall comply with the requirements of the appropriate federal, state, and local regulations and ordinances.
- 7. All facilities for the provision of potable water and sanitation and wastewater disposal systems shall be approved by the appropriate local, state, or federal agency including but not limited to Virginia Department of Health, Virginia Departments of Environmental Quality, Environmental Protection Agency, etc.
- 8. Any development activities of a structural or land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statues and regulations.

#### **TRANSPORTATION**

9. All entrance permits must be authorized by the Virginia Department of Transportation.

- 10. All internal roads used for public access shall be of compacted earth or have a minimum of a four (4) inch stone base and shall be paved with concrete, asphalt, or durable pervious paving material.
- 11. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.

#### **GENERAL**

- 12. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
- 13. Outdoor storage of trash containers shall be situated at the rear of buildings and shall be appropriately screened in materials matching the building façade.
- 14. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
- 15. This Permit is non-transferable, except and unless written notice from the Permittee regarding the transfer, and a signed document from the proposed new Permittee is received by the Planning and Community Development Office which states that the new Permittee agrees to comply with all terms and Conditions imposed with the original Permit Issuance. If the proposed new Permittee desires to amend the original Permit Conditions, amendments must be addressed by the Prince Edward County Planning Commission and Board of Supervisors through the Special Use Permit process.
- 16. Failure of Permittee to full conform to all terms and conditions may result in revocation of this Special Use Permit if said failure or failures are not corrected or addressed to the satisfaction, not to be unreasonably withheld, of the County within thirty (30) days of written notice from the County.