



PLANNING COMMISSION REGULAR MEETING AGENDA

CITY COUNCIL CHAMBERS

March 10, 2025

2:00 PM

I. WELCOME AND CALL TO ORDER

II. ROLL CALL

III. NEW BUSINESS

1. Rezoning application PZ25-00080 filed by Grevail LLC to rezone Parcel 72915 (1985 Blair Loop Road) from S-R Suburban Residential to M-R Multifamily Residential.
2. Special Use Permit application PZ25-00160 filed by Kare Partners, LLC to allow uses permitted by right and by special use permit in the HR-C Highway Retail Commercial zoning district (Child Therapeutic Day Support Services) in accordance with Article 3.0 Section C Item 15 at Parcel 77074 (119 Cane Creek Boulevard).

IV. NOT FOR PUBLIC HEARING

1. ROW Dedication for Memorial Drive
2. Major Plat review for Pinecrest Drive

V. APPROVAL OF MINUTES

1. Approve minutes from February 10, 2025 meeting

VI. PLANNING DIRECTOR'S REPORT

VII. ADJOURNMENT

STAFF REPORT

DATE: March 10, 2025
TO: Planning Commission
FROM: Renee Burton, Division Director of Planning
RE: Rezoning application PZ25-00080 filed by Grevail LLC to rezone Parcel 72915 (1985 Blair Loop Road) from S-R Suburban Residential to M-R Multifamily Residential.

SUMMARY

1985 Blair Loop Road is a three-unit attached residential dwelling on approximately 31,000 square feet on the corner of Blair Loop Road and Westover Drive. The property is legal nonconforming as the units have had active utility service since 2000, and attached residential requires a special use permit in the OT-R Old Town Residential zoning district. The applicant recently purchased the property and is exploring the potential to add additional units/buildings to the property. They are requesting to rezone from OT-R Old Town Residential to M-R Multifamily Residential to bring the property into compliance and allow future expansion of the use in accordance with Article 3.G of the zoning code.

1988-1998 Blair Loop Road was rezoned to M-R Multifamily Residential in 2022. Rezoning 1985 Blair Loop Road to M-R Multifamily Residential is an expansion of the existing adjacent M-R Multifamily Residential zoning district and is in line with the residential mixed-use corridor designation set forth by the comprehensive plan while not changing the existing use of the property. Approval of this rezoning application will require the property to meet current parking requirements at one (1) space per unit.

Thirty-two (32) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. Nine (9) responses were received, four (4) were unopposed and five (5) were opposed.

RECOMMENDATION

The Planning Division recommends that the Planning Commission recommend approval of rezoning application PZ25-00080 to rezone Parcel 72915 (1985 Blair Loop Road) from S-R Suburban Residential to M-R Multifamily Residential.

ATTACHMENTS

1. Application (3)
2. 1985 Blair Loop Rd Aerials Map
3. 1985 Blair Loop Rd Owners Zoning Map



CITY OF DANVILLE

Community Development

Division of Planning and Zoning

REZONING APPLICATION

1. An application for rezoning shall be made by the owner, contract purchaser with the owner's written consent, or the owner's agent, of the property on which the proposed use is to be located. The application shall be submitted to the Director of Planning/Zoning Administrator and shall be accompanied by the filing fee as established by the City Council.
2. The application shall include the following information:
 - a. A description of the proposed use and, where applicable, the hours of operation and the proposed number of employees/patrons.
 - b. A written statement of proposed project compatibility with the following:
 1. The Comprehensive Plan.
 2. The applicable zoning district.
 3. The surrounding properties.
 4. Current and future neighborhood conditions.
 5. Pedestrian and vehicular traffic patterns, on-site and off-site.
 6. Adequate public facilities.
 - c. When requested by the Director of Planning/Zoning Administrator, the Planning Commission, or the City Council, the following information shall be provided by the applicant:
 1. The architectural elevations and floor plans of proposed building(s).
 2. Traffic impact analysis.
 3. Fiscal impact analysis.
 4. Parking and site circulation analysis.
 5. Photographs of property and surrounding area.
 6. Environmental impact statement.
 7. A preliminary site plan in accordance with the Site Plan Regulations.

PLANNING DIVISION PROVIDED INFORMATION

Application #: PZ25-66080 PC Meeting Date: Feb 10
Date Received: 1-3-25 Received By: Williams
Parcel ID: 72915 Zoning District: _____
Existing Zoning: SR Proposed Zoning: A-R

APPLICANT PROVIDED INFORMATION

Exact legal description of property (Attach if insufficient space).

Property Address: 1485 Blair Loop Road
Danville VA 24541 Gross Area/Net Area: _____

Property Location: N ☐ S ☐ E ☐ W ☐ Side of: _____

Between: _____ and _____

Proffered Conditions (if any, please attach): _____

PRESENT OWNER (S) OF ALL PROPERTIES INCLUDED IN APPLICATION (PLEASE TYPE OR PRINT):

Name: Grevail LLC Telephone: 626-214-6449

Mailing Address: 300 Ringgold Industrial Parkway Suite 3C
Danville VA 24540

Email Address: info@grevail.com

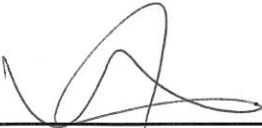
APPLICANT (PLEASE TYPE OR PRINT):

If the applicant is not the property owner, written authorization from the property owner must accompany this application.

Name: _____ Telephone: _____

Mailing Address: _____

Email Address: _____



Applicant Signature 1-3-25
date

Property Owner Signature date
(if not applicant)



2025 AERIAL IMAGERY OF SUBJECT PROPERTY

Prepared by:
Planning Division
2/20/2025



Disclaimer: Information contained on this map is to be used for reference purposes only. The City of Danville is not responsible for any inaccuracies herein contained. The City of Danville makes no representation of warranty as to this map's accuracy, and in particular, its accuracy in labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.



SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY

Prepared by:
Planning Division
2/20/2025



Disclaimer: Information contained on this map is to be used for reference purposes only. The City of Danville is not responsible for any inaccuracies herein contained. The City of Danville makes no representation of warranty as to this map's accuracy, and in particular, its accuracy in labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

STAFF REPORT

DATE: March 10, 2025
TO: Planning Commission
FROM: Renee Burton, Division Director of Planning
RE: Special Use Permit application PZ25-00160 filed by Kare Partners, LLC to allow uses permitted by right and by special use permit in the HR-C Highway Retail Commercial zoning district (Child Therapeutic Day Support Services) in accordance with Article 3.O Section C Item 15 at Parcel 77074 (119 Cane Creek Boulevard).

SUMMARY

Kare Partners, LLC has filed a request for a Special Use Permit that would allow the operation of child therapeutic day support services at 119 Cane Creek Boulevard, zoned LED-I. Kare Partners, LLC owns and operates Compleat KiDZ, a therapeutic day support program for children. Compleat KiDZ currently has nineteen (19) locations throughout North Carolina and southern Virginia. Operations at the Danville location will begin care of 25 children with plans to expand to 150 children within the first year. Sessions will be offered at 8:00 am, 1:00 pm, 3:30 pm and 6:30 pm and will last 1.5 hours. Within five (5) years, Compleat KiDZ will create 200 jobs.

Child therapeutic day support services are not permitted by right in the LED-I Light Economic Development Industrial zoning classification. However, Item 15 of the Uses Permitted by Special Use Permit allows for "uses permitted by right and by special use permit in the HR-C District," where child therapeutic day support services are permitted by right. The applicant has applied for a Special Use Permit for their operation in accordance with Article 3.O Section C Item 15.

The property has sufficient parking for the proposed use, and the existing signalized intersection removes the need for a traffic analysis study. This program will expand access to essential services for children and fill a need for the community.

Eleven (11) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. No responses were received.

RECOMMENDATION

The Planning Division recommends that the Planning Commission recommend approval of special use permit application PZ25-00160 to allow uses permitted by right and by special use permit in the HR-C Highway Retail Commercial zoning district (Child Therapeutic Day Support Services) in accordance with Article 3.O Section C Item 15 at Parcel 77074 (119 Cane Creek Boulevard).

ATTACHMENTS

1. Special Use Permit for 119 Cane Creek Blvd
2. Contract for 119 Cane Creek Blvd
3. 119 Cane Creek Blvd Aerials Map
4. 119 Cane Creek Blvd Owners Zoning Map



CITY OF DANVILLE
Community Development
Division of Planning and Zoning

SPECIAL USE PERMIT APPLICATION

Article 6. Section D. Application Requirements for Special Use Permit.

1. *An application for a special use permit shall be made by the owner, contract purchaser with the owner's written consent, or the owner's agent, of the property on which the proposed use is to be located. The application shall be submitted to the Director of Planning/Zoning Administrator and shall be accompanied by the filing fee of \$400.00.*
2. *If the request for a special use permit has been denied by the City Council, a request in substantially the same form shall not be resubmitted within one (1) year of the date of denial.*

PLANNING DIVISION PROVIDED INFORMATION

Application

#: _____ PC Meeting Date: _____

Date Received: _____ Received By: _____

Parcel ID: _____ Address: _____

Existing Zoning: _____ Future Land Use: _____

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#) 119 Cane Creek Blvd. Danville, Va 24540

Applicant: Adi Khindaria

Applicant's Address: 2675 Court Dr. Gastonia, NC 28054

Applicant's Phone Number: 704-678-4000

Applicant's E-mail: Adi@karepartners.com

Applicant's Signature _____

February 5th, 2025

Date

PLEASE ATTACH THE FOLLOWING:

PLEASE ATTACH THE FOLLOWING:

1. A preliminary site plan in accordance with the Site Plan Regulations.
2. A description of the proposed use and, where applicable, the hours of operation and the proposed number of employees/patrons.
3. A written statement of proposed project compatibility with the following:
 - A) The Comprehensive Plan.
 - B) The applicable zoning district.
 - C) The surrounding properties.
 - D) Current and future neighborhood conditions.
 - E) Pedestrian and vehicular traffic patterns, on-site and off-site.
 - F) Adequate public facilities.
4. When requested by the Director of Planning/Zoning Administrator, the Planning Commission, or the City Council, the following information shall be provided by the applicant:
 - A) The architectural elevations and floor plans of proposed building(s).
 - B) Traffic impact analysis.
 - C) Fiscal impact analysis.
 - D) Parking and site circulation analysis.
 - E) Photographs of property and surrounding area.
 - F) Environmental impact statement.

Compleat KiDZ Special Use Application – Danville, VA

Introduction & Mission

Compleat KiDZ, which was founded in 1989, has been committed to supporting children with special needs since our CEO purchased the company in 2004. From the very beginning, our primary focus has been pediatric therapy, ensuring sustainable, high-quality care for children with autism and developmental delays.

Our ethos has always been to serve underserved communities, particularly in semi-urban and small-town settings. Danville is an ideal location for expansion, as it currently does not have an ABA therapy clinic. Several parents from Danville and northern North Carolina have reached out to us requesting a clinic, highlighting a strong need for these services.

Compleat KiDZ is proud to be the largest pediatric therapy provider in North Carolina, and we are now expanding to meet the growing demand for ABA therapy in Virginia.

Planned Services & Operations

When we open our doors in Danville, we will initially serve 25 children and their families, with plans to expand to 150 children within the first year. To best accommodate our families, we will offer **individualized** therapy sessions, structured as follows:

- **Two to three therapy sessions per child per day**
- **Each session lasts 1.5 hours**
- Parents will drop off and pick up their children at designated times: **8:00 AM, 1:00 PM, 3:30 PM, and 6:30 PM**
- **No parents are required to stay on-site**, significantly reducing parking needs

Employment & Economic Impact

Compleat KiDZ is committed to being a long-term partner in Danville, with a **minimum 15-year commitment** to the community. Within the first five years, the clinic will create over **200 jobs**, with **90% of positions being clinical roles**. Job opportunities and average salaries include:

- **Behavior Technicians** – \$22.50 per hour
- **Board Certified Behavior Analysts (BCBAs)** – \$120,000 per year
- **Licensed Psychologists** – \$150,000 per year
- **Administrative Personnel** – \$75,000 per year



We will actively collaborate **needs organizations** to ensure and support.



with **local schools and special** ongoing community engagement



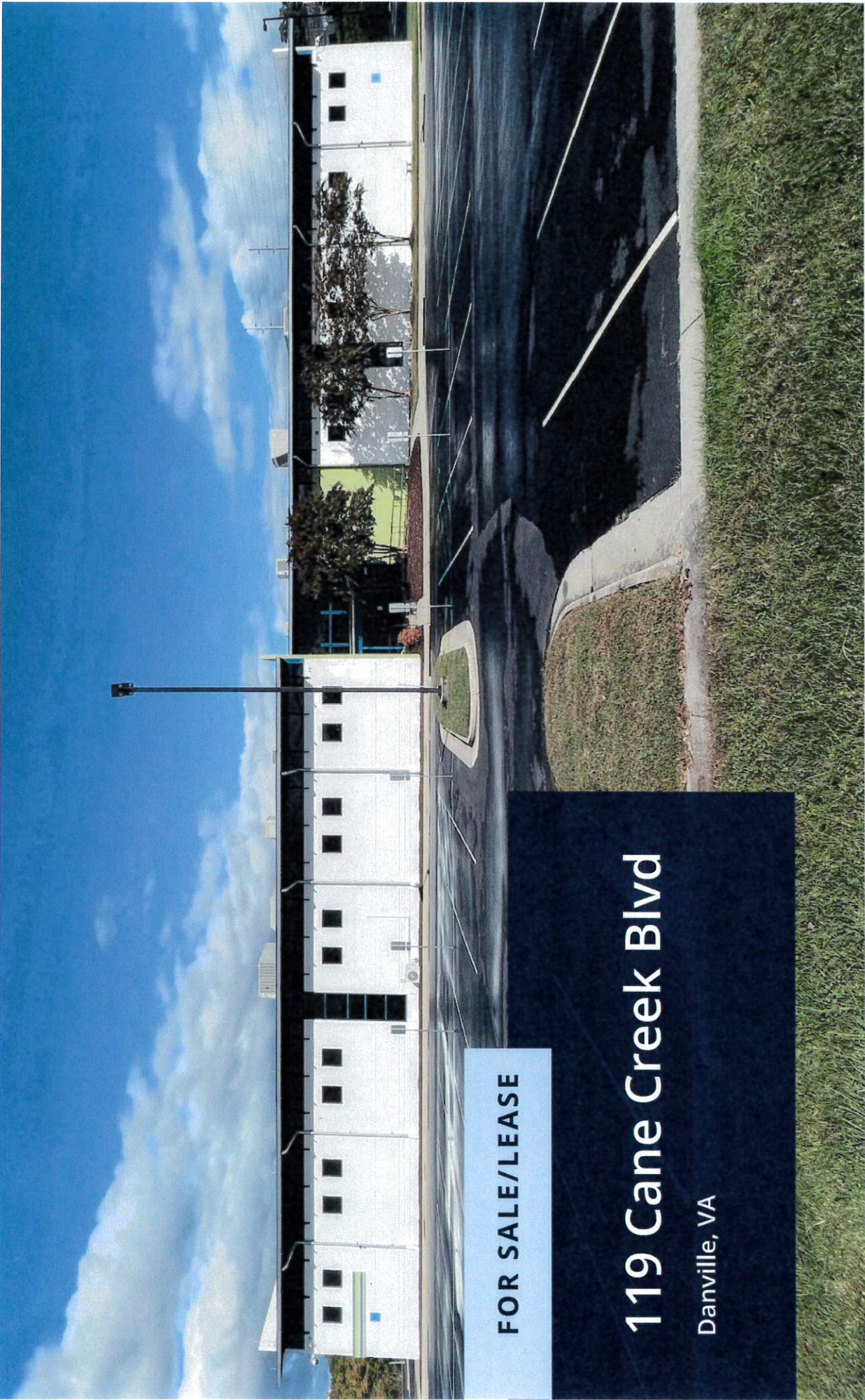
Insurance & Accessibility

To ensure affordability and access to care, Compleat KidZ has **contracted with all commercial insurers in Virginia**, with our **Medicaid contract currently in progress**.

Community Testimonials & Impact

We encourage stakeholders to hear directly from families whose lives have been transformed by our services. Click here : https://www.youtube.com/watch?v=7qqYi7_chA

Our expansion into Danville will not only bring specialized care to children with special needs but will also strengthen the local economy and create meaningful employment opportunities.



FOR SALE/LEASE

119 Cane Creek Blvd
Danville, VA

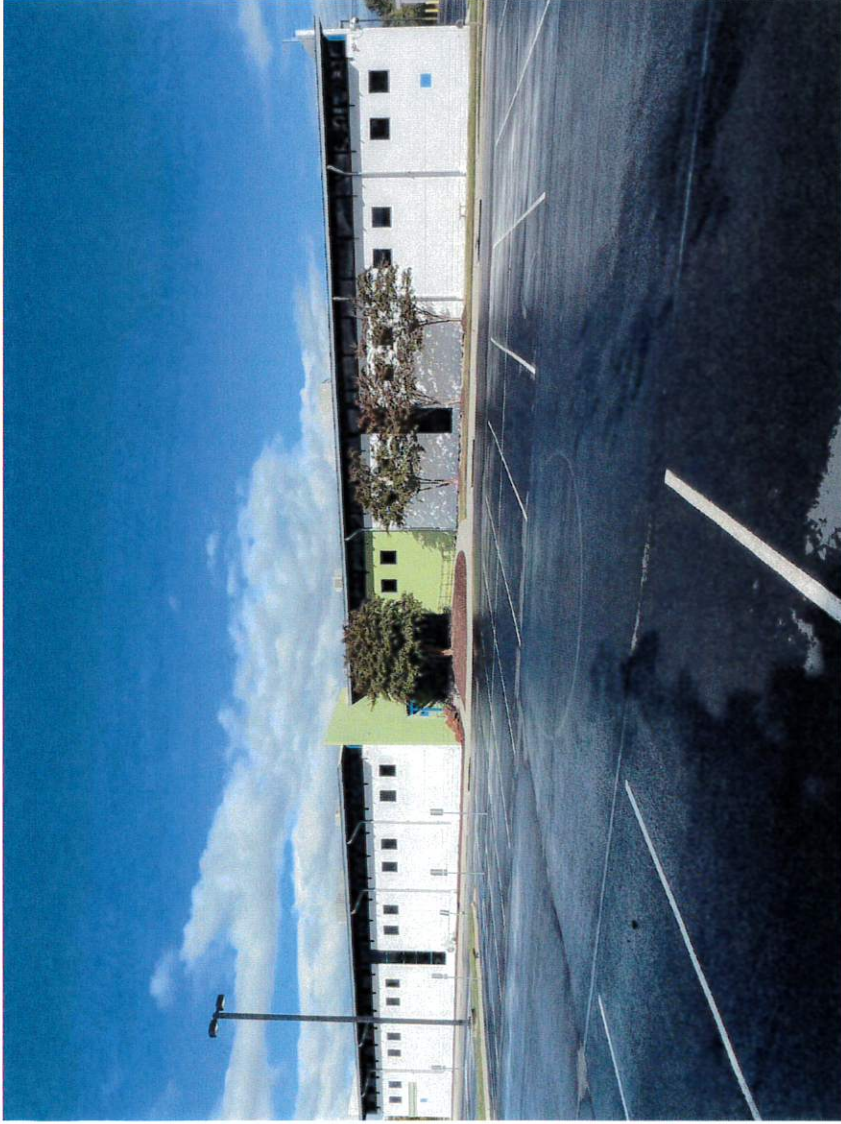
Gray Randolph, SIOR

Executive Vice President, Principal,
Associate Broker
+1 757 228 1817
gray.randolph@colliers.com

John Laramore

Wilkins & Co. Realtors/Commercial
+1 434 797 4007
+1 434 489 8200
johnlaramore@icloud.com





Features & Specifications

- ±50,652 RSF
- 9.76 acres
- LED-I Zoning
- Industrial use may be possible
- Former call center
- Parking ±450 spaces
- 10 minutes to Downtown Danville
- Possible grants and incentives
- Rubber membrane roof
- Wet sprinkler system
- 26 foot max and 21 foot minimum ceiling heights

Basic Lease Rate

\$8 PSF, NNN

Sale Price

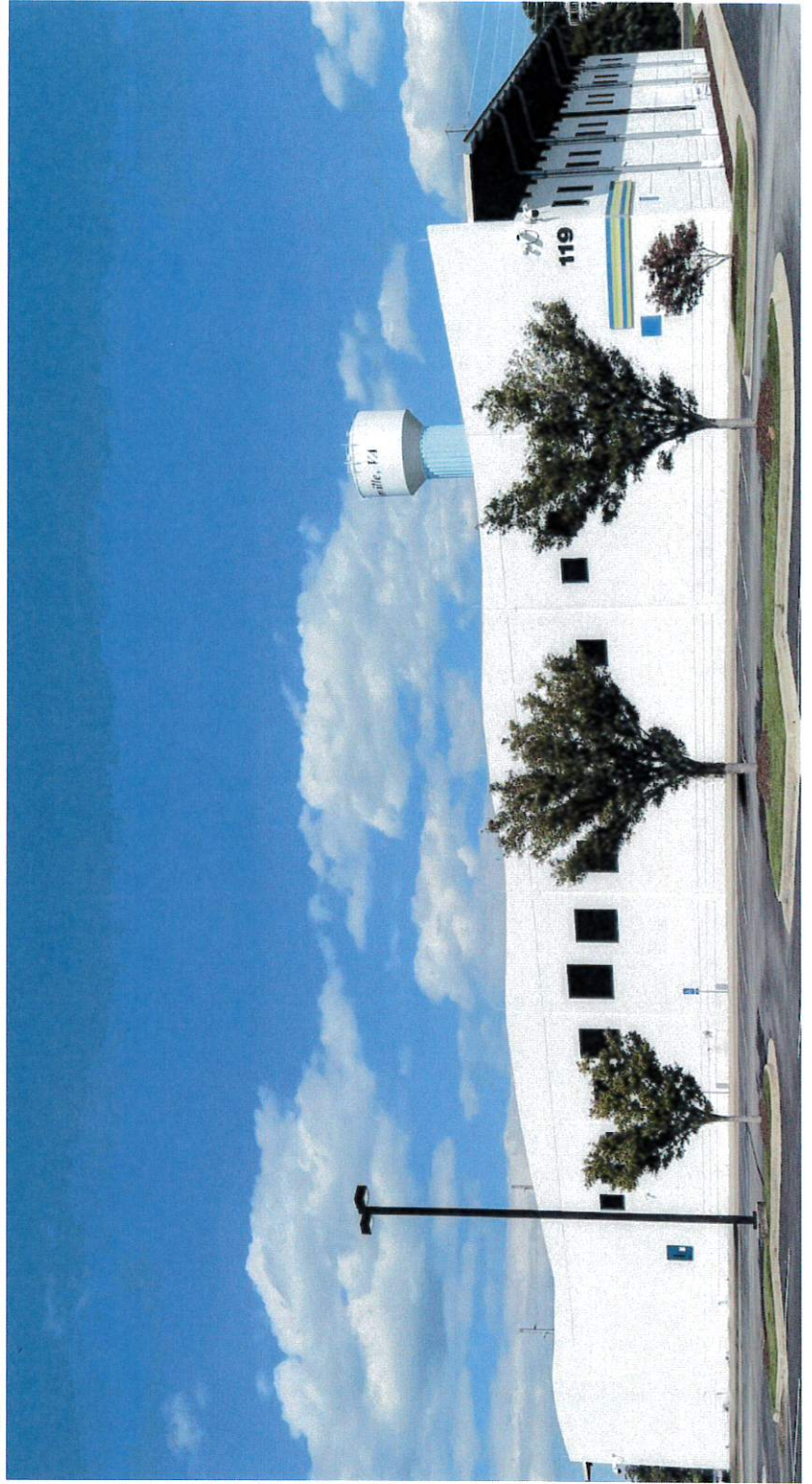
\$3.5 M

Power Specifications

The DVRO Facility is fed by a 480 / 277 volt, 3-phase, 4-wire power company service. The power company is Danville Electric, and the meter number is 09000164. The maximum demand for the building, as reported by the power company, is 822 kW (900 amperes). The service feeds a 480 / 277 volt, 3-phase, 4-wire main distribution switchboard in the electrical room. It is an Eaton Pow-R-Line C switchboard rated 2000 amperes.

Grant & Incentive Opportunities

- [Commonwealth Opportunity Fund](#)
- [Tobacco Region Opportunity Fund \(TROF\)](#)
- [Virginia Enterprise Zone Job Creation Grant](#)
- [Virginia Enterprise Zone - Real Property Investment Grant](#)
- [Virginia Jobs Investment Program \(VJIP\)](#)
- [Rail Industrial Access Program](#)
- [Commercial & Industrial Sales & Use Tax Exemption](#)
- [City of Danville Enterprise Zone Incentives](#)
- [Danville Industrial Enhancement Grant](#)
- [New Market Tax Credits Program \(NMTC\)](#)



Location & Access





150 West Main Street
Suite 1100
Norfolk, VA 23510
Main: +1 490 3300
colliers.com/norfolk

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johnlaramore@icloud.com



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119 Cane Creek Blvd



Warehouse - Virginia South
Central Submarket
Danville, VA 24540

50,652 SF RBA 425,146 SF Lot 2004 Built 50,652 Available SF \$0.67/NNN Asking Office Rent \$3.5M Sale Price \$69.10 Price/SF

Sale

For Sale \$3,500,000 (\$69.10/SF)
Sale Type Investment or Owner User
Sold Price \$6,125,000 (\$120.92/SF)
Date Sep 2019
Sale Type Investment
Financing Down Payment of \$3,231,754 (52.76%)
1st Mortgage
Bal/Pmt: \$2,893,633/-

Status Active

Office Avail 50,652 SF

For Lease

Smallest Space 50,652 SF
Max Contiguous 50,652 SF
of Spaces 1
Vacant 50,652 SF
% Leased 0%
Rent \$0.67
Service Type Triple Net

Space

Floor	Available	Use	Rent	Services
E 1st	50,652 SF	Office	\$0.67	NNN

Building

Type 3 Star Industrial Warehouse

RBA 50,652 SF
Stories 1
Typical Floor 50,652 SF
Class B

Tenancy Owner Occup

Multi No

Docks None
Drive Ins None
Levelers None

Clear Height 24'
Rail Spots None

Construction Event Date
Year Built 2004

CoStar Est. Rent \$0.63/SF (Industrial)

Walk Score® Car-Dependent (4)

Parking Ratio 8.88/1,000 SF

Parking Type Spaces
Surface 450

Land

Land SF 425,146 SF
Bldg FAR 0.12
Zoning LED-I

Land Acres 9.76 AC

Market Conditions

Vacancy Rates Current
Subject Property 100.0%
Market Overall 12.3%
YOY Change 0.0%
7.7%

Market Asking Rent Per Area

Subject Property \$0.67/SF
Market Overall \$0.58/SF
YOY Change 4.5%
4.2%

Submarket Leasing Activity

12 Mo. Leased 1,226,784 SF
YOY Change -4.6%

Property Contacts

True Owner PRA Group, Inc.
Recorded Owner PRA Holding VII LLC
Owner Type Individual
Primary Leasing Colliers | Virginia
Sale Broker Colliers | Virginia

About the Owner



PRA Group, Inc.
150 Corporate Blvd
Norfolk, VA 23502
United States
(800) 772-1413 (p)
ir.pragroup.com
Since Sep 23, 2019

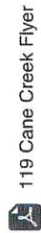
In 1996, Steve Fredrickson and Kevin Stevenson had a vision for a professional business in the nonperforming loan industry. With four employees in Norfolk, Virginia, they set out to found a company that would do things differently. Things like helping improve financial futures by taking a customer-first approach, providing affordable and flexible payment options, meeting high levels of compliance and reliability, and creating rewarding careers for employees. They took Portfolio Recovery Associates, Inc. public in November 2002 and changed the parent company name to PRA Group, Inc. in October 2014. Today, PRA Group has grown to become a global leader in the nonperforming loan industry with operations and thousands of employees around the world. Nearly three decades since their founding, they remain focused on doing things the right way, for the right reasons, for the long term.

Public Transportation

Commuter Rail	Drive	Distance
Danville Amtrak Station (Crescent - Amtrak)	9 min	5.2 mi

Documents

For Sale

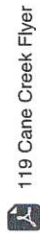


119 Cane Creek Flyer



Danville ED Property Information

Property



119 Cane Creek Flyer



Danville ED Property Information



Marketing Brochure/Flyer

Public Record

2024 Assessment			
Improvements	\$3,474,000	\$8.17/SF	
Land	\$97,600	\$0.23/SF	
Total Value	\$3,571,600	\$8.40/SF	58% of last sale

Parcels 77074

Demographics

	1 mile	3 miles
Population	585	4,419
Households	278	2,022
Median Age	47.40	45.90
Median HH Income	\$41,750	\$41,610
Daytime Employees	890	2,770
Population Growth '24 - '29	↓ -2.05%	↓ -1.81%
Household Growth '24 - '29	↓ -2.16%	↓ -1.88%

Traffic

Collection Street	Cross Street	Traffic Vol	Last Measur...	Distance
Ringgold Road	S Boston Rd S	1,887	2022	0.46 mi
Ringgold Rd	S Boston Rd S	2,031	2022	0.46 mi
South Boston Road	S Boston Rd E	20,117	2022	0.51 mi
S Boston Rd	Mountain Hill Rd E	21,738	2022	0.51 mi
South Boston Road	Mountain Hill Rd E	20,117	2022	0.51 mi
Tom Fork Road	Cane Creek Pkwy W	282	2022	0.51 mi
Ringgold Road	Tom Fork Rd N	1,994	2022	0.54 mi
Ringgold Rd	Tom Fork Rd N	1,991	2022	0.54 mi
S Boston Hwy	Gunn Garland Rd E	12,523	2022	0.56 mi
South Boston Highway	Gunn Garland Rd E	11,994	2022	0.56 mi

Made with TrafficMetrix® Products

Location

Flood Risk

Postcode 24540
Submarket Virginia South Central
Submarket Cluster Virginia Area
Market Other Market Areas
County Danville City
State Virginia
CBSA Danville, VA
DMA Roanoke-Lynchburg, VA-WV
Country United States

Flood Risk Area Moderate to Low Risk Areas
FEMA Flood Zone B and X Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods.
Floodplain Area 100-year and 500-year
In SFHA No
FEMA Map Identifier 51143C0654E
FIRM ID 51143C
FIRM Panel Number 0654E
FEMA Map Date Sep 29, 2010

Flood risk is determined by the footprint of the parcel rather than the footprint of the property.

Property ID: 11233167



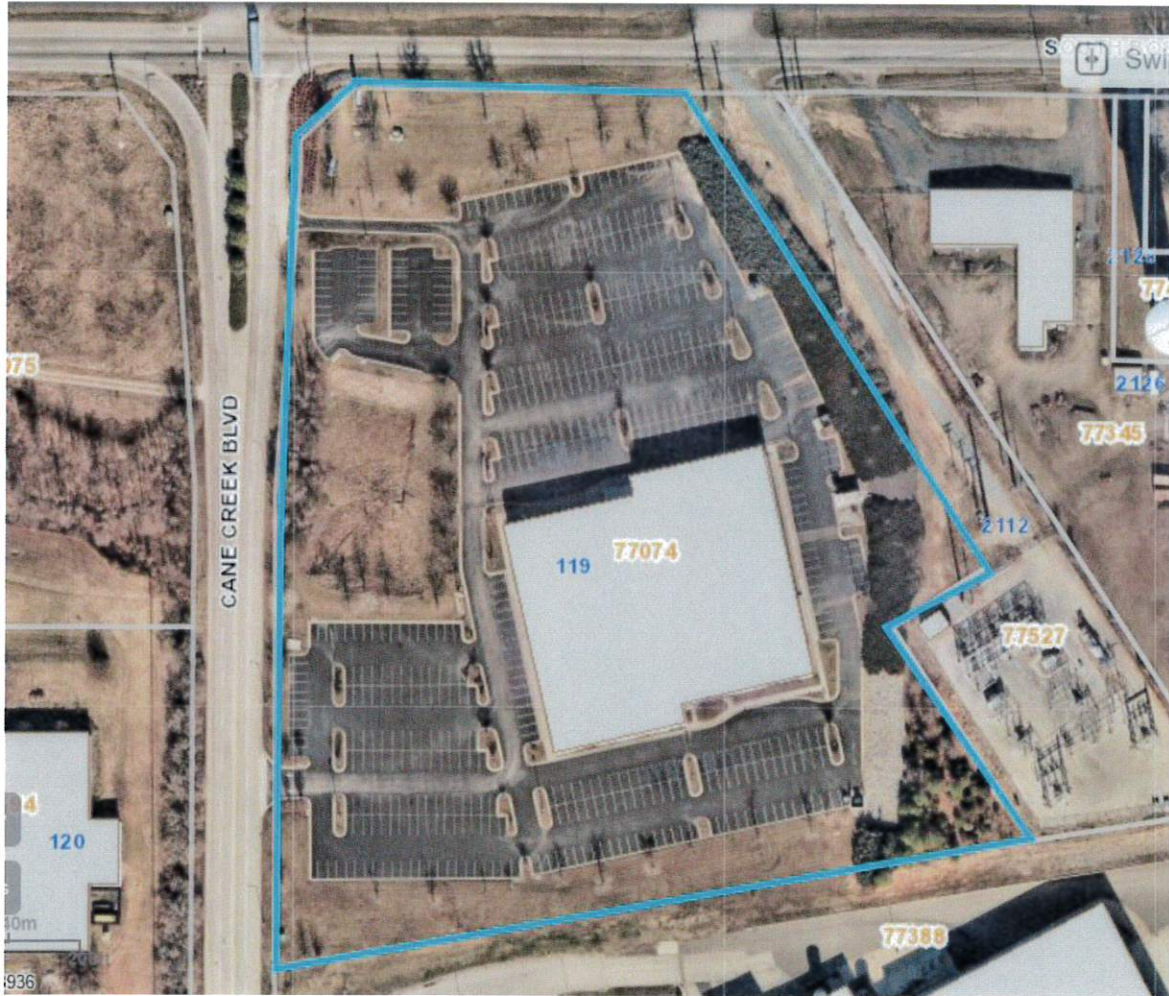
Primary Photo



Interior Photo

EXHIBIT A

Property Depiction



AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") is made this 5th day of February, 2025 by and between PRA HOLDING VII, LLC a Virginia limited liability company ("Seller"); KARE PARTNERS, LLC, a North Carolina limited liability company ("Purchaser"); and BERGER & KINDBERG LAW, PA, a North Carolina professional corporation ("Escrow Agent").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) paid by Purchaser to Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the property described below (the "Property") in accordance with and subject to the terms and conditions set forth in this Agreement.

1. Property. The Property consists of the following: All that certain tract or parcel of land consisting of approximately 9.76 acres, with all improvements thereon, including an approximately 50,652 square foot office building (the "Building") and rights, ways and appurtenances thereunto belonging, located at 119 Cane Creek Blvd, Danville, Virginia 24540 and designated as tax parcel ID no. 77074, and as shown and described on Exhibit A, attached hereto and made as a part hereof.

2. Purchase Price. The purchase price for the Property shall be Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) (the "Purchase Price"). The Purchase Price shall be payable (i) by application of the Deposit (as hereinafter defined) and (ii) by wire transfer of funds to Seller's account at Closing (as hereinafter defined).

3. Deposit. Simultaneously with the execution of this Agreement, Purchaser shall deliver to Escrow Agent a deposit in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) to insure the performance of Purchaser's obligations hereunder (the "Deposit"). The Deposit, which shall include interest earned thereon shall be paid to Seller to be applied to the Purchase Price at Closing or refunded to Purchaser or paid to Seller pursuant to the terms of this Agreement. If this Agreement is not terminated by Purchaser during the Investigation Period (as hereinafter defined), the Deposit shall become non-refundable for any reason other than a default by Seller or as specifically provided herein.

4. Access and Investigations.

(a) During the term of this Agreement, Purchaser shall have full rights of access to the Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives (collectively, "Purchaser's Agents") enter onto the Property for the purpose of conducting inspections, tests, soil borings, investigations and surveys, including but not limited to an environmental assessment and a wetlands survey, and for any other purposes necessary for Purchaser to determine the feasibility of its purchase and use of the Property (the "Inspections"); provided, however, Purchaser shall not be permitted to perform any activity on the Property which involves any drilling, digging, cutting or other invasive activity unless (i) recommend by a Phase I Environmental Site Assessment and (ii) approved by Seller.

information regarding the Property obtained by Purchaser (collectively "Due Diligence Items"). Seller acknowledges that if such Due Diligence Items are delivered to Seller, they are delivered without any representations or warranties of any kind, and that Seller shall rely on the same at its risk.

5. As-Is Sale.

(a) Purchaser acknowledges and agrees that:

(i) Purchaser has conducted and shall continue to conduct during the Investigation Period, or waive its right to conduct, such due diligence as Purchaser has deemed or shall deem necessary or appropriate.

(ii) The Property shall be sold, and Purchaser shall accept possession of the Property as of the Closing, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in the Purchase Price, except as expressly set forth to the contrary in this Agreement and the closing documents.

(iii) Except for Seller's warranties set forth herein, Seller, its counsel, Seller's property manager, any direct or indirect owner of any beneficial interest in Seller, any officer, director, employee, or agent of Seller, its counsel, Seller's property manager or any direct or indirect owner of any beneficial interest in Seller, and any other entity or individual affiliated or related in any way to any of the foregoing (collectively, the "Seller Parties") shall not be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Purchaser with respect to the Property, any matter set forth, contained or addressed in the materials delivered or made available to Purchaser's Agents, including, but not limited to, the accuracy and completeness thereof, or the results of Purchaser's due diligence.

(iv) Purchaser shall independently confirm to its satisfaction all information that it considers material to its purchase of the Property or the transaction.

(b) By accepting the Deed (as hereinafter defined) and closing the transaction, Purchaser, on behalf of itself and its successors and assigns, shall thereby release each of the Seller Parties from, and waive any and all liabilities against each of the Seller Parties for, attributable to, or in connection with the Property, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after the Closing, including, without limitation, the following: (a) any and all statements or opinions heretofore or hereafter made, or information furnished, by any Seller Parties to any Purchaser's Agents; and (b) any and all liabilities with respect to the structural, physical, or environmental condition of the Property, whether such liabilities are latent or patent, including, without limitation, all liabilities relating to the release, presence, discovery or removal of any hazardous or regulated substance, chemical, waste or material (collectively, "Hazardous Materials") that may be located in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be

further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., or any other Federal, State or municipal Laws relating to environmental contamination, or any other related claims or causes of action (collectively, "Environmental Liabilities"); and (c) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property. Notwithstanding the foregoing, the foregoing release and waiver is not intended and shall not be construed as affecting or impairing any rights or remedies that Purchaser may have against Seller with respect to (i) a breach of any of Seller's warranties set forth herein, (ii) any of the obligations of Seller under this Agreement that expressly survive the Closing, or (iii) any acts constituting fraud by Seller.

(c) Notwithstanding any provision in this Section 5 to the contrary, the releases, waivers and assumptions set forth in this Section 5 shall not be construed as an indemnification by Seller or Purchaser for the benefit of the other party.

(d) The provisions of this Section 5 shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) The provisions of this Section 5 shall be deemed reaffirmed by Seller and Purchaser by delivery and acceptance of the Deed and shall survive the Closing.

6. Title. Purchaser shall be entitled to receive good and marketable fee simple title, insurable at Purchaser's expense, by a title company acceptable to Purchaser, free and clear of all liens and encumbrances, but subject to (i) the terms and conditions of this Agreement, (ii) the current year's real estate taxes not yet due and payable, (iii) applicable ordinances affecting the Property and (iv) such matters as can be disclosed by a survey and title examination of the Property (subject to the right of Purchaser to object to such matters as set forth below). For a period of sixty (60) days after the Execution Date (the "Title Examination Period"), Purchaser shall conduct an examination of title to the Property and have a physical survey (the "Survey") made of the Property. Any title exceptions (other than those listed in items (i) - (iii) above to which Purchaser shall have no right to object) identified by Purchaser as a result of the title examination and the Survey which constitute exceptions to the title as described above and which are unacceptable to Purchaser (the "Title Exceptions") and the requirements of Purchaser's title insurance company which Purchaser believes should be satisfied by Seller (the "Requirements") shall, together with a copy of the Survey, be reported to Seller in writing ("Purchaser's Title Notice") prior to the expiration of the Title Examination Period. If no Purchaser's Title Notice is given prior to the expiration of the Title Examination Period, Purchaser shall be deemed to have waived any objection to the title to the Property. Within ten (10) days after receipt of Purchaser's Title Notice, Seller shall advise Purchaser in writing ("Seller's Title Notice") of those Title Exceptions, if any, which Seller shall eliminate as exceptions to title to the Property and those Requirements which Seller shall satisfy. If no Seller's Title Notice is given, Seller shall be deemed to have refused to eliminate any exceptions or satisfy any Requirements. If Seller's Title Notice is given and Purchaser approves of Seller's Title Notice, Seller shall at or prior to the date of Closing eliminate those Title Exceptions and satisfy those Requirements set forth in Seller's Title Notice. If Purchaser disapproves of Seller's Title Notice (which disapproval shall be given within five (5) days after receipt of Seller's Title Notice) or no Seller's Title Notice is given and Purchaser does not waive the requests set forth in

Purchaser's Title Notice, this Agreement shall terminate, the Deposit shall be returned to Purchaser and, except as otherwise provided herein, neither Purchaser nor Seller shall have further rights or obligations hereunder.

7. Closing; Possession.

(a) At Closing, Seller will deliver to Purchaser a Special Warranty Deed conveying title to the Property to Purchaser according to the record description of the Property, the Bill of Sale, if applicable, an affidavit regarding parties in possession and mechanics' and materialmen's liens to the order of and acceptable to Purchaser's title insurance company sufficient to eliminate the standard exceptions for such matters, an affidavit of non-foreign status executed by Seller, and all information required for compliance with the IRS 1099S reporting requirements. Except as otherwise provided for herein, Closing hereunder shall be made at the offices of Escrow Agent on the date specified by Purchaser upon ten (10) days prior written notice to Seller, but no later than thirty (30) days after the expiration of the Investigation Period. Provided that, in the event the Purchaser requires additional time to procure the Special Use Permit, Purchaser shall have the right to extend the Closing date for two (2) thirty (30)-day periods (each, a "Closing Extension"). In the event Purchaser exercises a Closing Extension, Purchaser shall pay into escrow Ten Thousand Dollars (\$10,000) for each Closing Extension (each, an "Extension Payment"). Such Extension Payment(s) shall be non-refundable to Purchaser and shall be paid to Seller if Closing does not occur because Purchaser has not obtained the Special Use Permit or if Purchaser defaults under this Agreement. If Closing does occur, the Extension Payment(s) shall be applicable to the Purchase Price. In the event Purchaser defaults in the performance of this Agreement, Seller shall be entitled to retain the Deposit and Extension Payment(s), if applicable, as liquidated damages. In the event of a default by Seller under this Agreement, subject to Clause 14, Purchaser's sole and exclusive remedy shall be to obtain a refund of the Deposit and Extension Payment(s), if applicable.

(b) Provided that Purchaser has used diligent efforts to obtain the Special Use Permit, in the event the Purchaser's application for the Special Use Permit is denied by the City of Danville for any reason whatsoever, and/or the Purchaser has been unable to procure the Special Use Permit before the scheduled Closing date, as may be extended, this Agreement shall be terminated as of the scheduled Closing date, and the Deposit shall be refunded to Purchaser. For the avoidance of doubt, if this Agreement is terminated pursuant to the foregoing sentence, any Extension Payments shall not be refunded to Purchaser and Escrow Agent shall pay the Extension Payments to Seller.

8. Risk of Loss. All risk of loss as a result of any exercise of the power of eminent domain or by reason of fire or other casualty shall remain on Seller until Closing and delivery of all instruments required under this Agreement.

9. Costs. Except as otherwise provided in this Agreement, Purchaser and Seller shall each pay all of its own costs in connection with the purchase and sale of the Property. Seller shall pay for the preparation of the deed, the affidavits and certifications, the grantor's tax, and its attorneys' fees. Purchaser shall pay for the cost of the title examination, the title insurance premium, the Survey, the cost of the Inspections, all recording taxes and fees (other than the

grantor's tax) and its attorneys' fees. All taxes and assessments and any other sums normally and usually pro-rated shall be prorated as of the date of Closing, except as specified herein.

10. Brokerage. Seller and Purchaser each represents and warrants to the other that this transaction has resulted between the parties without the assistance of any broker or finder being involved other than Colliers International of Virginia, who represents Seller ("Broker"). Purchaser represents and warrants to Seller that Purchaser is representing itself with this transaction. In the event the Closing occurs hereunder and the Purchase Price is paid to Seller, Seller agrees to pay Broker a commission equal to three percent (3%) of the Purchase Price pursuant to separate agreements between Seller and Broker, and at Closing, give the Purchaser credit for an amount equivalent to three percent (3%) of the Purchase Price to be adjusted against the Purchase Price (for a combined six percent (6%) of the Purchase Price). In the event there are fees or commissions payable to any other person or firm on account of this sale and purchase, such fees or commissions shall be the full responsibility of the party whose actions resulted in such a claim for fees or commissions, and such party shall indemnify and hold the other harmless as to any payment with respect thereto. The provisions of this paragraph shall survive the Closing and transfer of legal title to the Property.

11. Representations and Warranties of Seller. In addition to any express agreements of Seller contained herein, Seller represents and warrants to Purchaser as follows:

(a) Seller has the legal right, power and authority to enter into this Agreement and the instruments referenced herein and to consummate the transactions contemplated hereby.

(b) All requisite action (corporate, trust, partnership, or otherwise) has been taken by Seller in connection with the execution and delivery of this Agreement, the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority or other party is required.

Purchaser acknowledges and agrees that, except as otherwise specifically provided in this Agreement, Seller makes no representations or warranties of any nature regarding the Property.

12. Representations and Warranties of Purchaser. In addition to any express agreements of Purchaser contained herein, Purchaser represents and warrants to Seller as follows:

(a) Purchaser has the legal right, power and authority to enter into this Agreement and the instruments referenced herein and to consummate the transactions contemplated hereby.

(b) All requisite action (corporate, trust, partnership, or otherwise) has been taken by Purchaser in connection with the execution and delivery of this Agreement, the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority or other party is required.

(c) Purchaser is solvent and has sufficient resources to perform its obligations under this Agreement.

13. Seller's Reports. Purchaser acknowledges that Seller makes no representation regarding the accuracy of reports that Seller delivers to Purchaser with respect to the Property, if any, and that any reliance by Purchaser shall be at its own risk. Purchaser shall have the right to confirm the accuracy of such reports during the Investigation Period as Purchaser may elect.

14. Waivers. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or default by any party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as otherwise may be herein provided. A waiver by either party of any covenant, condition or agreement to be performed by the other party must be in writing and shall not be construed to be a waiver of any succeeding breach thereof or any covenant, condition or agreement herein contained.

15. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States certified or registered mail, return receipt requested, postage prepaid, (iii) sent by overnight delivery service (e.g., Federal Express, , etc.) or (iv) sent by email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States registered mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by facsimile (if sent by facsimile, provided the original is sent by one of the other permitted means as provided herein in this paragraph or by regular United States mail). However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

If to Purchaser:

Kare Partners, LLC
2675 Court Drive
Gastonia, NC 28054
Attention: Adi Khindaria
Email: adi@karepartners.com

With copy to:

Berger & Kindberg Law, PA,
5925 Carnegie Blvd, Ste 200,
Charlotte, NC 28209
Attention: Hal Berger
Email: hal@lawcarolinas.com

If to Seller:

PRA Holding VII, LLC
150 Corporate Blvd.
Norfolk, VA 23502
Attention: Office of General Counsel
Email: GCCorportate@pragroup.com

With copy to:

William Homiller
Troutman Pepper Locke, LLP
1001 Haxall Point
Richmond, VA 23219
Email: Will.Homiller@troutman.com

If to Escrow Agent:

Berger & Kindberg Law, PA,
5925 Carnegie Blvd, Ste 200,
Charlotte, NC 28209
Attention: Hal Berger
Email: hal@lawcarolinas.com

16. Survival of Provisions. No covenants, representations, warranties and agreements set forth in this Agreement shall survive the Closing except those warranties contained in the deed or other closing documents and except as specifically provided for in this Agreement.

17. Miscellaneous. The section headings and captions contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of the terms of this Agreement. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the Commonwealth of Virginia. This Agreement may be executed in any number of duplicate originals or counterparts, all of which shall constitute a single agreement. Any duplicate original on which the signatures of both parties shall appear shall be deemed an original of this Agreement. Any number of counterparts on which the signatures of both parties shall appear shall constitute a duplicate original. This Agreement constitutes the entire agreement of the parties regarding the Property, and there are no

of the willful misconduct of Escrow Agent. Accordingly, Escrow Agent shall not incur any liability with respect to any action taken or omitted to be taken in good faith upon reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

(c) Purchaser and Seller hereby agree to indemnify, defend, and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, unless such losses, claims, damages, liabilities and expenses are the result of Escrow Agent's willful misconduct in performing its obligations hereunder.

(d) In the event of a dispute between any of the parties hereto, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money held by it under the terms of this Agreement, together with such legal pleadings as it deems appropriate and thereupon be discharged from further responsibility under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Agreement for Purchase and Sale of Real Estate pursuant to due authority.

Purchaser:

KARE PARTNERS, LLC

Date: 02/05/2025

By: 
Name: Adi Khindaria
Title: CEO

Seller:

PRA HOLDING VII, LLC

Date: Feb 6, 2025

By: 
Name: Rakesh Sehgal
Title: President and Treasurer

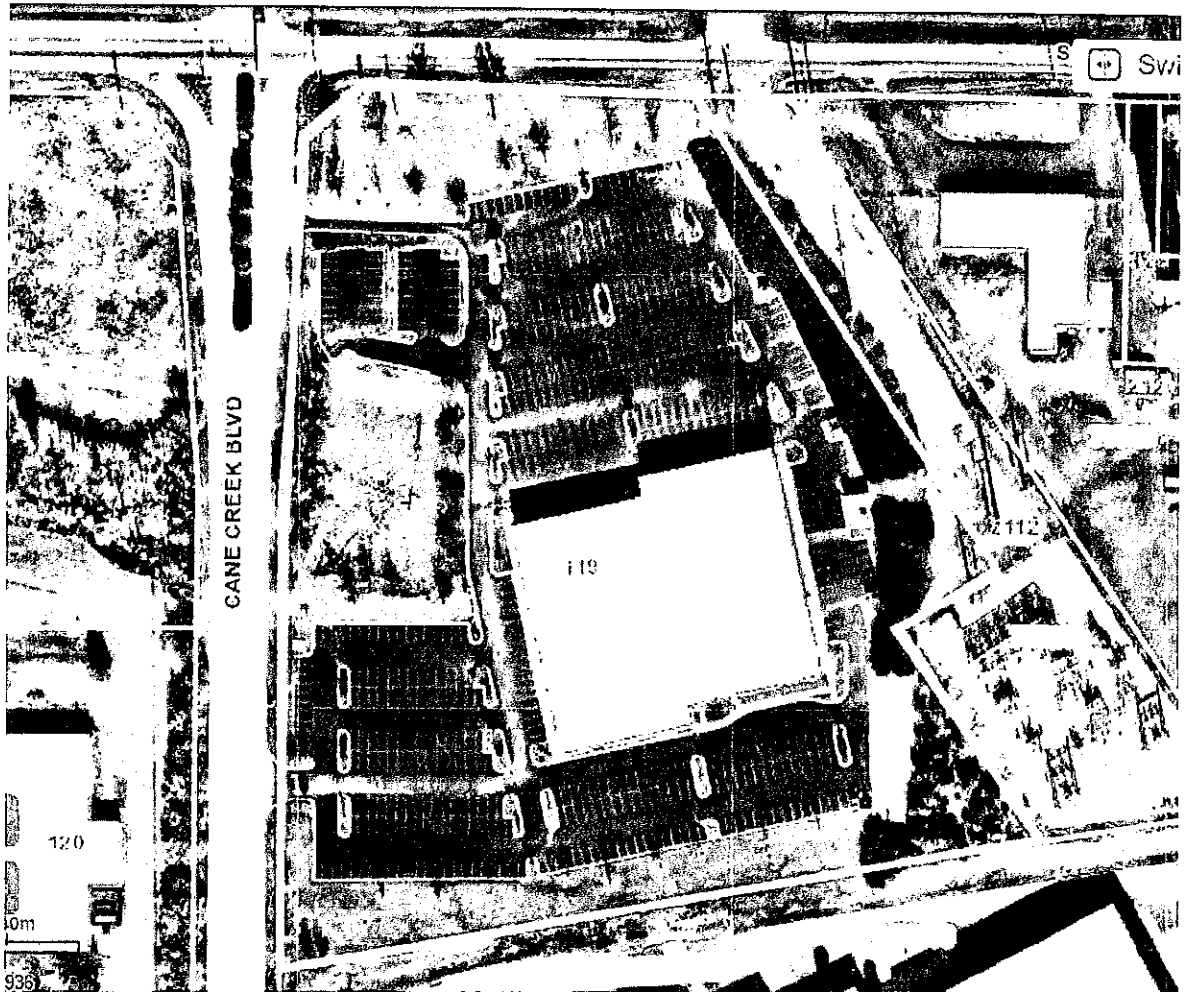
Escrow Agent:

BERGER & KINDBERG LAW, PA,

Date: 2 / 06 / 2025

By: 
Name: Hal Berger
Title: President

EXHIBIT A



Signature:

Email: hal@lawcarolinas.com

Signature:

Email: rakesh.sehgal@pragroup.com

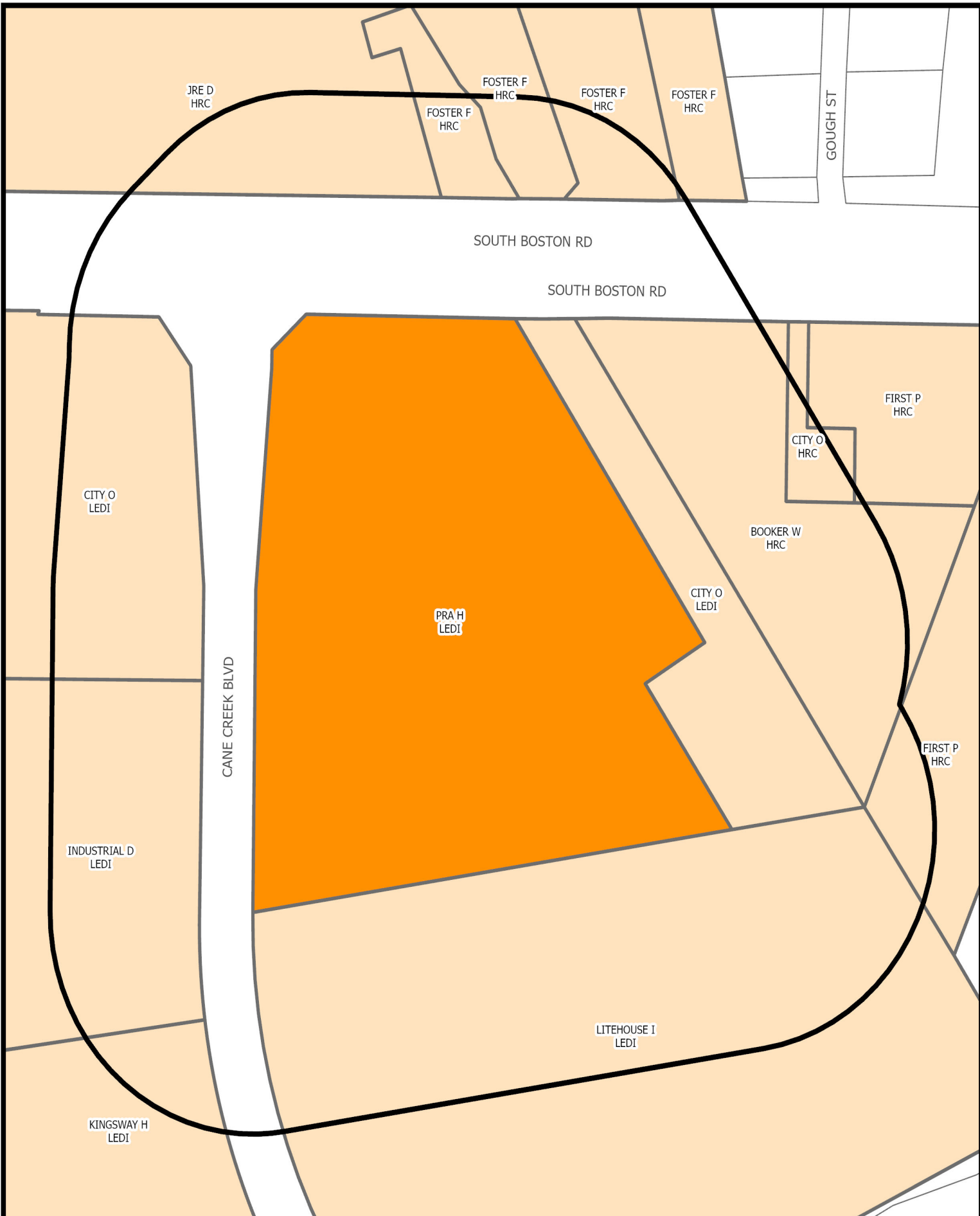


2025 AERIAL IMAGERY OF SUBJECT PROPERTY

Prepared by:
Planning Division
2/20/2025



Disclaimer: Information contained on this map is to be used for reference purposes only. The City of Danville is not responsible for any inaccuracies herein contained. The City of Danville makes no representation of warranty as to this map's accuracy, and in particular, its accuracy in labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

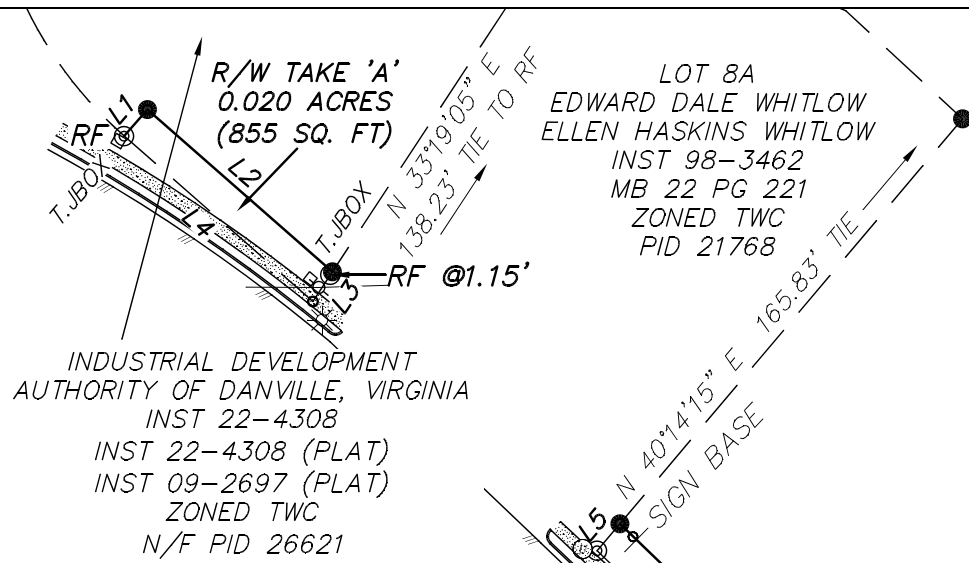


SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY

Prepared by:
Planning Division
2/20/2025



Disclaimer: Information contained on this map is to be used for reference purposes only. The City of Danville is not responsible for any inaccuracies herein contained. The City of Danville makes no representation of warranty as to this map's accuracy, and in particular, its accuracy in labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

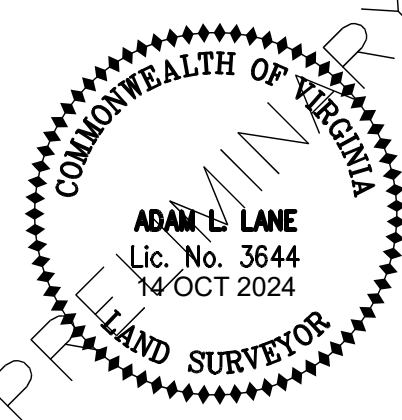


LINE	BEARING	DISTANCE
L1	N 41°14'53" E	11.00
L2	S 48°45'07" E	76.93
L3	S 33°19'05" W	11.11
L4	N 48°45'07" W	78.46
L5	N 40°14'15" E	11.02
L6	S 46°02'19" E	416.94
L7	S 43°34'38" W	11.00
L8	N 46°02'19" W	416.23
L9	S 42°42'55" E	105.37
L10	S 47°03'43" W	11.00
L11	N 42°42'55" W	105.41
L12	S 42°57'32" E	69.96
L13	S 47°04'27" W	11.00
L14	N 42°57'32" W	69.96
L15	S 42°46'12" E	45.07
L16	S 47°04'16" W	11.00
L17	N 42°46'12" W	45.07
L18	S 43°10'53" E	44.15
L19	S 51°08'38" E	0.82
L20	S 47°04'40" W	11.11
L21	N 43°10'53" W	44.96
L22	S 51°08'38" E	18.97
L23	S 52°27'33" E	39.25
L24	S 57°25'39" E	44.47
L25	S 62°52'16" E	45.94
L26	S 29°51'02" W	11.01
L27	N 62°52'16" W	46.68
L28	N 57°25'39" W	45.47
L29	N 52°27'33" W	39.85
L30	N 51°08'38" W	20.69
L31	S 78°53'59" E	172.15
L32	S 14°08'53" W	11.00
L33	N 78°53'59" W	172.15
L46 TIE	N 29°51'02" E	12.29
L47 TIE	N 46°29'00" E	26.25

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°10'56"	2925.79	60.37	S 45°32'34" E	60.37
C2	1°11'16"	2914.79	60.43	N 45°32'30" W	60.43
C3	2°09'04"	2925.79	109.84	S 43°52'35" E	109.84
C4	2°08'43"	2914.79	109.14	N 43°52'22" W	109.13
C5	0°28'39"	494.98	4.13	S 65°20'41" E	4.13
C6	13°18'57"	494.98	115.04	S 72°14'29" E	114.78
C7	13°49'04"	505.98	122.03	N 71°59'26" W	121.73
C8	3°02'52"	1541.51	82.00	S 77°22'33" E	81.99
C9	3°02'52"	1530.51	81.41	N 77°22'33" W	81.41
C10 (TIE)	2°31'05"	1530.51	67.26	S 74°35'35" E	67.26

NOTES:

- THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY AS PER DATE OF THIS PLAT AND THERE ARE NO READILY APPARENT EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
- THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE, DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.
- THIS SURVEY DOES NOT ADDRESS THE EXISTENCE, DETECTION, OR DELINEATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS OR ANY ENVIRONMENTAL PROBLEMS LOCATED ON THE SURVEYED PREMISES.
- NOT ALL PHYSICAL IMPROVEMENTS ARE NECESSARILY SHOWN AS PART OF THIS PARTIAL RIGHT OF WAY SURVEY. ONLY IMPROVEMENTS WHICH ENCROACH ON THE LINE OR ARE IN CLOSE PROXIMITY TO THE LINE ARE SHOWN.
- ALL CORNERS SET ARE REBAR EXCEPT WHERE OTHERWISE NOTED.



CITY OF DANVILLE SURVEYORS CERTIFICATE (SUBDIVISIONS):

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE PLANNING COMMISSION AND CITY COUNCIL, AND ORDINANCES OF THE CITY OF DANVILLE, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS, DIVISIONS WITHIN THE CITY HAVE BEEN COMPLIED WITH GIVEN UNDER MY HAND THIS 14th DAY OF OCTOBER, 2024.

ADAM L. LANE, LS 3644

DRAWN BY: MSG | DATE: 10-14-2024 | PROJECT #240320

PLAT SHOWING
RIGHT OF WAY DEDICATIONS OF THE PROPERTIES OF
424 MEMORIAL DRIVE, LLC and
INDUSTRIAL DEVELOPMENT AUTHORITY
OF DANVILLE, VIRGINIA
CITY OF DANVILLE, VIRGINIA

CITY APPROVAL CERTIFICATION:
I CERTIFY THAT THIS PLATTING IS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE AND HEREBY APPROVED IN ACCORDANCE WITH CODE OF THE CITY OF DANVILLE 2004, AS AMENDED.

CITY ENGINEER

ZONING ADMINISTRATOR

10.86 +/- ACRES (PID 21344)(RECORD)
-0.120 ACRES (R/W TAKE 'B')
10.740 ACRES (RESIDUE)

R/W TAKE 'B'
0.120 ACRES
(5247 SQ. FT)

424 MEMORIAL DRIVE, LLC
INST 17-4783
INST 09-2697 (PLAT)
INST 22-4308 (PLAT)
ZONED TWC
PID 21344

THE DEDICATION OF RIGHT OF WAY DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LOT AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

THE ALEXANDER GROUP
424 MEMORIAL DRIVE, LLC

NAME TITLE

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY/ CITY OF

I, _____, A
NOTARY PUBLIC IN AND FOR THE STATE
AFORESAID, DO HEREBY CERTIFY THAT THE
OWNER: _____

(NAME) (TITLE)
IS SIGNED HEREON HAS ACKNOWLEDGED THE
SAME BEFORE ME THIS ____ DAY OF
20 ____.

MY COMMISSION EXPIRES: _____

THE DEDICATION OF RIGHT OF WAY DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LOT AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

T. NEAL MORRIS
INDUSTRIAL DEVELOPMENT AUTHORITY
OF DANVILLE, VIRGINIA

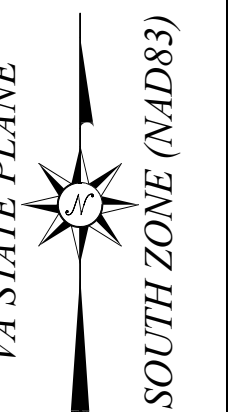
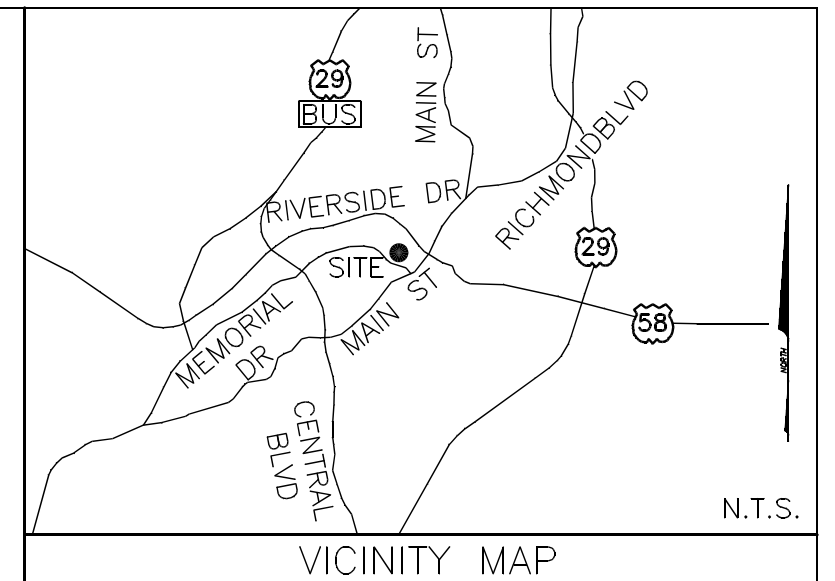
COMMONWEALTH AT LARGE TO WIT:

STATE OF VIRGINIA
COUNTY/ CITY OF

I, _____, A
NOTARY PUBLIC IN AND FOR THE STATE
AFORESAID, DO HEREBY CERTIFY THAT THE
OWNER: _____

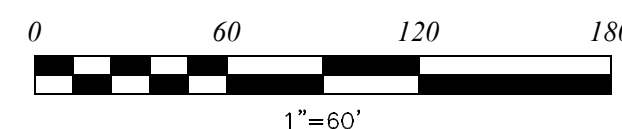
(NAME) (TITLE)
IS SIGNED HEREON HAS ACKNOWLEDGED THE
SAME BEFORE ME THIS ____ DAY OF
20 ____.

MY COMMISSION EXPIRES: _____



LEGEND

- RF ⊙ REBAR FOUND
- PF ⊙ PIPE FOUND
- DH ⊙ DRILL HOLE FOUND
- REBAR SET
- MNS ● MAG NAIL SET
- CHX ● CHISELED 'X' ON CONC.
- COMPUTED POINT
- ⊙ UTILITY POLE
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ UTILITY ACCESS MANHOLE
- * LIGHT POLE
- ⊙ GAS VALVE
- ⊙ TELEPHONE LINE ACCESS MANHOLE
- T.PED TELEPHONE PEDESTAL
- JBOX JUNCTION BOX
- SIGN
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM SEWER MANHOLE
- G UNDERGROUND GAS LINE
- CHAINLINK FENCE
- OU OVERHEAD UTILITY
- CONCRETE
- N/F NOW OR FORMERLY



0.3101 +/- ACRES (N/F PID 23568)(RECORD)
-0.011 ACRES (R/W TAKE 'D')
0.2921 ACRES (RESIDUE)

0.1054 +/- ACRES (N/F PID 23263)(RECORD)
-0.011 ACRES (R/W TAKE 'E')
0.0944 ACRES (RESIDUE)

INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE, VIRGINIA
INST 17-2116 (PARCEL 3)
INST 09-2697 (PLAT)
DB 624 PG 358 (PLAT)
ZONED TWC
N/F PID 23263

0.2053 +/- ACRES (N/F PID 22028)(RECORD)
-0.011 ACRES (R/W TAKE 'F')
0.1943 ACRES (RESIDUE)

INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE, VIRGINIA
INST 17-2116 (PARCEL 8)
INST 09-2697 (PLAT)
ZONED TWC
N/F PID 22028

INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE, VIRGINIA
INST 22-4308
INST 09-2697 (PLAT)
INST 15-1760 (PLAT)
SEE INST 09-3156
ZONED TWC
N/F PID 26621

6.712 +/- ACRES (N/F PID 26621)(RECORD)
-0.020 ACRES (R/W TAKE 'A')
-0.106 ACRES (R/W TAKE 'H')
6.586 ACRES (RESIDUE)

0.58 +/- ACRES (N/F PID 23110)(RECORD)
-0.039 ACRES (R/W TAKE 'G')
0.541 ACRES (RESIDUE)

R/W TAKE 'H'
0.106 ACRES
(4628 SQ. FT)

ARMSTRONG
CIVIL
105 NORTH MAIN ST. GRETN, VA 24557. 434-656-1051
ARMSTRONGCIVIL.COM
INFO@ARMSTRONGCIVIL.COM

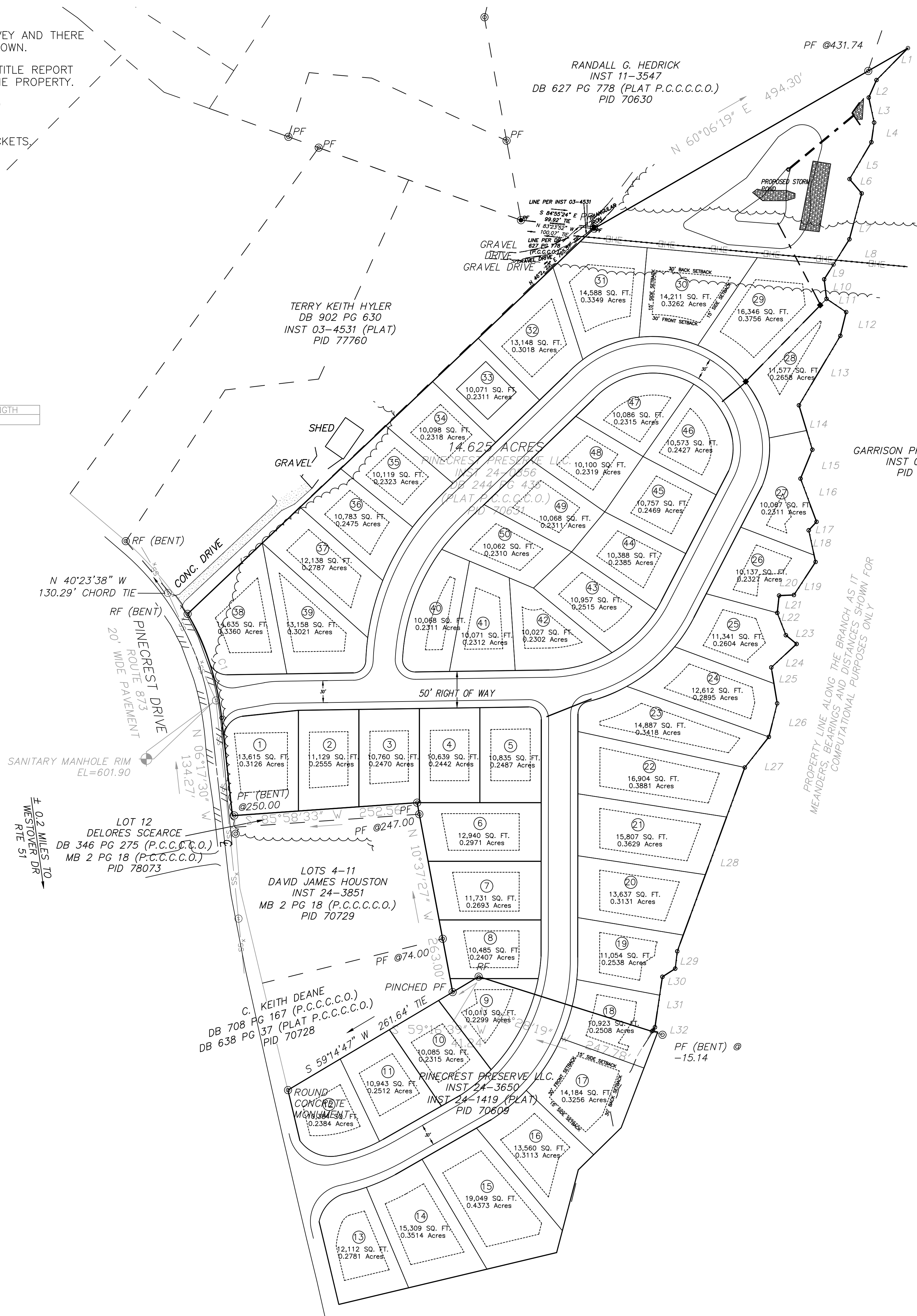
1. THIS TOPOGRAPHIC MAP HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY AND THERE ARE NO READILY APPARENT EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
2. THIS TOPOGRAPHIC MAP HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE, DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.
3. THE AREA SHOWN HEREON IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD ZONE PER FEMA FLOOD MAP 51143C0607E EFFECTIVE 9-29-2010.
4. UNDERGROUND UTILITIES WERE MARKED BY THE FOLLOWING MISS UTILITY TICKETS,

TICKET #B434500574

UTILITY	RESPONSE
COMCAST	NO CONFLICT
DANVILLE-SEWER	NO CONFLICT
DANVILLE-ELECTRIC	NO CONFLICT
DANVILLE-WATER	NO CONFLICT
DANVILLE-GAS	NO CONFLICT
VERIZON	NO CONFLICT

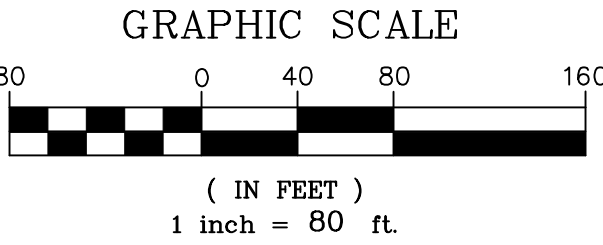
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	23°37'08"	364.51'	150.26'	N 18°06'04" W	149.20'

LINE	BEARING	DISTANCE
L1	S 44°33'13" W	61.20'
L2	S 23°57'36" W	26.05'
L3	S 12°10'37" E	35.05'
L4	S 08°00'03" W	27.02'
L5	S 30°39'26" W	58.42'
L6	S 40°10'53" E	25.65'
L7	S 15°03'18" W	64.75'
L8	S 32°06'48" W	40.68'
L9	S 32°06'48" W	23.87'
L10	S 06°46'33" E	26.78'
L11	S 55°57'42" E	32.34'
L12	S 13°50'27" W	33.37'
L13	S 30°46'53" W	110.22'
L14	S 16°47'20" E	63.29'
L15	S 22°19'56" W	42.70'
L16	S 20°23'20" E	62.83'
L17	S 42°33'24" W	15.76'
L18	S 12°10'44" E	44.23'
L19	S 33°20'12" W	53.90'
L20	S 87°35'16" W	20.14'
L21	S 06°06'09" W	23.73'
L22	S 21°08'18" E	32.51'
L23	S 50°44'13" E	18.99'
L24	S 47°11'24" W	47.12'
L25	S 09°19'57" E	49.80'
L26	S 13°55'07" W	47.11'
L27	S 38°14'49" W	53.10'
L28	S 20°10'26" W	267.13'
L29	S 06°43'14" W	23.84'
L30	S 57°22'05" W	20.75'
L31	S 08°22'53" W	69.53'
L32	S 36°56'22" W	7.02'



THIS TOPOGRAPHIC SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF RICHARD B. ARMSTRONG, JR. FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION; THAT THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON 1-11-2025 THROUGH 1-13-2025 AND THAT THIS PLAT, MAP OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM STANDARDS UNLESS OTHERWISE NOTED.

- LEGEND**
- PF (circle with dot) IRON PIPE FOUND
 - RF (circle with cross) IRON REBAR FOUND
 - IRON PIN SET
 - COMPUTED POINT
 - UTILITY POLE
 - ⊙ SANITARY SEWER MANHOLE
 - OH OVERHEAD UTILITY
 - SS UNDERGROUND SANITARY SEWER
 - EDGE OF PAVEMENT
 - - - - - BRANCH
 - - - - - EDGE OF WOODS
 - - - - - PVC POLYVINYL CHLORIDE
 - ▨ CONCRETE



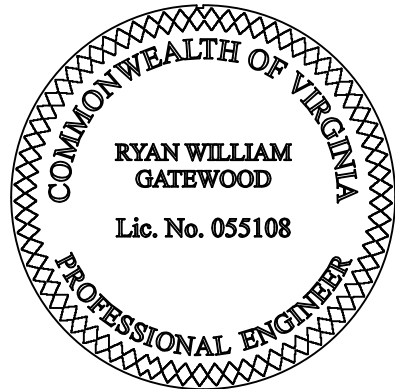
LEAD
PROFESSIONALS, P.C.
RIVER RUN EXECUTIVE OFFICES
SUITE-B
1110 EXCHANGE STREET
DANVILLE, VA. 24541

N.C. LICENSE: # C-2577
V.A. LICENSE: # 0404-001401

PHONE NO. (434) 792-3680
FAX NO. (434) 792-3685
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PROPOSED SUBDIVISION
PINECREST PRESERVE, LLC
PINECREST DRIVE - DANVILLE, VA

SITE PLAN



REVISIONS	DESCRIPTION	DATE	BY

Sheet No. **1** of **1**

Date: FEBRUARY 26, 2025

Scale: 1"= 80'

Project No. VA\23-026-A107\P-LAYOUT-1

**PLANNING COMMISSION MINUTES
FEBRUARY 10, 2025**

MEMBERS PRESENT

**Mr. Petrick
Mr. Dodson
Mr. Jones
Ms. Evans
Mr. Khan
Mr. Ranson
Mr. Townes**

MEMBERS ABSENT

STAFF

**Renee Burton
Cynthia Lester
Clarke Whitfield
Shanika Williams**

ITEMS FOR PUBLIC HEARING:

I ITEMS FOR PUBLIC HEARING

1. Special Use Permit application PZ24-00655 filed by Garrett Shifflett for an amendment of conditions on Ordinance Number 2021.05.02 at (Parcels 21481) 411 Craghead Street.

Mr. Petrick opened the Public Hearing.

Mr. Bunn stated. I am here on behalf of Mr. Shifflett, and as you all heard in the staff report we're just simply trying to get this back into the proper ordinance. I know parking is an issue that's being addressed. There are no fewer physical spaces. They are owned by three different parties instead of one.

Mr. Ranson stated. Are you saying the spaces are for rent, you say they are owned by someone do they use them for the personal use?

Mr. Bunn stated. As far as I am aware the one property, they use them for their employees. The other one is a development that's currently underway.

Mr. Petrick stated. Mr. Bunn at the time of your initial application you were unaware these spaces had been deeded?

Mr. Bunn stated. Yes, as Ms. Burton said, it wasn't discovered until the other properties, the transaction occurred. I actually went into the clerk's office to see if we could try and find these deeds, they were not discovered by our Law Group and anyone involved.

Mr. Petrick stated. The 48 spaces that you've been assigned had been allocated. Are they currently in use?

Mr. Bunn stated. Yes, they are available for lease for anyone that would like them. We have a few tenants that take advantage of that and some people that work in the surrounding area that also take advantage of it.

Mr. Petrick stated. Approximately how many do you have leased at the moment? What is the monthly amount of the lease?

Mr. Bunn stated. I would say roughly half and it is a month lease for the parking space where there are students short term, but the leasing office will be best able to answer that.

Mr. Petrick stated. We get a lot of conversation down on the River District about the lack of parking, and yet the lots the space that are available for lease are rarely leased.

Mr. Jones stated. You stated the parking spaces are no fewer, they just have new owners correct?

Mr. Bunn stated. Yes.

Ms. Jones stated. Is the present owner against you using them it need be?

Mr. Bunn stated. They will be using them for their properties.

Mr. Jones stated. So, there are no alternative outside the 48 spaces.

Mr. Bunn stated. No.

Mr. Petrick closed the Public Hearing.

Ms. Evans stated. Staff do you know when the property was deeded to the other owner? He said he couldn't find it.

Ms. Burton stated. I've included the deeds as we know them from the previous owner. The deed dated October 16, 1007. The early 2000s on what I can tell on these deeds.

Ms. Evans stated. It's not something that happen after he acquired the property.

Ms. Burton stated. Definitely before they even acquired the property originally. Something that was not called in their transaction. But then was called in subsequent transactions.

Mr. Petrick stated. Just a reminder, there are no requirements for parking in the River District as far as multi-family dwelling are concerned. Uh, this was something that the developer had proper.

Ms. Burton stated. They had the ability because they had off-site parking, so they proffered these conditions. And unfortunately, now faced with the changes that are in front of you.

Mr. Dodson made a motion to approve Special Use Permit application PZ24-00655 with noted conditions. Ms. Evans seconded the motion. The motion was approved by a 7-0 vote.

2. Rezoning application PZ25-00115 filed by Jeffrey McDowell and James Farruggio to rezone (Parcel 77304 and 77314) Sellers Road from S-R Suburban Residential to OT-R Old Town Residential.

Mr. Petrick opened the Public Hearing.

Mr. Farruggio stated. I opened the Texas Roadhouse in town, and I am a real estate developer, we know there is a need for quality housing in most of the country. Mr. McDowell and I are partnering up together on this project. Our intent here is to build quality homes, we're thinking about renting them all. We have a unique design that we want to build here.

Mr. McDowell stated. I have a copy of what type of house we are looking to build.



inspectionsfax@da
nvilleva.gov_202502

Mr. Farruggio stated. The homes would be similar in design and look, we would change obviously colors and brick work. The homes are about 1600 square feet, 3 bedrooms 3 1/2 bathrooms.

Mr. Petrick stated. Just for clarification are these going to be rental units?

Mr. Farruggio stated. There is no intention to market these homes. The design will all be the same, but the material will be different.

Mr. Jones stated. How many homes you said?

Mr. Farruggio stated. 16.

Mr. Ranson stated. Will these houses all have driveways or parking on the street?

Mr. Farruggio stated. It will be a driveway for each house on that lot. No garage but there will be off-road parking.

Mr. Petrick stated. What have you projected monthly rental on these homes?

Mr. Farruggio stated. \$1500 based on what the market is doing.

Mr. Petrick state. Have you had any meetings with the property owners?

Mr. McDowell stated. I spoke to a few that day, two spoke that they were opposed. It was too many.

Ms. Evans stated. Are you planning to landscape this area with trees and greenery?

Mr. Farruggio stated. We don't have a plan yet, but before we would do something for final approval. We are not opposed to landscaping improvements or trees on each lot.

Mr. Ranson stated. Does the zoning ordinance address requirements for landscaping in this situation?

Ms. Burton stated. Doesn't specifically state that a certain number of trees must be planted per residential lot. However, it does address erosion and sediment control and that will require certain measures be made in landscaping.

Mr. Ranson stated. How many homes are you allowed to build if the zoning is not granted?

Mr. McDowell stated. I think it is 7. I think it's half acre lots with a total of 3.6 acres with both low lots.

Mr. Ranson stated. If this is approved, what's your schedule?

Mr. Farruggio stated. We have to go through some final plans, obviously, some civil engineering to get all those things mentioned. That would take 3 to 4 months, and then we would have to build or do the road construction. That would probably take a couple months. So, I think by September that would be ideal scenario.

Mr. McDowell stated. We are not going to build them all at once it would be 3 to 4 at a time.

Mr. Townes stated. You spoke to the residents, and they were concerned about how many, were there any other issues besides how many you were going to build?

Mr. McDowell stated. One lady says too much traffic and the kids couldn't play in the road, there would be too many people coming in and out and that it was quiet and peaceful right now.

Ms. Evans stated. If this is not approved, would you be willing to move forward with building the 6 or 7 houses that would fit on this property?

Mr. Farruggio stated. I don't know. We have not discussed that scenario yet. In that scenario it might be better for us to build a house and sell it. So, I'm not really sure.

Mr. Townes stated. Is there anyway you all could construct it a little differently to deal with some of the concerns of the residents?

Mr. McDowell stated. Just to increase traffic, there is nothing to do with that, there are 2 entrances.

Mr. Farruggio stated. If I not mistaken to get into this subdivision that we're proposing, you only pass 3 houses.

Mr. Jones stated. You stated there was off street parking, how many cars will that parking space accommodate?

Mr. Farruggio stated. The driveway will fit 3 cars easily maybe 4.

Mr. Lewis stated. The road has about 12 houses and is 16 to 17 feet wide, when 2 cars pass now 1 will have to stop. Adding 16 new homes is only going to add more traffic in the area.

Mr. Ranson stated. That's an interesting comment: Are there any plans to improve that road, 16 feet sounds kind of narrow?

Ms. Burton stated. We don't have any plans at this time. If the development moves forward then maybe that's something we have to look at, but right now no plans to upgrade that particular street.

Mr. Petrick stated. This is a bona fide egress and ingress; it's been accommodating traffic to and from for a long time. Something that the city would consider inadequate.

Ms. Burton stated. It has been looked at by the Engineering Department and has been deemed that a traffic analysis needs to be completed. You have 16 lots so it's not enough to trigger based on the design of the egress and the street itself. If it becomes an issue later on, you know, we would continue to monitor that.

Ms. Evans stated. We will say it is a narrow street.

Mr. Khan stated. I think 16 feet is okay. My math was looking at 16 feet is more than adequate, and 2 cars can easily go by.

Ms. Sword stated. They bought the land behind me and if I open my back door they will be looking right in my face. The road is not big enough for all those people to be in that little, small neighborhood.

Ms. Sellers stated. My issue is with the rezoning, I don't have any problem for them building houses. They told me they were building a couple houses and to me a couple is not 16. It will effect everyone of us because it is right in the center of all of us so it will affect our yard somewhere.

Mr. Petrick stated. Staff when you were evaluating this did you compute the number of homes that would be allowed under the current zoning?

Ms. Burton stated. The current zoning is 9, not considering the road itself, so I believe 7 is the accurate number. After you take away for the right-of-way. Road standards are a 50-foot right-of-way and then of course, the erosion and sediment control requirement as well, taking all that into account.

Ms. Triplett stated. I am the first house there on Sellers Road. I think it would be a lot going on if this was to happen.

Ms. Ahern stated. I am opposed because the road is not as wide as you think it is, sometimes people park out on the outside of the road.

Mr. Scott stated. I have a little bit of a different take on it, I agree with my co-owners here that it would ruin the character of the neighborhood by doubling the density. I submit to you that this is a case of spot zoning. Every property around it is Suburban residential. The only people that profit from this is the people building the houses. The developers. I am not opposed to them building 5 or 6 homes, welcome it. I would rather it be that than a commercial establishment somehow getting in. These properties are all equal, they should be treated equal. I ask you to not pass this rezoning based on it being spot zoning.

Ms. Burton stated. Spot zoning is when there is one zoning classification that varies from all other zoning classification locations that surrounded. Spot zoning can be deemed either legal, or illegal spot zoning.

Mr. Whitfield stated. Illegal spot zoning for the advantage of that. The overall zoning plan.

Ms. Burton stated. Then legal spots zoning only would be one that it is something that is enhancement to the overall greater good of the city or the community as a whole. That would be the determination of the commission.

Mr. Petrick stated. I guess we have some property owners here that would disagree that it's an enhancement to the property owners.

Mr. Petrick closed the Public Hearing.

Mr. Jones stated. Ms. Burton, I heard the street we constantly say 16 feet. Is that speculative or is that factual?

Ms. Burton stated. Could be, I trust that they travel it daily. I don't have anything in front of me to say, exactly what that dimension is. I can give you a quick estimate.

Mr. Jones stated. My question is stated to the fact, even if we did not approve the rezoning to allow 16 units, allow 7 with 3 cars. Still 21 cars and density. It would be an issue, regardless or not an issue regardless.

Ms. Burton stated. 40-foot right-of-way, it looks somewhere about half of that is paved based on this aerial. I would say they're probably actually accurate somewhere between 16 to 20 is the paved area.

Mr. Jones stated. That is the assumption that every renter would have 3 to 4 vehicles. So regardless, 16 feet, their concept, I think is deemed adequate for the passing of 2 vehicles. I still deemed adequate for passing. Correct.

Ms. Burton stated. The regulations are different now, but yes at this time that is deemed adequate.

Mr. Farruggio stated. There is a tree line behind this subdivision, which we are not interfering with any existing thing there now.

Mr. McDowell stated. Country roads are not like 58 so everyone slows down when passing.

Mr. Jones stated. We have these cases and the people that live in the neighborhood and we bring in new residents. We can let that be the reason why not, so we will continue to be faced with the housing problem. If not here, somewhere. Everywhere we go there is going to be a problem with parking, the street is going to be narrow, those are going to be existing issues each time but what brings the solution?

Mr. Petrick stated. It qualifies as a single-family dwelling, is there restrictions? I know there can't be more than 3 unrelated individual.

Ms. Burton stated. These are single family dwellings.

Mr. Ranson made a motion to approve application PZ25-00115. Mr. Khan seconded the motion. The motion was approved by a 4-3 vote.

3. Special Use Permit application PZ25-00117 filed by Dan Hotel River St LLC to allow a hotel in accordance with Article 3.L. Section C Item 11 at (Parcel 01078) River Street.

Mr. Petrick opened the Public Hearing.

Mr. Dowling stated. Partner in Dan River Hotel Suite LLC, 120 room Hyatt Studio Hotel on the Riverfront. We are very excited about the project.

Mr. Hodgett stated. I'm with Davenport Energy not here to speak for or against just to propose a question. We are excited to see the potential development of this property. The concern or the question we have is there's some limitation imposed or are they by zoning or the Hyatt brand limiting the long-term repeated use by the public of the facility?

Mr. Petrick stated. Ms. Burton is this approval for long term rental in these particular developments or anything to restrict long-term rental?

Ms. Burton stated. They must be operated as a hotel, sleeping accommodation, separate units for daily, weekly or similar basis, reasonable compensation.

Mr. Dowling stated. With Hyatt's standards we'll monitor activities like that. This is an upper mid class product the nicest brand that's in the area. We will assure no illegal activities will be tolerated on our property.

Mr. Ranson stated. Does seem like that kind of activity would degrade your investment.

Mr. Dowling stated. 100%

Mr. Townes stated. The area is so congested and building something of that magnitude can become a traffic concern.

Mr. Dowling stated. We are doing a traffic impact analysis and working with the city infrastructure team to see what's needed if anything to bolster that area. I will not try to deny there will be an impact with the hotel in that location.

Mr. Petrick stated. This will be a traffic situation will be continued upon any traffic issues.

Ms. Burton stated. Yes, we are working closely with the developing team looking at the traffic analysis as soon as it is received.

Mr. Petrick closed the Public Hearing.

Ms. Evans made a motion to approve application PZ25-00117. Mr. Dodson seconded the motion. The motion was approved by a 7-0 vote.

4. Special Use Permit application PZ25-00118 filed by Harshil Patel to allow attached residential dwellings in accordance with Article 3.E. Section C Item 1 at (Parcel 20327) 849 Stokes Street.

Mr. Petrick opened the Public Hearing.

Mr. Patel stated. I moved to Danville 1 ½ yr ago transitioning from New York.

Ms. Evans stated. Where is the off-street parking?

Mr. Patel stated. There is no off-street parking for this address.

Mr. Petrick closed the Public Hearing.

Ms. Evans stated. Staff reports say the applicant has provide a floor plan for review off-street parking is available. What off-street parking is he referring to.

Ms. Burton stated. Seemed like there was a driveway that went with this parcel looks like we made a mistake.

Ms. Evans made a motion to approve application PZ25-00118. Mr. Jones seconded the motion. The motion was approved by a 7-0 vote.

V. PLANNING DIRECTOR'S REPORT

Mr. Petrick welcome new Commissioner Sylvester Townes to the position and we welcome your comments and contributions.

VI. MINUTES

The January 13, 2025, minutes were approved by unanimous vote.

With no further business, the meeting adjourned at 3:07 p.m.

s/Cynthia Lester

APPROVED