



PLANNING COMMISSION REGULAR MEETING AGENDA

CITY COUNCIL CHAMBERS

October 14, 2025

2:00 PM

I. WELCOME AND CALL TO ORDER

II. ROLL CALL

III. NEW BUSINESS

1. Rezoning application PZ25-00445 filed by Wayne Bohl, Jr. to rezone Parcel 59744 (Woodside Drive) from A-R, Attached Residential to HR-C, Highway Retail Commercial.
2. Special Use Permit application PZ25-00453 filed by Bradford Jones to allow an indoor commercial recreation facility in accordance with Article 3.M, Section C.4 at Parcel 74309 (1011 South Boston Road).
3. Special Use Permit application PZ25-00459 filed by Henry A. Leggett, Jr. to waive side yard requirements in accordance with Article 3.C, Section F.2 at Parcel 72620 (102 Oakhaven Drive).
4. Rezoning application PZ25-00468, filed by Ana Ortega-Cordova to rezone Parcel 73198 (453 Parker Road) from PS-C, Planned Shopping Center to S-R, Suburban Residential.
5. Special Use Permit application PZ25-00471 requested by Danville-Pittsylvania Community Services to waive yard requirements in accordance with Article 3.M, Section C.21 at Parcel 50415 (366 Piney Forest Road).
6. Rezoning application PZ25-00470 filed by Darryl and Gwendolyn Averett to rezone Parcels 76487 and 76488 (South Boston Road) from S-R, Suburban Residential to TO-CC, Conditional Transitional Office.

IV. APPROVAL OF MINUTES

1. Minutes from September 8, 2025 Meeting

V. PLANNING DIRECTOR'S REPORT

VI. ADJOURNMENT

STAFF REPORT

DATE: October 14, 2025
TO: Planning Commission
FROM: Renee Burton, Division Director of Planning
RE: Rezoning application PZ25-00445 filed by Wayne Bohl, Jr. to rezone Parcel 59744 (Woodside Drive) from A-R, Attached Residential to HR-C, Highway Retail Commercial.

SUMMARY

The applicant is requesting to rezone Parcel 59744 from A-R Attached Residential to HR-C Highway Retail Commercial to allow construction of a self-storage facility. The proposed development will consist of 17 storage buildings and will include an office and designated parking for recreational vehicles at the rear of the property. The facility will be gated within the fifty (50) foot wooded buffer proffered by the applicant. Access driveways throughout the site are proposed to be finished with crush and run gravel.

The properties to the north, west, and south are residential in use. The property to the east is zoned HR-C Highway Retail Commercial and fronts Piney Forest Road, a high-traffic commercial corridor. The proposed construction supports the Mixed-Use Corridor and Residential Mixed-Use Corridor land uses recommended by PLAN Danville by integrating additional uses along the major corridor of Piney Forest Road and providing a transition to the multi-unit residential uses on Woodside Drive.

The proposed gravel drive and parking area are not permitted. For all uses other than single-family residential, required off-street parking and loading areas must be constructed of an all-weather, stabilized, dust-free surface with curb, gutters, and drainage improvements.

Fifty-eight (58) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. Six (6) responses were received, five (5) unopposed and one (1) opposed.

RECOMMENDATION

Planning staff recommends approval of rezoning application PZ25-00445 to rezone Parcel 59744 (Woodside Drive) from A-R, Attached Residential to HR-C Highway Retail Commercial.

ATTACHMENTS

1. Rezoning Application for 125 Woodside Drive (2)_Redacted
2. Woodside Dr._Aerials Map
3. Woodside Dr_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 #:	<u>P225-00445</u>	PC Meeting Date:	<u>October 14, 2025</u>
Date Received:	<u>8-25-25</u>	Received By:	<u>Lisa Jones</u>
Parcel ID:	<u>59744</u>	Address:	<u>Parcel # 59744</u>
Existing Zoning:	<u>AR</u>	Proposed Zoning:	<u>HRC</u>

APPLICANT PROVIDED INFORMATION

Applicant: Wayne M. Bohl: JB

Applicant's Address: 216 Mill creek Dr Bassett VA.

Applicant's Phone Number:



Applicant's Email:



Purpose for Proposed Amendment:

Use for Storage unit Facility
to Be Zoned HBC

(Parcel # 59744)

Property Address:

Woodside Dr

Gross Area/ Net Area:

Property Location:

N S E W

Side of:

Piney forest Rd

Between:

Nelson Av.

and

Maplewood st.

Proffered Conditions:

50^{ft} ^(Narrow) of trees surrounding property to be left
In place.

Wayne M. Bell 8-21-25

Applicant's Signature

Date

Shane James 8/25/25

Property Owner's Signature
(if not applicant)

Date

Plans for VIRGINIA'S SIMPLE STORAGE DBA V.S.STORAGE LLC



- | | | |
|---|---|--|
|  Parking for RV, AUTO & Utility Trailers |  Fence |  50 foot Perimeter of Trees and Foliage that will be left from original grounds |
|  Storage Unit Buildings |  Gate |  Crush and Run Gravel |
|  Office |  Parking Spots | |

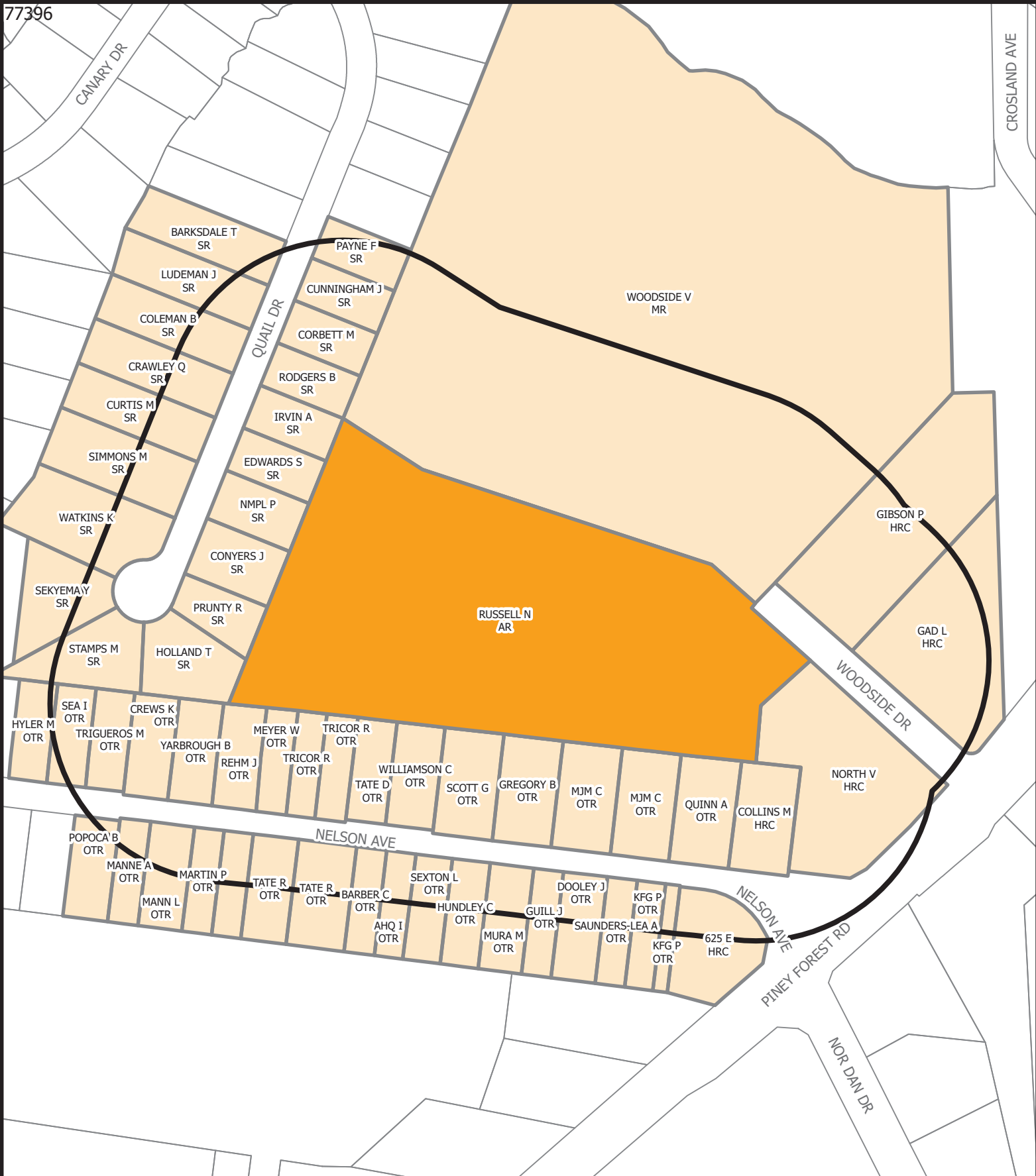


2025 AERIAL IMAGERY OF SUBJECT PROPERTY

Prepared by:
Planning Division
10/6/2025



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
8/26/2025



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STAFF REPORT

DATE: October 14, 2025
TO: Planning Commission
FROM: Renee Burton, Division Director of Planning
RE: Special Use Permit application PZ25-00453 filed by Bradford Jones to allow an indoor commercial recreation facility in accordance with Article 3.M, Section C.4 at Parcel 74309 (1011 South Boston Road).

SUMMARY

The applicant requests approval to allow indoor commercial recreation at 1011 South Boston Road for use as an event space. The building, most recently occupied by a retail store, encompasses approximately 5,542 square feet of floor area. The applicant proposes to operate seven days a week, from 12:00 p.m. to 12:00 a.m. The subject property is zoned HR-C (Highway Retail Commercial), as are the adjacent properties to the east and west, while properties to the north are zoned OT-R (Old Town Residential). Due to its adjacency to residential zoning, the property will be required to maintain a 30-foot rear setback.

A change of use at this location will require parking to be provided at a rate of one (1) space per four (4) persons of the building's rated capacity, plus one (1) space per three (3) employees on the main shift. Although there is existing parking along the front of the building, additional paved and striped spaces may need to be provided along the side or rear of the property to meet zoning standards.

Nineteen (19) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. Two (2) responses were received, both unopposed.

RECOMMENDATION

Planning staff recommends approval of PZ25-00453 to allow an indoor commercial recreation facility at Parcel 74309 (1011 South Boston Road) with the following conditions:

- The applicant is required to maintain the existing wooded buffer in the rear.
- Hours of operation are to be limited to 10:00am to 12:00 am

ATTACHMENTS

1. 1011 South Boston Rd SUP
2. 1011 South Boston Rd_Aerials Map
3. 1011 South Boston Rd_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 #:	<u>PZ25-00453</u>	PC Meeting Date:	<u>October 14, 2025</u>
Date Received:	<u>09-02-2025</u>	Received By:	<u>RB</u>
Parcel ID:	<u>74309</u>	Address:	<u>1011 South Boston Rd.</u>
Existing Zoning:	<u>HRC</u>	Future Land Use:	_____

APPLICANT PROVIDED INFORMATION

Property Location:	<u>1011 South Boston Rd. Danville, VA 24540</u>
Applicant:	<u>Bradford Jones</u>
Applicant's Address:	<u>916 Berry Hill Rd. Danville, VA 24541</u>
Applicant's Phone Number:	<u>[REDACTED]</u>
Applicant's Email:	<u>[REDACTED]</u>

Describe Proposed Request: _____

Bradford Jones 9-2-25
Applicant's Signature Date

[Signature] 9/2/25
Property Owner's Signature Date
(if not applicant)

PLEASE ATTACH THE FOLLOWING

1. A preliminary site plan in accordance with the Site Plan Regulations.
2. 2. A description of the proposed use and, where applicable, the hours of operation and the proposed number of employees/patrons.
3. 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.

**Special Use Application
Bradford Jones**

- **Proposed Use**

- EastSide Event Center was created to fill a need. There is a lack of event space in the city. Out of the few available options there are only two located in the northern section of the city. The EastSide Event Center will help alleviate this need at an affordable rate. By offering an additional option for community members to hold events of all occasions. This space will be able to accommodate a simple child's birthday party to an elaborate wedding reception. Patrons will be able to hold events seven days a week between the hours of 12 p.m. and 12 a.m. There will be no employees needed.

- **Traffic impact**

- There is no foreseeable impact to the traffic in the area. The building is located on a major highway that can accommodate any traffic influx caused by an event

- **Parking and site circulation**

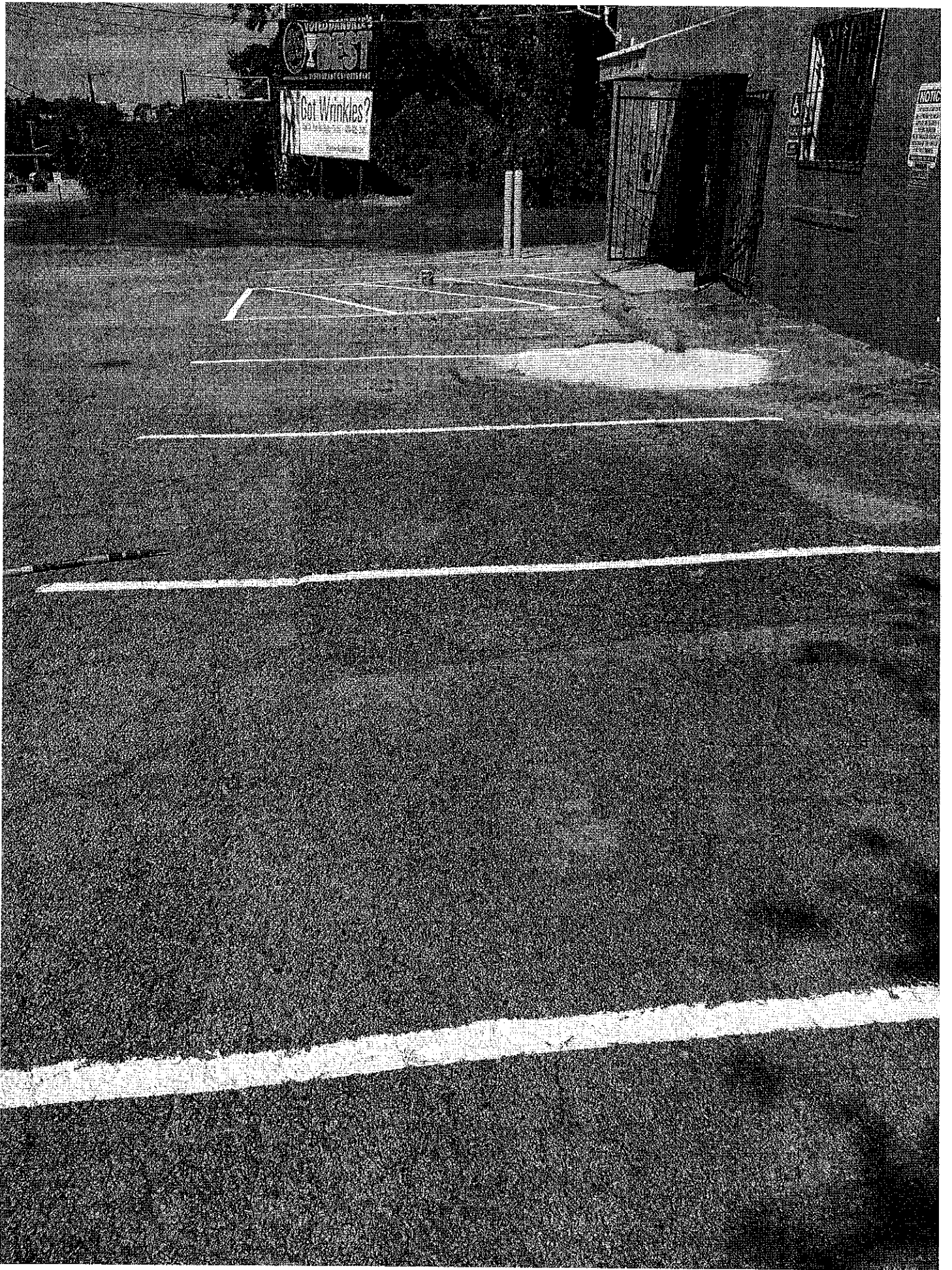
- *Parking*

- The building offers off street parking in the front and the rear of the building
- Following the guidelines set by the city inspector and the zoning office for commercial properties of a minimum of 3 spaces per 1,000 square feet of floor area, the adequate amount of parking space is available including handicap accessibility.

- *Site Circulation*

- **Access-** Directly accessible from South Boston Rd.
- **Internal flow-** Customer parking close to the building, dedicated spaces in the front. Less formal spaces in the rear. Pedestrians will be able to navigate safely through the parking area.





Signature Stamp of Ruperto Escalante

1 message

Michelle Brizendine <michellebrizendine@gmail.com>
To: Marsha Hearp <mhearp@gmail.com>

Wed, May 7, 2025 at 9:23 AM

Good Morning Marsha,

As Power of Attorney for Ruperto Escalante, this email is being written as a clear directive regarding his signature stamp.

In your role as Agent for EMB Construction and One Real Estate Holdings, you are to utilize Ruperto's signature stamp as you deem appropriate and necessary.

As an Agent, you have many responsibilities and obligations to fulfill. By utilizing Ruperto's signature stamp, it will make these processes easier.

In Deep Appreciation,

Michelle Brizendine

Power of Attorney for Ruperto Escalante

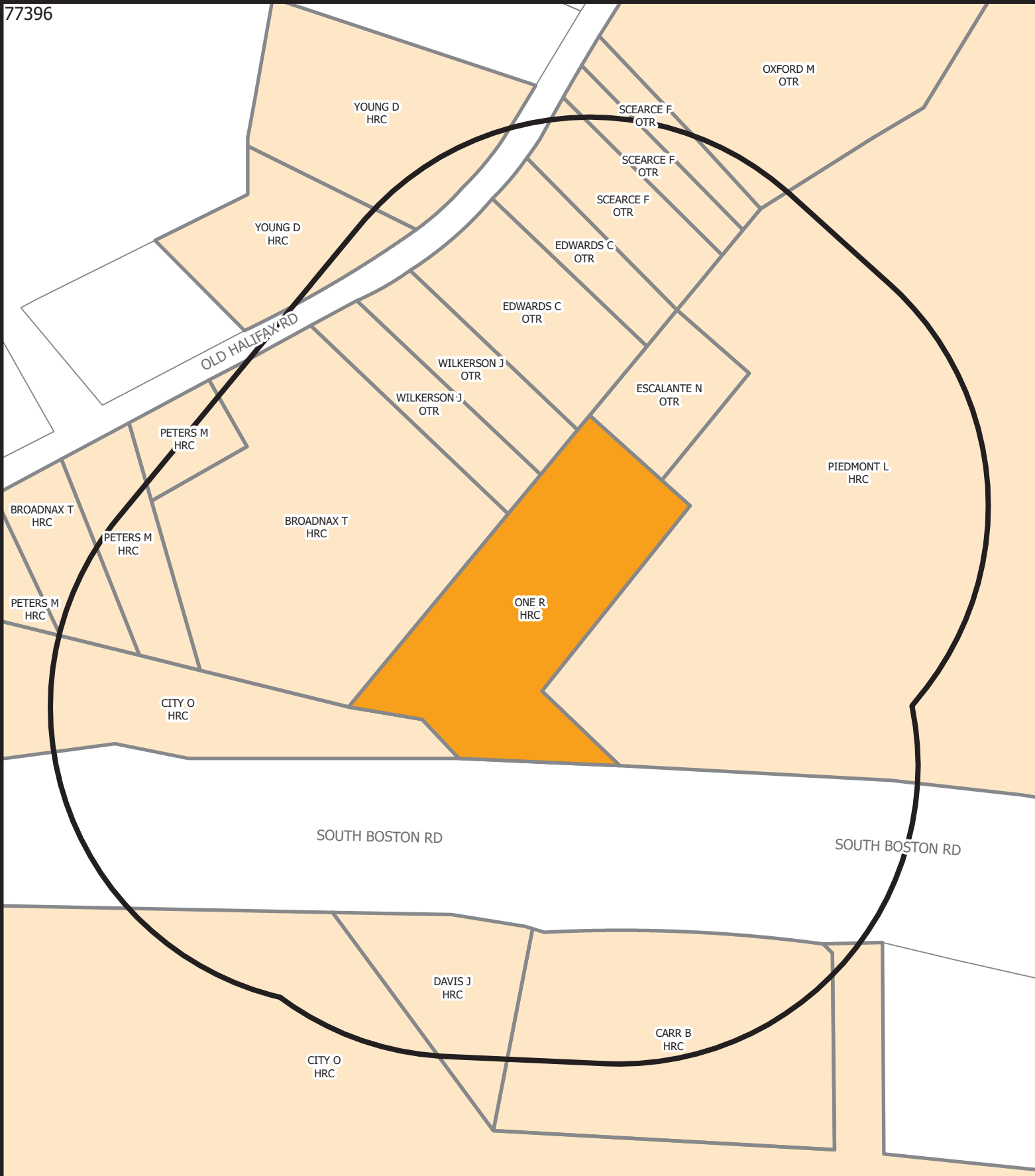


2025 AERIAL IMAGERY OF SUBJECT PROPERTY

Prepared by:
Planning Division
10/6/2025



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SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY

Prepared by:
Planning Division
9/3/2025



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STAFF REPORT

DATE: October 14, 2025
TO: Planning Commission
FROM: Renee Burton, Division Director of Planning
RE: Special Use Permit application PZ25-00459 filed by Henry A. Leggett, Jr. to waive side yard requirements in accordance with Article 3.C, Section F.2 at Parcel 72620 (102 Oakhaven Drive).

SUMMARY

Parcel 72620 (102 Oakhaven Drive) is a 0.3-acre lot containing a single-family dwelling and zoned S-R (Suburban Residential). The parcel currently includes a portion of the adjacent driveway from 104 Oakhaven Drive; both parcels are owned by the applicant. The applicant proposes to adjust the property lines between the two lots, which would relocate the paved driveway entirely onto 104 Oakhaven Drive. As a result, 102 Oakhaven Drive would not meet the 15-foot side yard setback required by Article 3.C, Section F.2. Approval of the Special Use Permit will reduce the setback to approximately ten (10) feet.

The surrounding properties largely consist of single-family dwellings zoned S-R, Suburban residential, as well as some commercial properties zoned HR-C, Highway Retail Commercial. The approval of this application would not significantly impact the existing neighborhood in a negative way.

Twenty-seven (27) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. Three (3) responses were received, all unopposed.

RECOMMENDATION

Planning staff recommends approval of Special Use Permit application PZ25-00459 filed by Henry A. Leggett, Jr., to waive side yard requirements to allow an eight (8) foot side yard on the north side of the property in accordance with Article 3.C, Section F.2 at Parcel 72620 (102 Oakhaven Drive).

ATTACHMENTS

1. 102 oakhaven SUP
2. 102 Oakhaven St
3. 250274 10-08
4. 102 Oakhaven_Aerials Map
5. 102 Oakhaven_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 #: PZ25-00459 PC Meeting Date: Oct. 14
Date Received: Sept. 8 2025 Received By: Arsenio Day
Parcel ID: 72621 Address: 104 OakHaven Dr.
Existing Zoning: Sr Future Land Use: Sr

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#) 104 Oakhaven Dr.
Applicant: Henry A. Leggett (MLR inc)
Applicant's Address: 150 Little River Rd
Applicant's Phone Number: [Redacted]
Applicant's E-mail: [Redacted]

Henry A. Leggett (MLR inc)
Applicant's Signature

9-8-25
Date



102

Click to start drawing

16 Feet

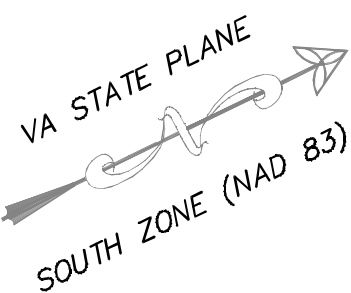
13 Feet



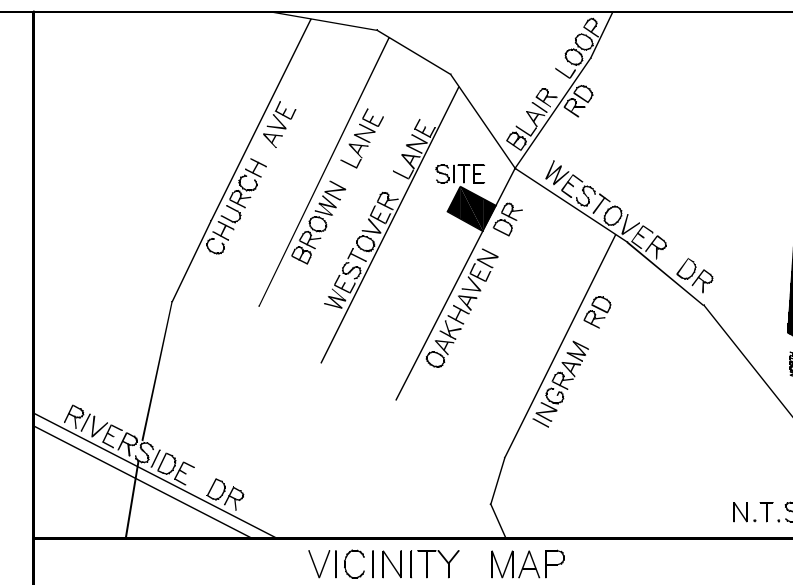
ING

NOTES:

1. 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.
2. THIS PLAT 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 51143C0627E EFFECTIVE SEPTEMBER 29, 2010.
4. THIS SURVEY DOES NOT ADDRESS THE EXISTENCE, DETECTION, OR DELINEATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS OR ANY ENVIRONMENTAL PROBLEMS LOCATED ON THE SURVEYED PREMISES.
5. NOT ALL PHYSICAL IMPROVEMENTS ARE NECESSARILY SHOWN AS PART OF THIS RECONFIGURATION PLAT. ONLY IMPROVEMENTS WHICH ENCROACH ON THE LINE OR ARE IN CLOSE PROXIMITY TO THE LINE ARE SHOWN.



PID 72260
JAMES KEITH RICHARDSON
INST# 200000453



THE RECONFIGURATION OF LAND 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.

PID 72622
FREDERICK D. WILKERSON AND
BERTHA ELISA ORDONEZ ESCOBAR
INST# 070005994

PID 72621
0.319 ACRES
+0.058 ACRES
0.377 ACRES

PID 72620
0.319 ACRES
-0.058 ACRES
0.260 ACRES

PID 72619
JAMES KEITH RICHARDSON
INST# 200000453

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 _____

SIGNED _____

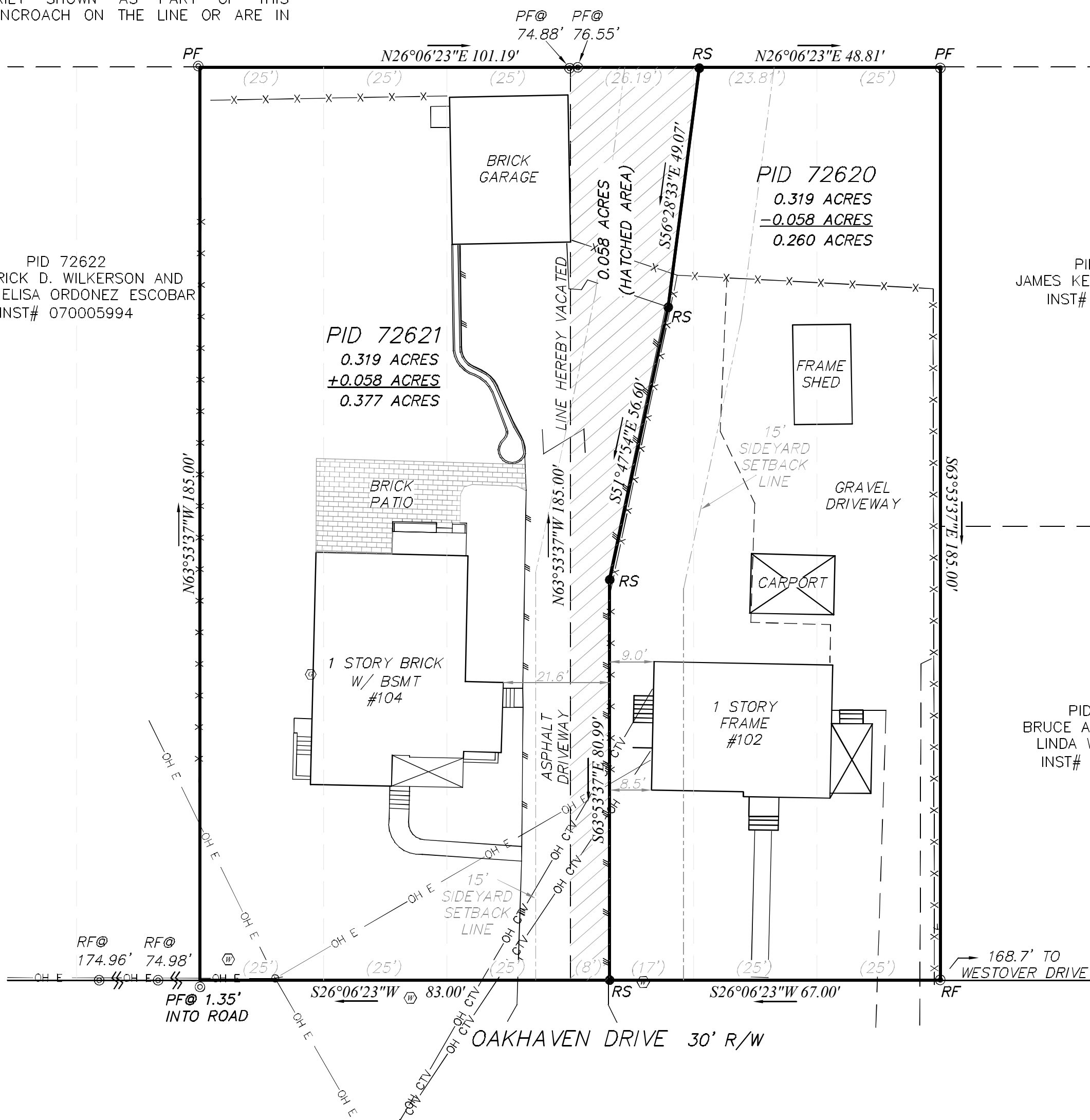
NAME _____ TITLE _____

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:

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

MY COMMISSION EXPIRES: _____

THE RECONFIGURATION OF LAND 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.

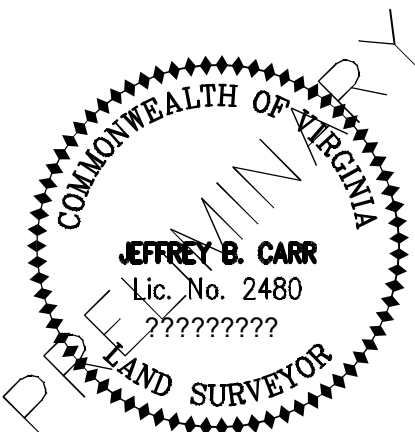
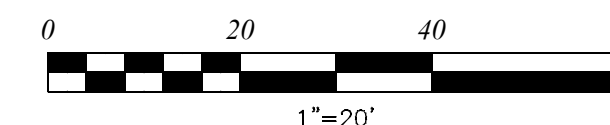


PID 78053
BRUCE A. LAPIERRE &
LINDA W. LAPIERRE
INST# 170001277

LEGEND

- PF ⊙ PIPE FOUND
- RF ⊙ REBAR FOUND
- RS ● REBAR SET
- ⊙ WATER METER
- ⊙ UTILITY POLE

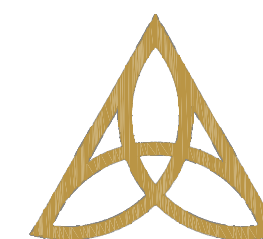
- FENCE
- EDGE OF PAVEMENT
- OVERHEAD CATV
- OVERHEAD ELEC
- ∨ TO BECOME ONE LOT



SOURCE OF TITLE:
PID 72621
MLR, INC.
INST# 120000656

PID 72620
HENRY A. LEGGETT, JR.
INST# 120000653

PLAT OF REFERENCE:
DB 278 PG 112
(PITTSYLVANIA CO.)



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

DRAWN BY: JBC DATE: 10-8-2025 PROJECT # 250274

PLAT SHOWING
RECONFIGURATION OF THE PROPERTIES AT
102 & 104 OAKHAVEN DRIVE
CITY OF DANVILLE, VIRGINIA

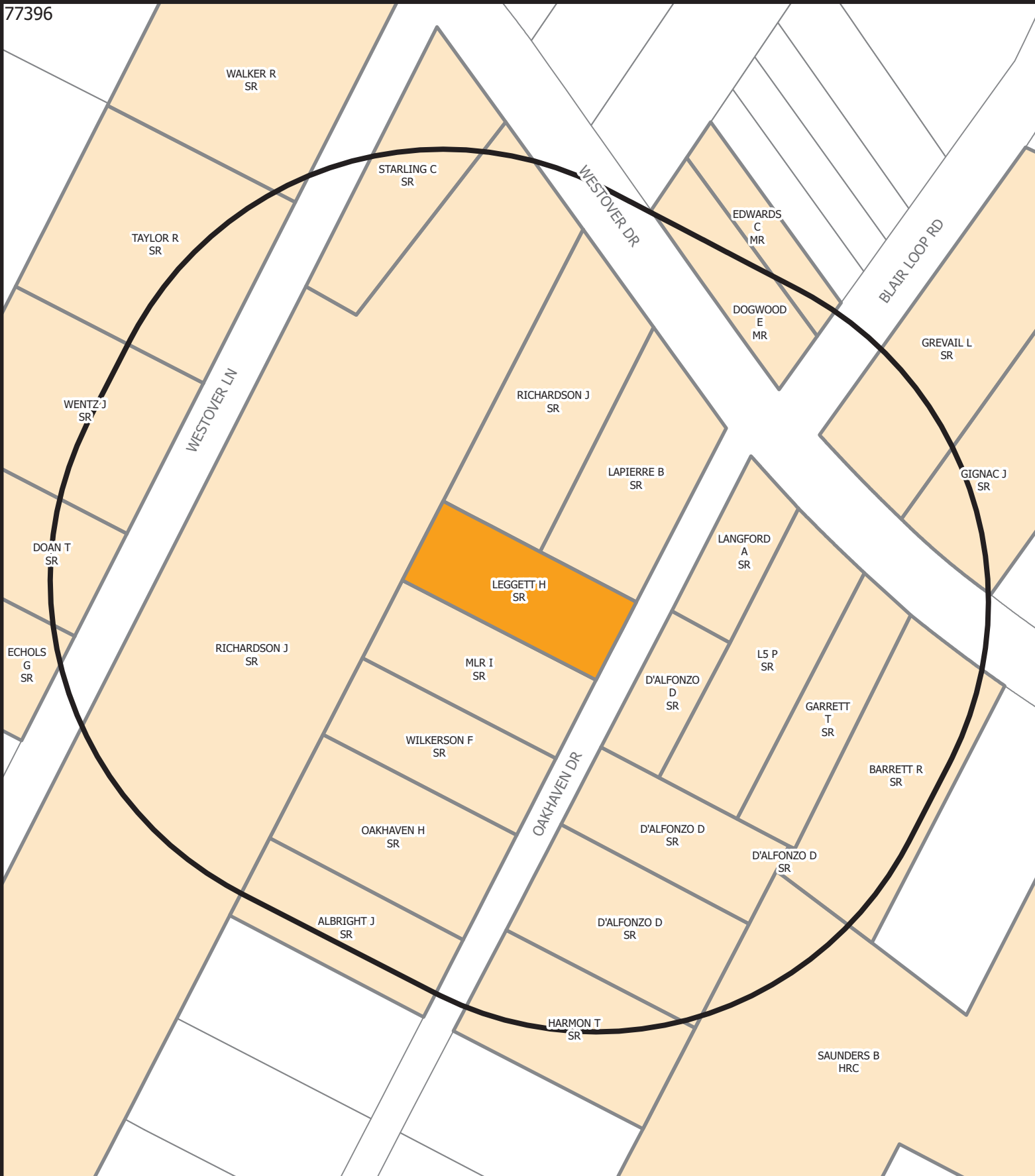


2025 AERIAL IMAGERY OF SUBJECT PROPERTY

Prepared by:
Planning Division
10/6/2025



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SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY

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Planning Division
9/10/2025



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STAFF REPORT

DATE: October 14, 2025
TO: Planning Commission
FROM: Renee Burton, Division Director of Planning
RE: Rezoning application PZ25-00468, filed by Ana Ortega-Cordova to rezone Parcel 73198 (453 Parker Road) from PS-C, Planned Shopping Center to S-R, Suburban Residential.

SUMMARY

The applicant, Ana Ortega-Cordova, purchased Parcel 73198 (453 Parker Road) in December 2024 for use as her primary residence. The 0.6-acre parcel contains a single-family dwelling and is currently zoned PS-C Planned Shopping Center. Use of this property as a single-family residence is a legal nonconforming use of the property. Maintaining a legal non-conforming status at 453 Parker Road may restrict opportunities that most single family residences have, such as refinancing, obtaining homeowner's insurance or construction of an addition.

The applicant has requested to rezone the parcel to S-R Suburban Residential to bring the property into conformance with the zoning ordinance and allow continued use of the home as a primary residence. The surrounding parcels consist of single-family homes, apartments, and a mobile home park. Properties on the north side of Parker Road are zoned S-R Suburban Residential. This proposed rezoning would be consistent with adjacent zoning classifications and expand the S-R, Suburban Residential Zoning District on Parker Road.

Five (5) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. No responses were received.

RECOMMENDATION

The Planning Staff recommends that the City Planning Commission recommend approval of PZ25-00468 to rezone Parcel 73198 (453 Parker Road) from PS-C, Planned Shopping Center to S-R, Suburban Residential.

ATTACHMENTS

1. 453 Parker Rd_Rezoning Application
2. 453 Parker Rd_Aerials Map
3. 453 Parker Rd_Owners Zoning Map

Parcel # 73198



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.
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PLANNING DIVISION PROVIDED INFORMATION

Application #:	<u>P225-00468</u>	PC Meeting Date:	<u>10/14/25</u>
Date Received:	<u>09/12/25</u>	Received By:	<u>SEJ</u>
Parcel ID:	<u>73198</u>	Address:	<u>453 Parker Rd.</u>
Existing Zoning:	<u>PSC</u>	Proposed Zoning:	<u>SR</u>

APPLICANT PROVIDED INFORMATION

Applicant: Ana Ortega-Cordova

Applicant's Address: 453 Parker Rd Danville Va 24540

DANVILLE, VA

Agent

Applicant's Phone Number:

[Redacted]

[Redacted]

Applicant's Email:

[Redacted]

[Redacted]

Purpose for Proposed Amendment:

@gmail.com

To change zoning from PSC to SR

453 Parker Rd
Property Address: Danville Va

Gross Area/ Net Area:

.62 AC

24540

Property Location: N S E W

Side of:

Between:

and

Proffered Conditions:

~~Signature~~ 9/12/25

Applicant's Signature

Date

Property Owner's Signature
(if not applicant)

Date

Helmi McKenzie (Agent)
9/12/2025

Jacobs Real Estate of the Piedmont, LLC

1322 Piney Forest RD Danville VA 24540

Office 434-793-4840 434-709-8083 Cell

888-773-0072 Fax

September 12, 2025

RE: 453 Parker RD Danville VA 24540 – RE-Zoning

To whom it may concern:

I spoke with Renee Burton, she stated I did not the following information (Items #1-6 on Application). As this information is already on file.

The current owner is wanting the get a loan on the home, and can not do so with the current PSC zoning, as Home Owners Insurance can not be secured with is type of zoning.

We are requesting the zoning be changed to SR.

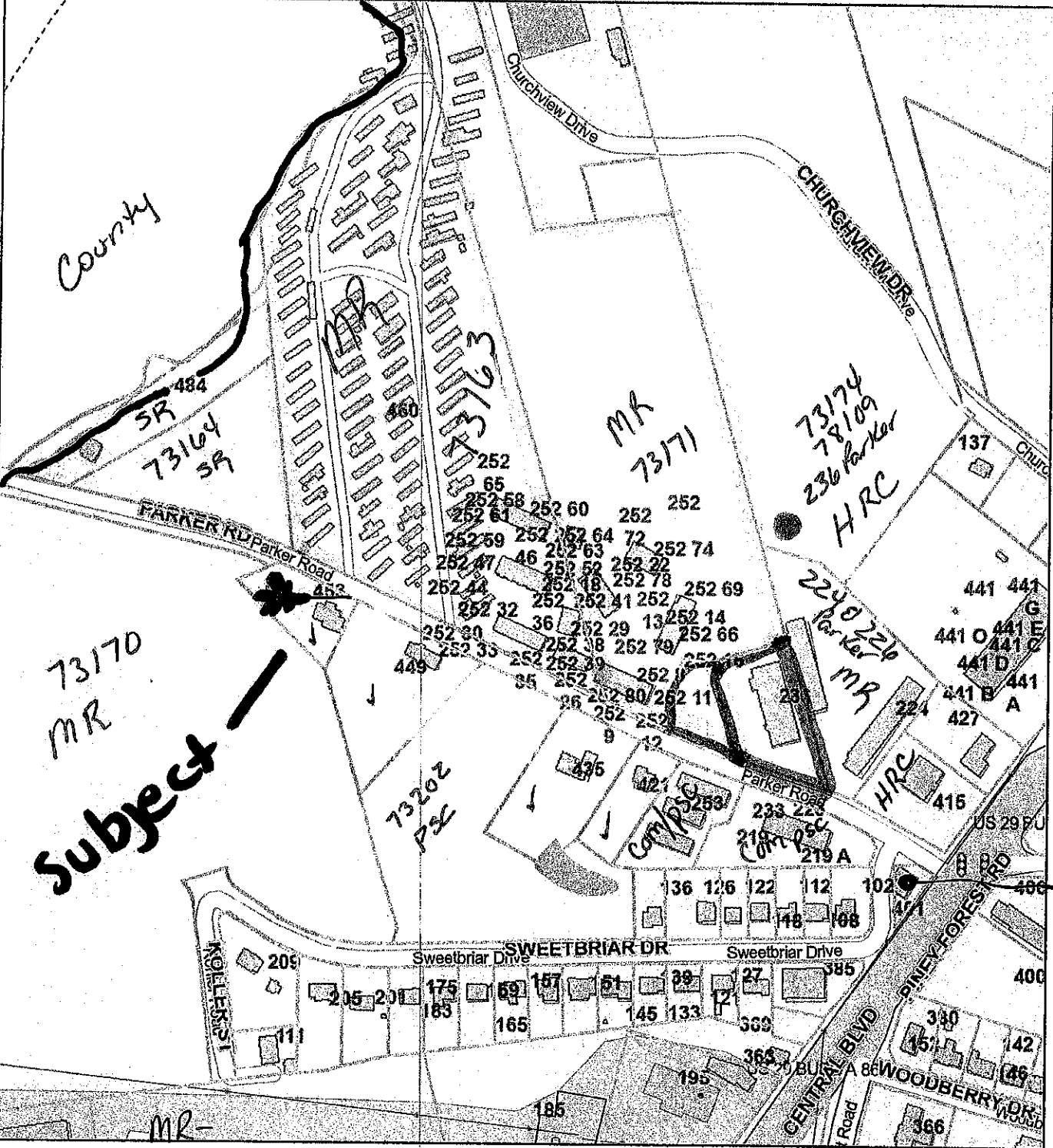
I (Helen McKenzie) am writing this request on behalf of the owner Ana Ortega-Cordova, with her permission.

Contact information has been provided for both Owner and myself on the Application.


Thanks

Helen McKenzie, Realtor

Jacobs Real Estate of the Piedmont



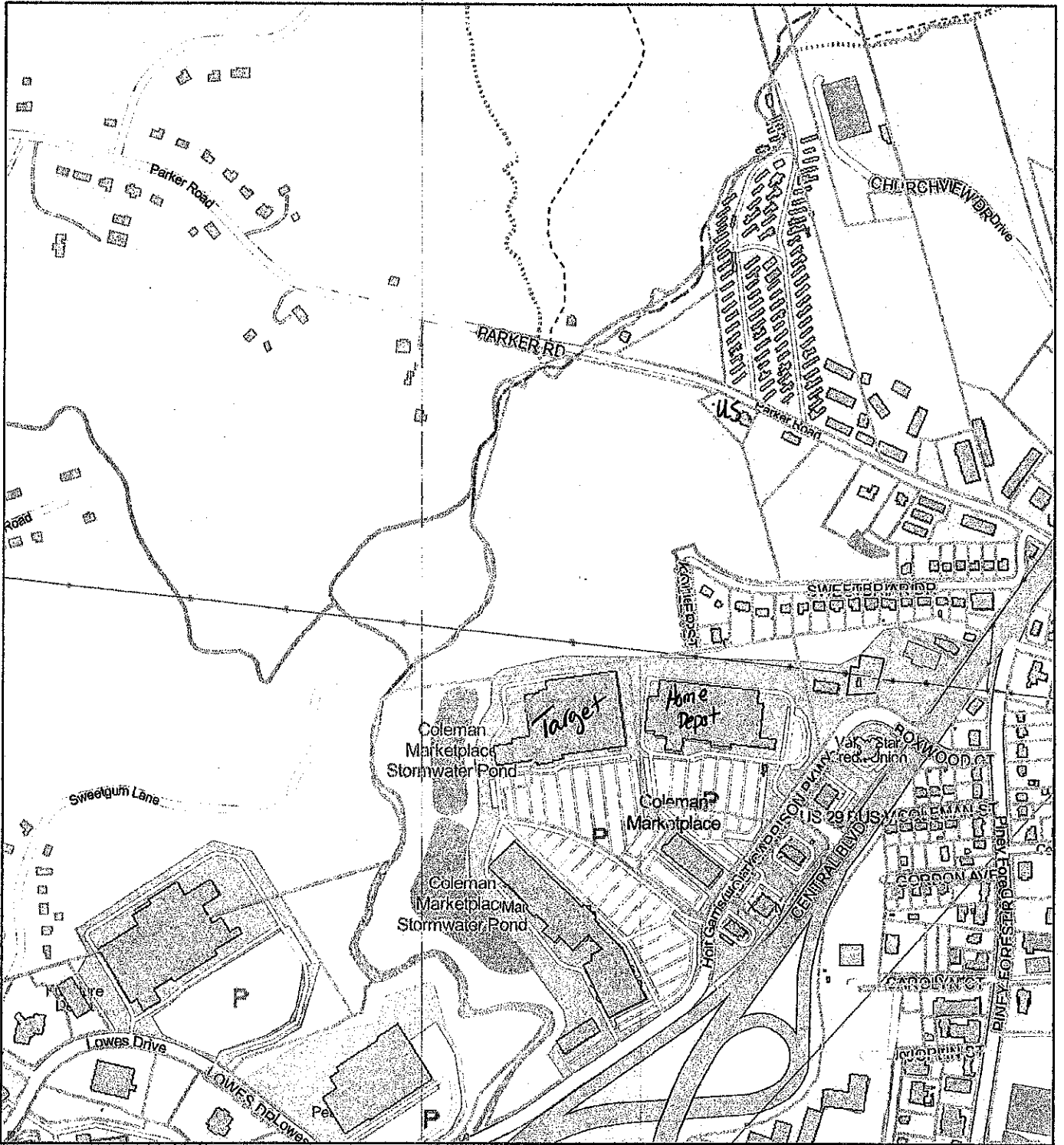
August 16, 2025 Multi Family Residential HRC

- Street Names
- House Numbers
-  Buildings

Highway
Retail
Comm
PSC
planned
shopping center


SR Suburban Residential

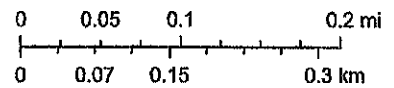
1401 - PSC
Ainey Forest



August 16, 2025

1:9,028

- Street Names
- House Numbers
-  Buildings



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri



2025 AERIAL IMAGERY OF SUBJECT PROPERTY

Prepared by:
Planning Division
10/6/2025



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
9/15/2025



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STAFF REPORT

DATE: October 14, 2025
TO: Planning Commission
FROM: Renee Burton, Division Director of Planning
RE: Special Use Permit application PZ25-00471 requested by Danville-Pittsylvania Community Services to waive yard requirements in accordance with Article 3.M, Section C.21 at Parcel 50415 (366 Piney Forest Road).

SUMMARY

Danville-Pittsylvania Community Services (DPCS) requests a Special Use Permit to waive yard requirements at 366 Piney Forest Road. The property is zoned HR-C Highway Retail Commercial and is currently used as the DPCS Crisis Center, a 24/7 behavioral health facility.

The applicant proposes a 4,220-square-foot addition to the northeast corner of the building to provide separate spaces for adult and youth services, as required by updated Virginia Department of Behavioral Health and Developmental Services licensing standards. The proposed addition would be located approximately 21 feet from the property line along Woodberry Drive.

The applicant also proposes to relocate the existing generator pad, currently near the northeast corner of the building, to the landscaped area along the northeast corner of the property. Both the building addition and the relocated generator would encroach into the required 30-foot front yard setback along Woodberry Drive. Therefore, the applicant requests a Special Use Permit to reduce the setback from 30 feet to 20 feet. It is important to note, however, that the 20-foot setback requested by the applicant does not fully accommodate the proposed generator location.

Twenty-four (24) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. Three (3) responses were received, all were unopposed.

RECOMMENDATION

Planning staff recommends approval of Special Use Permit application PZ25-00471 to permit a reduced setback of 20 feet along Woodberry Drive and five (5) feet along the east property line.

ATTACHMENTS

1. SPECIAL USE PERMIT APPLICATION - 366 PINEY FOREST ROAD (3)
2. 366 Piney Forest Rd_Aerials Map
3. 366 Piney Forest Rd_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:	<u>366 Piney Forest Road, Danville Va 24540</u>
Applicant:	<u>Danville Pittsylvania Community Services (DPCS)</u>
Applicant's Address:	<u>245 Hairston Street, Danville, VA 24540</u>
Applicant's Phone Number:	_____
Applicant's Email:	_____

Describe Proposed Request: Please refer to the attached statement.



09/15/2025

Applicant's Signature

Date

Property Owner's Signature
(if not applicant)

Date

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.



Dewberry Engineers Inc. | 434.797.4497
551 Piney Forest Road | 434.797.4341 fax
Danville, VA 24540-3353 | www.dewberry.com

September 15th, 2025

City of Danville
Attn: Renee Burton, Director of Planning & Zoning
City of Danville Municipal Building
427 Patton Street
Danville, Virginia 24511

RE: Danville-Pittsylvania Community Services (DPCS) Crisis Center Addition

Dear Ms. Burton,

Dewberry Engineers Inc., on behalf of Danville-Pittsylvania Community Services (DPCS), the public agency providing behavioral and developmental services to the City of Danville and Pittsylvania County, formally requests a waiver of yard requirements through the issuance of a Special Use Permit (SUP) granted by the City's Planning Commission and City Council. This SUP is for the proposed addition of the DPCS Crisis Center located at 366 Piney Forest Road, Danville, Virginia 24540. The parcel containing the extents of this project is identified as parcel #50415, totaling 0.86 acres.

The DPCS Crisis Center is located on a corner lot facing both Piney Forest Road and Woodberry Drive. The parcel is currently zoned as Highway Retail Commercial (HR-C) and is adjoined by Lighthouse Bible Church (parcel #50416) to the east and a residence to the south (parcel #54071) which are zoned as Old Town Residential (OT-R) and Highway Retail Commercial (HR-C) respectively. Residential parcels #50972 and #51138 are located directly across Woodberry Drive from the current Crisis Center facility. Commercial parcel #50956 is also located across Woodberry Drive and is owned by Danville-Pittsylvania Community Services.

The Crisis Center provides a safe, less restrictive, and comfortable environment for persons experiencing distress and impairment due to the impact of situational or psychiatric crises. The Crisis Center is open 24 hours per day, 7 days per week and houses a team of staff that provide Emergency Services, Mobile Crisis, Community Crisis Stabilization, and 23-Hour Crisis Stabilization services. In addition, the Crisis Intervention Team Assessment Center (CITAC) is located within the Crisis Center. The Crisis Center is designed to assess individual's needs to address their crisis, provide the least restrictive environment for short-term services, and reduce the risk for inpatient hospitalization. The cornerstone of the DPCS Crisis Center is the acknowledgement that successful intervention is person-centered and supports individualized recovery and self-determination. Effective interventions include the fortification of the individuals' capacity for self-nurturing, choice-making and sustained wellness. The therapeutic models and techniques utilized for intervention essentially facilitate a standard for success for each individual. There are currently thirty-four (34) full-time staff and seventeen (17) contract staff for a total of fifty-one (51) staff members at the Crisis Center. A typical day shift would consist of approximately twelve (12) staff; a typical night shift would consist of approximately seven (7) staff. On average, there are about ten (10) individuals (non-staff) visiting the facility per day.

Danville-Pittsylvania Community Services is in need of expanding their facility for 24/7 Crisis services for all residents. Two years ago, DPCS purchased and renovated the existing building at 366 Piney Forest Road to house its 24/7 Crisis programs. It wasn't until after more than a year of providing services at this facility that DPCS was notified of the existing building not conforming to

newly enhanced interpretations by the Office of Licensure at the Department of Behavioral Health and Developmental Services (DBHDS, or “the state”) of the regulations of the Virginia Administrative Code (VAC) that govern environments for crisis services. In short, the current interpretation of the VAC requires that adult and youth services be physically separated, and the existing facility falls short of the space required to make this feasible. To bring the existing building into compliance with the Virginia Administrative Code, and to allow DPCS to continue offering much-needed crisis services from its current 24/7 facility, a new addition to the building is required to expand those services back to full capacity by creating separate spaces for adults and youth.

The first attempt for an expansion was to plan an addition to the south and east sides of the building, but the existing 100’ Power Line Easement along the south portion of the site renders this option unfeasible. It should be noted that the principal building is already encroaching on this easement by approximately six (6) feet. The alternate option, which we are proposing, requires an addition to be constructed at the northeast corner of the building by capturing the space between the existing north facade and the existing drive-through canopy to the east. The building addition will add approximately 4,220 SF of program which includes an expansion of the existing patient examination area, a conference room for staff meetings, three (3) additional treatment spaces to permit separation of adult and children services, a nurse workstation for three (3) staff to service the new treatment spaces, additional work areas for staff, and additional restrooms for both staff and patients as required by the Virginia Uniform Statewide Building Code (VUSBC) and the applicable regulations of the Virginia Administrative Code (VAC).

This addition to the Crisis Center aligns with the goals of the City’s 2030 Comprehensive Plan by embracing the principles of “Sustainable Growth” not just for our infrastructure, but for our people as well, by enabling DPCS to help those with behavioral health or developmental disabilities live the least restrictive life possible in our community. Construction of the addition would effectively expand on DPCS’s service capabilities without creating additional building traffic and, therefore, have no additional impact on surrounding properties, current and future neighborhood conditions, and pedestrian/vehicular traffic. The building addition is intended to match closely with the existing facility in massing and use a consistent exterior material palette. This project has no intention of altering the use of the facility (Offices – General and Professional) that has already been permitted by-right for the HR-C district (Ord. No. 2004-02.04, Art. 3.M, § B, Item 19). The only public space provided within the facility is the existing building lobby, which is approximately 260 SF, and is adjoined by a restroom that is accessible to the public. The calculated occupancy of this space is only eighteen (18) occupants, and per the VUSCB, additional restrooms are only required if the occupant load exceeds twenty-five (25), therefore the existing lobby restroom is sufficient to meet the number of public facilities that are required.

Per the City of Danville’s zoning ordinance, the definition of a corner lot (Ord. No. 2004-02.04, Art. 15.B) states that all yards lying between the furthestmost projecting wall of the principal building parallel to the street and the intersecting street(s) shall be deemed front yards. This would identify the yard along Woodberry Drive as the front yard. The bulk regulations for HR-C Highway Retail Commercial (Ord. No. 2004-02.04, Art. 3.M, § E) state that a thirty-foot (30’) front yard setback is required. Given that the proposed location of the principal building addition would be located within the front yard, this would require a building setback of thirty feet (30’). This also would define the existing building as legal non-conforming in relation to the current required setbacks. For this project to be programmatically functional and achieve the goals in this statement, the principal building, including the addition, will need to exist within the existing front yard setback of thirty feet (30’). DPCS is, therefore, formally requesting a waiver of yard requirements through the issuance of a Special Use Permit (SUP) granted by the City’s Planning Commission and City Council per Ord. No. 2004-02.04, Art. 3.M, § C, Item 21 to bring the existing

Ms. Renee Burton
DPCS Crisis Center Addition
September 15th, 2025

principal building into compliance and allow for the northeast addition of this building to be constructed.

We request that the Planning Commission considers this project to issue a waiver of yard requirements to reduce the front yard setback minimum to twenty feet (20') from the exterior boundary of the Crisis Center parcel. As currently drawn, the proposed northeast addition to the principal building will have a setback of twenty-one feet (21') taken from the edge of the property boundary along Woodberry Drive.

This project will afford Danville-Pittsylvania County Community Services (DPCS) the opportunity to provide much needed crisis stabilization services for the residents of the City of Danville and Pittsylvania County. Therefore, considerations should be made to enable their growth and allow them to continue serving our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Dodie Hudson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dodie Hudson, NCIDQ, LEED AP

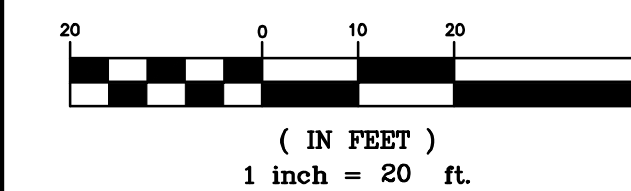
Senior Associate, Senior Project Manager

DANVILLE-PITTSYLVANIA
 COMMUNITY SERVICES

**CRISIS CENTER
 ADDITION**

366 PINEY FOREST RD,
 DANVILLE, VA 24540

**HORIZONTAL
 GRAPHIC SCALE**



PRELIMINARY DOCUMENTS
 NOT FOR CONSTRUCTION

SCALE

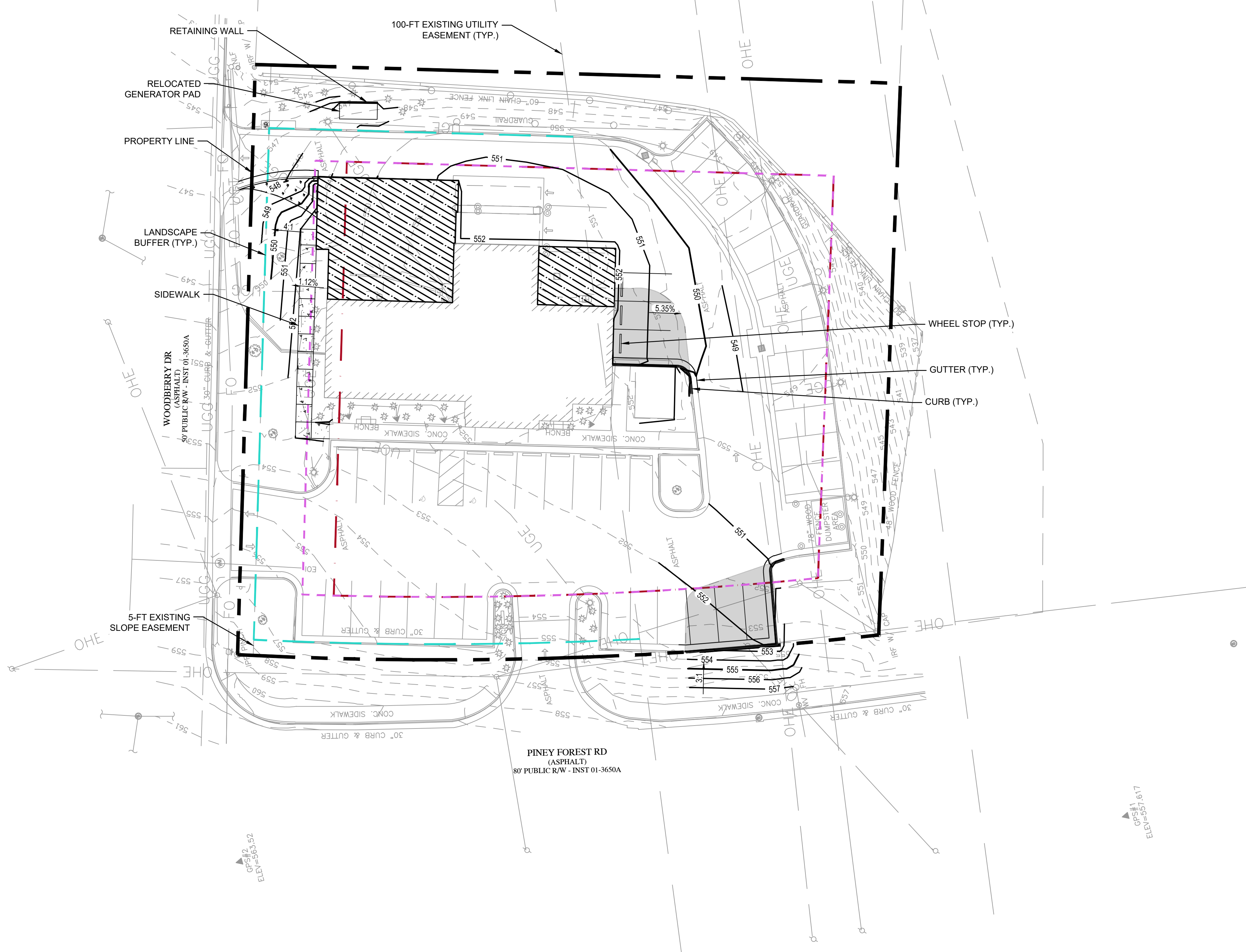
No.	DATE	BY	Description
REVISIONS			

PROJECT NO. 50159824



GRADING PLAN

SHEET NO. 3 OF 3



- GENERAL NOTES:**
- ALL CONSTRUCTION AND MATERIAL SPECIFICATIONS SHALL CONFORM TO THE PROJECT DRAWING AND SPECIFICATIONS.
 - CONTRACTOR SHALL REPAIR ALL EXISTING SITE FEATURES INCLUDING PAVEMENT, DRIVES, SIDEWALKS, WALKWAYS, AND CONCRETE CURB AND GUTTER TO EXISTING OR BETTER CONDITION IF DISTURBED DURING CONSTRUCTION.

- SITE NOTES:**
- EXISTING TOPOGRAPHIC SURVEY INFORMATION PROVIDED BY DEWBERRY ENGINEERS INC. ON AUGUST 28, 2025.
 - ALL NEW WORK SHALL BE IN ACCORDANCE WITH CITY OF DANVILLE VADEQ/VPDES STANDARDS AS IT PERTAINS TO NEW WORK.
 - IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY EXISTING CONDITIONS INCLUDING EXISTING UTILITIES FOR POTENTIAL CONFLICTS OR DISCREPANCIES TO ENGINEERS ATTENTION PRIOR TO START OF NEW WORK. CONTRACTOR MUST COORDINATE ANY UTILITY CONFLICTS WITH UTILITY OWNERS FOR ANY RELOCATION OF UTILITIES REQUIRED.
 - CONTRACTOR SHALL OBTAIN COPIES OF ALL PERMITS PRIOR TO CONSTRUCTION. ALL PROVISIONS MUST BE FOLLOWED.
 - CONTACT VA811 AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO ANY WORK.
 - ALL AREAS NOT RECEIVING PAVEMENT SHALL BE SEEDED AND MULCHED PER THE VADEQ EROSION CONTROL MANUAL, LATEST EDITION.
 - NO NEW TREES OR THE PROJECTED MATURE CANOPY ALLOWED WITHIN 10 FT OF EXISTING AND/OR PROPOSED WATER AND SEWER.

- SITE PLAN LEGEND**
- BUILDING EXPANSION
 - ASPHALT
 - GRASS
 - CONCRETE
 - PROPOSED BUILDING SETBACK
 - EXISTING BUILDING SETBACK
 - LANDSCAPE BUFFER
 - PROPERTY LINE

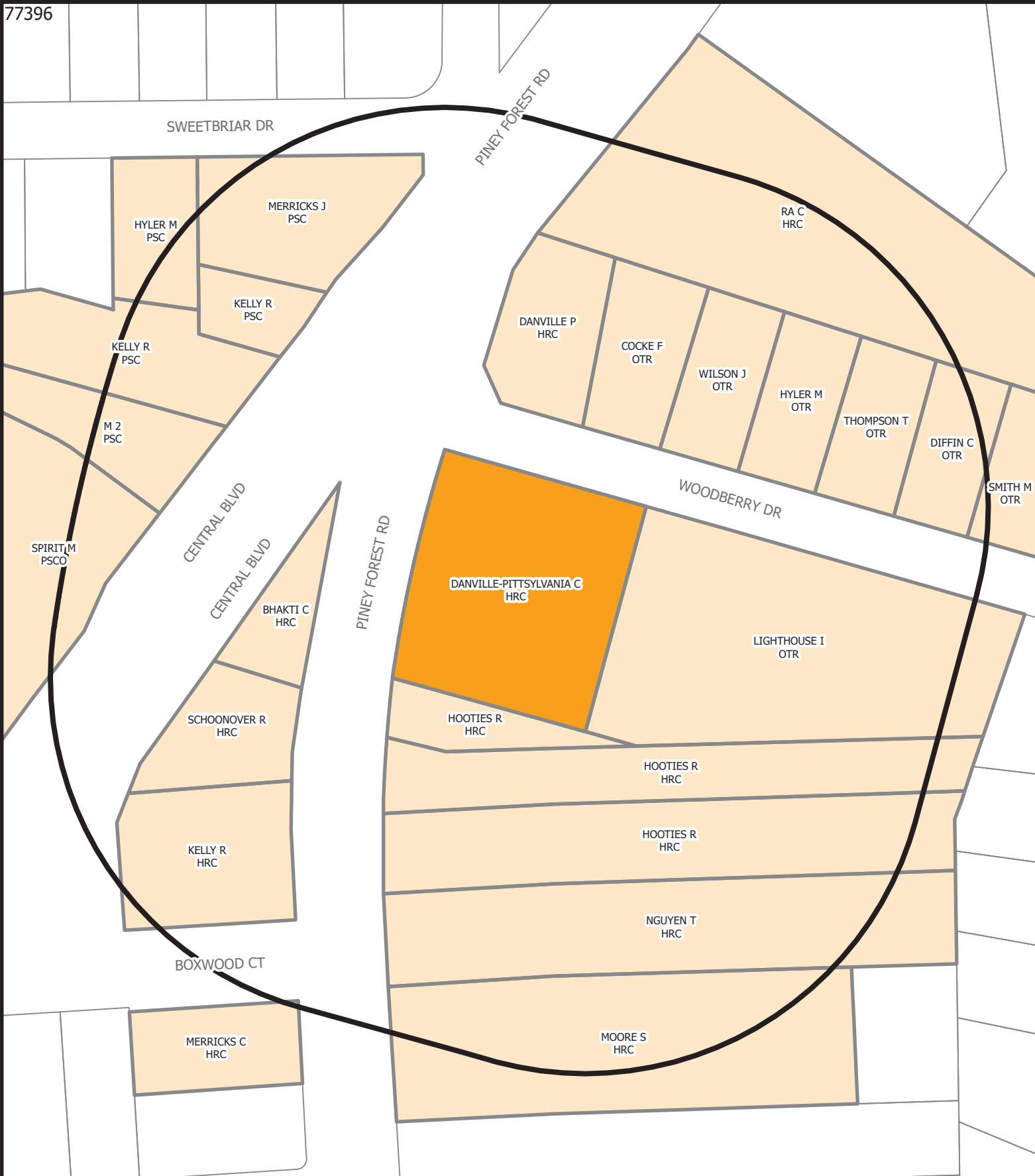


2025 AERIAL IMAGERY OF SUBJECT PROPERTY

Prepared by:
Planning Division
10/6/2025



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SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY

Prepared by:
Planning Division
9/16/2025



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STAFF REPORT

DATE: October 14, 2025
TO: Planning Commission
FROM: Renee Burton, Division Director of Planning
RE: Rezoning application PZ25-00470 filed by Darryl and Gwendolyn Averett to rezone Parcels 76487 and 76488 (South Boston Road) from S-R, Suburban Residential to TO-CC, Conditional Transitional Office.

SUMMARY

Parcels 76487 and 76488, located between South Boston Road and Halifax Road, are adjacent vacant lots currently zoned S-R Suburban Residential. The applicants are requesting to rezone the parcels to TO-CC, Conditional Transitional Office to allow for the construction of a child daycare facility, which is not permitted under the existing zoning. The applicants have agreed to the following limitations to the permitted and special uses of conditional rezoning:

Proffer Condition(s) for the requested conditional rezoning at Parcel IDs 76487 & 76488:

B. - Permitted Uses.

1. Accessory use, to include tool sheds, detached garages and carports, children's playhouses, doghouses and accessory off-street parking and loading spaces.
- ~~2. Banks and financial institutions (without drive-thru facilities).~~
- ~~3. Bed and breakfast, inn, or tourist home (as defined).~~
4. Catering service.
- ~~5. Cemeteries.~~
6. Churches and places of worship.
7. Offices (general and professional).
8. Day care facilities (adult and child).
- ~~9. Funeral home.~~
- ~~10. Home occupations.~~
- ~~11. Hospital, nursing home, and medical care facility, inclusive of inpatient activities.~~
- ~~12. Nursing home.~~
13. Personal service establishments.
- ~~14. Pharmacy.~~
- ~~15. Schools, colleges and universities (public or private).~~
16. Single family residential dwelling, provided that (a) the residential dwelling is existing as a conforming use as of the date of adoption of this ordinance, (b) said residential dwelling shall conform in all respects to the OT-R District and (c) there shall be no more than one single-family dwelling per lot.
17. Studio for an artist, designer, writer, photographer, sculptor or musician.
18. Child therapeutic day support services.

19. Reserved.

(Ord. No. 2004-02.04, Art. 3.1, § B, 2-17-04; Ord. No. 2014-08.09, 8-19-14; Ord. No. [2019-07.05](#), 7-2-19; Ord. No. [2023-04.06](#), 4-4-23; [Ord. No. 2023-12.18](#), 12-19-23)

C. - Uses Permitted by Special Use Permit.

1. ~~Accessory apartments, within a residential dwelling and limited to one rental apartment.~~
2. ~~Any use incorporating a drive-thru facility (including banks, financial institutions and fast food restaurants).~~
3. ~~Antique shops.~~
4. Community facilities and uses.
5. ~~Congregate care facility.~~
6. ~~Cupolas, spires and steeples (for public and semi-public uses).~~
7. ~~Fast food restaurant.~~
8. ~~Golf course, but not including a par 3 course, miniature golf course or driving range.~~
9. ~~Group home.~~
10. ~~Offices with retail sales, limited to interior display and sales of high technology, scientific, electronic, health care, medical or biomedical equipment of a type not customarily retailed to the general public, provided that there shall be no exterior or storefront displays.~~
11. ~~Parking lots (private or public, off-street as a principal use).~~
12. ~~Private clubs and lodges.~~
13. Public uses and utilities.
14. ~~Residential apartments, as an ancillary use within a commercial structure and limited to four (4) rental apartment units per structure.~~
15. ~~Restaurant.~~
16. Waiver of lot size requirements.
17. Waiver of maximum floor area ratio of 0.25.
18. Waiver of maximum building height regulations.
19. Waiver of minimum yard requirements.
20. ~~Homeless shelter.~~
21. ~~Transitional living shelter.~~
22. ~~Post-release housing.~~
23. ~~Museum.~~
24. ~~Hotel/motel.~~
25. ~~Waiver to maximum sign area.~~
26. Retail sales, limited to interior and storefront displays. There shall be no exterior display or storage.

During initial discussions with the applicants on September 22, 2026, Mr. and Mrs. Averett agreed to the previously listed proffers. Without consulting Planning Staff, the applicants provided a second list of proffers on September 26, 2025, to include:

B. - Permitted Uses.

1. Accessory use, to include tool sheds, detached garages and carports, children's playhouses, doghouses and accessory off-street parking and loading spaces.
2. ~~Banks and financial institutions (without drive-thru facilities.)~~
3. ~~Bed and breakfast, inn, or tourist home (as defined).~~
4. Catering service.
5. ~~Cemeteries.~~
6. Churches and places of worship.
7. Offices (general and professional).

8. Day care facilities (adult and child).

9. Funeral home.

10. Home occupations.

~~11. Hospital, nursing home, and medical care facility, inclusive of inpatient activities.~~

~~12. Nursing home.~~

13. Personal service establishments.

~~14. Pharmacy.~~

~~15. Schools, colleges and universities (public or private).~~

16. Single family residential dwelling, provided that (a) the residential dwelling is existing as a conforming use as of the date of adoption of this ordinance, (b) said residential dwelling shall conform in all respects to the OT-R District and (c) there shall be no more than one single-family dwelling per lot.

17. Studio for an artist, designer, writer, photographer, sculptor or musician.

18. Child therapeutic day support services.

19. Reserved.

(Ord. No. 2004-02.04, Art. 3.I, § B, 2-17-04; Ord. No. 2014-08.09, 8-19-14; Ord. No. [2019-07.05](#), 7-2-19; Ord. No. [2023-04.06](#), 4-4-23; [Ord. No. 2023-12.18](#), 12-19-23)

C. - Uses Permitted by Special Use Permit.

1. Accessory apartments, within a residential dwelling and limited to one rental apartment.

2. Any use incorporating a drive-thru facility (including banks, financial institutions and fast food restaurants).

~~3. Antique shops.~~

4. Community facilities and uses.

5. Congregate care facility.

~~6. Cupolas, spires and steeples (for public and semi-public uses).~~

7. Fast food restaurant.

8. Golf course, but not including a par 3 course, miniature golf course or driving range.

9. Group home.

10. Offices with retail sales, limited to interior display and sales of high technology, scientific, electronic, health care, medical or biomedical equipment of a type not customarily retailed to the general public, provided that there shall be no exterior or storefront displays.

~~11. Parking lots (private or public, off-street as a principal use).~~

~~12. Private clubs and lodges.~~

13. Public uses and utilities.

14. Residential apartments, as an ancillary use within a commercial structure and limited to four (4) rental apartment units per structure.

15. Restaurant.

16. Waiver of lot size requirements.

17. Waiver of maximum floor area ratio of 0.25.

18. Waiver of maximum building height regulations.

19. Waiver of minimum yard requirements.

~~20. Homeless shelter.~~

~~21. Transitional living shelter.~~

~~22. Post-release housing.~~

~~23. Museum.~~

~~24. Hotel/motel.~~

25. Waiver to maximum sign area.

26. Retail sales, limited to interior and storefront displays. There shall be no exterior display or

storage.

The changes in terms between the first list of proffers and the second are in bold for ease of identification.

Fifty-one (51) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. Fifteen (15) responses were received, five (5) were opposed, ten (10) were unopposed.

RECOMMENDATION

The Planning Staff recommends approval of PZ25-00470 to rezone Parcels 76487 and 76488 (South Boston Road) from S-R, Suburban Residential to conditional TO-C, Transitional Office Commercial with the original proffers agreed to by the applicants, to include:

B. - Permitted Uses.

1. Accessory use, to include tool sheds, detached garages and carports, children's playhouses, doghouses and accessory off-street parking and loading spaces.
2. Banks and financial institutions (without drive-thru facilities).
3. Bed and breakfast, inn, or tourist home (as defined).
4. Catering service.
5. Cemeteries.
6. Churches and places of worship.
7. Offices (general and professional).
8. Day care facilities (adult and child).
9. Funeral home.
10. Home occupations.
11. Hospital, nursing home, and medical care facility, inclusive of inpatient activities.
12. Nursing home.
13. Personal service establishments.
14. Pharmacy.
15. Schools, colleges and universities (public or private).
16. Single family residential dwelling, provided that (a) the residential dwelling is existing as a conforming use as of the date of adoption of this ordinance, (b) said residential dwelling shall conform in all respects to the OT-R District and (c) there shall be no more than one single-family dwelling per lot.
17. Studio for an artist, designer, writer, photographer, sculptor or musician.
18. Child therapeutic day support services.
19. Reserved.

(Ord. No. 2004-02.04, Art. 3.1, § B, 2-17-04; Ord. No. 2014-08.09, 8-19-14; Ord. No. [2019-07.05](#), 7-2-19; Ord. No. [2023-04.06](#), 4-4-23; [Ord. No. 2023-12.18](#), 12-19-23)

C. - Uses Permitted by Special Use Permit.

1. Accessory apartments, within a residential dwelling and limited to one rental apartment.
2. Any use incorporating a drive-thru facility (including banks, financial institutions and fast food restaurants).
3. Antique shops.
4. Community facilities and uses.
5. Congregate care facility.
6. Cupolas, spires and steeples (for public and semi-public uses).
7. Fast food restaurant.
8. Golf course, but not including a par 3 course, miniature golf course or driving range.
9. Group home.

- ~~10. Offices with retail sales, limited to interior display and sales of high technology, scientific, electronic, health care, medical or biomedical equipment of a type not customarily retailed to the general public, provided that there shall be no exterior or storefront displays.~~
- ~~11. Parking lots (private or public, off-street as a principal use).~~
- ~~12. Private clubs and lodges.~~
13. Public uses and utilities.
- ~~14. Residential apartments, as an ancillary use within a commercial structure and limited to four (4) rental apartment units per structure.~~
- ~~15. Restaurant.~~
16. Waiver of lot size requirements.
17. Waiver of maximum floor area ratio of 0.25.
18. Waiver of maximum building height regulations.
19. Waiver of minimum yard requirements.
- ~~20. Homeless shelter.~~
- ~~21. Transitional living shelter.~~
- ~~22. Post-release housing.~~
- ~~23. Museum.~~
- ~~24. Hotel/motel.~~
- ~~25. Waiver to maximum sign area.~~
26. Retail sales, limited to interior and storefront displays. There shall be no exterior display or storage.

ATTACHMENTS

1. Sales Contract
2. Signed Proffers_2025.09.22
3. Floor Plan (1)
4. South Boston Rd_Aerials Map
5. South Boston Rd_Owners Zoning Map
6. Signed Proffers_2025.09.26
7. PINs 76487 & 76488_Rezoning Application



VIRGINIA REALTORS®
CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY
(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)



This CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY made as of Sept. 15, 2025, between Helen W. Gilbert Revocable Trust (the "Seller," whether one or more), whose address is _____ and Harry L. Averett, Swendalyd M. Averett (the "Purchaser," whether one or more), whose address is _____ provides: The Listing Company (who represents Seller) is Ramsey Veatts & Associates and the Selling Company (who does OR does not represent Purchaser) is WILKINS & CO REALTOR

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

NO 2 B (3.48 AC) + NO 3 (4.38 AC) South Boston Rd

and more commonly known as: 7, 86 A L HALL FAY Rds Danville, Va 24540 (the "Property").

2. PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is \$ 85,000.00

This sale shall be in gross, and the Purchase Price shown above shall be the exact sales price.

The Purchase Price shall be adjusted at settlement to an exact purchase price of \$ _____

per (sq. ft.) (acre). The exact area to be determined by a survey to be made by a licensed surveyor and paid for by Purchaser OR Seller OR _____

Purchaser shall pay to Seller at settlement the Purchase Price in cash or by cashier's certified check, subject to the prorations herein and from the following sources:

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

(b) THIRD PARTY SECOND TRUST: As set forth in paragraph 4, this sale is also subject to Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ _____ or _____ % of the Purchase Price bearing interest at rate not exceeding _____ % per year, amortized as follows _____ and requiring not more than a total of _____ loan discount points, excluding the origination fee.

(c) BALANCE OF PURCHASE PRICE: Purchaser will provide the balance of the Purchase Price from Purchaser's funds in cash or by cashier's or certified check or wired funds at settlement. Purchaser shall give Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) OTHER FINANCING TERMS: Cash sale

3. **DEPOSIT:** Purchaser shall make a deposit of \$ 1,000.00 to be held by Wilkins & Co Real Est (the "Escrow Agent") (the "Deposit"). Purchaser [select one]: has paid the Deposit to the Escrow Agent OR will pay the Deposit to the Escrow Agent within _____ days (the "Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

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

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

4. **FINANCING:**

(a) This Contract is contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the third-party financing or loan assumption required in paragraph 2. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment for such financing.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Listing Company in writing before 5:00 p.m. local time on Sept 25, 2025 (if no date is filed in, the date shall be the same date set forth in paragraph 7), then if Purchaser is otherwise in compliance with the terms of this Contract, this Contract shall terminate upon giving such a notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 4(a) above shall nonetheless continue unless Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a commitment in compliance with the provisions of subparagraph 4(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing.

(c) If the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or seller financing, Purchaser shall give Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract:

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

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

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 2. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 4 should Purchaser fail to pursue, as required in this paragraph 4, the financing set forth in paragraph 2.

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

6. **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.

7. **SETTLEMENT; POSSESSION:** Settlement shall be made at appointed lawyer office on or about January 30, 2026. "Settlement" means the time when the settlement agent has received the duly executed deed, loan funds, loan documents, and other documents and funds required to carry out the terms of the contract between the parties and the settlement agent reasonably determines that prerecordation conditions of such contracts have been satisfied. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.

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

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

(b) Rollback taxes shall be paid as follows:

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

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

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

11. **STUDY PERIOD:** Purchaser shall have _____ days from the date this Contract is executed by both Purchaser and Seller to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten (10) days from the date of execution, and deliver to Seller and Listing Company copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent to Seller or Listing Company, simultaneously with delivery to Purchaser. If within such study period Purchaser notifies Seller or Listing Company, in writing, that Purchaser's plan, in Purchaser's sole judgment, is not practical, Purchaser may terminate this Contract and receive a refund of the Deposit and the parties shall have no further liability or obligations hereunder, except as set forth herein. Time shall be of the essence of this provision.

12. **SOIL STUDY:** This Contract is contingent for 120 days from date of execution of this Contract by both Purchaser and Seller to allow PURCHASER at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of DAY CARE

on the Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser shall have the right, upon written notice to Seller, to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.

13. **ACCESS:** Purchaser and Purchaser's agents and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser to keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall survive settlement and transfer of title and possession to the Property.

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

15. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for Purchaser's intended purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 2(a) or 2(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.

16. **COMMON INTEREST COMMUNITY:**

Seller represents that the Property [select one]: is OR is not located in a Common Interest Community. Pursuant to §55.1-2307 et seq. of the Code of Virginia, a Common Interest Community means a property owners' association subject to the Property Owners' Association Act (§55.1-1800 et seq.), a condominium created pursuant to the Virginia Condominium Act (§55.1-1900 et seq.), or a cooperative created pursuant to the Virginia Real Estate Cooperative Act (§55.1-2100 et seq.).

If the Property is in a Common Interest Community, then pursuant to §55.1-2308 Seller is required to obtain from the association a resale certificate and provide it to Purchaser unless exempt pursuant to §55.1-2317.

If delivery of the resale certificate to the purchaser or purchaser's agent, whether or not complete pursuant to § 55.1-2310, or a notice that the resale certificate is unavailable, occurs before the contract is ratified, the purchaser may cancel the contract within a time period agreed upon by all parties in the ratified real estate contract. If no time period is specified in the ratified real estate contract, the purchaser shall have three days from the date of ratification to cancel the contract.

If delivery of the resale certificate to the purchaser or purchaser's agent, whether or not complete pursuant to § 55.1-2310, or a notice that such resale certificate is unavailable, occurs after the contract is ratified, the purchaser may cancel the contract within a time period agreed upon by all parties to the real estate contract. If no time period is specified in the ratified real estate contract, the purchaser shall have three days from receipt of the resale certificate or notice that the resale certificate is unavailable to cancel the contract.

If the resale certificate or notice that the resale certificate is unavailable has not been delivered to the purchaser, the purchaser or purchaser's agent may cancel the contract at any time prior to settlement. The written notice of cancellation shall be delivered within _____ days (if blank 3) after delivery of the resale certificate. Purchaser's right to receive the resale certificate and the right to cancel the contract are waived conclusively if not exercised before settlement.

If a resale certificate was issued more than 30 days but less than 12 months before settlement, Seller or Purchaser, upon proof of being the contract purchaser of the unit, may request an updated resale certificate. The updated resale certificate

shall be delivered to the person requesting it, or as such person may direct, in the format requested. The updated resale certificate shall be delivered within 10 days after the written request. A request for an updated resale certificate does not extend the cancellation periods set forth above.

17. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES: Choice of Settlement Agent:** Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that in loans made by lenders and secured by first deeds of trust or mortgages on real estate containing not more than four residential dwelling units, the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. **Variation by agreement:** The provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property. **Escrow, closing, and settlement service guidelines:** The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

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

18. **MECHANICS LIEN NOTICE:**

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

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

19. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be *non-binding*, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually-agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.
20. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (Section 19.2-987 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or <https://www.vspcor.com/>.
21. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company, or Selling Company under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall

be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

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

Four months to get Rezoning and any other licence or anything else needed

23. BROKERS: LICENSEE STATUS:

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

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

24. MISCELLANEOUS: This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

25. WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Purchaser and Seller are advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient. To report wire fraud and internet crime complaints go to <https://www.ic3.gov>.

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

27. ACCEPTANCE: This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by Sept. 19, 2025 (time), 5:00 P.M., it shall become null and void.

WITNESS the following duly authorized signatures: (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

PURCHASER:

9/15/2025 Donald L. Smith Sr
DATE PURCHASER

9/15/2025 Wendelyn Auer
DATE PURCHASER

DATE PURCHASER

DATE PURCHASER

SELLER:

9/19/2025 Brian K. Hillert
DATE SELLER
SIGNED BY 580478...

9/22/25 Lucy O. Baminoe
DATE SELLER

DATE SELLER

DATE SELLER

For information purposes only:

Selling Company's Name and Address:

Wilkins & Co. Realtor
428 Piney Forest Rd
Danville, VA 24040

Office Phone: 434-717-4107 Fax: _____

MLS Broker Code: _____ Office ID No. _____

Agent Name: Ernestine Henry

Agent ID No.: _____

Agent E-mail address: henryernestine51@gmail.com

Listing Company's Name and Address:

Ramsey Yoatts & Associates

Office Phone: _____ Fax: _____

MLS Broker Code: _____ Office ID No. _____

Agent Name: Ramsey Yoatts

Agent ID No.: _____

Agent E-mail address: RamseyYoatts@gmail.com

This Contract has been ratified by Purchaser and Seller as of 9/22/25 ("Date of Ratification").

Acknowledgement that Contract is ratified as of the date above.

Selling Firm Ernestine Henry
(signature)

Listing Firm Ramsey Yoatts
(signature)

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TO-C

B. - Permitted Uses.

- 1. Accessory use, to include tool sheds, detached garages and carports, children's playhouses, doghouses and accessory off-street parking and loading spaces.
- ~~2. Banks and financial institutions (without drive-thru facilities.)~~
- ~~3. Bed and breakfast, inn, or tourist home (as defined).~~
- 4. Catering service.
- ~~5. Cemeteries.~~
- 6. Churches and places of worship.
- 7. Offices (general and professional).
- 8. Day care facilities (adult and child).
- ~~9. Funeral home.~~
- ~~10. Home occupations.~~
- ~~11. Hospital, nursing home, and medical care facility, inclusive of inpatient activities.~~
- ~~12. Nursing home.~~
- 13. Personal service establishments.
- ~~14. Pharmacy.~~
- ~~15. Schools, colleges and universities (public or private).~~
- 16. Single family residential dwelling, provided that (a) the residential dwelling is existing as a conforming use as of the date of adoption of this ordinance, (b) said residential dwelling shall conform in all respects to the OT-R District and (c) there shall be no more than one single-family dwelling per lot.
- 17. Studio for an artist, designer, writer, photographer, sculptor or musician.
- 18. Child therapeutic day support services.
- 19. Reserved.

(Ord. No. 2004-02.04, Art. 3.I, § B, 2-17-04; Ord. No. 2014-08.09, 8-19-14; Ord. No. 2019-07.05, 7-2-19; Ord. No. 2023-04.06, 4-4-23; Ord. No. 2023-12.18, 12-19-23)

C. - Uses Permitted by Special Use Permit.

- ~~1. Accessory apartments, within a residential dwelling and limited to one rental apartment.~~
- ~~2. Any use incorporating a drive-thru facility (including banks, financial institutions and fast food restaurants).~~
- ~~3. Antique shops.~~
- 4. Community facilities and uses.

Darryl Loungo August Sr
Whendelyn August
 9/22-2025 ^{1/2}

- ~~5. Congregate care facility.~~
- ~~6. Cupolas, spires and steeples (for public and semi-public uses).~~
- ~~7. Fast food restaurant.~~
- ~~8. Golf course, but not including a par 3 course, miniature golf course or driving range.~~
- ~~9. Group home.~~
10. Offices with retail sales, limited to interior display and sales of high technology, scientific, electronic, health care, medical or biomedical equipment of a type not customarily retailed to the general public, provided that there shall be no exterior or storefront displays.
- ~~11. Parking lots (private or public, off-street as a principal use).~~
- ~~12. Private clubs and lodges.~~
13. Public uses and utilities.
- ~~14. Residential apartments, as an ancillary use within a commercial structure and limited to four (4) rental apartment units per structure.~~
- ~~15. Restaurant.~~
16. Waiver of lot size requirements.
17. Waiver of maximum floor area ratio of 0.25.
18. Waiver of maximum building height regulations.
19. Waiver of minimum yard requirements.
- ~~20. Homeless shelter.~~
- ~~21. Transitional living shelter.~~
- ~~22. Post-release housing.~~
- ~~23. Museum.~~
- ~~24. Hotel/motel.~~
- ~~25. Waiver to maximum sign area.~~
26. Retail sales, limited to interior and storefront displays. There shall be no exterior display or storage.

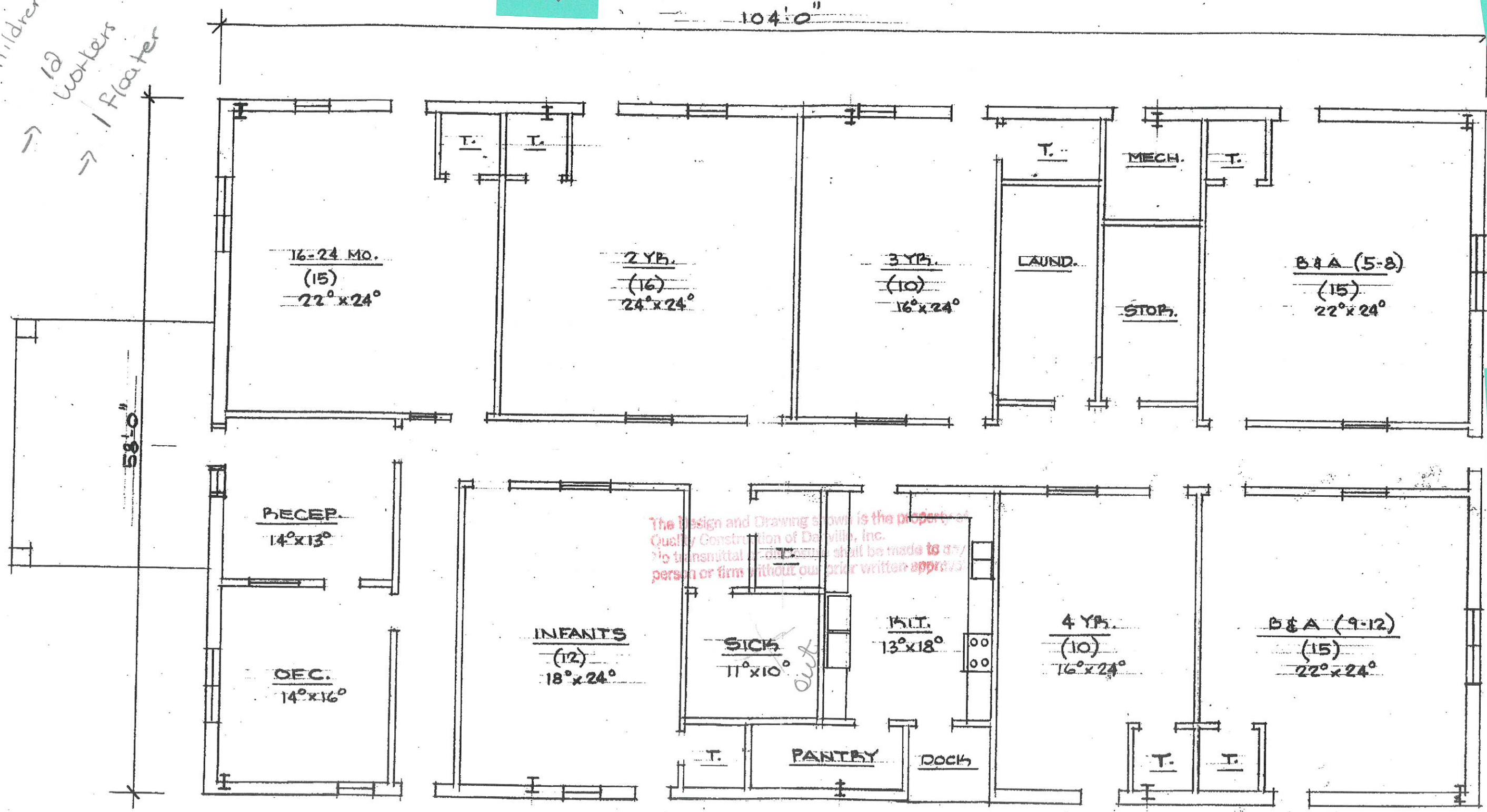
(Ord. No. 2004-02.04, Art. 3.I, § C, 2-17-04; Ord. No. 2009-11.07, 11-5-09; Ord. No. 2013-06.01, 6-4-13; Ord. No. 2013-10.06, 10-17-13; Ord. No. 2013-11.05, 11-19-13; Ord. No. 2019-08.02, 8-8-19; Ord. No. 2019-12.03, 12-3-19; Ord. No. 2024-04.02, 4-2-24)

93
 → Children
 → 12 Workers
 → 1 Floater

110
 Add
 another

ADD
 3

ADD
 15



The Design and Drawing shown is the property of
 Quality Construction of Darville, Inc.
 No transmittal or disclosure shall be made to any
 person or firm without our prior written approval.

FLOOR PLAN 1/8" = 1'-0"

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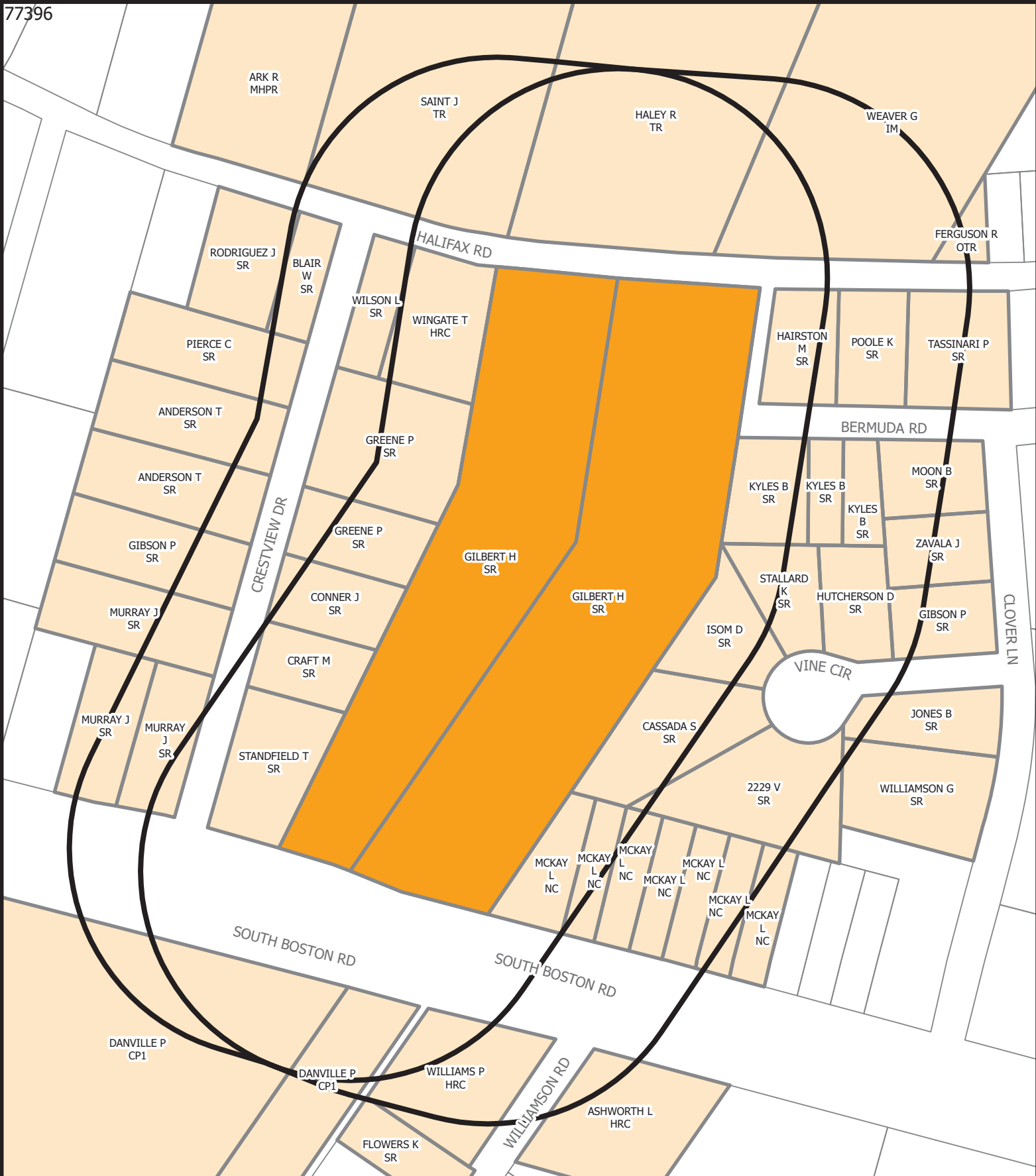


2025 AERIAL IMAGERY OF SUBJECT PROPERTY

Prepared by:
Planning Division
10/6/2025



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
9/23/2025



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The TO-C, Transitional Office District is established to provide for the location of office and other non-retail uses in a low intensity development patterns. The district is intended to provide opportunities for offices and businesses within areas of Danville which are in transition from stable residential neighborhoods to more intensive, non-residential uses. In addition, the district is established for the purposes of selectively providing for well-planned non-residential land uses to be located between older residential neighborhoods and existing higher intensity non-residential areas, such as corridor commercial, shopping center commercial, downtown commercial and industrial areas. College, academic, and health care uses may be appropriate within this district. The district is not intended to promote the development of new residential dwellings.

While the district is not to be employed for "strip" rezoning, the TO-C District should be applied in those areas of the City where predominantly professional offices, non-retail businesses, and financial institutions are the principal uses. This would include locations in both newly developing areas and redeveloping older areas of the City which are subject to the pressures of adaptive reuse of existing structures, but where lot sizes are questionable for non-residential uses with onsite parking. In such instances, applicants will be encouraged to consolidate adjoining properties for the purpose of providing adequate land area for the intended use. As specifically related to new development patterns within the City, the district should be employed to implement planned professional and health care offices.

Minimum site improvements shall include adequate on-site parking, public water and sewer service, public street frontage and safe access, pedestrian improvements, storm drainage, stormwater management facilities, and outdoor lighting for parking areas.

(Ord. No. 2004-02.04, Art. 3.1, § A, 2-17-04)

B. - Permitted Uses.

- 1. Accessory use, to include tool sheds, detached garages and carports, children's playhouses, doghouses and accessory off-street parking and loading spaces.
- ~~2. Banks and financial institutions (without drive-thru facilities.)~~
- ~~3. Bed and breakfast, inn, or tourist home (as defined).~~
- 4. Catering service.
- ~~5. Cemeteries.~~
- 6. Churches and places of worship.
- 7. Offices (general and professional).
- 8. Day care facilities (adult and child).
- 9. Funeral home.
- 10. Home occupations.
- ~~11. Hospital, nursing home, and medical care facility, inclusive of inpatient activities.~~

Darryl Z. Bennett
09/26/2025

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10-1-2025

~~12. Nursing home.~~

13. Personal service establishments.

~~14. Pharmacy.~~

~~15. Schools, colleges and universities (public or private).~~

16. Single family residential dwelling, provided that (a) the residential dwelling is existing as a conforming use as of the date of adoption of this ordinance, (b) said residential dwelling shall conform in all respects to the OT-R District and (c) there shall be no more than one single-family dwelling per lot.

17. Studio for an artist, designer, writer, photographer, sculptor or musician.

18. Child therapeutic day support services.

19. Reserved.

(Ord. No. 2004-02.04, Art. 3.I, § B, 2-17-04; Ord. No. 2014-08.09, 8-19-14; Ord. No. 2019-07.05, 7-2-19; Ord. No. 2023-04.06, 4-4-23; Ord. No. 2023-12.18, 12-19-23)

C. - Uses Permitted by Special Use Permit.

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1. Accessory apartments, within a residential dwelling and limited to one rental apartment.

2. Any use incorporating a drive-thru facility (including banks, financial institutions and fast food restaurants).

~~3. Antique shops.~~

4. Community facilities and uses.

5. Congregate care facility.

~~6. Cupolas, spires and steeples (for public and semi-public uses).~~

7. Fast food restaurant.

8. Golf course, but not including a par 3 course, miniature golf course or driving range.

9. Group home.

10. Offices with retail sales, limited to interior display and sales of high technology, scientific, electronic, health care, medical or biomedical equipment of a type not customarily retailed to the general public, provided that there shall be no exterior or storefront displays.

~~11. Parking lots (private or public, off street as a principal use).~~

~~12. Private clubs and lodges.~~

13. Public uses and utilities.

14. Residential apartments, as an ancillary use within a commercial structure and limited to four (4) rental apartment units per structure.

15. Restaurant.

16. Waiver of lot size requirements.

17. Waiver of maximum floor area ratio of 0.25.

18. Waiver of maximum building height regulations.

19. Waiver of minimum yard requirements.

~~20. Homeless shelter.~~

~~21. Transitional living shelter.~~

~~22. Post-release housing.~~

~~23. Museum.~~

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25. Waiver to maximum sign area.

26. Retail sales, limited to interior and storefront displays. There shall be no exterior display or storage.

(Ord. No. 2004-02.04, Art. 3.I, § C, 2-17-04; Ord. No. 2009-11.07, 11-5-09; Ord. No. 2013-06.01, 6-4-13; Ord. No. 2013-10.06, 10-17-13; Ord. No. 2013-11.05, 11-19-13; Ord. No. 2019-08.02, 8-8-19; Ord. No. 2019-12.03, 12-3-19; Ord. No. 2024-04.02, 4-2-24)

D. - Maximum Density.

⋮

- 1. Non-residential uses and accessory residential uses shall be regulated by floor area ratio. A maximum floor area ratio equal to 0.25 shall apply to non-residential uses and structures.
- 2. Residential dwellings: Subject to S-R District regulations for existing, conforming residential dwellings as of the date of adoption of this ordinance.

(Ord. No. 2004-02.04, Art. 3.I, § D, 2-17-04)

E. - Lot Size Requirements.

⋮

- 1. Minimum district size: Not regulated.
- 2. Minimum lot area: 16,000 square feet.
- 3. Minimum lot width:
 - A. Interior lot: 100 feet.
 - B. Corner lot: 125 feet.
- 4. Minimum lot depth: 125 feet.
- 5. No TO-C District lot shall be designed or employed for use in which an area more than 25% of the prescribed minimum lot area is comprised of either of the following physical land units: (a) wetlands and (b) water features.

(Ord. No. 2004-02.04, Art. 3.I, § E, 2-17-04)



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 #: P225-00470 PC Meeting Date: 10/14/25
 Date Received: 09/15/2025 Received By: SEJ
 Parcel ID: 76487 + 76488 Address: South Boston Rd.
 Existing Zoning: S-R Proposed Zoning: _____

APPLICANT PROVIDED INFORMATION

Applicant: Darryl and Gwendolyn Averett
 Applicant's Address: 913 Little Creek Road
Ringgold, Virginia 24586

DANVILLE, VA

Applicant's Phone Number: Darryl [redacted] Gwendolyn [redacted]

Applicant's Email: [redacted]

Purpose for Proposed Amendment: Attached

Property Address: 76487 76488 Halifax Road Danville VA Gross Area/ Net Area: _____

Property Location: N S E W Side of: _____

Between: Halifax Road and US 58 East

Proffered Conditions: _____

Darryl Arnett
Gwendolyn Arnett
Applicant's Signature Date
09-15-2025

Property Owner's Signature Date
(if not applicant)

Dear:

City of Danville Community Development Division of Planning and Zoning,

I hope this letter finds you well. My name is Gwendolyn Averett, and I am the owner and operator of Little Prince and Princess Childcare Learning Center, currently a home-based childcare service. I am writing to express my sincere interest in purchasing the property located at 76487 and 76488 Halifax Road, Danville, VA 24540 between Halifax Road and US 58 East. From the moment I learned about this site, I have felt an undeniable sense of connection to it, as though it was meant to be the future home of my daycare center. This location holds the potential to transform a long-held vision into a reality.

For many years, I have been providing in-home childcare, a service that is not only my livelihood but my calling. Without a doubt, I know that working with children is my purpose, and I am guided by the belief that God gave me this vision to nurture young minds and provide a safe, enriching environment for children to learn and grow. My business has been blessed with steady growth, and as demand increases, it has become clear that it is time to expand.

This particular site represents much more than just a physical space to me. It holds the potential to transform my dream into a vibrant hub for children and families in our community. My vision is to build a childcare center that can accommodate at least 80 – 120 children, ensuring that families in our area have access to quality, affordable care for their children. In addition to this, I aim to create at least 10 full-time jobs within the community, providing valuable employment opportunities and contributing to local economic growth.

The need for quality childcare services is ever-growing, and I am committed to offering an environment where children can thrive—emotionally, socially, and intellectually. With this expansion, I intend to not only meet that demand but also elevate the standards of care and education in our community. The center will focus on early childhood development programs that foster creativity, critical thinking, and a love of learning from a young age.

I am confident that this expansion is part of the greater purpose I have been called to fulfill, and this site is the ideal location for this next step. It is conveniently situated, accessible to families, and provides the space needed to create a safe, inviting, and innovative learning environment.

I would be honored to discuss this opportunity further and explore how we might work together to make this vision a reality. Please feel free to contact me at () or at your earliest convenience. Thank you for considering this important step in my mission to serve children and families in our community.

Warm regards,
Gwendolyn Averett
Owner, Little Prince and Princess Childcare Learning Center, INC.

PLANNING COMMISSION MINUTES

September 8, 2025

MEMBERS PRESENT

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

MEMBERS ABSENT

**Kalil Kahn
Mr. Dodson**

STAFF

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

I. ITEMS FOR PUBLIC HEARING

OLD BUSINESS

- 1. *Special Use Permit application PZ25-00293 filed by Brayan Daniel Guardado Ortega and Kavita Shah to allow a residential duplex at 203 Ash Street (Parcel 77618) in accordance with Article 3. E. Section C.*

Mr. Petrick opened the Public Hearing.

Ms. Mckenzie stated. I am the owner of Jacob Real Estate and the representative of the clients. They purchased a lot believing it would make a great location for people my age that are looking to have a single-family residence. And not having as much yard upkeep but having all the amenities and being really close to the city. I think a duplex would be fantastic there.

Mr. Petrick closed the Public Hearing

Ms. Evans made a motion to approve application PZ25-00293. Mr. Ranson seconded the motion. The motion was approved by a 5-0 vote.

NEW BUSINESS

- 1. *Rezoning application PZ25-00406 filed by Gerald Kelly to rezone (Parcel 73163) 460 Parker Road from M-R Multifamily Residential to MHP-R Manufactured Home Park Residential.*

Mr. Petrick opened the Public Hearing.

Mr. Kelly stated. I have been redoing this part for a couple years and realized when I went to separate if from 252 Parker, which is my apartment. Back in 1963 it was annexed by the city and put in there with the same address as 252. In or to separate the lots for loan purpose so I have to have it zoned separate from the apartment. I would like to get it put back to a mobile home park.

Mr. Petrick stated. Makes sense.

Mr. Petrick closed the Public Hearing

Mr. Ranson stated. Is the purpose of this is to make the property in compliance with zoning?

Ms. Burton stated. Yes.

Ms. Evans made a motion to approve application PZ25-00406. Mr. Jones seconded the motion. The motion was approved by a 5-0 vote.

2. *Special Use Permit application PZ25-00380 requested by Darren Gwynn at (Parcel 22334) Davis Street to allow accessory building without a primary structure.*

Mr. Petrick opened the Public Hearing.

Mr. Gwynn stated. Two big garages were built on the property.

Mr. Petrick stated. You have excess vehicles you need the garages for?

Mr. Gwynn stated. Yes.

Mr. Petrick stated. What is your primary business?

Mr. Gwynn stated. 317 Broadax Street, we own those properties as well and the one beside it and behind it as well.

Mr. Petrick stated. I noticed some larger truck vehicles there. Are you in the trucking business?

Mr. Gwynn stated. I am an owner operator. And I have my own rig.

Ms. Evans stated. One comment wants to know if this is for commercial purposes.

Mr. Gwynn stated. I am planning to do basic minor mechanical work.

Ms. Burton stated. Your property is zoned residential so you would not be allowed to do any commercial mechanical work, if you had minor repairs, oil changes things of that nature that you would complete on your own vehicles, that is allowed but not on anyone else's vehicle. They cannot bring that to you, and you perform any mechanical work.

Mr. Gwynn stated. Just mine, no one else.

Mr. Petrick closed the Public Hearing

Ms. Evans stated. A letter was sent regarding the illegal operation of a home occupation. What exactly is that?

Ms. Burton stated. Mr. Gwynn is in business with his own rig. He is an independent contractor. So, the illegal operation was that they had the tractor out where others could see. Something like that needs to be either behind a property where it cannot be seen or in an enclosed garage. He's a corner lot. So, really hard to put it behind and not be visible, so this garage will allow him to put that vehicle within the garage and be in compliance. We've also talked to him about his business license and getting all that up to date and we are working toward that as well.

Ms. Evans stated. Someone else's concerns are that it would be difficult to live in their home if the structure is built.

Mr. Petrick stated. Is there a dwelling on the adjacent property? There doesn't seem to be anyone across the street from you.

Mr. Townes made a motion to approve application PZ25-00380. Mr. Ranson seconded the motion. The motion was approved by a 5-0 vote.

3. *Special Use Permit application PZ25-00424 filed by Blackstone Building Group, LLC to allow a waiver of lot frontage requirements in accordance with Article 3.F. Section C, Items 20 at*

(Parcels 78585, 77925, 71138, 77918, 77919, 77920, 77921 and 77922) Vandola Road, Riverside Drive and Kaywood Lane.

Mr. Petrick opened the Public Hearing.

Ms. Cherochak stated.

Dear Danville City Planning Commission and City Council Members, Today you will be hearing the above request. Please do not approve this special use permit PZ25-00424 to waive lot frontage from 18-16 feet.

As a resident and property owner on Vandola Rd I am concerned about the scale and density of the proposed development known as Vandola Crescent. I have seen ever evolving blueprints and have attended all planning commission meetings concerning all the special requests made by the builder concerning Vandola Crescent. I know at one point there were 360 units the builder wanted built at Vandola crescent. He at one point in a conversation with me said he was guaranteed over 300++units by whom I don't know.

We are a neighborly, safe , quiet community bordering Vandola Crescent. To reduce lot frontage would only mean even more units. The parcel at Vandola Crescent does not have enough water pressure to support this.

I have looked at the maps showing the already approved Vandola Crescent townhouses facing Vandola rd in relation to the already built homes on actual Vandola rd. If the lot frontage request is approved resulting in more units facing Vandola rd it will impede the open view and air flow the established homes will have. The current layout seems to have taken this into consideration as when people are on their porches the view would be the open space between buildings. It will be a more beneficial view for everyone. This builder has already been granted many special use permits, please do not approve this one! We also have a lot of wildlife here and they require green space to trod and live not just vertical green space. Larger plots also mean better drainage and climate control and happier residents. We have been rather accommodating to rezoning and cooperating with the builder, please do not allow him to keep changing the terms. My home, its value, traffic, noise will all be affected by this massive, densely populated Vandola Crescent. Don't give in , this only phase 1. I have ever confidence that you will do the right thing and say no.

Thank you for all you do!

Luanne cherochak
Sent from my iPhone

Mr. Petrick stated. Your objection today is just the density level of the units on Vandola.

Ms. Cherochak stated. Yes, I'm concerned about the reduction from the 18 feet to 16 feet because that will allow him to pack in more units. I know this is only phase one and I know there are multiple phases, so if it gets reduced here, he's going to want to do that throughout the whole, I'm not sure if it is, 40 acres. Last I heard it was already 360 units.

Mr. Petrick stated. It's a pretty large development.

Ms. Cherochak stated. I don't know if the current number of units will be proposed at a future date, but I am concerned.

Ms. Burton stated. This application is for the entire development.

Ms. Cherochak stated. I thought it was just what was bordering Kaywood, Riverside and Vandola, not for the interior.

Ms. Burton stated. He made the application for the entire project.

Ms. Cherochak stated. Awesome, I'm definitely opposed, and all my neighbors are opposed. A lot of them aren't very proactive, some people have actually misunderstood what was actually being voted on.

Mr. Ranson stated. If he takes up one lot on the street, he could have 18-foot-wide lines, it wouldn't be horrible.

Ms. Cherochak stated. If you don't live there it's not terrible.

Mr. Ranson stated. What I'm saying is, it wouldn't be terrible from his point of view he would have to eliminate one lot.

Ms. Burton stated. To remain at 18.

Mr. Petrick stated. As it stands now, he proposed developing 31 properties on Vandola, phase one. That's at the revised 16 feet.

Ms. Burton stated. Correct.

Mr. Petrick stated. The application is for the entire development.

Ms. Cherochak stated. Sir, so that could be substantially more units.

Mr. Petrick stated. Yes.

Ms. Cherochak stated. Then you figure out how many residents per unit. It's a lot of people.

Ms. Evans stated. I'm always in favor of postponing until they can attend a meeting. I am also in agreement with the community opposing to increase the density. You should come to a meeting with your duck in a row.

Mr. Petrick closed the Public Hearing

Ms. Evans made a motion to deny application PZ25-00424. Mr. Ranson seconded the motion. The motion was approved by a 5-0 vote.

III. MINUTES

August 11, 2025, minutes were approved by unanimous vote.

With no further business, the meeting adjourned at 3:00 p.m.

APPROVED