

JASON CAPELLE, DISTRICT 1
GEORGE YANCEY, DISTRICT 2
DONALD BROOKS, DISTRICT 3
JULIE ZELJMAKER, DISTRICT 4
JIM HUTCHISON, DISTRICT 5



MAILING ADDRESS:
128 WEST MAIN STREET
ORANGE, VIRGINIA 22960

SANDRA THORNTON
PLANNING SERVICES MANAGER

PLANNING SERVICES:
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Orange County Planning Commission Agenda
Thursday, October 15, 2020 – 6:00 p.m.

This meeting is being held electronically pursuant to and in compliance with the Continuity of Government Ordinance (or “An Ordinance to Effectuate Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with the COVID-19 Pandemic”), adopted April 28, 2020 by the Orange County Board of Supervisors in accordance with Virginia Code § 15.2-1413. The meeting is accessible by:

https://www.youtube.com/channel/UCnL_EM-lgrXYdfKcPI8-jOQ

This meeting will be conducted remotely and there will be no physical public access. During this meeting, there will be no opportunity for public comment.

1. Call to Order and Determination of Quorum
2. Approval of Agenda
3. Approval of Minutes
 - a. October 1, 2020 regular meeting
4. New Business
5. Public Hearings
 - a. **Continuation of REZ 20-02:** Storeland LLC has applied to rezone Tax Map Parcels 23-12 E, F, and H from C-1 Limited Commercial to C-2 General Commercial in order to develop a self-storage facility which may be permitted as a special use in C-2. The property, which is located east of the intersection of Flat Run Road and Rt. 20, contains a combined acreage of 10.882 acres and is situated in Subarea 7: South Wilderness as designated in the Germanna-Wilderness Area Plan.
 - b. **Continuation of SUP 20-03:** Storeland LLC has applied for a Special Use Permit to construct and operate a self-storage facility on Tax Map Parcels 23-12 E, F, and H, contingent upon approval of REZ 20-02 to rezone the property to C-2 General Commercial. The property, which is located east of the intersection of Flat Run Road and Rt. 20, contains a combined acreage of 10.882 acres and is situated in Subarea 7: South Wilderness as designated in the Germanna-Wilderness Area Plan.
6. Worksession:
 - a. **Continuation of REZ 20-01:** Signature Series Development LLC has applied to rezone Tax Map Parcel 4-3 from C-2 General Commercial and R-4 Multifamily Residential to PDM Planned Development Mixed Use. The property contains 75.8 acres, is located at the intersection of Routes 3 and 708, and is situated in Subarea 1: Spotswood as designated in the Germanna-Wilderness Area Plan.

- b. **Potential Zoning Text Amendment:** Address inconsistencies in the Zoning Code with respect to Special Exceptions and the Board of Zoning Appeals (BZA). The BZA has no authority to grant Special Exceptions, but three (3) Zoning Districts do give the authorization to the BZA.
 - c. **Subdivision Waivers:** September 30, 2020, memo from Eric Lansing, Assistant County Attorney and potential subdivision ordinance text amendment
 - d. **County complaint process**
- 7. Old Business – none
 - 8. Reports
 - a. Board of Supervisors report – Mark Johnson
 - b. Planning Services report – Sandra Thornton
 - 9. Commissioner Comments
 - 10. Next meeting date – November 5, 2020
 - 11. Adjourn

Unless otherwise indicated, agenda items will be taken in the order in which they appear above. The planning Commission reserves upon itself the right to amend a meeting agenda at any point and with any frequency prior to adoption of said agenda, pursuant to any required public notice. Time limits may be imposed by the Chairman for speakers addressing the Commission.



**Orange County Planning Commission
Regular Meeting
October 15, 2020**

Agenda Item 3a

Orange County Planning Commission
Regular Meeting
Thursday, October 1, 2020
Meeting Held Electronically via Zoom video conference

Present: Donald Brooks (Chairman), Jason Capelle (Vice Chairman); George Yancey; Jim Hutchison; Julie Zeijlmaker

Absent: Mark Johnson, Board of Supervisors Liaison

Staff Present: Sandra Thornton, Planning Services Manager; Eric Lansing, Assistant County Attorney; Tracey Newman, Planning Services Associate

Due to Covid-19 concerns, this meeting was conducted virtually and live-streamed on YouTube. The meeting was held in compliance with the Orange County Continuity of Government Ordinance ("Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with the COVID-19 Pandemic") adopted by the Board of Supervisors on April 28, 2020 pursuant to Virginia Code § 15.2-1413.

1. Call to order and determination of quorum:

Chairman Brooks called the meeting to order at 6:02 pm and live streaming began on YouTube. A quorum was established.

2. Approval of agenda:

On a motion of Mr. Yancey, seconded by Mr. Hutchison, which carried by a vote of 5-0, the agenda was approved.

3. Approval of minutes:

a. September 3, 2020 regular meeting:

On the motion of Mr. Hutchison, with a second by Mr. Capelle, the minutes were accepted as presented on a vote of 4-0. Chairman Brooks abstained from the vote as he was not present at the September 3, 2020 meeting.

4. New Business:

- a.** Mrs. Thornton advised that at a future meeting a Zoning Text Amendment (ZTA) will be presented in reference to the Board of Zoning Appeals (BZA) and authority to grant Special Exceptions

Mr. Yancey made a motion to schedule the ZTA work session for the October 15, 2020 meeting. The motion was seconded by Mr. Hutchison and carried by a vote of 5-0.

5. Public hearings:

- a. REZ 20-01:** Signature Series Development LLC has applied to rezone Tax Map Parcel 4-3 from C-2 General Commercial and R-4 Multifamily Residential to PDM Planned Development Mixed Use. The property contains 75.8 acres, is located at the intersection of Routes 3 and 708, and is situated in Subarea 1: Spotswood as designated in the Germanna-Wilderness Area Plan.

Mrs. Thornton advised that the comment deadline for REZ 20-01 is Friday, October 9, 2020, at 5 pm, and that comments must be one (1) page and maximum 500 words. She confirmed the comments will be shared with the commissioners.

The application and staff report for REZ 20-01 were reviewed by Mrs. Thornton. She advised that in 2013, the project was conditionally rezoned to General Commercial (C-2) and Multifamily (R-4), with the stipulation that at least 25% of the Commercial Component had to obtain Occupancy Permitting before residential building could begin. Now the applicant is requesting rezoning to Planned Development – Mixed Use (PDM). Discussion ensued amongst the commissioners.

Mr. Capelle had concerns about this application being the first PDM within the Germanna-Wilderness Area Plan (GWAP). Mr. Yancey advised PDM under GWAP is intended to allow citizens to live, work, play and shop in one area. Mrs. Zeijlmaker requested more information about proposed recreational use. Chairman Brooks advised the data provided is not current and Mr. Hutchison stated that how the application is handled will set the precedent for future PDM applications.

Applicant John Marcantoni explained the need for rezoning due to the inability to attract commercial investors without residential development. He addressed questions from the Planning Commissioners, advising a site plan will be presented some time next year. He said that there has been some interest from smaller retailers. He confirmed meeting with Rapidan Service Authority and being aware of what is needed in the way of system upgrades to support the project. Mr. Marcantoni expressed their commitment to do whatever GWAP requires for recreation and verified that the \$300,000 cash proffer is for safety and schools.

Mr. Capelle made a motion to continue the hearing until October 15, 2020, in order to solicit public comment. The motion was seconded by Mr. Hutchison and carried on a vote of 5-0.

- b. **REZ 20-02:** Storeland LLC has applied to rezone Tax Map Parcels 23-12 E, F, and H from C-1 Limited Commercial to C-2 General Commercial in order to develop a self-storage facility which may be permitted as a special use in C-2. The property, which is located east of the intersection of Flat Run Road and Rt. 20, contains a combined acreage of 10.882 acres and is situated in Subarea 7: South Wilderness as designated in the Germanna-Wilderness Area Plan.

REZ 20-02 and SUP 20-03 were discussed concurrently.

- c. **SUP 20-03:** Storeland LLC has applied for a Special Use Permit to construct and operate a self-storage facility on Tax Map Parcels 23-12 E, F, and H, contingent upon approval of REZ 20-02 to rezone the property to C-2 General Commercial. The property, which is located east of the intersection of Flat Run Road and Rt. 20, contains a combined acreage of 10.882 acres and is situated in Subarea 7: South Wilderness as designated in the Germanna-Wilderness Area Plan.

Mrs. Thornton reviewed the REZ 20-02 and SUP 20-03 applications and staff report. Mr. Yancey and Mr. Hutchison expressed concern about the proposed operating hours of the facility compared to other self-storage facilities in the area.

Applicant Steve McLean advised he is ready to move forward with this project that was approved in 2014. He explained there will be LED lighting with a fifty (50) foot buffer. In reference to operating hours, Mr. McLean advised they are based on the hours of commuters, many of whom leave home prior to 6 am during the week. Based on additional questions from the commissioners, he advised 90% of the business will be residential storage with approximately 10% in commercial storage. He also advised the project would be built in stages, with approximately 18 months between phases.

Mr. Capelle made a motion to continue the public hearings until October 15, 2020 with public comments being accepted through Friday, October 9, 2020, at 5 p.m. The motion was seconded by Mr. Hutchison and carried on a vote of 5-0.

6. Work session:

Mr. Capelle discussed topics that arose during the September 3, 2020 Planning Commission Meeting. He has been working with the Assistant County Attorney Eric Lansing to address potential subdivision ordinance waivers and the means of notifying the Planning Commission. There will be more information provided at the October 15, 2020, meeting, with discussion that date or on November 5, 2020.

In reference to the handling of complaints, Mr. Capelle advised complaints come in the form of phone calls and emails, but are not actually logged. Mr. Capelle will do additional research to address how to document complaints and how to funnel land use complaints to the Planning Commission. Chairman Brooks requested complaints be discussed further at the next meeting.

Mr. Capelle also addressed the timing of receiving information and deadlines. He suggested a calendar of deadlines be developed for 2021. Chairman Brooks agreed and requested that staff present a calendar for review at the regular November 2020 Planning Commission Meeting.

7. Old business: None

8. Reports:

a. Planning Services Report – Sandra Thornton

Mrs. Thornton advised there are no new petitions for the November 5, 2020 agenda. She reported there have been numerous inquiries from potential solar developers.

b. Board of Supervisors Report – Mark Johnson – none

9. Commissioner comments:

Mr. Yancey advised there is a GWAP Rezoning Application Packet that clarifies an extensive review process for rezoning a property in GWAP. He also suggested reviewing Solar Ordinances from Madison, Culpeper and Fauquier counties to use for reference with future solar projects

Chairman Brooks requested the Planning Commission develop a Resolution of Appreciation for Board of Supervisor Teel Goodwin. Mr. Capelle made a motion, that was seconded by Mr. Hutchison, and the motion carried with a vote of 5-0.

Mrs. Zeijlmaaker thanked Mr. Capelle for his research into processes for handling waivers, complaints and deadlines

Mr. Hutchison inquired of the Planning Services resource issue. Chairman Brooks advised recruitment is in place. Mr. Hutchison agreed with Mr. Yancey's suggestion to obtain solar ordinances from neighboring counties.

10. Next meeting date – October 15, 2020

11. Adjourn

On the motion of Mr. Hutchison, seconded by Mr. Yancey, which carried by a vote of 5-0, the meeting adjourned at 8:58 pm.

Donald Brooks, Chairman

Planning Commission Secretary

The events of this meeting were captured via digital audio recording. These written minutes shall serve as the official record of actions taken during the meeting.



**Orange County Planning Commission
Regular Meeting
October 15, 2020**

Agenda Items 5a and 5b

ORANGE COUNTY

PLANNING SERVICES

COMMUNITY DEVELOPMENT
128 WEST MAIN STREET
ORANGE, VIRGINIA 22960



OFFICE: (540) 672-4347
FAX: (540) 672-0164
orangecountyva.gov

MEMORANDUM

TO: Orange County Planning Commission

FROM: Sandra B. Thornton, Planning Services Manager

SUBJECT: REZ 20-02 and SUP 20-03 0 Storeland, LLC – Additional Materials

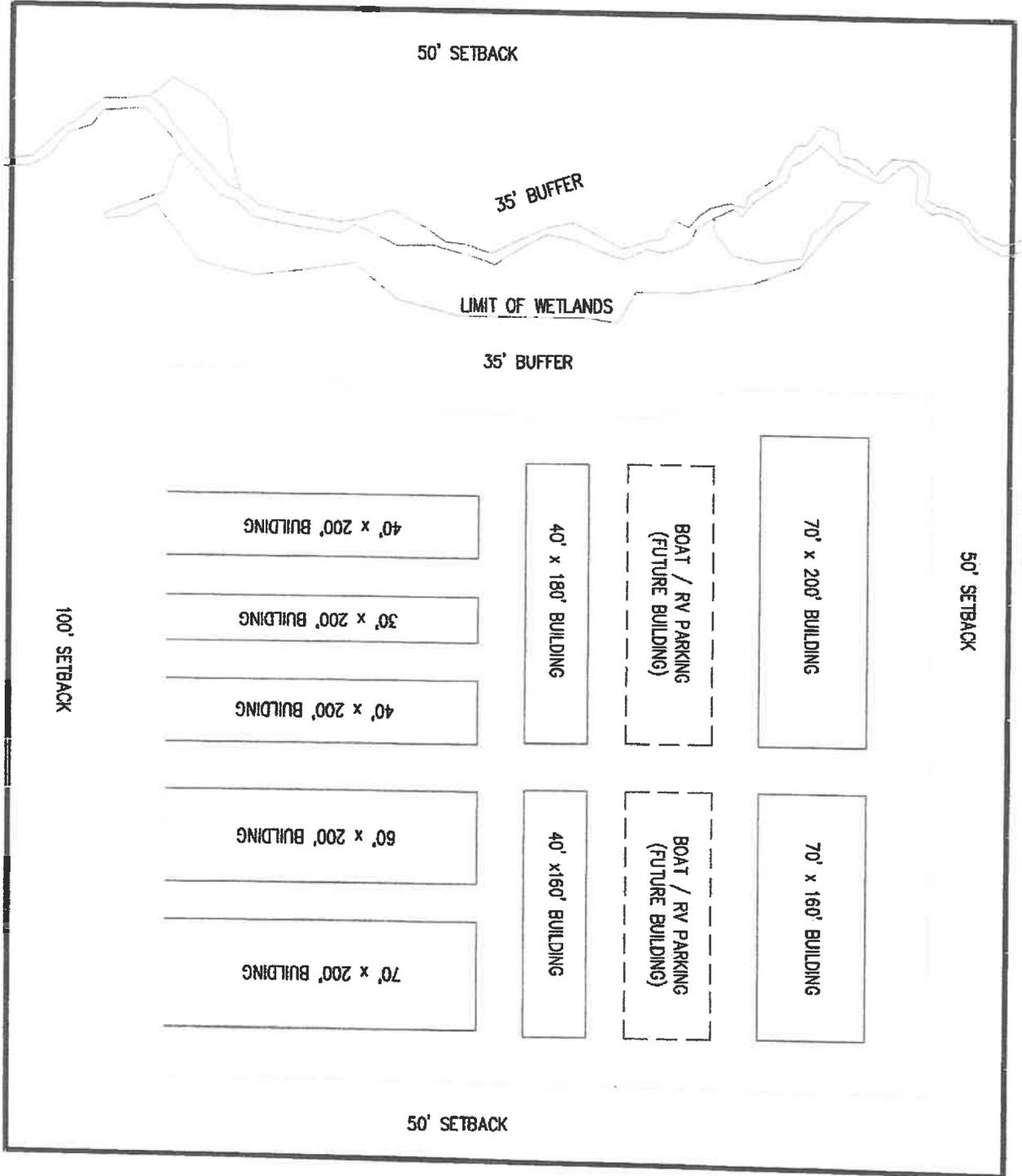
DATE: October 9, 2020

Attached please find additional information from the applicant as requested by the Planning Commission on October 1, 2020, as well as copies of public comments received through this date.

Mr. McLean has provided proposed phasing information in his email, attached to which are (1) a revised building layout sketch, (2) a copy of the applicable lease agreement, and (3) photos of his proposed buffer vegetation.

STORELAND SELF STORAGE
BY: TODD PHILIPP, PE
DATE: OCTOBER 8, 2020
SCALE: 1" = 100'

CONSTITUTION HIGHWAY (STATE ROUTE 20)
(VARIABLE WIDTH RIGHT OF WAY)



50' SETBACK

35' BUFFER

LIMIT OF WETLANDS

35' BUFFER

50' SETBACK

70' x 200' BUILDING

BOAT / RV PARKING
(FUTURE BUILDING)

40' x 180' BUILDING

40' x 200' BUILDING

30' x 200' BUILDING

40' x 200' BUILDING

100' SETBACK

70' x 160' BUILDING

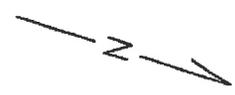
BOAT / RV PARKING
(FUTURE BUILDING)

40' x 160' BUILDING

60' x 200' BUILDING

70' x 200' BUILDING

50' SETBACK



STORELAND SELF STORAGE RENTAL AGREEMENT

This agreement dated <Tenant.LeaseSignDate>, between <Tenant.Name> (hereinafter referred to as "TENANT") and <Site.Name> (hereinafter referred to as "MANAGEMENT").

MANAGEMENT does hereby rent to TENANT storage unit number <Tenant.UnitName> the approximate size is (<Tenant.UnitWidth> x <Tenant.UnitLength>) in a building located at <Site.StreetAddress1> <Site.StreetAddress2>, <Site.City>, <Site.Region> <Site.PostalCode> to be used as storage for personal or business property for the monthly rate of <Tenant.RentalRate> payable on the first (1st) day of each month hereinafter or until special rate expires. Rental payment is payable in advance.

MANAGEMENT acknowledges receipt of _____ as per your receipt, including the first (1st) month's rent. Operator shall prorate the rent of the *second month* to reflect the portion of the month for which rent is charged. All payments made to MANAGEMENT pursuant to the agreement shall be applied first to administrative and late charges, then the balance to accrued and unpaid rent, this agreement shall expire on the last day of each month and automatically renew for one (1) additional month, SUBJECT TO THE CONDITIONS ON THE NEXT PAGES. Rental payments made after day <Rent.LateDay> of the month are subject to a <Tenant.LateFee1> Late Charge. Mailed payments must be postmarked by day <Rent.LateDay> of the month to avoid Late Charge. A returned Check is subject to a charge of <Tenant.FeeBadCheck>. There is a one-time <Tenant.FeeAdmin> non-refundable administrative fee charged when Tenant signs this lease.

TENANT shall give MANAGEMENT ten (10) days written notice to vacate in order to avoid responsibility for the payment of the next month's rent.

TENANT is an active member of the United States Armed Forces: Yes _____ No _____

TENANT acknowledges that MANAGEMENT does not carry any insurance which in any way covers any loss whatsoever that TENANT may have or claim by renting the Storage Unit. All property stored in the Storage Unit shall be at TENANT'S sole risk.

TENANT ACKNOWLEDGES THAT HE HAS READ THE CONDITIONS ON THE NEXT PAGE AND AGREES TO BE BOUND BY THEM.

Executed on <Tenant.LeaseSignDate>,

Tenant Name: <Tenant.Name>

By (Management Agent): <Employee.Name>

(Tenant Signature)

(Management Signature)

<Tenant.CompName>
(Tenant Company Name)

Lease Number: <Tenant.LeaseNo>

<Tenant.StreetAddress1>
(Tenant Street Address)

Please Remit To:
<Site.Name>
<Site.StreetAddress1> <Site.StreetAddress2>
<Site.City>, <Site.Region>

<Site.PostalCode>
<Tenant.City>, <Tenant.Region> <Tenant.PostalCode>
(Tenant City, State, Zip)

<Tenant.HomePhone>
(Tenant Home Phone)

<Tenant.WorkPhone>
(Tenant Work Phone)

<Tenant.DriversLicense>
(Tenant Drivers License No.)

<Tenant.DriversLicenseRegion>
(State)

Conditions

1. **TERM:** The term of the tenancy shall commence on date indicated above and shall terminate on the last day of the month in which this agreement is signed. Operator shall *pro rate* the rent of the *second month* to reflect the portion of the month for which rent is charged. Occupant agrees that he/she/it is a "month/month Occupant/Tenant" and that the minimum rental term is one month. At the end of the initial rental period, the rental term automatically renews thereafter in increments of 1 full calendar month at a time only, until terminated by either party.
2. **RENT:** Rent shall be the amount stated above. Rent is due each month on the first (1st) day of the month in advance and without demand or invoice. Operator reserves the right to require that rent and other charges be paid in cash, good check, certified check, or credit card. Operator may change monthly rent or other charges by giving Occupant 30 days written notice, in advance by first-class mail at the address in agreement. The new rent shall become effective on the next day rent is due. If Occupant has made advance rental payments, new rent will be charged against such payments, effective upon giving notice of the new rate.
3. **NOTICE:** Occupant(s) must provide address changes to Operator in writing within ten (10) days, such change will become effective only when said received by Operator in writing. It is Occupant's responsibility to verify the Operator has received and recorded the requested change of address. Customer enters into this agreement consenting to operator contacting customer via phone, e-mail or text messaging for purposes relevant to customer's account or services related to operator's business. Except where as otherwise required by law, written notices or demands maybe personally served by electronic mail to the electronic mail address provided by customer in the agreement.
4. **ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.
5. **LATE CHARGES AND OTHER FEES:** Occupant agrees to pay Operator the indicated late fee if rent is received seven (7) or more days after the due date. Occupant will pay Operator the indicated fee for each letter sent to Occupant, notifying Occupant of the default. Occupant agrees to pay Operator the indicated Declined Payment charge plus all bank charges for any dishonored check, declined credit card charge or other fees as a result of "declined payment". These fees are considered additional rent and are to compensate Operator for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Operator.
6. **TERMINATION:** Thirty (30) days written notice given in advance, by Operator or Occupant to the other party will terminate this tenancy. Except for the initial rental period. Operator does not prorate rent; therefore, only one full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition and must remove it's lock. A unit left with lock in place will incur rent. Occupant is responsible for all damages.
7. *****DENIAL OF ACCESS:** When rent or other damages remain unpaid for five (5) consecutive days, Operator shall deny occupancy access to the storage space and shall take whatever actions are permitted by law.
8. **STATE OF VIRGINIA LIEN LAW PROVIDES THAT AN OWNER HAS A LIEN ON ALL PROPERTY OF OCCUPANT HELD AT THE FACILITY FOR OCCUPANCY CHARGES OR ANY OTHER CHARGES PAST DUE, OR DUE IN THE FUTURE, AND FOR EXPENSES NECESSARY AND REASONABLY INCURRED FOR THE PROTECTION OF ANY MONIES DUE TO THE OWNER, INCLUDING THE SALE OR DISPOSITION OF CUSTOMER'S STORED PERSONAL PROPERTY. THIS LIEN IS SUPERIOR TO ANY OTHER LIEN OR SECURITY INTEREST AND GOES INTO EFFECT AS OF THE DATE THE PROPERTY IS BROUGHT TO THE FACILITY. OPERATOR MAY SELL CUSTOMERS PERSONAL PROPERTY IN A COMMERCIALY REASONABLE MANNER AFTER GIVING CUSTOMER REASONABLE NOTICE, IN ORDER TO SATISFY SUCH LIEN. CUSTOMER AGREES THAT ANY SPACE ADVERTISED AND SOLD USING AN ONLINE AUCTION PROVIDER IS DEEMED TO BE SOLD IN A COMMERCIALY REASONABLE MANNER.**

The Owner has this lien in full force and effect should Occupant have any of the following occur:

 - 1) Failure to pay occupancy charges;
 - 2) Failure to pay other charges;
 - 3) Abandonment of the storage unit;
 - 4) Damage to Owner's premises or to the storage unit a result of Occupant's actions or failure to act and
 - 5) Failure to comply with any term of this Agreement or any regulations of the Owner. It is specifically understood that the Owner may have certain rules and regulations necessary for the operation of the facility and the Occupant and the Authorized Person(s) for Access specifically agree to familiarize themselves with said rules and regulations and to abide by all terms and conditions as said rules and regulations are amended.
9. *****USE OF STORAGE SPACE:** Operator is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Operator does not exercise care, custody or control over Occupant's storage property. Occupant agrees to not store antiques, heirlooms, collectibles to any property having special or sentimental value to Occupant. Occupant waives the claim for emotional or sentimental attachment to the storage property. Occupant agrees not to store property with a total value in excess of \$4000.00. Nothing herein shall constitute an agreement of admission by Operator that Occupant's stored property has any value, nor shall anything alter the release of Operator's liability set forth. Please adhere to the signs on property for keeping noise to a minimum – noise complaints can lead to eviction.

10. *****HAZARDOUS, TOXIC MATERIALS and FLAMMABLE and COMBUSTABLE LIQUIDS and GLASS PROHIBITED:** Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law regulation, and from engaging in any activity which produces such materials. This prohibition extends to flammable and combustible liquids and gases, except as permitted by law. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against Operator, arising out of the storage or use of any hazardous or toxic material or flammable or combustible liquid gases by Occupant, Occupant's agents, employee's invitees or guests. Operator may enter the storage space at any time to remove and dispose of prohibited items and may involve the appropriate governmental authorities when necessary, without any liability to the Operator or its agent.
11. **INSURANCE:** Occupant, at Occupant's expense, shall maintain insurance against loss or damage to its stored property in an amount at least equal to the amount of cash value of stored property. Insurance on Occupant's property in a material condition of this agreement and is for the benefit of both Occupant and Operator. Failure to carry the required insurance is a breach of this agreement and Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Operator, Operator's agents or employees for loss or damage to stored property.
12. **RELEASE OF OPERATOR'S LIABILITY FOR PROPERTY DAMAGE:** All personal property within or upon the storage space by Occupant shall be at Occupant's sole risk. Operator and Operator's agents and employees shall not be liable for any loss or damage to any personal property in the storage space or the self-storage facility arising from any cause whatsoever.
13. **RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY:** Operator, Operator's agents, employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self-storage facility.
14. **INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Operator from all claims, demands, actions, or causes of action (including attorneys' fees and all costs) that are hereinafter brought by other arising out of Occupant's use of storage space and self storage facility, including claims for Operator's active negligence.
15. **LOCKS:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure its space. If the space is found unlocked, Operator may, but is not obligated to, take whatever measures Operator deems reasonable to re-secure the space, with or without notice to Occupant.
16. **RULES AND REGULATIONS:** Operator shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect or that may be into effect from time to time.
17. **OCCUPANT ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Operator to maintain order. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, refusing entry to facility or to occupant's space by anyone other than the occupant, and inspecting vehicles that enter the storage facility.
18. **NO SUBLETTING:** Occupant shall not assign or sublease the storage space without written permission of the Operator. Operator may withhold permission to sublet or assign for any reason or for no reason in Operator's sole discretion.
19. **OPERATOR'S RIGHT TO ENTER:** Occupant grants Operator, Operator's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon two (2) days advanced written notice to the Occupant. In the event of an emergency, Operator, Operator's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law, or enforce Operator's rights.
20. **PROPERTY LEFT IN THE STORAGE SPACE:** Occupant agrees that Operator may dispose of any property left in the storage space or on the storage facility by Occupant after Occupant has terminated his/her tenancy. Occupant is responsible for paying all costs incurred by Operator in disposing of such property.
21. **WAIVER FOR JURY TRIAL:** Operator and Occupant waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Operator against Occupant, or Occupant against Operator's agents or employees, on any matter arising out of, or in any way connected with this Occupant Agreement, Occupant's use of the storage space or this storage facility, or any claims of bodily injury or property loss or damage, or enforcement of any remedy under law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any Occupant's agents, guests or invitees.

22. **NOTICES:** All notices required by the Occupancy Agreement shall be sent by first-class mail postage prepaid to Occupant's last known address. Notice shall be deemed delivered when deposited with the United States Postage Service, properly addressed with postage paid. All statutory notices shall be sent as required by law.
23. **NO WARRANTIES:** No expressed or implied warranties are given by Operator, Operator's agents or employees as to suitability of storage space for Occupant's intended use. Operator disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.
24. **NO ORAL AGREEMENT:** This occupancy agreement contains the entire agreement between Operator and Occupant, and no oral agreements shall be of any effect whatsoever, Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Operator or by Operator's agents or employees purporting to modify only in writing, signed by both parties.
25. **SUCCESSION:** All provisions of this occupancy agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.
26. **ENFORCEMENT:** If any part of this occupancy agreement is held to be unenforceable for any reason, in any circumstances, the parties agree that such part shall be enforced in other circumstances and that all the remaining parts of this agreement will be valid and enforceable.
27. **SECURITY:** The operator at this facility has enclosed this property with fencing, restricted access with a gate requiring a code and installed several cameras
(video recording devices are not monitored).
28. **THE TEMPERATURE CONTROLLED UNITS:** At this Facility units are heated and air conditioned only. We do not attempt to control humidity, dust, mold mildew or any other factors.

**PLEASE KEEP
NOISE
TO A MINIMUM**



**PLEASE RESPECT
OUR NEIGHBORS**

SmartSign.com • 800-952-1457 • K2-4270

Signage



In certain areas in lieu of 50' buffer
plant inland Cypress along fence line
10-12' apart - works better for screening
(32453 Constitution Highway)



Tracey Newman

From: Sandra Thornton
Sent: Thursday, October 8, 2020 6:37 PM
To: Tracey Newman
Subject: FW: Storeland LLC REZ 20-02,SUP20-03

Sandra B. Thornton
Planning Services Manager
Orange County, VA
128 W. Main St. Orange, VA 22960
(540) 672-4347 (P) (540) 672-0164 (F)

-----Original Message-----

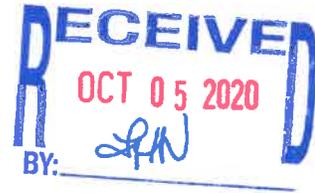
From: Lisa Ward <lward0814@yahoo.com>
Sent: Friday, October 2, 2020 8:16 PM
To: Sandra Thornton <sthornton@orangecountyva.gov>
Subject: Storeland LLC REZ 20-02,SUP20-03

Thank you for your 9-18-2020 letter re the above-referenced application. Having viewed Thursday night's Planning meeting, we appreciate the Commission's thoughtful consideration of this application and all its ramifications. We own property in Lake of the Woods at 1010 Confederate Drive backing up to the Applicant's proposed development. We have the following concerns: 1.) The tree line buffer should be at least 85 feet to protect our view and privacy. The trees in the tree line buffer should be RETAINED and PRESERVED. 2.) The Applicant should remove an unsightly pile of dead trees at our property line that has been neglected for years, presumably due to previous clear cutting. In addition, a large tree that snapped in half two years ago just at the other side of our property line should be removed. 3.) We have an Invisible Fence for our dogs. The Applicant should pay for any damage it causes to our Invisible Fence. 4.) As senior citizens, we are concerned about our safety and security. The Applicant should provide an attractive black chain link fence on their side of the tree buffer. 5.) No lights whatsoever should shine towards our property. 6.) Egress/Ingress should be towards Hwy 20 away from our property. 7.) Drainage issues caused by Applicant should be identified and cured before negatively impacting our property. In addition, we concur with your concerns re hours of operation, noise levels, etc. We shall anxiously follow the process of this application and appreciate the hard work of the Planning Commission in this regard. Sincerely, Chris & Lisa Ward

Sent from my iPad

WILLIAM J. LOGAN, JR.
1006 CONFEDERATE DRIVE
LOCUST GROVE, VA 22508

PH# 301-509-0544



October 1, 2020

Orange County Planning Commission
Attn: Sandra Thornton
128 W. Main Street
Orange, VA 22960

Ref: REZ 20-02& SUP 20-03
Hearing on October 15, 2020

Dear Ms. Newman:

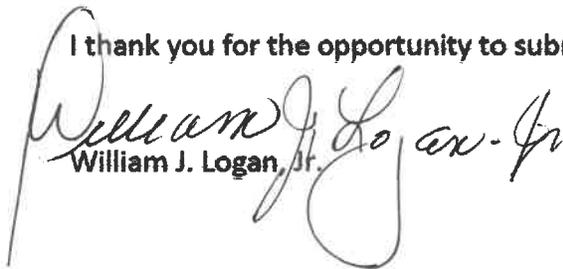
Reference to REZ 20-02 and SUP 20-03, the developer states that the plans and other information contained in the application are the same as the paperwork submitted in 2014 to the Planning Commission and therefor the comments below pertain to the actual request for the special use permits from both the 2014 and 2020 requests. Any other comments concerning possible changes are by the undersigned.

1. A C-2 rezoning requires that buffer zone be a minimum 50 feet from the Lake of the Woods (LOWA) boundaries and not 30 feet as suggested by the developer. As LOWA accounts for approximately 29% of tax revenue to Orange County and, if a town, would be the largest in the County, it is imperative that the value of the existing 4200+ homes retain their value. I would suggest that the boundary buffer zone be 100 feet and to allow for growth of new trees in the buffer zone without future treeing or removal of vegetative growth.
2. It is unclear from developer's proposal as to when fencing will be erected. The proposal states that the entire project will be completed in five to seven years depending on expansion due to need. Will the fencing be erected for the entire footage anticipated for this project at the time of grading? I would also ask that fencing be black to reduce visual appearance.
3. The proposal states that the frontal area of this project along the northern edge of Rt. 20 to will be completed at the end to the proposed seven years. This needs more information as pictures in the proposal show a complete frontal view as depicted in the Culper facility view showing stone, grass, plantings and ornamental fencing. Will this be completed first or will there only be a fence and gate for seven years?
4. Currently there is a major stream that travels downhill under Rt.20 and into LOWA that runs between two homes located on Confederate drive and proceeds to the LOWA main lake. This stream is only several feet from the foundations of these two homes at

present and the ditches that currently exist in LOWA are shallow. It is also unclear what the increased rate of drainage will result from the complete clearing of most of the trees and vegetation two years ago on the proposed building site. The water flow will certainly increase after installing concrete building pads and asphalt roads on over 10 acres. The designed retention pond should be looked at again with respect to possible damaging flooding to LOWA. This request is based on the VDOT assessment of December 6, 2013 which stated, " There is significant drainage on the west side of Lot 12E that is unlikely to be accommodated by the proposed locations of the buildings on the submitted sketch plan of the existing self-storage facility."

5. The current submission for the special permit plan for SUP 20-03 states that Mr. Anthony Hurlock of VDOT states that through an email from him that the sight distance profile meets the VDOT's sight distance and spacing requirements. And as such the developer has stated in his plans that the email sent to him is the only evidence, he needs to show VDOT acceptance. This is not correct. Mr. Hurlock was only commenting on the entrance. In a letter to Mr. Josh Frederick, OC Senior Planner, on December 6, 2013, Mr. Hurlock stated that, " Right and left turn lane warrant calculations, and the commitment to construct the turn lanes themselves if indicated, will be required no later than site plan stage." I do not see any diagram for these turn lanes on either the 2014 or 2020 plans.
6. I am also enclosing a video of the amount of water that crossed Confederate Drive during a rainstorm from the proposed building site. I hope that the video will really show what may occur once concrete and asphalt affect the water flow when the storage site is built.

I thank you for the opportunity to submit my concerns and thoughts.


William J. Logan, Jr.

VIDEO OF FLOODING SENT 10/1/2020 by EMAIL.

10/2/2020

Orange County Planning Commission Members:

Thank you for your thorough review of the Storeland LLC application to rezone parcels of land for a self-storage facility which is adjacent to my property in Lake of the Woods (LOW).

I have the following comments:

1. The natural buffer is to be 50 ft, not 30 ft as in the drawing attached to the application. During the meeting Mr. McLean said it would be 50 ft. I think that needs to be in the plan submitted for approval. Also, Mr. McLean indicated that the RV and Boat storage may be in the rear instead of the front, as indicated on the drawing submitted with the application. I would like to see a new drawing with the details, and if once approved, does he have to go before Orange County to have any changes approved.
2. Lighting. In the project description it states that "lighting will be designed to mitigate spill over off site." I know this was brought up at the meeting, but would like to make sure how this will be done.
3. Time property will be open – in the application it is 5 a.m. to 9 p.m. Since this is adjacent to several properties in LOW, I believe the time should be no earlier than 6 a.m, and ideally 7 a.m. This was also stated by a couple of members during the discussion. What recourse does adjacent property owners have if they deviate from the authorized hours?
4. I would like more information how they are going to handle the storm water management so NO excess water drains into LOW, and what recourse do property owners have if it is not sufficient.
5. I propose one new added feature. Plant appropriate evergreen trees at the edge of the chain link fence adjacent to LOW properties that are conducive to be a screen between affected LOW properties and the chain link fence and storage buildings. This also may help with any lighting issues.

Gail Hardin

Gail Hardin
1002 Confederate Drive
Locust Grove, VA 22508
Section 6, Lot 180
540-972-5698



Tracey Newman

From: Sandra Thornton
Sent: Thursday, October 8, 2020 6:30 PM
To: Tracey Newman
Subject: FW: Status of REZ 20-02 &SUP 20-03

Sandra B. Thornton
Planning Services Manager
Orange County, VA
128 W. Main St. Orange, VA 22960
(540) 672-4347 (P) (540) 672-0164 (F)

From: Gene Marianetti <gpma@comcast.net>
Sent: Monday, October 5, 2020 4:01 PM
To: Sandra Thornton <sthorton@orangecountyva.gov>
Cc: jljr47@gmail.com
Subject: Fwd: Status of REZ 20-02 &SUP 20-03

----- Original Message -----

From: Gene Marianetti <gpma@comcast.net>
To: "sthorton@orangecountyva.gov" <sthorton@orangecountyva.gov>
Cc: "jljr47@gmail.com" <jljr47@gmail.com>
Date: 10/05/2020 9:53 PM
Subject: Status of REZ 20-02 &SUP 20-03

It has come to my attention regarding the above requests and would appreciate information regarding the status. I reside at 101 Aspen Court in Lake of the Woods and am concerned that the additional removal of trees off of Route 20 for a proposed building of a storage facility will serious affect my property and especially the creek between my property and the adjoining residence.

I have already experienced overflow problems because the current drainage system in inadequate to handle the normal flow of water, especially when we have severe rainfall. The flow of water from three directions intersect in the creek behind my property and the rise of water causes a significant over flow along the creek route, ending at a culvert on Aspen Court.

There are three homes recently constructed on both sides of Confederate Drive, less than 59-75 yards which means more water intersecting at my creek.

The clearing of trees for the storage facility will mean less ground cover and even with the addition of a retention pond will almost assuredly result in costly water damage.

I would appreciate a response and an evaluation of the projected damage to me and others who reside on Confederate Drive.

I look forward to your response and am willing to meet here or with the Supervisors to discuss this matter.

Sincerely,
Eugene Marianetti
101 Aspen Court, LOW
540-972-3445

WILLIAM J. LOGAN, JR.
1006 CONFEDERATE DRIVE
LOCUST GROVE, VA 22508

PH# 301-509-0544

October 1, 2020

Orange County Planning Commission
Attn: Sandra Thornton
128 W, Main Street
Orange, VA 22960

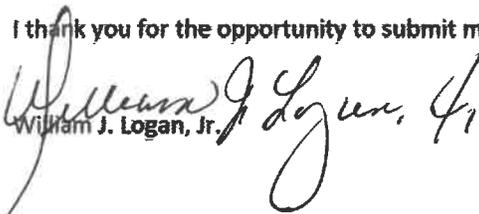
Ref: REZ 20-02& SUP 20-03
Hearing on October 15, 2020

Dear Ms. Newman:

Reference to REZ 20-02 and SUP 20-03, the developer states that the plans and other information contained in the application are the same as the paperwork submitted in 2014 to the Planning Commission and therefor the comments below pertain to the actual request for the special use permits from both the 2014 and 2020 requests. Any other comments concerning possible changes are by the undersigned.

1. Currently there is a major stream that travels downhill under Rt.20 and into LOWA that runs between two homes located on Confederate drive and proceeds to the LOWA main lake. This stream is only several feet from the foundations of these two homes at present and the ditches that currently exist in LOWA are shallow. It is also unclear what the increased rate of drainage will result from the complete clearing of most of the trees and vegetation two years ago on the proposed building site. The water flow will certainly increase after installing concrete building pads and asphalt roads on over 10 acres. The designed retention pond should be looked at again with respect to possible damaging flooding to LOWA. This request is based on the VDOT assessment of December 6, 2013 which stated, " There is significant drainage on the west side of Lot 12E that is unlikely to be accommodated by the proposed locations of the buildings on the submitted sketch plan of the existing self-storage facility."
2. The current submission for the special permit plan for SUP 20-03 states that Mr. Anthony Hurlock of VDOT states that through an email from him that the sight distance profile meets the VDOT's sight distance and spacing requirements. And as such the developer has stated in his plans that the email sent to him is the only evidence, he needs to show VDOT acceptance. This is not correct. Mr. Hurlock was only commenting on the entrance. In a letter to Mr. Josh Frederick, OC Senior Planner, on December 6, 2013, Mr. Hurlock stated that, " Right and left turn lane warrant calculations, and the commitment to construct the turn lanes themselves if indicated, will be required no later than site plan stage." I do not see any diagram for these turn lanes on either the 2014 or 2020 plans.
3. I have sent a video of flooding through the lot at 1014 Confederate Drive. The video was acknowledged as being received by Ms. Thornton and I hope the video will be shown at the October 15th meeting.

I thank you for the opportunity to submit my concerns and thoughts.


William J. Logan, Jr.



Tracey Newman

From: Sandra Thornton
Sent: Thursday, October 8, 2020 6:33 PM
To: Tracey Newman
Subject: FW: Response to letter from Tracey Newman, dated September 18, 2020 concerning rezoning

Sandra B. Thornton
Planning Services Manager
Orange County, VA
128 W. Main St. Orange, VA 22960
(540) 672-4347 (P) (540) 672-0164 (F)

From: R Close <rdclose1959@gmail.com>
Sent: Wednesday, October 7, 2020 12:41 PM
To: Sandra Thornton <sthornton@orangecountyva.gov>
Subject: Response to letter from Tracey Newman, dated September 18, 2020 concerning rezoning

To whom it may concern:

We have several significant concerns regarding the project to rezone the parcels in order to locate storage units on the lot associated with tax parcels 23-12E, 23-12H and 23-12F on Constitution Hwy., Route 20.

1) When our home was purchased, we knew we were adjacent to property that had been zoned as C1. Had the property been zoned for C2 commercial development, it would have likely caused us to not purchase our home. Likewise, if it is rezoned, it will significantly affect the prospects who would be interested in living there and will negatively affect our ability to sell the home should we desire to do so.

2) The water drainage that comes off those parcels is already problematic. When the lot was logged and the trees were removed, our lot flooded with each significant rain. While there were minor problems prior to the logging, the difference afterward was dramatic. We think it is reasonable to believe that clearing it completely and paving it will create exponentially greater problems with drainage.

3) Placement of storage units on the lot will significantly affect property values and desirability. From a security standpoint, numerous individuals with little control would have access to the back yard of our home. This would present concerns by parents for their children or grandchildren.

4). Removal of the trees on the affected parcel would increase road noise and light from Constitution Highway significantly. While the storage units may block some of the noise, the paved ground and open areas between the units would allow the noise to travel, affecting the quality of life at our home.

In summary, we strongly oppose the request for rezoning. Rezoning would negatively affect our quality of life, the value of our home and its marketability.

Should the unwise decision to approve the rezoning be made, request the following stipulations be made to the property owner of the land in question:

1) A minimum of 100 feet of relief from residential property to the edge of the closest construction shall be provided.

2) A water study shall be conducted and the land shall be reshaped in order to ensure that water runoff goes into a retaining pond and does not flood the homes. Finally,

3) Any lighting for the structures shall be pointed away from LOW and instead point toward Constitution Highway.

Thank you

Robert and Violet Close

 **Lake of the Woods**
Lake of the Woods Association, Inc.
102 Lakeview Parkway
Locust Grove, Virginia 22508-5100
Telephone (540) 972-2237 Fax (540) 972-2243

October 2, 2020

Ms. Sandra Thornton, Planning Services Manager
Orange County Department of Planning & Zoning
128 West Main Street
Orange, Virginia 22960

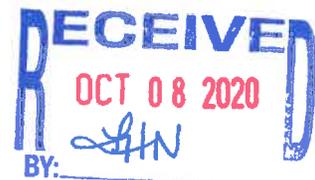
Dear Ms. Thornton,

On behalf of the lot owners and residents of the Lake of the Woods Association, we are providing comments in anticipation of the October 15 Planning Commission consideration of the **Storeland LLC/Stephen McLean C-2 General Commercial Rezoning (REZ-20-02) and Special Use Permit (SUP 20-03)**. The properties in question abut the Section 6A of the Lake of the Woods, and thus affects several private properties and the Association. LOWA is an adjacent property owner because of LOWA Restrictive Covenant Section 11.C. which created a one-foot wide strip of ground around the outer perimeter of the subdivision. We urge the Planning Commission to ensure the residential character of our subdivision is protected by significant buffering and that stormwater flooding is not worsened by the Rezoning and the Special Use Permit approval.

The Association urges Orange County to consider six performance requirements.

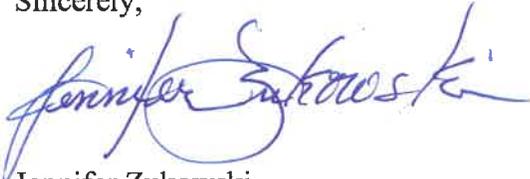
1. Protect the LOWA Subdivision with significant screening. The portion of the commercial property abutting our residential community must be properly screened by a significant wooded buffer of 60 feet or more, including retaining the existing mature trees and supplementing with evergreen trees. Lake of the Woods residents do not want to be directly exposed to the sights and sounds of deliveries, trash pickup, vehicle movements, and other back-of-the building operations. We respectfully ask that there be a significant wooded buffer separating Lake of the Woods residences from the commercial buildings. We note the proposal calls for a 50-foot buffer to be left intact.

We note that on May 8, 2013, LOWA hosted a community meeting with the developer to discuss commercial development of the parcels. Mr. Dotson and his partner Mr. Wall were very forthcoming and open with their plans, and we greatly appreciated them making a presentation and taking several questions from the audience. A majority of those present that evening signaled a preference for a wooded buffer.



2. Require a lighting plan that prevents spillover light into the LOWA Subdivision. We note the application calls for spillover prevention.
3. Prohibit any kind of outside storage on the back of the property next to the LOWA Subdivision. We believe outdoor storage of personal property items such as boats and vehicles will be unattractive and may invite vandalism.
4. Prevent stormwater flooding in the LOWA Subdivision. The application's Environmental Impact statement says the "finished grade will have a slope similar to the current grade," and that water will be "detained and slowly released". We are extremely concerned this will add to the flooding and erosion problems of residents of the LOWA Subdivision, and that it will further threaten the health of the Main Lake. If the stormwater detention pond is built for only a 1-year storm, a significant storm will flood the LOWA Subdivision.
5. Require that Lake of the Woods Association, through its Stormwater Manager, be able to review and comment on the Erosion and Sediment Plan prior to approval to ensure our stormwater runoff issues are not worsened.
6. Require updated review and comments from the Culpeper Soil & Water Conservation District to review the Erosion & Sediment Plans under the Virginia Stormwater Management Program.

Sincerely,



Jennifer Zukowski
President, LOWA Board of Directors

cc: LOWA Board of Directors
Supervisor Lee Frame
Board Chair Jim Crozier
Planning Commissioner Jim Hutchison



**Orange County Planning Commission
Regular Meeting
October 15, 2020**

Agenda Items 6a

ORANGE COUNTY

PLANNING SERVICES

COMMUNITY DEVELOPMENT
128 WEST MAIN STREET
ORANGE, VIRGINIA 22960



OFFICE: (540) 672-4347
FAX: (540) 672-0164
orangecountyva.gov

MEMORANDUM

TO: Orange County Planning Commission

FROM: Sandra B. Thornton, Planning Services Manager

SUBJECT: REZ 20-01 Signature Station - Additional Materials

DATE: October 9, 2020

Attached please find a copy of the letter sent to Signature Series Development as a result of staff consultation with Chairman Brooks following the Planning Commission meeting on October 1, 2020. **Please note that the October 15, 2020, meeting agenda calls for a work session discussion with the applicant.**

Also attached is the one comment letter received as of this date.

ORANGE COUNTY
PLANNING COMMISSION

JASON CAPELLE, DISTRICT 1
GEORGE YANCEY, DISTRICT 2
DONALD BROOKS, DISTRICT 3
JULIE ZEIJLMAKER DISTRICT 4
JIM HUTCHISON, DISTRICT 5

SANDRA THORNTON
PLANNING SERVICES MANAGER



MAILING ADDRESS:
128 WEST MAIN STREET
ORANGE, VIRGINIA 22960

PLANNING SERVICES:
OFFICE: (540) 672-4347
FAX: (540) 672-0164
ORANGECOUNTYVA.GOV

October 9, 2020

Robert Dudley & John Marcantoni
Signature Series Development, LLC
1 Monument Drive
Stafford, VA 22554

Via Electronic Mail & Certified Mail

RE: REZ 20-01 Signature Station

Gentlemen:

Thank you for your time on October 5, 2020, to discuss the Planning Commission's consideration of your application at their October 1, 2020, meeting. As I mentioned, I realized after the meeting that I had made a process error with respect to your application in that I had proceeded to schedule a public hearing without first scheduling a work session during which you would have the opportunity to discuss your proposal with the Commission prior to a public hearing. Accordingly, in consultation with Planning Commission Chairman Donald Brooks, it has been determined that the October 1 discussion, as will be the October 15 follow-up discussion, will constitute your work session with the Commission.

To summarize the items of concern with your petition as discussed on October 1, 2020, the Commission noted the lack of specificity in your submittal with respect to the following items required for a Planned Development-Mixed Use rezoning application:

- 1) Design guidelines and generalized elevation drawings for the overall site;
- 2) A master signage plan;
- 3) A landscaping plan;
- 4) An updated fiscal impact analysis including expected economic benefits and costs to the county, including elaboration on the justification for the \$300,000.00 being proffered.
- 5) An updated traffic impact analysis.

Mr. Marcantoni and I had discussed the first three (3) of the five (5) issues referenced above prior to my completion of the staff report, and the three (3) of us discussed the information requests at some length on Monday, at which time you clarified that you had referenced in your application a draft Germanna-Wilderness Area zoning overlay district that was not adopted in that form. The draft included Rt. 3 Corridor Overlay performance and design standards, which include acceptable building materials and architectural features, signage, and landscaping, that have not been adopted, although you have indicated in both your project narrative and your proffer statement your commitment to develop the proposed project in accordance with those

ORANGE COUNTY
PLANNING COMMISSION

standards. During our conversation I understood your assertion that application of these standards should be expected to satisfy the intent of the specific plan components requested in the rezoning application packet. Regarding the traffic impact analysis (TIA), Marshall Barron, Transportation & Land Use Director, VDOT-Culpeper District, has confirmed your understanding that VDOT will not require a completely updated TIA at this time but rather agreed to the approach of receiving for review TIAs for the various phases of commercial development associated with the project. However, he indicated that this approach is contingent upon retaining the proffered conditions approved in 2013 with respect to entrances from Route 3 and turn lanes on Route 3.

As we discussed, you currently have approved zoning and proffered conditions under which you may proceed to develop your project, although I understand that the commercial-residential phasing requirement has precluded your moving forward under current market conditions. As noted in the staff report on REZ 20-01, the Signature Station project area is mapped on the future land usage guidelines for Germanna-Wilderness Area Plan Subarea One: Spotswood. You initiated communications and meetings with county staff in late 2018 to discuss a process for potentially amending proffers accepted in 2013, and it was agreed at that time that your seeking a rezoning pursuant to the new Germanna-Wilderness Area (GWA) Planned Development-Mixed Use District would be the best course of action. A review of email indicates that Bryan David, former zoning administrator and subdivision agent, had provided determinations concerning the requirement for public roads to serve the development, as well as parking criteria, specifically the use of front-loading garages, and the necessity of including different types of dwelling units in the proposal, and you have incorporated that guidance into the proposal currently under consideration. I am unable to confirm from email or from memory whether or not there were specific discussions of requirements for design guidelines, signage, landscaping, and any need to update data from 2011 that was provided with your prior, approved rezoning application, up until this point.

Again, I apologize for my failure to apply the correct process for a GWA rezoning application. As indicated previously, we propose to schedule another discussion between you and the Planning Commission on October 15, 2020, followed by conclusion of the public hearing process on a mutually acceptable date.

Please advise if you have questions.

Sincerely,



Sandra B. Thornton
Planning Services Manager/Zoning Administrator

Cc: Orange County Planning Commission
Eric Lansing, Assistant County Attorney
Theodore Voorhees, County Administrator
File

Orange County Planning Commission
Orange County Department of Planning Services
% Sandra Thornton, Manager
128 West Main Street
Orange, VA 22960
(Transmitted via email)

October 8, 2020

Re: Signature Series Development, LLC (REZ 20-01)

Dear Ms. Thornton and Planning Commission,

The Piedmont Environmental Council (PEC) respectfully submits these comments, regarding the Signature Series Development, LLC request for rezoning (REZ 20-01) Tax Map Parcel 4-3 from C-2 Conditional and R-4 Conditional to Planned Development - Mixed Use (PDM).

PEC requests that you deny REZ 20-01 in its current form. We recommend that commercial requirements be phased into this project as portions of the residential development are constructed.

The Germanna Wilderness Area Plan (GWAP) intends to create:

A Place to Live, Work, and Play with a higher standard of design and development which is a self-contained, complete community that is appealing to current and prospective residents and is a place clearly differentiated from other places. It will be a dynamic destination that results in an economic engine for the entire County.¹

Prior to the construction of any commercial spaces, REZ 20-01 has requested the ability to construct 230 townhomes and 100 apartment/condominium units. In addition to the GWAP's intent, the Applicant's existing proffers, approved in 2013, stipulate that "No residential plats can be recorded, nor can any Residential Construction commence within the R-4 portion of the property until at least 25% of the Commercial Component has attained Occupancy Permitting (at least 59,375 square feet)." However, the applicant stated during the Oct. 1 Planning Commission meeting that "most commercial that we've contacted does not want to come unless there are already existing houses in place." This raises the question as to whether the applicant will ever develop commercial real estate associated with REZ 20-01.

The financial information provided in the application is inaccurate, as it dates back to 2011 and has not been appropriately updated to reflect current economic factors. Additionally, due to the Applicant's request to construct 330 residences prior to any commercial space, the financial information does not appropriately reflect tax implications; without the guarantee of commercial tax revenue, REZ 20-01 would result in a negative economic impact for Orange County. Nothing in the application guarantees any commercial would ever be constructed, regardless of how many units are ultimately built. Furthermore, the current cash proffer (\$300,000) suggests the county would bear the cost of up to 172 townhome units before receiving any offsetting funds.

¹ GWAP, p.4

It is for these reasons that we request you deny REZ 20-01.

Thank you for taking the time to review the PEC's concerns on this important matter. Please feel free to contact me with any questions or requests for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Hawk". The signature is written in a cursive, somewhat stylized font.

Christopher Hawk
Land Use Representative - The Piedmont Environmental Council
11395 Constitution Highway
PO Box 195
Montpelier Station, Virginia 22957



**Orange County Planning Commission
Regular Meeting
October 15, 2020**

Agenda Items 6b

ORANGE COUNTY

PLANNING SERVICES

COMMUNITY DEVELOPMENT
128 WEST MAIN STREET
ORANGE, VIRGINIA 22960



OFFICE: (540) 672-4347
FAX: (540) 672-0164
orangecountyva.gov

MEMORANDUM

TO: Orange County Planning Commission

FROM: Sandra B. Thornton, Planning Services Manager

SUBJECT: Proposed zoning text amendment – Board of Zoning Appeals authority with respect to special exceptions

DATE: October 9, 2020

It has come to our attention that there are inconsistencies in the Zoning Code with respect to the Board of Zoning Appeals' authority to grant special exceptions. Section 70-64 specifically states that the Board of Zoning Appeals shall have no authority to grant special exceptions; however, three (3) other provisions contradict this restriction on their power to grant special exceptions. For your consideration Assistant County Attorney Eric Lansing has drafted a proposed zoning text amendment to address these inconsistencies. The proposed amendment is attached for your review.

Staff requests that the Commission considering scheduling a public hearing on the proposed amendment.

ORDINANCE

AN ORDINANCE ELIMINATING THE AUTHORITY OF THE BOARD OF ZONING APPEALS TO GRANT A SPECIAL EXCEPTION FOR A PORCH THAT DOES NOT COMPLY WITH SETBACK REQUIREMENTS IN THE AGRICULTURAL (A) DISTRICT, THE LIMITED RESIDENTIAL (R-1) DISTRICT, AND THE GENERAL RESIDENTIAL (R-2) DISTRICT, BY AMENDING THE CODE OF ORANGE COUNTY, CHAPTER 70 (ZONING), ARTICLE IV (DISTRICT REGULATIONS), SECTIONS 70-306 (SETBACKS AND YARDS), 70-336 (SETBACKS AND YARDS), AND 70-366 (SETBACK AND YARDS).

WHEREAS Sections 15.2-1427 and 15.2-1433 of the Code of Virginia (1950), as may be amended from time to time, enable a local governing body to adopt, amend, and codify ordinances or portions thereof; and

WHEREAS Section 70-64 of the Orange County Zoning Ordinance says, “The board of zoning appeals shall have no power to grant special exceptions.”

WHEREAS Sections 70-306, 70-336, and 70-366 of the Orange County Zoning Ordinance contradict that provision by granting authority to the Board of Zoning Appeals to grant special exceptions;

WHEREAS this contradiction needs to be resolved in favor of the policy of the County to grant the board zoning appeals authority to “hear and decide appeals, and to hear and decide applications for variances” only, as ordained by Section 70-64 of the Zoning Ordinance;

WHEREAS public necessity, convenience, general welfare, and good zoning practice requires the amendment of regulations as prescribed in this ordinance;

WHEREAS, the full text of this amendment was available for public inspection in the Orange County Administrator’s Office at 112 W. Main St., Orange, VA 22960; and

WHEREAS, on _____, a public hearing was held on this matter, and all of those wishing to speak on this topic were heard;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE, that the Code of Orange County, Chapter 70 (Zoning), Article IV (District Regulations), Sections 70-306, 70-336, 70-366 (Setback and yards) is hereby amended as follows:

Sec. 70-306. – Setback and yards.

(a) In the agricultural zoning district, the regulations in this section shall apply to all buildings, all structures that require building permits, and all temporary or portable buildings greater than 150 square feet in floor area or greater than eight feet six inches in height.

- (b) For setbacks from primary highways, see section 70-646 et seq.
- (c) The setback from any secondary road or subdivision street with a right-of-way 50 feet or more in width shall be 35 feet from the right-of-way.
- (d) The setback from any secondary road or subdivision street with a right-of-way less than 50 feet in width shall be 85 feet from the centerline of the road.
- (e) The minimum side yard width for each main structure shall be 20 feet. A two-family dwelling, which shall be constructed in a side-by-side arrangement unless otherwise permitted via section 70-1, shall have no side yard requirement for the main structure at the property line which separates the units. The minimum side yard width for each accessory structure shall be ten feet.
- (f) The minimum rear yard width for each main structure shall be 35 feet. The minimum rear yard width for each accessory structure shall be ten feet.
- (g) For corner lots the side yard adjacent to the side street shall not be less than the minimum setback. For double-frontage lots the rear yard shall not be less than the minimum setback.
- (h) The zoning administrator may authorize construction of an unenclosed porch no more than ten feet deep to be attached to a single-family dwelling, irrespective of setbacks or required yards, upon finding in writing that such porch will not be detrimental to adjoining property or the intent of this chapter. ~~If the zoning administrator does not make such finding, the board of zoning appeals may grant a special exception for such porch.~~
- (i) The setback for any new dwelling shall be a minimum of 50 feet from the shoreline of any body of water. Construction proposed to take place within any floodplain shall comply with those provisions as outlined in chapter 34.

Sec. 70-336. – Setback and yards.

- (a) In the limited residential district, regulations in this section shall apply to all buildings, all structures that require building permits, and all temporary or portable buildings greater than 150 square feet in floor area or greater than eight feet six inches in height.
- (b) For setbacks from primary highways, see section 70-646 et seq.
- (c) The setback from any secondary road or subdivision street shall be 35 feet from the right-of-way.
- (d) The minimum side yard width for each main structure shall be 20 feet. A two-family dwelling, which shall be constructed in a side-by-side arrangement unless otherwise permitted via section 70-1, shall have no side yard requirement for the main structure at the property line which separates the units. The minimum side yard width for each accessory structure shall be ten feet.

(e) The minimum rear yard width for each main structure shall be 35 feet. The minimum rear yard width for each accessory structure shall be ten feet.

(f) For corner lots, the minimum side yard width adjacent to the side street shall be 25 feet. For double-frontage lots, the minimum rear yard width shall be 35 feet.

(g) The zoning administrator may authorize construction of an unenclosed porch no more than ten feet deep to be attached to a single-family dwelling, irrespective of setbacks or required yards, upon finding in writing that such porch will not be detrimental to adjoining property or the intent of this chapter. ~~If the zoning administrator does not make such finding, the board of zoning appeals may grant a special exception for such porch.~~

(h) The setback for any new dwelling shall be a minimum of 50 feet from the shoreline of any body of water. Construction proposed to take place within any floodplain shall comply with those provisions as outlined in chapter 34.

Sec. 70-366. – Setback and yards.

In the general residential district, the following regulations shall apply to all buildings, all structures that require building permits, and all temporary or portable buildings greater than 150 square feet in floor area or greater than eight feet six inches in height:

(1) For setbacks from primary highways, see section 70-646 et seq.

(2) The setback from any secondary road or subdivision street shall be 35 feet from the right-of-way.

(3) The minimum side yard for each structure shall be ten feet. A two-family dwelling, which shall be constructed in a side-by-side arrangement unless otherwise permitted via section 70-1, shall have no side yard requirement for the main structure at the property line which separates the units.

(4) The minimum rear yard for each main structure shall be 25 feet. The minimum rear yard for each accessory structure shall be ten feet.

(5) For corner lots, the minimum side yard width adjacent to the side street shall be 25 feet. For double-frontage lots, the minimum rear yard width shall be 35 feet.

(6) The zoning administrator may authorize construction of an unenclosed porch no more than ten feet deep to be attached to a single-family dwelling, irrespective of setbacks or required yards, upon finding in writing that such porch will not be detrimental to adjoining property or the intent of this chapter. ~~If the zoning administrator does not make such finding, the board of zoning appeals may grant a special exception for such porch.~~

(7) The setback for any new dwelling shall be a minimum of 50 feet from the shoreline of any body of water. Construction proposed to take place within any floodplain shall comply with those provisions as outlined in chapter 34.



**Orange County Planning Commission
Regular Meeting
October 15, 2020**

Agenda Items 6c

ORANGE COUNTY, VIRGINIA

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MEMORANDUM

TO: Planning Commissioners

FROM: Eric M. Lansing, Asst. County Attorney

SUBJECT: Waivers in the Orange County Subdivision Ordinance

DATE: September 30, 2020

Dear Planning Commissioners,

At the request of the Commission in its last meeting, I have compiled a list of all situations under the Orange County Subdivision Ordinance in which the Subdivision Agent has authority to grant a waiver from the Subdivision Ordinance's requirements. As discussed in our last two meetings, the Board of Supervisors adopted a new Subdivision Ordinance on April 25, 2018, which significantly restricted the authority of the Subdivision Agent to grant waivers. The previous Subdivision Ordinance (adopted in 2010) had granted the Subdivision Agent the broad authority to grant waivers whenever the Subdivision Agent made a finding of "an unusual situation" or "substantial injustice or hardship." 2010 Subdiv. Ord. § 53-17 (repealed). The current Subdivision Ordinance, however, limits the Subdivision Agent's waiver authority to specific, enumerated scenarios. It provides that the Subdivision Agent shall have authority to act upon "requests for waivers and modifications, *as specified herein*" (that is, in the Subdivision Ordinance), Subdiv. Ord. § 54-16(d) (*italics mine*), and further provides:

Where specifically authorized herein, one or more of the provisions of this Ordinance may be modified or waived by the Subdivision Agent upon demonstration by the subdivider that there exists an unusual situation or where strict

adherence to said provisions would result in substantial injustice or hardship. Waivers shall not be issued or used to circumvent any requirement of this Ordinance or other regulation.

Subdiv. Ord. § 54-20(a) (*italics mine*). The Subdivision Ordinance also provides that if the Subdivision Agent fails to act within 30 days of the waiver request, or refuses to grant the waiver, then an “aggrieved person” shall have a right to appeal to the Board of Supervisors. Subdiv. Ord. § 54-20(b), (c).

In any subdivision ordinance, the determination of whether a certain responsibility is considered a “waiver” is often a difficult interpretive question; but this memorandum lists five scenarios that constitute waivers, or that might be considered “waiver-like” responsibilities, operating on the broadest construction of the term.

SUBDIV. ORD. §	GENERAL RULE	WAIVER, MODIFICATION, OR EXCEPTION
§ 54-44(b)(5)	“Plats showing the adjustment of property lines, or other boundary line(s), between contiguous lots shall be subject to the following provisions: . . . (5) Adjusted lots shall each meet the minimum lot size and minimum frontage specified by the underlying zoning district.”	“The Subdivision Agent may approve a boundary line adjustment where these minimums are not able to be met, but the adjustment otherwise reduces the extent of an existing lawful nonconformity.”
§ 54-112	“No plat required pursuant to this Ordinance shall be approved unless there is written and/or graphic verification that the property shown on the plat has legal, legitimate access to the state road network.”	“The Subdivision Agent may rely on whatever means necessary to verify this requirement, or may waive this requirement if he/she determines such a verification to be unnecessary for plat approval.”
§ 54-121(a)	“Any vehicular travelway created to serve one (1) or two (2) lots shall be considered a driveway for the purposes of this Ordinance, and may be constructed and maintained at the discretion of the owners. However, any lot which is served by a driveway onto a private road shall be considered served by said private road for the purposes of subsections (b) and (c) below.”	“The Subdivision Agent may grant a modification to the requirements of this subsection for a situation in which an owner of a property with an existing driveway onto a state road wishes to grant an easement elsewhere on the property for a driveway to serve up to two (2) new lots. This modification may be used to exclude the consideration of the lot granting the easement as being served by said easement. There may be only one (1) such modification granted per lot and the subdivision plat

		shall properly denote this arrangement.”
§ 54-133	<p>“In all attached single-family and all multifamily developments, and in any development with a net density of three (3) or more units per acre, curb and gutter shall be utilized to provide drainage from all paved surfaces. Curb and gutter shall be constructed to meet the standards contained in the VDOT Secondary Street Acceptance Requirements and wholly contained within the right-of-way unless otherwise required by VDOT, or by the Subdivision Agent for private rights-of-way. For curb and gutter associated with private roads, provisions for its long-term maintenance shall be provided in a format approvable by the Subdivision Agent.”</p>	<p>“The Subdivision Agent may allow modifications to the requirements of this section based on site layout, sidewalk design and layout, and arrangement and provision of utilities, whereby the need for adequate stormwater drainage would be equally or better served.”</p>
§ 54-145	<p>“Where Best Management Practice (BMP) facilities are required for a subdivision pursuant to stormwater management regulations, the entire development and each lot therein shall be subject to a perpetual maintenance agreement for the facilities. This agreement shall be reviewed by the Subdivision Agent along with the plats and plans for the development, and recorded in the Orange County Circuit Court by the subdivider.”</p>	<p>“The Subdivision Agent may modify this requirement where alternative arrangements will equally or better serve the intent of this section.”</p>

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, COUNTY OF ORANGE, VIRGINIA, CHAPTER 54 (SUBDIVISION ORDINANCE), ARTICLE II (ADMINISTRATION), § 54-20 (MODIFICATIONS, WAIVER REQUESTS, AND APPEALS THERETO) TO PROVIDE THAT THE SUBDIVISION AGENT (UPON GRANTING ANY WAIVER) SHALL NOTIFY THE PLANNING COMMISSION AND INCLUDE THE NOTICE IN THE AGENDA OF THE NEXT MEETING OF THE PLANNING COMMISSION, AND FURTHER PROVIDING WHEN NOTICE TO AN AGGRIEVED PARTY SHALL BE DEEMED TO HAVE OCCURRED.

WHEREAS, § 15.2-2242(1) of the Code of Virginia provides that a local government's subdivision ordinance may include “[p]rovisions for variations in or exceptions to the general regulations of the subdivision ordinance in cases of unusual situations or when strict adherence to the general regulations would result in substantial injustice or hardship”;

WHEREAS, § 54-20 of the Orange County Subdivision Ordinance provides for such variations to be granted, and also provides for such variations to be appealed to the Board of Supervisors by “[a]ny aggrieved person”;

WHEREAS, an “aggrieved person” may include a person other than the applicant, including, for example, a neighbor whose land is affected by the decision, or a Planning Commissioner or member of the Board of Supervisors whose lawful authority has been abrogated by a variation, waiver, or modification that might wrongfully circumvent a requirement of the Subdivision Ordinance;

WHEREAS, the existing Subdivision Ordinance contains no provisions for how an aggrieved person, other than an applicant, would ever receive notice that such a waiver was granted;

WHEREAS, it is in the public interest to make provisions for such notice to be provided, in the event that any waiver aggrieves a person other than an applicant;

WHEREAS, the Planning Commission, after initiating action for this text amendment, advertised and held a Public Hearing on the proposed text amendment on _____; and

WHEREAS, after discussing the proposed text amendments, the Planning Commission recommended approval of the proposed text amendments to the Board of Supervisors, as presented during its meeting; and

WHEREAS, the Board of Supervisors conducted a duly advertised Public Hearing on _____, to receive public comment; and

WHEREAS, following discussion at the Public Hearing, the Board of Supervisors hereby supports the proposed text amendments, as presented during its meeting; and

NOW THEREFORE, be it resolved by the Board of Supervisors of Orange County that § 54-20 of Article II (Administration) of Chapter 54 (Subdivision Ordinance) of the Code of Ordinances, County of Orange, Virginia is hereby amended as follows:

Sec. 54-20. – Modifications, Waiver Requests, and Appeals Thereto.

- a. Where specifically authorized herein, one or more of the provisions of this Ordinance may be modified or waived by the Subdivision Agent upon demonstration by the subdivider that there exists an unusual situation or where strict adherence to said provisions would result in substantial injustice or hardship. However, when granting such a waiver or modification, the Subdivision Agent shall notify the Planning Commission contemporaneously with the applicant; and such notice shall be recorded in the agenda of the next meeting of the Planning Commission following the grant of the waiver or modification. Waivers shall not be issued or used to circumvent any requirement of this Ordinance or other regulation.
- b. A waiver or modification request shall be submitted in writing to the Subdivision Agent with or prior to an application for plat/plan review. Such a request shall include a specific statement of relief requested, the nature of the injustice or hardship incurred, and the reasoning why the request should be granted. The Subdivision Agent may reasonably require additional materials related to the request in order to render a decision. Such a decision shall be rendered within thirty (30) days of receipt of the request. Failure to render a decision shall automatically cause for referral to the Board of Supervisors for a decision.
- c. Any person aggrieved by a waiver or modification decision made by the Subdivision Agent may appeal that decision to the Board of Supervisors. Such appeal shall be in writing and must be filed with the clerk of the Board within thirty (30) days of ~~the date of~~ the aggrieved party's notice of the Subdivision Agent's decision. The Board shall consider the appeal during a regular meeting within forty-five (45) days of the date of the appeal. The decision of the Board shall be final and unappealable.
- d. In the case of an appeal to the Board of Supervisors of the Subdivision Agent's waiver or modification decision, notice (as provided in subsection (c) above) shall be deemed to have taken place when:
 - i. The applicant was notified (in the case of appeal by an applicant);
 - ii. The Planning Commissioner was notified (in the case of appeal by an aggrieved Commissioner);
 - iii. When the notice was recorded in the agenda of a meeting of the Planning Commission (in the case of an appeal by any other aggrieved person); or
 - e-iv. When the aggrieved party received actual notice (including the full text of such decision), regardless of any of the foregoing notice provisions.