



# TOWN OF HAYMARKET PLANNING COMMISSION

## REGULAR MEETING ~ AGENDA ~

Robert B. Weir,  
<http://www.townofhaymarket.org/>

15000 Washington Street, Suite 100  
Haymarket, VA 20169

---

Monday, December 10, 2012

7:00 PM

Council Chambers

---

### **1. Call to Order**

### **2. Announcements**

### **3. Citizens Time**

### **4. Minutes Approval**

- a. Planning Commission - Regular Meeting - Nov 19, 2012 7:00 PM

### **5. Zoning Permit Application**

- a. 15000 Gossom Manor Place - Deck

### **6. ARB and Council Update**

- a. Town Council and ARB Update

### **7. New Business**

- a. Villages of Haymarket Phase II Site Plan
- b. Zoning Text Amendment - Funeral Home & Crematory Use
- c. Zoning Waiver Application

### **8. Town Planner Report**

### **9. 1-Mile Developments**

- a. John Marshall Commons

### **10. Old Business**

- a. Comprehensive Plan
- b. Zoning Text Amendments

### **11. Discussion Items**

### **12. Adjournment**



# TOWN OF HAYMARKET PLANNING COMMISSION

## REGULAR MEETING ~ MINUTES ~

Robert B. Weir,  
<http://www.townofhaymarket.org/>

15000 Washington Street, Suite 100  
Haymarket, VA 20169

Monday, November 19, 2012

7:00 PM

Council Chambers

A Regular Meeting of the Planning Commission of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 7:00 PM

Chair Robert Weir called the meeting to order.

### 1. Call to Order

Chair Robert Weir: Present, Councilwoman Rebecca Bare: Present, Ed Robinson: Present, Commissioner Ralph Ring: Present.

### 2. Announcements

No announcements.

### 3. Citizens Time

No one spoke at citizens time.

### 4. Minutes Approval

a. Planning Commission - Regular Meeting - Oct 15, 2012 7:00 PM

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Rebecca Bare, Councilwoman
<b>SECONDER:</b>	Ed Robinson
<b>AYES:</b>	Robert Weir, Rebecca Bare, Ed Robinson, Ralph Ring

### 5. Certificate of Appropriateness/Construction Permits/Zoning Permit Application

a. 15000 Gossom Manor Place - Fence

The Zoning Permit Application for a fence at 15000 Gossom Manor Place was approved in accordance with town code section 58-13 c.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Rebecca Bare, Councilwoman
<b>SECONDER:</b>	Ralph Ring, Commissioner
<b>AYES:</b>	Robert Weir, Rebecca Bare, Ed Robinson, Ralph Ring

### 6. ARB and Council Update

a. Appoint an ARB Liaison

Unanimous vote to appoint Ring as the Liaison to the ARB.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Rebecca Bare, Councilwoman
<b>SECONDER:</b>	Ed Robinson
<b>AYES:</b>	Robert Weir, Rebecca Bare, Ed Robinson, Ralph Ring

### 7. New Business

Discussion of the Certified Local Government (CLG).

The obstacles of this are the makeup of the historic district.

Minutes Acceptance: Minutes of Nov 19, 2012 7:00 PM (Minutes Approval)

We do have a large number of historic buildings that seem to be at a point of no return. When we previously had discussions of a modified Historic District, one of the bullet points and concerns was leaving the whole town as historic, and we felt that getting any further into CLG was a waste of time until base parameters were set. We would need to work out some sort of modified reduced Historic District if there's any real support to do this. Would be remiss to refer to Town Council until baseline numbers and determination is made if we can meet lowest threshold. So the first thing that needs to be done is establish Historic qualifications. We may not be able to find enough qualified people to serve on ARB. Can we obtain that level of staff needed? Some requirements would constitute a full time job for someone.

Bottom line would be if there's any interesting in pursuing applying as a CLG, we need to reduce the Historic District. Input from ARB and Town Council is needed. Marchant will reach out and make inquiries as to whether it is beneficial to go down this avenue, and report back. Bare will consult Town Council on their opinion, and Ring will discuss with ARB.

a. Certified Local Government

## 8. Town Planner Report

Last time we redid the Sign ordinance, it took long time to draft. Our sign ordinance vs most others, we are quite liberal. We are not nearly as restrictive as most other jurisdiction. Middleburg for example.

Robinson says we need to be Haymarket, not like other jurisdictions. People want to see the vitality of our Town. Doesn't feel we need to rewrite the entire code, just amend/change some things. And we need more enforcement on sign violations. Enforcement is key.

Signage is important to the businesses. If no one can see the signs, they won't know the business is there.

Bare feels we need to start from scratch. Weir doesn't mind either way. Our base perimeters are pretty sound. Tweak certain aspects.

Should we development the sign ordinance where its looked at as geographic locations/use, rather than particular zoning?

Overlay district may be easiest solution. The Grand fathered areas are what they are. We cannot change them.

Weir - for the time being, would like to sit down with Marchant and go thru sign ordinance and pick out the language issues in it. Start working that text to a point we can sit down and review it. Don't think we should move any further than that til we get the Historic district issue understood.

The Council has requested an eta on the sign ordinance. At this point and time unknown. They need to come to an agreement on the Historic District. February would be a realistic time frame. That's tentative. Probably more like March.

Weir says the General Assembly allows the town/PD to act as agent regarding illegal signs. And establish a fine. We need to take advantage of the power of the General Assembly. Approach VDOT, and enter into an agreement. So we have more ability to enforce sign violations. We need to be on the same page with the Police Dept on enforcement.

## 9. Old Business

Marchant has mock up of Zoning Text Amendment's.

58-1 definitions. Not anywhere near addressing that

58-12 Annexation. As currently written our Zoning Text does not comport with what's required. This zoning text was vetted legally by Bennett. Sent to current attorney and forward to council. We will discuss next month.

Requirement for permitted uses. Weir doesn't understand reasoning behind it. Defer on this section until Marchant is back and can elaborate on.

58-257 use regulations. Gone over every other year. Weir opposed to it personally. I1 serves part purpose.

Sets up I1 zoning district for failure. If maintain I1 district needs to stand on its own. If too big reduce the size. Distinct uses needed.

Weir says send back to Town Council and leave as is. Can take up next month when Marchant is back.

58-258 special uses in drive thru areas in I1.

We have to get to threshold question. What does Town Council want?

Ring what is towns intent? All will look at for more discussion next month.

58-260 Vehicle storage lots. Zero output offsite at this point. In violation of Chesapeake Bay act.

Ask Marchant next month.

58-553 cross off. Already done.

58-468 and 554 done.

558 housekeeping.

58-559 . Can wait for Historic District standards.

Reference state code section. It's the law.

Certificate Of Appropriateness - talked to ARB about? Validity for one year? Weir no issue with doing it.

Do we have authority to do it? Not certain. Did the General Assembly grant us authority for limited time a

COA is good? Question for attorney. Legality of it.

Rules & Regulations 468. Complete.

Street lighting on Washington Street. Bare says it's to make sure any new lighting that goes up follows the style we have. Within Streetscape.

Big change was the induction lighting part. Weir asks everyone to look at it, come back with questions for Marchant next month.

And come forth with any other ZTA changes/suggestions at the next meeting.

a. ZTA's and Comp Plan

## 10. 1 Mile Notices

Nothing to report tonight.

## 11. Adjournment

Bare motions to adjourn the meeting.

Ring seconds.

All Ayes;

Meeting adjourned.



---

TO: Town of Haymarket Planning Commission

SUBJECT: 15000 Gossom Manor Place - Deck

DATE: 12/10/12

---

This is a Zoning Permit Application for a Deck at 15000 Gossom Manor Place. The Homeowner has applied with their HOA. This will go before the ARB on 12/19/2012.

**ATTACHMENTS:**

- 15000 Gossom Manor Place - Deck (PDF)

# The Town of HAYMARKET

Established in 1799

RECEIVED

NOV 27 2012

TOWN OF HAYMARKET

ZONING PERMIT #: ZP20121127

NOTE: This application must be filled out completely and all components of submission requirements must be met before the application can be accepted and scheduled for review/hearing.

## ZONING PERMIT APPLICATION

PC-12/19<sup>10</sup>

ZONING ACTIVITY:  New Construction  Alteration/Repair  Addition  Sign  
*(Check all that apply)*  New Tenant/Use  Change of Use  Relocation

NAME OF BUSINESS/APPLICANT: RON & GRETCHEN EASTHAM

PROPOSED USE: DECK OFF OF KITCHEN Size (Sq. Ft./Length) of Construction: 11'x9' & 12'x14'

SITE ADDRESS: 15000 GOSSOM MANOR PL Parcel ID #: 21  
*267 total sq ft.*

Subdivision Name: SHERWOOD FOREST Lot Size: 5873 SQ FT

ZONING DISTRICT:  R-1  R-2  B-1  B-2  I-1  C-1 Site Plan Required:  Yes  No

Special Use Permit Required:  Yes  No Homeowners Association (HOA) Approval:  Yes  No  
*(in process)*

Off-street Parking: Spaces Required: \_\_\_\_\_ Spaces Provided: \_\_\_\_\_

BRIEF DESCRIPTION OF ACTIVITY: *(i.e. previous use, type and dimensions of signs, height/length of fencing, etc.)*  
2 tier deck (composite Trex) off of kitchen in backyard.  
See diagram for design and dimensions.

Supporting Documentation (attached):  Narrative  Plan/Plat  Specification Sheet

FEE:  \$25.00 Residential  \$50.00 Commercial

PAID

NOV 27 2012

## CERTIFICATE OF APPROPRIATENESS

Town of Haymarket  
ARB 12/19

ADDITIONAL DESCRIPTION: *(i.e. color, type of material, font style, etc.)*  
Trex decking in "Firepit"; white post railings with black aluminum balusters; see diagram for pics and colors

Supporting Documentation (attached):  Specification Sheet  Photograph(s)

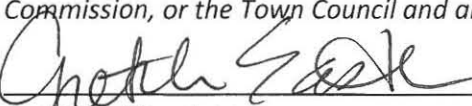
PERMIT HOLDER INFORMATION			PROPERTY OWNER INFORMATION		
<u>Sunburst Construction</u>			<u>Gretchen Eastham</u>		
Name			Name		
<u>21720 Red Run Dr.</u>			<u>15000 Gossom Manor Place</u>		
Address			Address		
<u>Ashburn VA 20147</u>			<u>Haymarket VA 20109</u>		
City	State	Zip	City	State	Zip
<u>703-406-0914 chad@sunburst</u>			<u>832-775-6313 GCEASTHAM</u>		
Phone#	Email		Phone#	Email	
<u>ext. 105</u>	<u>chad@sunburst</u>	<u>construction.com</u>		<u>GCEASTHAM</u>	<u>@GMAIL</u>


Attachment: 15000 Gossom Manor Place - Deck (1229 : 15000 Gossom Manor Place - Deck)

**APPLICANT / PROPERTY OWNER SIGNATURE**

**\*\*\*\*\*REQUIRED\*\*\*\*\***

I, as owner or authorized agent for the above-referenced parcel, do hereby certify that I have the authority to make the foregoing application and that the information provided herein is correct. Construction of improvements described herein and as shown on the attached plat, plan and/or specifications will comply with the ordinances of the Town of Haymarket and any additional restrictions and/or conditions prescribed by the Architectural Review Board (ARB), Planning Commission, or the Town Council and all other applicable laws.

  
Applicant Signature

  
Property Owner Signature

**\*\*\*OFFICE USE ONLY\*\*\***

ZONING PERMIT #: ZP20121127

Date Filed: 11-27-12 Fee Amount: 25 Date Paid: 11-27-12

DATE TO ARCHITECTURAL REVIEW BOARD (ARB): 12-19-12

APPROVED  DISAPPROVED  TABLED UNTIL: \_\_\_\_\_  DEFERRED UNTIL: \_\_\_\_\_

ARCHITECTURAL REVIEW BOARD CHAIR: \_\_\_\_\_  
SIGNATURE PRINT

CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_

DATE TO PLANNING COMMISSION: 12-10-12

APPROVED  DISAPPROVED  TABLED UNTIL: \_\_\_\_\_  DEFERRED UNTIL: \_\_\_\_\_

PLANNING COMMISSION {where required}: \_\_\_\_\_  
SIGNATURE PRINT

CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_

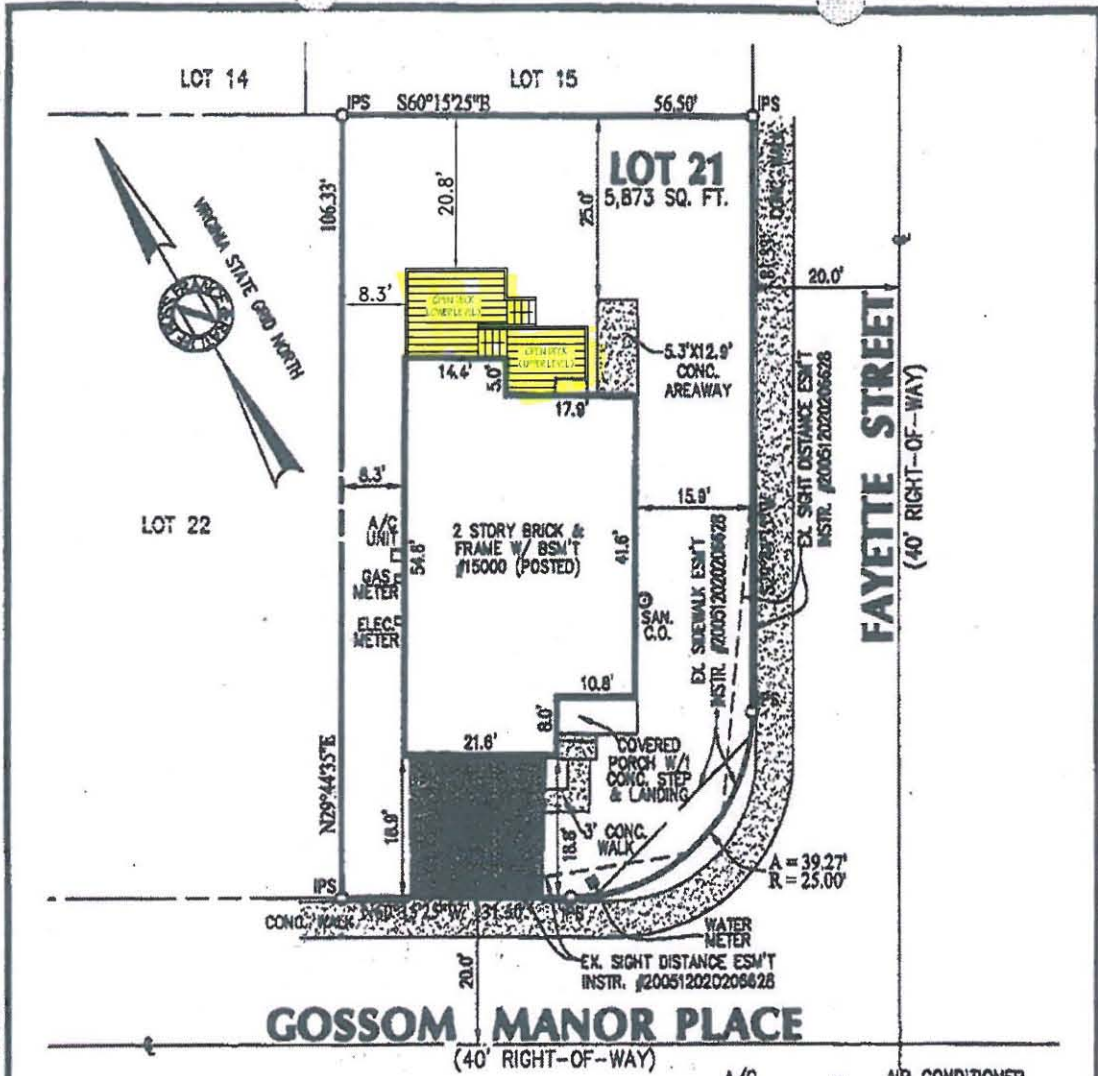
DATE TO TOWN COUNCIL: \_\_\_\_\_

APPROVED  DISAPPROVED  TABLED UNTIL: \_\_\_\_\_  DEFERRED UNTIL: \_\_\_\_\_

TOWN COUNCIL {where required}: \_\_\_\_\_  
SIGNATURE PRINT

CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_

Attachment: 15000 Gossom Manor Place - Deck (1229 : 15000 Gossom Manor Place - Deck)



P:\Engineer\PMC\SHERWOOD\House-Loc\dwg\Lot-21-his.DWG Fri, Mar 23 2012 10:46:00 AM kblake

THE GEOGRAPHIC PARCEL IDENTIFICATION NUMBER (G.P.I.N.) FOR THE PROPERTY SHOWN HEREON IS 7298-90-0492. THIS PROPERTY WAS ACQUIRED BY DEED RECORDED AS INSTRUMENT #201011050098724 IN THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.

THE PROPERTY DELINEATED HEREON DOES NOT LIE WITHIN THE LIMITS OF A 100-YEAR FLOODPLAIN EASEMENT.

HOUSE LOCATION SURVEY  
LOT 21

### SHERWOOD FOREST

GAINESVILLE MAGISTERIAL DISTRICT  
TOWN OF HAYMARKET  
PRINCE WILLIAM COUNTY, VIRGINIA  
SCALE: 1" = 20'  
MARCH 23, 2012

COPYRIGHT © 2012  
by  
ROSS, FRANCE & RATLIFF, LTD.  
NO TITLE REPORT FURNISHED

- A/C - AIR CONDITIONER
- BSM'T - BASEMENT
- CONC. - CONCRETE
- C.O. - CLEANOUT
- ESM'T - EASEMENT
- ELEC. - ELECTRIC
- INSTR. # - INSTRUMENT NUMBER
- IPS - IRON PIPE SET
- SAN. - SANITARY
- SQ. FT. - SQUARE FEET

I HEREBY CERTIFY THAT THE POSITION OF ALL THE EXISTING IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN CAREFULLY ESTABLISHED BY A FIELD SURVEY AND THAT UNLESS OTHERWISE SHOWN THERE ARE NO ENCROACHMENTS.



DWN:	<b>Ross, France &amp; Ratliff, Ltd.</b>	CERTIFIED CORRECT
CHK:	CIVIL ENGINEERING - LAND SURVEYING 8802 SUDLEY ROAD MANASSAS, VIRGINIA 20110 703-361-4188 FAX 703-361-6353	RE-CERTIFIED CORRECT
JWL		

F#5150

Attachment: 15000 Gossom Manor Place - Deck (1229 : 15000 Gossom Manor Place - Deck)



Sherwood Forest  
ARCHITECTURAL IMPROVEMENT REQUEST FORM  
c/o  
Sequoia Management  
13998 Parkeast Circle  
Chantilly, VA 20151-2283  
703-803-9641  
www.sequoiamanagement.com

Name of Applicant: Ron & Gretchen Eastham Date: 11/27/12  
Address: 15000 Gossom Manor Pl Lot #: 21  
Telephone: (H) 832-775-6313 (W) 202-757-7570 (FAX) \_\_\_\_\_  
Email: GCEASTHAM@GMAIL.COM

(to be utilized to verify receipt of application as well as communication for additional information as required)

Anticipated Construction Duration: 9 Days

Type of Alteration/Change (please check appropriate box)

- Second Story Deck Complete Section (a) below
- Ground Level Deck Complete Section (a) below
- Fence Complete Section (b) below
- Patio Complete Section (c) below
- Storm Door Complete Section (d) below
- Other Complete Section (e) below

Section (a) Deck Additions

Dimensions: Across the back of the house: 25' - 11' & 14'  
Dimensions: Length out from house: 12'  
Elevation from ground level: 5' TOP LEVEL 2' LOWER  
Railing Height (from surface of deck): 3'  
Railing type (describe): TREX WHITE w/ BLACK ALUM BALUSTERS  
Type of materials to be utilized: TREX  
Stain color (Sample Color Chip or Brochure Required): \_\_\_\_\_

Include information on any additional attachments, such as trellis, lighting, benches, flower boxes, etc.

Section (b) Fence Additions

Total Dimensions of the fence: \_\_\_\_\_  
Fence Type: \_\_\_\_\_  
Type of Gate: \_\_\_\_\_  
Type of materials to be utilized: \_\_\_\_\_  
Stain color (Sample Color Chip or Brochure Required): \_\_\_\_\_

Section (c) Patio Additions

Total Dimensions of the patio: \_\_\_\_\_  
Type of materials to be utilized: \_\_\_\_\_

Section (d) Storm Doors

Placement of Door: \_\_\_\_\_  
Describe type of Storm Door: \_\_\_\_\_  
Describe color of Storm Door as it relates to the following:  
Front Door, Siding (Brick), and Trim \_\_\_\_\_

Section (e) Other

Please provide an explanation of the project, providing details on dimensions, materials, colors as applicable

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: 15000 Gossom Manor Place - Deck (1229 : 15000 Gossom Manor Place - Deck)

**All applications must be accompanied by the following materials:**

- Attached architectural plans/drawings or photographs of the proposed project. Drawings MUST show elevations, dimensions, height off the ground, relationship to existing structures, railings, footings, color samples if necessary and manufacturer's brochure, if available.
- Attach a copy of the property plat showing size, shape and location of improvement to residence and to adjoining properties (including specific dimensions of improvement and distances to adjoining properties.) Grading plan must be included, if applicable.
- Obtain the signatures of all adjacent or affected property owners. The signatures only indicate their awareness of your proposed plans, not their approval. Signatories having concerns about your proposed plan must notify the Association of specific concerns in writing.

Name: Pritam K Buttar Phone Number: 703-818-3465  
 Address: 1500 U Gossom Manor Pl Lot Number: 22  
 Signature: GAY MARET VA 20169

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ Lot Number: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ Lot Number: \_\_\_\_\_  
 Signature: \_\_\_\_\_

I understand and agree to the following:

- that this modification may require a County building permit or may be subject to other governmental regulations. I agree to obtain all required city/county approvals. Miss Utility will be contacted prior to the commencement of any construction. Approval of this application satisfies only the requirements of the Association and not any obligations to the County or as may be required.
- that I assume full responsibility for all landscaping, grading and/or drainage issues relating to the improvements, including applicable replacing bonds or escrows posted by Developer/Builder currently in place affecting the lot. All work associated with the project will be completed within the property lines. Any damage to adjoining property (including common area) or injury to third persons associated with the improvement.
- that no work on this proposal will commence until I receive written approval of the Association. To do so is a violation of the Covenants of the Association and may result in my being required to remove an unapproved modification and restore my property to its original condition at my own expense if this application is disapproved. I also understand I may be held responsible for any legal fees incurred on behalf of the Association in enforcing this provision.
- that an approval is contingent upon the construction being completed in a timely and a professional and workmanlike manner as per the specifications as submitted in this applications.
- the members of the Association may enter upon my property to make a routine inspections.
- that there are architectural requirements addressed in the Design Standards and the Declaration and a review process as established by the Board of Directors.
- that the approval authority granted by the Association (if so granted) will automatically expire should the proposed project not be commenced within six (6) months of the approval or completed within thirty (30) days of the approval
- that a variation from the original application must be submitted for approval of the Association

Owner/Applicant's Signature: [Signature] Date: \_\_\_\_\_

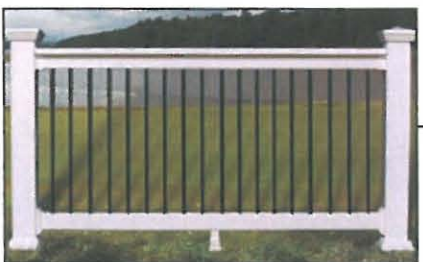
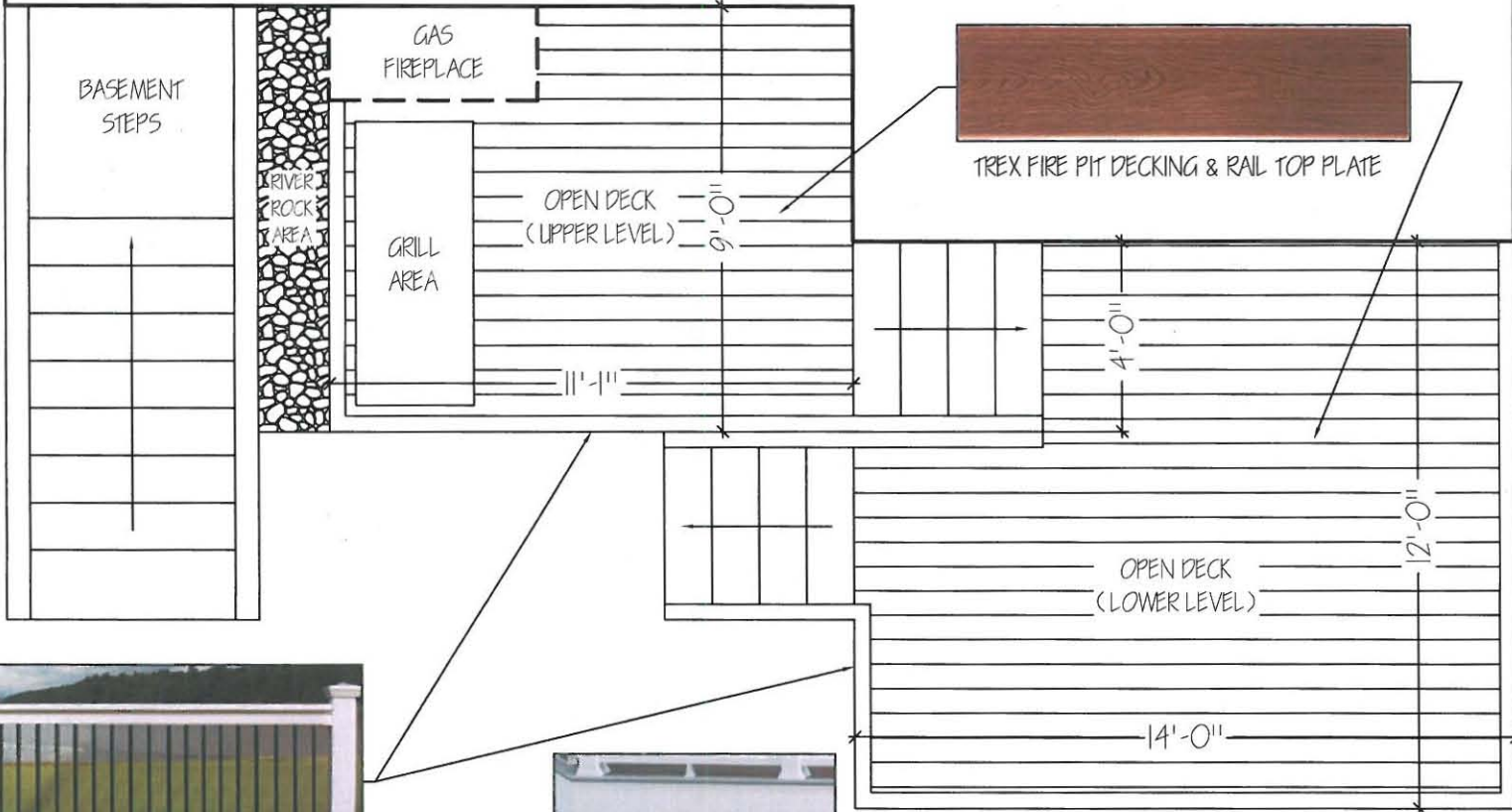
(For committee Use Only)

- Approved
- Disapproved
- Approved with conditions: \_\_\_\_\_

Committee Representative: \_\_\_\_\_ Date of Decision: \_\_\_\_\_

Attachment: 15000 Gossom Manor Place - Deck (1229 : 15000 Gossom Manor Place - Deck)

THIS DRAWING AND ALL DESIGNS AND DETAILS SHOWN ARE CONFIDENTIAL. THIS DRAWING IS NOT TO BE COPIED OR DISTRIBUTED TO THIRD PARTIES WITHOUT PERMISSION OF SUNBURST AND IS RETURNABLE UPON DEMAND. ALL PATENT AND DESIGN RIGHTS ARE RESERVED.



WHITE TREX RAIL w/ BLACK ALUMINUM BALUSTERS  
(top plate will be continuous and have no post caps)



WHITE PVC LATTICE AROUND PERIMETER BELOW BOTH DECKS



WHITE PVC TREX TRIM ON DECK BANDBOARD AND ALL OTHER EXPOSED WOOD

Attachment: 15000 Gossom Manor Place - Deck (1229 : 15000 Gossom Manor Place - Deck)

**SUNBURST**  
CONSTRUCTION  
• ROOF • GREEN YARDING • EXTERIOR • PAINTS

**SUNBURST CONSTRUCTION**  
21720 RED RUM DRIVE  
SUITE 187  
ASHBURN, VA 20147  
PHONE: 703-406-0914  
FAX: 571-918-4279

**Ron Eastham**  
15000 Gossom Manor Place  
Haymarket, VA 20169

SALESPERSON:	Chad Brofermaker	SCALE	1/4" = 1'
DRAWN BY:	Todd McKinney		
DATE:	11/13/12	PAGE	1
SUNBURST CONSTRUCTION PRE-PRODUCTION			



Attachment: 15000 Gossom Manor Place - Deck (1229 : 15000 Gossom Manor Place - Deck)



---

TO: Town of Haymarket Planning Commission

SUBJECT: Town Council and ARB Update

DATE: 12/10/12

---

Rebecca Bare will update for the Town Council. And Ralph Ring is the new appointed liaison to the ARB.



---

TO: Town of Haymarket Planning Commission

SUBJECT: Villages of Haymarket Phase II Site Plan

DATE: 12/10/12

---

**ATTACHMENTS:**

- 12-10-12 Villages of Haymarket PC Cover Memo (PDF)
- Town Engineer Final Comments (PDF)
- PWCSA APPROVAL 08-30-12 (PDF)
- VDOT Approval 11-27-2012 (PDF)
- Landscape Buffer Agreement (PDF)
- Deed of Subdivision, Easement, & Dedication (PDF)




---



---

**INTEROFFICE MEMORANDUM**

---



---

**TO:** MAYOR AND TOWN COUNCIL

**FROM:** GENE SWEARINGEN

**SUBJECT:** VILLAGES OF HAYMARKET –PHASE II  
FINAL PLAT OF SUBDIVISION / FINAL SITE PLAN AMENDMENT

**DATE:** 01/10/12

**CC:** STAFF

---

At its January 2012 Meeting, the Town Council approved a preliminary plat of subdivision / preliminary site plan amendment for Villages of Haymarket Phase II. The final plat of subdivision / final site plan amendment has been submitted and reviewed by Town Staff. The Town Engineer has identified two outstanding issues regarding the application that the Applicant has requested to address directly with the Planning Commission and Town Council.

**BACKGROUND**

The Applicant proposes five (5) single-family detached lots along frontage to Bleight Drive and adjacent to the western boundary of the Harrover properties. Frontage improvements to Bleight Drive and enhanced landscaping along the eastern and northern boundaries of the Harrover properties are also proposed. The property is zoned R-2 and planned as moderate-density residential use. The 0.7 acre subject parcel was identified as a “residue parcel” on the approved final site plan for the Villages of Haymarket. Approved in 2001, Villages of Haymarket created 48 single family detached lots and five open space parcels.

It is noted that the preliminary plat / preliminary site plan amendment was conditioned upon the following to which the applicant has complied and the Town Attorney has reviewed:

- a. At the time of the submission of the Villages of Haymarket – Phase II, Final Plat of Subdivision / Site Plan Amendment, and as an express pre-condition of approval of the final plat, the Applicant shall provide a maintenance agreement providing for maintenance of all such facilities in a manner acceptable to the Town and without cost to the Town for all on-site (and off-site, if applicable) stormwater facilities to be installed in conjunction with the development of the subject property, in a form and in substance acceptable to the Town Council and the Town Attorney; and,

- b. And further, at the time of the submission of Villages of Haymarket – Phase II, Final Plat of Subdivision / Site Plan Amendment, and as an express pre-condition of approval on the final plat, the applicant shall provide an Agreement in favor of the Town regarding the materials, installation methods, and bond amount for the off-site landscape improvements identified on Sheet 5 of the Plat, in a form and in substance acceptable to the Town Council and the Town Attorney.

**OUTSTANDING ISSUES**

As noted in the attached comments from the Town Engineer dated November 30, 2012, the Applicant has requested to address the applicable street lighting standards and frontage improvements along Washington Street directly with the Planning Commission and Town Council.

**DRAFT MOTION(S)**

- 1. I move that the Planning Commission forward the application to a future meeting for further consideration.

Or,

- 2. I move that the Planning Commission forward the application with a recommendation of [approval] [denial] based on the following findings: \_\_\_\_\_.

Or,

- 3. I move an alternate motion






---



---

**INTEROFFICE MEMORANDUM**

---



---

**TO:** MARCHANT SCHNEIDER

**FROM:** HOLLY MONTAGUE, PE

**SUBJECT:** VILLAGES OF HAYMARKET PHASE II FINAL SITE PLAN

**DATE:** 11/30/2012

**CC:** STAFF

---

Per your request, I have reviewed the 3rd submission for the Villages of Haymarket Phase II Final Site Plan. I used the Haymarket Ordinances, Final Site Plan Requirements, Haymarket Code Section 58-506(3), Prince William County Standards and VDOT Standards in order to review this revision to the final site plan.

There are two outstanding comments noted below that the applicant wants to address directly with Planning Commission and Town Council:

1. A lighting plan needs to be provided to demonstrate that the yard lights will provide the required illumination levels per Haymarket Ordinance 58-718. If they do not, additional street lights in accordance with Haymarket Ordinance 58-717 will need to be provided.
2. Our Ordinances require property owners developing their property with Washington Street frontage to develop Washington Street with the ultimate pavement width, curb, brick sidewalk, landscaping and decorative street lighting (for example, see the development at the west end of Washington Street). It makes no sense to construct this small portion of Washington Street frontage. However, so that the intent of the Ordinances can be met, escrow for the Town the costs of these frontage improvements that would otherwise be normally required. State this escrow amount on the cover sheet as well. Note that this solution will need to be cleared through the Town Council.

There are no final construction plans along this portion of Washington Street, but the Washington Street frontage will be in accordance with the typical section included on the plans on Sheet 3. Developers that have constructed the Washington Street frontage where no final construction plans exist have been required to also provide the final construction plans for their portion of the frontage.

For the purposes of the escrow, 53 linear feet of frontage would require improvements – pavement widening so that the total width of pavement is 58', curb and 5' brick sidewalk. In addition, the escrow should include a minimum of 2 streetlights as described in Haymarket Ordinance 58-717 and 2 street trees per Haymarket Ordinance 58-723(b).

Pending decisions by Planning Commission and Town Council on the above outstanding comments, I have no additional comments and recommend approval of this Final Site Plan.

Please let me know if you have any questions regarding these comments. I can be reached at 703-968-6792.



## Service Authority

### Division of Engineering & Water Reclamation

Charles R. Weber, P.E., BCEE, *Director*

Stephen M. Bennett, *Deputy Director, Water Reclamation*

**August 30, 2012**

### **MEMORANDUM**

**TO:** John H. Davis  
KDL Group

**FROM:** John Rich  
PWCSA

**RE:** **VILLAGES of HAYMARKET – PHASE II**  
**PWCSA # 12HAY-01**

---

All comments have been satisfactorily addressed. The Service Authority has no objection to the approval of this plan.

Attachment: PWCSA APPROVAL 08-30-12 (1232 : Villages of Haymarket Phase II Site Plan)

**From:** [John Davis](#)  
**To:** [Jennifer Preli](#)  
**Cc:** [mschneider](#); [hmontague](#); "Mike Gorman"; "McBride, John"  
**Subject:** FW: Villages of Haymarket-Ph II Site Plan  
**Date:** Tuesday, November 27, 2012 11:22:48 AM

---

Jennifer,

Please see the below VDOT approval for the Villages of Haymarket – Phase II Final Site Plan. I will forward a hard copy of the VDOT approval letter upon receipt.

Please confirm that this application has been placed on the December 2012 Planning Commission meeting agenda?

Thanks.

John

John H. Davis  
 Managing Member  
**The KDL Group, LLC**  
 P.O. Box 609  
 Haymarket, Virginia 20168  
 (703) 753-7592 (Office)  
 (703) 753-7593 (Fax)  
 (703) 431-6908 (Cell)  
[jdavis@kdlgroup.com](mailto:jdavis@kdlgroup.com)

---

**From:** Joshi, Hiren C., P.E. (VDOT) [mailto:Hiren.Joshi@VDOT.Virginia.gov]  
**Sent:** Tuesday, November 27, 2012 9:17 AM  
**To:** John Davis  
**Cc:** Tulaszka, Aleksandra M., P.E. (VDOT)  
**Subject:** Villages of Haymarket-Ph II Site Plan

Good Morning Mr. Davis,

We have reviewed your response and we are in agreement with the revisions. Please forward us a copy of final site plan for records/process. Thanks,

Hiren Joshi

---

**From:** John Davis [mailto:jdavis@kdlgroup.com]  
**Sent:** Monday, November 19, 2012 10:24 PM  
**To:** Joshi, Hiren C., P.E. (VDOT)  
**Cc:** Tulaszka, Aleksandra M., P.E. (VDOT)  
**Subject:** RE: Villages of Haymarket-Ph II Site Plan

Aleksandra,

As discussed, please find the attached revisions to the handicap ramp location shown on the Villages of Haymarket – Phase II Final Site Plan. I have attached the draft comment response letter along with the original August 30, 2012 comments from Hiren Joshi.

In order to make the December 2012 deadline for consideration by the Town Planning Commission, I must receive VDOT approval prior to November 30, 2012. Please confirm that you are in agreement with the attached revisions and I will forward a hard copy of the final site plan to Hiren for your records.

Call if you have questions. Thanks.

John

John H. Davis  
 Managing Member  
**The KDL Group, LLC**  
 P.O. Box 609  
 Haymarket, Virginia 20168  
 (703) 753-7592 (Office)  
 (703) 753-7593 (Fax)  
 (703) 431-6908 (Cell)  
[jdavis@kdlgroup.com](mailto:jdavis@kdlgroup.com)

---

**From:** Joshi, Hiren C., P.E. (VDOT) [mailto:Hiren.Joshi@VDOT.Virginia.gov]  
**Sent:** Thursday, September 20, 2012 2:01 PM  
**To:** jdavis@kdlgroup.com  
**Cc:** Tuliszka, Aleksandra M., P.E. (VDOT)  
**Subject:** Villages of Haymarket-Ph II Site Plan

Hello Mr. Davis,

Following comments were sent to the Town Engineer with a hard copy of the comment letter mailed to the Town Mayor's office. As the hard letter came back to VDOT undelivered your company did not receive the comments. Please let me know if you have any question or concern. Thanks,

Hiren Joshi  
 NOVA-LDS

---

**From:** Joshi, Hiren C., P.E. (VDOT)  
**Sent:** Friday, August 31, 2012 10:36 AM  
**To:** 'hmontague'  
**Cc:** Tuliszka, Aleksandra M., P.E. (VDOT); Klos, Art G. (VDOT); Sinner, Maria J., P.E. (VDOT); Gerner, Peter K., P.E. (VDOT)  
**Subject:** Villages of Haymarket-Ph II Site Plan

Attached please find our review on the above referenced plan. Let me know if you want to discuss the review. Thanks,

*Hiren C. Joshi*, P.E.  
 Transportation Engineer  
 NOVA Land Development

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2012.0.2221 / Virus Database: 2441/5281 - Release Date: 09/20/12

---

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2012.0.2221 / Virus Database: 2629/5405 - Release Date: 11/19/12

---

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2012.0.2221 / Virus Database: 2629/5420 - Release Date: 11/26/12

---

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2012.0.2221 / Virus Database: 2629/5422 - Release Date: 11/27/12

## AGREEMENT

THIS AGREEMENT (this "Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between and GORMAN FAMILY INVESTMENT, L.L.C., a Virginia limited liability company (also known of record as "Gorman Family Investments, LLC") ("Gorman") (Grantee for Indexing Purposes); and THE TOWN OF HAYMARKET, VIRGINIA, a municipal corporation ("Town") (Grantor for Indexing Purposes).

### RECITALS:

A. Gorman is the developer of certain property located in Prince William County, Virginia, and identified on the Prince William County tax maps as GPIN Number 7397-09-8232, upon which Gorman is developing five residential lots, known as "Villages of Haymarket – Phase II" (the "Project").

B. The Town is the owner in fee simple of two parcels of land located adjacent to the Project and identified on the Prince William County tax maps as GPIN Numbers 7397-09-6833 and 7397-09-5044 (the "Town Property"), the Town having acquired the Town Property by deed recorded among the Prince William County Land Records as Instrument Number 200509220164097.

C. Pursuant to the development and zoning conditions for the Project, Gorman is required to install landscaping and perform grading to provide positive drainage, outside of the boundary of the Project and on the Town Property (the "Work"). In order to facilitate the Work, Gorman requires permission to enter and occupy the Town Property for the installation of the plants, shrubs, trees, as well as performance of the grading associated with the installation of a drainage swale on the Town Property.

D. The Town has agreed to grant such permission on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth below and for other good and valuable consideration, the receipt and sufficiency of which each of the parties acknowledges, Gorman and the Town agree as follows:

1. Temporary Construction Easement. The Town hereby grants and conveys to Gorman a temporary construction and grading easement over and across the Town Property in the general location as shown on the exhibit entitled "Landscape Buffer Exhibit VILLAGES OF HAYMARKET – PHASE II Exhibit A", prepared by The KDL Group LLC of Haymarket, Virginia, which is attached hereto as Exhibit A and incorporated herein by reference. Said temporary construction and grading easement shall allow Gorman, its contractors, employees and agents, permission to enter and occupy a portion of the Town Property to perform the work described herein.

Said temporary grading and construction easement shall be for the purpose of performing landscaping, construction and grading on, through and across The Town Property, including establishing a new, permanent drainage swale thereon, all in the locations more particularly bounded and described on Exhibit A, subject to the following terms and conditions:

A. Gorman, its contractors, agents and assigns, shall have the full and free use of said easement area to perform the herein described Work, and shall have all rights and privileges reasonably necessary to perform said Work, including the right to use adjoining land, but only where and when necessary.

B. Gorman shall have the right to trim, cut and remove any vegetation, fences, structures or other obstructions within the area of Work shown on Exhibit A, deemed by Gorman to interfere with the proper and efficient construction, grading or landscaping shown on said exhibit.

C. This temporary grading and construction easement shall terminate on completion of the Project and full bond release by The Town for the Project.

2. Gorman agrees to perform the following work (the "Work") for the benefit of the Town:

(a) Supplement the existing vegetation on the Town Property to better provide a landscaped screen of Villages of Haymarket, all in accordance with the landscape plan attached as Exhibit A ("Landscaping Plan"). In the event that any planting installed on the Town Property pursuant to the Landscaping Plan dies within one (1) year following installation, Gorman agrees to replace the dead planting. Notwithstanding the foregoing, Gorman shall have no obligation to replace plantings if the dead plantings occur as a result of the Town's failure to provide adequate maintenance or irrigation of the plantings following installation by Gorman.

(b) Gorman shall indemnify and hold harmless The Town for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against The Town, which are proximately caused by the Work identified herein. In the event such a claim is asserted against The Town, the Town shall promptly notify Gorman, who shall defend at its own expense, any suit based on such claim. If any judgment or claims against The Town shall be rendered by a court of competent jurisdiction, Gorman shall pay all costs and expenses in connection therewith.

3. All Work performed by Gorman hereunder shall be completed in good workmanlike manner and in accordance with all applicable Town and other applicable governmental requirements, permits and approvals. The Work shall be commenced and completed within a one year time period, after issuance of the applicable approvals and permits for (i) the Town Work and (ii) the Project. The Work will be guaranteed by Gorman through a performance bond or landscape escrow posted with the Town.

4. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (a) personally delivered with signed and dated receipt, (b) delivered by overnight commercial courier (provided that a signed and dated return is obtained), or (c) mailed by certified mail, return receipt requested, first class, postage prepaid, addressed as follows:

If to Gorman: Michael J. Gorman  
Oak Ridge Communities  
P.O. Box 1748  
Leesburg, VA 20177-1748

If to the Town: Gene Swearingen, Town Manager  
Town of Haymarket, Virginia  
P.O. Box 1230  
Haymarket, VA 20168

Each party shall be responsible for notifying the other party of any change of party or address for notification.

5. This Agreement (including all Exhibits hereto) contains the full and final agreement between the parties hereto with respect to the subject matter hereof. The parties hereto shall not be bound by any terms, conditions, statements or provisions not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by both parties. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns, and shall be construed in accordance with the laws of the Commonwealth of Virginia. Each party agrees to execute any documents which may be reasonably required in order to effectuate the terms of this Agreement.

6. General Provisions.

(a) No restriction, condition, obligation or provision of this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

(b) This Agreement shall not be modified except by an instrument duly executed by all parties.

(c) Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement. The prevailing party in any litigation or other proceeding initiated to enforce any provision of this Agreement shall be entitled to recover from the other party its reasonable costs and attorneys fees.



(d) Each party represents and warrants that it has full power and authority to execute and deliver this Agreement, without notice to or the consent of any person or entity not a party to this Agreement, and that all persons that have executed this Agreement on its behalf are duly authorized to do so and to bind such party in accordance with its terms.

(e) This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

(f) The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, partnership, or other similar relationship among the parties.

(g) The Recitals set forth in this Agreement and the Exhibits attached to this Agreement are incorporated in and made part of this Agreement.

(h) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Gorman and the Town have executed this Agreement as of the date first written above.

GORMAN FAMILY INVESTMENT, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of GORMAN FAMILY INVESTMENT, L.L.C., whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

TOWN OF HAYMARKET, VIRGINIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE WILLIAM, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as Mayor of the TOWN OF HAYMARKET, VIRGINIA, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

**Exhibit A**

[Landscape Buffer Exhibit]

THIS DEED OF DEDICATION, SUBDIVISION, EASEMENT, SUPPLEMENTARY DECLARATION AND VACATION ("Deed") made this \_\_\_\_ day of \_\_\_\_\_, 2012, by GORMAN FAMILY INVESTMENT, L.L.C., a Virginia limited liability company ("Owner") (Grantor and Grantee); NEW SALEM OF VIRGINIA, INC., a Virginia corporation, Trustee ("Trustee") (Grantor and Grantee); WELLS FARGO BANK, N.A., successor by merger to WACHOVIA BANK, N.A., Beneficiary ("Beneficiary") (Grantor and Grantee); THE TOWN OF HAYMARKET, VIRGINIA, a municipal corporation ("Town") (Grantor and Grantee); the PRINCE WILLIAM COUNTY SERVICE AUTHORITY, a body corporate and politic ("Authority") (Grantor); and VILLAGES OF HAYMARKET HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation ("Association") (Grantee for indexing purposes only).

WITNESSETH:

WHEREAS, Owner is the owner of a certain parcel of land situate in the Town of Haymarket, Prince William County, Virginia, with GPIN NO. 7397-09-8232 (the "Property"), more particularly shown on the attached plat, having acquired said Property by a Deed recorded as Instrument No. 200608100117853, among the land records of Prince William County, Virginia ("Land Records"); and

WHEREAS, Owner desires to grant and convey certain property to the Town and to dedicate same for public street purposes, as more particularly described and shown on the attached plat entitled "VILLAGES OF HAYMARKET - PHASE II Record Plat", dated May 21, 2012, and prepared by The KDL Group, LLC of Haymarket, Virginia (the "Plat"); and

WHEREAS, Owner desires to subdivide the Property into lots in accordance with this Deed and the Plat; and

WHEREAS, Owner desires to grant and convey unto the Town the storm drainage easement in the location as shown on the Plat; and

WHEREAS, the Owner, as Declarant under the Declaration for Villages of Haymarket recorded among the Land Records as Instrument No. 200201090003887, as amended from time

to time (the "**Declaration**"), having acquired the declarant rights by Transfer of Declarant Rights recorded as Instrument No. 201109120075153, among the Land Records, desires to submit a portion of the property as hereinafter described to the terms and conditions of the Declaration, in accordance with the provisions for submission of additional property as set forth in the Declaration; and

WHEREAS, it is the desire and intent of the Town to vacate that portion of the sight distance easement shown on the Plat and labeled thereon as "Ex. Sight Distance Easement Inst. #200201090003889 (Portion Hereby Vacated)" (the "Existing Sight Distance Easement"), being part of the sight distance easement acquired by the Town by deed recorded as Instrument No. 200201090003889, among the Land Records; and

WHEREAS, it is the desire and intent of the Authority to vacate the waterline easement shown on the Plat and labeled thereon as "Ex. 15' Waterline Easement D.B. 1738 PG. 1336 (Hereby Vacated)" (the "Existing Waterline Easement"), being the waterline easement acquired by the Authority by deed recorded in Deed Book 1738, at page 1336, among the Land Records.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby convey in fee simple, with General Warranty, to the Town, its successors and assigns, that portion of the land containing 4,362 sq. ft. and designated as "HEREBY DEDICATED FOR PUBLIC STREET PURPOSES" as shown on the Plat, attached hereto and made a part hereof, and does hereby dedicate same for public street purposes.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby subdivide the Property, containing 0.72 acre, into lots to be known as Lots Forty-eight (48) through Fifty-two (52), inclusive, VILLAGES OF HAYMARKET – PHASE II, in accordance with the Plat.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby

acknowledged, Owner does hereby grant and convey unto the Town, its successors and assigns, and unto the Association, with General Warranty, a storm drainage easement in the location as shown on the Plat. The easement shall run with the land and is for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm drainage lines, or other drainage facilities, plus necessary inlet structures, including other appurtenant facilities, for the transmission and distribution of storm waters through, upon, and across the property of the Owner; said property and easement being more particularly bounded and described on the Plat attached hereto. This easement shall grant to the appropriate Town authorities the right, but not the obligation, to enter upon the property which is the subject of this easement for the purposes of inspecting, maintaining, enlarging or replacing any storm water management apparatus or facility which is installed upon or beneath the land which is the subject of this easement. This easement shall grant to the Association the right to enter upon the property which is the subject of this easement for the purposes of inspecting and maintaining any storm drainage apparatus or facility within said easement.

Said easement being SUBJECT to the following conditions:

1. All appurtenant facilities which shall be installed in the easement and right-of-way shall be and remain the property of the Town, its successors and assigns.
2. The Town and its agents shall have full and free use of the said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement including the right of access to and from the right-of-way, and the right to use abutting land adjoining the easement where necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction or maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such abutting land.
3. The Town and its agents shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being

conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said storm drainage facility; provided, however, that the Town, at its own expense, shall restore as nearly as possible, the premises to their original condition; such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, the reseeded and resodding of lawn and pasture areas, but not the replacement of structures, trees, or other obstructions.

4. The Owner reserves the right to make any use of the easement herein granted, provided, this use does not interfere with the flows of the natural storm drainage or adversely affect other properties or interfere with the use of the storm easement by the Town for the purposes named, or be inconsistent with any other right herein conveyed; also provided, that the Owner, its successors and assigns, shall not erect any building, fence or other structure on the easement granted to the Town without obtaining the prior written approval of the Town.

5. The Association shall be responsible for the maintenance of all drainage, storm water management and best management practices facilities and systems to ensure that they function properly.

Subject to other limitations, the fee title owner may landscape the easement to include vegetation, signs and fences provided that drainage and the Town's or Association's ability to access the easement is not compromised and that the Town is not in any way responsible for the repairs of these landscape items even if damaged by Town forces. The Town or Association shall make the sole determination if such landscape items interfere with drainage, subject to reasonable engineering practice.

Any grant to the Town under this Deed, and any associated duty, may be conveyed unilaterally by the Town, in whole or in part, to an appropriate governmental unit or entity, authority, district or utility company and the Town shall have no further obligation for that interest conveyed.

**THIS DEED FURTHER WITNESSETH:** That the Owner does hereby create and establish a ten (10) foot wide landscape buffer yard as shown on the Plat. Owner agrees for

itself, and for its successors in title, that no improvements or structures may be constructed within the landscape buffer area without the express written plan approval or authorization by the Town. Land within this landscape buffer area shall be open area or landscaped and may only be used for structures, uses or other facilities, as permitted by the Town of Haymarket Ordinances or by written approval from the Town.

THIS DEED FURTHER WITNESSETH: That the Owner hereby vacates that portion of the easement shown on the attached Plat as "Portion Hereby Vacated" and being a portion of the Existing Sight Easement previously dedicated by deed recorded as Instrument No. 20201090003889. The consent and approval of the Town to such vacation is shown by the signatures and seals affixed to the attached Plat and to this Deed.

THIS DEED FURTHER WITNESSETH: That the Owner hereby vacates that the easement shown on the attached Plat as "Hereby Vacated" and being the Existing Waterline Easement previously dedicated by deed recorded in Deed Book 1738, at page 1336. The consent and approval of the Authority to such vacation is shown by the signatures and seals affixed to the attached Plat and to this Deed.

THIS DEED FURTHER WITNESSETH, that the Owner, with the consent and joinder of the Trustees, does hereby subject Lots Forty-eight (48) through Fifty-two (52), inclusive, VILLAGES OF HAYMARKET – PHASE II, to the terms and conditions of the Declaration.

THIS DEED FURTHER WITNESSETH: That the Trustees and Beneficiary, by their signatures affixed hereto, do hereby consent to and release and discharge from the lien of the Deed of Trust that portion of the Property dedicated for public street purposes, and do hereby subordinate the lien of the Deed of Trust to the easements granted herein as shown on the Plat. In all other respects, said Deed of Trust shall continue in full force and effect.

By their signatures hereto, all parties join in the execution of this Deed to acknowledge their consent to the terms and conditions herein expressed and their acceptance to the rights of way herein conveyed, and to the vacations of easements.



WITNESS the following signatures and seals:

GORMAN FAMILY INVESTMENT, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of GORMAN FAMILY INVESTMENT, L.L.C., whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

NEW SALEM OF VIRGINIA, INC.,  
TRUSTEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of NEW SALEM OF VIRGINIA, INC., TRUSTEE, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

WELLS FARGO BANK, N.A.,  
BENEFICIARY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of WELLS FARGO BANK, N.A., BENEFICIARY, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

TOWN OF HAYMARKET, VIRGINIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE WILLIAM, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as Mayor of the TOWN OF HAYMARKET, VIRGINIA, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE WILLIAM, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of PRINCE WILLIAM COUNTY SERVICE AUTHORITY, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_



---

TO: Town of Haymarket Planning Commission  
SUBJECT: Zoning Text Amendment - Funeral Home & Crematory Use in B-1  
DATE: 12/10/12

---

**ATTACHMENTS:**

- 12-10-12 Funeral Home ZTA PC cover memo(PDF)
- 11-02-12 Applicant ZTA Filing - funeral home (PDF)




---



---

**INTEROFFICE MEMORANDUM**

---



---

**TO:** CHAIRMAN AND MEMBERS OF THE PLANNING COMMISSION

**FROM:** GENE SWEARINGEN

**SUBJECT:** APPLICATION FOR ZONING TEXT AMENDMENT – MORTUARY, FUNERAL HOME USE AND CREMATORY USE IN THE B-1 ZONING DISTRICT

**DATE:** 12-10-12

**CC:** STAFF

---

At its November Meeting, the Town Council adopted a resolution of intent to amend Chapter 58 of the Town Code (Zoning) to consider a Zoning Text Amendment Application to permit “Mortuary, funeral home” use by-right within the B-1 zoning district as well as permit “Crematory” use by special use permit. Pursuant to Section 58-425 of the Zoning Ordinance, the Town Council forwarded the application to the Planning Commission for consideration. The Commission has 65 days from the first meeting after the item has been referred to forward the application to Council for action. The Commission may recommend approval, denial, or may recommend draft amendments.

**BACKGROUND**

The application was submitted by John Foote on behalf of Cifford Blasius and McGraw’s Corner, LLC, and is specific to establishing a mortuary, funeral home use at 14850 Washington Street; however, the amendment would permit the proposed uses generally within the district (i.e. not limited to the site). A narrative explaining the proposal is attached.

As noted in the Town Council resolution, the Planning Commission is to consider whether the amendments are in furtherance of the public necessity, convenience, general welfare, and good zoning practice; to consider whether these amendments are consistent with the Town’s Comprehensive Plan; to consider the impact of these amendments on the services, character, and needs of the community; and to prepare draft amendments for consideration.

Section 58-429 further states the proposed amendments shall be considered with reasonable consideration of the following matters.

- (1) Existing use and character of the area;
- (2) Suitability of the property for various uses;
- (3) Trends of growth or change;
- (4) Current and future requirements of the town as to land for various purposes as determined by population and economic studies and other studies;
- (5) Transportation requirements of the community and the town's requirements for parks, playgrounds, recreation areas, other public services, or the conservation of natural resources and preservation of floodplains; and
- (6) Conservation of properties and their values and the encouragement of most appropriate use of land throughout the town.

The Ordinance also states that the above considerations shall include but are not limited to comprehensive plans or their parts, capital improvement programs, relation of development to roads and construction programs, and the proximity of the development to utilities and public facilities.

## COMPREHENSIVE PLAN

The B-1 zoning district encompasses a land area planned as two distinct land use patterns: Neighborhood/Town Center and Transitional Commercial. The Comprehensive Plan's guidance regarding the development of these planned areas is as follows (*excerpt from Chapter 3.4, Land Use Plan*):

*“Continued scattered commercial development in the Town, with resultant problems such as parking, traffic congestion and noise, should be discouraged. To accommodate future commercial development the plan recommends that major commercial growth be limited to those areas designated as the Neighborhood/Town Center, Transitional Commercial and the Planned Interchange Park. These areas are located primarily along Washington Street which should be promoted as the Town’s “main street”. Consideration should be given to the addition of a restricted commercial district zone along Washington Street east of the Town Center to create a more cohesive mix of low intensity commercial uses either in existing historic structures or new structures consistent with styles that reflect a post-Civil War era.*

*Neighborhood/Town Center – Development of a center within the Town is proposed to provide a convenient focus for community activities and services such as neighborhood stores, offices and restaurants. A cluster of dwellings, stores, and local institutions has grown at the intersection of Washington Street and Jefferson Street as a result of convenient location, traffic flow, and nearby residential development. In addition, some portions of Washington Street west from the intersection of Washington Street and Hunting Path are proposed as*

*Neighborhood/Town Center commercial areas with a visual connection of brick sidewalks and period street furniture.*

*Features of community development needed to strengthen Haymarket’s Town Center include:*

- 1. Provisions for expansion of retail stores and offices serving Town residents in a manner consistent with an appropriate village character for the Center;*
- 2. Provision of additional off-street parking and loading facilities to serve commercial development, including a public parking lot to limit parking needs at individual sites;*
- 3. Preservation of architecturally significant structures including older residential and commercial structures as well as the Old Town Hall and Old Post office buildings;*
- 4. Beautification activities including additional landscaping, new street furniture (lights, benches, trashcans) and brick sidewalks;*
- 5. The elimination of distracting signs;*
- 6. Repair and improve maintenance of sidewalks serving the residents adjacent to the Town Center;*
- 7. The construction of new structures that are carefully integrate with older, existing buildings and do not overpower the existing Street-scape or pose a threat to the center’s character.*

*Transitional Commercial – The Plan calls for low-intensity commercial uses to serve as a distinct transition between low and moderate density residential areas and high intensity commercial uses within the neighborhood/Town Center and Planned Interchange Park. Conversions of existing residential structures to commercial uses are encouraged and should continue the open, small town atmosphere and sense of place. New structures or additions to existing structures should be permitted under the guidance of the Architectural Review Board and should take into account the impact of parking, lighting, and screening requirements of commercial uses when adjacent to planned residential areas. A zoning ordinance amendment implementing this land use area is anticipated following the adoption of this plan.”*

## B-1 ZONING DISTRICT – PURPOSE AND INTENT

Section 58-176 of the Zoning Ordinance states the intent of the B-1 zoning district as follows:

*“The town center district B-1 provides primarily for retail shopping and personal services uses to be developed either as a unit or in individual parcels oriented to attracting pedestrian shoppers, tourism and local convenience. Recognizing the economic value of the existing historical area, it shall further be the intent of the district to encourage the retention and rehabilitation of structures and uses in the district that have historic and/or architectural significance. The range, size, hours of operation, lighting, signs and other developmental aspects of permitted uses may be limited in order to enhance the general character and historic nature of its compatibility with its residential surroundings.”*



RECOMMENDATION

It is recommended that the Planning Commission give consideration of the above-mentioned matters for consideration, applicable land use policy, and B-1 Zoning District intent. It is also recommended that the commission evaluate the impact and compatibility of the proposed uses to those uses permitted within the B-1 zoning district and those land uses that abut the B-1 zoning district. Lastly, it is recommended that the commission also review the applicable minimum off-street parking standards. Pursuant to Section 58-11(7), at least 10 parking spaces are required. The Ordinance otherwise requires commercial buildings to provide one parking space for each 200 square feet of business floor space in a building.

DRAFT MOTION(S)

1. I move that the Planning Commission forward the application to a future meeting for further consideration.

Or,

2. I move that the Planning Commission forward the application with a recommendation of [approval] [denial] based on the following findings: \_\_\_\_\_.

Or,

3. I move an alternate motion



WALSH COLUCCI  
LUBELEY EMRICH  
& WALSH PC

John H. Foote  
(703) 680-4664 Ext. 5114  
jfoote@pw.thelandlawyers.com  
Fax: (703) 680-2161

November 2, 2012

Mr. Gene Swearingen, Town Manager,  
Mr. Marchant Schneider, Town Planner  
Town of Haymarket  
P. O. Box 1230  
Haymarket, Virginia 20168

Re: Application for Zoning Text Amendment

Dear Messrs. Swearingen and Schneider:

This firm represents Clifford Blasius and McGraw's Corner, LLC, in connection with their request that the Planning Commission and Council consider amendments to the Town's Zoning Ordinance that would permit construction of a funeral home in the Town's B-1 District. McGraw's Corner is soon to be under contract to acquire a property in that District. As you can see from the draft of that contract attached, purchase would be contingent upon approval of zoning text amendments to permit the desired use of the property.

Mr. Blasius has long and successful experience in this essential business. Most recently, he was the owner/manager of the Blasius-Baker Funeral Home in Old Town Manassas, adjacent to residential and commercial uses, where he operated for many years until he sold that company. He wishes to re-enter the business, and after much analysis has determined that the need for the services of a funeral home is greatest in the Gainesville/Haymarket area. There are, indeed, presently no such facilities in the area.

For purposes of comparison, most jurisdictions in which this firm works, including as examples Prince William, Stafford, and Fairfax Counties, the cities of Manassas and Fairfax, and the Towns of Occoquan, Herndon, and Front Royal permit funeral homes as a use by right in one or more of their commercial districts, in recognition they are business operations with minimal impact on a locality, and that are fundamentally identical to other business uses.<sup>1</sup> They present no adverse effects on surrounding businesses or residences, and increase the taxable value of the

<sup>1</sup> We note that most Virginia jurisdictions appear to use the term "funeral home," rather than "mortuary." The terms do not have a significant difference in meaning, and both are proposed in the text provided.

Mr. Gene Swearingen  
Mr. Marchant Schneider  
November 2, 2012  
Page | 2

real property on which they are located. They are, in short, good neighbors providing a service that, unless the laws of nature have been repealed, all need in the fullness of time, and that are participating taxpayers and citizens.

The application submitted proposes the addition of the necessary definitions, and the inclusion of the appropriate uses, including the inclusion of a crematory as a special use, it should be understood that the applicant does not propose a crematory and has no present plans for such a facility. Because such services are today often associated with funeral homes, however, we suggest that the Town consider providing for them but only by special use permit.

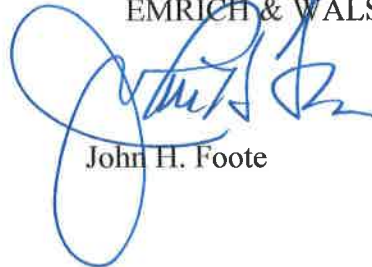
We also note that although the current Town Zoning Ordinance does not provide for funeral homes, mortuaries, or crematoria, there is, interestingly, a provision in § 58-11(7) of the Ordinance regulating minimum off-street parking for mortuaries, requiring at least ten parking spaces.

Because we have had long experience in the development of ordinance amendments, we are also attaching for the Council's convenience a proposed initiating resolution that comports with the requirements of Virginia law for the commencement of the zoning text amendment process.

We are pleased to submit this application on our clients' behalf, and pleased as well to discuss this with you, the Commission, and the Council. We appreciate the Town's cordial consideration of this proposal.

Very truly yours,

WALSH, COLUCCI, LUBELEY,  
EMRICH & WALSH, P.C.



John H. Foote

JHF/jf

cc: Clifford Blasius



- Check Appropriate Item(s):
- Amendment to Zoning Map
  - Zoning Text Amendment

Office Use Only

Date Received: \_\_\_\_\_

Application Number: \_\_\_\_\_

Fees Received: \_\_\_\_\_

**Part 1** – to be completed by **ALL** applicants

**1-A Identification of Property** – For zoning text amendments, this is the property in which the applicant has an interest, which will be affected by the text change. For zoning map amendments, it is the land, which is covered by the application.

- 1) Number and Street: 14850 Washington ST. HAYMARKET, VA
- 2) Present Zoning: B1 3) Acres: 2.1662
- 4) Legal Description of Property (Omit for zoning text amendment) – Attach if necessary.

**1-B Property** – (Omit for zoning text amendments)

- 1) The deed restrictions, covenants, trust indentures, etc. on said property are as follows (or copy attached); if NONE, so state: \_\_\_\_\_
- 2) a) Has this property or any part thereof ever been considered for Variance, Special Use, Appeal of Administrative Decision or Amendment to the Zoning District Map before?
  - YES  NO
  - b) Date: \_\_\_\_\_ c) Former Application No. \_\_\_\_\_
  - d) What was the disposition of the case? \_\_\_\_\_
  - e) Former Applicant Name: \_\_\_\_\_
  - Former Address: \_\_\_\_\_
  - Former Phone: \_\_\_\_\_

**1-C Identification of Applicant** – All applicants must have standing (an interest in property that will be directly affected by requested action)

- 1) Applicant Information:
  - Name: CLIFFORD C. BLASIUS JR.; Mc Graws Corner, LLC.
  - Address: 10544 Knollwood DR. MANASSAS, VA.
  - Phone Number: 703 330 8394(H) 703 489 4639(C)
- 2) Agent Information (if any):
  - Name: John H. Foote, Jessica Sacksteder, Haley Colucci, Lizabeth Environ + Health
  - Address: 4310 Prince William Parkway # 300, Prince William, VA 22192
  - Phone Number: 703 680 4664

3) Owners of all property included in this application (omit for zoning text change):

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

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

Phone Number: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

*Not applicable*

4) If applicant is a Land Trust or Partnership or if the subject property is owned or controlled by a Land Trust or Partnership, List name and interest of ALL Land Trust Beneficiaries or Partners and attach evidence that the person submitting the application on behalf of the Land Trust or Partnership is authorized to do so.

Trustee/Partner Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Interest: \_\_\_\_\_

\_\_\_\_\_

Beneficiary/Partner Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Interest: \_\_\_\_\_

\_\_\_\_\_

Beneficiary/Partner Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Interest: \_\_\_\_\_

\_\_\_\_\_

*Not applicable*

5) Does the applicant have a proprietary interest in the land or land improvements?  YES  NO (In the case of a zoning text amendment, this means at least one parcel of land is subject to the text change)

If YES, state interest and attach documentation: \_\_\_\_\_

\_\_\_\_\_

If NO, state what interest otherwise qualifies the applicant to apply:

*The applicant proposes to purchase the property identified above, for business use.*

6) Names of the owners of improvement(s) on the property in this application if different from above: (Omit for zoning text amendment)

*See K attached.*

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

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

Phone Number: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

*Not applicable*

7) If the applicant is a corporation, attach the evidence that the person submitting the application on behalf of the corporation is authorized to do so.

*Please see the attached.*

**Part 2** – Complete **ONLY** portion(s) pertaining to your case. (as checked at top of Page 1)

**2-A Rezoning** – (Amendment to the zoning district map) – Applications for Amendments to the Zoning District Map are heard by the Planning Commission which makes a positive or negative recommendation to the Town Council. Only the Town Council has authority to grant or deny amendments to the Zoning District Map.

- 1) a) Existing Zoning: \_\_\_\_\_ b) Proposed Zoning: \_\_\_\_\_  
 c) Existing Use: \_\_\_\_\_  
 d) Proposed Use: \_\_\_\_\_
- 2) a) The following are submitted with this application:  
 Preliminary Site Plan  Rendering or Perspective  Other  
 b) Are there any land use intensity (LUI) requirements?  YES  NO  
 c) Attach brief justifying this request. This brief should include an analysis of how the rezoning application is supportive or not supportive of relevant goals, objectives, policies or programs in the Comprehensive Plan. (Staff will assist.)

**2-B Zoning Text Amendment** – Applications for amendments to the zoning text are heard by the Planning Commission, which makes a recommendation to the Town Council. Only the Town Council has the authority to change the zoning text, which is done by passing an amendment to the Town Code.

- 1) What section(s) of the Town Code is proposed to be amended? \_\_\_\_\_  
*Zoning Definitions; § 58-177; § 58-178*
- 2) What is the nature of the proposed change? \_\_\_\_\_  
*Please see the attached narrative*
- 3) Attach the exact language suggested by the application to be added, deleted, or changed in the Town Code.
- 4) Attach a written statement which justifies the proposed change. The statement should also identify potential positive and negative impacts (if any) of the proposed change to the applicant's property, nearby properties, and the entire community if the application is approved or if it is denied.

**Part 3** – To be completed by ALL applicants

**AFFIDAVIT** – This part of the application must be notarized. Do not sign until in the presence of a Notary Public.

- 1) To the best of my knowledge, I hereby affirm that all information in this application and any attached material and documents are true:
  - a) Signature of **applicant**: *Clyff C. Blasing*
  - b) Signature of **agent** (if any): \_\_\_\_\_
  - c) Date: 10/25/12
- 2) a) Signed and sworn before me this: 10/25/12  
 b) Signature of **Notary**: *Laura Ellen Blades*  
*my Commission Expires 9/30/14*



Please read the following sections of the Haymarket Town Code for information on the procedures for zoning text amendment and zoning map amendment petitions:

PLEASE SEE THE FOLLOWING PAGE, THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

**Sec. 58-422. Amendments generally.**

Whenever public necessity, general welfare or good zoning practice requires, the council may by general ordinance amend, supplement or change the regulations, restrictions, district boundaries or classification of property established in this chapter by majority vote, provided that no such action may be taken until after at least one public hearing has been held in relation to such action as provided by Code of Virginia, § 15.2-2204, as amended, at which parties of interest and citizens shall have an opportunity to be heard. Any such amendment may be initiated by petition of any property owner addressed to the council, by resolution of the council or by motion of the planning commission in the following manner:

- (1) **Property owner petition.** By filing with the town clerk a petition of any owners of land proposed to be rezoned. The petition shall be addressed to the town council and shall be on a standard application form signed by the owner or his agent, accompanied by three copies of metes and bounds description and the plat of the property proposed for rezoning, a conflict of interest statement, a fee to be determined in accordance with the fee schedule adopted by the town council, and a narrative addressing compatibility of the request with the adopted comprehensive plan and its goals and objectives. When the petitioner desires to submit, or the application contains conditions proffered in accordance with Code of Virginia, § 15.2-2297, as amended, the application shall contain the conditions and the following statement: "I hereby proffer that the development and/or use of the subject property of this application shall be in strict accordance with the conditions set forth in this submission, unless an amendment thereto is mutually agreed upon by the town council and the undersigned."
- (2) **Town council resolution.** By the adoption by the council of a resolution of intention to amend, which resolution upon adoption shall be referred to the commission for consideration pursuant to Code of Virginia, § 15.2-2285, as amended.
- (3) **Planning commission resolution.** By the adoption by the commission of a resolution of intention to propose an amendment.  
(Ord. of 2-20-1989)

**Sec. 58-423. Conflict of interest.**

When a zoning application is filed by a property owner, such petition shall be sworn to under oath before a notary public, stating whether any member of the council or the commission has an interest in such property, whether individually, by ownership of stock in a corporation owning such land or by partnership, or whether a member of the immediate household of any member has such interest. For the purpose of this section, own or have any interest in shall mean being a holder of ten percent or more of the outstanding shares of stock in or serving as a director or officer of any corporation owning such land, directly or indirectly, by members of his immediate household.  
(Ord. of 2-20-1989)

**Sec. 58-424. Notice of hearings.**

The commission shall not recommend nor the council adopt any plan, ordinance or amendment, change in district boundaries or classification of property until the notice and public hearing requirements as required by the Code of Virginia have been satisfied.  
(Ord. of 2-20-1989)

**Sec. 58-425. Review and action.**

- (1) In accordance with Code of Virginia, tit. 15.2, proposed amendments to this chapter, changes in district boundaries or classifications of property shall be referred to the planning commission for its recommendation. The commission, in review of the proposal, shall consider the nature of the request, its consistency with the comprehensive plan, and the impact of such request on the services, character and needs of the community. Any request submitted to the planning commission must be forwarded to the council for action within 65 days of the first commission meeting of which the request appeared as an agenda item. Failure of the commission to act within 65 days shall be deemed no recommendation by the commission, and the town clerk shall forward the request to the council for action. The commission and the town council shall each hold at least one public hearing prior to the council's action. Such public hearings may, with the consent of both



bodies, be held during a joint session when advertised in accordance with section 58-424. The town council shall render a decision on an applicant's request not later than one year after the date the application for amendment was filed with and accepted by the town clerk.

- (2) All requests must be accepted by the town, in accordance with all land use policy memos, a least twenty days prior to the next regularly scheduled meeting of the planning commission to appear as an agenda item at that meeting.  
(Ord. of 2-20-1989)

**Sec. 58-426. Limitation on refiling of petition following denial.**

Upon denial of any petition to change a zoning district, no further petition concerning any or all of the same property for amendment to the same zoning district as applied for in the petition denied shall be filed within one year of such denial.  
(Ord. of 2-20-1989)

**Sec. 58-427. Withdrawal of petition.**

An application for an amendment may be withdrawn at any time; provided that, if the request for withdrawal is made after the notice of public hearing, no application for the reclassification of any or all of the same property shall be filed within six months of the withdrawal date. There shall be no refund of fees in the case of a withdrawal.  
(Ord. of 2-20-1989)

**Sec. 58-428. Deferral upon request of applicant.**

Nothing in this article shall deny the applicant the consideration to request deferral of his petition. However, any request for deferral must be submitted in writing nine days prior to any scheduled meeting or public hearing affecting the application in question; and the commission or council, upon receipt of such request, must agree that such deferral may allow for the production of substantial information affecting the appropriateness of the request with the comprehensive plan.  
(Ord. of 2-20-1989)

**Sec. 58-429. Matters to be considered in reviewing proposed amendments.**

Proposed amendments shall be considered with reasonable consideration for the:

- (1) Existing use and character of the area;
- (2) Suitability of the property for various uses;
- (3) Trends of growth or change;
- (4) Current and future requirements of the town as to land for various purposes as determined by population and economic studies and other studies;
- (5) Transportation requirements of the community and the town's requirements for parks, playgrounds, recreation areas, other public services, or the conservation of natural resources and preservation of floodplains; and
- (6) Conservation of properties and their values and the encouragement of most appropriate use of land throughout the town.

These considerations shall include but are not limited to comprehensive plans or their parts, capital improvement programs, relation of development to roads and construction programs, and the proximity of the development to utilities and public facilities.  
(Ord. of 2-20-1989)

**Sec. 58-430. Conditions as part of rezoning or zoning map amendment.**

A landowner may voluntarily proffer in writing reasonable conditions, prior to a public hearing before the council, in addition to the regulations provided for the zoning district or zone by this chapter, as a part of a rezoning or amendment to a zoning map, provided that the rezoning itself gives rise to the need for the conditions, such conditions have a reasonable relation to the rezoning, and all such conditions are in conformity with the comprehensive plan as defined in Code of Virginia, § 15.2-2223, as amended. Once proffered and accepted as part of an amendment to this chapter, such conditions

shall continue in effect until a subsequent amendment changes the zoning on the property covered by such conditions; however, such conditions shall continue if the subsequent amendment is part of a comprehensive implementation of a new or substantially revised zoning ordinance.  
(Ord. of 4-1-1996, § 1)

Secs. 58-431--58-465. Reserved.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**"), made this 1st day of November, 2012 by and between Ramsey Holdings, LLC, a Virginia limited liability company ("**Seller**") and McGraws Corner LLC ("**Purchaser**").

Seller is the owner of the premises and building located at 14850 Washington Street, Haymarket, Virginia 20169 ("**Property**"). Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Property on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants of Seller and Purchaser and for other good and valuable consideration the receipt and sufficiency of which Seller hereby acknowledges, Seller and Purchaser hereby agree as follows:

1) Agreement of Sale and Purchase. Seller hereby agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase from Seller, in fee simple absolute, under the terms and conditions hereinafter set forth, the Property, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto.

2) Description of the Property. The Property is located at 14850 Washington Street, Haymarket Virginia 20169, and is more particularly described as follows:

Beginning at a point in the northeasterly right of way line of Virginia Route 55 (John Marshal Highway), said point being the southeasterly corner of the Paxton Van Line, Inc Property, and the southwesterly corner of the parcel herein described; thence departing John Marshall Highway and with the Paxton Van Lines Inc. Property North 34 degrees 19' 38" E. 586.21 feet to a point in the line of the now or formerly M.S. Melton Estate; thence with the Melton Estate N 53 degrees 23' 08" E. 213.89 feet to an iron pipe found at the northwesterly corner of the Haymarket Baptist Church Property; thence with the Haymarket Baptist Church Property S. 35 degrees 56' 22" W. 350.80 feet to an iron pipe found at the northeasterly corner of the Kasbohm Property (Animal Clinic); thence with the Kasbohm property the following course and distances: S. 35 degrees 56' 22" W., crossing an iron pipe found at 234.16 feet, and being 236.16 feet in all to a point in the aforesaid northeasterly right of way line of John Marshall Highway; thence with John Marshall Highway N. 53 degrees 02' 32" W. 86.41 feet to the point of beginning containing 2.1662 acres.

Less and except that portion conveyed to the Town of Haymarket recorded at Instrument No. 201107070056080.

Parcel ID Number: 7397-09-1178

Property Address: 14850 Washington St., Haymarket, Virginia 20169

3) Closing. The closing and settlement of this Agreement ("**Closing**") shall take place on or before March 30, 2013, at U.S. Titles, Annandale, Virginia ("**Closing Agent**").

4) Purchase Price. Purchaser shall pay to Seller a total purchase price of [REDACTED] ("**Purchase Price**") for the Property.

5) Deposit. Upon the full execution and delivery of this Agreement, in exchange for Seller's agreement not to sell the Property to another during the term of this Agreement, the Purchaser shall deposit with Closing Agent a certified or cashier's check or wire transfer in the sum of [REDACTED] ("**Initial Deposit**"). Except as set forth in Paragraph 7 and 8 below, the Deposit is non-refundable. At the end of the Study Period (defined below) if this Contract has not been terminated, Purchaser shall deposit the additional sum of [REDACTED] with Closing Agent (the "**Additional Deposit**") and credited to Purchaser at Settlement or paid to Seller or Purchaser pursuant to the terms of this Contract. The term "Deposit" shall refer to the amounts paid to Closing Agent including the Initial Deposit, Additional Deposit, and all interest earned thereon (if any). In the event of any dispute between Purchaser and Seller regarding the disbursement or disposition of the Deposit, or in the event Closing Agent shall receive conflicting demands or instructions with respect thereto, Closing Agent shall withhold such disbursement or disposition until otherwise instructed by both of the parties or until directed by a court of competent jurisdiction. Purchaser and Seller hereby jointly and severally agree that, except as provided herein, Closing Agent shall incur no liability whatsoever in connection with its good faith performance under this Agreement. Purchaser and Seller hereby jointly and severally release and waive any claims they may have against Closing Agent that may result from its performance in good faith in its functions under this Agreement. Closing Agent shall be liable only for loss or damage caused by its, or any of its officers' or employees', acts of gross negligence or willful misconduct while performing as Closing Agent.

6) Payment of Purchase Price. The Purchase Price shall be paid at Closing by cashier's check or wire transfer, of which the Deposit shall be a part, less deductions and prorations, if any, required by this Agreement.

7) Study Period. This Agreement shall be conditioned upon and contingent upon Purchaser having 90 days from the date of final acceptance of this Agreement to conduct a study of the Property ("**Study Period**"). Purchaser shall have the right to access the Property for conducting such engineering and other feasibility studies as it deems appropriate. At any time prior to the expiration of the Study Period, Purchaser shall have the right to terminate this Agreement and receive a return of the Deposit. Upon execution of this Agreement, Seller shall provide to Purchaser all engineering, surveys, title reports, and other studies that

Seller has in its possession or under its control concerning or relating to the Property. If Purchaser's tests and studies alter the condition of the Property, Purchaser shall restore the Property at the Purchaser's expense as nearly as possible to its condition prior to the entry of Purchaser and its agents. Purchaser shall indemnify and hold Seller harmless from and against all costs, expenses, and liabilities incurred by Purchaser in connection with the tests, studies and investigations conducted by Purchaser.

8) • Contingency. This Agreement is contingent upon approval by the Prince William County Board of Supervisors and the Town of Haymarket for the construction and operation of a full service funeral home/mortuary of a size acceptable to Purchaser. This Agreement is contingent upon Purchaser obtaining a land acquisition, development and construction loan commitment of not less than [REDACTED] at the then prevailing rates. Contingency shall expire on February 28, 2013.

9) Title. Seller will convey the Property with special warranty and title that is insurable by a licensed title insurance company with no additional risk premium, but subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any.

10) Property Owners' Association Disclosure. Seller represents that the Property (check as applicable) \_\_\_ is x is not located within a development which is subject to the Virginia Property Owners' Association Act (Section 55-508 through 55-516 of the Code of Virginia). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser. Purchaser may cancel this Agreement within 3 days after receiving the packet or being notified that the association disclosure packet will not be available. The right to receive the association disclosure packet and the right to cancel this Agreement are waived conclusively if not exercised before Closing.

11) Default and Remedies.

(a) If, prior to Closing, Purchaser shall default under this Agreement and such default has not been cured within five (5) business days after written notice given by Seller to Purchaser specifying the nature of such default or if, at Closing, Purchaser shall fail, refuse or be unable to purchase the Property in accordance with the terms and provisions of this Agreement, Seller shall be entitled to terminate this Agreement and any closing escrow and promptly receive the Deposit and Seller shall have all remedies available under law.

(b) If, prior to Closing, Seller shall default under this Agreement and default has not been cured within five (5) business days after written notice given by Purchaser to Seller specifying the nature of such default or if, at Closing, Seller shall fail, refuse or be unable to convey the Property to Purchaser in accordance with the terms and provisions of this Agreement, Purchaser shall be entitled, provided Purchaser is not in default hereunder, to elect any one of the following: (i) terminate its obligation to purchase and Seller's obligation

to sell the Property, and not proceed to Closing hereunder, whereupon Purchaser shall be entitled to cancel or terminate the closing escrow and receive a prompt return of the Deposit; or (ii) waive such default and proceed to Closing; or (iii) seek such other remedies as are available under Virginia law including, without limitation, specific performance.

12) Closing Costs. Seller shall pay the Virginia Grantor's Tax and a portion of the settlement fee not to exceed \$150.00. Purchaser shall pay state and local recordation taxes, the costs of examination of title and preparation of a survey if required, the premium of any title insurance policy purchased by Purchase, and all other settlement fees. Seller and Purchaser shall pay their own attorney's fees. Real estate taxes and condominium or homeowner association assessments shall be prorated and adjusted to the date of Closing.

13) Condition of Property, Sold "As Is"; Possession. At Closing, Purchaser shall take the Property in its "as is" condition without any representations or warranties of any kind. Seller assumes all risk of loss or damage to the Property by fire or other casualty until Closing. Seller makes no warranties whatsoever of the condition of the Property including, but not limited to, environmental conditions or availability of utilities. Purchaser, at its expense, is solely responsible for determining the condition of the Property and its suitability for Purchaser's purposes. Seller shall not deliver possession of the Property to Purchaser; recovery of possession being the sole responsibility of Purchaser.

14) Intentionally Omitted.

15) Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of Closing:

(a) Seller is authorized to sell the Property to Purchaser without the consent of any other person or entity; and

(b) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and Seller shall execute an affidavit to such effect in the form to be provided by Purchaser.

16) Representations and Warranties of Purchaser. Purchaser acknowledges that Seller is not making and has not made any representations, warranties or covenants with respect to the Property or otherwise. Purchaser purchases the Property solely on the basis of its own investigation of the condition of the Property, including any tenants or occupants. Other than as expressly set forth in this Agreement, neither Seller nor any of its agents, employees, members, managers, partners, officers, attorneys or other representatives have made, or will make, any representations, or warranties, express or implied, verbal or written, on which Purchaser may, or shall be entitled to, rely.

17) Brokerage. Each party warrants to the other that it has not dealt with any real estate broker or finder in connection with this transaction. Should any claim for a commission be established by any broker or agent, the parties hereby expressly agree to hold one another harmless with respect thereto to the extent that one or the other is shown to have been responsible for the creation of such claim.

18) Notice. Any notice to be given hereunder may be served upon the parties personally or served by registered or certified mail, addressed to the parties as follows:

If to Seller: Ramsey Holdings, LLC  
100 S. Fairfax Street  
Alexandria, Virginia 22314

with a copy to: William H. Casterline, Jr., Esquire  
Blankingship & Keith, PC  
4020 University Drive, Suite 300  
Fairfax, Virginia 22030

If to Purchaser: McGraws Corner, LLC  
Attn: Mr. Clifford C. Blasius Jr.  
10544 Knollwood drive  
Manassas, VA 20111  
Fax 703 257-1192  
Email: [ccblasius@yahoo.com](mailto:ccblasius@yahoo.com)

with copy to: Glenn H. Silver, Esquire  
10621 Jones Street, Suite 101  
Fairfax, Virginia 22030  
Fax: 703 591-5618  
Email: [ctbghs@aol.com](mailto:ctbghs@aol.com)

19) Binding Effect. Except as otherwise noted herein, this Agreement shall be binding upon and inure to the benefit of, and be enforceable by the heirs, assigns, and legal representatives of the parties hereto.

20) Miscellaneous.

(a) Entire Agreement. This instrument contains the entire agreement between the parties hereto with respect to the transaction contemplated hereby and shall not be changed or terminated except by written amendment signed by all of the parties.

(b) Governing Law. This Agreement shall be construed and interpreted in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Virginia.

(c) Separability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

(d) Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(g) Counterparts. This Agreement may be executed in a number of counterparts and all counterparts executed by the parties together shall constitute one and the same Agreement and it shall not be necessary for each of the parties to execute the other counterparts thereof.

[Signature Page to Follow]





11/02/12  
 09:02:22  
 LLCM3220 LLC DATA INQUIRY  
 LLC ID: S333578 - 5 STATUS: 00 ACTIVE STATUS DATE: 07/21  
 LLC NAME: MCGRAWS CORNER, LLC  
 DATE OF FILING: 07/21/2010 PERIOD OF DURATION: INDUSTRY CODE: 0  
 STATE OF FILING: VA VIRGINIA MERGER INDICATOR:  
 CONVERSION/DOMESTICATION INDICATOR:  
 P R I N C I P A L O F F I C E A D D R E S S  
 STREET: 10544 KNOLLWOOD DR  
 CITY: MANASSAS STATE: VA ZIP: 20111-0000  
 R E G I S T E R E D A G E N T I N F O R M A T I O N  
 R/A NAME: CLIFFORD C BLASIOUS JR  
 STREET: 10544 KNOLLWOOD DR  
 RTN MAIL:  
 CITY: MANASSAS STATE: VA ZIP: 20111-0000  
 R/A STATUS: 1 MEMBER/MANAGER EFF DATE: 07/21/10 LOC: 176 PRINCE WILLIAM  
 YEAR FEES PENALTY INTEREST BALANCE  
 12 50.00

(Screen Id:/LLC\_Data\_Inquiry)

## PROPOSED ZONING TEXT AMENDMENT

Amend the Town's Zoning Ordinance to add certain definitions and to amend the Use Regulations for the B-1 Town Center District as follows:

**Add the following definitions to be inserted into the Code in proper alphabetical location.**

*Crematory* means a place where bodies are consumed by incineration and the ashes of the deceased are collected for permanent burial or storage in urns.

*Funeral home* means a facility used for the preparation of the deceased for burial and the display of the deceased and ceremonies connected therewith before burial or cremation where permitted by special use permit, and may include storage of caskets, funeral urns, and other related funeral supplies and the storage of funeral vehicles.

*Mortuary* shall mean a place for the storage of dead human bodies prior to their burial or where permitted by special use permit, cremation.

**Amend Sec. 58-177. - Use regulations.**

A building or land in the B-1 district shall be used exclusively for one or more of the following uses:

- (1) Apartments as ancillary uses on the second floor of structures designed for other commercial uses; not more than 40 percent of the gross floor area of any structure may be devoted to apartment use.
- (2) Banks, drive-in or otherwise, so long as driveway space shall be provided off the street for all vehicles waiting for drive-in service.
- (3) Bakeries occupying not more than 3,000 square feet of floor area, and provided all products produced on the premises shall be sold at retail on the premises.
- (4) Barbershops or beauty parlors.
- (5) Catering or delicatessen businesses.
- (6) Dry cleaning or pressing pickup stations or shops occupying not more than 3,000 square feet of floor area.
- (7) Florists' shops.
- (8) Nursery schools, child care centers, kindergartens.
- (9) Offices, general business or professional.

(10) Pet shops or dog beauty parlors, provided that any workrooms, cages or pens are maintained within a completely enclosed, soundproof building.

(11) Public uses, including post offices, utility company offices and libraries.

(12) Private clubs, lodges or meeting halls, not to include those of an adult nature.

(13) Restaurants, but not with drive-in or fast food restaurants.

(14) Shoe repair shops occupying not more than 3,000 square feet of floor area.

(15) Service stations (with major repairs under cover).

(16) Shops for the sale, service or repair of home appliances, office machines, electrical, television and radio equipment occupying not more than 3,000 square feet of floor area.

(17) Stores or shops for the conduct of retail business of new merchandise, including the sale of accessories, appliances, beverages, books, carpets, clothing, drugs, fabrics, food, furniture, garden supplies, groceries, hardware, hobby supplies, office supplies, paint, saddlery supplies, sporting goods, stationery, and similar stores, but not including adult bookstores or adult mini motion picture theaters; but no shop may occupy more than 3,000 square feet of floor area.

(18) Studios for artists, photographers, teachers, sculptors or musicians.

(19) Sale of antiques and collectibles.

(20) Nonprofit, community service organizations.

(21) Veterinary hospitals (small animal).

(22) Farmer's Market

(23) Mortuary, funeral home

**Amend Sec. 58-178. - Special uses.**

The following uses shall be permitted in the B-1 district with a special use permit:

(1) Estate/liquidation auction sale.

(2) Outdoor craft and/or antique shows/sales.

(3) Parades.

(4) Carousels; games (as defined in section 14-9).

(5) Secondhand retail sales.

(6) Wire line telecommunications services not to exceed 5,000 square feet.

(7) Mobile office/classroom shall only be permitted with a special use license with the following restrictions:

a. For use as a classroom for a period of one year and must reapply for a special use permit for each additional year thereafter;

b. For use as an office for a period of six months and must reapply for an additional six months, with one year being the maximum for an office.

(8) Crematory.

**RESOLUTION OF THE HAYMARKET TOWN COUNCIL INITIATING  
CONSIDERATION  
OF PROPOSED ZONING TEXT AMENDMENTS**

WHEREAS certain amendments have been proposed to the Zoning Ordinance of the Town of Haymarket, Virginia, with respect to the provisions of the B-1 Commercial District, to add certain definitions relating to funeral homes or mortuaries, and to amend §§ 58-177 and -178 to permit such uses in that District, and

WHEREAS, the Town Council has determined pursuant to the provisions of Va. Code Ann. § 15.2-2286(A)(7) and § 58-422 of the Town's Zoning Ordinance that the public necessity, convenience, general welfare, and good zoning practices require due consideration of the merit of those proposed amendments,

NOW, THEREFORE BE IT RESOLVED that pursuant to the foregoing authority and provisions of the Haymarket Town Zoning Ordinance, the Town Council does hereby initiate consideration of the said amendments, in the form attached hereto and incorporated herein by reference and refers those proposed amendments to the Town Planning Commission for its recommendation thereupon, pursuant to law.



---

TO: Town of Haymarket Planning Commission

SUBJECT: Zoning Waiver Application

DATE: 12/10/12

---

The Town of Haymarket requests a waiver to Code Section 58-185 for 15020 Washington Street, Old Post Office building. Please see the request attached.

**ATTACHMENTS:**

- Old Post Office Request for Exception - Underground Utilities (PDF)

## **Request for Exception/Waiver**

### **Zoning Code Section 58-185. Underground Utilities**

**Haymarket Town Center  
Haymarket, VA 20169**

**December 10, 2012**

**Owner/Applicant:**      **Town of Haymarket, VA**

**Property:**                **15020 Washington Street  
Haymarket, VA 20169**

#### **Request for Exception/Waiver**

The property described above is a two-story building being renovated for use as a commercial establishment under the requirements of the B-1 Zoning District. This request is for an exception to, or waiver of, the requirement to install underground utility connections to the building. The reason for this request is the difficult topographical conditions which will require the removal of trees and shrubbery along the western border of the property and the cutting and replacement of approximately 20 to 30 feet of asphalt pavement.

The overhead utility connections will be approximately 16 feet above grade and approximately 40 feet in length from the existing power pole to the corner of the building. This location is identical to the previous location of the utility connection to the building until it was removed in April, 2012. The connection extends over a paved driveway and will be obscured from view by trees on the western edge of the property and the building itself to the east.

#### **The Project**

The Town of Haymarket is renovating the building, “The Old Post Office”, which is an historic landmark located in the heart of downtown Haymarket. Once renovated, the building will provide retail space fronting Washington Street.

The building is served by public water and sewer and does not have a connection to natural gas.

The location has adequate access and parking as part of the Haymarket “Town Center Property”. The driveway over which the utility connection will extend is expected to be closed to automobile traffic to allow walking access to the entrance on the western side of the building.

**Minimal Environmental Impact**

The overhead utility connections will be inconspicuous and will not impact the view of the property from Washington Street or from any other location on the Town Center Property. The connections will not impact storm water or other environmental standards.

All other requirements of the B-1 Zoning District will be met by the building.

An exception/waiver of the Town of Haymarket Code Section 58-185 Underground Utilities is hereby requested.

Respectfully Submitted,

Gene Swearingen  
Town Manager





---

TO: Town of Haymarket Planning Commission

SUBJECT: John Marshall Commons

DATE: 12/10/12

---



---

TO: Town of Haymarket Planning Commission  
SUBJECT: Comprehensive Plan  
DATE: 12/10/12

---



---

TO: Town of Haymarket Planning Commission  
SUBJECT: Zoning Text Amendments  
DATE: 12/10/12

---