Lunenburg Planning Office

Application for Conditional Use Permit for Non-Solar and Non-Utility Businesses

Case Number: ______(Office Use Only) Case Number:

Section 1
Applicant Name: Nelson P Jackson
Owner Name: Same
Owner Signature: Relays B. Juckson
Contact Name for Application: (Same) Nelson P Jackon
Physical and Mailing Address: 4275 Hwy 47
Chase City, VA 23924
Phone Number: (cell) 434 - 917 - 2918 (office) 434 - 372 - 5360
Email Address: jacksonsmhs@yahoo.com
Fax Number (if applicable):
Power of Attorney Name:
Power of Attorney Signature:
As owner or authorized agent of this property, I certify that this application is complete and accurate to the best of my knowledge, and I authorize the Lunenburg County representative(s) entry on the property for purposes of reviewing this application.
Section 2
Property Information
Parcel Number(s): 008-0A-0-56 - 11 parcels on Pine Rd & Simplicity
008-0A-0-52 - 7 parcels on Pine Simplicity
Area (ac./sq. ft.): 13.98 aC
Magisterial District: Pleasant Grove
Address: 11 Pine Rd, 12 Pine Rd, 17 Pine Rd, 21 Pine Rd, 52 Pine Rd
720 01 25 5 1 1 01 22 5 1 1 01 20 0 20 77 Pine Dd 30 Sinples
52 Pine Rd, 25 Simplicity Rd, 28 Simplicity Rd, 29 Pine Rd, 22 Pine Rd, 30 Simplicity
52 Pine Kd, 25 Simplicity Rd, 28 Simplicity Kd, 29 Pine Kd, 22 Pine Kd, og Simplicity Rd, 28 Simplicity Kd, 29 Pine Kd, 22 Pine Kd, og Simplicity Kd, 29 Pine Kd, 25 Pine Kd, og Simplicity Kd, 29 Pine Kd, 25 Pine Kd, og Simplicity Kd, 29 Pine Kd, og Simplicity Kd, 29 Pine Kd, og Simplicity Kd, 29 Pine Kd, og Simplicity Kd, og Simplicit
of stimple
Existing Zoning: Requested Use: RV Park - Temporary stay not 41 Simple
Existing Zoning: A-1 w/existing Cup 97 Simples
Existing Zoning: Requested Use: Permanent RV Park - Temporary stay not Permanent Permanent
Existing Zoning: Requested Use: RV Park - Temporary stay not Does this property have a historical designation? If yes, describe: Parcel number(s), acreage, magisterial district, and existing zoning can be located at:
Existing Zoning: Requested Use: Permanent RV Park - Temporary stay not Permanent Permanent

The application deadline is the 1st of the month proceeding the month in which the public hearing by the Planning Commission is to be held. The Planning Commission meeting is held on the 1st Thursday of the month at 7:00 p.m. Applications must be submitted in completed form a minimum of thirty (30) days prior to the scheduling of a public hearing by the Planning Commission. Notice of incomplete applications will be sent to the applicant at the listed address in Section 1.

The site plan must be submitted as described in the site plan requirements at the time of the application.

The application fee is \$400.00, which must be paid at the time of application submission.

Incomplete applications will be returned to the applicant and not docketed for a public hearing

Section 3 Certification of Adjoining Property Owners

Applicants Certification:

I certify that I have notified all adjacent property owners, to the property, which is the subject of this application request, that this application is being filed. Notifications were sent via first class mail.

I further certify that the names and addresses below are those of the adjacent property owners as listed in the tax

Adjacent property includes all property touching the project parcel, across roadways, watercourses, railroads, and/or municipal boundaries.

records of the Commissioner of Revenue of Lunenburg County State of: County of: Before me. personally appeared, and provided verification to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed. Notary D Registration #: Commission Expiration: Virginia Duffie Davis NOTARY PUBLIC REG. #7601260 COMMONWEALTH OF VIRGINIA Verification of Identity COMMISSION EXPIRES SEPTEMBER 30, Driver's License or Govt./State Identification Card; Number: State: [] U. S. Passport: Number: [] U. S. Military ID Card [] Social Security Card [] Birth Certificate Other:

A	djacent Parcel (Property) Own	ers
Parcel Number	Name(s)	Address
008-0A-0-51,0 5 8-0A- 0-47,008-0A-0-488,	Phyllis Buchanan	914 Hartford Lane
008-03-0-1	Dorothy Underwood	3776 Germantown Rd Keysville VA 23947
008-03-0-3	Tammy Hines	189 Saylors Hill Dr. Rice, VA 23966
008-03-0-4	Joseph Price	5 Pendron Place Newport News, VI 23602
008-03-0-5	Derek Bowyer	8357 Ortanió Rd Keysville VA Z3947
008-03-0-4	Billy Golding	3974 Germantown Rd Keysville, VA 23947
008-0A-0-53	Walker & Kimberely Newcomb	Keysville VA 23947
008-0A-0-49	Sarah Tramnell & Kenneth Hurt	Keysville VA 23947
008-03-0-7A	Philip Bore Sn	Keysville VA 23947
008-03-0-7	Jackie a Darryl Queensberry	Keysville, VA 23947
	,	
	,	

^{*}To obtain the information for adjacent property owners (adjacent to application parcel, across a roadway, across a waterway, can be impacted by the traffic or sound from the proposed business, etc.) can be obtained at https://lunenburggis.timmons.com/#/mwl.

^{**}If there are additional adjacent property owners, please include them on a separate sheet. Also, the letter that follows can be completed and mailed to adjacent property owners.

Notification of Application Submittal to Adjacent Property Owners

To: Adjacent Property Owner of Parcel(s)
From:
Date:
The following application will be submitted for review to the Lunenburg County Planning Office:
[] Rezoning
[] Conditional Use Permit
[] Special Exception
Requested Use or Exception:

The application will be available for viewing at the Lunenburg County Planning Office and on the Lunenburg County website at:

 $\underline{https://www.lunenburgva.gov/government/planning_commission/pending_conditional_use_perm_it_applications.php$

The Planning Office shall notify all adjacent property owner(s) of the time, day, and location of the public hearing(s) to be held on this application. Should you have questions and/or comments, please contact the Planning Office at 434.696.2142 or taylor@lunenburgva.gov.

Section 4 Applicant's Report

Section 8.3(b) of Lunenburg Zoning Ordinance

Every application for a Conditional Use Permit shall be accompanied by a report from the applicant describing the proposed Conditional Use and explaining the way it complies with the requirements and standards of this article.

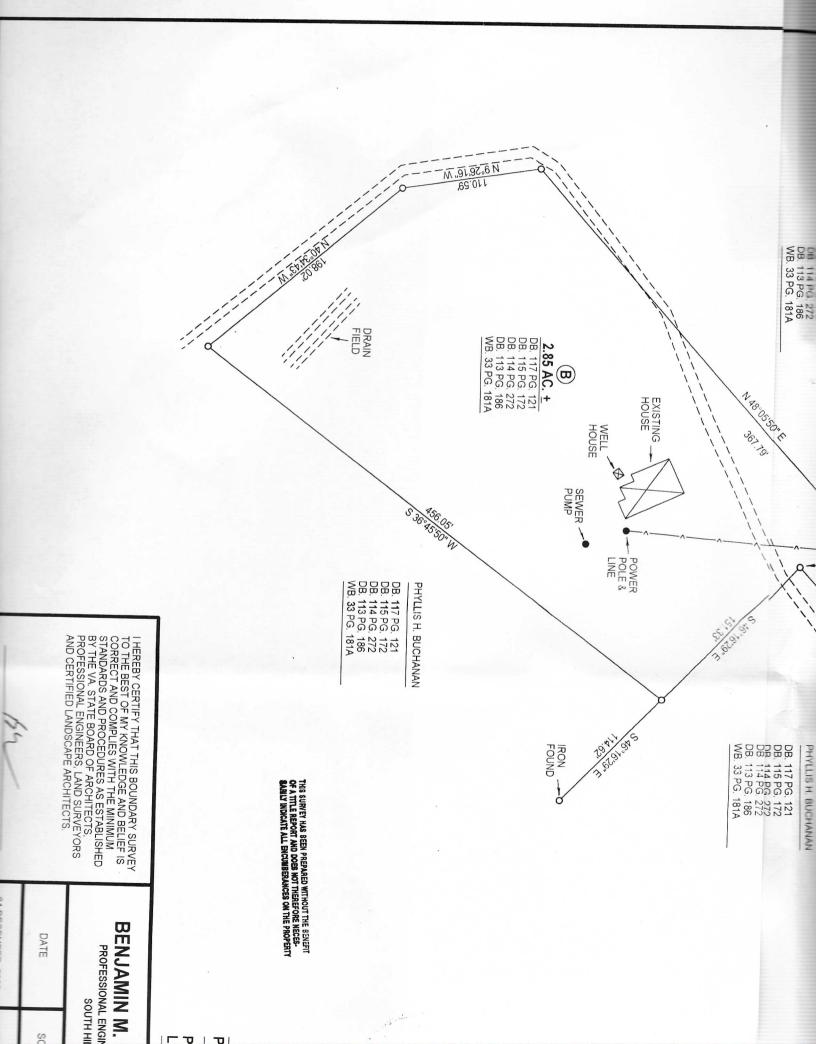
The following questions address the basic issues. The Planning Commission and/or Board of Supervisors may request additional information.

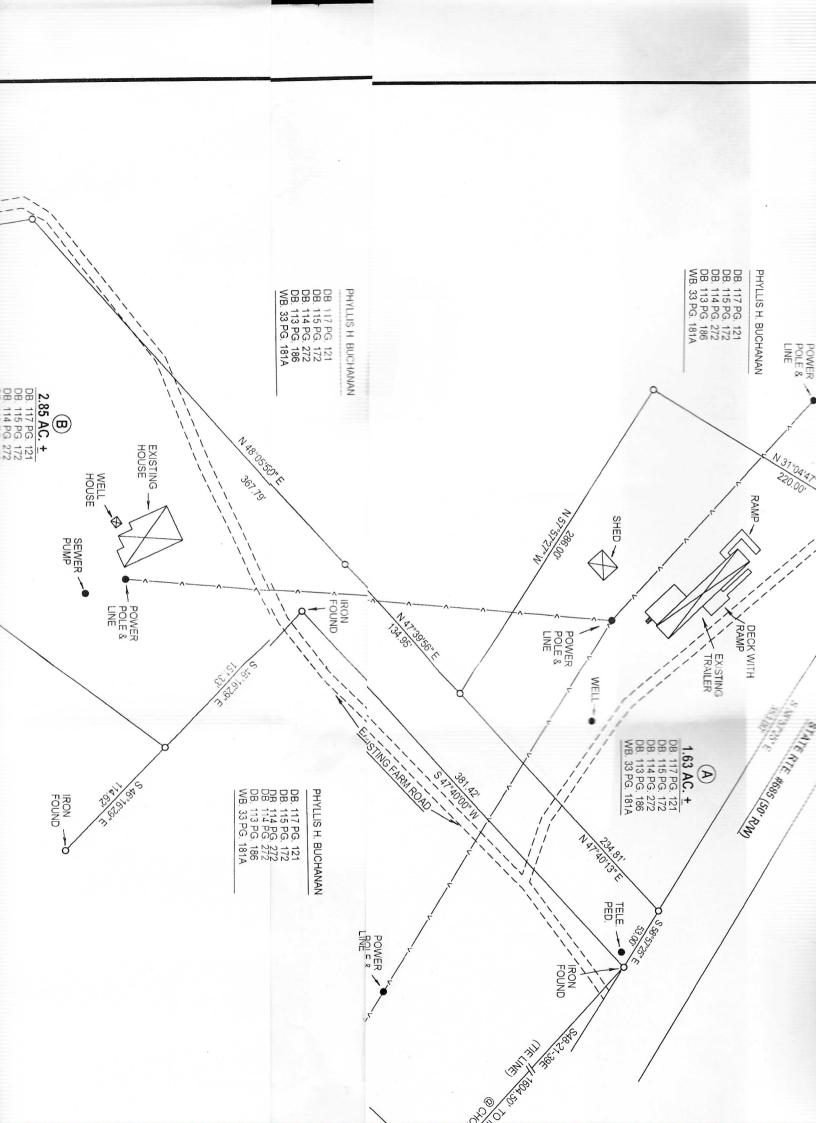
	To put camper sites for use
2.)	Describe how you plan to develop the property for the proposed use and any associated uses.
	Removal of un occupied homes and
	develope sites for camper use.
3.)	Describe why the proposed use is desirable and appropriate for the area. What measures will be taken to ensure that the proposed use will not have a negative impact on the surrounding vicinity?
	Now the solar forms have begun a microsoft sites the workers will need sites for campers while working
	No problems at this location in past nor will be with this change as this is for working people.
	Also, address the following: a. Details of Operations: Rent of comper sites
	b. Hours of Operation: 9 to 5 c. Traffic: amount
	d. Noise: none
	e. Dust/Smoke: none
	f. Runoff: None
	g. Intensity of Use:
	h. Hazardous Materials: None
	i. Outside Storage:
)	Is the use location on a floodplain, wetland area, or dam break inundation zone? If so, please specify.

6.)	Has a survey of the parcel(s) been conducted to include project parcel, property boundaries, existing roadways and structures, and adjoining parcels, as well as the parcel owner? If so, is it included in the application packet? (A recent survey is required to be submitted for the application to be deemed
7.)	complete.) –please circle one: YES NO Has a site plan been included to note the information required on the survey, but also any new construction, parking, clearing, planting, etc.? (A site plan is required to be submitted for the application to be deemed complete.) –please circle one: YES NO
8.)	Has a business plan been established? If so, please provide it with application submittal. (A business plan is required to be submitted for the application to be deemed complete.) If you need help with the development of a business plan, you can contact the Longwood Small Business Development Center at 434.395,2086 to obtain assistance. —please circle one: YES NO
9.)	
	Lunenburg Comprehensive Plan. (This is required to be completed for the application to be deemed complete.)

Documents Required at Application Submittal:

- 1. A copy of one (1) Notification of Application Submittal to Adjacent Property Owners
- 2. Survey
- 3. Site Plan
- 4. Business Plan
- 5. Fire Safety Plan
- 6. Traffic Plan (if applicable)
 - a. Must include adequate ingress and egress for fire, EMS, and law enforcement.
 - b. Ingress and egress for patrons.
 - c. Traffic flow within the parcel(s) of the application.
- 7. Plan for Sanitary Facilities (if applicable)
- 8. Proof of Insurance (if applicable)
- 9. Trash Disposal Plan (if applicable)







LANDVIEW MOBILE HOME PARK

RENTAL AGREEMENT

NELSO	EASE, made and entered into thisday of of 20, by and between N P. JACKSON, hereinafter referred to as "LANDLORD" and after referred to as "TENANT".
	<u>WITNESSETH</u>
2.	PREMISES. "LANDLORD" in consideration of the rentals herein contained to be paid by the tenant and covenants, conditions and agreements herein agree to be kept and performed by tenant, hereby lease and demise unto tenant and tenant hereby rent, take and accept from landlord those certain premises described below, hereinafter referred to as "PREMISES" with all rights, privileges, easements, and appurtenances thereunto which are of benefit to landlord. DESCRIPTION. The PREMISES being located at LANDVIEW MOBILE HOME PARK, Chase city, Virginia. A brief description as follows:
3.	TERM. The term of this lease shall be from month to month, beginning on the first (1st) day of Either the landlord or tenant may terminate the tenancy at the end of the term by giving written notice to the other at least 30 days in advance. The landlord may change the amount of rent payable at any time. If any judicial action has to be obtained to remove a tenant from the said rental, the tenant will be responsible for all attorney fees and court costs.
4.	RENTAL. Tenant covenants and agrees to pay as rental for the leased premises in the amount of per month without notice, demand or deduction to landlord. All rentals shall be due and payable on the first day of each subsequent calendar month for the duration of the tenancy with a ten (10) day grace period, payable in cash, money order, or (good) check (all returned checks will have a \$25.00 service charge) during said term at such address as designated by landlord. The first rental payment, which shall be prorated if the term commences on a day other than the first day, shall be due and payable on
	Prorated amount
5.	LATE PAYMENT AND FEES. Rent paid after such date aforesaid, shall be deemed as late and delinquent. Tenant agrees to pay a late charge of five (5%) percent of the total amount of rent payment. All late fees are payable at the time of payment with no exception. On any sums due under the term of this lease placed in the hands of an attorney after default or collected through any judicial, probate or bankruptcy proceedings, tenant agrees to pay all attorneys fees and court costs.
6.	SECURITY DEPOSITS. The tenant shall deposit with the landlord the sum of to secure the faithful performance of the tenants promises and duties contained herein the "SECURITY DEPOSIT". Tenant agrees and gives permission to place tenants security deposit in landlords account with interest accruing to the benefit of LANDVIEW MOBILE HOME PARK. The security deposit is to be retained by landlord for the entire term of this lease and shall be Nafter

- deductions of any portion hereof deemed by landlord to constitute damage or injury to the demise premises as itemized and described in a statement sent by landlord to tenant as required by law. Any and all unpaid rent, late fees, etc, will also be deducted, if any.__Tenant shall not be entitled to any portion of the security deposit as a refund unless tenant gives landlord a thirty (30) day written advanced notice of surrendering the premises.
- 7. <u>USE OF THE PREMISES.</u> Tenant shall hold harmless landlord from any liability arising from the operation of any equipment on landlords property. Tenant shall have the right to use the leased premises for normal, private residential occupancy only. Tenant shall not use, or permit to be used, any part of the premises for any other purpose unless agreed to, specifically in writing between landlord and tenant. Mobile home shall be used as a residence for single family. No industry, business, trade, occupation or profession of any kind; commercial, religious, educational or otherwise designated for profit, altruism, or otherwise shall be conducted, maintained or permitted on any part of the premises. No building or structure may be built or placed on the premises without approval._No C.B. radios shall be operated in a mobile home. In order to safeguard the maze of underground electrical lines, water and sewer lines, etc.,_tenant shall make no excavation, including driving stakes and pegs below one foot ground level with out prior determination of the place by landlord. All goods and personal property of any kind in or upon the lease premises shall be the sole responsibility of the tenant and in no event shall landlord be liable for any loss or damage to said goods or property for any reason what so ever.
- 8. REPAIRS AND MAINTENANCE. Tenant shall keep said premises in repair excluding outside driveways and parking areas and tenant agrees to repair any damage to premises caused by abuse or negligence of its family, friends, etc. Tenant shall keep the fixtures, facilities and appliances as clean and safe as conditions permit, and shall unstop and clear all waste pipes thereon. Tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures or from the stopping of water closets and drains which shall be repaired at the expense of the tenant unless cause is beyond tenants control. The tenant expressly covenants and agrees that at termination of this lease that all utilities will be in good working order and shall be operative and that the premises will be in good condition, ordinary wear and tear expected.
- 9. YARD MAINTENANCE. Tenant will maintain outside premises, such as cutting grass, raking of leaves, keeping trash up, etc. There will be no unused furniture, appliances, cars, etc. left on premises unless agreed upon from landlord. If tenant cannot maintain yard, inform landlord and landlord will contract someone to maintain outside the premises at the tenants expense. No clothes, sheets or any kind of other articles shall be hung outside of mobile home except on a clothes line. All automobiles must display current license tags. No flowers, shrubs, or trees may be removed without permission of landlord.
- **10. ENTRY BY LANDLORD OR DESIGNATED REPRESENTATIVE**. Tenant agrees to permit landlord and authorized representative to enter the leased premises at reasonable times during business hours, with or without prior notice, for the purpose of inspecting or making any necessary repairs to the lease premises and to perform work that many be necessary to comply with any laws, ordinances or regulations or that may be necessary to prevent waste or deterioration.
- **11.** MOBILE HOME MAINTENANCE. Tenant will maintain and keep premises in reasonable living conditions. The storing of unsanitary material on premises that is unsafe will not be permitted.
- **12. INDEMNIFICATION.** Tenant shell indemnify and save landlord harmless from any and all liability damage expense caution action attorneys fees suits claims or judgments arising from injury to

- person or property on the leased premises which may arise out of the act, failure to act, or negligence of tenant guests licenses or invites.
- **13. FIXTURES PROVIDED.** Landlord shall under this lease provide the following fixtures and appliances:
- **14. HEALTH AND SAFETY.** Shall comply with all obligations primarily imposed upon tenant by applicable provisions of building and housing codes materially affecting health and safety.
- 15. <u>USE AND REPAIR OF FACILITIES.</u> Tenant shall use in a reasonable manner all electrical plumbing sanitary, heating, ventilating, air conditioning and other fixtures, faculties, and appliances in the premises, and the tenant shall be responsible to repair them at his expense for any damage caused by his or her failure to comply with this requirement.
- 16. DAMAGE OR INJURY. Landlord shall not be liable for any damage or injury which may be sustained by tenant or any other person as a consequence of failure, breakage, leakage or obstruction of the water, sewer, waste or soil pipes or the electrical gas or oil system; or by reason of element or resulting from the carelessness, negligence or improper conduct of the part of any other person or attributable to any inference with interruption of or failure beyond the control of the landlord over of any service to be furnished by the landlord if any.
- 17. <u>TENANT CONDUCT.</u> No tenant show make or permit any disturbing noises by himself, his family, employees, agents, visitors and licenses or permit anything by such persons that will interfere with the rights comforts or convenience of other tenants.
- 18. <u>UTILITIES.</u> Tenant will pay all utility charges, including but not limited to electricity gas or telephone etc. tenant understands what utilities exist and will be responsible to make any needed improvements that may be needed for his or her home requirements. all hookups such as water, electricity, sewer, telephone, cable TV, etc shall be at tenants expense and shall be performed and maintained by properly licensed persons.
- 19. **LIMITED WATER USAGE.** Will not use water for the purpose of car washing watering of garden and flowers etc.
- 20. <u>POSTING OF SIGNS.</u> No signs advertisements or notices shall be painted or fixed upon any part of the building, outside, nor shall any article be suspended outside the building unless consent from the landlord has been received.
- 21. **INSURANCE.** Agrees at their own expense and cost during the time of the lease general liability insurance in the amount as necessary for injury to any one person, for injury to persons in one occurrence, and property damage. Tenant shall at all times carry all risk insurance on the contents owned by the tenant of said premises. it is agreed that if the lease premises shall be totally or substantially destroyed by fire or other casualty not due to the negligence of tenant this lease will become null and void. tenant shall be responsible and agree to compensate fully four damage or injury intentionally or negligently cause to the property or persons of landlord or his employees or any tenant or guest.
- 22. <u>PETS.</u> Tenants shall not keep or harbor in or about the premises any animal or pet of any kind including dogs, cats etc unless landlord has given expressed permission in this space provided:_______.
- 23. **TERMINATION.** the landlord or tenant shall have the right to terminate this lease for any reason upon 60 days written notice to the other party.
- 24. <u>DUTIES UPON TERMINATION.</u> Upon termination of this lease or breach or the ending of lease, tenant will vacate the premises removing all of his or her personal property. Tenant will clean

- and sweep premises also remove from property trash, rubbish, etc. Tenant will make any necessary repairs to return the premises, appliances, etc in the same or as good condition as when this agreement was executed; ordinary wear and tear is expected. Tenant will pay all remaining utility bills and have all utilities disconnected. Tenant will lock all doors and windows in return keys to the landlord. If tenant fails to clean premises and appliances tenant will be responsible for a cleaning fee of \$100 or more based upon work needed.
- 25. **REMOVAL OF MOBILE HOME.** Must be removed on or before termination date first obtaining the necessary removal permits as may be required by law and shall display same to landlord before commencing and removal of his or her unit. No rubbish, cinder block/bricks, or skirting etc shall be left on the premises. All water, septic, electrical etc must be disconnected by properly licensed person and inspected by landlord. Lot must be left in a clean and orderly manner.
- 26. NOTICES. Notice is given pursuant to the provision of this lease agreement or necessary to carry out its provisions shall be in writing and delivered personally to the person to whom he notice is to be given or mailed. Notices to the landlord will be in writing and mailed to or personally delivered. Tenants are required to present their complaints and advise concerning the park to landlord in writing and landlord shall make reasonable effort to remedy in proper conditions. Landlord reserves the right to add to or amend these regulations effective 10 days after written notice is delivered to each tenant. failure to list or attach said restrictions, rules, and regulations herein shall not absolve tenant from the responsibility to comply with them.
- 27. **DEFAULT.** Should tenant violate any of these terms conditions or covenants of this agreement tenant shall have the right to cure any default and rent or money payment within 10 days after notice by landlord to tenant of such default and the right to cure any other default within 30 days after the notice by landlord to tenant of such other default. In case of default and the same is not cured, landlord may take possession of the leased premises or may enter and possess the premises to prevent any waste or deterioration of the premises in may re let the premises for the account and benefit of landlord at such rental as landlord may reasonably be able to obtain, and tenant shall be liable and pay to landlord any deficiency and any costs and expenses incurred in such reletting.
- 28. <u>BINDING EFFECT.</u> This lease contains the entire agreement of the parties and no representations, inducements promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. This lease and the covenants and agreements herein contained shall be binding and in inure to the benefits of the parties hereto, their heirs, successors, and assigns. In addition to all other termination rights created by reasons of the tenants default hereunder, the landlord may, without cause, terminate the tenancy during the initial term or during any extension or holdover periods by giving written notice to the tenant 15 days prior to the desired termination date. Landlord shall exercise this right and good faith and shall not use this termination provision as a means of avoiding compliance with any landlords statutory or contractual obligations.
- 29. <u>LAWS OF THE COMMONWEALTH OF VIRGINIA</u>. This agreement shall be construed under an end of quarter and's with the laws of the Commonwealth of Virginia, and all obligations of the parties created hereunder our performable in Mecklenburg County Virginia.
- 30. **ELECTRICAL EQUIPMENT.** All radio, televisions and other electrical equipment of any kind or nature installed or used in each mobile home shall comply with all rules, regulations,

- requirements or recommendations of the board of underwriters and the public authorities have jurisdiction and the owner alone shall be liable for any damage or injury caused by any radio, television or any other electrical equipment.
- 31. **SPEED LIMIT.** No vehicle shall be driven within the mobile Home Park at a speed and excess of five mph.
- **32. SOLICITING.** No peddling or soliciting is allowed in the park without permission from the landlord.
- 33. UPON PLACING MOBILE HOME IN PARK. 1) Tenant is solely responsible for determining if mobile home will properly fit on above referenced lot and comply with park and county regulations. 2) Tenant will arrange to have landlord inspect home prior to placing home in park. 3) Tenant will be responsible to concrete work utilities and other improvements during move in term of lease and departure. 4) Each mobile home must be placed and remain in its slot in the exact location landlord shall direct. 5) 60 days after placing the mobile home on the lot it must be completely enclosed by a skirting approved by landlord. 6) Agrees to use leased premises for one mobile home only. 7) there will be one structure for habitation on the demised premises. 8) Tenant will not maintain any mobile home which does not contain complete sanitary facilities, including lavatory, toilet, washbasin, tub or shower and kitchen sink and connected properly and promptly to sewer outlets. 9) Tenant will not maintain any mobile home on the demised premises unless in conformity with State and Local Health Department sanitary requirements. 10) Mobile home will not be maintained on any portion of the demised premises unless said mobile home is in good repair. 11) All water pipes shall be properly installed with heat tape.
- **34.** <u>MOTOR VEHICLES.</u> No unlicensed motor vehicle shall be operated within the park premises. This his prohibition expressly extends to mini bikes, golf carts, go karts, motor scooters, motorcycles, mopeds, trail bikes and all motorized unlicensed vehicles.
- **35. SUBLET.** No mobile home premises shall be relit or sublet without prior written consent of the landlord.
- **36. FIREARMS.** no firearms or fireworks may be discharged within the park.
- **37. POLICE AND FIRE REGULATIONS.** tenant agrees to fulfill all police and fire regulations as established by governmental authority with regard to his leased premises.
- 38. UPON PLACING MOBILE HOME IN PARK. 1) Tenant is solely responsible for determining if mobile home will properly fit on above referenced lot and comply with park and county regulations. 2) Tenant will arrange to have landlord inspecting prior to placing home in park. 3) Tenant will be responsible for concrete work utilities and other improvements during move in term of lease and departure. 4) Each mobile home must be placed and remain in its slot in the exact location landlord shall direct. 5) 60 days after placing the mobile home on the lot it must be completely enclosed by a skirting approved by the landlord. 6) tenant agrees to use leased premises for one mobile home only. 7) There will be one structure for habitation on the demised premises. 8) Tenant will not maintain any mobile home which does not contain complete sanitary facilities including lavatory, toilet, wash basin, and tub or shower and kitchen sink, and connected properly and promptly two sewer outlets. 9) Tenant will not maintain any mobile home on the demised premises unless in conformity with State and Local Health Department sanitary requirements. 10) mobile home will not be maintained on any portion of

- the demised premises unless said mobile home is in good repair. 11) All water pipes shall be properly installed with heat tape.
- **39.** <u>POND.</u> tenant may use pond at OWN RISK!! All personal property and trash will be removed when finished. Children will be accompanied by parents at all times. Landlord will not be responsible for any injury or death!!
- **40. <u>DEATH</u>**. If the landlord or tenant husband or wife should die during the terms of this lease the surviving spouse of the deceased may terminate this lease by giving 30 day written notice to the other parties involved in the lease. This right of termination of lease must be exercised within 90 days of the death of party concerned.

1.	PROVISIONS. any specific provisions as related exclusively to this property or hereby defined by the landlord as follows: I, the undersigned, hereby certify I have read and executed this entire agreement, and acknowledge the receipt of a copy and bind myself to obey them.		
	WITNESS the following signatures and seal thisday of		
	"TENANT"(seal)		
	(seal)		
	"LANDLORD"		
	(seal)		
	(seal)		