

Total Fees Due: \$ 455.00  
Application Fee: \$425.00 plus \$30.00 per acre

Date Application & Fee Received: 11/8/18  
Received by: JHD

## Application for Special Use Permit City of Harrisonburg, Virginia

[www.harrisonburgva.gov/zoning-applications](http://www.harrisonburgva.gov/zoning-applications)

### Section 1: Description of Property

Location (street address): 701 Port Republic Rd - Harrisonburg, Va. 22801  
Tax Map Number: Sheet: 12-M2-12 Block: N/A<sup>M</sup> Lot: N/A<sup>2</sup> Total Land Area: .84 Ac (acres) or sq. ft. 36,590 +/- sf  
Existing Zoning Classification: B-1 8-2  
Special Use being requested: Warehousing and storage facility

### Section 2: Property Owner's Information

Property Owner's Name: Harrisonburg Port Road Station, LLC  
Street Address: P.O. Box 8 Email: cabinhillhomes@outlook.com  
City: Mt. Jackson State: Va. Zip: 22842  
Telephone: Work: 540-477-2686 Fax: 540-477-2312 Mobile/Home: 540-333-2479

### Section 3: Owner's Representative Information

Owner's Representative: Dexter Mumaw  
Street Address: 2471 Cave Ridge Road Email: cabinhillhomes@outlook.com  
City: Mt. Jackson State: Va. Zip: 22842  
Telephone: Work: 540-477-2686 Fax: 540-477-2312 Mobile/Home: 540-333-2479

### Section 4: Certification

*I certify that the information supplied on this application and on the attachments provided (maps and other information) is accurate and true to the best of my knowledge. In addition, I hereby grant permission to the agents and employees of the City of Harrisonburg to enter the above property for the purposes of processing and reviewing this application. I also understand that, when required, public notice signs will be posted by the City on any property.*

Signature:  MEMBER  
Property Owner

### Section 5: Required Attachments to be provided by Applicant

- Survey of Property or Site Map
- Letter explaining Proposed Use & Reasons for Seeking a Special Use Permit
- Traffic Impact Analysis (TIA) Determination Form OR Traffic Impact Analysis (TIA) Acceptance Letter signed by Public Works Department - Applicant is responsible for coordinating with Public Works Department prior to submitting Special Use Permit application. More information at [www.harrisonburgva.gov/traffic-impact-analysis](http://www.harrisonburgva.gov/traffic-impact-analysis).

**NOTE: If applying for a Wireless Telecommunications Facility allowed only by SUP, then also submit a wireless telecommunications facility application.**

CLARK & BRADSHAW, P.C.

MARK B. CALLAHAN  
TODD C. RHEA  
MATTHEW C. SUNDERLIN  
BRADLEY J. MOYERS  
DAVID C. NAHM  
QUINTON B. CALLAHAN  
KAREN L. ROWELL

ATTORNEYS AT LAW  
92 NORTH LIBERTY STREET  
POST OFFICE BOX 71  
HARRISONBURG, VIRGINIA 22803-0071  
TELEPHONE (540) 433-2601  
FACSIMILE (540) 433-5528  
CLARK-BRADSHAW.COM

M. STEVEN WEAVER  
OF COUNSEL  
—  
ELLEN H. BRODERSEN, C.P.A.  
AMY L. RUSH, C.P.A.  
(NOT ATTORNEYS)

November 7, 2018

Mr. Adam Fletcher  
City of Harrisonburg  
Director of Planning and Community Development  
409 S. Main Street  
Harrisonburg, VA 22801

**Re: *Special Use Permit Application – City Tax Parcel 12-(M)-2***

Dear Mr. Fletcher:

On behalf of my client, Port Road Station, LLC, an affiliate of Holtzman Oil Corp, I am submitting this letter explaining Proposed Use with supporting Reasons for Seeking a Special Use Permit under City Ordinance Section 10-3-91(2) to permit warehousing and storage facility use of the subject parcel.

The parcel in question is currently zoned B-2 and used by the Owner for fuel dispensing and convenience store uses. As a result of the reconstruction of the convenience store on the parcel to a larger and more modern facility, there was created basement storage space available for lease. This storage space has been leased by the applicant to Heifer Investments, LLC. The Lessee is a local company with a need for modest convenient storage in the Port Road area to serve its commercial clients along Port Road and the neighboring I-81 corridors. As the storage space being leased is modest in size, per the calculations provided by Blackwell Engineering, there are no additional parking requirements created for the Site in excess of the parking provided under the recently approved Site Plan.

Thank you for your positive consideration of this Special Use Permit request by Staff. We have submitted a Site Map showing the Special Use permit area of the structure and surrounding detail on both the applicant and neighboring parcels, along with the required City forms and other related information.

We appreciate the City's positive consideration of this request.

Regards,



Todd C. Rhea



## LEASE AGREEMENT

This Lease made September 24, 2018, between Holtzman Oil Corp., P.O. Box 8, Mt. Jackson, Virginia 22842, hereinafter "Holtzman" and Heifer Investments LLC, 560 Waterman Drive, Harrisonburg, Virginia 22802, hereinafter "Lessee".

### WITNESSETH:

Whereas, Holtzman is the Leaseholder of the premises located at 701 Port Republic Road, Harrisonburg, VA 22801, and is desirous of achieving most efficient utilization of that site; and

Whereas, Lessee, in the pursuit of independent business objectives is possessed of skills and knowledge relevant to site management and function and is desirous of leasing the basement floor of the convenience store located on the property as further shown on the attached Exhibit A:

Therefore, Holtzman and Lessee enter into the following Lease:

### TERMS:

1. The initial term of this Lease shall be for ten (10) years beginning on the date the leased area is available for occupancy. Upon expiration of the initial term of the Lease, this Lease shall be renewed on an annual basis, without need for further notice in writing by either party hereto unless written notice of non-renewal is given by either party at least ninety (90) days prior to expiration of any renewal term.

2. Lessee is an independent contractor with the exclusive responsibility to manage the business operation at the above premises, except as hereinafter specified. Holtzman reserves no control over management at the above premises except as hereinafter specified. Lessee has no authority to employ anyone as an employee or agent of Holtzman for any purpose.

3. Holtzman leases the entirety of the basement floor as shown on attached Exhibit A for the term of this Lease and subject to the terms, conditions and covenants of this Lease.

4. Lessee agrees to maintain the premises in good condition and order. Lessee agrees that maintenance in good condition and order includes, but is not limited to:

- a. keeping the premises clean,
- b. operating the premises in compliance with any conditional use permit or other approval ("permit") required by a zoning board or any other governmental agency.
- c. conducting all operations lawfully and in strict compliance with all statutes and all ordinances, regulations and other requirements of governmental authorities;
- d. except as required by law, not displaying signs except those usual and customary to advertise the products and services offered for sale at the premises;



Harrisonburg, Virginia  
540.433.2626

Leesburg, Virginia  
703.777.1184

Luray, Virginia  
540.743.5191

**ExxonMobil**



f. not making any permanent improvements on the premises without Holtzman approval; and

5. The rent for the initial term of this Lease shall be One Dollar (\$1.00) per year and receipt of such rent is acknowledged. This rent shall include all utilities so long as the leased area is used in its current condition.

6. Lessee shall surrender possession of the premises immediately upon termination, cancellation, or non-renewal of this Lease. Holtzman shall have the right to repossess the premises immediately upon surrender by Lessee.

Lessee shall leave the leased facility in the same condition to which it was brought by the efforts of Lessor after the commencement of this Lease, except for (i) normal wear and tear and (ii) damage or destruction not caused by Lessee's negligent or willful acts or omissions.

7. Holtzman retains the right to enter and inspect the facility at reasonable times and in a reasonable manner with such employees and equipment as it may deem necessary to determine if the obligations assumed by Lessee under this Lease are being fulfilled.

8. If damage to or destruction of the premises (including fixtures) was caused by the negligent or willful acts or omissions of Lessee, Lessee will pay Holtzman the cost of repair or replacement.

9. Holtzman shall not be liable to Lessee or to any other person for any damage to or loss of property, or for injury to or death of persons, arising from Lessee's operation pursuant to this Lease and to the fullest extent permitted by law, Lessee agrees to indemnify, protect and save Holtzman harmless from and against any and all losses, claims, liabilities, suits and actions, judgments and costs, which shall arise from or grow out of any injury to or death of persons and for damage or loss of property, directly or indirectly arising out of, or resulting from, or in any way connected with Lessee's operation upon or use of the premises or from the condition thereof or of the adjoining streets, sidewalks or ways, whether sustained by Lessee or his agents or employees, or any other person, firm or corporation which may seek to hold Holtzman liable.

10. Any notice required by this Lease shall be in writing. It shall be deemed served when delivered to the other party personally or when mailed via certified or registered mail to the other party at the address indicated on the first page of this Lease.

11. The parties may modify this Lease only by written amendment executed by both parties hereto.

12. Lessee may not sublet or assign his leasehold interests without first obtaining the written consent of Holtzman hereto.

13. Holtzman shall pay any property taxes levied on the premises or on Holtzman's equipment or fixtures located thereon.

14. Lessee shall not change any of the locks on the premises. If Lessee requests the locks be changed, any change must be done by Holtzman at Lessee's cost.

15. Lessee's insurance requirements: Prior to start of lease, Lessee shall obtain and maintain Comprehensive Commercial General Liability insurance covering premises and operations, completed operations, and products liability and contractual liability all with minimum limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate including products and completed operations with a \$2,000,000 aggregate. The aggregate shall apply separately to each location and this insurance will name Holtzman and Harrisonburg Port Road Station, LLC

as an additional insured and will be primary as to any other existing, valid, and collectible insurance. The insurance company shall be rated "A" or better by A.M. Best and Holtzman shall be notified within 30 days of cancellation of the policy. The forgoing are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of the Lessee. The insurance required hereunder, in no way limits or restricts Lessee's obligation as to indemnification of Holtzman. Further, the insurance to be carried shall be in no way limited by any limitation placed upon the indemnity therein given as a matter of law.

16. The failure of Holtzman or of Lessee to insist, upon performance of any of the terms or conditions of this Lease, or to exercise any right or privilege herein conferred, shall not be construed as then or thereafter waiving any such terms, conditions, rights or privileges, etc., but the same shall continue and remain in full force and effect.

17. In the event that it should become necessary to employ counsel to enforce Holtzman's rights under the terms of this Lease Agreement, Lessee agrees to pay to, or reimburse Holtzman all costs and expenses of collection or all costs of defense incurred by Holtzman by action of Lessee, including reasonable attorneys' fees for the services of counsel whether or not suit be brought.

18. This Lease contains the entire Lease Agreement and there are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter thereof.

In Witness Whereof, the parties hereto have duly executed this Lease as of the date first above written.

Holtzman Oil Corp.

Richard L. Koontz, Jr. (Seal)  
By: Richard L. Koontz, Jr- Vice President

STATE OF VIRGINIA  
COUNTY OF SHENANDOAH TO WIT:

The foregoing lease was acknowledged before me this 10<sup>TH</sup> day of OCTOBER 2018, by  
RICHARD L. KOONTZ JR.

My commission expires JANUARY 31, 2020

Matthew H. Tusing  
Notary Public



Matthew H. Tusing  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #7288984  
My Commission Expires  
01/31/2020

Heifer Investments LLC

Heifer Investments LLC (Seal)  
By: Christopher S. Runyon, Manager

STATE OF VIRGINIA  
COUNTY OF Rockingham TO WIT:

The foregoing lease was acknowledged before me this 10 day of October, 2018, by  
Christopher S. Runyon

My commission expires 11/30/2019

Amy Kathryn Raines  
Notary Public #7630593





City of Harrisonburg, VA  
Department of Public Works

Determination of Need for a  
Traffic Impact Analysis (TIA)

www.harrisonburgva.gov/traffic-impact-analysis

<b>Contact Information</b>			
Consultant Name:	Dexter Mumaw		
Telephone:	540-333-2479		
E-mail:	cabinhillhomes@outlook.com		
Owner Name:	Bill Holtzman		
Telephone:			
E-mail:			
<b>Project Information</b>			
Project Name:	Port Republic Rd Exxon		
Project Address: TM #:	701 Port Republic Rd, 12 M 2		
Existing Land Use(s):	Gas station & convenience store		
Proposed Land Use(s): (if applicable)	Storage		
Submission Type:	Comprehensive Site Plan <input type="radio"/>	Special Use Permit <input checked="" type="radio"/>	Rezoning <input type="radio"/> Preliminary Plat <input type="radio"/>
Project Description: (Include site plan or preliminary sketch and additional details on land use, acreage, access to site, etc)	Lease basement space of gas station for storage		
<b>Peak Hour Trip Generation (from row 15 on the second page)</b>			
AM Peak Hour Trips:	0		
PM Peak Hour Trips:	31		

**(reserved for City staff)**

TIA required? Yes \_\_\_\_\_ No

Comments:

Accepted by: 

Date: 07/30/18

Revised Date: May 2017

### Peak Hour Trip Generation by Land Use

Row	Land Use	ITE Land Use Code	Unit	Quantity	AM Peak Hour of Adjacent Street Traffic	PM Peak Hour of Adjacent Street Traffic
1	Proposed #1	945	Fueling station	12	150	168
2	Proposed #2	150	1000 sf	0.25	0	31
3	Proposed #3					
4	Proposed #4					
5	Proposed #5					
6	Proposed #6					
7	Total New Trips					
8	Existing #1	945	Fueling	12	150	168
9	Existing #2					
10	Existing #3					
11	Existing #4					
12	Existing #5					
13	Existing #6					
14	Total Existing Trips					
15	Final Total (Total New – Total Existing)				0	31

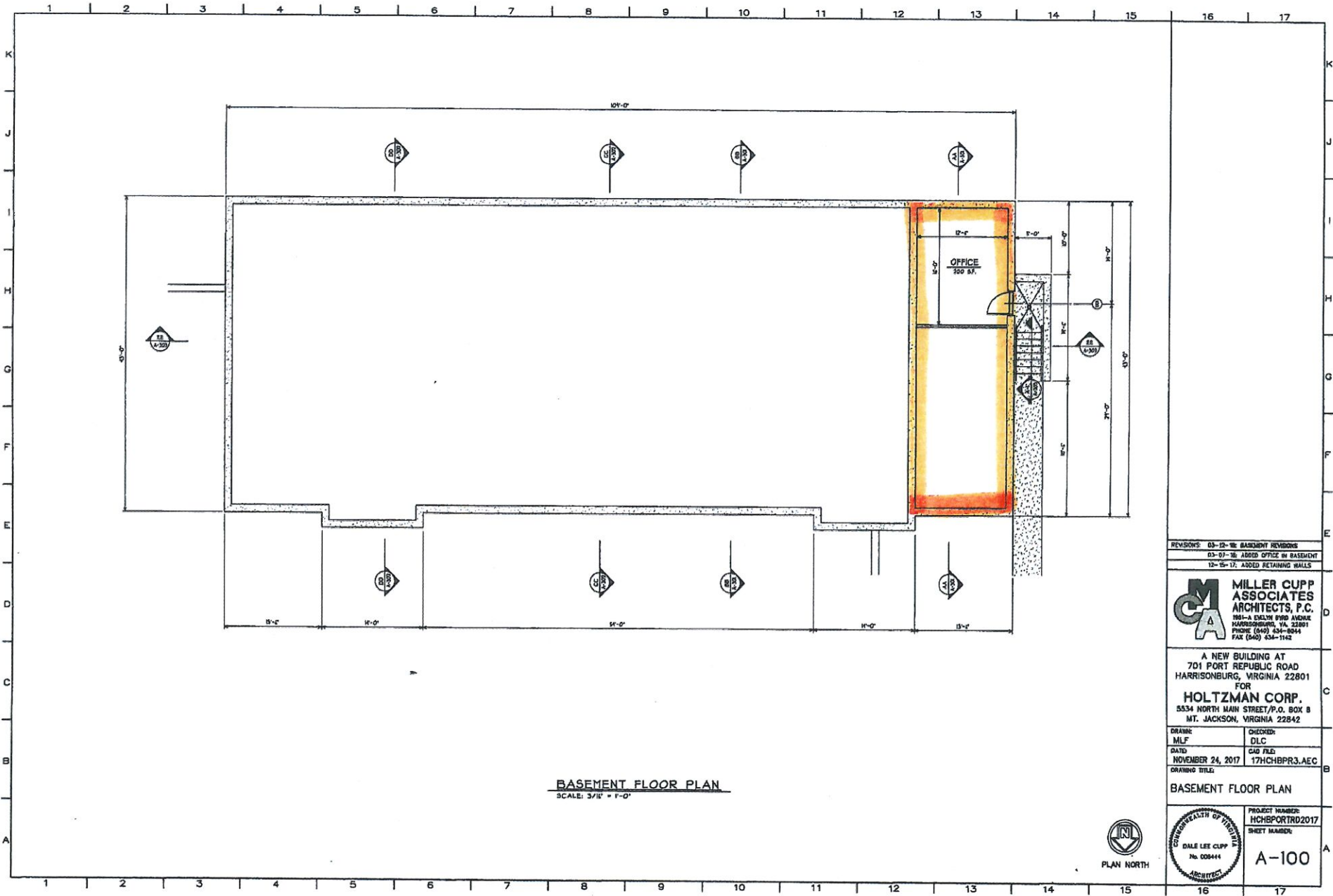
**Instructions**

Determination of trip generation rates shall be in conformance with ITE guidelines.

1. Based on the intended use(s), calculate the AM Peak and PM Peak trip generation using the AM and PM Peak Hour of Adjacent Street Traffic rates from the most current version of the ITE Trip Generation Manual (rows 1-6). Attach additional sheets as necessary for more uses.
2. Sum up all of the trips generated for the new uses in the Total New Trips row (row 7).
3. If the development has any existing uses, calculate the AM Peak and PM Peak trip generations using the AM and PM Peak Hour of Adjacent Street Traffic rates from the most current version of the ITE Trip Generation Manual (rows 8-13). Attach additional sheets as necessary for more uses.
4. Sum up all of the trips generated for the existing uses in the Total Existing Trips row (row 14).
5. Subtract the total existing trips from the total new trips to get the final total number of trips generated by the development (row 15). Enter these numbers on the first page.



# EXHIBIT A



REVISIONS: 03-12-16 BASEMENT REVISIONS  
03-07-16 ADDED OFFICE IN BASEMENT  
12-05-17 ADDED RETAINING WALLS

**MC** MILLER CUPP ASSOCIATES ARCHITECTS, P.C.  
191-A DELVIEW PIKE AVENUE  
HARRISONBURG, VA 22801  
PHONE (540) 434-1844  
FAX (540) 434-1142

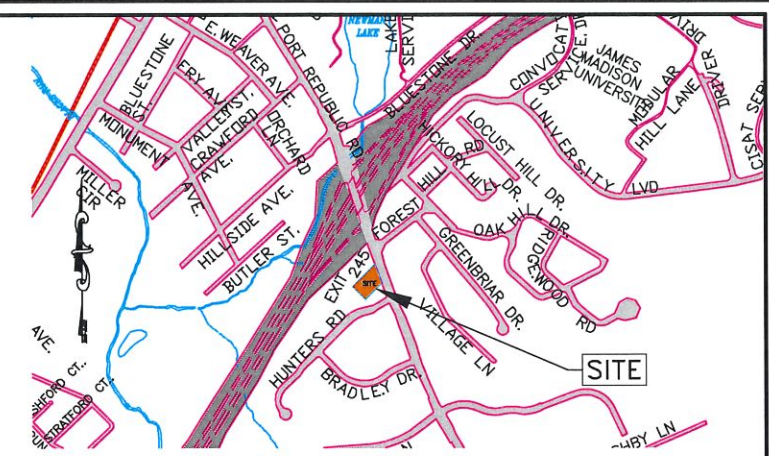
A NEW BUILDING AT  
701 PORT REPUBLIC ROAD  
HARRISONBURG, VIRGINIA 22801  
FOR  
**HOLTZMAN CORP.**  
5534 NORTH MAIN STREET, P.O. BOX 8  
MT. JACKSON, VIRGINIA 22842

DRAWN: MLF	CHECKED: DLC
DATE: NOVEMBER 24, 2017	CAD FILE: 17HCHBPR3.AEC
DRAWING TITLE:	

BASEMENT FLOOR PLAN



PROJECT NUMBER: HCHBPORTRD2017  
SHEET NUMBER: A-100



**VICINITY MAP**  
SCALE: 1" = 1000'

PROPOSED USE AND PARKING REQUIREMENTS							
PROPOSED BUILDING	USE	SIZE (SF)	RATE	EMPLOYEES	COMPANY VEHICLES	SPACES REQUIRED	
1	CONVENIENCE STORE	4,743	1/200	—	—	24	
1	BASEMENT STORAGE	520	1/0	—	—	0	
SECTION 10-3-25 (17) Retail				TOTAL SPACES REQUIRED			24
SECTION 10-3-25 (18) Warehousing and Storage				HANDICAP REQUIRED			1
				TOTAL SPACES PROVIDED			24
				HANDICAP PROVIDED			2
BICYCLE PARKING DCSM 2.6.10				RACK SPACES REQUIRED			4
				RACK SPACES PROVIDED			4

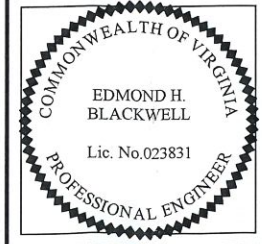
**LEGEND**

- SITE BOUNDARY
- E/T ELECTRIC/TELEPHONE
- METER/ TRANSFORMER
- GUY WIRE
- EXISTING UTILITY POLE
- EXISTING LIGHT POLES
- PROPOSED UTILITY POLE
- EXISTING PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED ROAD/EOP
- PROPOSED PARKING
- EXISTING ROAD
- CURBING: CG-6 OR CG-7
- CURBING: CG-2 OR CG-3
- HANDICAP PARKING
- CG-12/ASPHALT RAMP
- DUMPSTER
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER VALVE
- WATER METER
- CONCRETE PAVING
- GRASS AREA

**BLACKWELL ENGINEERING, PLC**  
566 East Market Street  
Harrisonburg, Virginia 22801  
Phone: (540) 432-9555 BE@BlackwellEngineering.com Fax: (540) 434-7604

Date:	NOV 2018
Revision Date	
	12-4-18
	12-10-18
	12-11-12 Parking Table

Designed by:	EHB	Scale:	AS SHOWN
Drawn by:	EHB		
Job No.	2446		



**SPECIAL USE PERMIT**

701 PORT REPUBLIC ROAD EXXON  
HOLTZMAN OIL CORPORATION  
PO BOX 8  
MT. JACKSON, VIRGINIA 22842

Drawing No.  
**SUP**  
of 1 Sheets