



PLANNING COMMISSION  
REGULAR MEETING  
AGENDA

November 5, 2025  
6:00 PM

Council Chambers, Rocky Mount Municipal Building  
345 Donald Avenue, Rocky Mount, Virginia

When speaking before Planning Commission, please come to the podium and give your name and address for the record. Please address the Planning Commission and not the audience. If you provide Planning Commission with any documentation, please also give a copy to the clerk prior to speaking.

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1. Roll Call
2. Hearing of Citizens
3. Approval of Agenda
4. Approval of Draft Minutes
  - 4.1. October 7, 2025 - Regular Meeting Minutes
5. Public Hearing
  - 5.1. Jubal's Retreat 1, LLC is requesting a waiver of 10-3-4, C.1 of the Rocky Mount Zoning and Subdivision Ordinance requiring that parcels adjoin public right of way. The property identified as Tax Map Number 2040038100 is part of a larger unified development known as Jubal's Retreat, located on Trail Drive, Rocky Mount, Virginia.
    - Staff Comments
    - Applicant Comments
    - Public Comments
6. Report of the Planning & Zoning Administrator
7. Adjournment

**TOWN OF ROCKY MOUNT  
PLANNING COMMISSION  
REGULAR MEETING MINUTES  
October 7, 2025  
6:00 P.M.**

The Planning Commission of the Town of Rocky Mount, Virginia met in the Council Chambers of the Rocky Mount Municipal Building, located at 345 Donald Avenue, Rocky Mount, Virginia, at 6:00 p.m. on October 7, 2025, for its regular monthly meeting with Chair Bud Blanchard presiding.

**Commission Members Present:**

- Chair Bud Blanchard
- Vice Chair Bobby Thompson
- Bill Ball
- Will Waller
- John Tiggie
- Janet Stockton
- Ina Clements

**Commission Members Absent:**

- None

**Staff Members Present:**

- Planning & Zoning Administrator Jessica Angle
- Planning Commission Secretary Cherie Compton
- Town Attorney John Boitnott

**HEARING OF CITIZENS**

None at this time

**APPROVAL OF AGENDA**

Additions or Corrections: None

Motion: To approve the agenda as presented

Motion By: Member Janet Stockton

Second: Member Ina Clements

Action: Approved by a unanimous vote of members present

**REVIEW AND CONSIDERATION OF MINUTES**

Let the record show that prior to the meeting, the Planning Commission received the following draft minutes for review and consideration of approval:

**September 2, 2025 - Regular Meeting Minutes**

October 7, 2025

Additions or Corrections: None

Motion: To approve minutes as presented

Motion By: Member John Tiggle

Second: Member Janet Stockton

Action: Approved by unanimous vote of members present

## **PUBLIC HEARINGS**

County of Franklin is requesting a special exception permit under Article 6-3 to allow Education Facility, Primary or Secondary; Education Facility, College, University, Business or Trade; and Public use on property located at 260 Weaver Street, Rocky Mount, VA, 24151, Franklin County Tax Map and Parcel Number 2040038403. Planning & Zoning Administrator Jessica Angle presented the members with the staff report. Steve Sandy Deputy County Administrator for Franklin County, Spectrum Design Engineer Michael Rakes, Superintendent of School Kevin Siers, and County Legal Counsel Chris Dadak presented an overview of the proposal and answered questions from the members.

Eric Sichau, CEO Roanoke Regional Chamber of Commerce, spoke in favor of the request.

Chair Bud Blanchard read aloud an email that was received after the meeting packet was published. An open discussion ensued.

Town of Rocky Mount Mayor, Holland Perdue spoke on behalf of Town Council. He requested that Planning Commission recommend approving the request presented.

Hearing no further discussion, Chair Blachard asked for a motion.

Motion: Recommend Town Council approve the request for a special exception permit to allow Education Facility, Primary or Secondary; Education Facility, College, University, Business or Trade; and Public use on property located at 260 Weaver Street, Rocky Mount, VA, 24151, Franklin County Tax Map and Parcel Number 2040038403, subject to the conditions recommended by staff.

Motion By: Member Janet Stockton

Second: Member John Tiggle

Action: Approved by unanimous vote of members present

## **REPORT OF COMMITTEES**

None at this time

October 7, 2025

**OLD BUSINESS**

None at this time

**NEW BUSINESS**

**2026 Meeting Calendar**

Mrs. Angle presented the proposed Planning Commission meeting dates for 2026 for the Commission to review.

Motion: To approve Planning Commission dates with the correction of moving the August meeting to August 5 due to National Night Out.

Motion By: Member John Tiggle

Second: Member Janet Stockton

Action: Approved by unanimous vote of members present

**Zoning Map Discussion**

Mrs. Angle asked members about considering rezoning of residential properties within Central Business District that are legal nonconforming properties and are limited to how they can expand or modify their homes. First step would be to have property owners come in for discussion on how the zoning change would affect their property. Planning would hold work sessions to discuss the properties. An open discussion ensued; members agreed to moving forward with this process.

**REPORT OF PLANNING & ZONING ADMINISTRATOR**

Zoning Administrator Jessica Angle presented several Planning & Zoning updates.

Hearing no further comments, Chair Blanchard asked for a motion to adjourn.

**ADJOURNMENT**

Motion to Adjourn By: Vice Chair Bobby Thompson

Second: Member John Tiggle

Action: Approved by a unanimous vote of members present

Time of Adjournment: 6:38 p.m.

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Bud Blanchard, Chair

**ATTEST:**

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Cherie Compton, Secretary



STAFF REPORT

PETITIONER: Jubal's Retreat 1, LLC

REQUEST: Waiver Request of Article 10-3-4, C.1 which requires that all subdivided parcels adjoin a public right of way

LOCATION: Trail Drive, Rocky Mount, Virginia

VA TAX PARCEL: 2040038100

HEARING DATE: Planning Commission, November 5, 2025  
Town Council, November 11, 2025

**EXECUTIVE SUMMARY:**

Jubal's retreat has submitted a request for a waiver of Section 10-3-4. C.1 of the Rocky Mount Zoning and Subdivision Ordinance, which requires that all subdivided parcels adjoin a public right-of-way. The subject property, identified as Tax Map Number 2040038100, is part of the larger development known as Jubal's Retreat, located on Trail Drive in Rocky Mount, Virginia.

**BACKGROUND:**

The proposed subdivision involves dividing a portion of the existing development for financing purposes. The new parcel will not directly adjoin a public right-of-way, as required by the ordinance. However, it functions as part of a larger integrated development with shared infrastructure, internal access, and coordinated site improvements under the existing approved development plan for Jubal's Retreat.

**STAFF ANALYSIS:**

The intent of section 10-3-4, C.1 is to ensure that each parcel created through subdivision has legal physical access to a public right-of-way for adequate ingress, egress, and service access. In this case, the parcel in question continues to operate as a component of Jubal's Retreat development, with established internal circulation and access from Trail Drive. No additional access points or infrastructure are proposed.

Staff reviewed the request and determined that the waiver will not create access, maintenance or service concerns, provided that the unified development is maintained through a binding agreement. Staff along with the Town Attorney reviewed the attached Uniform Development agreement. This agreement stipulates that the parcels within Jubal's Retreat will continue to be treated as a single unified property for all planning, zoning, and development purposes; and any future modifications, redevelopment, or sale shall maintain the integrity and unified operation of the development. Staff recommends approval of the requested waiver of Section 10-3-4, C.1, subject to the fully executed and recorded Unified Development Agreement.

**POSSIBLE MOTIONS:**

Approval:

I move to recommend that Town Council approve the waiver request for Tax Map Parcel 2040038100, subject to the fully executed and recorded Unified Development Agreement.

Denial:

I move to recommend Town Council deny the waiver request for Tax Map Parcel 2040038100 (on the following grounds, if needed):\_\_\_\_\_

October 9, 2025

RE: Waiver Request

To whom it may concern,

On behalf of Jubals Retreat 1, LLC, I am requesting a waiver from the zoning and subdivision ordinance section 10-3-4, C.1. requiring that each parcel adjoin a public right-of-way. The property, identified as Tax Map Number 204.00-381.00, is part of a larger unified development known as Jubals Retreat, located on Trail Drive in Rocky Mount, VA.

This request is being made to facilitate the subdivision of the existing property in order to obtain financing for the remaining portions of the development. Although the new parcel created through subdivision will not directly adjoin a public right-of-way, it is part of the overall development, which has established access to the public roadway network and shared infrastructure. The parcel functions as part of the larger project and cannot be developed independently.

As part of this request, Jubals Retreat 1, LLC agrees that all resulting parcels within Jubals Retreat will continue to be treated as a single, unified property for the purposes of development, planning, zoning, and any future projects. This commitment will be documented through an agreement or recorded covenant ensuring that the parcels remain functionally and administratively linked unless otherwise approved by the Town.

Approval of this waiver will allow the applicant to move forward with necessary financing arrangements while maintaining consistency with the intent of the subdivision regulations. The request does not alter site access, development patterns, or the functional integrity of the overall project.

We appreciate your consideration of this request and are happy to provide any additional documentation needed to support it.

Sincerely,

A handwritten signature in black ink, appearing to read "David Peters, Jr.", written in a cursive style.

David Peters, Jr

Jubals Retreat 1, LLC, Member/Manager

**DECLARATION OF UNIFIED DEVELOPMENT  
RESTRICTIONS, COVENANTS AND CONDITIONS  
AND  
UNIFIED DEVELOPMENT AGREEMENT  
JUBALS RETREAT 1 LLC AND THE TOWN OF ROCKY MOUNT**

This declaration of unified development restrictions, covenants and conditions and unified development agreement dated October 9, 2025, by and between Jubals Retreat 1, LLC, a Virginia limited liability company (the "Developer"), and the Town of Rocky Mount, a Virginia municipality (the "Town"), imposes certain restrictions, covenants and conditions which shall apply to the property located on Trail Drive and Jubals Pass, containing 4.082 acres, identified as Tax Map Number 204.00-381.00 (the "Property"), and provides as follows:

**RECITALS**

1. The Town's Zoning and Subdivision Ordinance provides that the Developer may request a waiver in cases where strict adherence to the general regulations of the ordinance would result in substantial injustice or hardship.
2. In order to permit the reasonable and orderly development of the undeveloped portion of the Property, the Developer desires to request a waiver in order to subdivide the Property into two tracts.
3. The Developer has agreed to impose upon the Property these restrictions, covenants and conditions for the benefit of the Property as part of the request for a waiver.
4. The Developer declares that the Property is subject to the following restrictions, covenants and conditions, which shall run with the Property and bind all parties having right, title, or interest in or to the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of the Property. Each contract, deed or conveyance of any kind conveying all or a portion of the Property shall conclusively be held to have been executed, delivered, and accepted subject to the following restrictions, covenants and conditions, regardless of whether or not they are set out in full or by reference in each contract, deed or conveyance.

**SPECIFIC AGREEMENTS AND RESTRICTIONS:**

5. The above Recitals are incorporated into this Restrictive Covenant for all purposes.
6. For purposes of site plan review, modification, or approval by the Town, the Property shall be constructed as a unified development single site. Any proposed modifications to the tracts or any portion of a tract shall be construed as a modification to a single site, requiring review of all the Property according to the provisions of the Town's Zoning and Subdivision Ordinance. This paragraph applies to, but is not limited to, access to a public street, the extent of impervious coverage, access parking, and landscaping of the Property.

7. The Developer shall develop the undeveloped portion of the Property into an apartment complex in substantial conformity with the existing apartment complex.

8. The Developer shall establish and create an easement for joint access between the tracts for ingress to and egress from all or a portion of the Property over, across and along the Property to Trail Drive. The joint access must allow pedestrian and vehicular traffic to move freely to Trail Drive, or between the tracts, or both. Any change of any aspect of a tract may not interfere with this joint access.

9. The Developer shall grant and convey to the Town a non-exclusive easement for ingress to and egress from all or a portion of the Property over, across and along the Property to Trail Drive as may be necessary or desirable to access all or a portion of the Property, together with (i) the right of free and uninterrupted access at all times over, across and along the easement, (ii) the right to eliminate any encroachments in the easement that interfere in any material way or are inconsistent with the rights granted the Town under this agreement as determined by the Town in its sole discretion, and (iii) any and all rights and appurtenances pertaining to use of the easement.

10. The Developer shall maintain the easement in a manner suitable for pedestrian and vehicular traffic at all times. In the event the easement is not properly maintained, the Town at its option may perform the maintenance and subject the Property to a judicially enforceable lien on the Property to secure the payment of all Town costs necessary to perform the maintenance.

11. All parking for developments must be reciprocal, which means that the parking serves both tracts. Any change of any aspect of a tract shall not interfere with the reciprocal parking agreement between both tracts.

12. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Property Owner to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Property Owner may have by reason of any breach of this Restrictive Covenant.

13. Whenever performance is required of the Developer, the Developer shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Developer (financial inability, imprudent management or negligence excepted), then the time for performance shall be extended by the amount of delay actually so caused.

14. This Restrictive Covenant and the restrictions created by this agreement inure to the benefit of and bind the Developer and its successors and assigns. When a Property Owner conveys all or any portion of the Property, the former Owner shall be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in

connection with the Property conveyed by it from and after the date of recording of the conveyance, but no conveyance releases the former Owner from any liabilities, if any, actual or contingent, existing as of the time of the conveyance.

15. Unless modified, amended, or terminated according to Paragraph 23, this Restrictive Covenant shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of forty (40) years.

16. This Restrictive Covenant shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property or any part of the Property is vested in one party or entity.

17. The provisions of this Restrictive Covenant shall be deemed to be independent and severable, and the invalidity or partial invalidity of any provision does not affect the validity or enforceability of any other provision.

18. This Restrictive Covenant contains all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter of this agreement. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant. The provisions of this Restrictive Covenant shall be construed as a whole according to their common meaning and not strictly for or against any party.

19. This Restrictive Covenant and all rights and obligations created by this agreement shall be governed by the laws of the Commonwealth of Virginia.

20. Any notice to the Developer, a Property Owner, or the Town must be in writing and given by delivering the same to the party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

21. None of the terms or provisions of this Restrictive Covenant shall be deemed to create a partnership between or among the Developer, a Property Owner, or the Town in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.

22. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it shall be lawful for the Town to prosecute proceedings at law or in equity against the person or entity violating or attempting to violate this Restrictive Covenant and to prevent any person or entity from violating or attempting to violate this Restrictive Covenant. The failure at any time to enforce this Restrictive Covenant by the Town, whether any violations are known or not, does not constitute a waiver or estoppel of the right to do so.

23. This Restrictive Covenant, but not the grant of the easement, may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the land records of Clerk's Office of the Circuit Court of Franklin County, Virginia, executed, acknowledged and approved by the Town and all of the Owners of the Property at the time of the modification, amendment, or termination. The easement may only be modified, amended or terminated upon filing and obtaining approval of an application for modification, partial vacation, or vacation of the easement in compliance with the requirements of the Town Code.

WITNESS the following signatures and seals:

Jubals Retreat 1, LLC  
By: [Signature] (SEAL)  
David A. Peters, Jr.

STATE OF VIRGINIA, AT-LARGE,  
COUNTY OF FRANKLIN, to-wit:

The foregoing instrument was acknowledged before me this 10 day of October, 2025, by David A. Peters, Jr., in his capacity as Member/Manager of Jubals Retreat 1, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: 11.30.25  
[Signature]  
Notary Public



Town of Rocky Mount  
By: \_\_\_\_\_ (SEAL)  
Robert J. Wood

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Robert J. Wood, Town Manager, on behalf of the Town of Rocky Mount.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

Approved as to form:

Town of Rocky Mount  
By: \_\_\_\_\_  
Town Attorney

**TOWN OF ROCKY MOUNT AFFIDAVIT OF MAILING**

I, Cherie Compton Clerk for the Town of Rocky Mount Planning Commission, do hereby certify that on October 23, 2025, I mailed by **first-class mail, postage prepaid**, a true and correct copy of the following notice:

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Pursuant to the Town of Rocky Mount Zoning & Subdivision Ordinance and the Code of Virginia, the Rocky Mount Planning Commission will hold a **public hearing at 6:00 p.m., Wednesday, November 5, 2025**, in the Council Chambers at the Rocky Mount Municipal Building, located at 345 Donald Avenue, Rocky Mount, Virginia, to which all interested parties are invited in reference to the following waiver request.

*Jubal's Retreat 1, LLC is requesting a waiver of 10-3-4, C. 1 of the Rocky Mount Zoning and Subdivision Ordinance requiring that parcels adjoin public right of way. The property identified as Tax Map Number 2040038100 is part of a larger unified development known as Jubal's Retreat, located on Trail Drive, Rocky Mount, Virginia.*

to the property owners and/or parties of interest as required by the Town Code of Rocky Mount and the Code of Virginia. A list of those to whom notice was mailed is attached hereto and incorporated as **Exhibit A**.

Said notices were placed in the United States Mail at Rocky Mount, Virginia, with proper postage affixed.

This certification is made in compliance with the notice requirements of the Town Code of Rocky Mount and the Code of Virginia.

\*\*Certified this 23 day of October, 2025.\*\*

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**Signature**

Name: Cherie Compton

Title: Planning Commission Clerk

Town of Rocky Mount, Virginia

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**EXHIBIT A**

**List of Property Owners and/or Parties of Interest Notified**

First Name	Last Name	Address Line 1	City	State	ZIP Code	Tax_Map_Number
Jubals Retreat 1 LLC		275 Corporate Drive	Rocky Mount	VA	24151	2040038100

First Name	Last Name	Address Line 1	City	State	ZIP Code	Tax_Map_Number_
Prop Development LLC		19868 Virgil H Goode Hwy	Rocky Mount	VA	24151	2030000100
Stephen A	Richards III	558 Trail Drive	Rocky Mount	VA	24151	2010008101
Jess M	Dunford	556 Trail Drive	Rocky Mount	VA	24151	2010008100
Dien T & Muoi T	Nguyen	490 Lake View Drive	Rocky Mount	VA	24151	2010008000
Charles Stacy	Ledbetter	510 Trail Drive	Rocky Mount	VA	24151	2010007800
Brian & Anthony Cundiff, Phyllis Lavinder, Sarah Bowles & Other	c/o Anthony Cundiff	4929 Northwood Drive	Roanoke	VA	24017	2010007900
Marie H Hudson	c/o Sandra Robertson	280 Fifth Ave	Collinsville	VA	24078	2010007700
Atanacio Garcia	Gonzalez	3992 Fork Mountain Road	Rocky Mount	VA	24151	2010007600
Valley Real Estate Holdings LLC		Po Box 13527	Roanoke	VA	24035	2010006300
Ruby L	Lynch	400 Trail Drive	Rocky Mount	VA	24151	2010007501
Michael J	Valentine	380 Trail Drive	Rocky Mount	VA	24151	2040037902
Hales Painting Inc		Po Box 805	Hardy	VA	24101	2040037800
Jackie & Lynda	Spence	920 State Street	Rocky Mount	VA	24151	2040038200
Ferguson Land Company		Po Box 828	Rocky Mount	VA	24151	2040038301

*(Add additional pages as needed.)*