



Application for  
**Rezoning**

Complete this application in its entirety and submit pages 4 and 5 along with the required materials (including any required supplements) as listed on page 2 to the address below:

City of Hampton  
Community Development Department, Planning Division  
22 Lincoln Street, 5th Floor  
Hampton, Virginia 23669

OFFICE USE ONLY  
Date Received:

**September 11, 2024**

Case Number: RZ **24 - 0431**

**1. PROPERTY INFORMATION**

Address or Location 1807 W. Queen Street, Hampton, VA 23666

LRSN 300473 Current Zoning District R-11 Proposed Zoning District MD-4

Current Land Use Residential

Proposed Land Use One (1) Memory Care Assisted Living Facility

The proposed use will be in:  an existing building  a new addition  a new building

**2. PROPERTY OWNER INFORMATION (an individual or a legal entity may be listed as owner)**

Owner's Name Arnita Snead Brooks

Address 4060 Ravine Gap Drive City Suffolk State VA Zip 23434

Phone 757-329-6886 Email pastor dr brooks@outlook.com

**3. APPLICANT INFORMATION (if different from owner)**

Applicant's Name Brooks-Joseph Memory Care I, LLC + Brooks-Joseph Memory Care II, LLC

Address 1024 Centerbrooke Ln., Ste F#187 City Suffolk State VA Zip 23434

Phone 757-866-2881 Email info@Brooksjinc.com

**4. APPLICANT AGENT INFORMATION (if different from applicant)**

Agent's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**5. CERTIFICATION FOR LEGAL ENTITY PROPERTY OWNERS**

Complete this section only if the property owner is **not** an individual but rather a legal entity such as a corporation, trust, LLC, partnership, diocese, etc. as specified in Step 2 above.

"I hereby submit that I am legally authorized to execute this application on behalf of the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge."

Name(s), title(s), signature(s), and date(s) of authorized representative(s) of the legal entity (attach additional page if necessary):

Name of Legal Entity \_\_\_\_\_

Signed by:

Name (printed) \_\_\_\_\_, Its (title) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_, Its (title) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_, Its (title) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**6. CERTIFICATION FOR INDIVIDUAL PROPERTY OWNERS**

Complete this section only if the property owner is an individual or individuals.

"I hereby submit that I am the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge."

Name(s), signature(s), and date(s) of owner(s) (attach additional page if necessary):

Name (printed) Arnita Snead Brooks

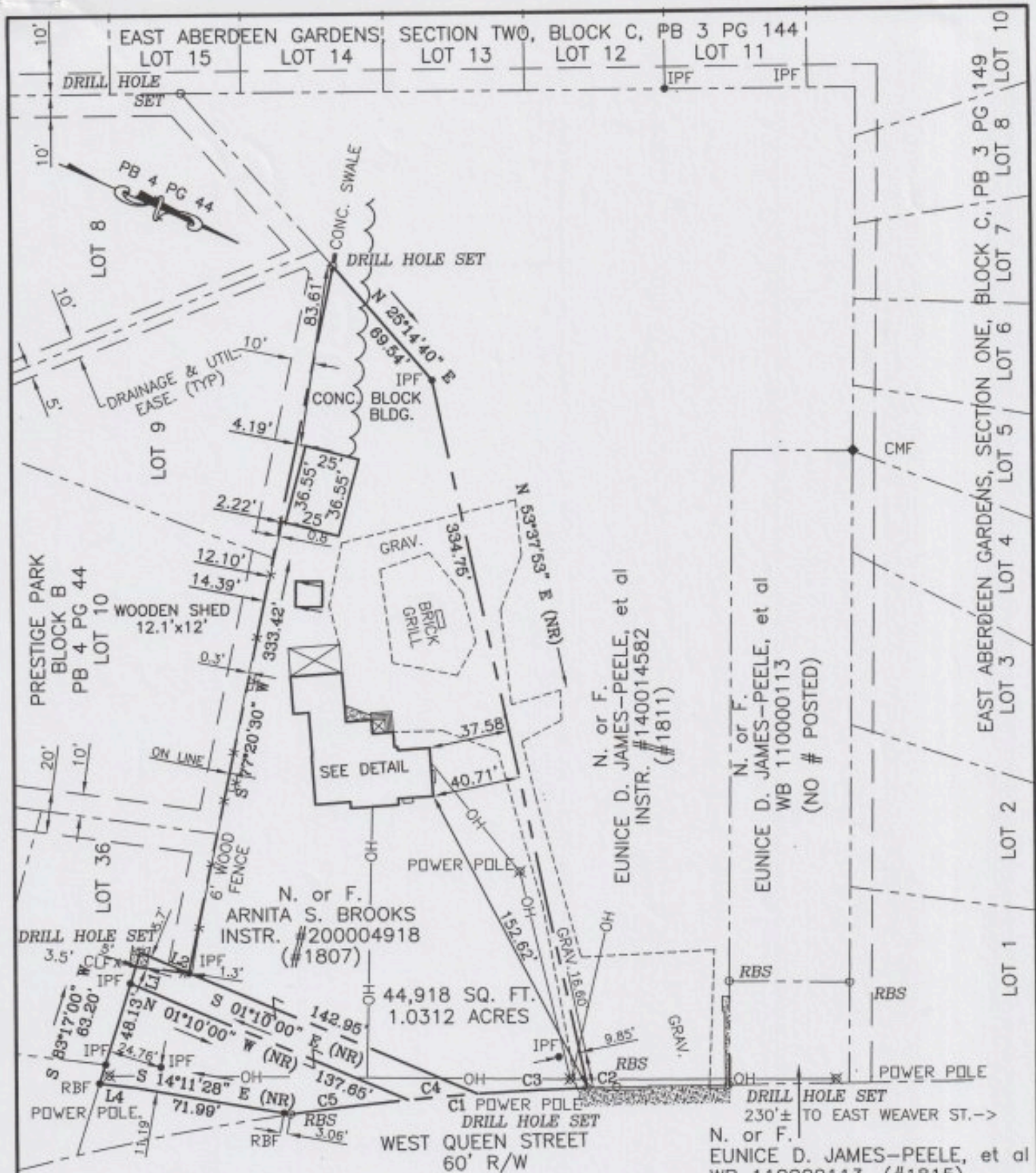
Signature [Handwritten Signature] Date 9/8/2024

Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

<small>OFFICE USE ONLY</small>		
<input type="checkbox"/> Application Form	<input type="checkbox"/> Narrative Statement	<input type="checkbox"/> Proffer Statement
<input type="checkbox"/> Application Fee	<input type="checkbox"/> Survey Plat	<input type="checkbox"/> Additional materials (if required)





N. or F.  
EUNICE D. JAMES-PEELE, et al  
INSTR. #140014582  
(#1811)

N. or F.  
EUNICE D. JAMES-PEELE, et al  
WB 110000113  
(NO # POSTED)

N. or F.  
EUNICE D. JAMES-PEELE, et al  
WB 110000113, (#1815)

NOTES: UNDERGROUND UTILITIES EXCEPT AS SHOWN  
 THIS PROPERTY IS LOCATED IN FIRM ZONE X,  
 (UNSHADED)(AREA OUTSIDE 0.2% ANNUAL CHANCE FLOOD)  
 AS SHOWN ON COMMUNITY PANEL NO. 515527 0017 H  
 DATED MAY 16, 2016 (INDEX DATE MAY 16, 2016)  
 REF: INSTR. #200004918, PB 4 PG 44, PB 3 PG 144,  
 PB 3 PG 149, W. QUEEN ST. & TODDS LN. RELOCATION  
 PROJECT SHEETS 3 & 4 (PROVIDED BY CITY)  
 INSTR. #140014582  
 NO TITLE REPORT PROVIDED  
 ALL EASEMENTS MAY NOT BE SHOWN

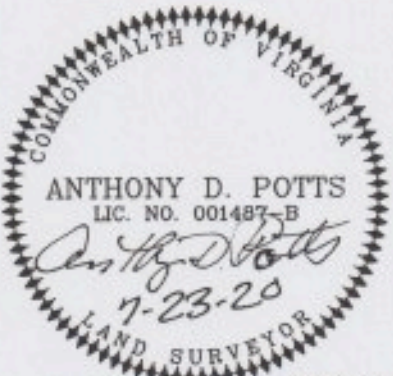
#1807 W. QUEEN STREET SHEET 1 OF 2

PHYSICAL SURVEY OF THE PROPERTY OF  
**ARNITA SNEAD BROOKS**

**THREE PARCELS OF LAND CONTAINING  
 1.0312 ACRES**

HAMPTON, VIRGINIA

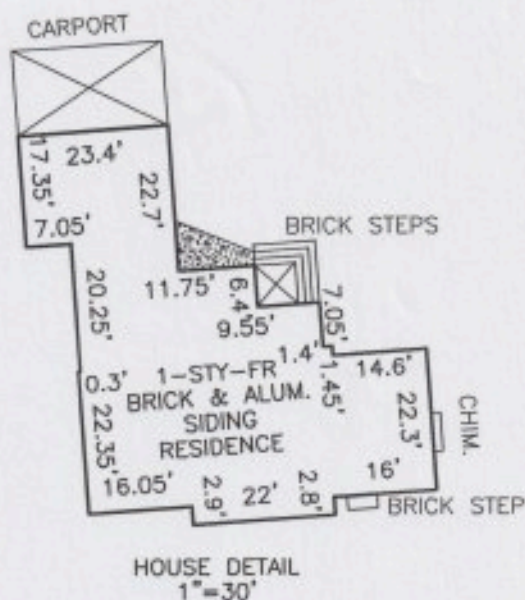
ADPA A.D. POTTS & ASSOCIATES, INC.  
 11524 JEFFERSON AVENUE  
 NEWPORT NEWS, VIRGINIA 23601  
 PHONE: (757) 595-4610  
 SCALE: 1"=60' DATE: 7/23/20



THIS IS TO CERTIFY THAT ON JULY 23, 2020  
 I PERFORMED A CURRENT FIELD SURVEY OF THE PROPERTY  
 SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE  
 WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT.  
 THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES  
 AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS  
 ON THE PROPERTY EXCEPT AS SHOWN.

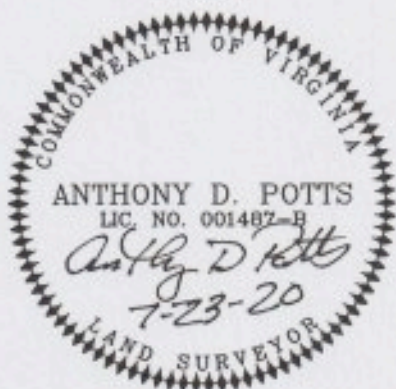
*Anthony D. Potts*  
 ANTHONY D. POTTS, L.S.





CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	07°20'04"	1175.92'	150.53'	75.37'	150.43'	N 28°49'45" W
C2	00°39'33"	1175.92'	13.53'	6.76'	13.53'	N 25°29'29" W
C3	02°29'05"	1175.92'	51.00'	25.50'	50.99'	N 27°03'48" W
C4	01°33'39"	1175.92'	32.03'	16.02'	32.03'	N 29°05'11" W
C5	02°37'47"	1175.92'	53.97'	26.99'	53.96'	N 31°10'54" W

LINE	BEARING	DISTANCE
L1	S 83°17'00" W	15.07'
L2	N 01°10'00" W	24.46'
L4	S 17°19'25" E	17.02'



THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DATE HERE I  
PERFORMED A CURRENT FIELD SURVEY OF THE PROPERTY  
SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE  
WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT.  
THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES  
AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS  
ON THE PROPERTY EXCEPT AS SHOWN.

*Anthony D. Potts*  
ANTHONY D. POTTS, L.S.

#1807 W. QUEEN STREET SHEET 2 OF 2

PHYSICAL SURVEY OF THE PROPERTY OF  
**ARNITA SNEAD BROOKS**

**THREE PARCELS OF LAND CONTAINING  
1.0312 ACRES**

HAMPTON, VIRGINIA

ADPA A.D. POTTS & ASSOCIATES, INC.  
11524 JEFFERSON AVENUE  
NEWPORT NEWS, VIRGINIA 23601  
PHONE: (757) 595-4610



SCALE: 1"=60' DATE: 7/23/20

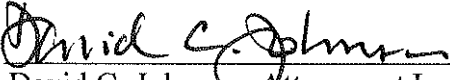
**TITLE CERTIFICATION AND LIEN DISCLOSURE**

1807 West Queen Street, Hampton, Virginia 23666  
Tax ID: 3004763

The undersigned Virginia licensed attorney is the attorney for Arnita Snead Brooks (the "Owner"), the titled owner of the property located at 1807 West Queen Street, Hampton, Virginia 23666, as more particularly described as set forth on Exhibit A attached hereto (the "Property"). The owner is the applicant for a rezoning of 1807 West Queen Street. In my capacity as attorney for the Owner, I procured a title search and title insurance commitment for the Property from Beach Title, Inc. with an effective date of November 1, 2023, a copy of which is attached hereto (the "Title Report"). Based solely on the Title Report, as required by Section 14-24(5) of the Hampton Zoning Ordinance, I hereby certify as follows:

1. Title to the Property is in the name of: Arnita Snead Brooks (the "Owner").
2. The property was acquired by the Owner via instruments of record in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia as follows:
  - a. Quit Claim Deed from Arnita Snead Brooks, F/K/A Arnita S. Perry, Surviving Spouse of Lowell H. Perry, as Grantor, and Arnita Snead Brooks, Grantee, dated March 30, 2020, and recorded April 13, 2020, in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Instrument Number 200004918.
3. The following are all of the deeds of trust/liens on the Property:
  - a. Deed of Trust dated March 30, 2020, from Arnita Snead Brooks to Commonwealth Trustee, LLC, as Trustee(s) for the benefit of Mortgage Electronic Registration Systems, Inc. as grantee/beneficiary for Nationstar Mortgage DBA Mr. Cooper, securing \$159,207.00, recorded April 13, 2020 in the Clerk's Office of the Circuit Court for the City of Hampton Virginia, in Instrument Number 200004919.

Dated: Nov. 28, 2023

Signature:   
David C. Johnson, Attorney at Law  
Virginia Beach Law Group  
4525 South Boulevard, Suite 203  
Virginia Beach, VA 23452  
(757) 486-4529

## EXHIBIT "A"

### PARCEL ONE:

ALL THAT certain parcel containing .91 acres, more or less and being bounded on the East by Parcel Three hereinafter described; on the South by the property conveyed to Prestige Properties, Inc., by Deed recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 280, Page 349; and on the Northwest by the property conveyed to Alvin Newby by Deed recorded in the aforesaid Clerk's Office in Deed Book 106, Page 548.

BEING the Northerly portion of the Property conveyed to Edward Blizzard by Deed recorded in the aforesaid Clerk's Office in Deed Book 106, Page 555.

### PARCEL TWO:

ALL THAT parcel designated as 0.194 acre on a certain plat entitled, "Plat of 0.194 acre of land of Sawyer Swamp Road, Elizabeth City County, Virginia, being sold by C. E. Jones (sometimes known as Cornelius Jones) to Elizabeth Blizzard", which said plat was made by George E. Saunders and is recorded in the aforesaid Clerk's Office in Deed Book 217, Page 345.

### PARCEL THREE:

ALL THAT certain strip of land 15 feet in width and being bounded on the East by Parcel Two hereinabove described; on the West by Parcel One hereinabove described; and on the North by West Queen Street (formerly Sawyer Swamp Road).

EXCEPTING therefrom those portions of the aforementioned parcels conveyed to the City of Hampton for highway purposes by Deed recorded in the aforesaid Clerk's Office in Deed Book 301, Page 161.

This has an address of: 1807 West Queen Street, Hampton, VA 23666

Gpin/Account No: 3004763

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

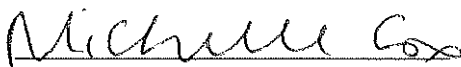
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


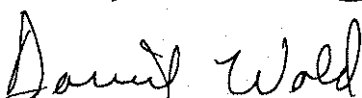
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of Beach Title, Inc.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
Authorized Signatory

By  President  
Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**ALTA PLAIN ENGLISH TITLE INSURANCE COMMITMENT  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE A**

**Commitment Number: n/a**

**Prepared For:**

Beach Title, Inc.  
4525 South Boulevard, Suite 203  
Virginia Beach, VA 23452  
Phone: (757) 486-4529 Fax: (757) 486-4530

1. Commitment Date: November 1, 2023 at 8:00 a.m.

2. Policy (or policies) to be issued:

OWNER'S POLICY: (Alta Owners Policy of Title Insurance 06-17-06) Policy Amount: \$n/a

Proposed Insured:

**Arnita Snead Brooks**

LOAN POLICY: (Alta Loan Policy 2006) Policy Amount: \$n/a

Proposed Insured:

**n/a**

3. Fee Simple interest in the land described in this commitment is owned, at the Commitment Date, by:

**Arnita Snead Brooks**

4. The land referred to in the Commitment is described as follows:

**PARCEL ONE: That certain parcel containing .91 acres, more or less and being bounded on the East by parcel three hereinafter described; on the South by the property conveyed to Prestige Properties, Inc., by deed recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 280, page 349; and on the Northwest by the property conveyed to Alvin Newby by Deed recorded in the aforesaid Clerk's Office in Deed Book 106, page 548.**

**Being the Northerly portion of the property conveyed to Edward Blizzard by deed recorded in the aforesaid Clerk's Office in Deed Book 106, page 555.**

**PARCEL TWO: All that parcel designated as 0.194 acre on a certain plat entitled, "Plat of 0.194 acre of land of Sawyer Swamp Road, Elizabeth City County, Virginia being sold by C. E. Jones (sometimes known as Cornelius Jones) to Elizabeth Blizzard", which said plat was made by George E. Saunders and is recorded in the aforesaid Clerk's Office in Deed Book 217, page 345.**

**PARCEL THREE: All that certain strip of land 15 feet in width and being bounded on the East by parcel two hereinabove described; on the West by parcel one hereinabove described; and on North by West Queen Street (formerly Sawyer Swamp Road).**

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**ALTA PLAIN ENGLISH TITLE INSURANCE COMMITMENT  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE A**

**Commitment Number: n/a**

**Excepting therefrom those portions of the aforementioned parcels conveyed to the City of Hampton for highway purposes by deed recorded in the aforesaid Clerk's Office in Deed Book 301, page 161.**

**IT BEING the same property conveyed to Arnita Snead Brooks by deed from Arnita Snead Brooks, formerly known as Arnita S. Perry, surviving spouse of Lowell H. Perry dated March 30, 2020 and duly recorded April 13, 2020 in the Clerk's Office, Circuit Court, City of Hampton, Virginia as Instrument No. 200004918.**

**Property Address: 1807 W. Queen Street, Hampton, VA 23666**

**\*\* For Company reference purpose only, not an insuring provision\*\***

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**ALTA PLAIN ENGLISH TITLE INSURANCE COMMITMENT  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE B – SECTION I  
REQUIREMENTS**

**Commitment Number: n/a**

All of the following Requirements must be met:

- a. Pay the agreed amount for the estate or interest to be insured.
- b. Pay the premiums, fees, and charges for the Policy to the Company.
- c. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

d. Tax Information:

The following is provided for informational purposes only and no liability is assumed by the Company for its accuracy. Approved Closing Attorney or Approved Closing Entity, must verify current tax status and certify said status with application for policy.

**Tax Assessments:** Taxes paid through 2<sup>nd</sup> half 2022-2023

Land: \$70,500.00

Improvements: \$200,600.00

Total: \$271,100.00

Yearly Taxes: \$3144.76

GPIN Number: 03R005 00 00000

Stormwater- \$70.98 due December 5, 2023

- e. You must provide us with proof (affidavit or lien waiver) that there has been no labor performed or material furnished for renovation, repair, or construction of improvements on the subject land for which a lien could be filed.
- f. The Owner's Affidavit, Agreement, and Gap Indemnity must be executed prior to the recordation of the Instruments creating the estate or interest and must show no exceptions. However, if any exceptions are noted, they must be disclosed on the final certification provided for issuance of the final title insurance policy(ies).
- g. You must pay and release of record the following items:
  1. Deed of Trust from Arnita Snead Brooks to Commonwealth Trustees, LLC, Trustee, dated March 20, 2020 and recorded April 13, 2020 as Instrument No. 200004919 among the land records of Hampton, Virginia, securing Nationstar Mortgage LLC d/b/a Mr. Cooper, in the original principal sum stated as \$159,267.00.

h. Special Requirements:

1. Closing Attorney/Agent to pay any real estate taxes or storm water assessments that may be due at closing.
2. Run PACER report on current owners to determine if bankruptcy has been filed. If any party is in bankruptcy, the Company must receive a satisfactory, final and non-appealable Court order (a) authorizing the transaction to be insured or (b) declaring the property exempt in a Chapter 7 Bankruptcy, the trustee may give written notice that the real estate has been abandoned. Additional requirements or exceptions may be made upon review after the 14

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**ALTA PLAIN ENGLISH TITLE INSURANCE COMMITMENT  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE B – SECTION I  
REQUIREMENTS**

**Commitment Number: n/a**

day appeal period has passed without appeal.

3. If the Clerk's Office of the Circuit Court of Hampton closes or will not accept required documents for recording electronically or by delivery to the Clerk's Office (even though it may be closed to the public), then all providers of settlement funds, including the lender, borrower(s), and any other provider funds must agree in a separate written instrument to direct the disbursement of settlement funds before required documents are recorded, pursuant to VA. Code § 55.1-903.
4. If the Clerk's Office of the Circuit Court of Hampton is only recording documents electronically, then the parties must agree to e-recording of documents.

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**ALTA PLAIN ENGLISH TITLE INSURANCE COMMITMENT  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE B – SECTION II  
EXCEPTIONS**

**Commitment Number: n/a**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

1. Rights or claims of parties in possession not shown by the public records.
2. Any easements, claims of easements, servitudes, discrepancies, conflict, or shortage in area or boundary lines, or any encroachment or protrusions or overlapping of improvements, whether or not appearing in the public records, which would be disclosed by an accurate survey and inspection of the premises ("Survey Matters"). This policy provides no coverage for such Survey Matters under Covered Risks 13, 21, 23 and 24.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
5. Taxes or special assessments which not shown as existing liens by the public records.

**SPECIAL EXCEPTIONS:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches or is disclosed between the Commitment Date and the date on which all of the Schedule B, Section I - Requirements are met.
2. Taxes and storm water fees subsequent to those for the 1<sup>st</sup> half 2022-2023, a lien, but not yet due and payable, and all other taxes for subsequent years, not yet due and payable.
3. Any and all matters as disclosed on the recorded plat of subdivision.

Notwithstanding the provisions of Paragraph 3(d) of the Exclusions from Coverage in the policy or policies to be issued, the policy or policies will insure the Insured against loss or damage (including costs, attorneys' fees and expenses) arising by reason of defects, liens, encumbrances or other recorded matters first appearing in the Public Records after the effective date of this commitment but prior to the date the documents to be insured are recorded.

NOTE: As to the proposed Loan Policy, General Exception(s) Number 2 is hereby deleted; and General Exception(s) Number 1, 3, 4 and 5 will not appear on the final policy provided that the requirements appearing under Schedule B, Part I herein, have been met.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



**Narrative Statement for Rezoning & Use Permit Applications**  
**One (1) Memory Care Assisted Living Facility**  
**[To Be Franchised with “BeeHive Homes” as BeeHive Homes of Hampton Memory Care]**  
**for 1807 West Queen Street, Hampton, Virginia 23666**

Dr. Arnita Snead Brooks, owns the one acre of property at 1807 West Queen Street, Hampton, Virginia 23666. She has created and is the chief executive owner / manager of Brooks-Joseph Memory Care I, LLC (the operating entity) and Brooks-Joseph Memory Care, II, LLC, (the holding entity) established in preparation of franchising with BeeHive Homes. She plans to build a 20-room senior living memory care facility, Brooks-Joseph Memory Care, LLCs I & II, planning to be DBA, “BeeHive Homes of Hampton Memory Care (BH3MC).” BeeHive Homes is based in Boise, Idaho, has a 35-year history of senior living care with 190 Homes in 20 states. She first became acquainted with this franchise while living in Vernal, Utah and writing her doctoral dissertation, *A holistic, responsive model for a Christian compassionate-care center for the disabled elderly of Hampton, Virginia.*

Rezoning is needed because 1807 West Queen Street is zoned as R-11 and the memory care assisted living facility will require rezoning for multifamily, MD-4. The proposed use of the site is to build one memory care senior assisted living building with twenty (20) rooms, 11,853 +/- occupied square feet in size, with a building construction type of VB with I-1 CONDITION 2 construction use code and will be in compliance with all Virginia state and local building codes, including ADA guidelines. Each ADA compliant room is also equipped with a private bathroom. Two (2) bathrooms will be added for staff for a total of twenty-two (22) bathrooms (which includes one for each resident’s room).

A three-tiered fire life protection / detection / signalization / suppression system will be included in construction with smoke compartmentalization to protect memory care residents. The site is very limited in space and does not provide enough area to construct a standard fire department turnaround. Per Richard Barnes LS, Civil Design Project Manager of ATCS, Brooks-Joseph Memory Care Civil Engineer, an evaluation of the site layout taking the elements stated above was performed by the Hampton Fire Department, and it was determined to be acceptable.

The building’s exterior will be cementitious fiber board siding above stone watermark, including maintenance free trim in natural color tones. Elevation drawings, general floor plan and roof plans of the Home are attached. The building (one story + mechanical attic) is 24’-4” to the roof edge. The following items are being placed in a “roof well” accessed from a mechanical building attic:

- A DOAS unit – make up air for the kitchen hood system
- An exhaust discharge for the kitchen cook-line
- 1-2 roof top furnace-AC units for the common area heating and cooling
- An emergency generator for refrigeration and environmental safety
- Four (4) skylights for day lighting into the common living room areas.

Due to the very tight site, the “roof well” is intended to offer audio and visual shielding from the nearby residences. There is no anticipated impact to adjacent properties. The anticipated impact to city services would be minimal as electrical power, internet, city water, sewer, and a fire hydrant are on the site.

Per Civil Engineer Barnes: “As shown on the City of Hampton’s GIS, there is an existing sanitary sewer manhole located to the south of the proposed building at the rear of Lot 10 in Prestige Park, which provides a potential



connection point for sanitary sewer for this project. The manhole appears to be shallow but may be able to accept a gravity connection (depending on finished floor of the building), or a small force main if it is determined that an on-site private pump station is required.

The site is relatively flat, with elevations ranging from 12.4' to 13.2' above mean sea level. An existing drainage inlet located at the rear of the property provides a connection point for a stormwater drainage system. Currently, the City of Hampton stormwater requirements state that development under one acre does not require a stormwater management plan. However, an adequate outfall is required. The site was evaluated for two scenarios for drainage. The first scenario assumes the development area will be under one-acre threshold and provides a straight connection of a proposed underground pipe system to the inlet at the rear of the property. The second scenario assumes some form of detention will be required due to the constraints of the downstream system. In this scenario, a shallow underground detention system placed under the rear parking lot and drive aisle will satisfy stormwater quantity requirements. Both scenarios will require a small amount of fill to work. During full site design, detailed computations will determine which is the appropriate scenario for the project."

The BeeHive Homes construction will be residential in character and meant to blend into the community, with a favorable look as part of the neighborhood, and not standing out within the community. The typical BeeHive Homes becomes a great neighbor and is "adopted" within the community. Dr. Brooks has received written support from the Aberdeen Gardens Historic and Civic Neighborhood Association (attached) and the City of Hampton for her project. We look forward to being part of the elderly care solution and provide a much-needed service to the Hampton, Virginia area.

As outlined in the attached letter of June 27, 2022, from the City of Hampton's Chief Planner, Donald Whipple, ". . . Per the Hampton Community Plan, 2006 as amended, the recommended land use for this area is low density residential with the area on the east side of W, Queen Street, designated as mixed-use. Utilizing the direction of this land use policy, staff believes a nursing home would be a good transitional land use between the existing single-family residential neighborhood to the west and the commercial development on the east side of W. Queen Street. These commercial properties include two (2) hotels and an apartment community. In addition to city policy, staff's analysis and ultimate recommendation would also include evaluating the proposed concept plan, elevations, building materials, etc. as well as community input of the proposed development. These are critical application materials that must be taken into consideration in formulating staff's recommendation for the prospective rezoning and use permit applications. Although staff has seen some initial concepts for development, these application materials have not yet been finalized and without those materials staff cannot complete its full analysis and formulate an official recommendation at this time."

BeeHive Homes, the franchise, is actively engaged with Dr. Brooks in achieving the purposeful goal of franchising and building a facility. She attends their annual conferences and weekly training sessions, as often as she can, as she prepares to build the single-story facility. With twenty (20) rooms, the core part of the "Home," will have a central kitchen and dining area, next to a living space for residents to relax and participate in various activities, as well as view a television.

Each resident will be provided with the care they need, for normal activities of daily living (ADL), such as, bathing, dressing, medication administration, and eating needs. An individual care plan for each resident will be customized based on their specific level of needs in compliance with the Department of Health for the State



of Virginia. An outdoor vegetable garden and walking path are planned for the residents under direct supervision of the staff.

The Home, dedicated to memory care for seniors, will be constructed on one lot (after rezoning LSRN: 3004763) from residential (R-11) to multifamily (MD-4). The construction will have lock-coded doors and exit points to provide a safe environment to staff and residents. Upon opening, the Home will have set visiting and delivery hours between 8 am and 6 pm, 7 days per week.

Upon full resident capacity, the memory care facility (24-hour 7-day a week schedule), will maintain a staff of 18 employees (10 on day shift; 5 on evening shift; and 3 on night shift). To cover day and evening shifts, fifteen (15) parking spaces would be available. Five (5) additional parking spaces would be available for residents' families for a total of twenty (20) parking spaces. One additional parking space will be for handicap parking. A total of twenty-one (21) parking spaces will be provided which will support two (2) shifts and provide ample parking during the shift transitions. The residents will be between a Level 1 and Level 2 status of Dementia and will not include Level 3 residents that are combative or a danger to other residents and staff. The residents will not have the capacity to drive vehicles.

The parking lot will have limited, staged lighting that will provide a safe environment for visitors and staff, but not be a hindrance to other properties located near the site and will not be a nuisance.

For the circulation of vehicular traffic, the entrance and exit (same driveway) will be from West Queen Street to the property. A walled trash enclosure will be located within the rear most parking lot to be screened, from public view. Trash pickup will be by commercial dumpster containers for private refuse and will not protrude past building exterior wall face adjacent public right-of-way.

Site amenities include generous landscape garden areas with paved walking paths and bench seating. A four (4) foot fence will be in the front yard and shall be decorative metal picket fencing around the sunroom and a fence no taller than eight (8) feet will be around the perimeter of the property and shall be wooden or vinyl opaque.

Legal boundaries have already been provided to the City of Hampton. The current zoning classification for the property is single family residential (R-11). The existing building on 1807 West Queen Street is a single-family brick rancher will be sold and relocated or demolished if not sold. The following structures will be demolished: One car attached garage, carport, and accessory structures (900 square foot cinderblock building and one wooden storage shed).

The goal is to seek agreement from the City of Hampton, Virginia for Dr. Brooks to obtain rezoning and use permit approvals to build a single-story memory care facility that will have twenty (20) rooms and twenty-two (22) bathrooms. This facility will be a franchise of BeeHive Homes.

Thank you!



Dr. Arnita Snead Brooks, Chief Executive Owner / Manager

Cell: 757-329-6886; Email: [pastordrbrooks@outlook.com](mailto:pastordrbrooks@outlook.com)

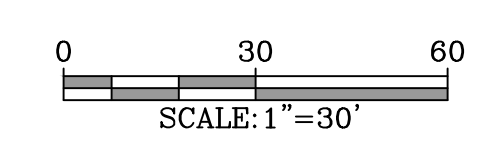
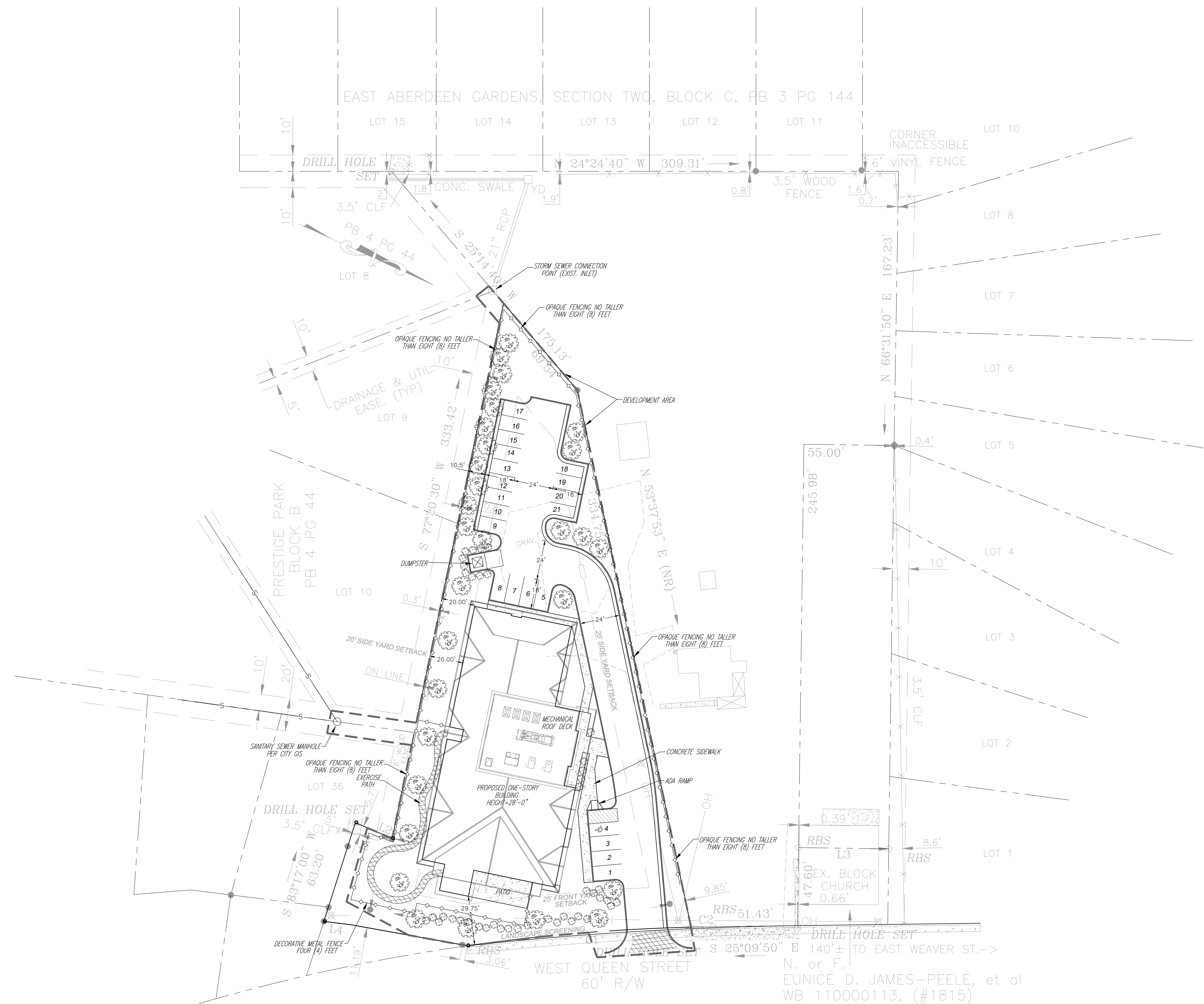
Brooks-Joseph Memory Care, I & II, LLCs

Mailing Address: 1024 Centerbrooke Lane, Suite F #187 - Suffolk, VA 23434

Cell: 757-866-2881; Fax: 757-887-5770; Email: [info@Brooksjmc.com](mailto:info@Brooksjmc.com)

Website: [Brooksjmc.com](http://Brooksjmc.com)





REVISION NO.	DATE	DESCRIPTION

690 TOWN CENTER DRIVE, SUITE 201  
 NEWPORT NEWS, VIRGINIA 23606  
 (757) 504-2976 - FAX (757) 637-0276

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 WWW.ATCSPLC.COM

**SITE CONCEPT PLAN**

**BEEHIVE HOMES**

LOCATION  
 #1807 W. QUEEN STREET  
 HAMPTON, VIRGINIA

AUTHOR: \_\_\_\_\_  
 CHECK: \_\_\_\_\_  
 PROJ.#: \_\_\_\_\_  
 DATE: 10/3/2024

SHEET  
**VF101**  
 SHEET: 1 OF 1

WEST QUEEN STREET  
 60' R/W  
 N. or F.  
 EUNICE D. JAMES-PEELE, et al  
 WB 110000113, (#1815)





ALT Architecture Inc.  
Architecture - Engineering  
Interior Architecture - Planning

Suite B  
2440 Dayton-Xenia Road  
Beavercreek, Ohio 45434  
937 427 2770 voice  
937 426 9798 fax  
info@altarchitecture.com

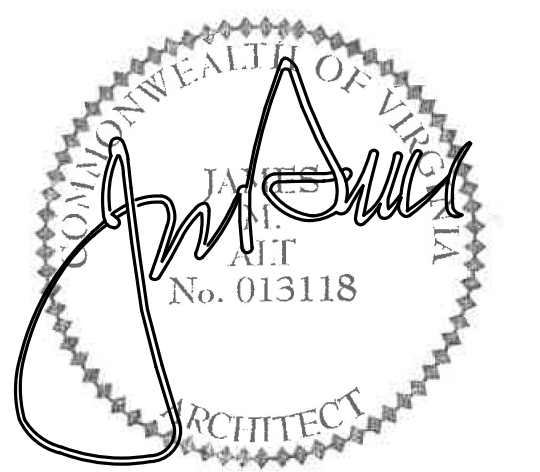
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BeeHive Homes of  
Hampton Memory Care  
NEW CONSTRUCTION

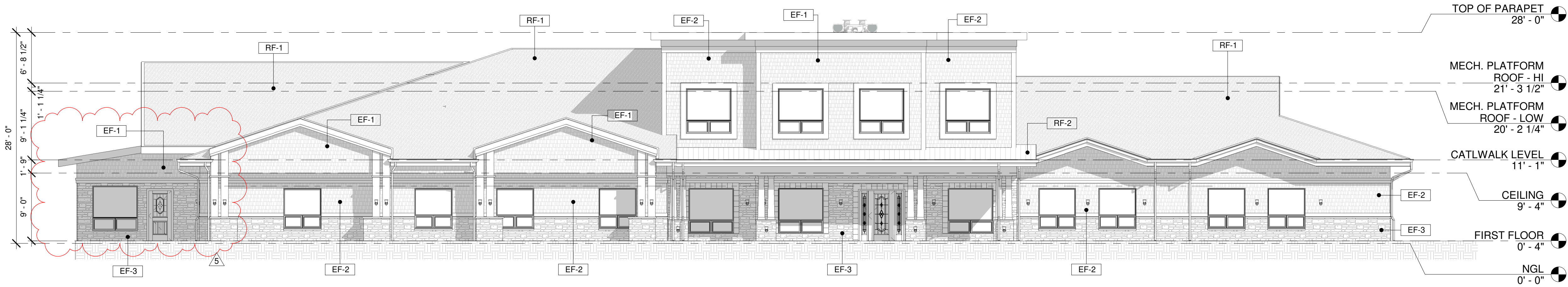
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HAMPTON, VIRGINIA



QUALITY SENIOR LIVING  
IN A RESIDENTIAL SETTING™

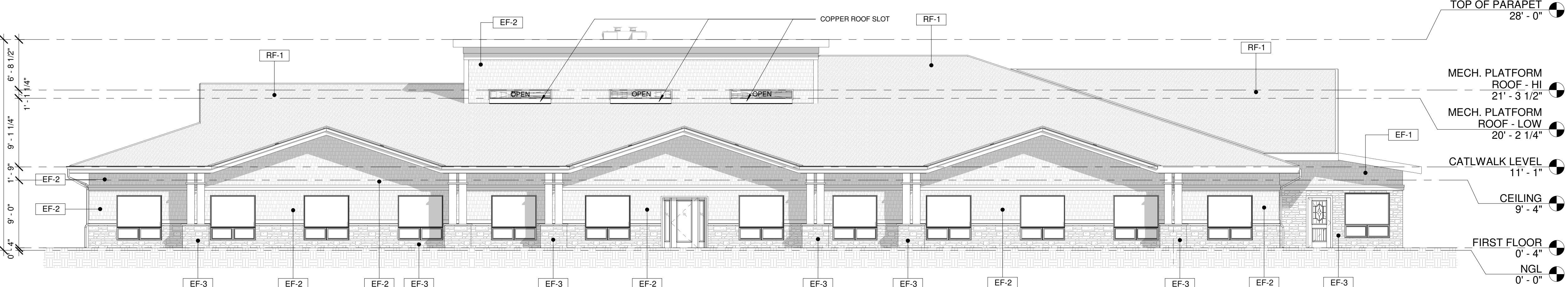


NO.	DATE	DESCRIPTION
1	05/13/2024	SITE PLAN REVISION CP9
2	05/13/2024	FLOOR PLAN REVISION 1
3	05/31/2024	SITE PLAN REVISION CP10
4	07/05/2024	BUILDING SHELL REV 1
5	09/10/2024	REV. EXTERIOR ELEVATIONS
6	10/03/2024	FENCE REV. TO PROFFER



**1 PROJECT NORTH (FRONT)**

A4.0 SCALE  
1/8" = 1'-0"



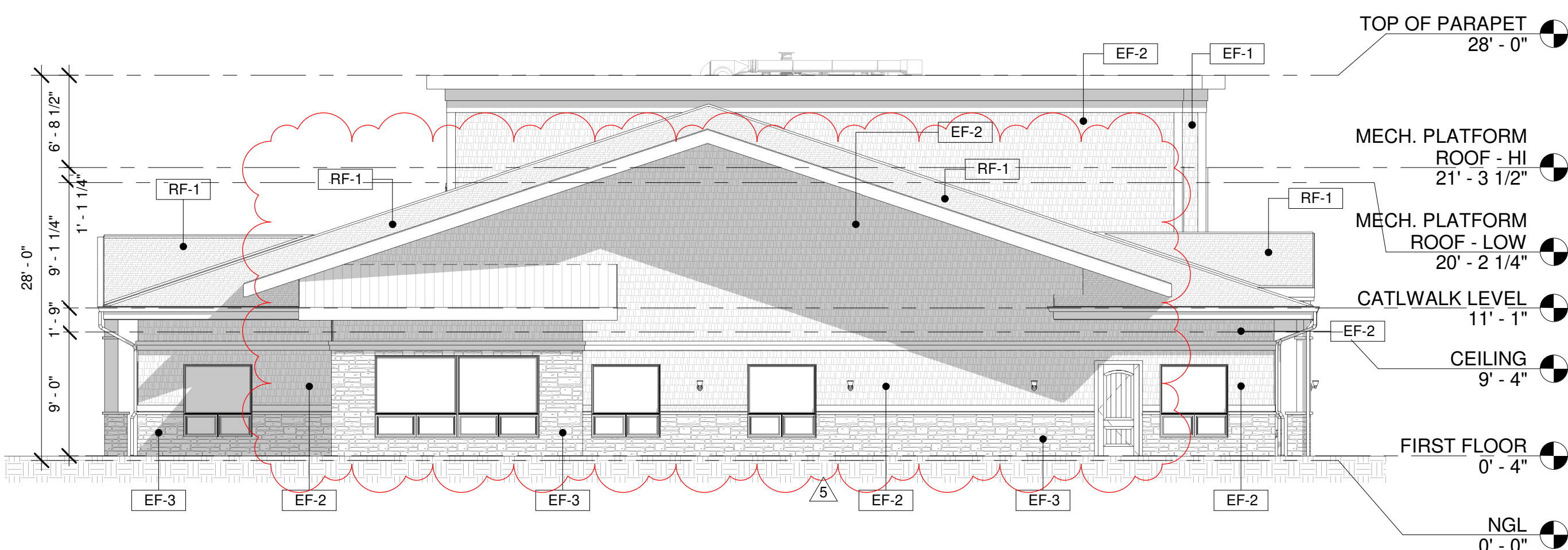
**2 PROJECT SOUTH**

A4.0 SCALE  
1/8" = 1'-0"

**MATERIAL FINISHES**

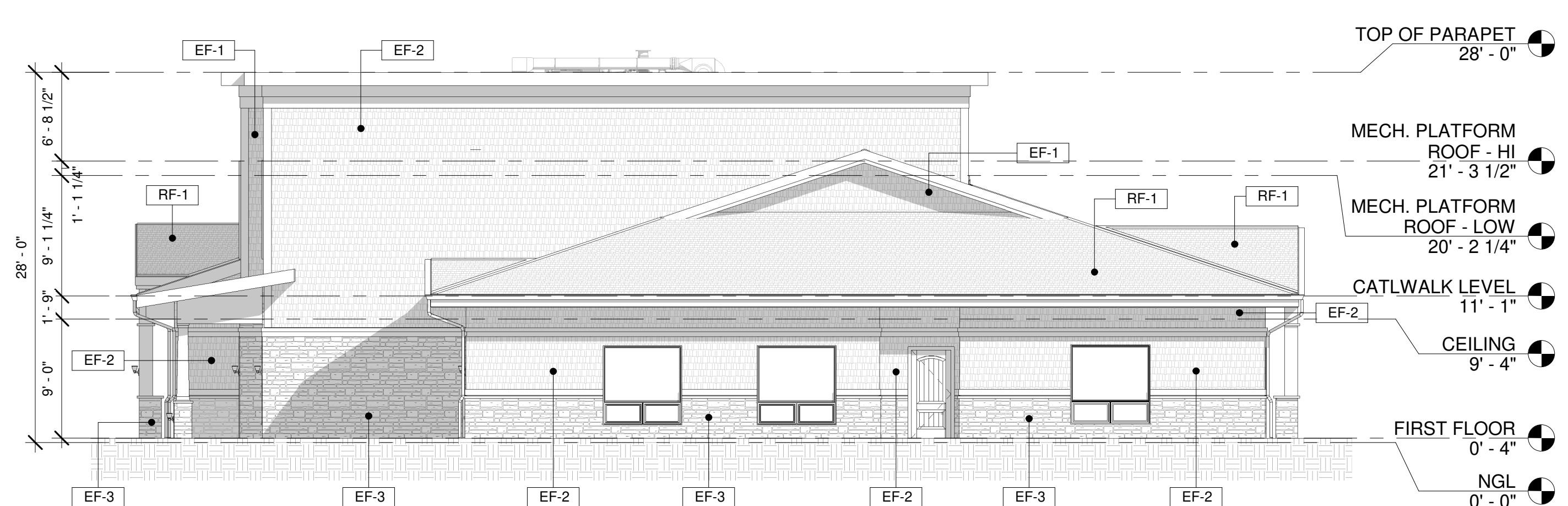
SCALE  
NTS

EF-1 - SHAKE WALL SIDING FINISH - GRAY SHADE  
EF-2 - SHAKE WALL SIDING FINISH - GREEN SHADE  
EF-3 - EXTERIOR WALL VENEER FINISH  
RF-1 - ROOF SHINGLES  
RF-2 - STANDING SEAM ROOF



**3 PROJECT EAST**

A4.0 SCALE  
1/8" = 1'-0"



**4 PROJECT WEST**

A4.0 SCALE  
1/8" = 1'-0"

EXTERIOR  
ELEVATION





ALT Architecture Inc.  
Architecture - Engineering  
Interior Architecture - Planning

Suite B  
2440 Dayton-Xenia Road  
Beavercreek, Ohio 45434  
937 427 2770 voice  
937 426 9798 fax  
info@altarchitecture.com

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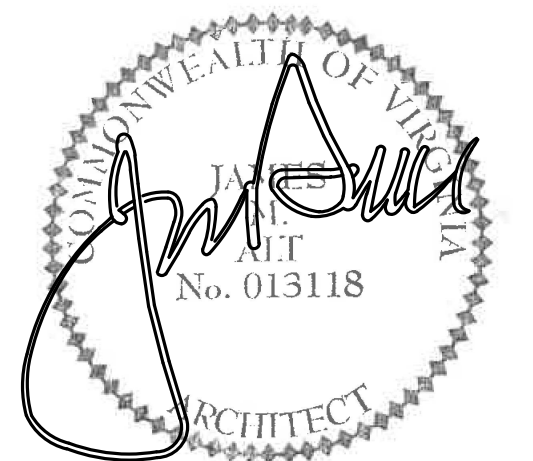
BeeHive Homes of  
Hampton Memory Care

NEW CONSTRUCTION

ADDRESS: #1807 W. QUEEN STREET  
HAMPTON, VIRGINIA

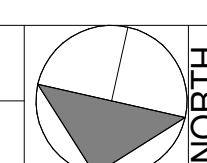
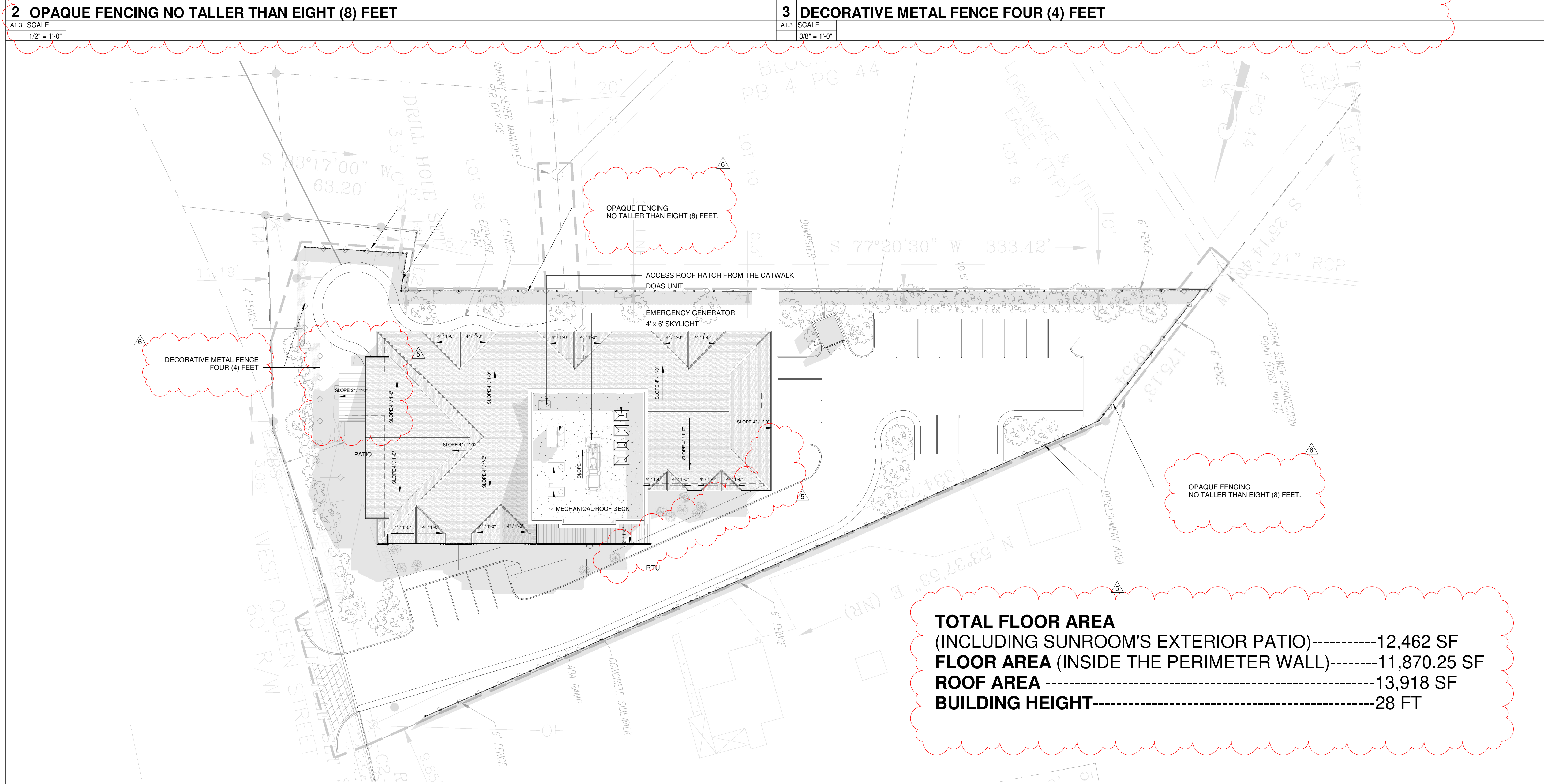
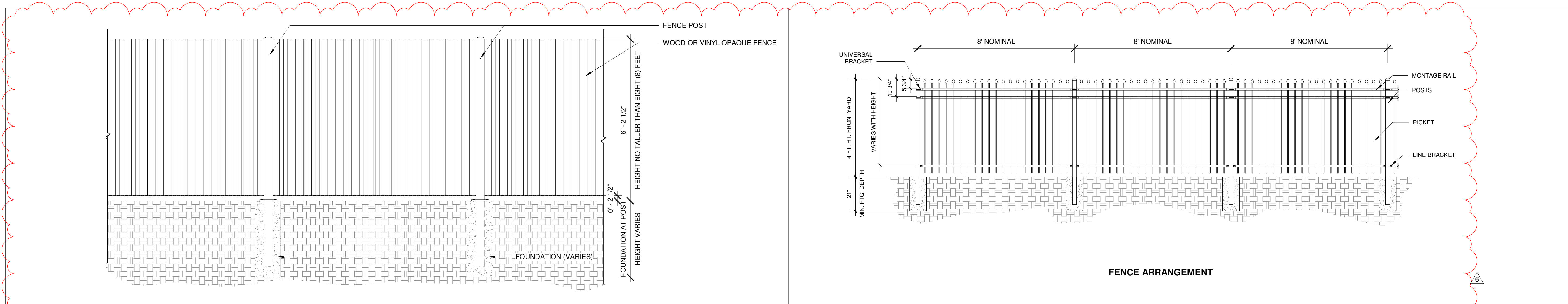


QUALITY SENIOR LIVING  
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NO.	DATE	DESCRIPTION
1	05/13/2024	SITE PLAN REVISION CP9
2	05/13/2024	FLOOR PLAN REVISION 1
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5	09/10/2024	REV. EXTERIOR ELEVATIONS
6	10/03/2024	FENCE REV. TO PROFFER

ROOF PLAN ON  
SDP







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Suite B  
2440 Dayton-Xenia Road  
Beavercreek, Ohio 45434  
937 427 2770 voice  
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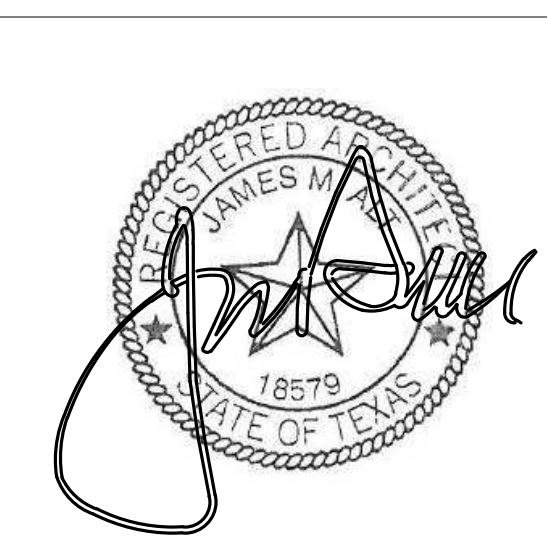
BeeHive Memory Care of Hampton, VA

NEW CONSTRUCTION

ADDRESS: \_\_\_\_\_



QUALITY SENIOR LIVING  
IN A RESIDENTIAL SETTING™

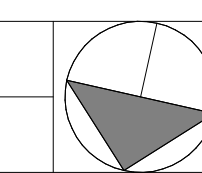


NO.	DATE	DESCRIPTION
1	05/13/2024	SITE PLAN REVISION 9
2	05/13/2024	FLOOR PLAN REVISION 1



TOTAL FLOOR AREA = 11, 852.44 SF  
ROOF AREA = 13, 632.08 SF

1 FLOOR PLAN  
A1.0 SCALE  
1/8" = 1'-0"



FLOOR PLAN