

# Zoning Amendment Application



Department of Planning, Building and Development  
Room 166, Noel C. Taylor Municipal Building  
215 Church Avenue, S.W.  
Roanoke, Virginia 24011  
Phone: (540) 853-1730 Fax: (540) 853-1230

RECEIVED

NOV -7 2013

CITY OF ROANOKE  
PLANNING BUILDING AND DEVELOPMENT

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Date:

06 Nov 2013

Submittal Number:

ORIGINAL

## Request (select all that apply):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Rezoning, Not Otherwise Listed            | <input type="checkbox"/> Amendment of Proffered Conditions                |
| <input type="checkbox"/> Rezoning, Conditional                                | <input type="checkbox"/> Amendment of Planned Unit Development Plan       |
| <input type="checkbox"/> Rezoning to Planned Unit Development                 | <input type="checkbox"/> Amendment of Comprehensive Sign Overlay District |
| <input type="checkbox"/> Establishment of Comprehensive Sign Overlay District |   |

## Property Information:

Address:

1625 Hershberger Rd. (A PORTION OF 1609 HERSHBERGER RD)

Official Tax No(s):

6660108

(A PORTION THEREOF)

Existing Base Zoning:

(If multiple zones, please manually enter all districts.)

CLS. Commercial - Large Sites

☐ With Conditions

☒ Without Conditions

Ordinance No(s). for Existing Conditions (If applicable):

N/A

Requested Zoning:

CG, Commercial-General

Proposed Land Use:

Commercial

## Property Owner Information:

Name:

Allred Investment Company, LLC

Phone Number:

+1 (336) 760-0526

Address:

PO Box 25048 Winston Salem, NC 27114

E-Mail:

tcs7775@gmail.com

Property Owner's Signature:

## Applicant Information (if different from owner):

Name:

SS Acquisition, LLC.

Phone Number:

+1 (336) 668-9999

Address:

4035 Premier Drive. Suite 203 High Point, NC 27265

E-Mail:

steen@triadcommercial.com

Applicant's Signature:

STEEN R SPOVE

## Authorized Agent Information (if applicable):

Name:

Commercial Site Design, PLLC. c/o Michael Hicks

Phone Number:

+1 (919) 848-6121

Address:

8312 Creedmoor Rd. Raleigh, NC 27613

E-Mail:

hicks@csitedesign.com

Authorized Agent's Signature:

# Zoning Amendment Application Checklist



The following must be submitted for all applications:

- ☒ Completed application form and checklist.
- ☒ Written narrative explaining the reason for the request.
- ☒ Metes and bounds description, if applicable.
- ☒ Filing fee.

For a rezoning not otherwise listed, the following must also be submitted:

- ☒ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures.

For a conditional rezoning, the following must also be submitted:

- ☐ Written proffers. See the City's Guide to Proffered Conditions.
- ☐ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures. Please label as 'development plan' if proffered.

For a planned unit development, the following must also be submitted:

- ☐ Development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.

For a comprehensive sign overlay district, the following must be submitted:

- ☐ Comprehensive signage plan meeting the requirements of Section 36.2-336(d)(2) of the City's Zoning Ordinance.

For an amendment of proffered conditions, the following must also be submitted:

- ☐ Amended development or concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures, if applicable.
- ☐ Written proffers to be amended. See the City's Guide to Proffered Conditions.
- ☐ Copy of previously adopted Ordinance.

For a planned unit development amendment, the following must also be submitted:

- ☐ Amended development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a comprehensive sign overlay amendment, the following must also be submitted:

- ☐ Amended comprehensive signage plan meeting the requirements of Section 36.2-336(d) of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a proposal that requires a traffic impact study be submitted to the City, the following must also be submitted:

- ☐ A Traffic Impact Study in compliance with Appendix B-2(e) of the City's Zoning Ordinance.

For a proposal that requires a traffic impact analysis be submitted to VDOT, the following must also be submitted:

- ☐ Cover sheet.
- ☐ Traffic impact analysis.
- ☐ Concept plan.
- ☐ Proffered conditions, if applicable.
- ☐ Required fee.

\*An electronic copy of this application and checklist can be found at [www.roanokeva.gov/pbd](http://www.roanokeva.gov/pbd) by selecting 'Planning Commission' under 'Boards and Commissions'. A complete packet must be submitted each time an application is amended, unless otherwise specified by staff.



## COMMERCIAL SITE DESIGN

8312 Creedmoor Road Raleigh, NC 27613  
919.848.6121 Phone 919.848.3741 Fax

www.csitedesign.com

November 5, 2013

City of Roanoke  
Department of Planning, Building and Development  
Room 166, Noel C. Taylor Municipal Building  
215 Church Ave. S.W.  
Roanoke, VA 24011

RE: Application for Rezoning of +/- .61 Acre Subject Property located at 1625  
Hershberger Rd. for a proposed Krispy Kreme Restaurant.

To Whom It May Concern:

### **Project Description**

SS Acquisition, LLC is the applicant for this rezoning request. The current owner of the subject property is Allred Investment Company, LLC. Michael Hicks of Commercial Site Design, PLLC will be representing the applicant and owner, along with Krispy Kreme Doughnut Corporation, Inc. with regard to filing and administering the rezoning application.

The subject property is a +/- .61 acre portion of an existing 4.52 acre tract of land located at the NW corner of Hershberger Rd. and Rutgers St. The 4.52 acre tract is referenced by Tax Map # 6660108. Currently existing on the 4.52 acre tract are two uses, a K&W restaurant (1609 Hershberger Rd.) and an appliance store (1625 Hershberger Rd.), the latter being situated upon the subject property. There are also parking areas upon the overall property which serves both of these existing uses. Surrounding the 4.52 acre tract to the north and west is a Lowes Home Improvement Store, to the south is Hershberger Rd., to the east is Rutgers St., and Stellar – One Bank is situated immediately southeast. The entire property is within the corporate limits of the City of Roanoke.

Proposed improvements to the overall property include the continued use of the K&W Restaurant and associated parking lot, demolition of the appliance store, and construction of a new Krispy Kreme restaurant with drive thru. In order to develop the Krispy Kreme restaurant, the creation of a new lot sized at 0.61 acres is required in conjunction with the business transaction. The new Krispy Kreme will be located in the same area of the existing appliance store within the SW corner of the overall 4.52 acre tract. Krispy Kreme intends to construct a new +/- 2,886 sf building upon the .61 acre subject property together with necessary site improvements.

### **Requested Zoning and Current Land Use Designation**

The current zoning of the overall 4.52 acre tract is CLS (Commercial Large Scale). The existing land use classification is Large Scale Commercial according to the Future Land Use Map found within the Williamson Road Area Plan. All adjoining properties share the same zoning designation and land use.

The existing CLS district requires that the minimum lot size of a parcel within this zoning district be at least 1 acre. On the other hand, the CG (Commercial General) district allows a minimum lot size of 10,000 sf. Accordingly, SS Acquisition, LLC is respectfully requesting a rezoning of the .61 acre subject property from CLS to CG in order to create a newly subdivided .61 acre for the Krispy Kreme development. The remainder of the existing 4.52 acre tract, which is proposed to be 3.91 acres after creation of the Krispy Kreme lot, will remain with its current zoning designation of CLS.

The improvements planned by Krispy Kreme will be in conformance with all development standards set forth by the CG zoning designation and the Zoning Ordinance. Therefore no variance requests are necessary for redevelopment of the subject property, and the rezoning request contains no proffers.

Based on review of the Comprehensive Plan and the Williamson Road Area Plan the subject property is located in regional commercial area that has a land use designation of large scale commercial. As stated in the Williamson Road Area Plan regional commercial areas should be primarily designated with large scale commercial zoning, but may contain limited areas with general commercial districts. Furthermore, general commercial will be limited within locations where existing land uses and scale of development reflect the purpose of those zoning districts and should only be in locations where identified nodes or strategic initiatives are set forth. Given the subject property is located both within a regional commercial and strategic initiative areas the above community design policies support this rezoning request from CLS to CG.

In the general vicinity of the subject property trends show that other properties have or are developing primarily for smaller retail/commercial uses. The newly constructed Cookout restaurant and the proposed bank located within the Crossroads Mall at the NE corner of Rutgers and Hershberger are both nearby examples. In fact, the appliance store which currently operates upon the subject property is already a small independently operated small commercial use, although not separately subdivided from the larger 4.52 acre tract. Such smaller outparcel developments on the "front row" of larger commercial uses are common and consistent with the goals of the Comprehensive Plan and Williamson Road Area Plan. The proposed site re-development along with necessary rezoning of the subject property will continue to spur new energy into the area which also creates opportunities to not only increase the tax property value but also create new jobs. As well, the planned improvements allow both the implementation of current

development standards found in the Zoning Ordinance and also the policies set forth by the Comprehensive Plan. Initiating these ordinances/policies may not be possible if the existing building and subject property were to remain as is without redevelopment.

The subject property is not immediately adjacent to any residentially zoned or used properties. Therefore it is not anticipated that the proposed rezoning would have any negative effect on the adjacent properties given each adjacent property contains a commercial zoning designation, specifically CLS. Rezoning the subject property to another commercial classification (CG) will continue to allow by right a restaurant with a drive thru use however rezoning to CG will have stricter development standards such as façade treatments and maximum setback requirements for the proposed 0.61 acre lot. The improvements proposed by Krispy Kreme will comply with the development standards of the new CG zoning district.

#### **Background Data and Supporting Documentation with the Krispy Kreme**

For several years Krispy Kreme has been seeking a viable location for a new store in Roanoke. The focus area for the new store has been primarily in the general area of Hershberger Road. Another site was considered at 1309 Hershberger Rd. This proposed location was processed for site plan/building plan review, but was ultimately not pursued due to vehicular access constraints. After years of scouting other locations in the general area, the subject property became the ideal location for Krispy Kreme. It goes without saying that the Roanoke market is in great need for a new Krispy Kreme restaurant since the fire destroyed the Melrose Ave. location. Since that time, Krispy Kreme has been logistically moving products from its Winston-Salem headquarters up to the Roanoke market to serve kiosk locations in places such as grocery/convenience stores. To meet market demand for the Krispy Kreme product a new freestanding restaurant with drive thru is imperative. This building will also serve as a bakery, meaning that hot and fresh Krispy Kreme doughnuts will be made on-site at this specific location. Without approval of the rezoning request this project cannot move forward and in turn the City of Roanoke may not have a freestanding Krispy Kreme restaurant for several years to come.

The new 2,886 sf building will contain approximately 50 seats and adequate parking to serve both customer and employee demands. The parking provided will meet the minimum requirements set forth by a bakery/restaurant type use and furthermore will not exceed the maximum parking ratio that is also required by the ordinance.

Based on research provided by Krispy Kreme for four (4) existing similarly sized stores in various markets, transaction data shows that the peak hour of transactions which are to be assumed as trips occur on a Saturday evening with an average of 73 peak hour trips between the hours of 8-9 pm. The peak number of transactions/trips in a day also occur on Saturday with an average of 860 trips between a 20-24 hour timeframe across the four (4) stores studied. This data provides evidence that the number of trips in a day or during



November 5, 2013

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a peak hour are significantly below the minimum thresholds that would require a TIA since the proposed use does not exceed a peak hour of 250 trips or 2,500 trips per day.

With redevelopment of the subject property into the proposed Krispy Kreme, many enhancements will be made to the site. For instance, the impervious surface areas will be reduced by new landscaping provided to the site. Driveway connections to Hershberger Road will be reduced from three (3) access points down to two (2). Parking spaces will be reduced which in turn also reduces the amount of storm water runoff and provides the opportunity for outdoor seating and new landscaping. The Krispy Kreme building has not only an attractive appearance but is also constructed of quality durable materials that comply with the façade requirements set forth within the new CG zoning classification. In addition, the location of the new Krispy Kreme building will be placed within the maximum 30 ft setback distance, as also required under the new CG zoning classification.

By allowing the requested rezoning of the subject property, the Williamson/Hershberger Rd. area, and the City of Roanoke will all benefit by introducing a state of the art Krispy Kreme building with improvements made to subject property to meet current code. Further, it can be anticipated that there will be increases in the property tax base along with new employment opportunities for the community. Both the Applicant and Krispy Kreme Doughnut Corporation are excited about working with the City of Roanoke towards a successful project, and we all appreciate your consideration of this rezoning request.

Best Regards,



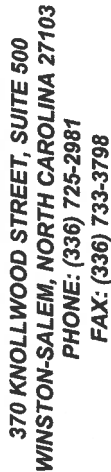
Michael Hicks

Project Manager, Commercial Site Design, PLLC.

Cc: Allred Investment Company, LLC  
SS Acquisition, LLC.  
Krispy Kreme Doughnut Corporation



**VICINITY MAP**



## REZONING PLAN SET

**SITE ADDRESS: 1625 HERSHBERGER ROAD NW  
ROANOKE, VIRGINIA**

**CSD PROJECT NUMBER: TRI-1301**

CONTACT INFORMATION	
MATER	WESTERN VIRGINIA WATER AUTHORITY 801 S. JOHNSON STREET, SUITE 300 FARMINGTON, VIRGINIA 26031 CONTACT: CHRIS CANNY PHONE: (800) 833-5657
STORM DRAINAGE	CITY OF FARMINGTON PLANNING DEPARTMENT FARMINGTON, VIRGINIA 26031 PHONE: (800) 833-5657
SANITARY SEWERS	WESTERN VIRGINIA WATER AUTHORITY 801 S. JOHNSON STREET, SUITE 300 FARMINGTON, VIRGINIA 26031 CONTACT: CHRIS CANNY PHONE: (800) 833-5657
GAZ	PROSODY NATURAL GAS CONTACT: DON JONES PHONE: (800) 777-5851
ELECTRIC	CONTACT: CUSTOMER SERVICE PHONE: (800) 776-4557
TELEPHONE	VERIZON CONTACT: MIKE DAVIS PHONE: (800) 862-4840
PLANNING / ZONING/SHADE	CITY OF FARMINGTON PLANNING DEPARTMENT AT 6 C. TAYLOR AVENUE, BUILDING FARMINGTON, VIRGINIA 26031 PHONE: (800) 833-5656
BUILDING	CITY OF FARMINGTON INSPECTIONS DEPARTMENT, ROOM 170 FARMINGTON, VIRGINIA 26031 CONTACT: BARE COMPTON PHONE: (800) 833-5656
FIRES	CITY OF FARMINGTON CONTACT: DEPUTY FIRE MARSHALL PHONE: (800) 833-7396
DOIT	CITY OF FARMINGTON TRANSPORTATION DEPARTMENT AT 6 C. TAYLOR AVENUE, SUITE ROOM 337 FARMINGTON, VIRGINIA 26031 CONTACT: NANCY LU PHONE: (800) 833-5656

## SHEET INDEX

- C-1 COVER SHEET  
C-2 OVERALL CONCEPT PLAN  
C-3 CONCEPT PLAN  
C-4 LANDSCAPE PLAN  
A6 BUILDING ELEVATIONS  
EQ1 FLOOR PLAN

SITE INFORMATION					
SITE ADDRESS:	1825 HETTERINGHAM ROAD NW				
DEVELOPER:	WESTERN VIRGINIA DEVELOPMENT CORPORATION WESTERN VIRGINIA CENTER CAMPUS DRIVE HARRISBURG, WEST VIRGINIA 26030 PAC 202-724-9789				
DESIGNER:	COMMERCIAL INTERIOR DESIGN, PLLC 1000 MARKET STREET, SUITE 200 FALLSBURG, MONTGOMERY COUNTY, VIRGINIA 27641 PAC 817-816-8421				
EXISTING ZONING:	GL-6 COMMERCIAL/LANDSCAPE SCALES				
PROPOSED ZONING:	GL COMMERCIAL				
EXISTING USE:	APPLIANCE STORE				
PROPOSED USE:	RESTAURANT WITH DRIVE THROUGH				
BUILDING SETBACKS: FRONT OF LOT _____ REAR OF LOT _____ SIDE _____ CORNER _____	0 FEET (MINIMUM), 30 FEET (MAXIMUM) 0 FEET				
PARKING REQUIREMENTS:	RESTAURANTS: 1 SPACE PER 100 SQ FT OF GROSS FLOOR AREA 11 SPACES REQUIRED 11 SPACES AND 2 BICYCLE SPACES SPACES REQUIRED SHARED PARKING TOTAL REQUIRED: SPACES REQUIRED 11 X 100' + 20 SPACES				
PARKING PROVIDED:	11 REGULAR SPACES 25 TOTAL SPACES				
SITE AREA: TOTAL ACRES _____ PAVED ACRES _____ UNPAVED ACRES _____ BUILDING AREA: TOTAL ACRES _____	24.00 SQ. OR 0.616 ACRES OF WHICH 11.107 SQ. OR 0.416 ACRES ARE BULK 2.48 SQ.				
WATER:	WESTERN VIRGINIA WATER AUTHORITY				
SEWER:	WYATT				

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	183.16'	480.00'	83.48'	182.31'	N 25°53'00" W	30°18'1"
C2	148.43'	3711.54'	74.23'	148.42'	N 15°25'31" W	2°17'29"
C3	438.22'	3711.54'	214.05'	420.00'	N 10°33'00" W	6°27'34"





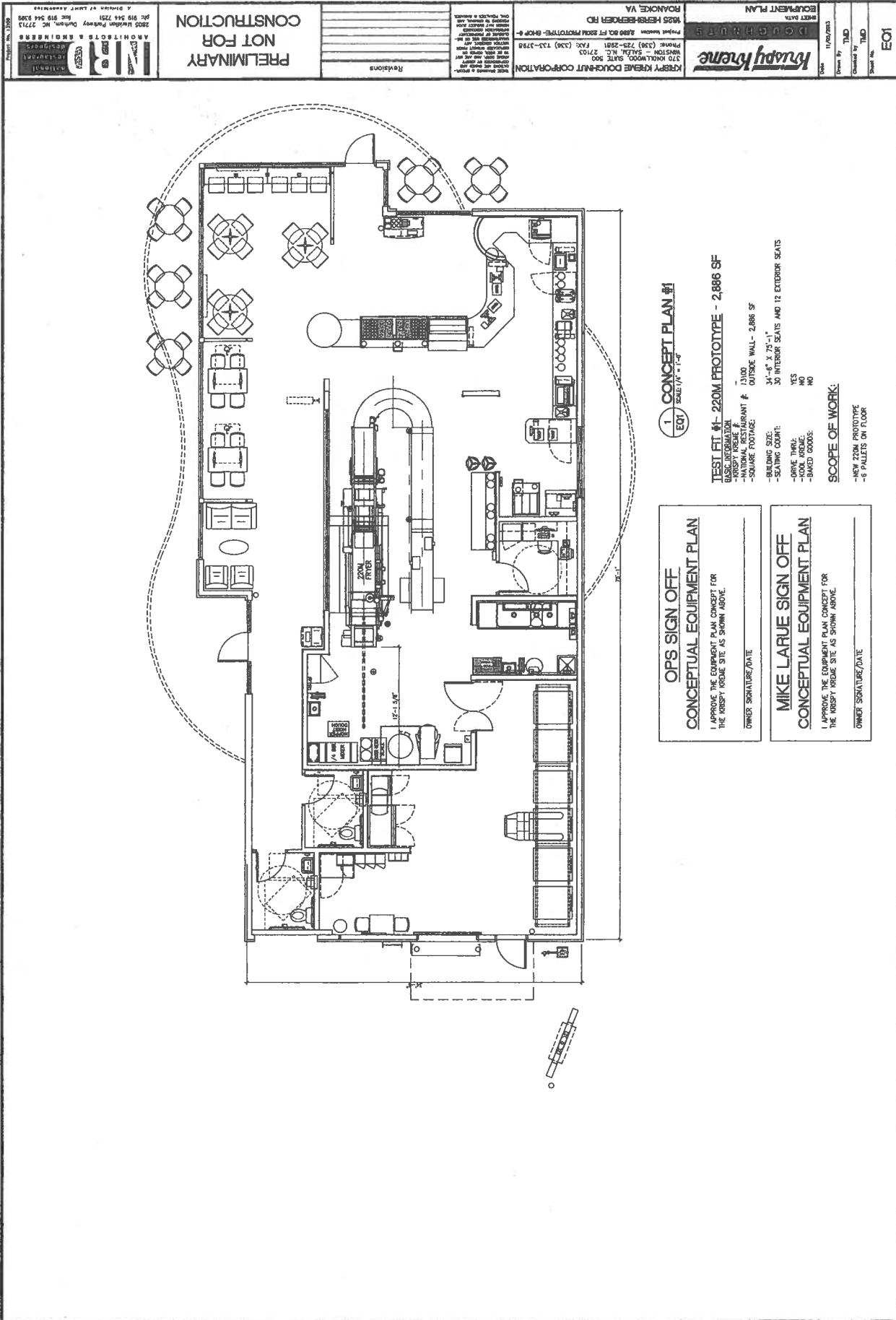


CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	163.18'	400.00'	82.45'	182.31'	N 23°58'00" W	20°19'21"
C2	148.43'	371.54'	74.22'	148.43'	N 15°25'21" W	2°11'29"
C3	420.22'	5781.54'	214.80'	420.88'	N 16°53'00" W	6°37'34"

SYMBOL	KEY	NO.	GEOMETRIC AREA	COMPOUND NAME	COUNTER	CANYOPY AREA	TOTAL CANYOPY AREA
	AP	8	ACER RUMEX	RED MAPLE	2" 1/8"	214 SF	4,670 SF
	UP	2	SLABER PTERIDOPHYTES	LACINIAE RILEY	2" 1/8"	254 SF	782 SF
	U	4	LACINIAE RILEY	CANYOPY RILEY	-	713 SF	994 SF

SYMBOLS			SURFACES	
SYMBOL	KEY	INTL.	BOTANICAL NAME	COMMON NAME
	OL	20	OTTO LINNÉUS LAUREL	LAUREL
	LC	8	LONICERATUM CHAMBERS	LONICERATUM
	RH	23	RHAMNUS LAUREUS ROCA	ASHWORTH LAUREL
	AMH	88	ARABIS AERIALIS COLOR	SHADOW COLOR





**PURCHASE AGREEMENT  
ROANOKE, VIRGINIA**

THIS PURCHASE AGREEMENT ("Agreement") is made this the 23rd day of October, 2013 (the "Effective Date"), between ALLRED INVESTMENT COMPANY, LLC a North Carolina limited liability company (the "Seller") and SS ACQUISITION, LLC, a North Carolina limited liability company (the "Buyer").

**STATEMENT OF BACKGROUND**

Seller is the owner of that certain +/- 4.51 acre parcel of improved real property in Roanoke, Virginia bearing tax map number 6660108 and being the entire property depicted on Exhibit A (herein referred to as the "Shopping Center"). Seller intends to subdivide the Shopping Center into 2 separate parcels (the "K & W Parcel" (3.9 acres) and "Parcel 1" (.61 acres)) approximately as shown on Exhibit A (each a "Parcel" and collectively the "Parcels").

Seller has agreed to sell and Buyer has agreed to purchase Parcel 1 in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the following:

- 1.1 All of that certain parcel of property located in Roanoke, Virginia, containing approximately .61 acres and being further depicted as "Parcel 1" on Exhibit A hereto.
- 1.2 All right, title and interest of Seller, in all improvements now situated or hereinafter constructed on the Property and all rights, easements, and appurtenances now or hereafter belonging thereto.
- 1.3 Non-exclusive right of ingress to and egress from the Property as set forth in Section 5.4, including across the drive aisles, driveways and access points now located on the Shopping Center.
- 1.4 Seller's right title and interest, if any, in any easements, covenants or restrictions benefiting the Property.

The foregoing shall hereinafter be referred to collectively as the "Property."

2. Purchase Price.

- 2.1 The "Purchase Price"
- 2.2 The Purchase Price shall be payable as follows:
  - (a)

damage or liability which Seller may suffer by reason of any such entry by Buyer or its engineers, contractors, inspectors, agents or their respective agents or employees prior to Closing. The obligations of Buyer set forth in this Section 4.2 shall survive Closing or a termination of this Agreement for a period of one (1) year from the date of Closing or any termination permitted under this Agreement.

- 4.3 Buyer may secure, at Buyer's expense, an "as built" metes and bounds survey of the Property and the Shopping Center, prepared by a Registered Land Surveyor (the "Survey").

5. Additional Covenants and Agreements.

- 5.1 Seller shall cooperate with Buyer in securing any rezoning, building permits, subdivision and site plan approval or other governmental permits and approvals deemed necessary by Buyer for Buyer's planned development; provided such items shall be pursued at Buyer's expense.
- 5.2 The Property shall be delivered by Seller free of any leases or the claims of any tenants in possession.
- 5.3 Prior to Closing, Buyer, with Seller's cooperation, shall, at Buyer's expense, cause the Property to be duly and validly subdivided to create Parcel 1 (the "Subdivision"). Buyer shall submit to Seller a proposed subdivision plat to effect the Subdivision within 60 days of the Effective Date (the "Plat"). Seller shall approve and sign the Plat or provide written objections to the Plat. The Plat as approved by Seller shall be used to effect the Subdivision and the Property as shown on the Plat shall be conveyed to Buyer at Closing. In the event there are development requirements in connection with the Subdivision imposed by any applicable governmental authority with jurisdiction over the Parcels, Buyer shall bear all such requirements and costs.
- 5.4 At Closing, Seller shall record an instrument which will restrict, encumber and benefit the Property and Shopping Center (the "Declaration"). The Declaration will contain terms substantially similar to the following:

(a) Cross Access: Vehicular and pedestrian cross access among the Parcels of the Shopping Center over and across all drive aisles, entranceways and driveways. The Declaration shall designate certain cross access points between the Parcels which must remain open to vehicular traffic at all times, similar to the cross access points shown on Exhibit A.

(b) Cross Parking: The Declaration shall provide for cross parking among the Parcels for customer overflow parking (not employees).

(c) Deleted.

(d) Relocation of the K&W Dumpster Enclosure: When the Property is developed, Buyer shall be responsible (at Buyer's expense) for moving the dumpster enclosure to the location depicted on Exhibit A or such other location as the Parties mutually agree upon. Buyer shall have a temporary construction easement on the Property in order to relocate



such dumpster, and will coordinate any such construction in advance with Seller.

(e) Deleted.

(f)

- (g) Utility Easements: The Declaration shall permit underground utility lines to cross among the parcels within the Shopping Center, provided that such utility lines are located and installed in a manner that will not disturb the improvements or business operations on any of the Parcels. The Parcels shall have the right to connect to all utilities within the Shopping Center and to run utility lines across the Shopping Center to connect to public utilities. The Parcels shall have the right to use all storm drainage facilities within the Shopping Center. Provided, any detention ponds, storm drainage facilities or expansions or improvements of utilities required by the governmental authorities in connection with the Subdivision shall be borne by Buyer.

(h)

(i) Deleted.

(k)

Seller shall provide Buyer with a draft of the Declaration within 60 days of the Effective Date for Buyer's review. If Buyer has any objection to the Declaration, Buyer shall notify Seller of such objection and any proposed changes within twenty (20) days of its receipt of the draft Declaration. Seller will either accept or reject such proposed changes within ten (10) days thereafter by written notice to Seller. At Closing, Seller shall provide evidence that any mortgage encumbering the Shopping Center is subject and subordinate to the Declaration such that Buyer is able to secure title insurance for its rights under the Declaration without exception for such mortgages.

5.5

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized manager, and their respective seals to be affixed, all as of the date first stated above.

BUYER:

SS ACQUISITION, LLC

By: 

Steen R. Spove, Manager

SELLER:

ALLRED INVESTMENT COMPANY, LLC

By: 

Dax Allred

Its: 

Manager

By: 

Todd Smith

Its: 

Manager

ESCROW AGENT HEREBY ACKNOWLEDGES RECEIPT OF THE DEPOSIT OF \$7,500 AND A COPY OF THIS AGREEMENT, AND AGREES TO ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Isaacson Isaacson Sheridan Fountain & Leftwich, LLP

By: \_\_\_\_\_  
Desmond G. Sheridan, Partner

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

[illegible]

TOTAL KAW PADDING COUNT PRIOR TO REDUCTION = 214  
TOTAL KAW PADDING COUNT AFTER REDUCTION = 214



DATE		TIME		PLACE		REMARKS	
1	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
2	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
3	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
4	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
5	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
6	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
7	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
8	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
9	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30
10	10/10/10	10:00	10:30	10:00	10:30	10:00	10:30

**SS ACQUISITIONS, LLC**  
1809 HERSHBERGER ROAD  
ROANOKE, VIRGINIA

**CLIENT.**

**SB ACQUISITION, LLC**  
4935 PREMIER DRIVE  
SUITE 203  
1801 POINT, NC 27705  
PHONE: (919) 888-8800



## COMMERCIAL SITE DESIGN

### PRELIMINARY SKETCH

REVISIONS									
Rev.	Date	By	Description	Rev.	Date	By	Description	Rev.	Date
1	10/1/80	J. Smith	Initial design	2	10/15/80	J. Smith	Revised design	3	10/30/80
4	11/10/80	J. Smith	Final design	5	11/20/80	J. Smith	Revised design	6	12/1/80
7	12/15/80	J. Smith	Final design	8	12/30/80	J. Smith	Revised design	9	1/10/81
10	1/20/81	J. Smith	Final design	11	1/30/81	J. Smith	Revised design	12	2/10/81
13	2/20/81	J. Smith	Final design	14	2/28/81	J. Smith	Revised design	15	3/10/81
16	3/20/81	J. Smith	Final design	17	3/30/81	J. Smith	Revised design	18	4/10/81
19	4/20/81	J. Smith	Final design	20	4/30/81	J. Smith	Revised design	21	5/10/81
22	5/20/81	J. Smith	Final design	23	5/30/81	J. Smith	Revised design	24	6/10/81
25	6/20/81	J. Smith	Final design	26	6/30/81	J. Smith	Revised design	27	7/10/81
28	7/20/81	J. Smith	Final design	29	7/30/81	J. Smith	Revised design	30	8/10/81
31	8/20/81	J. Smith	Final design	32	8/30/81	J. Smith	Revised design	33	9/10/81
34	9/20/81	J. Smith	Final design	35	9/30/81	J. Smith	Revised design	36	10/10/81
37	10/20/81	J. Smith	Final design	38	10/30/81	J. Smith	Revised design	39	11/10/81
40	11/20/81	J. Smith	Final design	41	11/30/81	J. Smith	Revised design	42	12/10/81
43	12/20/81	J. Smith	Final design	44	12/30/81	J. Smith	Revised design	45	1/10/82
46	1/20/82	J. Smith	Final design	47	1/30/82	J. Smith	Revised design	48	2/10/82
49	2/20/82	J. Smith	Final design	50	2/28/82	J. Smith	Revised design	51	3/10/82
52	3/20/82	J. Smith	Final design	53	3/30/82	J. Smith	Revised design	54	4/10/82
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61	6/20/82	J. Smith	Final design	62	6/30/82	J. Smith	Revised design	63	7/10/82
64	7/20/82	J. Smith	Final design	65	7/30/82	J. Smith	Revised design	66	8/10/82
67	8/20/82	J. Smith	Final design	68	8/30/82	J. Smith	Revised design	69	9/10/82
70	9/20/82	J. Smith	Final design	71	9/30/82	J. Smith	Revised design	72	10/10/82
73	10/20/82	J. Smith	Final design	74	10/30/82	J. Smith	Revised design	75	11/10/82
76	11/20/82	J. Smith	Final design	77	11/30/82	J. Smith	Revised design	78	12/10/82
79	12/20/82	J. Smith	Final	80	12/30/82	J. Smith	Revised design	81	1/10/83
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91	4/20/83	J. Smith	Final design	92	4/30/83	J. Smith	Revised design	93	5/10/83
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151	12/20/84	J. Smith	Final design	152	12/30/84	J. Smith	Revised design	153	1/10/85
154	1/20/85	J. Smith	Final design	155	1/30/85	J. Smith	Revised design	156	2/10/85
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187	12/20/85	J. Smith	Final design	188	12/30/85	J. Smith	Revised design	189	1/10/86
190	1/20/86	J. Smith	Final design	191	1/30/86	J. Smith	Revised design	192	2/10/86
193	2/20/86	J. Smith	Final design	194	2/28/86	J. Smith	Revised design	195	3/10/86
196	3/20/86	J. Smith	Final design	197	3/30/86	J. Smith	Revised design	198	4/10/86
199	4/20/86	J. Smith	Final design	200	4/30/86	J. Smith	Revised design	201	5/10/86
202	5/20/86	J. Smith	Final design	203	5/30/86	J. Smith	Revised design	204	6/10/86
205	6/20/86	J. Smith	Final design	206	6/30/86	J. Smith	Revised design	207	7/10/86
208	7/20/86	J. Smith	Final design	209	7/30/86	J. Smith	Revised design	210	8/10/86
211	8/20/86	J. Smith	Final design	212	8/30/86	J. Smith	Revised design	213	9/10/86
214	9/20/86	J. Smith	Final design	215	9/30/86	J. Smith	Revised design	216	10/10/86
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265	2/20/88	J. Smith	Final design	266	2/28/88	J. Smith	Revised design	267	3/10/88
268	3/20/88	J. Smith	Final design	269	3/30/88	J. Smith	Revised design	270	4/10/88
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298	1/20/89	J. Smith	Final design	299	1/30/89	J. Smith	Revised design	300	2/10/89
301	2/20/89	J. Smith	Final design	302	2/28/89	J. Smith	Revised design	303	3/10/89
304	3/20/89	J. Smith	Final design	305	3/30/89	J. Smith	Revised design	306	4/10/89
307	4/20/89	J. Smith	Final design	308	4/30/89	J. Smith	Revised design	309	5/10/89
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313	6/20/89	J. Smith	Final design	314	6/30/89	J. Smith	Revised design	315	7/10/89
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322	9/20/89	J. Smith	Final design	323	9/30/89	J. Smith	Revised design	324	10/10/89
325	10/20/89	J. Smith	Final design	326	10/30/89	J. Smith	Revised design	327	11/10/89
328	11/20/89	J. Smith	Final design	329	11/30/89	J. Smith	Revised design	330	12/10/89
331	12/20/89	J. Smith	Final design	332	12/30/89	J. Smith	Revised design	333	1/10/90
334	1/20/90	J. Smith	Final design	335	1/30/90	J. Smith	Revised design	336	2/10/90
337	2/20/90	J. Smith	Final design	338	2/28/90	J. Smith	Revised design	339	3/10/90
340	3/20/90	J. Smith	Final design	341	3/30/90	J. Smith	Revised design	342	4/10/90
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355	8/20/90	J. Smith	Final design	356	8/30/90	J. Smith	Revised design	357	9/10/90
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370	1/20/91	J. Smith	Final design	371	1/30/91	J. Smith	Revised design	372	2/10/91
373	2/20/91	J. Smith	Final design	374	2/28/91	J. Smith	Revised design	375	3/10/91
376	3/20/91	J. Smith	Final design	377	3/30/91	J. Smith	Revised design	378	4/10/91
379	4/20/91	J. Smith	Final design	380	4/30/91	J. Smith	Revised design	381	5/10/91
382	5/20/91	J. Smith	Final design	383	5/30/91	J. Smith	Revised design	384	6/10/91
385	6/20/91	J. Smith	Final design	386	6/30/91	J. Smith	Revised design	387	7/10/91
388	7/20/91	J. Smith	Final design	389	7/30/91	J. Smith	Revised design	390	8/10/91
391	8/20/91	J. Smith	Final design	392	8/30/91	J. Smith	Revised design	393	9/10/91
394	9/20/91	J. Smith	Final design	395	9/30/91	J. Smith	Revised design	396	10/10/91
397	10/20/91	J. Smith	Final design	398					

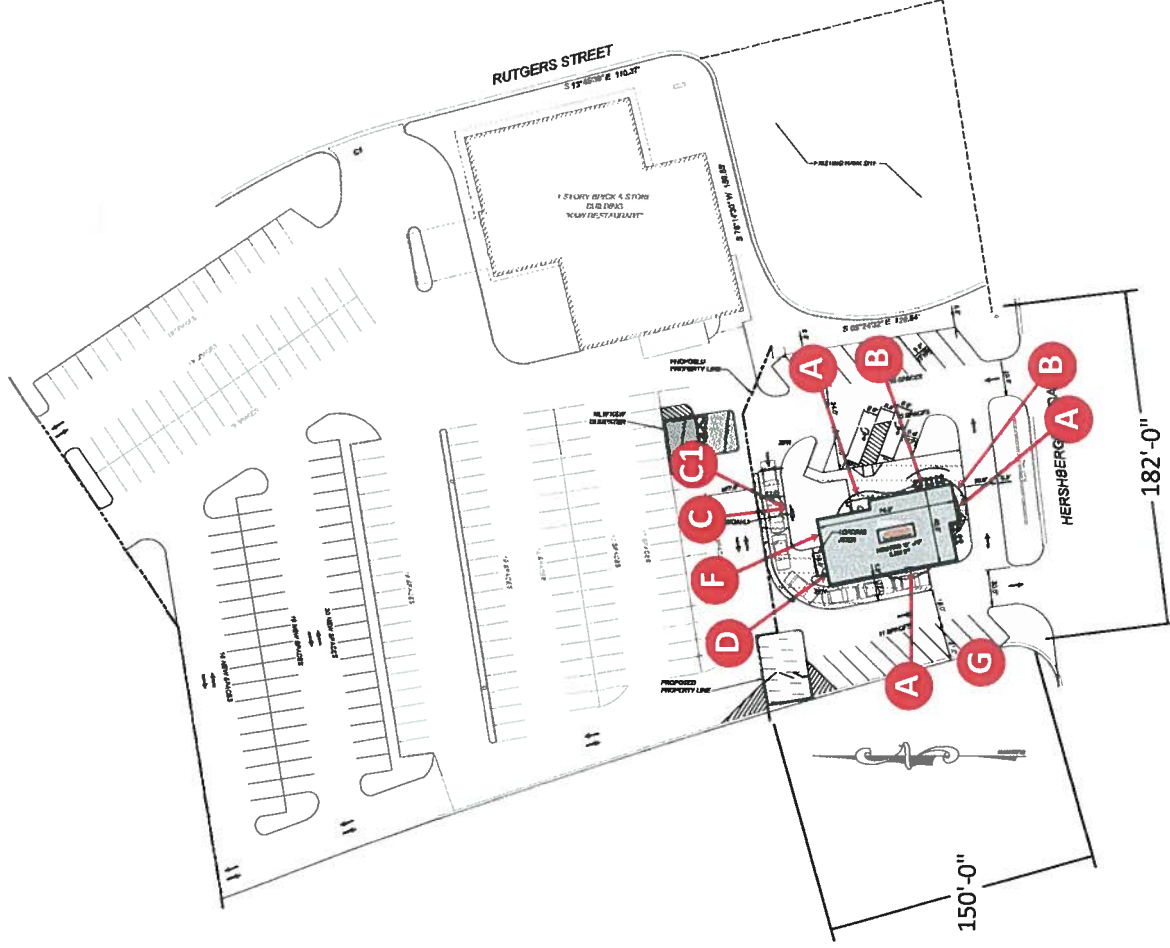
SK-1



KRISPY KREME ROANOKE VA::

EIPS EXTERIOR ::

October 31, 2013 ::





Project Information	
Client	KRISPY KREME
Location	Roanoke, VA
Drawing #	KK.RO,VA.06.06.13
Scale	AS NOTED
Designer	RM
Project Manager	SH
Date / Description	
6-12-11	Add Site Plan - IH
9-30-11	New Site Plan - IH
10-28-13	EDITS - RM
Client Approval	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	APPROVED AS NOTED
<input type="checkbox"/>	REVISE AND RESUBMIT
Name	
Date	
Notes	



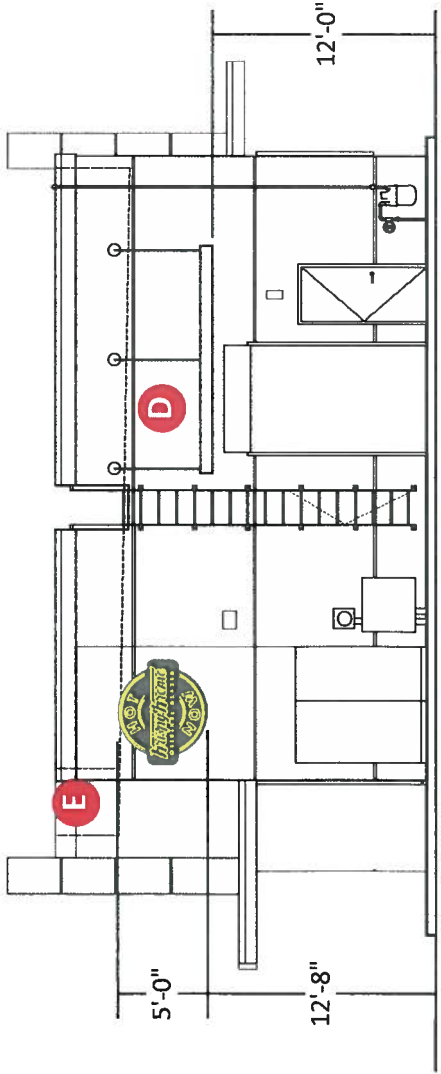
MAIN OFFICE  
1101-A W. Melinda Ln. Phoenix, AZ 85027  
PH: (623)792-3061 FX: (623)792-3063



FRONT ELEVATION

**A** 4'-6" WALL SIGN 57.9 SQFT WITH A 12' LONG WHIP

**B** 3'-8" INTERIOR NEON SIGN

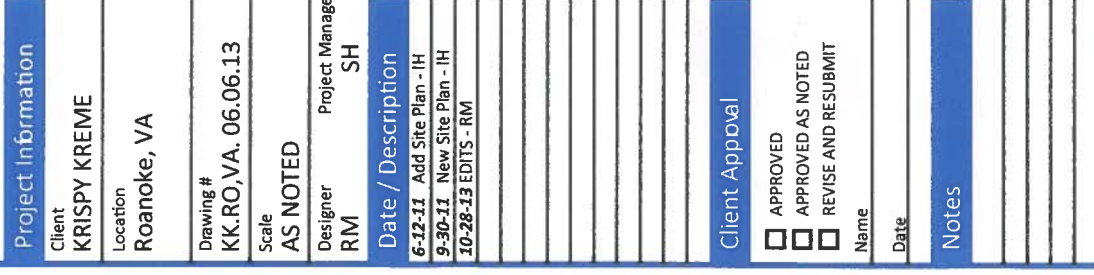


REAR ELEVATION

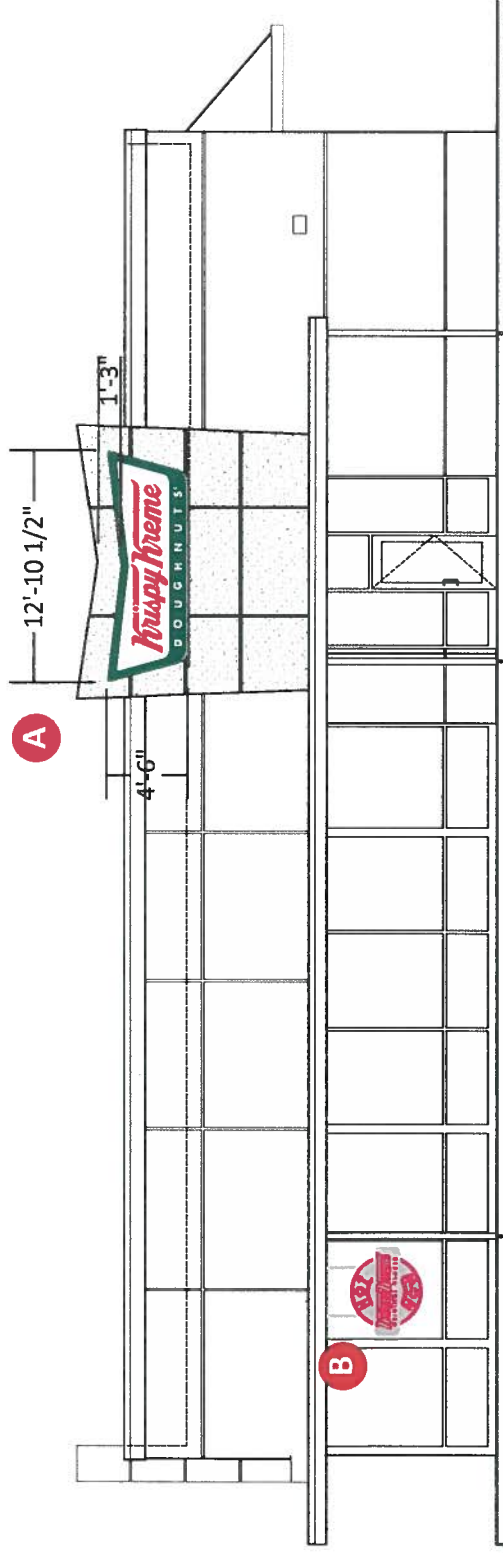
**D** ALUMINUM CANOPY

**F** 5'-0" EXTERIOR NEON SIGN





**MAIN OFFICE**  
1101-A W.Melinda Ln. Phoenix, AZ 85027  
PH: (623)792-3061 FX: (623)792-3065

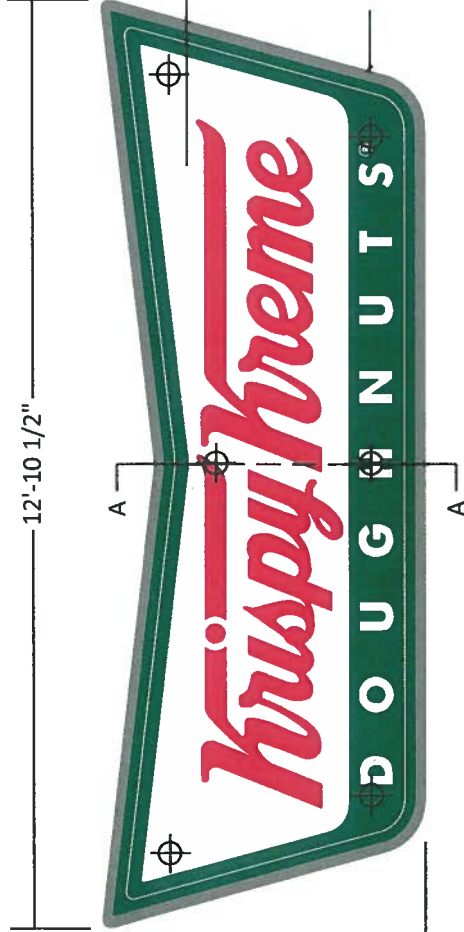


### MAIN ENTRANCE RIGHT SIDE ELEVATION

- A** 4'-6" WALL SIGN 57.9 SQFT WITH A 12' LONG WHIP
- B** 3'-8" INTERIOR NEON SIGN



- A** 4'-6" WALL SIGN 57.9 SQFT WITH A 12' LONG WHIP
- G** 3'-8" EXTERIOR NEON SIGN



**BOW TIE SIGN**  
**SCALE: 3/8"=1'-0"**

The diagram consists of two parts. The top part is a side elevation of a sign cabinet, showing its internal structure, including a horizontal support bar, a vertical support bar, and a mounting bracket. A dimension line indicates a height of 7 inches. The bottom part is a top-down view of the sign cabinet, showing the layout of the mounting holes and the placement of the lamps. The mounting holes are arranged in a grid pattern, and the lamps are positioned at the corners of the cabinet. A dimension line indicates a width of 7 inches.

LAMP LAYOUT

BOWTIE SIGN CABINET SQUARE FOOTAGE 57.92

Internally illuminated single face wall sign with pan-formed, embossed plex face.

Sign to mount to wall with 1 1/2" angle and non-corrosive fasteners as required.

Retainer size: 1 1/2"

Illumination: Daylight HO fluorescent lamps (Electrical signs are U/L approved)

Cabinets and retainers.....Painted Azko Nobel #ALU33754 "Brushed Aluminum"

Panned face.....3/16" clear plex with second surface graphics application

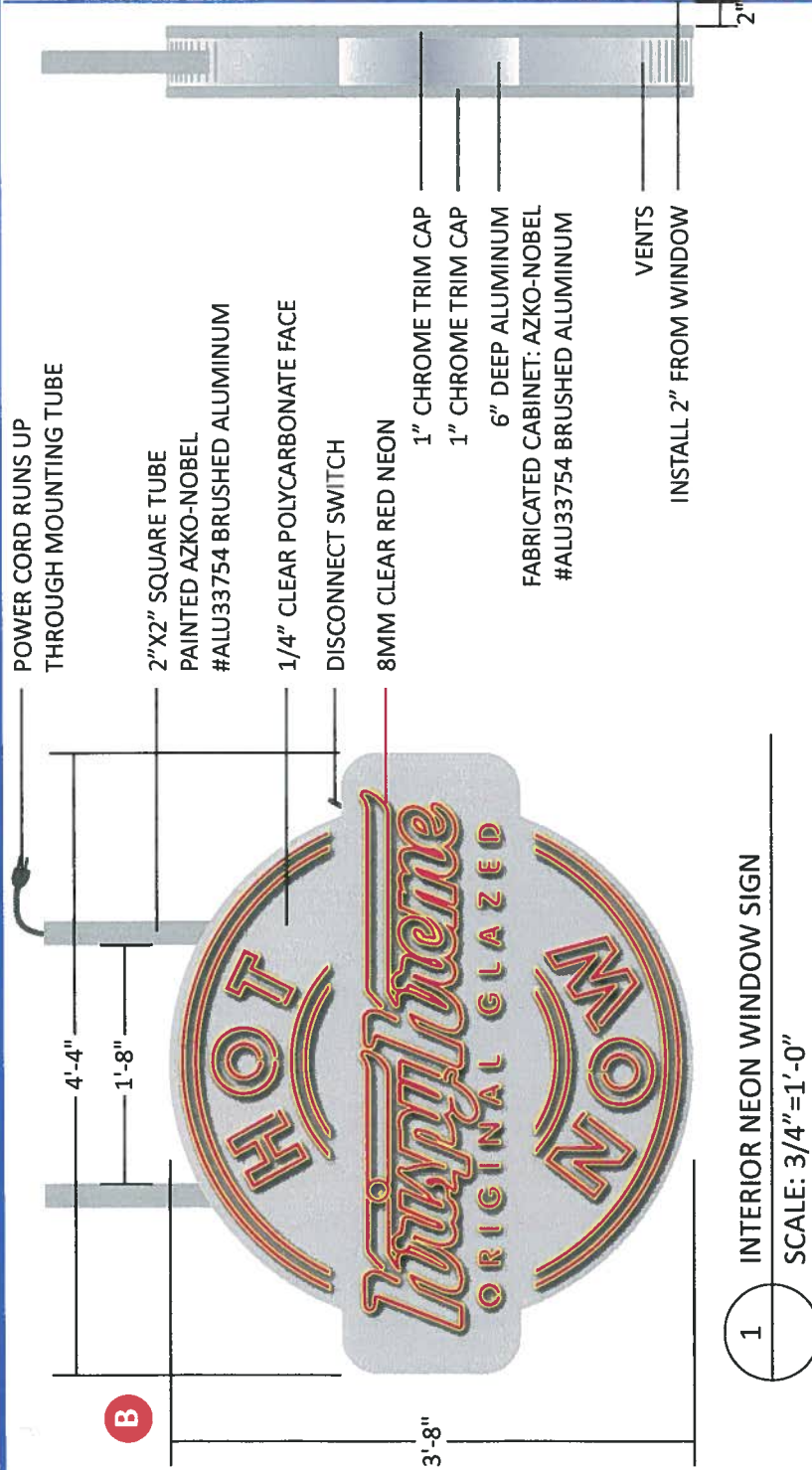
"Bowtie" .....Painted to match PMS #3425 green

"Krispy Kreme" logo.....Painted to match PMS #200 red

"Doughnuts and ® (flat cut out).....White vinyl

Six attachment points (bolt type per field conditions).





1/8" POLYCARBONATE FACE  
WITH FIRST SURFACE DIGITAL PRINT



3 BACK FACES INTERIOR  
SCALE: 3/4"=1'-0"

2 SIDE VIEW  
SCALE: 3/4"=1'-0"

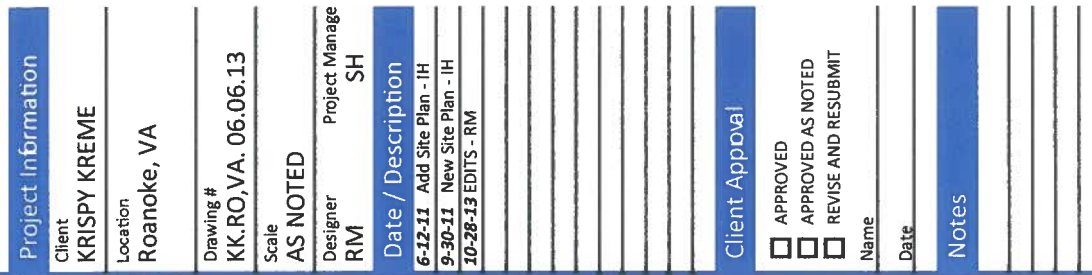
ELECTRICAL NOTES:  
SIGN REQUIRES 1 (ONE) 20 AMP CIRCUIT 12 AMPS PER SIGN.  
ELECTRICAL SIGNS ARE U/L APPROVED

SIGN NOTES:  
ELECTRICAL WIRING SHALL RUN UP THE RIGHT ARM (AS SHOWN)  
TO THE ELECTRICAL SOURCE IN CEILING. WIRING SHALL NOT BE  
MODIFIED OR TAMPERED WITH DURING INSTALLATION. ALL NEON  
(COPY AND BORDERS)( WILL BE ILLUMINATED WHILE DOUGHNUTS  
ARE BEING ILLUMINATED WHILE DOUGHNUTS ARE BEING MANUFACTURED.  
OTHERWISE, THE SIGN SHALL REMAIN COMPLETELY OFF.  
TRANSFORMERS ARE INSTALLED WITHIN THE CABINET.

Project Information	
Client	KRISPY KREME
Location	Roanoke, VA
Drawing #	KK.RO,VA. 06.06.13
Scale	AS NOTED
Designer	Project Manager
RM	SH
Date / Description	
6-12-11	Add Site Plan - IH
9-30-11	New Site Plan - IH
10-28-13	EDITS - RM
Client Approval	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	APPROVED AS NOTED
<input type="checkbox"/>	REVISE AND RESUBMIT
Name	
Date	
Notes	







Front View of D/F Pylon Slab - 5'-7" x 16'-0"

THREE 20 AMP CIRCUITS REQ'D (ONE FOR BOWTIE / DT SIGN, TWO FOR HDN SIGN).

Square Footage

128.24



**MAIN OFFICE**  
1101-A W.Melinda Ln. Phoenix, AZ 85027  
PH: (623)792-3061 FX: (623)792-3063

# Transactions/Trip Data

## Weekly average

### Shop 4

Transactions		Weekday						
hour #	Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	1:01 AM - 2:00 AM	-	0	-	-	-	-	-
5	5:01 AM - 6:00 AM	-	-	-	0	-	-	-
6	6:01 AM - 7:00 AM	7	11	13	16	16	20	11
7	7:01 AM - 8:00 AM	22	27	30	34	35	40	25
8	8:01 AM - 9:00 AM	30	33	39	41	45	48	35
9	9:01 AM - 10:00 AM	39	34	38	37	44	44	37
10	10:01 AM - 11:00 AM	33	32	33	36	39	41	37
11	11:01 AM - 12:00 PM	25	26	26	28	31	35	32
12	12:01 PM - 1:00 PM	23	23	24	23	27	31	30
13	1:01 PM - 2:00 PM	28	25	24	27	28	35	29
14	2:01 PM - 3:00 PM	29	28	29	30	34	38	33
15	3:01 PM - 4:00 PM	31	33	37	37	41	42	33
16	4:01 PM - 5:00 PM	29	35	33	36	41	41	34
17	5:01 PM - 6:00 PM	30	28	29	30	31	37	33
18	6:01 PM - 7:00 PM	37	28	29	30	34	42	42
19	7:01 PM - 8:00 PM	43	34	36	36	39	45	47
20	8:01 PM - 9:00 PM	35	28	32	33	37	51	50
21	9:01 PM - 10:00 PM	19	17	18	21	23	46	46
22	10:01 PM - 11:00 PM	3	0	0	0	0	25	23
23	11:01 PM - 12:00 AM	2	-	-	-	-	1	1
Grand Total		466	444	469	493	544	660	577

### Shop 6

Transactions		Weekday						
hour #	Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	1:01 AM - 2:00 AM	2	-	-	0	-	-	3
2	2:01 AM - 3:00 AM	1	-	-	-	-	-	2
3	3:01 AM - 4:00 AM	0	-	-	-	-	-	-





10	10:01 AM - 11:00 AM	62	22	22	24	27	40	66
11	11:01 AM - 12:00 PM	41	19	17	18	22	27	46
12	12:01 PM - 1:00 PM	29	17	17	16	20	23	36
13	1:01 PM - 2:00 PM	32	20	18	20	23	28	35
14	2:01 PM - 3:00 PM	43	23	22	25	27	32	44
15	3:01 PM - 4:00 PM	53	28	26	33	33	39	56
16	4:01 PM - 5:00 PM	59	34	25	32	33	42	64
17	5:01 PM - 6:00 PM	63	31	27	30	34	42	67
18	6:01 PM - 7:00 PM	64	31	29	33	38	45	70
19	7:01 PM - 8:00 PM	53	36	36	39	45	61	78
20	8:01 PM - 9:00 PM	39	39	38	45	49	73	84
21	9:01 PM - 10:00 PM	19	22	24	26	32	77	85
22	10:01 PM - 11:00 PM	6	7	7	8	11	51	53
23	11:01 PM - 12:00 AM	3	3	3	3	5	16	17
24	12:01 AM - 1:00 AM	7	1	2	2	1	3	6
Grand Total		733	425	419	471	530	780	1,015

Shop 262

Transactions

hour #	Hour	Weekday						
		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	1:01 AM - 2:00 AM	5	2	2	2	2	3	5
2	2:01 AM - 3:00 AM	4	1	1	1	2	2	3
3	3:01 AM - 4:00 AM	2	1	1	1	1	1	2
4	4:01 AM - 5:00 AM	1	1	1	1	1	1	1
5	5:01 AM - 6:00 AM	2	1	2	2	2	2	3
6	6:01 AM - 7:00 AM	16	15	17	18	22	26	25
7	7:01 AM - 8:00 AM	35	26	37	41	46	59	47
8	8:01 AM - 9:00 AM	49	32	38	43	47	55	66
9	9:01 AM - 10:00 AM	58	32	37	40	39	49	74
10	10:01 AM - 11:00 AM	47	28	27	32	31	40	62
11	11:01 AM - 12:00 PM	28	20	20	19	23	28	41
12	12:01 PM - 1:00 PM	24	21	20	19	23	25	34
13	1:01 PM - 2:00 PM	27	22	22	22	23	29	34

14	2:01 PM - 3:00 PM	32	24	24	26	26	30	38
15	3:01 PM - 4:00 PM	35	28	27	30	33	35	46
16	4:01 PM - 5:00 PM	46	30	35	37	43	41	55
17	5:01 PM - 6:00 PM	63	31	42	45	46	48	76
18	6:01 PM - 7:00 PM	68	35	42	46	48	56	78
19	7:01 PM - 8:00 PM	55	44	47	48	51	63	82
20	8:01 PM - 9:00 PM	44	46	46	48	51	65	82
21	9:01 PM - 10:00 PM	35	37	38	41	43	70	77
22	10:01 PM - 11:00 PM	19	16	16	15	20	49	50
23	11:01 PM - 12:00 AM	8	7	7	9	9	26	22
24	12:01 AM - 1:00 AM	10	4	3	4	5	5	11
Grand Total		713	503	550	590	638	808	1,013

Average b/T 4 stores

Saturday

860 day Trips

peak day

Saturday

73 peak trips

8-9 pm

# Adjoining Property Owners – 1609 Hershberger Rd., NW

TAXID	LOCADDR	OWNER	OWNERADDR1	MAILCITY	MAILSTATE	MAINZIPCOD
2271001	1620 HERSHBERGER RD NW	VIRGINIA FIRST SAVINGS BANK FSB	PO BOX 167	WINSTON SALEM	NC	27102
2271011	1630 HERSHBERGER RD NW	SEXTON CLIFFORD R & SEXTON ARLENE	1630 HERSHBERGER NW	ROANOKE	VA	24012
6650111	5040 RUTGERS ST NW	LOWE'S HOME CENTERS INC	PO BOX 1000	MOORESVILLE	NC	28115
6660105	1419 HERSHBERGER RD NW	FAIRWAY ROANOKE LLC	PO BOX 840	ROANOKE	VA	24004-0840
6660106	1535 HERSHBERGER RD NW	FIRST-CITIZENS BANK & TRUST COMPANY	PO BOX 27131	RALEIGH	NC	27611
6660109	1611 HERSHBERGER RD NW	SOUTHWEST VIRGINIA SAVINGS AND LOAN	590 PETER JEFFERSON PKWY STE 250	CHARLOTTEVILLE	VA	22911
6660110	1420 TOWNE SQUARE BLVD NW	TOWN SQUARE LLC	3333 NEW HYDE PARK STE 100	NEW HYDE PARK	NY	11042
6660116	0 RUTGERS ST NW	TOWNE SQUARE JOINT VENTURE	3333 NEW HYDE PARK STE 100	NEW HYDE PARK	NY	11042



