

Prepared by/after recording return to:
Angela King (#76922)
Hampton City Attorney's Office
22 Lincoln Street
Hampton, Virginia 23669
757-727-6157

LRSN: 12006702 & 12007400

PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this ____ day of _____, 2023, by and between THE HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY (the “Grantor”); and THE CITY OF HAMPTON, a municipal corporation of the Commonwealth of Virginia (the “Grantee”), with an address of 22 Lincoln Street, Hampton City Hall, Hampton, Va. 23669.

RECITALS

- A. The Hampton Redevelopment and Housing Authority is the owner of a certain parcel of property located in the City of Hampton, herein known as LRSN Number(s) 12006702 & 12007400, and more fully described on “Exhibit A” (the “Property”).
- B. Grantor has initiated a conditional amendment to the zoning map of the City of Hampton, Virginia, by petition addressed to the Grantee so as to change the zoning classification of the Property from Multiple Residential (R-M) district to Parks and Open Space General (PO-1) district.
- C. Grantor has requested approval of this Agreement.

- D. Grantee's policy is to provide for the orderly development of land for various purposes, including commercial purposes, through zoning and other land development legislation.
- E. Grantor desires to offer the City of Hampton certain conditions for the enhancement of the community and to provide for the highest quality and orderly development of the Property.
- F. The conditions outlined in this Agreement have been proffered by Grantor and allowed and accepted by Grantee as a part of the amendment of the City Zoning Ordinance and the Zoning Map. These conditions shall continue in full force and effect until a subsequent amendment changes the zoning of the Property; provided, however, that such conditions shall continue if the subsequent amendment is part of the comprehensive implementation of a new or substantially revised zoning ordinance of Grantee.

NOW, THEREFORE, for and in consideration of the approval and acceptance by the City of Hampton, (the "City") of this Agreement, Grantor agrees that it will meet and comply with all of the following conditions in developing the Property. In the event the requested change of zoning classification is not granted by the City, these Proffers shall thereupon become null and void. Grantor, its heirs, successors, assigns, grantees and other successors in title or interest to the Property, voluntarily and without any requirement by or exaction from Grantee or its governing body and without any element or compulsion or quid pro quo for zoning, rezoning, site plan, building permit or subdivision approval, makes the foregoing declaration of conditions and restrictions governing the use and physical development and operation of the Property, and covenants and agrees that this declaration and the further terms of

this Agreement shall constitute covenants running with the Property, which shall be binding upon the Property, and upon all persons and entities claiming under or through the Grantor, its heirs successors and assigns, grantees and other successors in interest or title to the Property; namely:

CONDITIONS

- A. No additional buildings or additions shall be permitted on LRSN 12006702 beyond the roofline, both vertical and horizontal, of the currently existing building.
- B. Storage
 - 1. Storage, as further identified in Condition B.2. below, shall be limited to LRSN 12006702.
 - 2. The types of items stored shall be limited to those associated with the park and beach function, including but not limited to equipment to support lifeguard operations and beach and water related sports. Any flammable fuel shall be stored in a cabinet designed for the storage of flammable materials.
 - 3. All storage shall occur within the building or within a fenced area directly adjacent to the rear (west side) of the building. The fenced area shall not exceed 1,500 square feet, shall be centered on the building, and shall not be any wider than thirty feet (30’).
- C. Fencing
 - 1. Fencing for the storage area referenced in Condition B.3. on LRSN 12006702 shall be no taller than eight feet (8’) in height.

2. Any other fence shall only be permitted in conjunction with a park, public. Such fence shall not exceed six feet (6') in height. Further, the fence shall be a decorative metal design, such as faux wrought iron, and less than 50% opaque.
- D. Any storage or fencing established in compliance with these conditions shall be sited in a manner so as to enable public pedestrian access from N. First Street to the boardwalk and beach.
- E. It is understood that any proposed project shall comply with all ordinances of the City of Hampton, as applicable.
- F. Further, Grantor acknowledges that additional lawful conditions or restrictions may be imposed by Grantee as a condition of approvals that may be required in conjunction with a proposed project, including but not limited to final site plan approval.
- G. All references hereinabove to zoning districts and to regulations applicable thereto, refer to the City Zoning Ordinance of the City of Hampton, in force as of the date the conditional rezoning amendment is approved by the Grantee.
- H. The Grantor covenants and agrees that (1) the Zoning Administrator of the City of Hampton, Virginia, shall be vested with all necessary authority on behalf of the governing body of the City of Hampton, Virginia, to administer and enforce the foregoing conditions and restrictions specified in this Agreement, including (i) the ordering in writing of the remedying of any noncompliance with such conditions, and (ii) the bringing of legal action or suit to ensure compliance with such conditions, including mandatory or prohibitory injunction, abatement, damages or

other appropriate action, suit or proceedings; (2) the failure to meet all conditions shall constitute cause to deny the issuance of any of the required building or occupancy permits as may be appropriate; and (3) the Zoning Map shall show by an appropriate symbol on the Map the existence of conditions attaching to the zoning of the subject Property on the Map and that the ordinance and conditions may be made readily available and accessible for public inspection in the office of the Zoning Administrator and in the Department of Community Development and that this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia and indexed in the name of the Grantor and Grantee.

WITNESS the following signatures:

Grantor:

Hampton Redevelopment & Housing Authority
By: Alan Ma'at, Executive Director

STATE OF VIRGINIA
City of Hampton, to-wit:

I, Meredith Clark, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Alan Ma'at, whose name is signed to the foregoing instrument as (title) Exec. Director of HR&HA, a Virginia (type of entity) political subdivision, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 12th day of JUNE, 2023 on behalf of said entity. He/she is personally known to me or has produced _____ as identification.



Meredith Clark
Notary Public

My commission expires: 3/31/26
Registration No. 7580747

Exhibit A
Legal Description