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MAR 15 2016

PLANNING DEPT.

Prepared by:
Charlie Richardson, Jr.
3500 B Kecoughtan Road
Hampton, VA 23661
After recording return to:
Office of the City Attorney
22 Lincoln Street
Hampton, Va. 23669
(bnb)

1003845,1003846,1003847

LRSN: _____

PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this 10th day of March 2016, by and between Richardson Contracting, Inc. (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. Richardson Contracting, Inc. is the owner of a certain parcel of property located in the City of Hampton, herein known as LRSN Number(s) 1003845 (Lot 22 & Lot 23) Greenbriar 6L22.23, 1003846 694 Greenbriar Avenue, and 1003847 (Lots 24 & Lot 25) (Lot 26 & Lot 27) 692 Greenbriar Avenue, and more fully described on “Exhibit A”.
- 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 General Commercial (C-3) District to One Family Residential (R-9) 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) The maximum height of each single family home will be two (2) stories.
- B) The front yard shall contain a minimum of 50% green space.
- C) If constructed, an attached garage shall be located a minimum of eighteen inches (18") behind the main front façade of the house. The main front façade is the façade containing the front door.
- D) It is understood that all phases of the proposed project shall comply with all ordinances of the City of Hampton.
- E) Further lawful conditions or restrictions against the Property may be required by Grantee during the detailed Site Plan review and administration of applicable codes and regulations of Grantee by all appropriate agencies and departments of Grantee, which shall be observed or performed by Grantor. Grantor acknowledges that additional further lawful conditions or restrictions may be imposed by Grantee as a condition of approvals, including but not limited to final site plan approval.
- F) 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.
- G) 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:

Charlie Richardson Jr.

By: _____

STATE OF VIRGINIA
City of Hampton, to-wit:

I, Dolores J Vogtsberger, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Charlie Richardson, Jr., whose name is signed to the foregoing instrument as (title) grantor of Richardson Contracting, Inc., a Virginia (type of entity) corporation, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 10th day of March, 2016 on behalf of said corporation. He/she is personally known to me or has produced VADL A24659202 exp 03/04/2017 as identification.

[Signature]

Notary Public

My commission expires: 09-30-2018
Registration No. 183127



DOLORES J. VOGTSBERGER
NOTARY PUBLIC 183127
COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES SEPTEMBER 30, 2018

Exhibit A
Legal Description

Legal Description for property LRSN/RPC 1003845- All those certain lots, pieces or parcels of land situate and being in the city of Hampton, Virginia (formerly in Wythe Magisterial District, Elizabeth City County, Virginia), known and designated as Lots Numbered Twenty-Two (22) and Twenty-Three (23), in Section Six (6), as shown on a certain map entitled, "Map of the Greenbriar Subdivision of Vaughan Property in Wythe Magisterial District, in Elizabeth County, Virginia", made by A.B. Edmonds, C.E., and recorded in the Clerk's Office of the Circuit Court of Elizabeth City County, Virginia), in Deed Book 52, at Page 174.

Legal Description for property LRSN/RPC 1003846- All those certain lots, pieces or parcels of land situate and being in the city of Hampton, Virginia (formerly in Wythe Magisterial District, Elizabeth City County, Virginia), known and designated as Lots Numbered Twenty-Four (24) and Twenty-Five (25), in Section Six (6), as shown on a certain map entitled, "Map to the Greenbriar Subdivision of Vaughan Property in Wythe Magisterial District, in Elizabeth County, Virginia", made by A.B. Edmonds, C.E., and recorded in the Clerk's Office of the Circuit Court of Elizabeth City County, Virginia), in Deed Book 52, at Page 174.

Legal Description for property LRSN/RPC 1003847- All those certain lots, pieces or parcels of land situate and being in the City of Hampton, Virginia (formerly in Wythe Magisterial District, Elizabeth City County, Virginia), known and designated as Lots Numbered Twenty-Six (26) and Twenty-Seven (27), in Section Six (6), as shown on a certain map entitled, "Map of the Greenbriar Subdivision of Vaughan Property in Wythe magisterial District, in Elizabeth County, Virginia", made by A.B. Edmonds, C.E., and recorded in the Clerk's Office of the Circuit Court of Elizabeth City County, Virginia), in Deed Book 52, at Page 174.

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TITLE CERTIFICATE AND LIEN DISCLOSURE

(RPC #1003847 – Greenbriar, Section 6, Lots 26 and 27)

The undersigned attorney at law for the owner of the property located at Greenbriar Avenue in Hampton, Virginia, identified as Tax Parcel Number 1003847 (the "Property") to be rezoned, hereby certifies, as required by §24-3(5) of the Zoning Ordinance of the City of Hampton, Virginia that sole legal and equitable title to the Property is in the name of: **Charlie Richardson, Jr.**

The Property was acquired by the owner from Covington Enterprises, Inc., a Virginia Corporation by Deed recorded October 4, 1999 in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 1306, page 337.

The legal description of the Property is as follows:

All those certain lots, pieces or parcels of land situate and being in the City of Hampton, Virginia known and designated as Lots Numbered Twenty-Six (26) and Twenty-Seven (27), in Section Six (6), as shown on a certain map entitled, "Map of Greenbrier Subdivision of the Vaughn Property, 1910" made by A. Braxton Edmunds, C. Engr, and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 52 at page 174, *et seq.*, to which reference is here made.

I further certify that the following are the only title exceptions other than typical utility easements.

1. Delinquent real estate taxes: All real estate taxes are paid in full through June 30, 2015. The December 2015 real estate taxes are delinquent as shown on the attached Real Estate Information Sheet. There are no storm water fees for this property.

Dated:

2/18/16



J. Robert Harris, III, Attorney

J. Robert Harris, III
34 West Queens Way
Hampton, VA 23669
Telephone: (757) 722-2131
Facsimile : (757) 722-6411

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PLANNING DEPT.

TITLE CERTIFICATE AND LIEN DISCLOSURE

(RPC #1003845 – Greenbriar, Section 6, Lots 22 and 23)

The undersigned attorney at law for the owner of the property located at Greenbriar Avenue in Hampton, Virginia, identified as Tax Parcel Number 1003845 (the "Property") to be rezoned, hereby certifies, as required by §24-3(5) of the Zoning Ordinance of the City of Hampton, Virginia that sole legal and equitable title to the Property is in the name of: **Richardson Contracting, Inc., a Virginia corporation.**

The Property was acquired by the owner from Copeland N. Bailey, Hendria Bailey and Shayla Bailey by Deed recorded October 4, 1999 in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 1306, page 339.

The legal description of the Property is as follows:

All those certain lots, pieces or parcels of land situate and being in the City of Hampton, Virginia known and designated as Lots Numbered Twenty-Two (22) and Twenty-Three (23), in Section Six (6), as shown on a certain map entitled, "Map of Greenbrier Subdivision of the Vaughn Property, 1910", made by A. Braxton Edmunds, C.Engr., and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia in Deed Book 52 at page 174, *et seq.*, to which reference is here made.

I further certify that the following are the only title exceptions other than typical utility easements:

1. Delinquent real estate taxes: All real estate taxes and storm water fees are paid in full through June 30, 2015. The December 2015 real estate tax and storm water fees are delinquent as shown on the attached Tax Information Sheet.

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TITLE CERTIFICATE AND LIEN DISCLOSURE

(RPC #1003846 – Greenbriar, Section 6, Lots 24 and 25)

The undersigned attorney at law for the owner of the property located at Greenbriar Avenue in Hampton, Virginia, identified as Tax Parcel Number 1003846 (the "Property") to be rezoned, hereby certifies, as required by §24-3(5) of the Zoning Ordinance of the City of Hampton, Virginia that sole legal and equitable title to the Property is in the name of: **Richardson Contracting, Inc., a Virginia corporation.**

The Property was acquired by the owner from Jessie N. Bailey (aka Jessie Bailey, Jesse N. Bailey and Jesse Bailey), Copeland N. Bailey, Hendria Bailey and Shayla Bailey by Deed recorded October 4, 1999 in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 1306, page 341.


The legal description of the Property is as follows:

All those certain lots, pieces or parcels of land situate and being in the City of Hampton, Virginia known and designated as Lots Numbered Twenty-Four (24) and Twenty-Five (25), in Section Six (6), as shown on a certain map entitled, "Map of Greenbrier Subdivision of the Vaughn Property, 1910", made by A. Braxton Edmunds, C. Engr, and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia in Deed Book 52 at page 174, *et seq.*, to which reference is here made.

I further certify that the following are the only title exceptions other than typical utility easements:

1. Delinquent real estate taxes: All real estate taxes are paid in full through June 30, 2015. The December 2015 real estate taxes are delinquent as shown on the attached Tax Information Sheet. There are no storm water fees for this property.

Dated: 2/18/16


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