

REZONING APPLICATION # 1247 PROFFER STATEMENT

BEFORE A REZONING APPLICATION IS PRESENTED TO THE PLANNING COMMISSION, THE OWNER MUST SIGN A STATEMENT THAT HE (A) DOES OR (B) DOES NOT WISH TO PROFFER LEGALLY PERMISSABLE CONDITIONS IN SUPPORT OF THE APPLICATION (PERMISSABLE CONDITIONS ARE OUTLINED BELOW). WITHOUT THIS SIGNED STATEMENT, THE REZONING APPLICATION WILL NOT BE ADVERTISED IN THE NEWSPAPER AND WILL NOT PROCEED TO PLANNING COMMISSION. PLEASE SELECT AND SIGN ONE OF THE FOLLOWING:

(A) I HEREBY VOLUNTARILY PROFFER THE FOLLOWING SPECIAL CONDITIONS RELATING TO THE PHYSICAL DEVELOPMENT OR PHYSICAL OPERATION OF THE PROPERTY UNDER CONSIDERATION. I FURTHER AGREE THAT THE DEVELOPMENT OF THE PROPERTY SHALL BE IN STRICT ACCORDANCE WITH THESE CONDITIONS, UNLESS AN AMENDMENT THERETO IS MUTUALLY AGREED UPON BY THE CITY COUNCIL AND THE UNDERSIGNED. (PLEASE USE ADDITIONAL SHEETS IF NECESSARY; LEGALLY PERMISSABLE CONDITIONS ARE DESCRIBED ON REVERSE.)

*see attached*

  
CURRENT PROPERTY OWNER & DATE

*5.2.07*

(B) I DO NOT PROFFER ANY CONDITIONS WITH THIS APPLICATION.

\_\_\_\_\_  
CURRENT PROPERTY OWNER & DATE

HAMPTON ZONING ORDINANCE, SECTION 24.2.1. PERMISSABLE CONDITIONS.

1. THE CURRENT PROPERTY OWNER MAY VOLUNTARILY PROFFER CONDITIONS THAT WILL SUPPLEMENT THE SPECIFIC DISTRICT REGULATIONS TO THE EXTENT THAT:
  - (A) THE REZONING ITSELF NECESSITATES THE CONDITIONS;
  - (B) SUCH CONDITIONS HAVE A REASONABLE RELATION TO THE REZONING; AND
  - (C) ALL CONDITIONS ARE IN CONFORMITY WITH THE COMPREHENSIVE PLAN.
2. WHEN CONDITIONS INCLUDE THE DEDICATION OF REAL PROPERTY OR PAYMENT OF CASH FOR FACILITIES, SUCH PROPERTY SHALL NOT BE TRANSFERRED NOR SUCH PAYMENT MADE TO THE CITY UNTIL THE FACILITIES FOR WHICH SUCH CONDITION IS INTENDED ARE INCLUDED IN THE ADOPTED CAPITAL IMPROVEMENTS PLAN. THE CONDITIONS SHALL PROVIDE FOR THE DISPOSITION OF SUCH PROPERTY OR PAYMENT IN THE EVENT IT IS NOT USED FOR THE PURPOSE FOR WHICH PROFFERED.
3. ONCE PROFFERED AND ACCEPTED AS PART OF AN AMENDMENT TO THE ZONING ORDINANCE, SUCH CONDITIONS SHALL CONTINUE IN EFFECT UNTIL A SUBSEQUENT AMENDMENT CHANGES THE ZONING OF THE PROPERTY COVERED BY THE CONDITIONS; HOWEVER, SUCH CONDITIONS CONTINUE IF THE SUBSEQUENT AMENDMENT IS PART OF THE COMPREHENSIVE IMPLEMENTATION OF A NEW OR SUBSTANTIALLY REVISED ZONING ORDINANCE.

**RZ #1247**  
**Proffers**  
**H20 Phases III and IV**  
**May 14, 2007**

1. Development shall be in conformance with the adopted Development Agreement between Sandler at Coliseum Central, LLC and The Hampton Redevelopment Housing Authority, dated February 2005, as amended. To deviate from the terms of Development Agreement (ex: number/mix of unit types) the developer must follow the amendment processes established in the Development Agreement.
  - The portion of the project included in this rezoning (11.5± acres) shall consist of not more than 103 new residential units, comprised of stacked-townhouses, 2-story townhouses, and/or 3-story townhouses. Should one product be constructed, alternate building elevations shall be incorporated to establish variety.
2. Developer agrees to develop the property in conformance with the development standards and guidelines set forth in “*Proffer Book for Rezoning #1247, H20 Phases III and IV, dated May 14, 2007*” and attached herein.
3. The entire property (11.5± acres) shall be subject to the standards and design criteria set forth in the *Proffer Book*, however the layout of the property known as parcel “D-4” (3.9± acres) shall be developed substantially in conformance with the Conceptual Development Plan (pg 2) of the attached *Proffer Book*, while the layout of the remainder of the property (7.6±) acres shall be subject to the following:
  - The conceptual site layout of the 7.6± acres shall be subject to the approval of the Planning Director.
4. Elevations shall be in conformance with those designs already approved for Phases I and II of the H20 project. These approved elevations are on file with the City and are dated April 13, 2006 by Chesapeake Homes and June 1, 2006 by Lessard Urban.
5. Developer agrees to construct all two- and three-story townhouses using a minimum of an 18” (eighteen- inch) raised slab foundation.
6. Developer agrees to use roofing materials consisting of 30-year architectural grade shingles or painted standing-seam metal.
7. Developer agrees to provide a fifteen foot (15’) landscape easement adjacent to the Wilken Park neighborhood. Within the easement a single-row of evergreen trees shall be planted fifteen feet (15’) on center.
8. Developer agrees to provide a forty foot (40’) open space easement adjacent to Newmarket Creek for the purpose of the City of Hampton to construct passive recreational components. The City of Hampton shall be required to maintain the area

and improvements encompassed in the open space. The easement shall be measured forty feet (40') landward from the water's edge- elevation zero (0'), as exhibited in Open Space Exhibit, pg 4 of the attached *Proffer Book*.

9. The project will use existing stormwater outfall (as illustrated on the attached plan titled "Stormwater Drainage System, map 4-H") and will not discharge into Lake Hampton, unless, in the decision of the Director of Public Works, there is no practical alternative. This decision shall be reached in consultation with the Director of Parks and Recreation and shall consider the effect of the stormwater outfall on Park activities.