

Prepared by:
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After recording return to:
Office of the City Attorney
22 Lincoln Street
Hampton, Va. 23669

LRSN: 6000828, 6000829, 6000830

PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this _____ day of _____, 2023, by and between **LANGLEY STORAGE ASSOCIATES, LLC**, a Virginia limited liability company (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. Grantor is the owner of three (3) parcels of real property located in the City of Hampton, herein known as LRSN Numbers 6000828, 6000829, 6000830, and more fully described on “Exhibit A” (together 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 R-9 and C-3 to Conditional LFA-2.
- 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) (1) LRSN Numbers 6000829 and 6000830 (together the “Outdoor Storage Parcels”) shall be developed in substantial conformance with that certain plan entitled, “Rezoning Exhibit for Langley Outdoor Storage, Potter Lane, Hampton, Virginia”, prepared by SIA, and dated March 14, 2023 (the "New Conceptual Site Plan") a copy of which is on file with the Planning and Zoning Division of the Community Development Department and has been exhibited to the Planning Commission and the Hampton City Council for illustrative purposes and to provide justification for this re-zoning action. Necessary changes in the New Conceptual Site Plan may be made to accommodate environmental, engineering, architectural, topographic or other development conditions, or site plan approval requirements as required by law and subject to the approval of the Director of Community Development. A copy of the final approved site plan shall be placed in the file with the Planning and Zoning Division of the Department of Community Development and shall supersede any previously filed conceptual site plan.
- (2) LRSN Number 6000828 (the “Existing Storage Parcel”) shall be developed in substantial conformance with that certain plan entitled “Site Plan For Key Storage, Phase 2, #20 Potter Lane”, dated February 7, 2006 (the "Original Conceptual Site Plan"), a copy of which is on file with the Planning and Zoning Division of the Community Development Department and has been exhibited to the Planning Commission and the Hampton City Council for illustrative purposes and to provide justification for this re-zoning action. Necessary changes in the Original

Conceptual Site Plan may be made to accommodate environmental, engineering, architectural, topographic or other development conditions, or site plan approval requirements as required by law and subject to the approval of the Director of Community Development. A copy of the final approved site plan shall be placed in the file with the Planning and Zoning Division of the Department of Community Development and shall supersede any previously filed conceptual site plan.

(3) The Outdoor Storage Parcels shall be combined into a single parcel, subject to approval by the City of Hampton and recordation of a boundary line vacation plat that is consistent with the property boundaries shown and described on the New Conceptual Site Plan.

(4) All site lighting must be shielded and directed inward and away from adjoining residential properties and Joint Base Langley Eustis. Any lighting that may be dangerous, distracting, or misleading to pilots or people operating aircraft from, to, or around Joint Base Langley Eustis is prohibited.

(5) The architectural style and quality of materials of any new buildings (or modifications to existing buildings) on the Existing Storage Parcel shall be substantially compliant with that used for the buildings existing on the Existing Storage Parcel as of the date of this Agreement.

(6) Existing vegetation located within that portion of the Outdoor Storage Parcels shown and described on the New Conceptual Site Plan as “Buffer 100’ MIN.” shall be preserved in order to establish a natural vegetated buffer between the proposed outdoor storage use and the adjacent residential properties. All new plant material: deciduous, evergreen, and understory trees, and deciduous and

evergreen shrubs, shall be native plants as listed in the “Native Plant Material for Southeast Virginia” Guide.

(7) Use of the Outdoor Storage Parcels shall be limited to the storage of motorhomes and towed recreational equipment as defined by the Zoning Ordinance, with the exception of vehicle storage, which would be permitted with an approved use permit.

- B) It is understood that all phases of the proposed project shall comply with all ordinances of the City of Hampton.
- C) 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.
- D) 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.
- E) 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:

Langley Storage Associates, LLC, a Virginia limited liability company

By: _____

COMMONWEALTH OF VIRGINIA
CITY OF _____

I, _____, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that _____, whose name is signed to the foregoing instrument as (Grantor) of Langley Storage Associates, LLC, a Virginia limited liability company, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this ____ day of _____, 20__ on behalf of said company. He/she is personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____
Registration No. _____

Exhibit A
Legal Description