

Prepared by:  
STM Properties, Inc.  
2000 English Cedar Circle  
Virginia Beach, VA 23451  
After recording return to:  
Office of the City Attorney  
22 Lincoln Street  
Hampton, Va. 23669

LRSN: 1006398

### PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this 29<sup>th</sup> day of March 2021, by and between STM Properties, 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. STM Properties, Inc. is the owner of a certain parcel of property located in the City of Hampton, herein known as LRSN Number(s) 1006398, 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 General Commercial District (C-3) to Single Family Residential District (R-4).
- 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. Use shall be limited to one single family home, together with all accessory uses.
- B. If constructed, an attached garage will 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.
- C. Design will be compliant with the "Hampton Pattern Book for Colonial Model", dated April 1<sup>st</sup> 2011.
  - i. The Property shall be developed in substantial conformance with the conceptual site plan entitled "Site Plan for Part of Block 26 (DB 78, PG 179) (DB 150, PG 395) (Inst. No. 060016414) & Portion of East Avenue (Closed) (DB 173, PG 20)", last revised January 26, 2021 and prepared by MSA, P.C. (the "Concept Plan"), a copy of which is on file with the Community Development Department and has been exhibited to the Hampton City Council for illustrative purposes and to provide justification for this rezoning action. Changes in the Concept Plan may be made to accommodate environmental, engineering, architectural, topographic or other development conditions, or site/subdivision plan approval requirements as required by applicable law and/or regulations and subject to approval of the Director of Community Development or his designee, provided the changes comply with the Hampton Pattern Book for Colonial Model dated April 1, 2011 prepared by Urban Design Associates. A copy of the final approved Concept Plan shall be placed in the file with the

Planning Division of the Department of Community Development and shall supersede any previous Concept Plan.

- ii. The Property shall be developed in substantial conformance with the elevations entitled “The Maplewood with Morning Room”, last revised April 30<sup>th</sup> 2021, and prepared by Aatlantia Design Group, Inc. (the “Elevations”), a copy of which is on file with the Community Development Department and has been exhibited to the Hampton City Council for illustrative purposes and to provide justification for this rezoning action. Changes in the Elevations may be made to accommodate environmental, engineering, architectural, topographic or other development conditions, or site/subdivision plan approval requirements as required by applicable law and/or regulations and subject to approval of the Director of Community Development or his designee, provided the changes comply with the Hampton Pattern Book for Colonial Model dated April 1, 2011 prepared by Urban Design Associates. A copy of the final approved Elevations shall be placed in the file with the Planning Division of the Department of Community Development and shall supersede any previous Elevations.
- 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:

[Signature]

By:

STATE OF VIRGINIA  
City of Hampton, to-wit:

I, Ryan Corbelli, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Scott Mendehall, whose name is signed to the foregoing instrument as (title) President/owner of STM Properties, Inc., a Virginia (type of entity) Corporation, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 8th day of July, 2021 on behalf of said Corporation. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

My commission expires: 6/30/21  
Registration No. 7570930



**Exhibit A**  
**Legal Description**

ALL THAT certain lot, piece or parcel of land situate, lying and being in Wythe Borough, City of Hampton, Virginia, (formerly Wythe Magisterial District, Elizabeth City County, Virginia), being part of Block Numbered TWENTY-SIX (26), as shown on a "Plat of Hampton Roads," made by J. B. Sinclair, Civil Engineer, and duly of record in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, with a deed from the Armstrong Land & Improvement Company to F. C. Mitchell, et als, in Deed Book 78, page 179, et seq., and being more particularly described as follows:

Beginning at a point on the easterly side of Brightwood Avenue (shown as proposed street on a certain plat made by J. B. Sinclair, Jr., C.E., and attached to a certain deed from D. E. Gannaway to the County of Elizabeth City, which deed is recorded in said Clerk's Office in Deed Book 150, page 395), distant in a northerly direction One Hundred Fifty (150) feet northerly from the intersection of the easterly property line of Brightwood Avenue with a northerly property line of Kecoughtan Road, and from the point of beginning thus established running thence northerly along the easterly side of Brightwood Avenue a distance of Fifty (50) feet to a point; running thence in an easterly direction along a line parallel with Kecoughtan Road a distance of One Hundred Fifty (150) feet to the westerly side of East Avenue; running thence in a southerly direction parallel with Brightwood Avenue and along the westerly side of East Avenue a distance of One Hundred Fifty (150) feet to the point or place of beginning.

Also, all right, title, interest and estate into that portion of East Avenue which adjoins the above described property and which said portion of East Avenue hereby conveyed is bounded on the North by the prolongation of the northerly side of the above described property in an easterly direction to the center of East Avenue, on the East by the center of East Avenue, on the South by the prolongation of the southerly side of the above described property in an easterly direction to the center of East Avenue and on the West by the above described property. Being a portion of that part of East Avenue which was closed and abandoned by the Board of Supervisors of the County of Elizabeth City, Virginia, by their order dated the 12<sup>th</sup> day of April, 1950, and recorded in the Clerk's Office of the Circuit Court of the County of Elizabeth City, Virginia, (now the City of Hampton, Virginia) on the 24<sup>th</sup> day of April, 1950, in Deed Book 173, page 20.

Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

It being part of the same property conveyed to Larry W. Robinson and Barbara L. Robinson, husband and wife, by deed dated June 22, 2006, from White Oak Lodge, Inc., a Virginia corporation, and duly recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, as Instrument No. 060016414. INSTRUMENT 210001075