

Prepared by:
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11815 Fountain Way, Suite 400
Newport News, VA 23606

After recording return to:
Office of the City Attorney
22 Lincoln Street
Hampton, Va. 23669
(jek)

LRSN: 1007646

PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this ____ day of _____, 2025, by and between **HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“HRHA”) (index as Grantor); and **THE CITY OF HAMPTON**, a municipal corporation of the Commonwealth of Virginia (the “Grantee” or the “City”), with an address of 22 Lincoln Street, Hampton City Hall, Hampton, Va. 23669.

RECITALS

- A. Grantor is the owner of a certain parcel of property located in the City of Hampton, herein known as 1644 Briarfield Road, LRSN: 1007646, 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 Townhouse Multifamily Residential (MD-1) District with proffered conditions to Townhouse Multifamily Residential (MD-1) District with proffered conditions.
- C. Grantor wishes to amend the previously approved conditions to permit a broader range of community uses on the Property.
- D. Grantor has requested approval of this Agreement.
- E. 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.

- F. Grantor desires to offer the City certain conditions for the enhancement of the community and to provide for the highest quality and orderly development of the Property.
- G. 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 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

- 1) Use of the Property shall be limited to a group home 1, group home 2, juvenile residence, or shelter, as those terms are defined in the Zoning Ordinance for the City of Hampton.
- 2) No signage shall be permitted on the Property, except for the displaying of the property address.
- 3) The architectural style and quality of materials of any new buildings (or modifications to existing buildings) on the Property shall be substantially compatible with the architectural style and materials of the buildings existing on the Property as of the date of this Agreement.
- 4) Fencing on the Property shall be no taller than eight feet (8') in height.
- 5) Fencing materials shall be PVC, wood, composite wood, decorative aluminum pickets, or other fencing materials complementary to the residential character of the building architecture as approved by the Director of Community Development or their designee. Chain link fencing shall not be permitted.
- 6) All new and replacement lighting, including site and building lighting, shall comply with the City of Hampton Lighting Policy. Such lighting shall be downward and inward facing to minimize glare and spillover to adjacent properties.
- 7) It is understood that all phases of the proposed project shall comply with all ordinances of the Grantee.
- 8) 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.

- 9) 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.
- 10) 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

[Signatures located on the following pages]

[Signature Page to Proffer Agreement]

WITNESS the following signatures:

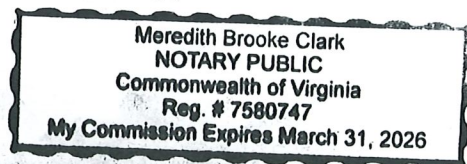
GRANTOR:

HAMPTON REDEVELOPMENT AND
HOUSING AUTHORITY

Am Ma'at
Executive Director

STATE OF Virginia
COUNTY/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 Am Ma'at, whose name is assigned to the foregoing instrument, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 29th day of January, 2025 on behalf of said Organization. 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

Parcel A:

All that certain lot, piece or parcel of land, lying and situate in the City of Hampton, Virginia, containing 34,632 square feet, more or less, and being shown hatched and designated as "Parcel 'A'" on that certain plat entitled, "Plat Showing Property To Be Acquired From: City of Hampton School Board, Briarfield Road, City of Hampton, VA.", dated May 15, 1979 and signed by City Engineer – J. L. Womack, Jr, P.E; and recorded in the Clerk's Office of the City of Hampton in Deed Book 546 at page 596, reference to which said plat is here made.

Parcel B:

An easement for ingress and egress over that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 14,498 square feet, more or less, and being shown and designated as "Parcel 'B'" on the abovementioned plat.

Parcel D2:

An easement for ingress and egress over that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 510 square feet, more or less, and being designated as "Parcel 'D2'" on that certain plat entitled, "Plat Showing Property to Be Acquired From: City of Hampton School Board Briarfield Road", dated May 15, 1979, and signed by City Engineer – J. L. Womack, Jr., P. E.: and recorded in the Clerk's Office of the City of Hampton in Deed Book 552 at page 139, reference to which said plat is here made.

It being all the same property conveyed by deed dated August 9, 2000 from The City of Hampton, Virginia, a Municipal corporation, to Hampton Development and Housing Authority, a political subdivision of the Commonwealth of Virginia, recorded August 23, 2000 in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia as Instrument No. 000013055.