

Prepared by:
Hampton Yacht Club, Inc.

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

LRSN: 13004507, and 13004508

PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this 21st day of November 2022, by and between **Hampton Yacht Club, 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. **Hampton Yacht Club, Inc.** is the owner of a certain parcel of property located in the City of Hampton, herein known as LRSN Number(s) 13004507 and 13004508, 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 R-13 to DT-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

Grantor Conditions

1. The only permitted use of the property shall be as a private club with an approved use permit or a marina with an approved use permit, including all customarily associated accessory uses.
2. Site development shall be limited to parking and a plaza. The parking shall not extend any further East (toward the Hampton River) than currently exists as shown on Exhibit A, the attached survey titled AS BUILT SURVEY EXHIBIT, dated 2/11/2019, and prepared by LANDTECH RESOURCES, INC. The property may be further improved to formalize the entrance at Bridge Street and provide additional green area, landscaping and signage commensurate with the use.
3. In order to preserve the view of the Hampton River from Bridge Street, if installed, a fence shall be decorative aluminum or wrought iron style and shall be less than 50% opaque.
4. No buildings shall be erected on this site. Any new lighting shall be limited to pedestrian scale light fixtures, not exceeding 15' in height from ground level to the top of the fixture. The lights shall be full cutoff fixtures and installed and maintained to be downward and inward focused to prevent spillover onto neighboring properties.

- A) It is understood that all phases of the proposed project shall comply with all ordinances of the City of Hampton.
- B) 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.
- C) 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.
- D) 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: Thomas Morehouse III
Hampton Yacht Club, Inc.

By: Thomas Morehouse, III, Commodore

STATE OF VIRGINIA
City of Hampton, to-wit:

I, Steven D. Hussell, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Thomas Morehouse, III, whose name is signed to the foregoing instrument as (title) Commodore of Hampton Yacht Club, a Virginia (type of entity) Corporation, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 21st day of November, 2022 on behalf of said Corporation. He/she is personally known to me or has produced _____ as identification.

Steven D. Hussell
Notary Public

My commission expires: 2-28-2025
Registration No. 202934



WITNESS the following signatures:

Grantor:

Mary Bunting
By: Mary Bunting, City Manager

City of Hampton

STATE OF VIRGINIA
City of Hampton, to-wit:

I, JENNIFER CHRISTINE GREEN, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that MARY B. BUNTING, whose name is signed to the foregoing instrument as (title) CITY MANAGER of THE CITY OF HAMPTON, a Virginia (type of entity) POLITICAL SUBDIVISION, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 9th day of JANUARY, 2023 on behalf of said CITY. He/she is personally known to me or has produced _____ as identification.

Jennifer Christine Green
Notary Public

My commission expires: 9/30/2023
Registration No. 7661192



Exhibit A
Legal Description

All those lots, pieces, or parcels of land lying and being in the City of Hampton, Virginia described and bounded as follows:

On the North by the property of Hampton Yacht Club., Inc., on the East by Hampton River, on the South by the property of Hampton Yacht Club., Inc., and on the West by Victoria Boulevard, being the same property created by the vacation of a portion of Victoria Boulevard, recorded in Deed Book 377, Page 740 on April 27, 1966

