

Prepared by:
Armia Real Estate LLC

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

LRSN: 8005028

PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this ____ day of _____, 20__, by and between ARMIA REAL ESTATE, LLC (the “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. The Grantor is the owner of a certain parcel of property located in the City of Hampton, herein known as LRSN Number(s) 8005028, and more fully described on “Exhibit A” (the “Property”).
- B. The Property was formerly comprised of two parcels known as LRSN Numbers 8005028 and 8005027, which were combined via a property line vacation plat signed July 9, 2024 and recorded in the Clerk’s Office of the Circuit Court of the City of Hampton.
- C. 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 Multiple Residential (R-M)

District and Neighborhood Commercial (C-1) District to Neighborhood Commercial (C-1) District.

- 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) The following principal uses and their accessory uses and structures shall be prohibited on the Property:

- a. Bank, with drive-through;
- b. Boat sales;
- c. Car wash, hand/auto detailing;
- d. Gas station;
- e. Vehicle repair, light;

2) There shall be landscaping installed and maintained on the Property that consists of a mixture of evergreen and deciduous trees, shrubs, and groundcover consistent with the City of Hampton Landscape Guidelines. Prior to approval of any certificate of occupancy to establish a new use on the Property, a landscape plan complying with the following criteria shall be submitted for review and approval by the Director of Community Development or their designee. In the event that the criteria listed in this Condition 3 conflict with the Hampton Landscape Guidelines, the criteria of Condition 3 shall control:

- a. One (1) new tree exhibiting both a minimum trunk diameter of one and one-half (1 ½) inches measured six (6) inches above ground level and a minimum height of eight (8)

feet shall be required for each 400 square feet of the required green area; provided, however, that the species listed in Appendix B of the Hampton Landscape Guidelines shall not be planted;

- b. A minimum of seventy-five (75) percent of the required landscaping shall be distributed within the yard areas adjacent to the existing or proposed public rights-of-way; no such area shall contain less than thirty (30) percent of the requirement;
 - c. Low evergreen shrubs shall be planted to fully screen the entire length of the parking lot along any public right-of-way with a minimum plant height of 24 inches at installation. Alternative means to screen parking areas may be implemented upon approval by the Director of Community Development or their designee;
 - d. All dumpsters and compaction devices shall be screened on three (3) sides by a vegetated screening treatment of trees and/or shrubs, an opaque wooden or masonry enclosure, or a combination of both. Whenever possible, dumpsters and compaction devices shall not be located within front yards or side yards fronting upon public streets; and
 - e. Trees and shrubs shall be native species to the Hampton Roads region, as found within the "Native Plants for Southeast Virginia including Hampton Roads Region" guidebook, on file with the Planning and Zoning Division, except that up to 25% of the plant materials may include crepe myrtles, palms, and other southern planting elements even if not native to the Hampton Roads Region.
- 3) It is understood that all phases of the proposed project shall comply with all ordinances of the Grantee.
- 4) 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.

- 6) 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.
- 7) 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.

[Remainder of Page Intentionally Left Blank - Signatures on Following Page]

WITNESS the following signatures:

Grantor:

Armia Real Estate LLC
By: [Signature]

STATE OF VIRGINIA

City of Hampton, to-wit:
county of York

I, Brandon Scott Herring, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Armia Eskarous, whose name is signed to the foregoing instrument as (title) owner of Armia Real Estate LLC, a Virginia (type of entity) LLC, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 26 day of July, 2024 on behalf of said LLC. He/she ☐ is personally known to me or ☒ has produced Virginia Driver's License as identification.

[Signature]
Notary Public

My commission expires: 06/30/2027
Registration No. 7626776



Exhibit A
Legal Description

ALL THOSE certain lots or parcels of land located in the City of Hampton, Virginia, on North King Street, formerly Langley Field Road, know and designated as Lot 15A, as shown on that certain plat entitled, ‘PROPERTY LINE VACATION ON THE PROPERTY OF ARMIA REAL ESTATE, LLC” made by A.D. Potts & Associates, Inc Land Surveyor, and duly recorded on July 9, 2024 as Instrument Number 240007750, in the Clerk’s Office of the Circuit Court of Hampton, Virginia