

Prepared by:

OBT Virginia Investors LLC

1224 Executive BLVD Ste 102, Chesapeake, VA 23320

After recording return to:

Office of the City Attorney

22 Lincoln Street

Hampton, Va. 23669

(jek)

LRSN: 2000422

PROFFER AGREEMENT

THIS PROFFER AGREEMENT ("Agreement") made this _____ day of _____, 2025, by and between OBT Virginia Investors 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. OBT Virginia Investors LLC, herein known as OBT, is the owner of a certain parcel of property located in the City of Hampton, commonly known as 1263 West Queen Street, Hampton, Virginia 23669, herein known as LRSN Number(s) 2000422, and more fully described on "Exhibit A".
- 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 Light Manufacturing (M-2) District, in part, and One Family Residential (R-11) District, in part, to exclusively One Family Residential (R-11) District.
- 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 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 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 quidpro 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 Property shall be developed exclusively for 1-family detached dwelling use, as that use is defined in the Zoning Ordinance of the City of Hampton, together with such accessory uses as are permitted in the R-11 zoning district.
 - a. The following uses are also permitted in conjunction with the 1-family detached dwelling use:
 - i. Short-term rental
 - ii. Homestay rental
2. Subdivision
 - a. The Property shall be subdivided in accordance with Chapter 35 of the Hampton City Code, subject to approval by the City of Hampton and recordation of a final subdivision plat, such that each 1-family detached dwelling is constructed on one (1) fee-simple lot.
3. The Property shall be developed in substantial conformance with the conceptual development plan prepared by Anthony D. Potts of A.D. Potts & Associates, Inc., entitled "'LIELS LAND' SUBDIVISION", and dated January 16, 2025 (hereinafter referred to as the "Development Plan"), a copy of which is on file with the Community Development Department and has been exhibited to the Hampton Planning Commission and Hampton City Council for illustrative

purposes and to provide justification for this rezoning action. Minor changes in the Development 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 for consistency with the terms of this proffer. A copy of the final approved Development Plan shall be placed in the file with the Planning Division of the Department of Community Development and shall supersede any previous Development Plan.

4. Building Design

- a. The residential structures shall be constructed in substantial conformance with the elevations entitled “Single Family Residence at Charleston 4234 GL Model”, dated 3/31/2025, and prepared by Brian Meekins & Associates (the “Elevations”), copies of which are on file with the Community Development Department, which Elevations have been exhibited to the Hampton Planning Commission and Hampton City Council for illustrative purposes and to provide justification for this rezoning action. Minor 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 for consistency with the terms of this proffer. A copy of the final approved Elevations shall be placed on file with the Planning Division of the Department of Community Development and shall supersede any previous Elevations.

5. Architectural Quality and Building Materials

- a. All structural components shall be engineered and rated for minimum wind resistance of 115 miles per hour.
- b. Foundations shall be clad with full brick or stone veneer on all four (4) sides of the dwelling.
- c. Roofing materials shall be 30-year architectural grade shingles.
- d. Exterior materials shall consist of vinyl siding (5-inch clapboard; 0.46” thickness minimum) with brick or stone veneer accent features.
- e. Each dwelling shall incorporate a covered front porch with Tapered Sq. Columns (8-inch width minimum).
- f. A complete gutter and downspout system shall be installed for proper stormwater management.

6. Mechanical and Electrical Systems

- a. Each dwelling shall be prewired to accommodate:
 - i. Electric vehicle charging station installation, and
 - ii. Emergency generator connection
- b. HVAC and other mechanical systems shall meet current energy efficiency standards.

7. Landscaping and Environmental Practices

- a. As part of the subdivision review process, a landscape plan shall be submitted to the Community Development Department for review that, at a minimum, addresses the following:
 - i. A minimum of four (4) canopy trees shall be provided per each lot. Existing trees, minimum 6" dbh, saved and protected during the construction process, may be counted towards the tree requirement.
 - ii. Trees native to Southeast Virginia shall be planted on each lot. Species selection shall be subject to approval by the Community Development Director or their designee.
 - iii. All landscaping shall comply with R-11 zoning district requirements and the City of Hampton Landscape Ordinance.

8. Infrastructure Improvements

- a. Development shall utilize existing infrastructure where feasible. Any required upgrades or modifications shall be coordinated with and approved by the appropriate City departments.

9. It is understood that all phases of the proposed project shall comply with all ordinances of the Grantee.

10. 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.

11. 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.

12. 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:

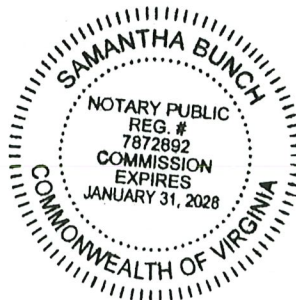
Grantor:
OBT Virginia Investors LLC

By: 
MOTI HALFON, OWNER

STATE OF VIRGINIA
City of Hampton, to-wit:

I, Samantha Bunch, the undersigned, a Notary Public in and for the City and State aforesaid,
do hereby certify that Moti Halfon, whose name is signed to the foregoing instrument as
(title) Owner of OBT Virginia Investors, LLC Virginia (type of entity) LLC,
has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 1st day
of April, 2025 on behalf of said Company. He/she ☐ is personally known to
me or ☐ has produced license as identification.

Samantha Bunch
Notary Public



My commission expires: 01/31/2028

Registration No. 7872892

Exhibit A
Legal Description

ALL THAT certain lot, piece or parcel of land, containing one acres, situate, lying and being in the City of Hampton (formerly in Wythe District, County of Elizabeth City), State of Virginia, and which is described as follows: Beginning at a point on New Market Road, that is marked by a pipe on the dividing line of the land of Robinson and the LeMac Nurseries, running thence in a southerly direction along said dividing line a distance of four hundred and thirty-five and six tenths (435.6) feet to a point marked by a pipe. Thence in an easterly course parallel to the New Market Road, a distance of one hundred (100) feet to a point marked by a pipe. Thence in a northerly course a distance of four hundred and thirty-five and six tenths (435.6) feet to a point on the New Market Road a distance of one hundred (100) feet to the point of beginning, being a lot of land fronting on the New Market Road its northern boundary, bounded on the west by the land of the LeMac Nurseries, on the south and east by the land of Robinson.

LESS AND EXCEPT that portion conveyed unto the City of Hampton by Certificate recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 263, page 175 and corrected in Deed Book 266, page 531.