

COUNTY OF ALBEMARLE
Department of Community Development
401 McIntire Road, Room 227
Charlottesville, Virginia 22902-4596

Phone (434) 296-5823

Fax (434) 972-4126

July 27, 2005

Michael Matthews
Matthews Development Company LLC
One Boar's Head Pointe
Charlottesville, VA 22903

**RE: ZMA 04-05 - Planned District-Monticello Historic District (PD-MHD) –
Tax Map 78, Parcels 22 (Monticello), 23, 25, 28A, 28B, 29; and
Tax Map 79, Parcel 7A**

AND

ZTA-04-03 – Planned District – Monticello Historic District (PD-MHD)

Dear Mr. Matthews:

The Board of Supervisors approved your above-noted rezoning and zoning text amendment applications on June 8, 2005. Your rezoning from the Rural Areas (RA) to the Monticello Historic District (MHD) was approved in accordance with the attached proffers dated May 10, 2005. These proffers relate to the application plan dated June 1, 2005. Please refer to these documents for any future applications and requests on this property.

Please be advised that although the Albemarle County Board of Supervisors took action on the projects noted above, no new uses on the property as approved above may lawfully begin, or existing uses expanded, until all applicable approvals have been received and conditions have been met. This includes:

- **compliance with applicable PROFFERS;**
- **approval of and compliance with a SITE PLAN; and**
- **approval of a ZONING COMPLIANCE CLEARANCE.**

If you have questions or comments regarding the above-noted action, please do not hesitate to contact Keith Lancaster at 296-5832.

Sincerely,

David B. Benish
Chief of Planning

Cc: Thomas Jefferson Memorial Foundation
P O Box 316
Charlottesville, VA 22902

Amelia McCulley
Tex Weaver
Chuck Proctor
Steve Allshouse
Keith Lancaster
Sarah Baldwin
Bruce Woodzell (Real Estate)

THOMAS JEFFERSON FOUNDATION, INC.
MONTICELLO HISTORIC DISTRICT

ZMA 04-05

PROFFER STATEMENT

The following parcels are subject to rezoning application ZMA 04-05 and thus to this proffer statement: tax map parcels 78-22, 78-23, 78-25, 78-28A, 78-28B, 78-29, and 79-7A (the "Property"). The Applicant and Owner of the Property is the Thomas Jefferson Foundation, Inc. (the "Foundation" or the "Owner").

The Owner hereby voluntarily proffers that if the Albemarle County Board of Supervisors acts to rezone the Property to Monticello Historic District as requested, the Owner shall develop the Property in accord with the following proffers pursuant to Section 15.2-2298 of the Code of Virginia, 1950, as amended, and pursuant to Section 33.3 of the Albemarle County Zoning Ordinance. These conditions are voluntarily proffered as part of the requested rezoning, and the Owner acknowledges that (1) the rezoning itself gives rise to the need for the conditions; and (2) such conditions have a reasonable relation to the rezoning requested. If rezoning application ZMA 04-05 is denied these proffers shall immediately be null and void and of no further force and effect.

This Proffer Statement shall relate to the application plan shown on sheets AP-1 through AP-4, each dated June 1, 2005, of the plans entitled "Monticello, Thomas Jefferson Foundation, Inc., Albemarle County, Virginia, Zoning Map Amendment Application Plan, ZMA 04-05, June 1, 2005," which sheets are attached hereto as Exhibit A (the "Application Plan") and also to the terms of Section 8.5.5.3 of the Albemarle County Zoning Ordinance as in effect on the date of this Proffer Statement, a copy of which Section 8.5.5.3 is attached hereto as Exhibit B.

1. The Owner will convey easements on certain portions of the Property and on tax map parcel 78-31A for incorporation of such easement areas into the Rivanna River Greenway Trail Park, on the terms and conditions contained herein:
 - a. The Foundation shall convey easements to the County encumbering the portions of tax map parcels 78-28B and 79-7A (collectively, the "Shadwell Quarter Farm") and 78-31A (the "Lego Quarter Farm") that are contiguous to the Rivanna River and consist of the real property defined in the Federal Emergency Management Agency national flood insurance maps as land within the 100-year flood plain on the north side of the Rivanna River (individually, the "Shadwell Easement Area," and the "Lego Easement Area," and collectively, the "Easement Areas") for the extension of the County's Greenway Trail Park within the Easement Areas.

b. The easement on the Shadwell Quarter Farm shall be conveyed after an easement or land dedication is conveyed to the County for the County's Greenway Trail Park by the owners of tax map parcel 78-33D for the extension of the greenway trail through that parcel, upon the request of the County and as soon thereafter as the Foundation can reasonably cause an easement plat to be prepared, prepare the deed of easement in a form reasonably agreeable to the Foundation and the County, and complete any other administrative matters associated with such easement.

c. The easement on the Lego Quarter Farm shall be conveyed within six months after request by the County, or as soon thereafter as the Foundation can reasonably cause an easement plat to be prepared, prepare the deed of easement in a form reasonably agreeable to the Foundation and the County, and complete any other administrative matters associated with such easement.

d. The easements shall be subject to the terms of existing encumbrances and easements of record, including, but not limited to, the Deed of Easement conveyed to the Virginia Department of Historic Resources ("DHR") of record in the Clerk's Office of the Albemarle County Circuit Court in Deed Book 1970, page 412, and the Deed of Easement conveyed to the Virginia Outdoors Foundation ("VOF") of record in the aforesaid Clerk's Office in Deed Book 2894, page 76, each as applicable.

e. The easement on the Shadwell Quarter Farm shall be previously approved in writing by DHR and/or VOF, as applicable, with regard to any portion of the Shadwell Easement Area which is subject to the Deed of Easement from the Foundation to DHR or the Deed of Easement from the Foundation to VOF.

f. The Foundation may expressly reserve the following: (i) a right of access for ingress and egress to and from the Easement Areas from other parcels the Foundation owns for the benefit of the Foundation; (ii) an easement for drainage from any of the Foundation's stormwater control facilities through the Easement Areas; (iii) for riparian rights in the Rivanna River for the benefit of the Foundation; (iv) the right to physically restrict access by the public to other portions of the Shadwell Quarter Farm and the Lego Quarter Farm, or any other parcels the Foundation owns, as may be necessary or appropriate in the Foundation's discretion to protect any historical artifacts or features on such parcels; and (v) for crossings of the greenway trail and use of the Easement Areas outside of the greenway trail for other purposes reasonably stipulated by the Foundation, including but not limited to interpretation of historically significant areas that may be present within the Easement Areas.

g. The Foundation may expressly reserve in the Shadwell Quarter Farm deed of easement a right of access for the benefit of the County through the

Shadwell Quarter Farm in an area reasonably agreeable to the Foundation, for access to and from the Shadwell Easement Area for greenway trail maintenance and for emergency purposes, provided that no activities inconsistent with the Deed of Easement from the Foundation to DHR or the Deed of Easement from the Foundation to VOF shall be carried out within the Shadwell Easement Area.

h. The Foundation shall not be responsible for the construction, operation, maintenance, expense or policing of the Easement Areas as portions of the County's Greenway Trail Park.

i. Upon the approval of ZTA 2004-03 and ZMA 2004-05, employees, agents and independent contractors of the County shall have reasonable access to the Easement Areas for purposes of planning the greenway trail, provided that no earth shall be disturbed, nor any vegetation cleared within the Easement Areas without the prior consent of the Foundation, and provided further that no activities inconsistent with the Deed of Easement from the Foundation to DHR or the Deed of Easement from the Foundation to VOF shall be carried out within the Shadwell Easement Area.

j. The County shall notify the Foundation at least six (6) months prior to disturbing any land within the Easement Areas. Upon such notice, the Foundation will either cause a Phase I archeological study to be conducted at its expense within the Easement Area proposed for disturbance if the Foundation deems such a study necessary, or it will authorize the County to move forward with such planned land disturbance.

k. The trail surface shall be not more than 10 feet wide within a clear zone (12 feet wide and 8 feet high), shall be unpaved and shall utilize only natural materials. The trail will be a "Class B" trail pursuant to County standards.

l. The precise location of the trail within the Easement Areas will be mutually agreed upon by the Foundation and the County.

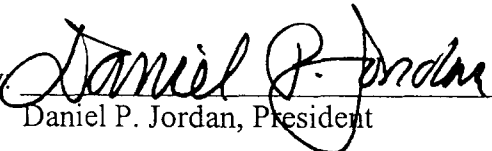
m. Any construction, grading or other disturbance by the County within the Shadwell Easement Area must be approved in advance in writing by DHR with regard to any portion of the Shadwell Easement Area which is subject to the Deed of Easement from the Foundation to DHR, or VOF with regard to any portion of the Shadwell Easement Area which is subject to the Deed of Easement from the Foundation to VOF.

n. The Foundation will be responsible for the administrative costs of drafting the deeds of easement, the easement plats, any surveys of the Easement Areas, and recordation costs.

- o. If the County has not commenced construction of the greenway trail within the Lego Quarter Farm within 20 years of the Foundation's conveyance of the easement thereon, and completed such trail within 22 years of the conveyance, upon request by the Foundation, the County shall release all of its interest in the easement, at no expense to the Foundation, unless the Foundation and the County shall agree to another permissible use by the County for the Easement Area.
- p. If the County has not commenced construction of the greenway trail within the Shadwell Quarter Farm within 20 years of the Foundation's conveyance of the easement thereon, and completed such trail within 22 years of such conveyance, upon request by the Foundation, the County shall release all of its interest in the easement, at no expense to the Foundation, unless the Foundation and the County shall agree to another permissible use by the County for the Easement Area.
- q. If the County terminates the greenway trail program, upon request by the Foundation, the County shall release all of its interest in the easements, at no expense to the Foundation, unless the Foundation and the County shall agree to another permissible use by the County for the Easement Areas.
- r. When negotiating the deeds of easement pursuant to this paragraph 1 of this proffer statement, the County and the Owner may mutually agree to modify the terms and conditions hereof.
2. Prior to the approval of a final site plan for the proposed Monticello Visitors Center as shown on the Application Plan, the Owner shall make improvements to the existing Monticello exit onto Route 53 as necessary to provide for the turning movement of a "BUS-45" vehicle onto Route 53 without crossing the opposing lane of traffic, to the reasonable satisfaction of the Albemarle County Engineer and the Virginia Department of Transportation.

WITNESS the following signature:

THOMAS JEFFERSON FOUNDATION, INC.

By: 
Daniel P. Jordan, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle to wit:

The foregoing instrument was acknowledged before me this 10th day of
May, 2005 by Daniel P. Jordan, as President of the Thomas Jefferson
Foundation, Inc.

My Commission expires: Sept. 30, 2007


Notary Public