

## Brookhill

### PROFFER STATEMENT

Date: June 27, 2016 [Draft]

ZMA No. 2015-007 Brookhill

Tax Map and Parcel Number(s): **04600-00-00-018A0, 04600-00-00-01800 and 04600-00-00-01900**

**Tax Map and Parcel Number(s) High School Site: 04600-00-00-018B0 and 04600-00-00-018D0**

Owner(s) of Record: **CHARLES R. HAUGH & ELIZABETH ANN OGLESBY HAUGH; CHARLES R. HAUGH, & E. J. OGLESBY, JR., TRUSTEES; CROCKETT CORPORATION, a VIRGINIA CORPORATION; HORNE LAND CORPORATION, a VIRGINIA CORPORATION AND CRAFTON CORPORATION, a VIRGINIA CORPORATION**

Date of Proffer Signature: \_\_\_\_\_, 2016

Approximately **277.5** acres to be rezoned from **R-1 Residential** to **NMD (Neighborhood Model District)**

**CHARLES R. HAUGH & ELIZABETH ANN OGLESBY HAUGH** are the owners of Tax Map Parcel **04600-00-00-018A0**; **CHARLES R. HAUGH & E. J. OGLESBY, JR. TRUSTEES** are the owners of Tax Map Parcel **04600-00-00-01800**; and **CROCKETT CORPORATION** is the owner of Tax Map Parcel **04600-00-00-01900**; all of the owners of such parcels are referred to herein, collectively as the "Owner" and the parcels are referred to herein as the "Property". **HORNE LAND CORPORATION** is the owner of Tax Map Parcel **04600-00-00-018B0** and **CRAFTON CORPORATION** is the owner of Tax Map Parcel **04600-00-00-018D0**. The Property is the subject of the rezoning application identified by Albemarle County (the "County") as "ZMA 2015-007" for a project known as "Brookhill"(the "Project"), which includes the application plan prepared by Collins Engineering entitled, "Brookhill Neighborhood Model District (NMD) Application Plan," last revised June 27, 2016 (the "Application Plan"), a Code of Development entitled the "Brookhill Neighborhood Model Code of Development," last revised June 27, 2016 (the "Code of Development"). Capitalized terms, not otherwise defined in these Proffers shall have the same definitions as set forth in either the Code of Development or the Application Plan.

Pursuant to Section 33.3 of the Albemarle County Zoning Ordinance, the Owner hereby voluntarily proffers the conditions listed below which shall be applied to the Property if it is rezoned to the zoning district identified above. These conditions are proffered as a part of the proposed rezoning, and the Owner acknowledges that the conditions are reasonable.

**1. Transportation Improvements.**

- A. **Polo Grounds Road Improvements.** Pursuant to road plans approved by the Virginia Department of Transportation ("VDOT"), the Owner shall construct all intersection and turn lane improvements, including improvements to the horizontal alignment, vertical alignment and cross-section of Polo Grounds Road ("Polo Grounds Road Improvements"). The Polo Grounds Road Improvements shall be completed in two phases. Phase I, as depicted on the Figure A, Brookhill Traffic Phasing Plan ("Traffic Phasing Plan"), shall be completed prior to issuance of any certificate of occupancy ("CO") within the Project. Phase IV, as depicted on the Traffic Phasing Plan, shall be completed prior to issuance of any CO within Blocks 14-18 of the Project. The Polo Grounds Road Improvements shall be designed and constructed to applicable VDOT standards, including, without limitation, VDOT's Geometric Design. The Polo Grounds Road Improvements shall be deemed complete when they are constructed, inspected, and the VDOT road construction bond is released.

Pursuant to approval by VDOT, Polo Grounds Road Improvements shall include salamander tunnels, shown conceptually in Figure B, (“Salamander Crossing Exhibit”). Maintenance of the salamander tunnels shall be the responsibility of the Owner, and a maintenance agreement shall be established and approved by VDOT during the VDOT review of the road plans for the Polo Grounds Road Improvements.

- B. Route 29 Intersection Improvements. Pursuant to road plans approved by VDOT, the Owner shall construct all intersection and turn lane improvements along Route 29, conceptually depicted on the Application Plan (“Route 29 Intersection Improvements”). The Route 29 Intersection Improvements shall be completed prior to issuance of approval of any CO issued within the Project. The Route 29 Intersection Improvements shall be designed and constructed to applicable VDOT standards, including, without limitation, VDOT’s Geometric Design. The Route 29 Intersection Improvements shall be deemed complete when they are constructed, inspected, and the VDOT road construction bond is released.
- C. Ashwood Boulevard Connection. Pursuant to road plans approved by VDOT and a temporary construction easement and maintenance agreement approved by the County, the Owner shall construct the Ashwood Boulevard Connection, as conceptually depicted with improvements and landscaping shown on Exhibit C, Ashwood Boulevard Connection (“Ashwood Boulevard Connection”). The Ashwood Boulevard Connection, which includes a pedestrian connection, shall be bonded prior to road plan approval and completed prior to the issuance of the five hundredth (500th) CO issued for a single family detached dwelling unit within the Project. In any event, Owner shall have completed the Ashwood Boulevard Connection prior to the completion of the western extension of Ashwood Boulevard to Berkmar Drive Extension.

Until such time as the County determines to submit the Ashwood Boulevard Connection for public dedication, the Owner shall be responsible for all maintenance, repairs, bonding and insurance of the Ashwood Boulevard Connection. The Owner shall submit a temporary construction easement and maintenance agreement that is acceptable to the County prior to approval of road plans for Section 2 roadway improvements. The Owner’s improvements shall be dedicated, together with the County-owned right-of-way at such time as the County determines to submit the Ashwood Boulevard Connection for public dedication.

- D. Rio Mills Road Connection. Pursuant to road plans approved by VDOT, the Owner shall construct a two lane road connection from Rio Mills Road to the newly-constructed, Berkmar Drive Extension in the approximate location shown on Exhibit D, Rio Mills Roadway Connection (“Rio Mills Road Connection”). The Rio Mills Road Connection shall be completed prior to the later to occur of: i) completion and opening of the Berkmar Drive Extension and ii) issuance of approval of the two hundredth (200th) CO issued for a single family detached dwelling unit or the occupancy of twenty five thousand (25,000) square feet or more of non-residential space within Block 1 of the Project, which ever first occurs.

With the first final subdivision plat, or first final site plan for any of the Property, excluding the subdivision of Block 19, Owner shall dedicate sufficient land to permit the construction of the Rio Mills Road Connection as conceptually shown on the Application Plan. (The dedication plat for the Rio Mills Road Connection shall not be approved until all road and infrastructure plans are approved and constructed or bonded). Owner shall bear the costs associated with preparation of the Rio Mills Road Connection dedication plat for review and approval by Albemarle County (the “County”).

- E. Transit Stop. The Owner shall construct a Transit Stop within the general location shown as a proposed Transit Stop on the Application Plan (the "Transit Stop"). The Transit Stop shall be designed and constructed in coordination with, and approval by the County Director of Community Development and Regional Transit Authority (if in place) and shall incorporate a shelter, including a rest bench, pedestrian access, and signage consistent with other similar transit facilities. The Transit Stop shall be installed and completed concurrently with the installation of surrounding roads and sidewalks within Block 1. The Transit Stop and above referenced features shall be dedicated to public use, or the Owner shall grant an easement as necessary to allow for the public access and usage of such facilities.
- F. Public Transit Operating Expenses. Within sixty (60) days of transit services to the Property having commenced by JAUNT, CAT, or a regional transit authority, the Owner shall contribute Fifty Thousand Dollars (\$50,000) to the County to be used for operating expenses relating to transit service to the Property; and Owner shall contribute Fifty Thousand Dollars (\$50,000) to the County each year thereafter for a period of nine (9) additional years, such that the cash contributed to the County pursuant to this Proffer 1G, shall not exceed Five Hundred Thousand Dollars (\$500,000). The monetary contribution in years two (2) through ten (10) shall be paid by the anniversary date of the first contribution and each such contribution shall be conditioned upon transit service being provided to the Property during the twelve (12) month period prior to such contribution.
- G. Construction Traffic Management. The Owner shall establish Construction Entrances to the Property in locations as approved by the County and VDOT as part of the Erosion and Sediment Control Plan and Site Plan process. During the period in which all roads will be constructed within the Property (and until completion), construction traffic shall be required to use the Construction Entrances as designated in the approved Erosion and Sediment Control Plan. The Owner shall prohibit such construction traffic from entering the Project via Ashwood Boulevard and Montgomery Ridge Road.
- H. Road Improvements, Generally. The road improvements listed in paragraphs 1C and 1D (the "Road Improvements") above shall be constructed in accordance with road plans submitted by the Owner and approved by VDOT, and shall be dedicated to public use. All of the Road Improvements shall be designed and constructed to applicable VDOT standards, including, without limitation, VDOT's Geometric Design. Road Improvements shall be deemed complete when they are constructed, bonded and ready to be recommended by the Albemarle County Board of Supervisors for acceptance into the public system, and the County Engineer shall have determined that the roadway is safe and convenient for traffic (hereinafter, "completed").
2. Trails, Parks and Civic Spaces. The Owner shall provide the following improvements within the property:
- A. Trail Network. A primitive trail network (the "Trail Network"), consistent with the County's design standards for a Class B- type 1 primitive nature trail, shall be established within the Greenway as described within the Code of Development. The general location of the Trail Network is shown on the Application Plan; however exact trail locations shall be determined by the Owner based on site conditions and in coordination with the County. Installation of the Trail Network shall commence concurrently with the site work for the first Block developed within the Project and the entire trail network shall be completed prior to issuance of approval of the fiftieth (50th) CO for a single family dwelling within the Project.

Upon written request by the County, but not prior to the issuance of the fiftieth (50th) CO for a single family dwelling within the Project, the Owner shall dedicate to the County an easement for public use over the Greenway area, as shown on the Application Plan. Prior to the County's request to dedicate such easement, the Owner may dedicate portions of the Greenway by easement concurrently with one or more subdivision plats for areas lying adjacent to the Greenway; provided however, that Owner may

reserve in such easements, rights of access for grading, utilities and maintenance. Each subdivision plat shall depict the Greenway area to be dedicated and shall bear a notation that the Greenway area is dedicated for public use. If, at the time the County requests dedication of the Greenway, any part of the Greenway that has not been dedicated by subdivision plat, shall be (within six (6) months of such request) at Owner's cost, surveyed, platted and recorded with one or more deeds of easement dedication.

Pursuant to signage plan approval by the Rivanna Water and Sewer Authority (the "RWSA"), the Owner shall install signage along the Trail Network within the Dam Break Inundation Zone designating evacuation routes. Signage shall be installed as the Trail Network is established.

- E. **Parks and Civic Spaces.** The Owner shall provide not less than 3.2 acres of land within the Project for Parks and Civic Spaces as described in the Code of Development and generally shown on the Application Plan. Each Park or Civic Space shall be substantially completed prior to the issuance of the fortieth (40th) CO for a residential dwelling unit in the Block in which it is located. Parks and Civic Spaces shall be conveyed to, and maintained by the Owner's Association.

### **3. Cash Proffer for Capital Improvements Projects.**

- A. The Owner shall contribute cash on a per "market-rate" dwelling unit basis in excess of the number of units that are allowed by right under the zoning in existence prior to the approval of this ZMA 2015-007 for the purposes of addressing the fiscal impacts of development on the County's public facilities and infrastructure, i.e., schools, public safety, libraries, parks and transportation. For the purposes of this Proffer 3, the number of units allowed by right under the R-1 Residential zoning is two hundred sixty-nine (269) single-family detached units. A "market rate" unit is any dwelling unit in the Project that is not either a For-Sale Affordable Housing Unit or For -Rent Affordable Unit as described in Proffer 4 ("Market Rate Unit"). The cash contributions shall be Four Thousand Nine Hundred and Eighteen Dollars (\$4,918.00) for each single family detached Market Rate Unit, other than a constructed For-Sale Affordable Dwelling Unit within the Project qualifying as such under Proffer 4. In other words, the cash contribution for market rate single family units shall begin after the issuance of a CO for the 269th single family dwelling unit and prior to the issuance of a CO for the 270th single family dwelling unit. The cash contributions for each single family attached Market Rate Unit shall be Three Thousand Eight Hundred and Forty Five Dollars (\$3,845.00), other than a constructed For-Sale Affordable Housing Unit or a For Rent Affordable Housing Unit within the Project qualifying as such under Proffer 4. The cash contributions for each multifamily Market Rate Unit shall be Five Thousand Two Hundred and Sixty Two Dollars (\$5,262.00), other than a constructed For Sale Affordable Housing Unit or For Rent Affordable Housing Unit within the Project qualifying as such under Proffer 4.

### **4. Affordable Housing.**

The Owner shall provide affordable housing equal to fifteen percent (15%) of the total number of residential units constructed on the Property. For example, if one thousand (1000) total units are constructed in the Project, one hundred fifty (150) units, or their equivalent, are required to be provided to satisfy this Proffer 4, subject to paragraph 4C. The Owner or its successors in interest reserve the right to meet the affordable housing objective through a variety of housing types, including but not limited to for sale units, rental units, accessory units and Carriage Units, ("Affordable Units") or through cash contributions, as more particularly described in sections 4A, 4B and 4C below.

- A. **For-Sale Affordable Housing Units.** All purchasers of the For-Sale Affordable Housing Units, (defined below) shall be approved by the Albemarle County Housing Office or its designee. "For-Sale Affordable Housing Units" shall be dwelling units offered for sale at prices for which households with incomes less than eighty percent (80%) of the area median income may qualify, and shall not exceed sixty-five percent (65%) of VHDA's Maximum Sales Price for first-time homebuyers. The Owner shall

provide the County or its designee a period of one hundred twenty (120) days to identify and prequalify an eligible purchaser For-Sale Affordable Housing Units. The one hundred twenty (120) day period shall commence upon written notice from the Owner that the unit(s) shall be available for sale. This notice shall not be given more than ninety (90) days prior to receipt of the Certificate of Occupancy for the applicable For-Sale Affordable Housing Unit; the County or its designee may then have thirty (30) days within which to provide a qualified purchaser for such For-Sale Affordable Housing Unit. If the County or its designee does not provide a qualified purchaser during the one hundred twenty (120) day period, the Owner shall have the right to sell the unit(s) without any restriction on sales price or income of the purchaser(s). Carriage Units, as defined in the Code, shall not exceed twenty-five percent (25%) of the total Affordable Units.

**B. For-Rent Affordable Housing Units.**

- (1) **Rental Rates.** The initial net rent for each rental housing unit for which Owner seeks qualification for the purposes of this Proffer 4, (“For-Rent Affordable Housing Unit”) shall not exceed the then-current and applicable maximum net rent rate approved by the Albemarle County Housing Office. In each subsequent calendar year, the monthly net rent for each For-Rent Affordable Housing Unit may be increased up to three percent (3%). For purpose of this Proffer 4B, the term “net rent” means that the rent does not include tenant-paid utilities. The requirement that the rents for such for-rents for such For-Rent Affordable Housing Units may not exceed the maximum rents established in this paragraph 4B shall apply for a period of ten (10) years following the date the certificate of occupancy is issued by the County for each For-Rent Affordable Housing Unit, or until the units are sold as low or moderate cost units qualifying as such under either the Virginia Housing Development Authority, Farmers Home Administration, or Housing and Urban Development, Section 8, whichever comes first (the “Affordable Term”).
- (2) **Conveyance of Interest.** All deeds conveying any interest in the For-Rent Affordable Housing Units during the Affordable Term shall contain language reciting that such unit is subject to the terms of paragraph 4B. In addition, all contracts pertaining to a conveyance of any For-Rent Affordable Housing Unit, or any part thereof, during the Affordable Term shall contain a complete and full disclosure of the restrictions and controls established by this paragraph 4B. At least thirty (30) days prior to the conveyance of any interest in any For-Rent Affordable Housing Unit during the Affordable Term, the then-current Owner shall notify the County in writing of the conveyance and provide the name, address and telephone number of the potential grantee, and state that the requirements of this paragraph 4B(2) have been satisfied.
- (3) **Reporting Rental Rates.** During the Affordable Term, within thirty (30) days of each rental or lease term for each For-Rent Affordable Housing Unit, the then-current Owner shall provide to the Albemarle County Housing Office a copy of the rental or lease agreement for each such unit rented that shows the rental rate for such unit and the term of the rental or lease agreement. In addition, during the Affordable Term, the then-current Owner shall provide to the County, if requested, any reports, copies of rental or lease agreements, or other data pertaining to rental rates as the County may reasonably require.

**C. Cash in lieu of Constructing Affordable Dwelling Units.**

In lieu of constructing For-Sale, or For-Rent Affordable Dwelling Units for fifteen percent (15%) of the total number of Units, the Owner has the option to make a cash contribution to Albemarle County for the affordable housing program in the amount of Twenty-Four Thousand and Three Hundred Seventy Five Dollars (\$24,375.00) (the “Affordable Housing Cash Proffer”) for each such unit as follows: the Owner shall exercise the option to make, and thereby shall pay the Affordable Housing Cash Proffer to the County, if the Affordable Housing requirement has not been proportionally met otherwise, in four (4) installments; after an inspection and prior to the issuance of approval of a CO for each of the two

hundredth (200th), five hundredth (500th), eight hundredth (800th), and one thousandth (1000th) dwelling unit within the Project. The total Cash in lieu contribution due to Albemarle County at each of the four (4) payment periods as noted above shall be calculated based on the total number of Certificates of Occupancy issued for Market Rate and Affordable Housing Units.

**5. Cost Index.**

Beginning January 1 of each year following the approval of ZMA 2015-007, the amount of each cash contribution required by Proffers 3 and 4 (collectively, the “Cash Contributions” and individually “Cash Contribution”) shall be adjusted annually until paid, to reflect any increase or decrease for the preceding calendar year in the Marshall and Swift Building Cost Index (“MSI”). The annual adjustment shall be made by multiplying the proffered Cash Contributions amount due for the preceding year by a fraction, the numerator of which shall be the MSI as of December 1 in the preceding calendar year, the denominator of which shall be the MSI as of December 1 in the year preceding the calendar year most recently ended (the “Annual Percentage Change”). By way of example, the first annual adjustment shall be  $\$4,918.00 \times \frac{2017 \text{ MSI}}{2016 \text{ MSI}}$ . Each annual adjustment shall be based on the amount of the proffered Cash Contribution due for the immediately preceding year based on the formula contained in this Proffer 5 (the amount derived from such formula shall be referred to hereinafter as the “Cash Contribution Due”), provided, however, in no event shall the Cash Contribution amount paid by the Owner be less than Four Thousand Nine Hundred and Eighteen Dollars \$4,918.00 per single family detached Market Rate Unit and Three Thousand Eight Hundred and Forty Five Dollars \$3,845.00 per single family attached Market Rate Unit and Five Thousand Two Hundred and Sixty Two Dollars \$5,262.00 per multifamily Market Rate Unit under Proffer 3 or Twenty-Four Thousand and Three Hundred Seventy Five Dollars \$24,375.00 per affordable dwelling unit under Proffer 4 (the “Minimum Cash Contribution”). The Annual Percentage Change shall be calculated each year using the Cash Contribution Due, even though it may be less than the Minimum Cash Contribution, HOWEVER, the amount paid by the Owner shall not be less than the Minimum Cash Contribution. For each cash contribution that is being paid in increments, the unpaid incremental payments shall be correspondingly adjusted each year.

**6. Credit For In-Kind Contributions.**

Notwithstanding the provisions of these Proffers to the contrary, the Owner’s obligation to pay Cash Contributions shall not commence until the number of units, to which such Cash Contributions apply have been completed that results in what would otherwise have been a total Cash Contribution equal to the total value of: i) the Elementary School Site, and related improvements to be completed by Owner, ii) the High School Site and iii) the Rio Mills Road Connection, (collectively referred to as the “In-kind Contribution”). The County and the Owner shall agree upon the total dollar amount of the In-kind Contribution within thirty (30) days of the date of these Proffers. The In-kind Contribution reflects the value of the improvements that the Owner has committed to make in these proffers that are for the benefit of the public. In other words, the Owner shall not be required to pay any per unit Cash Contributions until the time of the issuance of the building permit for a new unit completed after applying a credit for the In-kind Contribution. In the event that the Project is completed prior to the balance of the In-kind Contribution being exhausted, any remaining balance of the In-kind Contribution may not be applied for any other project or development.

**7. Elementary School Site.**

Within one year after written request by the County, but in no event earlier than one year after the date of issuance of the first (1<sup>st</sup>) CO issued for a dwelling within the Project, the Owner shall dedicate to the County, by General Warranty Deed and without consideration, fee simple title to a parcel of land for a public elementary school of not less than seven (7) acres abutting a publicly-dedicated right of way, as

shown on Figure E: Brookhill School Sites Exhibit and labeled “Elementary School Site” (the “Elementary School Site”). The Elementary School Site shall be a graded and compacted pad site with water, sewer and electricity utility connections constructed to the edge of the parcel to accommodate an elementary school. At the option of the County, and in lieu of the construction of a school, a public park may be established by the County on the Elementary School Site.

If, within ten (10) years after the date of issuance of the first (1st) CO for a single family dwelling within the Project, either (i) the County determines that the Elementary School Site will not be used for an Elementary School, or (ii) the County has not requested the conveyance of the Elementary School Site, then, if the Owner has already conveyed title to the Elementary School Site to the County, the County shall re-convey fee simple title to the Elementary School Site to the Owner or its successor(s) in title, by General Warranty Deed without consideration, and the Owner shall have the right to use and develop the Elementary School Site as allowed pursuant to the Code of Development. If the Owner has not already conveyed title to the Elementary School Site to the County by such time, then the Owner’s right to use and develop the Elementary School Site shall commence immediately.

**8. Public High School or Institutional Use Site.**

Within one year after written request by the County, the Owner shall dedicate to the County, by General Warranty Deed and without consideration, fee simple title to a parcel of land for a public high school, and/or such other public facilities as the County may determine suitable, of not less than sixty (60) acres abutting a publicly-dedicated right of way, as shown on Figure E: Brookhill Schools Sites Exhibit and labeled “High School Site” (the “High School Site”). The High School Site shall be conveyed as-is, without any improvements or warranty as to suitability.

If, within ten (10) years after the date of issuance of the first (1st) CO for a single family dwelling within the Project, the County has not requested the conveyance of the High School Site, then, the Owner shall immediately have the right to use and develop the High School Site.

This Proffer Statement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**9. Historic Resources.**

- A. National Register of Historic Places Eligibility. The existing Brookhill dwelling is eligible for the National Register of Historic Places. Owner shall address any adverse impact to this designation as part of the Section 106 Review under the National Historic Preservation Act of 1966 (NHPA), which is administered by the Virginia Department of Historic Resources (DHR). The treatment of any remaining eligible resources, including the possible removal of some of the temporal designation, will be dealt with in a Memorandum of Agreement with DHR as part of the 106 Review.

Cemetery Delineations. Prior to the approval of any grading permit, final site plan or subdivision plat for improvements within Blocks \_\_, \_\_, and \_\_, Owner shall delineate any cemeteries within Block 19 to confirm that: i) the boundaries of Block 19 contain all burial sites associated with the Dunn cemetery, ii) the areas of periwinkle on the east and west sides of the Brookhill dwelling are within such boundaries, and iii) there are no other cemeteries associated with the Brookhill dwelling outside the boundaries \_\_\_\_\_ of \_\_\_\_\_ Block \_\_\_\_\_ 19.

WITNESS the following signature:

**OWNERS of Tax Map Parcel 04600-00-00-018A0:**

By: \_\_\_\_\_  
**CHARLES R. HAUGH**

By: \_\_\_\_\_  
**ELIZABETH ANN OGLESBY HAUGH**

Date: \_\_\_\_\_

**OWNERS of Tax Map Parcel 04600-00-00-01800:**

By: \_\_\_\_\_  
**CHARLES R. HAUGH, TRUSTEE**

By: \_\_\_\_\_  
**E. J. OGLESBY, JR., TRUSTEE**

Date: \_\_\_\_\_

**OWNER of Tax Map Parcel 04600-00-00-01900:  
CROCKETT CORPORATION, a Virginia corporation**

By: \_\_\_\_\_  
Charles R. Haugh, its President

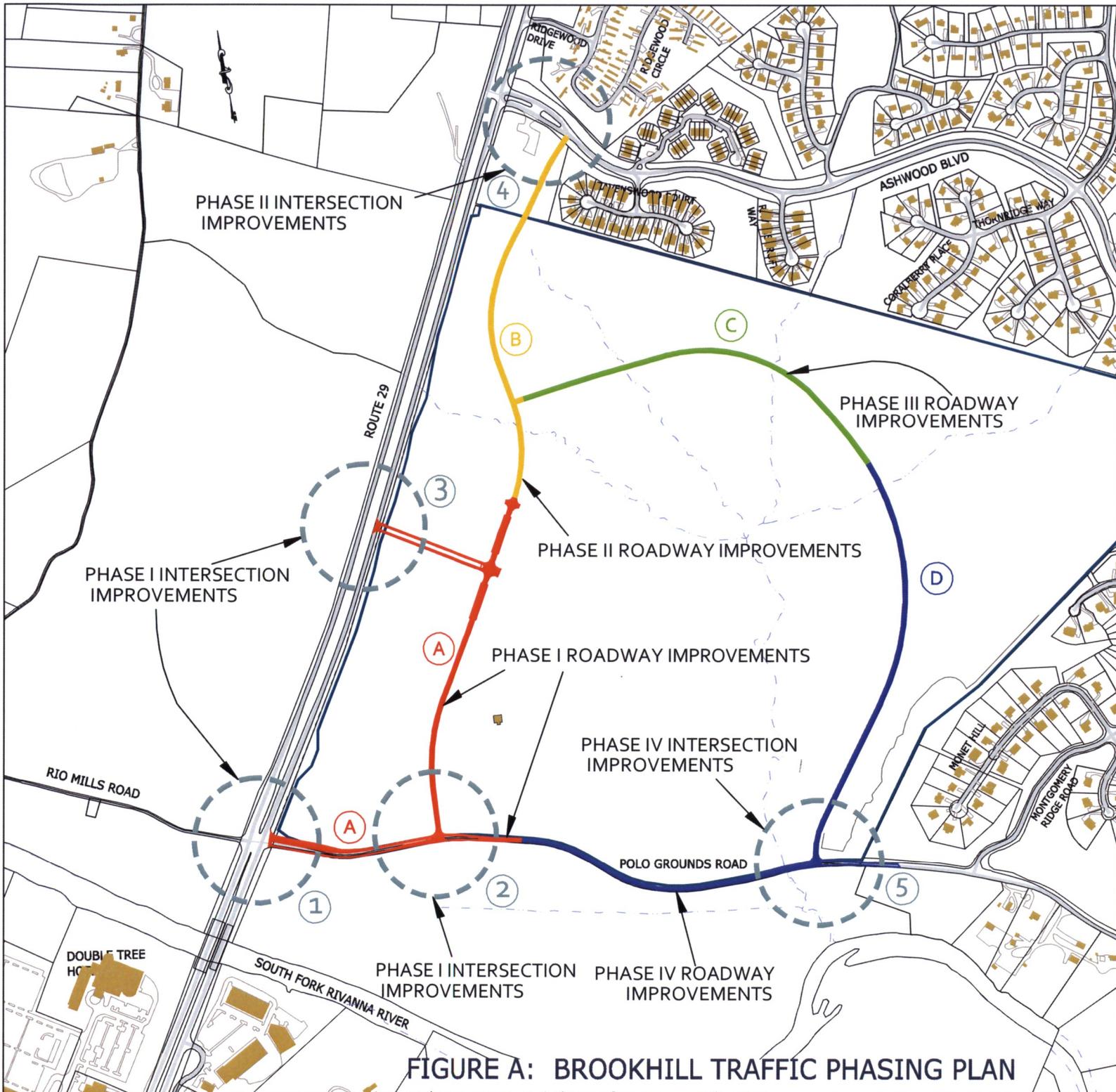
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**OWNER of Tax Map Parcel 04600-00-00-018B0:  
HORNE LAND CORPORATION, a Virginia corporation**

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_





- PHASE I INTERSECTION IMPROVEMENTS**
- INTERSECTION 1**
- CONSTRUCT (1) NEW WESTBOUND LEFT - TURN LANE ON POLO GROUNDS ROAD WITH 375' OF STORAGE.
  - EXTEND WESTBOUND RIGHT- TURN LANE ON POLO GROUNDS ROAD FROM 50' OF STORAGE TO 200' OF STORAGE.
  - CONVERT RIO MILLS ROAD TO A RIGHT IN / RIGHT-OUT OPERATION.
- INTERSECTION 2**
- CONSTRUCT A SOUTHBOUND ROADWAY, PROVIDING (1) LEFT-TURN AND (1) RIGHT-TURN LANE.
  - CONSTRUCT AN EASTBOUND LEFT-TURN LANE ON POLO GROUNDS ROAD WITH 150 FEET OF STORAGE
- INTERSECTION 3**
- CONSTRUCT A RIGHT-IN / RIGHT-OU ROADWAY ENTRANCE TO ROUTE 29
  - CONSTRUCT A NORTHBOUND RIGH' TURN LANE ON US 29 WITH 200' OF STORAGE.
- PHASE II INTERSECTION IMPROVEMENTS**
- INTERSECTION 4**
- CONSTRUCT NORTHBOUND ROADWAY TO PROVIDE (1) LEFT TURN LANE & (1) RIGHT-TURN LANE
  - RESTRIPE PAINTED MEDIAN TO PROVIDE WESTBOUND LEFT -TURN LANE ON ASHWOOD BOULEVARD WITH 100' OF STORAGE.
  - RESTRIPE EASTBOUND ASHWOOD BOULEVARD APPROACH TO PROVID (1) RIGHT-TURN LANE
- PHASE IV INTERSECTION IMPROVEMENTS**
- INTERSECTION 5**
- CONSTRUCT SOUTHBOUND ROADWAY TO PROVIDE (1) LEFT -TURN LANE AND (1) RIGHT -TURN LANE
  - CONSTRUCT AN EASTBOUND LEFT -TURN LANE ON POLO GROUNDS ROADWAY WITH 150' OF STORAGE.

**FIGURE A: BROOKHILL TRAFFIC PHASING PLAN**

NOTE: POLO GROUNDS ROADWAY AND LANE CONFIGURATION AS SHOWN IN THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY. THE FINAL DESIGN AND LANE CONFIGURATIONS OF POLO GROUNDS ROADWAY IMPROVEMENTS WILL BE IN ACCORDANCE WITH THE APPROVED TRAFFIC IMPACT ANALYSIS AND FINAL APPROVED ROAD CONSTRUCTION PLANS FOR THE ROADWAY IMPROVEMENTS.

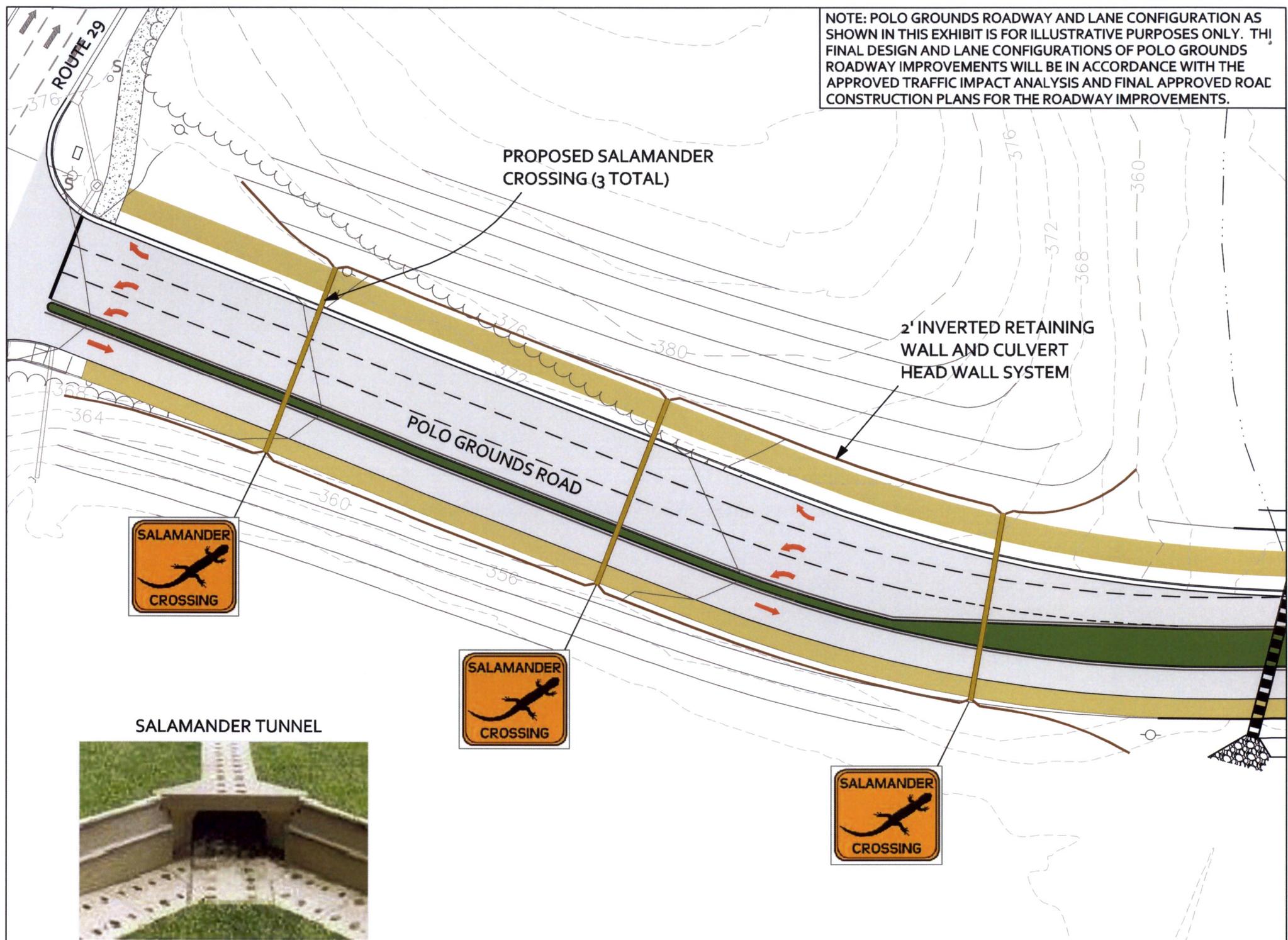
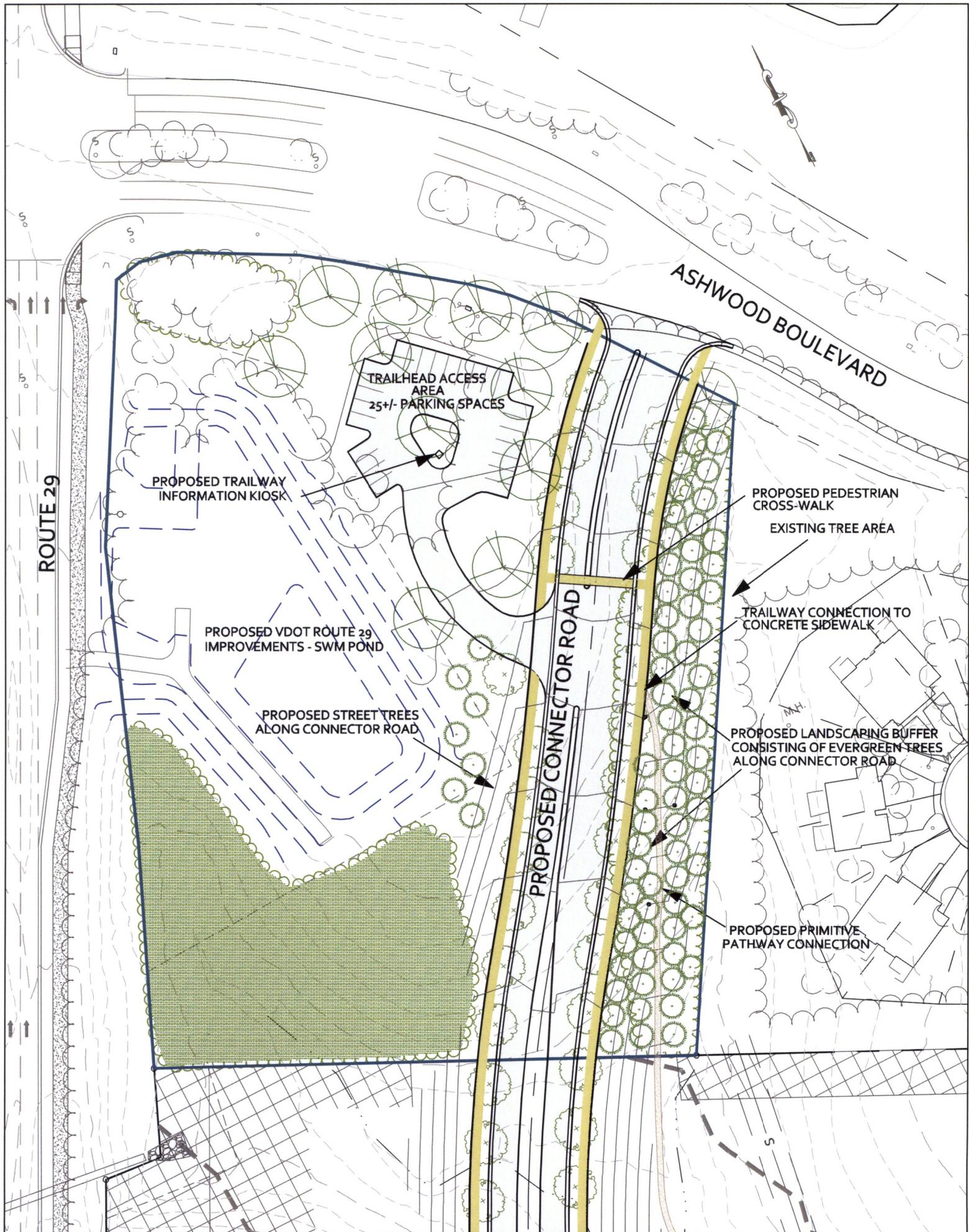


FIGURE B: POLO GROUNDS ROAD SALAMANDER CROSSING EXHIBIT



**FIGURE C: ASHWOOD BOULEVARD CONNECTION EXHIBIT**

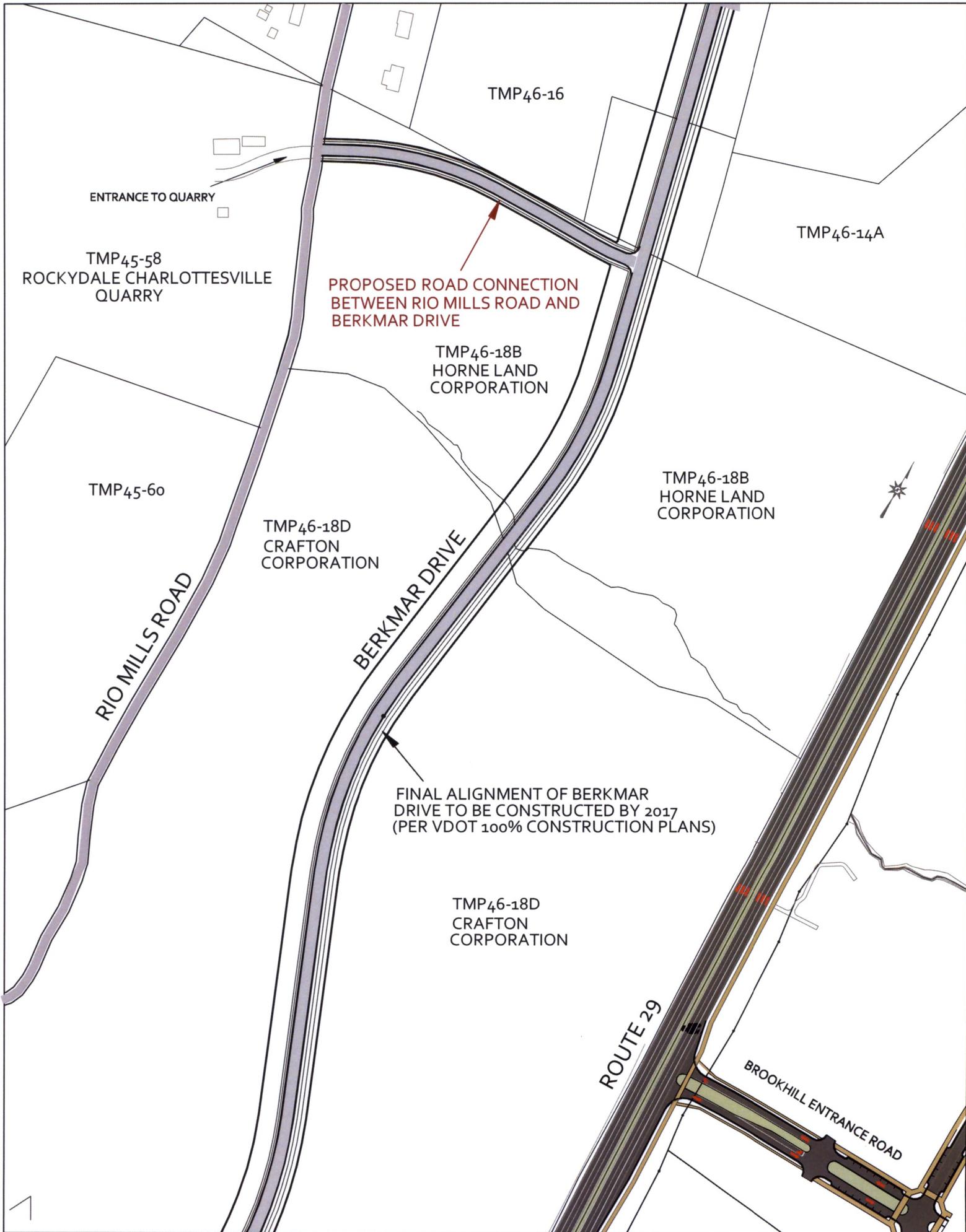


FIGURE D: RIO MILLS ROAD ROADWAY CONNECTION

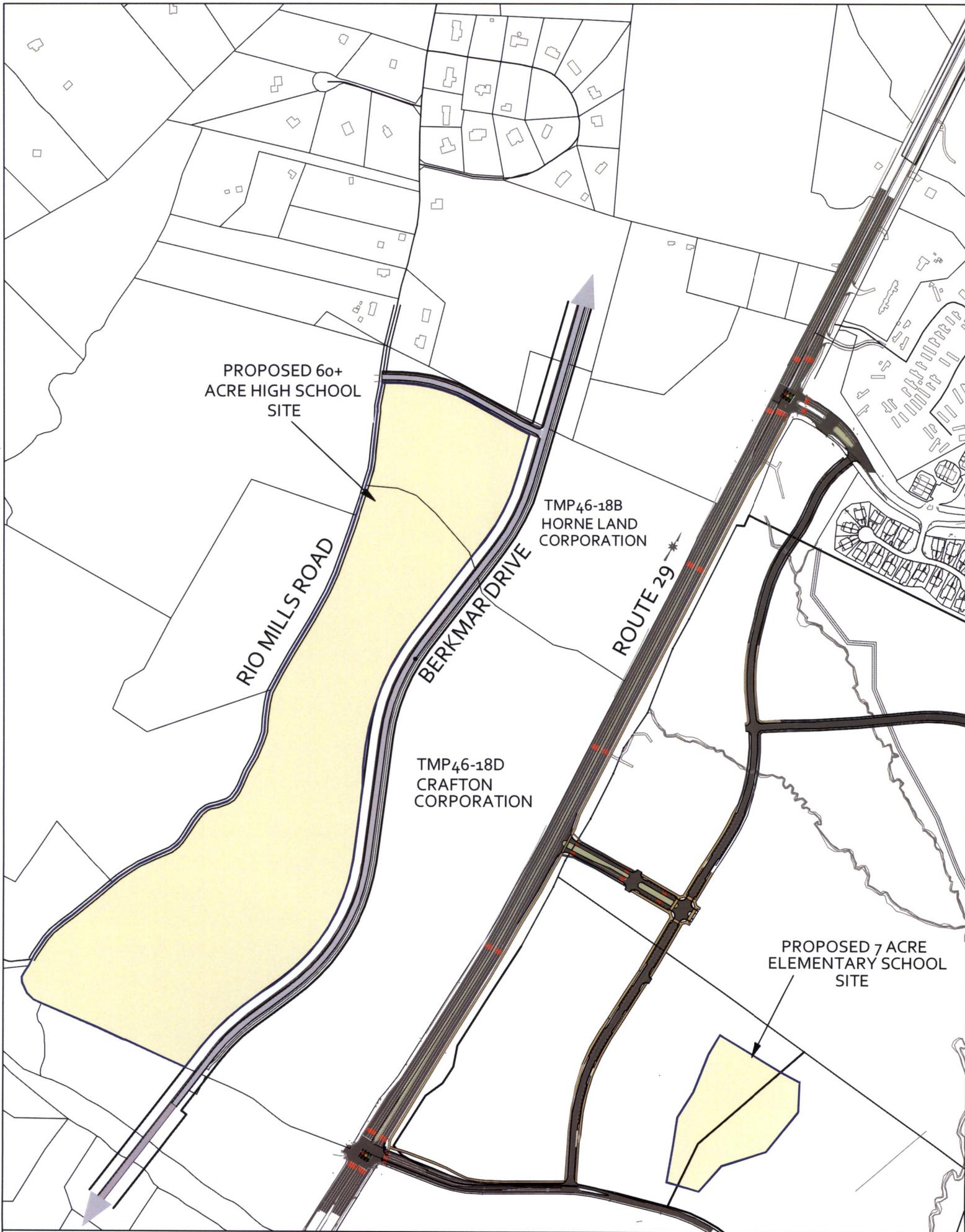


FIGURE E: BROOKHILL SCHOOL SITES EXHIBIT