

Original Proffers X
Amendment

PROFFER STATEMENT

Project Number: **ZMA202100013**

Project Name: **Southwood Phase 2**

Parcel ID Numbers: **090A1-00-00-01D0 (86.80 acres), 090A0-00-00-00400 (4.00 acres), 090A0-00-00-001C0 (0.46 acre)**

Owner of Record: **Southwood Charlottesville, LLC**

Date: September 12, 2022

Approximately 93 acres to be rezoned from R2 Residential to NMD – Neighborhood Model Development

Southwood Charlottesville, LLC, a Virginia limited liability company, is the sole owner (the “Owner”) of Parcel Numbers 090A1-00-00-01D0, 090A0-00-00-00400, and 090A0-00-00-001C0 (the “Property”), which is the subject of an application for the amendment of ZMA 2018-0003, a project known as “Southwood Phase 1.” This proffer statement does not amend, supersede, or replace the proffer statement for Southwood Phase 1 and applies only to the Property.

Pursuant to *Albemarle County Code* § 18-33.7, the Owner hereby voluntarily proffers the conditions listed below, which will apply to the Property if it is rezoned to the zoning district identified above. These conditions are proffered as a part of the requested rezoning. The Owner specifically deems the following proffers reasonable and appropriate, as conclusively evidenced by the signature below. Reference to the “Plan” means the Southwood Phase II Redevelopment Application & Green Space Plan, dated October 18, 2021, as last amended June 27, 2022, prepared by Timmons Group, approved by the County as part of the rezoning.

1. Public Trail and Trail Connections:

(a) As part of the subdivision plat approval for each section of the Property for which a site plan is approved, the Owner will grant an easement for public use of that portion of the Southwood pedestrian perimeter trail included in the section (the “Trail”). The Owner or its successor-in-title will maintain the Trail. In addition, the Owner will grant an easement for public use of the Southwood pedestrian perimeter trail located in Phase 1; deeds of easement for public use will be recorded in conjunction with subdivision plat approvals or as segments are completed.

(b) Along with the deeds of easement for public use, the Owner will grant one or more easements over the Property to provide public pedestrian rights of way between public sidewalks and the Trail. The conceptual location of such pedestrian connections between public sidewalks and the Trail are shown on Figure 8 in the Code of Development.

(c) Upon written request by Albemarle County, the Owner shall dedicate to the County, at no cost to the County and within three (3) months of the aforementioned request, public easements over trail connections between the Trail and any trail constructed by the County on abutting County property (Parcels 09000-00-00-00500, 090A1-00-00-00100, and 090A0-00-00-00300), the location of such trail connections to be determined by the Owner and the County. Following conveyance of such easement(s), the Owner and its successors will not be responsible for maintaining the land under the easement(s), associated trail connection(s), associated signage, or any associated structures.

2. **Transit Stops.** Following commencement of construction of the Project, upon request by the County of Albemarle, the Owner will construct two public transit stops (the “Transit Stops”) on the Property in locations to be determined within the Hickory Frontage Overlay or Neighborhood Center Special Area shown on the Plan. The location and design of the Transit Stops will be planned in coordination with, and are subject to the approval of, the appropriate County and transit authorities. The Transit Stops will incorporate pedestrian access, signage, shelters, benches, and trash receptacles consistent with similar existing transit stops. The Owner must either (a) dedicate any portions of the Transit Stops located on the Property to public use or (b) grant any easements necessary to allow public access and usage of the Transit Stops.
3. **Off-Site Hickory Street Engineering.** The Owner will provide to the County certain road design drawings of that portion of Hickory Street extending from the eastern terminus of Hickory Street at the southeastern boundary of the Property to the intersection of Hickory Street with Oak Hill Drive (the “Hickory Street Section”). Specifically, the Owner will provide the following:
 - a. construction drawings for basic improvements to bring the roadway within the Hickory Street Section up to minimal functional standards (such as milling and repaving and drainage improvements) (the “Construction Drawings”) in the interim period prior to the construction of the road contemplated by subparagraph (b); and
 - b. engineered road plans of 30% completion (the “Road Plans”) for construction of the Hickory Street Section to VDOT secondary public road standards and County requirements, which will tie into the design for Hickory Street on the Property.

The Owner will provide the Construction Drawings and the final version of the Road Plans, which will incorporate revisions to the previously-submitted Road Plans based on County comments, within six (6) months of the County’s request, or sooner if agreed to by the parties. The Owner will provide the Construction Drawings and the Road Plans in CAD form for use by the party(ies) who may construct the Hickory Street Section.

4. **School Site.**

- (a) Through July 1, 2027, the Owner will reserve for sale to the County an area comprising up to seven (7) acres on Block 34 and/or Block 20 abutting a public right-of-way (the “School Site”) under the following terms and conditions:

- (1) **Site Condition.** The School Site will 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 according to standards of the County School Division's Building Services Department. At closing on the sale, the land comprising the School Site will have been remediated pursuant to the Owner's environmental consultant's recommendations as to underground tanks, water and sewer infrastructure, and known underground dry utilities (e.g. electricity, cable, telephone); all trailers will have been removed, and current residents will have been relocated according to applicable sections of the Uniform Relocation Act; and existing structures and parking lots (Community Center, Rental Office and Boys and Girls Club, etc.) will have been razed and removed.
 - (2) **Sale Price.** The sale price will be the amount equal to (a) Eighty percent (80%) of the as-is, where-is appraised value of the land at the time of the effective date of the purchase and sale agreement (the "Contract"); plus (b) Owner's expense to achieve the conditions set out in subparagraph 4(a)(1) above and to construct any additional site improvements (other than the School building itself) required by the site plan for the School Site (such as curb and gutter, landscaping, street lights, and storm water management facilities) to such standards as the purchaser may specify, as set out in the Contract, less Owner's administrative overhead expenses for managing the work (the "Sale Price").
 - (3) **Schedule.** Upon receipt of written notice from the County that the County desires to purchase the School Site ("Notice"), the County will specify the standard to which the School Site shall be delivered, as provided in Proffer 4(a)(2), and the parties shall enter into the Contract within one hundred eighty (180) days of the Notice, or a time period that is mutually agreed upon between the parties. The Owner shall deliver the School Site, and the parties shall close on the sale on or before the four (4)-year anniversary of the effective date of the Contract. (For example, if the County provides Notice by December 31, 2022, the parties will enter into a Contract by June 29, 2023, and the Owner will deliver the site by June 29, 2027.) If the County does not provide Notice to the Owner to purchase the School Site by July 1, 2027, or if the County does not enter into the Contract within the time period specified, the Owner shall be under no further obligation to sell the School Site to the County, this proffer shall be of no further force and effect, and the Owner may develop the School Site consistent with the Code of Development for ZMA202100013, as it may be amended.
5. **Additional Affordable Units.** In addition to the affordable housing commitment set out in the Code of Development for ZMA202100013, until July 1, 2025, the Owner will at a minimum, reserve sufficient land within the Property to allow 50 or more affordable dwelling units to be constructed and will discuss the sale of such land for the development of such units with one or more affordable housing developers ("AH Developers") at terms that would allow the development of 50 or more affordable units, on the following terms and conditions. The Owner will pursue an agreement with a third-party Low Income Housing Tax Credit (LIHTC) or other AH Developer for Owner to sell a parcel or parcels within the Property, the exact location and acreage to be determined, for the development of at least 50 affordable units (as defined by County Code and policy). If the Owner is unable to enter into a contract with an AH Developer and/or the Owner contracts with a LIHTC Developer that does not apply for credits and/or is not awarded Low Income Housing Tax Credits for 50 or more affordable

dwelling units during the 2025 LIHTC grant cycle, then this proffer will expire and be of no further force or effect.

6. **Stream Restoration Easement(s)**. At the request of Albemarle County, the Owner will grant to the County a permanent drainage and access easement 50' on either side of the Biscuit Run tributary on Block 13 for the County stream restoration project and subsequent maintenance of Biscuit Run.
7. **Business Days**. All deadlines referred to in this Proffer Statement shall mean the Business Day that immediately follows the deadline, should the deadline fall on a Sunday or a holiday, and shall mean the Friday that immediately precedes a deadline that falls on a Saturday. For the purposes of the preceding sentence, "Business Day" means any day that is not a Saturday, Sunday, or Federal, State, or County holiday.

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Signature Page for Proffer Statement for Southwood Phase 2, ZMA 2021-0013
Parcel ID Numbers: 090A1-00-00-01D0, 090A0-00-00-00400, 090A0-00-00-001C0

OWNER:

SOUTHWOOD CHARLOTTESVILLE, LLC,
a Virginia limited liability company

By: _____


Daniel H. Rosensweig, Manager

#100958515v2

