

PROFFER STATEMENT

ADELAIDE

Date of Proffer: August 8, 2016

Project Name: Adelaide

ZMA Number: ZMA 2015-008

Owner: Judith S. Herring

Existing Zoning: R1-Residential

Zoning Requested: R6-Residential with Proffered Plan

Acreage of Parcels: 20.4

Magisterial District: White Hall

Tax Map Parcels: 05600-00-00-108A0 and 05600-00-00-026A2

Exhibit(s)/References: 1) Proffered Plan for Adelaide (sheets 1 through 5) dated December 7, 2015, last revised August 8, 2016, prepared by Shimp Engineering, P.C. (the "Proffered Plan")

The Owner of the tax map parcels identified above (the "Property") is Judith S. Herring (the "Owner"). The Term "Owner" as referenced within this document shall include within its meaning the owner, or owners, of record of the Property and their successors in interest.

The Owner hereby voluntarily proffers that if the Albemarle County Board of Supervisors acts to rezone the Property from the R1 District to the R6 District as requested (hereinafter, the "Project"), the Owner shall develop the Property in accord with the following proffered development conditions (each, a "Proffer," and collectively, the "Proffers") pursuant to Section 15.2-2303 of the Code of Virginia, 1950, as amended, and pursuant to Section 33.7 of the Albemarle County Zoning Ordinance, and the Owner acknowledges and agrees that the rezoning application ZMA 2015-008 gives rise to the need for the Proffers, and (2) such Proffers have a reasonable relation to the rezoning requested. If rezoning application ZMA 2015-008 is denied, these proffers shall immediately be null and void and of no force and effect.

1. **Proffered Plan.** The Property shall be developed in general accord with the plan entitled "R-6 Rezoning Proffered Plan for Adelaide," dated December 7, 2015, last revised August 8, 2016, prepared by Shimp Engineering, P.C. (the "Proffered Plan") as determined by the Director of Planning and the Zoning Administrator. To be in general

accord with the Proffered Plan, development and use shall reflect the following major elements as shown on the Proffered Plan:

- a. The Residential Development Lot Areas
- b. The Open Space Areas
- c. The Road Right-of-Way Areas and the general road layout
- d. The maximum number of dwelling units
- e. The Greenway Trail Connection
- f. The 15,000 square foot (minimum) Pocket Park
- g. Access and circulation throughout the Property
- h. Notes stating "Preserve existing trees" and "Open Space Landscaping as per ARB guidelines to create integrated frontage"
- i. 10' asphalt trail along Route 250
- j. Traffic Improvements required by VDOT as a condition of issuing an entrance permit
- k. Primitive trail
- l. Limits of development along western perimeter of the Proffered Plan to generally follow limits of stream buffer and preserved slopes

2. Affordable Housing.

The Owner shall provide affordable housing units equal to fifteen percent (15%) of the total residential dwelling units constructed on the Property, in the form of for-sale units, or for-rent units (in the Owner's discretion), and subject to the terms herein ("Affordable Units"). The Owner shall convey the responsibility of constructing the Affordable Units to the subsequent owners of lots within the Project that are designated as Affordable Units on the site development plans or subdivision plats, as applicable.

(A). **For-Rent Affordable Units.** The initial net rent for each for-rent Affordable Unit shall not exceed the then-current and applicable maximum net rent rate approved by the County Housing Office. In each subsequent calendar year, the monthly net rent for each for-rent Affordable Unit may be increased up to three percent (3%). For the purpose of this proffer statement, the term "net rent" means that the rent does not include tenant-paid utilities. The requirement that the rents for such for-rent Affordable Units may not exceed the maximum rents established in this paragraph 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 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"). The Owner of each for-rent Affordable Unit shall, at the request of the Albemarle County Office of Housing, provide written reports documenting rental rates and occupancies of the for-rent Affordable Units.

(1). Conveyance of Interest. All deeds conveying any interest in the for-rent Affordable Units during the Affordable Term shall contain language reciting that such unit is subject to the terms of this paragraph 2. In addition, all contracts pertaining to a

conveyance of any for-rent Affordable 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 2. At least thirty (30) days prior to the conveyance of any interest in any for-rent Affordable 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 2(A) have been satisfied.

(B). **For Sale Affordable Units.** All purchasers of for-sale Affordable Units shall be approved by the Albemarle County Office of Housing or its designee. The Owner shall provide the County or its designee 120 days to identify and pre-qualify an eligible purchaser for the for-sale Affordable Units. The 120-day period shall commence upon written notice from the Owner that the units will be available for sale. This notice shall not be given more than 90 days prior to the anticipated receipt of the certification of occupancy. If the County or its designee does not provide a qualified purchaser during the 120-day period, the Owner shall have the right to sell the for-sale Affordable Units without any restriction on sales price or income of purchaser(s) and such Affordable Unit(s) shall be counted toward the satisfaction of this paragraph 2. This paragraph 2 shall only apply to the first sale of each Affordable Unit. The maximum sales price for Affordable Housing Units is 65% of VHDA's Maximum Sales Price for First-Time Homebuyers. The calculation currently puts the maximum sales price for Affordable Units at \$243,750.

(C). **Option for Cash in Lieu of Affordable Units** - If at any time prior to the County's approval of any preliminary site plan or subdivision plat for the subject property which includes one or more for-sale Affordable Dwelling Units that the current owner/builder expects to be completed as market-rate units instead of Affordable Dwelling Units, or otherwise at the Owner's option, the Owner shall contribute a cash contribution to the County to support affordable housing programs in the amount of Twenty Four Thousand Three Hundred Seventy-Five Dollars (\$24,375) in lieu of each Affordable Dwelling Unit(s), and the then-current owner/builder shall have the right to sell such Unit(s) without any restriction on sales price or income of the purchaser(s).

The Owner agrees that any cash contribution the Owner makes to the County to support affordable housing programs in Albemarle County may be used, in the County's discretion, to the Albemarle County Police Foundation to support the Police Foundation's affordable housing initiatives for Albemarle County Police Officers who desire to reside in Albemarle County.

3. **Greenway Dedication.** The Owner shall dedicate in fee simple to the County (or at the County's option, convey an easement to the County over) the area shown on the Proffered Plan as "Greenway Trail Connection" (the "Greenway Trail Land"), to permit the construction by the County of a primitive Greenway Trail through the Property in such location (the "Greenway Trail"). Such dedication or granting of an easement shall

occur after final site plan approval and in any event within six (6) months after receipt of a written request from the County for such dedication (the "Dedication or Easement Request Notice"). If the Dedication or Easement Request Notice is delivered after final site plan approval, the dedication or conveyance of an easement shall be completed within six (6) months after delivery of the Dedication or Easement Request Notice. If the Dedication or Easement Request Notice is delivered prior to final site plan approval, the dedication or conveyance of an easement shall be completed within six (6) months after final site plan approval. If the Greenway Trail Land is dedicated in fee simple, it shall be dedicated by subdivision plat. The Owner shall be responsible for the cost of a survey and preparing the deed and plat to convey the Greenway Trail Land to the County. After it is dedicated (or conveyed by easement, as applicable) to public use, the Greenway Trail Land shall continue to be included in the total area of open space and amenities within the Project as shown on the Proffered Plan. The remaining open space land within the Property that will not be dedicated (or conveyed by easement) to the County for public use shall be maintained by the Adelaide Owner's Association.

4. **Cash Proffers for Residential Units.** The Owner shall contribute cash for each new residential unit in excess of the twenty-three (23) residential units the Owner has demonstrated could be constructed under R-1 Residential zoning in existence at the time of this zoning map amendment and that is not classified as an Affordable Dwelling Unit, 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 (the "Cash Contributions"). The Cash Contributions shall be Four Thousand, Nine Hundred Eighty-One Dollars (\$4,981) for each new single family detached dwelling unit. The Cash Contributions shall be Three Thousand Eight Hundred Forty-Five Dollars (\$3,845) for each single family attached or townhouse dwelling unit. The Cash Contributions shall be Zero Dollars (\$0.00) for each Affordable Dwelling Unit. The Cash Contribution shall be paid after completion of the final inspection and prior to the issuance of any certificate of occupancy for each new unit, unless the timing of the payment is otherwise specified by state law.

Beginning January 1, 2017, the amount of the Cash Contribution required by this proffer shall be adjusted annually until paid, to reflect any increase or decrease for the proceeding calendar year in the Marshall and Swift Building Cost Index ("MSI"). In no event shall any cash contribution amount be adjusted to a sum less than the amount initially established by this proffer. The annual adjustment shall be made by multiplying the proffered Cash Contribution amount for the preceding year by a fraction, the numerator of which shall be the MSI as of December 1 in the preceding calendar year, and the denominator of which shall be the MSI as of December 1 in the year preceding the calendar year most recently ended.

5. **Credit for In-Kind Contributions.** Notwithstanding the provisions of this Proffer Statement 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 Greenway Trail Land; and (ii) the 10' asphalt trail along Route 250 as shown on the Proffered Plan (collectively, the "In-kind Contribution"). The County and the Owner shall agree upon the total dollar amount of the In-kind Contribution within ninety (90) days of the date of these Proffers, or longer as the Owner and the County may mutually agree. 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 certificate of occupancy 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.

(Signature Page Immediately Follows)

WITNESS the following signature:

By: Judith S. Herring
Judith S. Herring, Owner

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Albemarle, to wit:



The foregoing instrument was acknowledged before me this 30 day of August 2016
by Judith S. Herring, Owner of Parcels 05600-00-00-108A0 and 05600-00-00-026A2.

My Commission expires: 6.30.17

Seandelle R Korte

Notary Public

