

Original Proffers X
Amendment

DRAFT PROFFER STATEMENT

ZMA Number: 2018-00013

Tax Map and Parcel Number: 04500-00-00-10000, 04500-00-00-100A0, 04500-00-00-10100,
04500-00-00-101B0

Owner: Auto LLC

Date of Proffer Signature:

Draft Proffer Date: June 3, 2019

Rezone 3.32 acres from C-1 to NMD

Auto LLC, is the owner (the “Owner”) of Tax Map and Parcel Numbers **04500-00-00-10000, 04500-00-00-100A0, 04500-00-00-10100, 04500-00-00-101B0** (the “Property”) which is the subject of rezoning application ZMA No. 2018-00013, a project known as “**Rio Road W**” (the “Project”).

Pursuant to Section 33 of the Albemarle County Zoning Ordinance (Chapter 18 of the Albemarle County Code), the Owner hereby voluntarily proffers the conditions listed below which shall be applied to the Property if ZMA 2018-00013 is approved. These conditions are proffered as a part of the requested rezoning and the Owner acknowledges that the conditions are reasonable. Each signatory below signing on behalf of the Owner covenants and warrants that they are an authorized signatory of the Owner for this Proffer Statement.

1.) INTERCONNECTED STREETS AND TRANSPORTATION NETWORKS:

Upon demand by the County, the property owner shall draft and record an access easement for the purposes of interparcel connectivity and shared access to Rio Road W for adjacent parcels. The location of the access easement shall be provided in general accord with Sheet 4 of the Application Plan, prepared by Shimp Engineering dated October 18, 2018 and last revised June 3, 2019; this plan depicts the general location as “possible future local type ‘C Street.’” At the time of easement recordation, the property owner and the County shall agree to the terms of the easement to include location, width, and maintenance.

2.) RELEGATED PARKING

In the event on-site open air surface parking is completed prior to the commencement of vertical construction of a building in Block I, the parking area shall be screened from Rio Road in accordance with Sec. 32.7.9.5(e) of the Code of Albemarle during the next planting season after issuance of Certificate of Occupancy of any building in Block 2.

3.) MULTI-USE PATH

A multi-use path shall be constructed in Block 3 to comply with Class A-type 2 low maintenance, multi-use path standards as outlined in the Albemarle County Design Standards Manual or to any standard approved by the Director of Planning. The path shall be constructed prior to the issuance of Certificate of Occupancy of the 2nd building on-site and shall be constructed to align with adjacent sections of path that are planned or already constructed.

Upon demand by the County, the multi-use path constructed in Block 3 shall be donated to the County for public access and maintenance. This dedication shall occur prior to the development of any portions of the trail located directly adjacent to the property.

4.) STORMWATER MANAGEMENT

All design and engineering for improving the property will comply with applicable County and State regulations. Stormwater management design will be consistent with similar urban development projects and will utilize on-site underground detention and/or infiltration below the parking area in Blocks 1 and 2. A minimum of 25% of treatment shall be provided on site.

5.) RIGHT OF WAY DEDICATION

The property owner shall dedicate a portion of the property along Rio Road W, as shown on the application plan, to public right of way. Dedication of right of way shall occur prior to approval of final site plan. Installation of planting strip and sidewalk shall occur prior to issuance of Certificate of Occupancy in Block 1 or within 24 months of issuance of certificate of occupancy in Block 2.

OWNER:

Auto LLC

(to be signed upon final submission of proffer statement)

By: Auto LLC

Title: Member

Tax Map and Parcel Number: 04500-00-00-10000, 04500-00-00-100A0, 04500-00-00-10100, 04500-00-00-101B0

The undersigned Owner hereby proffers that the use and development of the Property shall be in conformance with the proffers and conditions herein above. This document shall supersede all other agreements, proffers or conditions that may be found to be in conflict. The Owner agrees that all proffers shall be binding to the property, which means the proffers shall be transferred to all future property successors of the land.

WITNESS the following signature:

Auto LLC

By: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2019
by Auto LLC.

My Commission expires: _____

Notary Public