ORDINANCE NO. 19-A(9)
ZMA 2018-00011 BROOKHILL PROFFER AMENDMENT

AN ORDINANCE TO AMEND THE PROFFERS APPROVED WITH ZMA 2015-00007 FOR TAX PARCELS 04600-00-00-018A0, 04600-00-00-01800, 04600-00-00-019A1, 04600-00-00-019A2, 04600-00-00-019B1, 04600-00-00-019B3, AND 04600-00-00-019B4

WHEREAS, the application to amend the proffers that were approved with ZMA 2015-00007 for Tax Parcels 04600-00-00-018A0, 04600-00-00-01800, 04600-00-00-019A1, 04600-00-00-019A2, 04600-00-00-019B1, 04600-00-00-019B3, and 04600-00-00-019B4 (collectively, the "Property") is identified as ZMA 2018-00011, Brookhill Proffer Amendment ("ZMA 2018-11"); and

WHEREAS, ZMA 2018-11 proposes to amend Proffer Numbers 1D, 1H, 6, and 8 of the Proffers that were approved in conjunction with ZMA 2015-07 due to VDOT's planned construction of the Rio Mills Road connector road, specifically, to reflect that the developer will be responsible for the construction of the Rio Mills Road Connection only if VDOT does not do so, to reduce the value of the credit for in-kind contributions that are available to the developer, and to reduce the acreage of the high school or institutional use site that the developer is required to dedicate in fee simple to the County from 60 acres to 50 acres; and

WHEREAS, on November 14, 2018, the Albemarle County Board of Supervisors waived the Planning Commission and Board of Supervisors public hearing requirements pursuant to the applicant's request and County Code § 18-33.15.A(1)(a); and

WHEREAS, staff recommends approval of ZMA 2018-11.

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the staff report prepared for ZMA 2018-11 and its attachments, including the proposed amended proffers, the information presented at the public hearing, the material and relevant factors in Virginia Code § 15.2-2284, and for the purposes of public necessity, convenience, general welfare and good zoning practices, the Board hereby approves ZMA 2018-11 with the proffers dated April 18, 2019.

* * *

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true, correct copy of an Ordinance duly adopted by the Board of Supervisors of Albemarle County, Virginia, by a vote of six to zero, as recorded below, at a meeting held on July 17, 2019.

Claudette K Borgersen
Clerk, Board of County Supervisors

		Aye	Nay
Mr. Dill	Y		
Mr. Gallaway		Y	
Ms. Mallek		Y	
Ms. McKeel		Y	
Ms. Palmer		Y	
Mr. Randolph		Y	

RESOLUTION OF SUPPORT
FOR RIO MILLS CONNECTOR TO BERKMAR EXTENDED ALIGNMENT

WHEREAS, Albemarle County included a connection from Rio Mills Road to the new Berkmar Drive Extended in the Places 29 Master Plan as a priority road improvement; and

WHEREAS, Albemarle County approved the accumulation of Telefee funds in the Secondary Six Year Plan to be designated to the construction of this Connector road; and

WHEREAS, the Commonwealth Transportation Board approved the remainder of funding necessary to complete the connector road to be awarded to Albemarle County through the Smart Scale program based on Albemarle County's 2016 Grant application; and

WHEREAS, the Virginia Department of Transportation worked extensively with Albemarle County staff, Albemarle County Schools Division, and the developer of Brookhill on the proposed alignment of the connector road; and

WHEREAS, the Virginia Department of Transportation received public comments on the preliminary design and alignment at advertised Public Hearings on October 9, 10, and 11, 2018; and

WHEREAS, the public comments received by the Virginia Department of Transportation supported the proposed alignment of the new connector road.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors hereby fully endorses and supports the proposed alignment as presented by the Virginia Department of Transportation for the Rio Mills to Berkmar Drive Connector; and

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby respectfully requests the Commonwealth Transportation Board to approve the proposed alignment for design and construction.

I, Claudette K. Borgerson, do hereby certify that the foregoing writing is a true and correct copy of a Resolution duly adopted by the Board of Supervisors of Albemarle County by a vote of six to zero, as recorded below, at a meeting held on July 17, 2019.

Claudette K Borgerson
Clerk, Board of County Supervisors

	Aye	Nay
Mr. Dill	Y	____
Mr. Gallaway	Y	____
Ms. Mallek	Y	____
Ms. McKeel	Y	____
Ms. Palmer	Y	____
Mr. Randolph	Y	____

Original Proffers _____
Amendment ___X____

Brookhill

PROFFER STATEMENT

Date: April 18, 2019
ZMA No. 201800011 Brookhill
Tax Map and Parcel Number(s): **04600-00-00-018A0, 04600-00-00-01800, 04600-00-00-019A1, 04600-00-00-019A2, 04600-00-00-019B1, 04600-00-00-019B3, and 04600-00-00-019B4**
Tax Map and Parcel Number(s) High School Site: 04600-00-00-018B0 and 04600-00-00-018D0

This proffer statement shall amend and supersede the original proffer statement for Brookhill, ZMA 201500007, approved on November 9, 2016.

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; CRAFTON CORPORATION, a VIRGINIA CORPORATION AND BROOKHILL APARTMENTS, LLC**

Approximately **277.5** acres zoned **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; BROOKHILL APARTMENTS, LLC** is the owner of Tax Map Parcel **04600-00-00-019B1; and CROCKETT CORPORATION** is the owner of Tax Map Parcels **04600-00-00-019A1, 04600-00-00-019A2, 04600-00-00-019B3, and 04600-00-00-019B4;** 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 September 16, 2016 (the "Application Plan"), and a Code of Development entitled the "Brookhill Neighborhood Model Code of Development," approved on November 9, 2016 by the Albemarle County Board of Supervisors and revised for variations #1 and #2 on September 5, 2018 (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 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. <u>Transportation Improvements.</u>

A. <u>Polo Grounds Road Improvements</u>. 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. Owner shall begin construction of Phase I, as

depicted on the Figure A, Brookhill Traffic Phasing Plan ("Traffic Phasing Plan"), prior to the issuance of a building permit ("Permit") for the first (1st) dwelling within the Project, and the Phase I Polo Grounds Road Improvements shall be substantially completed prior to issuance of either i) a Permit for the fiftieth (50th) dwelling (other than an Assisted Living, nursing home, rest home or convalescent facility) within the Project, or ii) a certificate of occupancy for any units within a multi-family dwelling within the Project. Phase IV, as depicted on the Traffic Phasing Plan, shall be completed prior to issuance of any Permit for a dwelling (other than a multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) 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 determined to be substantially completed by: i) the Albemarle County Engineer, or its designee, or ii) when they are constructed, inspected and the VDOT construction bond is released, or iii) a VDOT official otherwise confirms that they are substantially complete.

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 substantially completed prior to issuance of either i) a Permit for the fiftieth (50th) dwelling (other than an Assisted Living, nursing home, rest home or convalescent facility) within the Project or ii) a certificate of occupancy for any units within a multi-family dwelling within the Project, whichever occurs first. 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 determined to be substantially completed by: i) the Albemarle County Engineer, or its designee, or ii) when they are constructed, inspected and the VDOT construction bond is released, or iii) a VDOT official otherwise confirms that they are substantially complete.

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 substantially completed prior to: i) the issuance of the five hundredth (500th) Permit for a dwelling (other than a multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) or ii) the issuance of the eight hundredth (800th) Permit for any dwelling type within the Project, whichever first occurs. 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 Phase I 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. The Ashwood Boulevard Connection shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee or ii) when it is constructed, inspected and VDOT has accepted the Ashwood Connection for dedication, or iii) a VDOT official otherwise confirms that they are substantially complete.

D. Rio Mills Road Connection. Within six (6) months 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 road connection, including right-of-way and granting of easements, from Rio Mills Road to the Berkmar Drive Extension in the approximate location shown on Exhibit D, Rio Mills Roadway Connection ("Rio Mills Road Connection").

Substantial completion of the Rio Mills Road Connection by VDOT is anticipated prior to December 31, 2023. If VDOT is unable to complete the Rio Mills Road Connection by December 31, 2023 and permission is granted to the Owner by VDOT and the County, the Owner shall be responsible for the construction the Rio Mills Road Connection pursuant to road plans approved by VDOT, in the approximate location shown on Exhibit D, Rio Mills Roadway Connection ("Rio Mills Road Connection"). The Rio Mills Road Connection, if constructed by the Owner, shall be substantially completed prior to December 31, 2027. The Rio Mills Road Connection shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee or ii) when it is constructed, inspected and VDOT has accepted the Rio Mills Connection for dedication, or iii) a VDOT official otherwise confirms that they are substantially complete.

The Credit for In-Kind Contributions, as referenced in Proffer 6, shall be increased to $31,086,662.86 if the Owner completes the construction of the Rio Mills Road Connection.

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 equal to or better than the current transit stops for Charlottesville Area Transit (CAT). 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 CAT, a regional transit authority, or other provider of transit service selected by the County, 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. Once the roads are completed and dedicated for public use the Owner shall no longer have the authority or responsibility to regulate traffic thereon.

H. Road Improvements, Generally. The road improvements listed in paragraph 1C (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.

I. Polo Grounds Road Railroad Overpass. Within ninety (90) days after the request by the County and the approval by VDOT, Owner shall cause to be installed, at Owners expense, a traffic signal at the Polo Grounds Road and Norfolk Southern Railroad Overpass. 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 so requested, (or VDOT has not approved the traffic signal within that time period) the Owner shall be relieved of any obligation to install a traffic signal.

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 substantially completed prior to issuance of the five hundredth (500th) Permit for a dwelling (other than a Multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) within the Project. The Trail Network shall be determined to be substantially completed by the Albemarle County Engineer, or its designee.

Upon written request by the County, but not prior to the issuance of the five hundredth (500th) Permit for a 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.

B. 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. <u>Cash Proffer for Capital Improvements Projects.</u>

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 Seven Thousand Three Hundred and Thirty-three and 18/100 Dollars ($7,333.18) 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 Five Thousand Four Hundred and Forty-seven and 57/100 Dollars ($5,447.57), 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 Seven Thousand Four Hundred Nineteen and 91/100 Dollars ($7,419.91), 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. <u>Affordable Housing.</u>

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. <u>For-Sale Affordable Housing Units</u>. 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-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 proceeding calendar year in the Marshall and Swift Building Cost Index for masonry walls in the Mid-Atlantic ("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 $7,333.18 x 2017 MSI/2016 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 Seven Thousand Three Hundred Thirty-three and 18/100 Dollars $7,333.18 per single family detached Market Rate Unit and Five Thousand Four Hundred Forty-seven and 57/100 Dollars $5,447.57 per single family attached Market Rate Unit and Seven Thousand Four Hundred Nineteen and 91/100 Dollars $7,419.91 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. <u>Credit For In-Kind Contributions</u>.

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, iii) the Polo Grounds Road Improvements, iv) Route 29 Intersection Improvements, v) Ashwood Boulevard Connection, and vi) the Trail Network, (collectively referred to as the "In-kind Contribution"). The In-Kind Contribution amount shall be $28,336,662.00. 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. <u>Elementary School Site</u>.

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 (1st) 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, as shown on Figure E: Brookhill School Sites Exhibit and labeled "Elementary School Site" (the " Elementary School Site"). The Elementary School site shall not be less than seven (7) acres, and shall abut a publicly-dedicated right of way. 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 according to standards of the County School Division's Building

Services Department. 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.

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 use as the County may determine suitable, of not less than fifty (50) 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.

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).

B. Cemetery Delineation. Owner shall i) delineate any cemeteries encountered within the Project on the site plan or subdivision plat for the area to be developed which contains such cemetery or cemeteries, and ii) submit a treatment plan for any such cemetery for approval by the County Director of Community Development, or its designee at the plan or plat review.

C. Greenway Area Woodlands Camp. There shall be no land disturbance by Owner or by any of its licensees, or successors of the Woodlands Camp located in the Greenway Area and identified in the Phase I Historic Resources Study for the Project.

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.

[Signature Pages to Follow]

WITNESS the following signature:

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

By: _____
CHARLES R. HAUGH

By: _____
ELIZABETH ANN OGLESBY HAUGH

Date: May 8, 2019

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

By: _____
CHARLES R. HAUGH, TRUSTEE

By: _____
DOUGLAS B. OGLESBY, TRUSTEE

Date: 5-8-19

OWNER of Tax Map Parcel 04600-00-00-019B4, 04600-00-00-019B3, 04600-00-00-019A1, 04600-00-00-019A2:
CROCKETT CORPORATION, a Virginia corporation

By: Ann O. Haugh, President
Ann O. Haugh, Its President

Date: May 8, 2019

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

By: Ann O. Haugh, President
Ann O. Haugh, Its President

Date: May 8, 2019

OWNER of Tax Map Parcel 04600-00-00-018D0:
CRAFTON CORPORATION, a Virginia corporation

By: Ann O. Haugh, President
Ann O. Haugh, Its President

Date: May 8, 2019

OWNER of Tax Map Parcel 04600-00-00-019B1:
BROOKHILL APARTMENTS, LLC, a Virginia limited liability company

By: CDG Holdings, LLC, Managing Member
By: Haystack Corporation, Manager

By: _____
Andrew E. McGinty, Its President

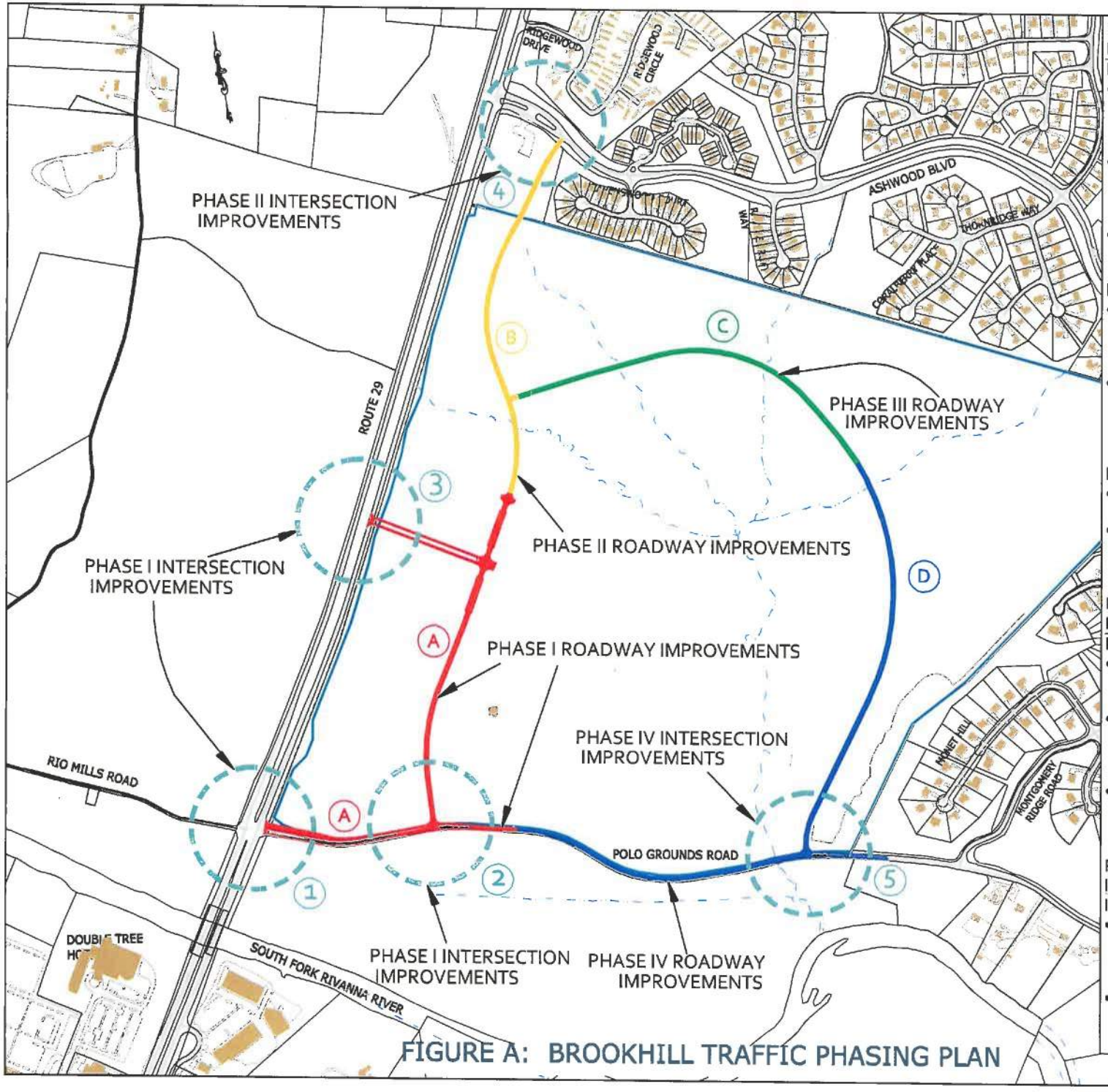
Date: 5/23/2019

BROOKHILL INVESTMENTS, LLC, a Virginia limited liability company (Contract Purchaser)

By: River Bend Management, Inc., Manager

By: _____
Alan R. Taylor, Its President

Date: 5/24/19



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. THI 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.

ROUTE 29

PROPOSED SALAMANDER CROSSING (3 TOTAL)

2' INVERTED RETAINING WALL AND CULVERT HEAD WALL SYSTEM

POLO GROUNDS ROAD

SALAMANDER CROSSING

SALAMANDER CROSSING

SALAMANDER CROSSING

SALAMANDER TUNNEL

FIGURE B: POLO GROUNDS ROAD SALAMANDER CROSSING EXHIBIT

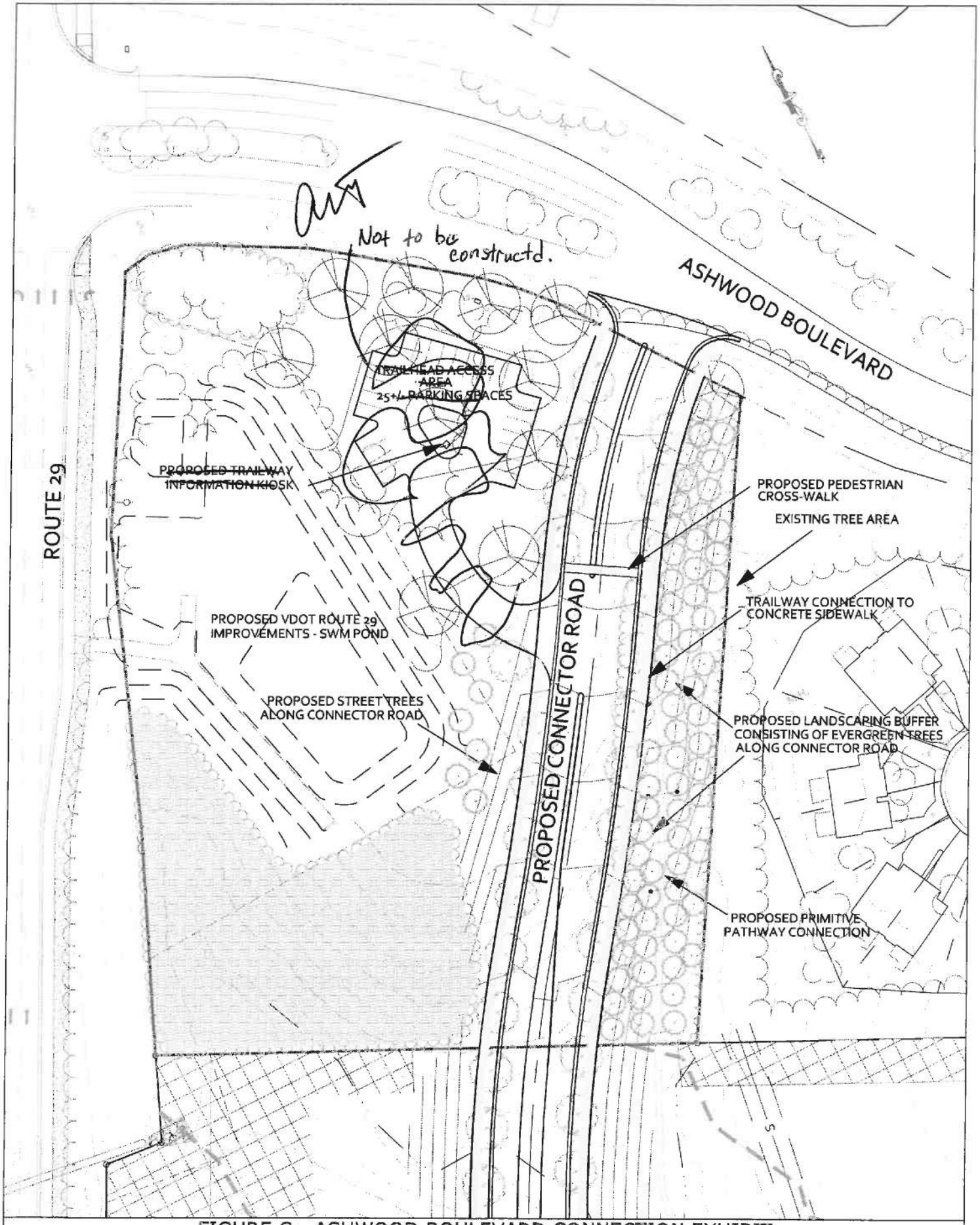


FIGURE C: ASHWOOD BOULEVARD CONNECTION EXHIBIT

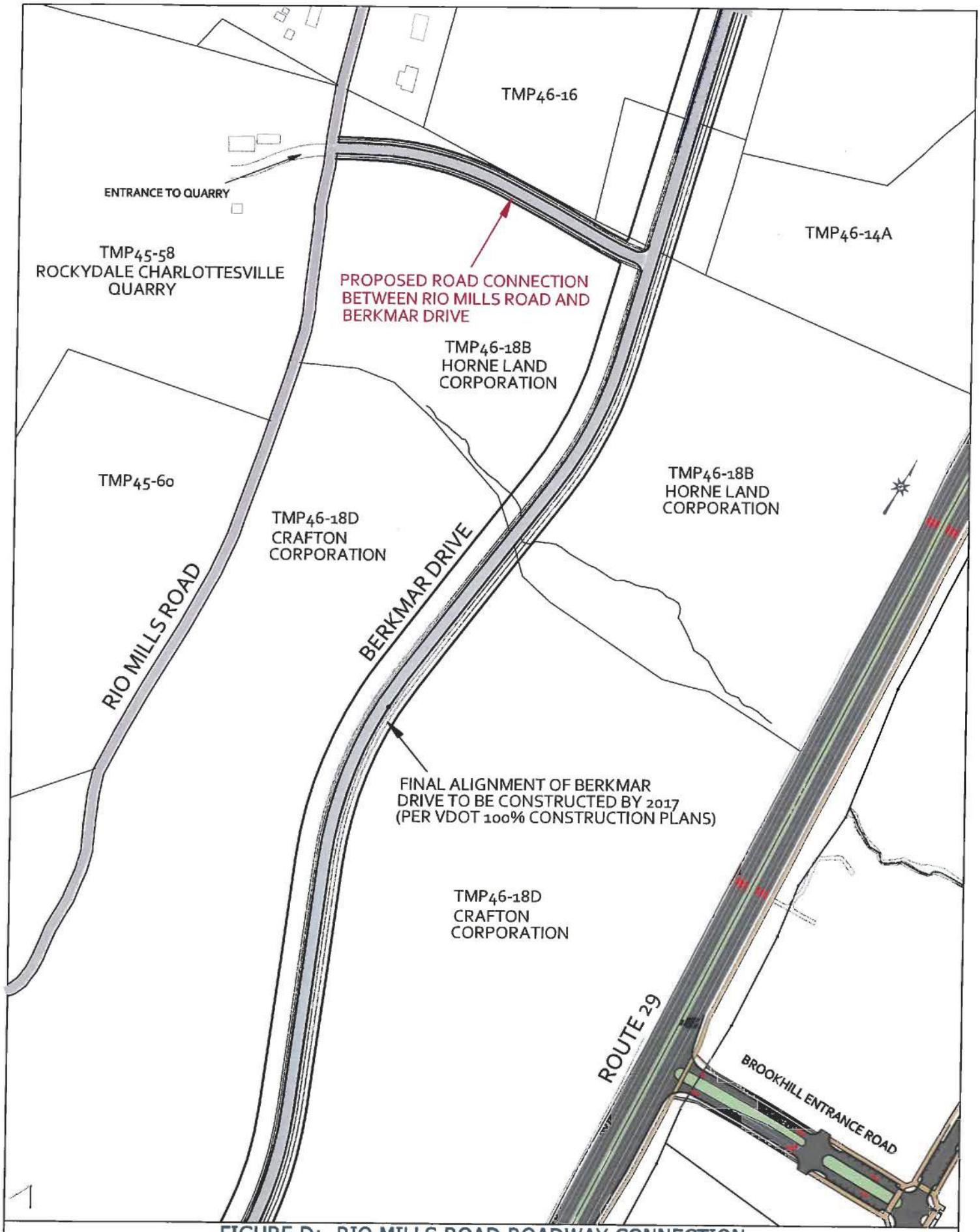


FIGURE D: RIO MILLS ROAD ROADWAY CONNECTION

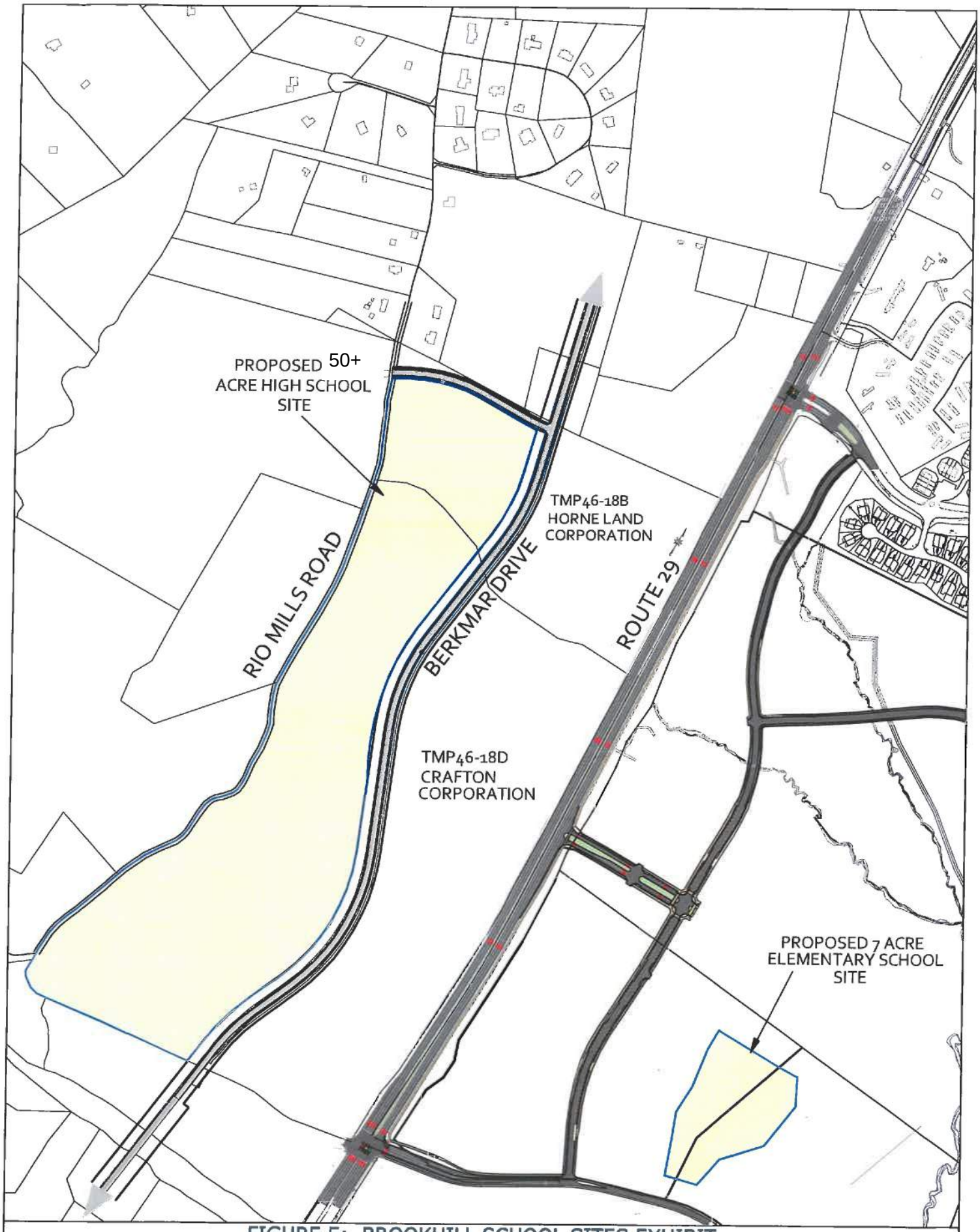


FIGURE E: BROOKHILL SCHOOL SITES EXHIBIT

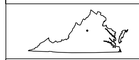
Virginia Department of Transportation

PLAN AND PROFILE

RIO MILLS ROAD / BERKMAR DRIVE EXTENDED CONNECTION

SHEET NO. 3

Project Location



North Arrow & Scale

N

SCALE 0 25' 50' 75' 100'

Legend

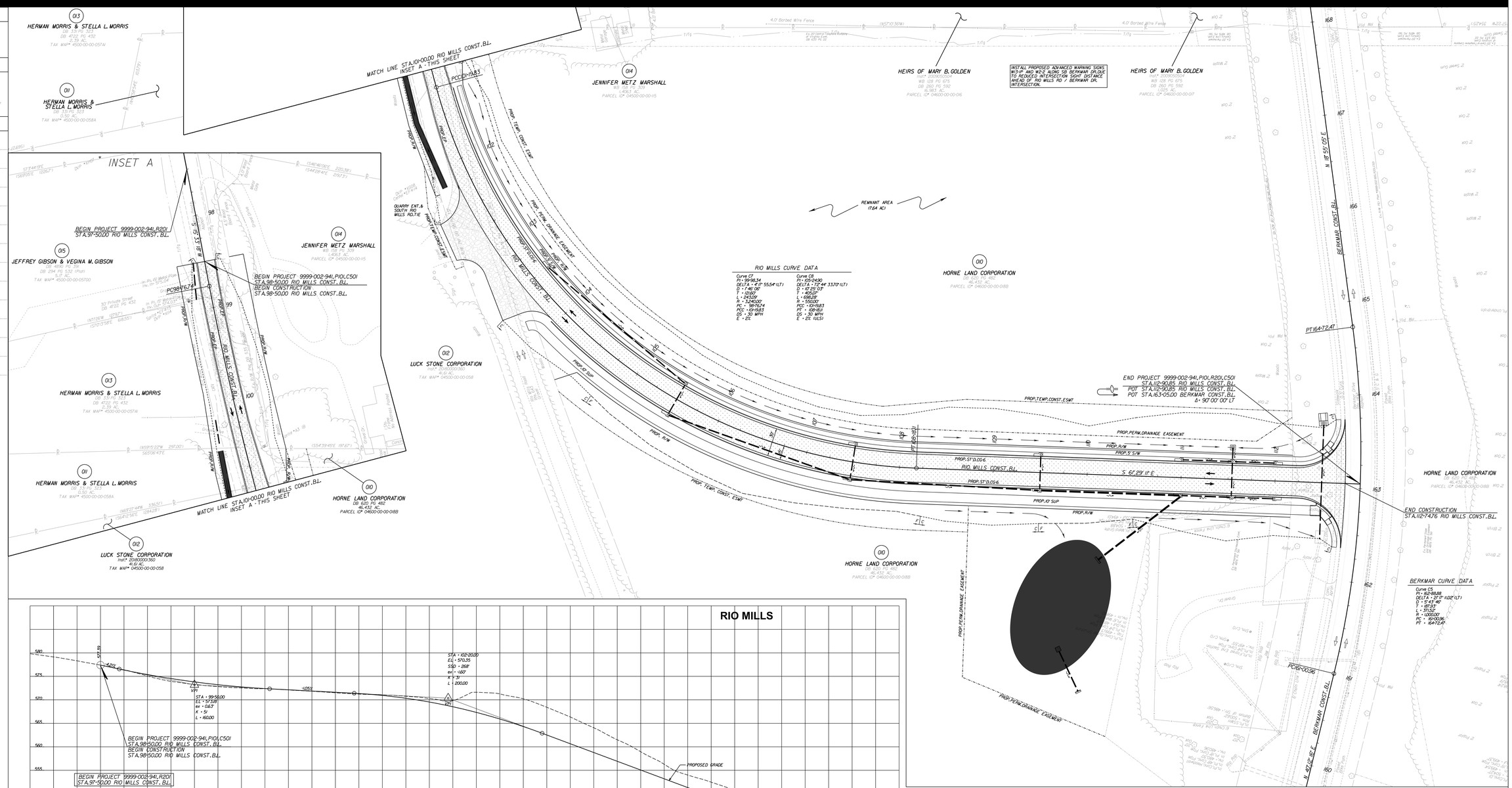
- Proposed Full Depth Pavement
- Proposed Gravel
- Demolition of Pavement
- Proposed Limits of Construction - Cut
- Proposed Limits of Construction - Fill
- Potential Stormwater Management Basin
- Proposed Right of Way
- Proposed Permanent Easement
- Proposed Temporary Construction Easement
- Existing Right of Way
- Existing Prescriptive Easement
- Existing Easement
- Property Line

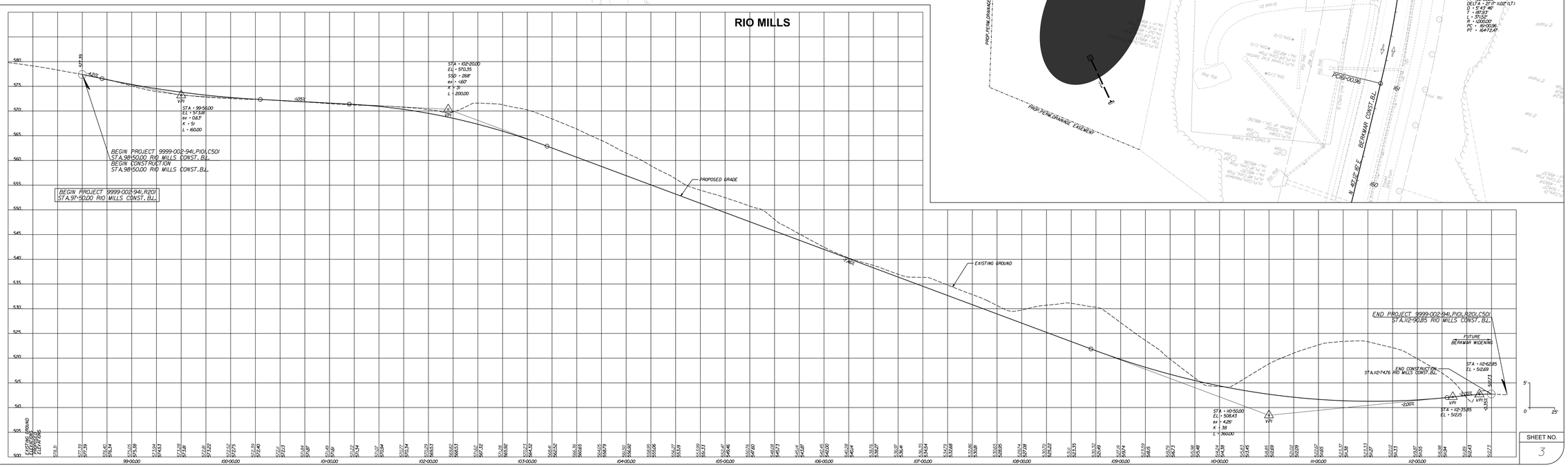
REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
Utility Owners	IE
Construction Alignment Data	IF(1)-IF(2)

RFP PLANS
For Information Only
Addendum #1
DATE: 2/7/18

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

ADDITIONAL EASEMENTS FOR UTILITY RELOCATIONS MAY BE REQUIRED BEYOND THE PROPOSED RIGHT- OF-WAY SHOWN ON THESE PLANS.





Contact Information

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Project Manager
Virginia Department of Transportation
701 VDOT Way
Charlottesville, Va 22911

Comments may also be sent to:
Harold.Jones@VDOT.Virginia.gov

Rio Mills Rd. / Berkmar Dr. Extended Connection
Albemarle County, Virginia

9999-002-941, P101, R201, C501
UPC 109397

These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way. Additional easements for utility relocations may be required beyond the proposed right-of-way shown on these plans.

Imagery Courtesy of the Commonwealth of Virginia copyright 2009/2010.

SHEET NO. 3