Original Proffers _____ Amendment ___X____

# PROFFER STATEMENT

ZMA No. ZMA202600__

Tax Map and Parcel Number(s): 032000000020A0, 032000000020A1, 032000000020A2, 032000000020A3, 032000000020A4, 032000000020A6, 032000000020A7, 032H00000000F0, 032000000022K0, 032000000022P0, 032000000023E1, 032000000023E3, 032000000023R4, 032000000023R5, 032H0000010700

Owner(s) of Record: CWH Properties Limited Partnership (032000000020A0, 032000000020A1, 032000000020A2, 032000000020A3, 032000000020A4, 032000000020A6, 032000000020A7)

North Pointe Charlottesville LLC (032H00000000F0, 032000000023E1, 032000000023E3, 032000000023R4, 032000000023R5, 032H0000010700)

Neighborhood Investments - NP LLC (032000000022K0)

Neighborhood Investments LLC (032000000022P0)

Date of Proffer Signature: January __, 2026

Approximately 152.532 acres remaining zoned Planned Development - Mixed Commercial.

CWH Properties Limited Partnership is the owner of Tax Map and Parcel Numbers 032000000020A0, 032000000020A1, 032000000020A2, 032000000020A3, 032000000020A4, 032000000020A6, and 032000000020A7; North Pointe Charlottesville LLC is the owner of Tax Map and Parcel Numbers 032H00000000F0, 032000000023E1, 032000000023E3, 032000000023R4, 032000000023R5, and 032H0000010700; Neighborhood Investments - NP LLC is the owner of Tax Map and Parcel Number 032000000022K0; and Neighborhood Investments LLC is the owner of Tax Map and Parcel Number 032000000022P0. The respective parties are collectively referred to herein as the "Owner," which term shall include any successors in interest, and all parcels referred to herein are, collectively, the "Property." The Property is subject to rezoning application ZMA No. ZMA2000009, as amended by ZMA No. ZMA201300007 (ZMA 1st Amendment), as further amended by ZMA No. ZMA202300007 (ZMA 2nd Amendment) (collectively, the "Original ZMA"), a project known as "North Pointe" (the "Project").

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 approved

by Albemarle County. These conditions are proffered as a part of the requested rezoning and the Owner acknowledges that the conditions are reasonable.

In all respects, the proffers associated with this ZMA 3rd Amendment supersede the proffers associated with the Original ZMA.

## I. INTENTIONALLY DELETED.

## II. ENTRANCE CORRIDOR

2.1 **Creation of a 40-Foot Buffer along the Entrance Corridor**. Within six (6) months after the acceptance by the Virginia Department of Transportation ("VDOT") of the road improvements set forth in Section 5.3.1(c) that are along the northbound lanes of U.S. Route 29, Owner shall plant and thereafter maintain at all times a minimum 40-foot wide continuous landscaped buffer, including hedgerows, along the Entrance Corridor frontage parcels owned by Owner, as generally shown on the NORTH POINTE CONSERVATION EXHIBIT attached hereto (the "Buffer"). The Buffer shall be subject to Albemarle County Architectural Review Board ("ARB") review and approval. The Buffer shall be located entirely on the Owner's property. In the event VDOT at any time in the future reduces any portion of the Buffer located on VDOT property, the Owner shall compensate for such reduction by extending the Buffer on Owner's property in order to maintain a minimum 40-foot Buffer, even if such compensation shall require the removal of parking adjacent to such Buffer. Owner shall provide a plan to the ARB showing: (a) areas where the Buffer has already been established or approved; (b) areas where the Buffer remains to be established; and (c) existing edge conditions where the Buffer remains to be established. A detailed buffer landscape plan shall be included with each initial site plan submittal that affects Entrance Corridor frontage.

2.2 **Appearance of Storm Water Management ("SWM") Facilities.** Any site plan or development plan submitted for approval that includes one or more SWM facilities within the Entrance Corridor shall include and depict appropriate landscaping and aesthetic treatments to ensure compatibility with the Entrance Corridor character. Such depiction of the SWM facilities and associated landscaping and aesthetic treatments shall be subject to ARB review and approval during the site plan review process, prior to final site plan approval.

## III. INTENTIONALLY DELETED.

## IV. INTENTIONALLY DELETED.

## V. TRANSPORTATION

5.1 Deleted.

5.2 **Timing of Completion for Internal Streets**. Before issuance of certificates of occupancy, Owner shall complete the segments of an internal street within the Project which serves the building or residence for which a certificate of occupancy is sought with at least the stone base and all but the final layer of plant-mix asphalt.

5.3 **Road Improvements**. Owner shall design and construct all the road improvements deemed necessary by the County or VDOT to provide access to residential subdivisions or commercial areas. In addition, a "Road Network" as generally shown on the NORTH POINTE ROAD EXHIBIT attached hereto will be built as required to serve the various residential and commercial areas and connect to the existing public roads. The offsite improvements will generally conform to the "Traffic Impact Analysis for North Pointe" dated August 2025 by DRMP, Inc. ("Traffic Analysis").

5.3.1 **Design and Phasing.** All road improvements shall be designed and phased as follows:

*Design*. In addition to the road improvements already constructed in the portions of the Project under development, all future road improvements shall be shown on detailed road plans satisfying VDOT design standards which shall be submitted by the Owner for review and, when satisfactory, approved by VDOT and the County.

*Phasing*. The road improvements shall be constructed and completed as set forth below:

(a) 15,000 Vehicles Per Day – Southeast Residential Improvements. The following road improvements, all as referenced in the Traffic Analysis and within the area designated as "Southeast Residential Improvements – 15K VPD" on the NORTH POINTE ROAD EXHIBIT, shall be constructed and completed before the Project reaches 15,000 vehicles of cumulative daily trip generation, calculated pursuant to Section 5.3.7:

(i) U.S. Route 29 at Airport Road/Proffit Road. (A) restriping or widening of the southbound approach of U.S. Route 29 to provide dual left turn lanes each providing a minimum of 275 feet of storage with appropriate deceleration and taper; (B) construction of a second receiving lane eastbound on Proffit Road; (C) construction of an exclusive right turn lane on the westbound approach of Proffit Road providing a minimum of 100 feet of storage with appropriate deceleration and taper; (D) conversion of the existing exclusive right turn lane on the northbound approach of U.S. Route 29 to a shared through-right turn lane; (E) construction of a southbound left turn lane onto Proffit Road;

(ii) Continuation of Cliffstone Boulevard. construction of Cliffstone Boulevard to Leake Square/Proffit Road; and

(iii) Proffit Road at Worth Crossing/Leake Square. construction of a single-lane roundabout with an eastbound right turn slip lane and appropriate approach modifications at the intersection of Leake Square and Proffit Road that can accommodate large vehicles (wb-62) (the "Leake Square/Proffit Road Roundabout"). Owner shall construct the Leake Square/Proffit Road Roundabout as warranted and approved by the County and VDOT, provided off-site public right-of-way required for construction of those intersection improvements is acquired by the County or VDOT. The roundabout design shall include appropriate bicycle and pedestrian infrastructure and be coordinated with any future bowtie intersection improvements at U.S. Route 29/Proffit Road/Airport Road

intersection as recommended by the County's Transportation Planning division. In connection with such acquisition, Owner shall make a cash contribution, post a certificate of deposit, or provide a letter of credit in a form approved by the County Attorney for such purpose in the amount as deemed necessary for the property acquisition by the County Attorney, provided that such amount shall not exceed one hundred fifty percent (150%) of the County's fair market value appraisal prepared for acquisition and condemnation purposes. The total cost of the right-of-way acquisition for the off-site property necessary to construct those improvements shall include the normal costs associated with acquiring land, buildings, structures, easements and other authorized interests by condemnation or by purchase including, but not limited to, land acquisition, engineering, surveying, and reasonable attorneys fees. The cash contribution shall be provided by the Owner within thirty (30) days upon request by the County. If the property is acquired by purchase, the contribution for the purchase price shall not exceed one hundred fifty percent (150%) of the County's fair market value appraisal prepared for condemnation purposes without the consent of the Owner. If the cost of the right-of-way acquisition exceeds the amount previously contributed, then the Owner shall reimburse the County all such excess costs within thirty (30) days upon request by the County. The County shall refund to the Owner all excess contributions upon completion of the land acquisition.

(b) 20,000 Vehicles Per Day – Commercial Improvements. The following road improvement, as referenced in the Traffic Analysis and within the area designated as "Commercial Improvements – 20K VPD" on the NORTH POINTE ROAD EXHIBIT, shall be constructed and completed before the Project reaches 20,000 vehicles of cumulative daily trip generation, calculated pursuant to Section 5.3.7: construction of the South Site Driveway connector to Cliffstone Boulevard.

(c) 25,000 Vehicles Per Day – Commercial Improvements. The following road improvements, all as referenced in the Traffic Analysis and within the area designated as "Commercial Improvements – 25K VPD" on the NORTH POINTE ROAD EXHIBIT, shall be constructed and completed before the Project reaches 25,000 vehicles of cumulative daily trip generation, calculated pursuant to Section 5.3.7:

(i) U.S. Route 29 North at Airport Road/Proffit Road. (A) construction of a third through lane northbound on U.S. Route 29 between Airport Road/Proffit Road and the Airport Acres Road median break/South Site Driveway;

(ii) U.S. Route 29 North at South Site Driveway. (A) construction of a third through lane northbound on U.S. Route 29 between the South Site Driveway and the North Site Driveway; (B) restriping of the existing pavement northbound on U.S. Route 29 to provide dual right turn lanes on the westbound approach of the South Site Driveway; (C) signalization at the intersection of U.S. Route 29 North and the South Site Driveway, when warranted and approved by VDOT;

(iii) U.S. Route 29 North at North Site Driveway. (A) construction of a third through lane northbound on U.S. Route 29 and carry an appropriate distance north of the intersection of U.S. Route 29 North and the North Site Driveway before tapering

back to two through lanes northbound; (B) restriping of the existing pavement northbound on U.S. Route 29 to provide dual right turn lanes on the westbound approach of the North Site Driveway; (C) signalization at the intersection of U.S. Route 29 North and the North Site Driveway, when warranted and approved by VDOT;

(iv) U.S. Route 29 South at North Site Driveway. (A) signalization at the intersection of U.S. Route 29 South and the North Site Driveway, when warranted and approved by VDOT;

(iv) U.S. Route 29 South at Median Break. (A) construction or restriping of a second left turn lane to provide dual u-turn lanes on the northbound approach of U.S. Route 29 each providing a minimum of 200 feet of storage; and (B) signalization at the intersection of U.S. Route 29 South and the median break, when warranted and approved by VDOT.

5.3.2 Except as referenced in Section 5.3.1(a)(iii) above, all construction of offsite improvements described in Section 5.3.1 are subject to VDOT or the County obtaining any needed right-of-way over and above the right-of-way owned in fee simple by the Owner. Owner shall extend the pedestrian and bike improvements along Leake Square to connect with the intersection improvements at Proffit Road. Owner shall make reasonable efforts to secure necessary right-of-way from adjacent property owners. If right-of-way cannot be secured within 180 days of the County's request, the County may acquire the necessary right-of-way through its standard acquisition procedures, and Owner shall contribute to such acquisition costs as provided in Section 5.3.1(a)(iii) above.

5.3.3 Notwithstanding Section 5.3.1, or anything else to the contrary in this ZMA 3rd Amendment, if prior to the applicable triggering event specified in Section 5.3.1(a) through (c) above, a County or VDOT project has been funded and scheduled for construction that includes such improvements or substantially similar improvements that address the same traffic impacts raised in the Traffic Analysis, and the County Engineer confirms in writing that such project obviates the need for Owner to construct the applicable improvements, then Owner's obligation hereunder pursuant to the applicable improvement shall be deemed satisfied in full.

5.3.4 Prior to the approval of plans for improvements at any U.S. Route 29 intersection that would include a traffic signal, if requested by VDOT, Owner shall provide traffic signal network timing plans that VDOT finds acceptably address the impacts of the proposed traffic signals for peak traffic periods.

5.3.4 **Regional Transportation Study; Cash Contribution**. **THIS $100,000 PROFFER PAYMENT TO THE COUNTY HAS BEEN SATISFIED.**

5.3.5 Right-of-Way and Design Coordination. Prior to final design of improvements at the U.S. Route 29/Proffit Road/Airport Road intersection, Owner shall coordinate with the County and VDOT to evaluate available right-of-way and determine appropriate design solutions that accommodate required vehicular improvements while incorporating appropriate bicycle and pedestrian infrastructure. If additional right-of-way is determined to be necessary for such

improvements, the acquisition procedures and cost-sharing mechanisms set forth in Section 5.3.1(a)(iii) shall apply.

5.3.6 Traffic Signal Coordination. Prior to installation of traffic signals at any U.S. Route 29 intersection pursuant to this Section 5.3, Owner shall coordinate with the County's Transportation Planning division and VDOT to evaluate signal spacing, timing, and operational impacts along the U.S. Route 29 corridor, and shall implement such signal timing modifications and coordination measures as may be reasonably required to optimize traffic flow and safety.

5.3.7 Traffic Impact Analysis Updates and Trip Generation Thresholds. Together with the development of any Development Area within the Property, Owner shall calculate the cumulative daily trip generation of all completed development within the Project using the trip generation rates established in Table 4 of the Traffic Analysis. For purposes of this calculation, each completed land use shall be assigned the daily trip generation rate specified in said Table 4 (e.g., each single-family detached housing lot shall be deemed to add approximately 9.32 daily trips, calculated as 2,508 total trips for 269 single-family detached lots). Upon completion of development within any Development Area that causes the aggregate calculated daily trip generation from all completed development within the Project to reach or exceed (a) first, ten thousand (10,000) daily trips added to the roadway network; (b) second, fifteen thousand (15,000) daily trips added to the roadway network; and (c) third, twenty thousand (20,000) daily trips added to the roadway network, Owner shall, within ninety (90) days of reaching each milestone, commission an updated Traffic Impact Analysis to be prepared by a qualified traffic engineer and submitted to VDOT and the County for review. Such updated Traffic Impact Analysis shall evaluate current traffic conditions of the roadway network, project conditions based on remaining planned development, and recommend any additional roadway improvements necessary to maintain acceptable traffic operations. Owner shall construct any roadway improvements recommended by such updated Traffic Impact Analysis to be constructed by Owner, to the extent such improvements are required by VDOT and/or the County and are consistent with applicable VDOT design standards and County ordinances. The timing for construction of any such additional improvements shall be as reasonably determined by VDOT and the County, taking into consideration the remaining development schedule of the Project and traffic operational needs of the roadway network.

## VI. INTENTIONALLY DELETED.

## VII. INTENTIONALLY DELETED.

## VIII. PUBLIC INFRASTRUCTURE AND FACILITIES PROFFERS

8.1 **Deleted.**

8.2 **Affordable Housing**. Subject to the terms and conditions of this Section 8.2, the Owner shall provide in the Project, including units completed or under development, a minimum of two-hundred seventeen (217) affordable dwelling units, representing at least thirteen and one-half percent (13.5%) of the maximum one thousand six hundred (1,600) dwelling units in the Project. Pursuant to the Original ZMA, the Owner originally committed to provide one hundred

ten (110) affordable dwelling units in the Project, representing at least twelve and three-tenths percent (12.3%) of the original maximum 893 dwelling units in the Project. Pursuant to this ZMA 3rd Amendment, the Owner is committing to provide an additional one hundred seven (107) affordable dwelling units in the Project, representing over fifteen percent (15%) of the seven hundred seven (707) additional dwelling units being added to the Project pursuant to this ZMA 3rd Amendment.

Of the Original ZMA 110 affordable dwelling units, sixty-one (61) affordable dwelling units are completed or under development. Of the remaining forty-nine (49) affordable dwelling units, twenty-five (25) of such affordable dwelling units are assigned to Tax Map and Parcel Number 032000000022K0 and/or Tax Map and Parcel Number 032000000022P0 (collectively, the "Neighborhood Investments Portion"). The remaining twenty-four (24) of such affordable dwelling units may be developed on any portion of the Property in the Owner's sole discretion, subject to the provisions of this ZMA 3rd Amendment.

Of the 107 new affordable dwelling units being added to the Project pursuant to this ZMA 3rd Amendment twenty-five (25) of such affordable dwelling units are assigned to the Neighborhood Investments Portion, none of which are completed or under development as of the date hereof. The remaining eighty-two (82) of such new affordable dwelling units may be developed on any portion of the Property in the Owner's sole discretion, subject to the provisions of this ZMA 3rd Amendment, none of which are completed or under development as of the date hereof.

Development of the remaining one hundred fifty-five (156) affordable dwelling units (49 remaining under the Original ZMA plus 107 under this ZMA 3rd Amendment) will proceed, until satisfied proportionately to the development of the remaining one thousand fifty-seven (1,053) total dwelling units. Accordingly, 14.81% (the quotient of 156 remaining affordable dwelling units over 1,053 remaining total dwelling units) of newly developed dwelling units in each residential block (as set forth in the Application Plan) shall be affordable dwelling units. Notwithstanding anything to the contrary in this Section 8.2, and without limitation to the Application Plan, the Owner shall have complete discretion to determine whether affordable dwelling units are provided in the Property as for-sale units, for-rent units, or any combination thereof, and whether such units are constructed as part of market-rate buildings or as standalone affordable housing developments.

(a) Multi-Family and "Other" For-Sale Affordable Units. For any affordable dwelling units in the Project that constitute multi-family and "other" for-sale affordable dwelling units ("other" consisting of townhouses, zero lot line lots, duplexes, attached housing, condominiums in the commercial areas and other unidentified housing types), such affordable units shall be affordable to households with incomes less than eighty percent (80%) of the area median household income (the "Affordable Unit Qualifying Income"), such that the housing costs consisting of principal, interest, real estate taxes and homeowners insurance (PITI) do not exceed thirty percent (30%) of the Affordable Unit Qualifying Income, provided, however, that in no event shall the selling price of such affordable units exceed the sales price "Available for First-Time Homebuyers Only" for the Charlottesville area as published by the Virginia Housing Development Authority ("VHDA").

(b) DELETED, THIS PROFFER HAS BEEN SATISFIED.

(c) For-Rent Affordable Units. For a period of five (5) years following the date the certificate of occupancy is issued by the County for any affordable dwelling units in the Project that constitute for-rent affordable units, 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"), such units shall be rented to households with incomes less than the Affordable Unit Qualifying Income. No for-rent affordable unit may be counted more than once towards the number of for-rent affordable dwelling units required by this Section 8.2.

(i) Conveyance of Interest. All deeds conveying any interest in any for-rent affordable units during the Affordable Term shall contain language reciting that such unit is subject to the terms of this Section 8.2(c). 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 Section 8.2(c). 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 Section 8.2(c)(i) have been satisfied.

(ii). Annual Reporting. During the Affordable Term and within ninety (90) days following the end of each calendar year, the then-current owner shall provide to the Albemarle County Housing Office a certified annual report of all for-rent affordable units for the immediately preceding year in a form and substance reasonably acceptable to the County Housing Office. Subject to all federal, state and local housing laws, and upon reasonable notice during the Affordable Term, the then-current Owner shall make available to the County at the then-current Owner's premises, if requested, any reports, copies of rental or lease agreements, or other data pertaining to rental rates as the County may reasonably require.

(d) Deleted.

(e) Deleted.

(f) All purchasers of any for-sale affordable units shall be approved by the Albemarle County Housing Office or its designee. The subsequent owner/builder shall provide the County or its designee a period of ninety (90) days to identify and prequalify an eligible purchaser for the affordable unit. The ninety (90)-day period shall commence upon written notice from the then-current owner/builder that the unit(s) will be available for sale. If the County or its designee does not provide a qualified purchaser who executes a contract of purchase during this ninety (90)-day period, the then-current owner/builder shall have the right to sell the unit(s) without any restriction on sales price or income of the purchaser(s), provided, however, that any unit(s) sold without such restriction shall nevertheless be counted toward the number of affordable units required to be provided pursuant to this terms of this Section 8.2. The requirements of this Section 8.2 shall apply only to the first sale of each of the affordable units.

(g) The County shall have the right, from time to time, on reasonable notice and subject to all applicable privacy laws, to inspect the records of Owner or any successors in interest for the purposes of assuring compliance with this proffer.

(h) Cash Proffer. **THIS $300,000 PROFFER HAS BEEN SATISFIED.**

## IX. EDUCATIONAL AND OTHER PUBLIC FACILITIES

9.1 **School Site**. Within two hundred seventy (270) days following request by the County, Owner shall dedicate to the County the land shown on the NORTH POINTE ZONING MAP as "Elementary School Site", consisting of approximately 13.50 acres (or a smaller portion of such land in the County's sole discretion) (the "School Lot"). Prior to dedication, the School Lot shall be graded to the maximum extent allowed and compacted by Owner to a minimum of 95% compaction as measured by a standard Proctor test with suitable material for building construction as certified by a professional engineer or as otherwise approved by the County Engineer to establish a fully graded pad site to accommodate an elementary school. The recreational field improvements shall be fine graded to the maximum extent allowed and have topsoil and soil amendments stored on site, and the mains for an underground irrigation system serving the recreational fields shall be installed. Such improvements shall be reasonably equivalent to those existing at the recreational fields at Baker-Butler Elementary School, exclusive of any above ground improvements. Any pedestrian pathways as shown on the perimeter of the School Lot on the NORTH POINTE ZONING MAP shall be reflected on the subdivision plat prepared by Owner creating the School Lot and the pathways shall be installed when the site is graded for the recreation fields. The Owner shall provide all utilities to the School Lot, including water, sewer, electricity, and fiber optic connectivity from U.S. Route 29. Owner shall install conduit and provide connection infrastructure to enable future ACPS fiber service to the School Lot. The School Lot shall be used as a school site, but if the County determines that the School Lot will not be used as a school site, it shall be used by the County for park and recreational purposes serving both the Project and the region. If the County does not request that the School Lot be dedicated by December 31, 2028 (which December 31, 2028 deadline may be extended by written mutual agreement of the Owner and the County), the Owner shall be under no further obligation to dedicate the School Lot for the purpose described herein, but shall, by January 30, 2029, contribute five hundred thousand dollars ($500,000) cash to the County to be used by the County for projects identified in the County's CIP, and in such event the School Lot may be used for other residential purposes. After dedication and before the County uses the School Lot for a school or for park and recreational purposes, and if requested by the County, Owner shall maintain the School Lot until requested by the County to no longer do so, subject to the Owner's right to exclusive use of the School Lot for park and recreational purposes. Such park and recreational purposes shall be only those uses shown on an approved final site plan or subdivision plat for the area that includes the School Lot. Upon being requested by the County, Owner shall cease all use and maintenance of the School Lot and remove all improvements established by Owner that the County requests be removed. The County shall not be obligated to pay Owner for any improvements established by Owner that the County retains. The deed of dedication for the School Lot shall provide that, following dedication and acceptance by the County, the School Lot shall be used solely for public purposes, including but not limited to use as a public school site, park, recreational facility, or other governmental or public institutional use serving the Project and/or

the surrounding area. The School Lot shall not be conveyed, leased, or otherwise transferred by the County to any private, for-profit entity, nor used for private commercial or residential development or any other purpose inconsistent with this Section 9.1. Notwithstanding the immediately preceding sentence, if at any time the County determines that the School Lot will not be used for any public purpose and wishes to dispose of the property, the County shall first offer the School Lot to Owner or Owner's successors or assigns for a purchase price of five hundred thousand dollars ($500,000). Owner shall have ninety (90) days from receipt of written notice of such offer to accept or decline the offer. If Owner declines the offer or fails to respond within the ninety (90) day period, the County may then convey, lease, or otherwise transfer the School Lot to any third party without restriction. If Owner does not exercise its right of first refusal, the restrictions set forth in this Section 9.1 regarding use of the School Lot for public purposes shall no longer apply. The foregoing use and transfer restrictions set forth in this Section 9.1 shall be reflected in the deed of dedication and shall run with the land.

9.2 **Bus Stop Turnoffs, Bus Stop Improvements, and Bus Service**.

(a) Owner shall construct public bus stop turnoffs as directed by the County Traffic Engineer, each in a location mutually acceptable to Owner and the County. The bus stop turnoffs shall be approved with street construction plans for the Project.

(b) Upon the request by the County, Owner shall contribute the total sum of twenty-five thousand dollars ($25,000) cash towards the design and construction of the above ground bus stop improvements such as benches and shelters meeting standards established by the County at each bus stop. If the County does not request the funds, or requests the funds but does not construct the bus stop improvements by three (3) years after completion of the road network that includes the bus stop turnoffs, then subject to matters of force majeure, the unexpended funds shall, in the discretion of the County, either be returned to Owner or applied to a project identified in the County's capital improvements program within or adjacent to the Project that benefits the Project.

(c) Within thirty (30) days after the introduction of regularly scheduled public bus transportation to the Project with service schedule consistent with those of other similar County projects, Owner shall contribute twenty-five thousand dollars ($25,000) cash to the County to be used for operating expenses related to such service, and shall thereafter annually contribute Twenty-Five Thousand Dollars ($25,000) cash to the County to be used for operating expenses related to such continuing service for a period of four(4) additional years, such that the total funds contributed to the County pursuant to this Section 9.2(c) shall not exceed One Hundred Twenty - Five Thousand Dollars ($125,000). If the introduction of public transportation to the Project does not commence by the later of ten (10) years after the Board of Supervisors approves the ZMA 3rd Amendment, or seven (7) years after the date of the issuance of the first certificate of occupancy for the first commercial building within the Project, this Section 9.2(c) shall become null and void.

## X. INTENTIONALLY DELETED

## XI. SIGNATORY

11.1 **Certificate**. The undersigned certify that they are the only owners of the Property, which is the subject of the ZMA 3rd Amendment.

11.2 **The Owner**. These proffers shall run with the Property and each reference to Owner within these proffers shall include within its meaning, and shall be binding upon, Owner's successor(s) in interest and/or the developer(s) of the Property or any portion of the Property.

This Proffer Statement may be signed in counterparts and/or via facsimile with the same full force and effect as if all signatures were original and on one document.

Signatures of All Owners

NORTH POINTE CHARLOTTESVILLE LLC

By: Great Eastern Management Company,
Manager

By: _____

Date: _____ its: _____

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that David G. Mitchell, whose name as Developer & Construction Manager/Assistant Secretary for the Execution of Documents, of Great Eastern Management Company, a Virginia corporation and Manager of North Pointe Charlottesville, LLC, a Virginia limited liability company, is signed to the foregoing ZMA 3rd Amendment bearing the date as of _____, 2026, acknowledged the same before me in my jurisdiction aforesaid on behalf of said limited liability company.

Given under my hand this _____ day of _____, 2026.

My commission expires: _____

_____[SEAL]
Notary Public

CWH PROPERTIES LIMITED PARTNERSHIP

By: Towers Limited Partnership, General Partner

By: Great Eastern Management Company, General Partner

By: _____

Date: _____ its: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that David G. Mitchell, whose name as Developer & Construction Manager/Assistant Secretary for the Execution of Documents of Great Eastern Management Company, a Virginia corporation and General Partner of Towers Limited Partnership, a Virginia limited partnership and General Partner of CWH Properties Limited Partnership, a Virginia limited partnership, is signed to the foregoing ZMA 3rd Amendment bearing the date as of _____, 2026, acknowledged the same before me in my jurisdiction aforesaid on behalf of said partnership.

Given under my hand this _____ day of _____, 2026.

My commission expires: _____

_____[SEAL]
Notary Public

NEIGHBORHOOD INVESTMENTS – NP LLC

By: _____
its: Manager

Date: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that _____, whose name as Manager of Neighborhood Investments – NP, LLC, a Virginia limited liability company, is signed to the foregoing ZMA 3rd Amendment bearing the date as of _____, 2026, acknowledged the same before me in my jurisdiction aforesaid on behalf of said limited liability company.

Given under my hand this _____ day of _____, 2026.
My commission expires: _____

_____[SEAL]
Notary Public

NEIGHBORHOOD INVESTMENTS LLC

By: _____
its: Manager

Date: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that _____, whose name as Manager of Neighborhood Investments, LLC, a Virginia limited liability company, is signed to the foregoing ZMA 3rd Amendment bearing the date as of _____, 2026, acknowledged the same before me in my jurisdiction aforesaid on behalf of said limited liability company.

Given under my hand this _____ day of _____, 2026.
My commission expires: _____

_____[SEAL]
Notary Public