

~~Assessor's Parcel 20-125~~

~~June 4, 2013~~

**DRAFT**

**For Discussion Purposes  
Only**

**PROFFER AMENDMENT STATEMENT**

Applicant: Wakefield Development, LLC ("Applicant")

Representative: Charles W. Payne, Jr., Hirschler Fleischer;  
725 Jackson Street, Ste 200, Fredericksburg, VA,  
(540) 604-2108; Fax (540) 604-2101; email: cpayne@hf-law.com

Project: WHITSON WOODS

Tax Map Parcel: 20-125, containing approximately 17.6367 acres (collectively  
"Property")

~~Whitson Woods~~  
~~DR Horton, Inc., Applicant~~

Address: Generally Located Along Highpointe Boulevard, Stafford County, Virginia

File No. RC17

Current Zoning: R-3

Date: November 20, 2017

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**RECITALS**

WHEREAS, on or about June 18, 2013, the Stafford County, Virginia, Board of Supervisors  
approved rezoning RC1100212, all as more particularly provided in said approval, a copy of which  
is attached hereto and marked as Exhibit A ("Prior Rezoning Approval"); and

WHEREAS, under the Prior Rezoning Approval, the Applicant is authorized to develop no more than 55 single family attached residential dwelling units, all as provided more particularly in the Prior Rezoning Approval; and

WHEREAS, the Applicant desires to amend (minor) the approved proffers under the Prior Rezoning Approval, all as provided more particularly below (“Amended Proffers”).

### General Overview

The Applicant, its successors and assigns, hereby agree that the development of the Property will be in conformance with these Amended Proffers provided herein and being provided pursuant to County Zoning Ordinance, Sections 23-4.6.11, et al., and pursuant to Section 15.2-2303, et seq. of the Code of Virginia (1950) as amended. These Amended Proffers are the only conditions offered in this proffer amendment application, and all prior proffers pertaining to the Property approved under the Prior Rezoning Approval are hereby superseded by these Amended Proffers. The Amended Proffers will be effective only upon the County’s full and final approval of this proffer amendment application, Case No. RC17 \_\_\_\_\_, and expiration of any applicable appeal period.

### PROPOSED PROFFERS

~~DR Horton, Inc. (“the Applicant”), has applied for a rezoning of Assessor’s Parcels 20-125, (the “Property”) to the R-3 Zoning District and hereby proffers that the use and development of the subject property shall be in substantial conformance with the following conditions. In the event the above referenced reclassification is not approved as applied for by the Applicant, the below described proffers shall be withdrawn and are automatically null and void and of no further force and effect.~~

**1. Type and Density of Development** - ~~No~~Except as otherwise provided herein, the Property will be developed in accordance with that certain generalized development plan entitled



“General Development Plan Whitson Woods”, dated October 2017, as last revised October 18, 2017, and prepared by Bowman Consulting, attached hereto and marked as Exhibit B (the “GDP”) and will include no more than 55 single-family attached residential units ~~shall be constructed on the Property. The maximum density, open space, and building height, shall be located and designed in substantial accord with the Generalized Development Plan (GDP), dated February 14, 2013. With the submission of a preliminary subdivision plan application, the applicant agrees to apply for a waiver to eliminate the southern entrance to the property as shown on the GDP,~~

A. For purposes of the final site plan (which will supersede the GDP), proposed parcel lines, parcel sizes, building envelopes and footprints, access points, building sizes, building locations, public road locations, private driveway, road and travel way locations, interparcel connectors, RPAs and wetland areas, utility locations, storm water management facilities, and dimensions of undeveloped areas shown on the GDP may be relocated and/or amended from time-to-time by the Applicant to address final development, engineering, and design requirements and/or compliance with federal or state agency regulations including, but not limited to, VDOT, DEQ, Army Corps of Engineers, etc., and compliance with the requirements of the County’s development regulations and design standards manual.

**2. Access** - The Property shall be served by a maximum of ~~two entrances~~one entrance on Highpointe Boulevard, as shown on the GDP, subject to VDOT approval.

**3. Off-site Improvements** - The Applicant shall make the following improvements to a portion of the sidewalk on Highpointe Boulevard and the travelways/slopes within the Liberty Place subdivision; and construction on said improvements shall commence ~~no later than 30 days after approval of the construction plan for the Property, subject to the limitations in subparagraph~~

~~D below:~~ as provided in that certain Cooperation and Easement Agreement, dated November 2017, by and between the Applicant and Liberty Town Homeowner's Association ("LTHOA"), a copy of which is attached hereto and marked as Exhibit C (the "LTHOA Agreement").

**A. Highpointe Boulevard** — Subject to the approval of VDOT and Stafford County, the Applicant shall spot repair the existing gap in the sidewalk on the south side of Highpointe Boulevard, provided sufficient right-of-way exists to do the repair in accordance with the LTHOA Agreement. The area to be spot repaired is located on the south side of Highpoint Boulevard, between the street entrance of the townhouse block of 901 through 911 Highpoint Boulevard to approximately 180 feet south of Knollwood Court, all as shown on Exhibit A of the LTHOA Agreement.

**B. Liberty Place Parking Lot** — The Applicant shall spot repair and final pave a portion of the Liberty Place parking lot, including travelways, as shown on ~~the Whitson Woods Off-site Improvements Exhibit dated April 18, 2013.~~ A of the LTHOA Agreement. The repair of the pavement section (including gravel subbase, intermediate asphalt, and top coat) ~~shall be no greater than 14 inches or shall match existing pavement, whichever is less~~ and complete such pavement section in compliance with applicable County code. The Applicant shall also repair curbs within the travelways or parking lots of Liberty Place that are required to be disturbed during the repair, and shall restripe and number the parking spaces within the repaired area.

**C. Erosion control adjacent to the Liberty Place Subdivision roads and parking lot** — The Applicant shall:

(i) **Stabilize slope behind Illona Place** — The Applicant shall stabilize the slope behind the homes at 200 and 202 Illona Place by reducing and restabilizing the existing

slope, directing water away from the slope, using any acceptable means of improvement proposed by the Applicant.

**(ii) Stabilize Slope adjacent to parking lot and Whitson Run stream channel**

—The Applicant shall stabilize the slope on the western side of the Liberty Place parking lot adjacent to the Whitson Run stream channel (nearest the southern-most entrance from Highpointe) by regrading and landscaping a maximum of 110 linear feet of slope, using any acceptable means of improvement proposed by the Applicant.

~~D. Authorization by Liberty Place — The off site improvements contained in paragraph 3A and 3B shall be contingent on:~~

~~(i) Written Authorization — Written authorization from the Liberty Place HOA permitting aforesaid improvements, including a written release of liability for the Applicant and its subcontractors, future lot owners of Whitson Woods, and the Whitson Woods HOA; and~~

~~(ii) Easements — Approval by Liberty Place for access and any other easements needed for the design and construction of Whitson Woods.~~

~~E. Absence of Authorization for Off Site Repairs — In the event that written authorization from the Liberty Place HOA is not received within 60 days of written request by the Applicant, the Applicant shall pay \$420,000 to the County at the time of the issuance of the building permit for the structure containing the 23<sup>rd</sup> dwelling unit for the property and have no further responsibility to make the off site improvements contained in Proffer 3.~~

**4. Cash Proffers —**

**A. Proffered Dwelling Units:** The Applicant shall pay cash proffers in the amount of Fourteen Thousand Three Hundred Sixty Three and No Cents (\$14,363.00) per

dwelling unit constructed on the Property at the time of issuance of the final certificate of occupancy permit for each said unit. The per unit payments shall, until paid, be subject to annual increases to be calculated on a yearly basis commencing ~~one-year~~two years after the date of ~~rezoning~~this Proffer Amendment approval. Such increases shall be calculated by use of the Marshall and Swift Building Cost Index for each applicable year until the cash contribution is paid. The per unit contribution shall be allocated based on the following categories:

Townhouse:		
Parks and Recreation	\$	1037.00
Schools		6463.00
Libraries		202.00
Fire and Rescue		648.00
Transportation		4486.00
General Government		1527.00
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Total	\$	14,363.00

**5. Environmental Protections:**

**A. Erosion Control** — The Applicant shall utilize two-tiered super silt fences for erosion control during all construction or site preparation work near steep slopes or RPA.

**B. Retaining Wall Setbacks** — The Applicant shall provide a 10-foot wide setback for retaining walls located within the Property that are adjacent to the RPA.

**C. Open Space** — No disturbance shall be permitted in open space shown on the GDP, with the exception of installation of stormwater management facilities.

**6. Utilities** - All lots shall be served by public water and sewer.

**7. Lighting** — A lighting plan will be submitted as part of the preliminary plan and reviewed and approved by the Sheriff's Office to ensure lighting provides a consistent coverage of all streets, parking, and sidewalk areas.



8. **Buyer Disclosure of Surrounding Uses** - The Applicant agrees to provide written notice to all buyers of the proximity of the Quantico Marine Base as part of the HOA documents prior to sale.

9. **Tot Lot** - The Applicant shall construct a tot lot on the Property.

10. **Architectural Design** —

**A. Color and Materials** — The Applicant shall construct all dwellings on the Property with any combination of color and materials as shown on the D.R. Horton Color Schemes - Traditional Series Exhibit dated March 12, 2013.

**B. Architectural Feature** — The Applicant shall construct all dwellings on the Property with features similar to the building and roof lines illustrated on Option 1 and/or Option 2 of the Norfolk Sussex Townhouse rendering dated March 12, 2013.

**AUTHORIZED SIGNATURES FOLLOW ON SEPARATE PAGES!**

Mark Giganti  
President  
D.R. Horton

**APPLICANT ACKNOWLEDGMENT & CONSENT**

**WAKEFIELD DEVELOPMENT, LLC**  
a Maryland limited liability company

\_\_\_\_\_ **By:**

\_\_\_\_\_ **Name:**

\_\_\_\_\_ **Title:**

**STATE/COMMONWEALTH/STATE OF** \_\_\_\_\_,  
**CITY/COUNTY OF** \_\_\_\_\_, I, the undersigned, a Notary Public in and for the State and City/County  
aforesaid, do hereby certify that Mark Giganti, whose name is signed to the foregoing document, has  
personally \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged ~~the same~~ before me ~~in my aforesaid~~  
~~jurisdiction. GIVEN under my hand and seal this~~ \_\_\_\_\_ day of \_\_\_\_\_, 2013. ~~this~~  
day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ of Wakefield Development,  
LLC, a Maryland limited liability company, on behalf of said company.

\_\_\_\_\_

Notary Public

My Commission ~~Expires:~~ expires: \_\_\_\_\_

Notary Registration number: \_\_\_\_\_



**EXHIBIT A**

**PRIOR APPROVED REZONING**

**EXHIBIT B**

**GDP**






**EXHIBIT C**

**LTHOA Agreement**

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Document comparison by Workshare 9 on Monday, November 20, 2017 6:12:17 PM

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Document 2 ID	interwovenSite://HF_IMAN/IMAN/9261495/1
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