

PROFFER STATEMENT

NGIC EXPANSION

Date: July 2, 2007

ZMA 2007-003; SP 2207-32 Residential & SP 2007-31 Research & Development; Labs

Tax Map Parcel # 33-1D

Existing Zoning: RA

Proposed Zoning: CO; SP 2207-32 Residential & SP 2207-31 Research & Development
Labs

Total Land Area: 15 acres

1. Affordable housing

The Owner shall provide a minimum of 15% of the residential units as affordable. The affordable housing shall be provided by making these units available for lease under the terms provided herein or by payment of \$19,100 in lieu of each required unit prior to or at the time of issuance of a building permit.

The residential units shall be made available as affordable housing or the cash payment in lieu thereof shall be paid to the County within ninety (90) days after the issuance of the certificate of occupancy for such unit (the "compliance date"); provided, however that the compliance date may be extended to a date ninety (90) days after the termination of a lease of the residential units between the Owner and a federal agency. In order to determine whether such a lease is in effect, the Owner shall submit between June 1 and July 1 each year satisfactory written evidence to the County's zoning administrator that the residential units are being leased to a federal entity and occupied by employees of, or contractors to, the federal entity, and state whether the lease will terminate in the upcoming July 1 to June 30 period and, if so, state the date. The failure of the Owner to submit such evidence by July 1 in any year shall be deemed to be evidence that the lease between the Owner and the federal entity has terminated and the Owner shall comply with all requirements of this Proffer.

For the purposes of this Proffer, "affordable housing" shall mean units affordable to households with incomes less than eighty percent (80%) of the area median income such that housing costs consisting of principal, interest, real estate taxes and homeowners insurance (PITI) do not exceed thirty percent (30%) of the gross household income.

- A. Affordable housing and rental rate. "Affordable housing" shall mean rental units for which the initial net rent does not exceed the then-current and applicable maximum net rent rate as published by the Albemarle County Housing Office or its successor; provided that, in each subsequent calendar year, the monthly net rent for each for-rent affordable unit may be increased up to three percent (3%). For purposes of this Proffer, the term "net rent" means that the rent does not include tenant-paid utilities.
- B. Affordable term. The requirement that the rents for such for-rent affordable units may not exceed the maximum rents established in this Proffer shall apply for a minimum period of five (5) years following the date such unit is first advertised for rental after the Owner's lease with [NGIC/GSA] terminates, 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").

- C. Conveyance of interest. All instruments conveying any interest in the for-rent affordable units from the date of this rezoning and continuing until the Affordable Term has ended shall contain language reciting that such unit is subject to the terms of this Proffer. 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 disclosure of the restrictions and controls established by this Proffer. At least thirty (30) days prior to the conveyance of any interest (other than for the securing of a mortgage or deed of trust) in any for-rent affordable unit during the Affordable Term, the then-current owner shall notify the Albemarle County Chief of Housing or his successor in writing of the conveyance and provide the name, address and telephone number of the potential grantee, and state that the requirements of this Proffer have been satisfied.
- D. Reporting rental rates. During the Affordable Term, within thirty (30) days after the commencement of the lease term for each for-rent affordable unit, the Owner shall provide to the Albemarle County Housing Office or its successor a copy of the lease agreement for each such unit rented that shows the rental rate for such unit and the term of the lease. In addition, during the Affordable Term, the Owner shall provide to Albemarle County, if requested, any reports, copies of lease agreements, or other data pertaining to rental rates as Albemarle County may reasonably require.

2. Cash to address impacts to public facilities (CIP)

The residential component of this project, as proposed, will not be available to the public either for lease or for sale; however, in the event that the project becomes available to the public for lease or for sale, the Owner shall be subject to payment of cash proffers for each market rate dwelling unit constructed within the Property for the purpose of mitigating impacts from the Project. The cash proffers shall be paid to the County within ninety (90) days after the issuance of the certificate of occupancy for such unit (the "compliance date"); provided, however that the compliance date may be extended to a date ninety (90) days after the termination of a lease of the residential units between the Owner and a federal agency. In order to determine whether such a lease is in effect, the Owner shall submit between June 1 and July 1 each year satisfactory written evidence to the County's zoning administrator that the residential units are being leased to a federal entity and occupied by employees of, or contractors to, the federal entity, and state whether the lease will terminate in the upcoming July 1 to June 30 period and, if so, state the date. The failure of the Owner to submit such evidence by July 1 in any year shall be deemed to be evidence that the lease between the Owner and the federal entity has terminated and the Owner shall comply with all requirements of this Proffer. The cash contribution shall be used for schools, libraries, fire, rescue, parks or any other public use as identified in the County's Capital Improvements Program. Such cash contribution shall be an amount equal to the requirement in the Proffer Statement of Albemarle County that is in effect at the time the residential component becomes available to the public, either for lease or for sale. If this cash contribution has not been exhausted by the County for the stated purpose within five (5) years after the date of the last contribution, all unexpended funds shall be applied towards projects identified in the County's Capital Improvements Program within the Piney Mountain and Hollymead Communities as identified in the Comprehensive Plan

[Staff is reviewing the amount of the credit for the dedicated Boulders Road right-of-way, which will affect the amount of the cash proffer]

3. Transportation

- A. Lanes. In order to mitigate traffic impacts resulting from the Project, the Owner shall design and construct to Virginia Department of Transportation ("VDOT") road standards two left turn lanes on the southbound side of Route 29 at its intersection with Boulders Road, in the location shown on the

Application Plan, and design and construct all other lane configurations in the vicinity of the Route 29 and Boulders Road intersection as determined by VDOT. Construction or installation of all improvements required by this Proffer shall be completed and accepted by VDOT within one (1) year after approval by the County of the first final site plan or subdivision plat for the Project, or prior to the issuance of the first building permit by the County for the Project, whichever occurs first.

- B. Signalization. The Owner design, bond and construct all traffic signalization improvements at the intersection of Route 29 and Boulders Road required by VDOT. Construction or installation of all improvements required by this Proffer shall be completed and accepted by VDOT within one (1) year after approval by the County of the first final site plan or subdivision plat for the Project, or prior to the issuance of the first building permit by the County for the Project, whichever occurs first, provided that VDOT may establish another completion date.

4. Development in general accord with the Application Plan

The Property shall be developed in general accord with the plans entitled "NGIC Expansion Project for ZMA 2007-003", prepared by Collins Engineering, dated June 12, 2007 and last revised July 12, 2007 (referred to in these proffers as the "Application Plan").

5. Dedication of right-of-way

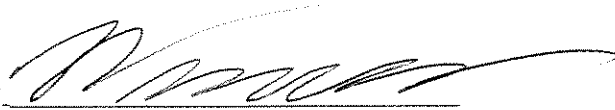
The Owner shall dedicate to public use and convey to the County of Albemarle, Virginia, upon demand by the County, a one hundred (100') foot wide right-of-way for the extension of Boulders Road to Route 29, as shown on Sheet 5 of the Application Plan and identified as "Right-of-way to be dedicated to public use". The right-of-way shall be dedicated to public use by a subdivision plat approved by the County, and the Owner shall bear all costs associated with the survey and the preparation of the subdivision plat. The Owner shall also grant, within ninety (90) days after requested by the County, all necessary easements for fills, drainage, stormwater management, and sight distance, and a temporary construction easement.

If the County does not request that the right-of-way be dedicated within ten (10) years from the date of approval by the County of the first final site plan or subdivision plat for the Project, this proffer shall become null and void. If the right-of-way is not used for the purpose for which it is dedicated within ten (10) years from the date of dedication, the County shall transfer the land back to, and for the use of, the Owner. The Owner shall obtain approval of the subdivision plat for the dedication of the right-of-way within six (6) months after receipt of written notice by the County.

If the land is not dedicated as provided herein, within ninety (90) days after notice from the County of such failure, the Owner shall contribute \$50,000 cash to the County.

Signature of Owner

Next Generation LLC

By: 
Wendell W. Wood, Operating Manager