

Note: On March 17, 2010 the Northumberland County Board of Supervisors held a public hearing on Bluff Point Planned Unit Development. At the end of that hearing the Board directed staff to work on suggested conditions to address the concerns raised from the public hearing and have the developer submit a traffic impact analysis to VDOT. Below are only suggestions for the Board and they have the flexibility to approve, deny or modify what is submitted by staff.

Bluff Point; Planned Unit Development

General Conditions:

The Bluff Point Development PUD consists of approximately 898 acres located near Kilmarnock off Bluff Point Road and Jarvis Point Road. The Bluff Point PUD will consist of up to five hundred thirty (530) residential units, 90 room hotel, 34,000 square feet of commercial space, oyster house, 98 slip marina, **130 rack dry stack boat storage facility**, spa facilities, private club facility, recreation center and related facilities, and a 7 acre farm **including barn**. The PUD will provide sixty five (65%) percent open space, **with 5% flexibility to increase or decrease by staff**, primarily of undisturbed forest and a 100 acre salt marsh for a total of 583 acres of the total 898 acres in open space.

A. The Bluff Point PUD will be developed as delineated on the preliminary development plan (attached hereto as Exhibit "A through F"). The Bluff Point PUD Preliminary Development Plan incorporates by reference the terms of these PUD Conditions and the Developer's statements made in the related application and public hearing, which collectively set forth the Developer's written plan of development for the Bluff Point PUD, and which are intended to clearly demonstrate that the PUD will fulfill the applicable policies of the Northumberland County Comprehensive Plan.

B. The Developer shall develop the Bluff Point PUD **generally** in five phases. The developer will provide the County with a surety bond **or other form of financial guarantee** in the amount of each phase of the development prior to construction of that phase. The bond amount will be based on the actual costs for the infrastructure improvements that are being proposed. Phasing maps, specifying the projected infrastructure and amenities of each phase are attached as Exhibits "G through R". Partial releases of the financial guaranties will occur based upon completion of individual components of the items requiring the financial guaranty. The final phasing plans will be approved administratively through Northumberland County in conjunction with the specific site plan approval for the phase. A disclaimer must be included in the declaration of ~~eonvents~~ **covenants** and restrictions that the developer is bonding only that phase of infrastructure and is not guaranteeing completion of the infrastructure beyond that phase.

C. ~~No more than two (2) years after approval by the Northumberland County Board of Supervisors on the Bluff Point PUD Preliminary Development Plan, the Developer shall submit a final development plan for the Project to the Northumberland County Administrator's Office for compliance with the special exceptions permit. Phase one of the development must be completed within three (3) years after the final development approval, and each phase thereafter shall be completed within three (3) years of the previous phase not to exceed fifteen (15) years from final development plan approval.~~ **Upon approval by the Northumberland County Board of Supervisors of the Bluff Point PUD Preliminary Development Plan, the Developer shall diligently pursue with good faith efforts, the acquisition of the necessary governmental**

permits to complete the project; provided, however that permits to be issued by the County associated with the site plan for each phase of the development may be obtained prior to the commencement of construction of each phase of the development. The governmental permits, together with the preliminary development plat as modified through the permitting process, shall constitute the "Final Development Plan." The County shall administratively certify to the Developer the approval of the Final Development Plan as herein defined. Within 18 months of such approval the Developer shall submit a site plan for the first phase of the project and upon County approval shall have three (3) years from the date of the above referenced certification to complete the infrastructure for the first phase. Thereafter, each remaining phase shall follow a schedule of 18 months from completion of the preceding phase for submission of a site plan and three (3) years from the completion of the preceding phase for completion of the phase's infrastructure; provided, however that the County may administratively approve extensions of time not to exceed an additional three (3) years for completion of the infrastructure for all the phases for a total development period not to exceed 18 years from the certification of the Final Development Plan. In addition, the County may administratively grant extensions due to natural disasters, acts of terrorism or acts of God creating circumstances which delay the completion of the project beyond the control of the Developer.

D. The proposed project allows for development of the Bluff Point PUD as a residential/commercial use in a manner that warrants flexibility in the application of land use controls for Northumberland County consistent with the intent of the zoning ordinance. The location and size of all building units, lots, roads, project entrances, recreation/open space and other areas shown on the Bluff Point PUD Preliminary Development Plan is approximate and subject to modification as depicted on the final development plan and the final ~~engineering site~~ site plan for each phase, provided the modifications do not constitute a Major Amendment to the PUD. (A major amendment is defined as; modifications to the plan that are significant enough to **materially** alter the ~~effects of the properties within the development or surrounding properties~~ **plan of development** from what was presented and approved).

E. Bluff Point Holdings, LLC. will place a minimum of ~~583 acres~~ **65% of the total land area** into protective **open space** easement **by covenants and restrictions**. The easement will include all areas governed by the resource protection area and any stated voluntary additions to the resource protection area. The easement will be held by a non-profit entity and may be a homeowner association, state entity (i.e., Virginia Outdoors Foundation), **recognized private organization (i.e., the Northern Neck Land Conservancy)** or a combination of such entities.

F. Bluff Point Holdings, LLC will provide certain utility services and access considerations to the lot owners of the adjacent subdivision known as Marnock Shores per a letter agreement attached as Document 1. Bluff Point Holdings, LLC will also have additional capacity in their waste water treatment plant to accommodate the Indian Creek Country Clubhouse if they desire to connect to the system upon terms mutually agreed upon **between the Developer and Indian Creek Yacht and Country Club**.

Specific Conditions:

A. Recreational Amenities, Open Space and Common Areas.

1. Recreational amenities, open space and common areas shall be provided for the project. The **anticipated** location of these recreational areas is indicated on the Bluff Point Preliminary Development Plan. All common area open space and recreational facilities for the project shall be included in the final development plan of the Project **unless otherwise approved by the County**.

2. Any active recreational facilities and accessory structures in the Project shall be subject to site plan approval by the Zoning Administrator and shall be constructed as noted within the Final Development Plan.

3. The Developer, or the homeowners association or property owners association after acquiring title to the common areas and recreational amenities within the Bluff Point PUD, may adopt rules and regulations governing the use of the same by the residents of the Bluff Point PUD. The Developer will have no obligations to maintain or improve the recreational amenities, open space or common areas after conveyance of title to the homeowners association or property owners association, subject to fulfillment of the recreation and open space requirements set forth herein. However, the developer shall not convey title to any common areas, improvements or recreational amenities to any homeowners' association until all said improvements are constructed and approved by Northumberland County.

4. The recreational amenity areas and related maintenance and use restrictions shall be evidenced by recorded deed restrictions or recorded Declaration(s) of Covenants and Restrictions (collectively, the "Covenants and Restrictions"). All privately owned recreation/open space shall continue to conform to its intended use as shown in the final development site plan and final engineering plans for the project.

B. Administration of Community Space and Facilities:

1. If the Developer elects to administer convey title of common open space, community space or facilities through to a property owners' and/or homeowners' association or other nonprofit corporation, such organizations shall conform to the following requirements.

a. The Developer shall establish the applicable association or nonprofit corporation prior to any Final Development Plan approval for the Bluff Point PUD.

b. Membership in the association or nonprofit corporation shall be mandatory for all residential and commercial property owners within the Bluff Point PUD governed by such entity.

c. The Developer may elect to form separate and/or multiple property owners and/or homeowners association for the Bluff Point PUD. If so, the Developer shall establish a master property owners and/or homeowners association for the Bluff Point PUD that shall be responsible for the maintenance of roads, master drainage, stormwater facilities, etc., subject to the conditions set forth herein. All improvements being conveyed, including roads, master drainage stormwater facilities, storm sewers, etc. shall be completed and approved by Northumberland County before being transferred to any homeowners' organization.

d. The applicable association or nonprofit corporation shall manage all common areas, recreational and open space and recreational facilities that are within the lands that are subject to the jurisdiction of owned by such association or nonprofit corporation; shall provide for the maintenance, administration and operation of such portions of the Bluff Point PUD and any other lands located within the Bluff Point PUD that is not publicly or

~~privately owned lands~~; and shall secure adequate liability insurance governing such areas owned or operated by such association or nonprofit corporation.

C. Stormwater Facilities:

1. The Bluff Point PUD shall be served by a stormwater system, which shall adhere to the low impact development practices **for stormwater management**. **At the Developer's discretion** ~~and~~ said system shall be conveyed to the homeowners association and/or property owners association by deed and/or easement for maintenance and operation by the homeowner's association and/or property owners association.

2. All Northumberland County permits for stormwater facilities shall be obtained by the Developer prior to Final Site ~~Development~~ Plan approval **of any specific phase**. The developer shall obtain an operating permit for these facilities prior to transferring them to any homeowners'/ property owners' organization.

D. Residential Development Standards:

1. The Bluff Point PUD shall include not more than ~~three hundred sixty two (362) single family~~ **the number of single family** residential lots **shown on the Preliminary Development Plan**. Below are the site development standards for the residential area:

- (a) Maximum height: ~~Thirty five feet (35')~~ **as defined in Section 148 of the County Code**
- (b) Minimum lot size: None
- (c) Minimum lot width: None
- (d) Maximum lot coverage: ~~Sixty percent (60%)~~ **No more than 35%**

2. Minimum Required Yard Setbacks: **To be consistent with R-3 Zoning.**

- (a) Front: ~~Thirty five feet (35')~~ **Fifteen feet (15') from the front property line.**
- (b) Side yard: ~~Ten feet (10')~~ **Five feet (5') for both main and accessory structures.**
- (c) Rear yard: ~~Twenty five (25')~~ **Fifteen feet (15') for main house and (8') for accessory structures.**

E. Off-Street Parking & Loading: Residential development within the Bluff Point PUD shall be subject to the applicable off-street parking and loading required for such use, pursuant to Article XIV, Section 148-114 of the Zoning Ordinance **unless otherwise approved by the Zoning Administrator**.

F. Signage:

1. The Bluff Point PUD may have project identification signage at the external entrance. External entrance project identification signs shall not exceed one hundred (100) square feet on each face. All project signs may be designed as ground-mounted signs or integrated into or mounted on landscape features such as a wall or fence. All lighting of signs may be sign mounted or ground mounted units projecting onto the sign. The signs at the project entrance may be single faced or double faced.

2. The location of signage shall be delineated on the ~~site~~ **applicable Final Development** plan submitted to the Zoning Administrator for approval.
3. Traffic and street name signage must be ~~reflective~~ **approved by the Emergency Services Director**. However, any applicable VDOT/Northumberland County standards for sign face, elevations, etc. shall be maintained, by the Developer and/or homeowners' association as appropriate, for such traffic and street name signage consistent with the provisions set forth in this paragraph. Individual 911 house number plates must meet Northumberland County standards.

H. Construction Standards:

1. Except as specifically provided herein, all development in the Bluff Point PUD shall be in accordance with Northumberland County's land development standards, and any applicable State standards.
2. ~~All utilities shall be located~~ **The Developer shall endeavor to locate all utilities underground as reasonably and prudently permitted by site conditions.**
3. ~~An environmental compliance official must be employed during the full period of construction of the development.~~ **The Developer shall reimburse a County Employee that is responsible for implementing and complying with the environmental, health and safety, erosion and sediment control provision of the Bluff Point PUD application, applicable regulations, and these conditions of approval. Such reimbursement shall be through the full period of infrastructure construction of the development.**
4. The marina facility will participate in the Virginia Clean Marina Program. Maintenance of boats at the marina will only be minor maintenance on site (i.e., fluid changes, engine tune ups, etc.). Bottom painting, structural repairs or renovations and major engine work will not be provided at the marina.
5. Private **homeowner** docks along the tidal waters are prohibited.

I. Wetlands:

1. ~~All~~ **Except as shown on the Final Development Plan, all** wetlands within the Bluff Point PUD shall be protected with undisturbed buffers of native vegetation between any developed area, and such wetlands with buffers shall have an average width of fifty (50) feet and a minimum width of twenty-five (25) feet and provided access ways of no more than twenty (20) feet wide may be provided through the wetland buffer. **Nature trails are permitted in the wetland buffer.**
2. The exact boundaries of wetlands and wetland buffers indicated on the Bluff Point PUD Preliminary Development Plan will be subject to a final determination on the final engineering plans consistent with the above requirement. If the buffer requirements are revised to be less restrictive prior to final approval of the Final Development Plan, the Developer may provide the newly defined wetland buffer by administrative amendment so long as the buffer conforms to all federal, state and local regulations.

3. The Developer shall provide for a 100 foot wide open space extension of the current ~~A-200~~ 100 foot Resource Protection area ~~along the shoreline will be provided~~ along the Chesapeake Bay as shown on the Preliminary Development Plan, except for the approximately 315 linear feet shoreline in front of the proposed Bay Club. Should the regulations governing the Resource Protection area width of 100 feet change in the future, the Developer shall not be required to exceed a cumulative total of 200 feet unless required by such regulations.

34. Homeowner and common area guidelines governing ~~restrictions on the yards and the~~ minimal practical use of fertilizers will be required.

45. Any dredging and beach sand nourishment must comply with all federal, state and local regulations ~~and standards~~. The initial dredging of Barnes Creek will be completed by Bluff Point Holdings, LLC and after the initial dredging any future maintenance dredging is the responsibility of the homeowners association(s) and/or a property owners association(s) or non-profit entity.

56. All buildings must conform to the Northumberland County Floodplain requirements and an evacuation plan submitted to the Emergency Services Director.

7. The Developer must conform to all federal, state and local regulations regarding the impact to any wetlands.

J. Temporary Uses:

1. Temporary real estate sales offices, including modular units, not to exceed two (2) residential units at any one time, for the sale of lots, shall be permitted within the Bluff Point PUD until all residential lots are sold. The developer shall indicate with a note on any site plan submitted to the Zoning Administrator for approval of the location of said units.

2. The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Final Development Plan and PUD Conditions in any sales office located upon the Bluff Point PUD, which is available for inspection by project residents and landowners.

3. The siting of temporary construction trailers and or offices shall be allowed ~~on~~ within the Bluff Point PUD during construction. The temporary construction trailers must be removed within thirty (30) days of completion of the related improvements.

K. Alterations:

Changes in the Preliminary Development Plan, including, without limitation, the location of the road(s), project entrances, stormwater system improvements, marina and marina entrance and to the boundaries, size and configuration of lots and Recreation/Open Space areas, as depicted on the Bluff Point PUD Preliminary Development Plan to accommodate environmental, permitting and design factors, conditions and requirements of the Developer is allowed, so long as the change does not constitute a Major Amendment to the PUD, provided the integrity of the original application is maintained and provided the same shall be finalized by the Developer during final engineering plan approval for the applicable phase of development.

L. Ownership and Maintenance:

1. The Bluff Point PUD and related uses/facilities associated therewith, will be owned, maintained and or operated as follows:

a. Any areas associated within the development (i.e., amenities, recreation/open space areas, signage, landscape, stormwater systems, etc.) will be managed **by the Developer, or through a homeowners association(s) and/or a property owners association(s) or through an unrelated entity, whose business is the management of said areas, or a combination of the preceding.**

b. To ensure that all of the recreation and open space areas, described in these Conditions and depicted in the approved Bluff Point PUD Preliminary Development Plan for any phase of the project, will be used as intended, the Covenants and Restrictions described above will contain provisions consistent with terms of these PUD Conditions and any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed.

c. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Bluff Point PUD. The deed restrictions created by the Covenants and Restrictions shall prohibit the partition of any open space areas **once such a deed has been recorded.** The electrical improvements will be the responsibility of the private utility company that provides service for this area, which is currently Northern Neck Electric Cooperative.

M. Access:

1. Access to and from the Bluff Point PUD will be provided as shown on the Bluff Point PUD Preliminary Development Plan.

2. The location of all project entrances, accesses and roadways may change based on environmental, permitting and design factors, conditions and requirements of the Developer, so long as the changes do not constitute a Major Amendment to the PUD pursuant to the provisions set forth in these requirements and the Northumberland County Zoning Ordinance. The Developer will finalize the location of all external project entrances, accesses and roadways during the final engineering approval for the applicable phase of development.

3. Each dwelling unit or other permitted use shall be provided access, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or commonly owned easement.

4. County owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic County services such as fire and police protection, emergency service needs of PUD residents, and site inspection by Code Enforcement departments to monitor adherence to County regulations and the conditions contained herein. If any road is gated, the gate shall automatically open in response to a “yelp” electronic siren **or other means approved by the Emergency Services Director.**

5. All internal roadways shall be stabilized and paved. All roadways shall remain private and shall be maintained by the developer or an established homeowners/property owners association with

strict covenants and restrictions. The developer or an established homeowners/property owners association shall maintain these private roads at the level stipulated in Paragraph 6 below. The covenants and restrictions shall specify these maintenance obligations to the homeowners/property owners association. Maintenance of the roadways shall ensure the utilization of said roads by Northumberland County Emergency Vehicles in conjunction with the Emergency Services Director. Said determination shall be binding upon the Developer and the homeowners' association, and they shall undertake any and all corrective maintenance actions to address the Emergency Services Director's determination. If the developer or the established homeowners/property owners association does not agree with the determination, they may appeal that determination to the Board of Supervisors. The Board of Supervisors shall set a hearing within thirty (30) days and receive testimony and render a decision, which shall be binding.

6. Roadway improvements for this development shall be subject to the following:

- a. Interior roads shall be paved and the developer agrees to provide an approved drainage system and stabilize the roadway ditches as required by the Northumberland County Erosion and Sediment Control Ordinance. These improvements shall be completed in conjunction with the phasing schedule indicated on the Preliminary Development Plan. Additionally, no Certificates of Occupancy shall be issued on home sites which front on unimproved road segments. These improvements are subject to review and approval by the Northumberland County Building and Zoning Department during Final Development Plan review.
- b. The developer agrees to provide 100% of the funding for the paving of ~~this~~ **the** road as permitted prior to plat approval.
- c. All roads shall have sufficient access for fire and rescue vehicles as determined by the Emergency Services Director **at the time of final site plan approval.**

N. Notification:

The Developer shall incorporate into the covenants and restrictions notification to all property owners that they are living in a Planned Unit Development (PUD) and state that the County does not maintain the internal road system.

O. Traffic:

1. Bluff Point Holdings, LLC will provide the following as per agreement with Virginia Department of Transportation:

- a. A traffic signal device at the intersection of Routes 200 and 608 will be installed when VDOT determines the signal is ~~necessary~~ **warranted based on traffic volume.**
- b. A **left** turn lane on Rt. 669 (Bluff Point Road) will be installed for the main Bluff Point entrance. The construction of this turn lane will take place no later than phase two after site plan approval **unless otherwise permitted by the County and VDOT.**
- c. A **left** turn lane on Rt. 608 (Jarvis Point Road) will be installed at the time of construction on the Jarvis Creek Area of the development no later than phase four **unless otherwise permitted by the County and VDOT.**

P. Water and Wastewater:

~~1. Bluff Point Holdings, LLC, shall demonstrate that the hydrogeologic conditions will provide an adequate water supply for the Planned Unit Development by performing aquifer testing (transmissivity and storage coefficient) pursuant to the Virginia Department of Environmental Quality guidelines for wells located within a Groundwater Management Area. In the event the testing determines that the aquifer, due to the proposed water withdrawal, will experience: (1) impacts to existing wells within an Area of Impact defined by at least a one foot water level decline or greater in the aquifer and/or (2) a drawdown of existing water levels greater than 80% of the pre-pumping aquifer level, the Board of Supervisors will hold a public meeting to reconsider the water withdrawal and any mitigation proposed. The Virginia Department of Environmental Quality will conduct an impact and risk analysis on the results of the aquifer test that will aid the Board in deciding whether the aquifer can sustain the proposed use.~~

1. Bluff Point Holdings LLC, shall demonstrate that the Hydrogeologic conditions will provide an adequate water supply for the PUD by performing aquifer testing. This aquifer testing program shall consist of the following:

- a. This aquifer testing shall be performed in accordance with guidelines established by the VA Department of Environmental Quality (DEQ) for a Groundwater Management Area (GMA), regardless of whether Northumberland County is in a GMA.
- b. A written aquifer test plan shall be developed using guidelines as established by the DEQ.
- c. A written test-drilling plan shall be prepared which will include as a minimum, one production well, and one observation well to be used in testing the aquifer.
- d. An analysis of the aquifer test data to determine:
 - a. Aquifer Transmissivity and Storage Coefficient
 - b. The One foot, Five foot and Ten foot drawdown contours assuming a uniform, homogeneous, confined aquifer
 - c. Determination of the 24 hour Specific Capacity
 - d. Determination of the maximum yield of the well under current conditions.
 - e. Determinate of pump setting depth under the projected project withdrawal rate and pump setting depth

Bluff Point Holdings, LLC, shall also establish the following plans and agrees to operate the PUD in accordance with these plans:

- a. A Water Conservation and Management Plan shall be prepared. This plan shall be in accordance with DEQ guidelines and will be used as a basis to manage the water use within the PUD.
- b. A Mitigation Plan identifying how the developer will establish a potential zone of impact of their withdrawal and the method by which any impacts on other groundwater users within this zone will be mitigated (corrected). This plan shall be in accordance with DEQ guidelines.

The Developer will submit to DEQ for review and comment the following plans and information:

- a. A written Aquifer Test Plan

- b. A written Test-Drilling Plan
- c. A written Water Conservation and Management Plan
- d. A written Mitigation Plan
- e. Results of the Aquifer Testing

Further the Developer will provide assistance to DEQ should DEQ need additional information to evaluate the documents submitted and to perform modeling on the aquifer withdrawal. The Developer agrees to modify his plans to a form acceptable to DEQ and the County.

Ninety days after submittal of the data and plans to DEQ and the County, if there are no substantial unresolved comments or a finding of significant adverse impact on the aquifer, the PUD will be deemed to have an adequate water supply.

2. Bluff Point Holdings, LLC will have the proposed waste water treatment plant approved through the Virginia Department of Environmental Quality and submit copies of the following to the County: preliminary engineering report, set of plans, set of specifications, copy of a treatment plant operations and maintenance manual, copy of a pump station operations and maintenance manual and set of engineer's design calculations (including pump curves, if applicable). The wastewater plant will be a zero discharge into the Chesapeake Bay or its tributaries.
3. The first twenty five lots and club house can be served by existing drainfields and a well other than the wells drilled pursuant to paragraph 1 above. Such drainfields and well must be abandoned prior to the issuance of certificates of occupancy of any additional homes or community facilities.

SUCCESSOR AND/OR ASSIGNS

The Conditions set forth herein shall be binding on any successors or assigns. The Developer shall notify the County Administrator of any sale, conveyance, agreement, and/or assignment of any kind whereby the Developer relinquishes control of the PUD or transfers ~~stock~~ **controlling interest in** the corporate entity or changes the **legal status of the** LLC. Further, it shall be the obligation of the Developer to provide to the County Administrator a signed acknowledgment by any successor or assignor or transferee of the acknowledgement of the PUD conditions, and the acknowledgment that they are bound by the Conditions set forth herein. The acknowledgement does not pertain to individual lot sales. It shall be the Developer's obligation to inform each and every purchaser of individual lots of the conditions of the PUD.

ANNUAL MONITORING

The Developer or its successors or assigns shall provide an annual monitoring report to the Zoning Administrator in a form required by the County until the project is complete.