

**LOUISA COUNTY, VIRGINIA**

**VOLUNTARY PROFFER STATEMENT**

APPLICANT: Wares Crossroads Development LLC (the “Applicant”)

OWNER: Dickinson Land & Properties, L.L.C.; Ware Family, LLC; Dickinson Investments LLC; (collectively, the “Owner”)

REPRESENTATIVE: Charles W. Payne, Jr.  
Hirschler  
725 Jackson Street, Suite 200  
Fredericksburg, VA 22401  
540-604-2108 | cpayne@hirschlerlaw.com

PROPERTY: Louisa County, Virginia (“County”) Tax Map Parcels 28-97D, 29-3, 28-97E, 29-2, consisting of approximately 393.8417 acres (collectively, the “Property”)

MASTER PLAN: Master plan titled “Reef Wares Crossroads Development – Site Master Plan”, prepared by Reef, dated January 16, 2026 and attached hereto as **Exhibit A** (the “Master Plan”)

REQUEST: Conditional rezoning of the Property from Agricultural-1 (“A-1”) and Agricultural-2 (“A-2”) to Planned Unit Development (“PUD”) to allow for the development of fifty (50) Estate Units,<sup>1</sup> twenty-nine (29) Executive Units<sup>2</sup>, thirty-five (35) Member Villas<sup>3</sup> and twenty (20) Garden Cottages,<sup>4</sup> and all other uses as enumerated in the Master Plan (collectively the “Project”).

DATE: March 4, 2026

FILE NO.: REZ2026-01  
CUP2026-01

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I. **General Information.** The Applicant (including its future owners, successors, and assigns) hereby agrees that the development of the Property will be in general

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<sup>1</sup> Pursuant to Sec. 86-13 of the Louisa County Zoning Ordinance, Estate Units can include: *Dwelling/residence, single-family detached*

<sup>2</sup> Pursuant to Sec. 86-13 of the Louisa County Zoning Ordinance, Executive Units can include: *Dwelling/residence, single-family detached*

<sup>3</sup> Pursuant to Sec. 86-13 of the Louisa County Zoning Ordinance, Member Villas can include: *Dwelling/residence, single-family detached*

<sup>4</sup> Pursuant to Sec. 86-13 of the Louisa County Zoning Ordinance, Garden Cottages can include: *Dwelling/residence, multi-family, Dwelling/residence, single-family attached, Dwelling/residence, two-family*

conformance with the Master Plan and those certain proffered conditions described herein (the “Proffers”). The Proffers are voluntary and reasonable in accordance with Sections 15.2-2298 and 15.2-2303, *et al.* of the Code of Virginia (1950, as amended), and County Zoning Ordinance (1971, as supplemented) Sections 86-53, 86-55, and 86-308, *et. al.* The headings for the Proffers set forth below have been prepared for convenience or reference only and do not control, affect the meaning, or interpretation of any provisions of the Proffers. The Proffers are the only conditions offered in this rezoning application. Any prior proffers affecting the Property, whether of record or not, are hereby superseded by these Proffers upon the approval of the County of Louisa, Virginia, Board of Supervisors (“County”), including any applicable appeal periods, and thus are void and of no further force and effect upon said approval.

II. **Land Use.**

- a. **General Development.** The Property will be developed in general conformance with the Master Plan, which is incorporated herein by reference. Notwithstanding anything to the contrary under these Proffers, all designated open spaces, parcel lines, parcel and lot sizes, building envelopes, building or unit sizes, public road locations, access points, private driveway and travel-way locations, accessory use locations, waste facilities, interparcel connections, parking areas, utility locations, stormwater management facilities, amenities, dimensions of undeveloped areas and all other areas shown on the Master Plan may be adjusted for purposes of final engineering of site or subdivision plans (via multiple phases) and to allow full compliance with the requirements of state and federal regulations including, but not limited to, Virginia Department of Historical Resources, Virginia Department of Transportation (“VDOT”), Virginia Department of Environmental Quality, Virginia Department of Conservation and Recreation, U.S. Army Corps of Engineers, and the County’s Zoning Ordinance and Subdivision Ordinance. Notwithstanding the foregoing provisions of this Section II(a), any material adjustments to the Master Plan (during site or subdivision plan review) will be subject to the review and approval of the County’s Zoning Administrator, and in no event will approval of said adjustments to the Master Plan relieve the Applicant or Owner from providing any of the Proffers.
- b. **Use.** The Property may be developed for all uses permitted pursuant to the PUD zoning district and as enumerated on the Master Plan (collectively, the “Project”).
- c. **Residential Maximum Density.** Notwithstanding the foregoing Proffer II(b), the Applicant may construct no more than fifty (50) Estate Units, twenty-nine (29) Executive Units, thirty-five (35) Member Villas, and twenty (20) Garden Cottages on the Property (collectively the “Units”).

III. **Transportation.** Subject to County and VDOT approvals, as may be applicable as part of site or subdivision plan approval, the Applicant will provide the following transportation improvements, all as depicted on the Master Plan:

- a. The Applicant shall design and construct the following improvements when requested by VDOT and warranted for the Project:
  - i. On New Bridge Road at the intersection with Driveway 1
    - 1. Construct a westbound left-turn lane with 200-feet of taper and 200-feet of storage; and
    - 2. Dedicate up to approximately 3.07 acres of right of way along New Bridge Road as generally depicted on the Master Plan.
  - ii. On Zachary Taylor Highway at the intersection with Driveway 2
    - 1. Construct a southbound left-turn lane with 200-feet of taper and 200-feet of storage.
  - iii. On Zachary Taylor Highway at the intersection with Driveway 3
    - 1. Construct a southbound left-turn lane with 200-feet of storage and 200-feet of taper.
- b. With completion required no later than the County’s issuance of a certificate of occupancy permit for the 101<sup>st</sup> Unit constructed on the Property, the Applicant will:
  - i. On New Bridge Road at the intersection with Driveway 1
    - 1. Construct an eastbound right-turn lane.

IV. **Site Design**

- a. Phasing. The phasing plan, as depicted on sheet C4 of the Master Plan, may be adjusted for purposes of final engineering of site or subdivision plans (via multiple phases) subject to the review and approval of the County’s Zoning Administrator, and in no event will approval of said adjustments to the Master Plan relieve the Applicant or Owner from providing any of the Proffers.
- b. The Farm. All building locations, orientations and uses enumerated on the Master Plan, and located within the area identified as “The Farm”, may be relocated, reoriented, reduced, or eliminated at the time of site plan. Not all uses depicted on the Master Plan are required to be constructed on the Property.

V. **Cash Proffers**

- a. The following cash proffers under this Proffer V will be paid to the County to mitigate the Project’s impacts on applicable County public facilities, including schools, parks and recreation, public safety, sheriff’s office, general administration

and solid waste all as provided more particularly in the below chart (collectively, the “Cash Proffers”). The Cash Proffers are allocated as follows:

Public Facility Category or Other Specified Category	Per Unit Amount				# of SFD Units	Total at Full Buildout	Lump Sum Amount	Total of Amount (Per Unit Amount + Lump Sum)	Payment Timing
	SFD	SFA	MF	Age-Restricted					
Schools	\$2,625.00	N/A	N/A	N/A	79	\$207,375.00	\$0.00	\$207,375.00	After final inspection and before the County's approval of a certificate of occupancy permit for each Executive Unit or Estate Unit.
Parks and Recreation	\$149.79	N/A	N/A	N/A	79	\$11,833.41	\$0.00	\$11,833.41	After final inspection and before the County's approval of a certificate of occupancy permit for each Executive Unit or Estate Unit.
Public Safety	\$854.67	N/A	N/A	N/A	79	\$67,518.93	\$0.00	\$67,518.93	After final inspection and before the County's approval of a certificate of occupancy permit for each Executive Unit or Estate Unit.
Sheriff's Office	\$714.83	N/A	N/A	N/A	79	\$56,471.57	\$0.00	\$56,471.57	After final inspection and before the County's approval of a certificate of occupancy permit for each Executive Unit or Estate Unit.
General Administration	\$293.00	N/A	N/A	N/A	79	\$23,147.00	\$0.00	\$23,147.00	After final inspection and before the County's approval of a certificate of occupancy permit for each Executive Unit or Estate Unit.
Solid Waste	\$125.56	N/A	N/A	N/A	79	\$9,919.24	\$0.00	\$9,919.24	After final inspection and before the County's approval of a certificate of occupancy permit for each Executive Unit or Estate Unit.
<b>TOTAL</b>								\$376,265.15	

- b. Public Safety. Notwithstanding the foregoing provisions of this Proffer V, the County may apply the above Public Safety Proffer towards improvements to the New Bridge Fire & Rescue Station (Station 8) facilities or other public safety facility improvements as the County may desire.
- c. Escalation Clause. Commencing five (5) years after the approval of this rezoning application, the Cash Proffers for each Unit will be adjusted annually on January 1 to reflect any increase for the preceding year in the Consumer Price Index, U.S. City Average, All Urban Consumers (the “CPI-U”) prepared and reported monthly by the U.S. Bureau of Labor Statistics of the United States Department of Labor.

The adjustment will be made by multiplying the Cash Proffers for the preceding year by the CPI-U as of December 1st in the preceding year. If the CPI-U is discontinued by the United States Department of Labor, the Marshall and Swift Building Cost Index formula will be used as defined by Section 15.2-2303.3.B of the Code of Virginia.

VI. **Miscellaneous**

- a. **Water Sense Guidelines**. All Units constructed on the Property will comply with the Environmental Protection Agency's (EPA) Water Sense Guidelines.
- b. **Lighting**. All lighting on Property will be Dark-Sky compliant.
- c. **Career and Technical Center**. The Applicant and Owner will establish an internship program with the County's Career and Technical Center facilities prior to the County's issuance of a certificate of occupancy permit for the first building constructed on the Property, unless the County and Applicant agree to establish sooner.
- d. **Lake Anna Community Association (LACA)**. The Applicant will pay Ten Thousand Dollars (\$10,000.00) to LACA for purposes of future algae and hydrilla remediation, which said amount will be paid to LACA prior to the County's issuance of a certificate of occupancy (temporary or final) for the first building constructed on the Property.
- e. **Cemetery**. The Applicant will provide access to the cemetery located on Tax Map Parcel 28-97E, pursuant to Virginia State Code Sections §57-27.1, and any relocation requirements for the cemetery will be performed in accordance with Virginia Code Sections §57-22-57-§39.25 and all applicable County requirements.
- f. **Environmental**. The Applicant will comply with all recommendations provided under the Phase I Site Environmental Site Assessment Report. If disturbance is anticipated, the Applicant will perform additional investigations and will follow all reasonable, warranted mitigation actions.
- g. **Right-of-way Construction**. Subject to VDOT and County approvals, the Applicant commits to conduct all work within the VDOT right-of-way within a time period commencing on Labor Day through Memorial Day.
- h. **Louisa County Resource Council**. The Applicant will pay Thirty Thousand Dollars (\$30,000.00) to the Louisa County Resource Council to support its emergency capital repair needs as well as its charitable mission of providing hunger relief and life-sustaining services for residents of Louisa County, Virginia.

**[REMAINDER OF THE PAGE TO REMAIN INTENTIONALLY BLANK; AUTHORIZED SIGNATURES TO FOLLOW]**

The Proffers are made voluntarily in support of this Rezoning Application, and are offered are in compliance with the Code of Virginia Sections 15.2-2298 and 15.2-2303, and the Applicant/Owner deem the proffers offered both reasonable and appropriate, as conclusively evidenced by this signed and notarized Proffer Statement.

WITNESS the following signatures:

**APPLICANT:**

**Wares Crossroads Development LLC,**  
a Delaware limited liability company

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

STATE/Commonwealth of \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_

The foregoing was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Wares Crossroads Development LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Registration No. \_\_\_\_\_

[SEAL]

*[Signature Page 1 of 5]*

**OWNER:**

**Ware Family, LLC**  
Virginia limited liability company

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

COMMONWEALTH/STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_

The foregoing was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Ware Family, LLC, a Virginia limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Registration No. \_\_\_\_\_

[SEAL]

*[Signature Page 2 of 5]*

**OWNER:**

**Dickinson Investments, L.L.C.,**  
Virginia limited liability company

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

COMMONWEALTH/STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_

The foregoing was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Dickinson Investments, L.L.C., a Virginia limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Registration No. \_\_\_\_\_

[SEAL]

*[Signature Page 3 of 5]*

**OWNER:**

**Dickinson Land & Properties, L.L.C.,**  
Virginia limited liability company

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

COMMONWEALTH/STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_

The foregoing was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Dickinson Land & Properties, L.L.C., a Virginia limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Registration No. \_\_\_\_\_

[SEAL]

*[Signature Page 4 of 5]*

**THE COUNTY OF LOUISA, VIRGINIA:**

Agreed and Accepted: The County of Louisa, Virginia:

\_\_\_\_\_  
*Louisa County Board of Supervisors*  
By \_\_\_\_\_, *Chairperson*

\_\_\_\_\_  
*Date*

*[Signature Page 5 of 5]*

**EXHIBIT A**  
MASTER PLAN

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<b>Summary report:</b>	
<b>Litera Compare for Word 11.12.0.83 Document comparison done on 3/27/2026 1:46:02 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
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<b>Modified DMS:</b> iw://hirschlerlaw.cloudimanager.com/iman/23568645/6 - Proffer Statement FIFTH SUBMISSION.docx	
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Format changes	0
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