

**Prepared by:**  
**Molly E. Trant, Esq.**  
**701 Town Center Drive**  
**Suite 1000**  
**Newport News, Virginia**  
After recording return to:  
Office of the City Attorney  
22 Lincoln Street  
Hampton, Va. 23669  
(jek)

**LRSN: 7001882**

**PROFFER AGREEMENT**

**THIS PROFFER AGREEMENT** (“Agreement”) made this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 202\_, by and between RIVERSIDE HOSPITAL, INC. (the “Grantor”); and THE CITY OF HAMPTON, a municipal corporation of the Commonwealth of Virginia (the “Grantee” or the “City”), with an address of 22 Lincoln Street, Hampton City Hall, Hampton, Va. 23669.

**RECITALS**

- A. Riverside Hospital, Inc. is the owner of a certain parcel of property located in the City of Hampton, herein known as LRSN Number(s) 7001882, and more fully described on “Exhibit A” (the “Property”).
- B. Grantor has initiated a conditional amendment to the zoning map of the City of Hampton, Virginia, by petition addressed to the Grantee so as to change the zoning classification of the Property from Multiple Residential (R-M) District to Limited Commercial (C-2) District.
- C. Grantor has requested approval of this Agreement.

- D. Grantee's policy is to provide for the orderly development of land for various purposes, including commercial purposes, through zoning and other land development legislation.
- E. Grantor desires to offer the City certain conditions for the enhancement of the community and to provide for the highest quality and orderly development of the Property.
- F. The conditions outlined in this Agreement have been proffered by Grantor and allowed and accepted by Grantee as a part of the amendment of the City Zoning Ordinance and the Zoning Map. These conditions shall continue in full force and effect until a subsequent amendment changes the zoning of the Property; provided, however, that such conditions shall continue if the subsequent amendment is part of the comprehensive implementation of a new or substantially revised zoning ordinance of Grantee.

NOW, THEREFORE, for and in consideration of the approval and acceptance by the City of this Agreement, Grantor agrees that it will meet and comply with all of the following conditions in developing the Property. In the event the requested change of zoning classification is not granted by the City, these Proffers shall thereupon become null and void. Grantor, its heirs, successors, assigns, grantees and other successors in title or interest to the Property, voluntarily and without any requirement by or exaction from Grantee or its governing body and without any element or compulsion or quid pro quo for zoning, rezoning, site plan, building permit or subdivision approval, makes the foregoing declaration of conditions and restrictions governing the use and physical development and operation of the Property, and covenants and agrees that this declaration and the further terms of

this Agreement shall constitute covenants running with the Property, which shall be binding upon the Property, and upon all persons and entities claiming under or through the Grantor, its heirs successors and assigns, grantees and other successors in interest or title to the Property; namely:

### CONDITIONS

1) The permitted use of the Property shall be limited to the following:

- Multifamily dwellings, together with all accessory uses;
- Townhouses (on fee simple lots), together with all accessory uses;
- Bank, with or without a drive-through;
- Barber shop/beauty salon;
- Short-term rental with a use permit;
- Bed & breakfast 1 with a use permit;
- Bed & breakfast 2 with a use permit;
- Bicycle sales and repair;
- Clothing maker, custom;
- Day care 1 family;
- Day care 2 family;
- Day care 1, commercial with a zoning administrator permit;
- Day care 2, commercial with a use permit;
- Day spa;
- Dry cleaning, collection or pick-up station;
- Hospital with a use permit;
- Laundromat;
- Liquor store;
- Mental health/substance abuse treatment facility with a use permit;
- Office, general;
- Office, government;
- Office, medical;
- Print shop/private postal service, max. 500 sq.ft.;
- Restaurant 1;
- Restaurant 2 with a zoning administrator permit;
- Restaurant 3 with a use permit; and
- Retail sales, general.

All permitted uses shall meet all applicable standards and conditions contained within the Zoning Ordinance.

- 2) It is understood that all phases of the proposed project shall comply with all ordinances of the Grantee.
- 3) Further lawful conditions or restrictions against the Property may be required by Grantee during the detailed Site Plan review and administration of applicable codes and regulations of Grantee by all appropriate agencies and departments of Grantee, which shall be observed or performed by Grantor. Grantor acknowledges that additional further lawful conditions or restrictions may be imposed by Grantee as a condition of approvals, including but not limited to final site plan approval.
- 4) All references hereinabove to zoning districts and to regulations applicable thereto refer to the City Zoning Ordinance of the City of Hampton, in force as of the date the conditional rezoning amendment is approved by the Grantee.
- 5) The Grantor covenants and agrees that (1) the Zoning Administrator of the City of Hampton, Virginia, shall be vested with all necessary authority on behalf of the governing body of the City of Hampton, Virginia, to administer and enforce the foregoing conditions and restrictions specified in this Agreement, including (i) the ordering in writing of the remedying of any noncompliance with such conditions, and (ii) the bringing of legal action or suit to ensure compliance with such conditions, including mandatory or prohibitory injunction, abatement, damages or other appropriate action, suit or proceedings; (2) the failure to meet all conditions shall constitute cause to deny the issuance of any of the required building or occupancy permits as may be appropriate; and (3) the Zoning Map shall show by an appropriate symbol on the Map the existence of conditions attaching to the zoning of the subject Property on the Map and that the ordinance and conditions may be made readily available and accessible for public inspection in the office of the Zoning Administrator and in

the Department of Community Development and that this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia and indexed in the name of the Grantor and Grantee.

[Remainder of Page Intentionally Left Blank - Signatures on Following Page]

WITNESS the following signatures:

Grantor:

RIVERSIDE HOSPITAL,  
INC.

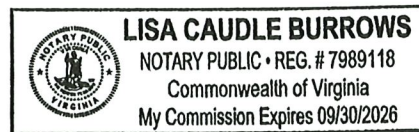
By: W. William Austin, Jr.  
W. William Austin, Jr., EVP

STATE OF VIRGINIA  
City of Newport News, to-wit:

I, Lisa Burrows, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that W. William Austin, Jr., whose name is signed to the foregoing instrument as Executive Vice President of Riverside Hospital, Inc., a Virginia non-stock corporation, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 25<sup>th</sup> day of October, 2023 on behalf of said corporation. He is personally known to me.

Lisa C. Burrows  
Notary Public

My commission expires: 9/30/2026  
Registration No. 7989118



**Exhibit A**  
**Legal Description**

ALL THAT certain lot, piece of parcel of land, with the improvements thereon, known and designated as "N/F RIVERSIDE BEHAVIORAL CENTER, INC. OLD AREA = 11.6274 AC. NEW AREA = 13.7726 AC." As shown on that certain plat dated October 3, 2005, made by LandTech Resources, Inc. and entitled, "PROPERTY LINE VACATION PLAT OF 224 EXECUTIVE DRIVE FOR RIVERSIDE BEHAVIORAL CENTER, INC. HAMPTON, VIRGINIA", which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, as Instrument No. 050032733.

IT BEING the same property conveyed by deed dated March 31, 2000 from Virginia Psychiatric Company, Inc., a Virginia corporation, to Riverside Behavioral Center, Inc, a Virginia corporation, recorded March 31, 2000 in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, in Deed Book 1323, Page 1580.