

DEVELOPMENT AGREEMENT

By and Among

ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF HAMPTON

CITY OF HAMPTON

and

HAMPTON LODGING PARTNERS LLC

As of September 6, 2016

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made as of the \_\_\_ day of \_\_\_\_\_, 2016, by and among the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON**, a political subdivision of the Commonwealth of Virginia (the “**EDA**”), the **CITY OF HAMPTON**, a municipal corporation of the Commonwealth of Virginia (the “**City**”), and **HAMPTON LODGING PARTNERS LLC** a Virginia limited liability (the “**Developer**”) or Assigns.

### RECITALS

A. Subject to the terms and provisions of this Agreement, the Developer desires to acquire, develop and construct a Hyatt Place Hotel (the “**Project**” as hereinafter defined) on those certain parcels of real property located in the Coliseum Central Area of the City of Hampton, Virginia, namely the EDA-owned parcel and located at Coliseum Drive and Pine Chapel Road, LRSN 7001266 (the “**Hotel Site**”) and the City-owned parcel housing a pump station, LRSN 13003968 (the “**Pump Station Site**”) less certain easements (either existing or to be retained) as shown on Exhibit A. The Hotel Site and the Pump Station site are collectively referred to as (the “**Property**”).

B. The City joins in this Agreement as the owner of the Pump Station Site which is to be transferred to the EDA and to evidence approval of and funding for the EDA’s obligations in the Project as set forth in a Cooperation Agreement attached hereto as Exhibit C.

C. The EDA and the City find that it is in the public interest of the citizens of the City and that it is consistent with the EDA’s and the City’s economic development goals and the 2007 Coliseum Central Master Plan, as amended, for the Project to be developed in order to increase tax revenues and stimulate revitalization of the area surrounding the Property. Additionally, having new hotel product will allow the City to retain more of its tourism-related hotel nights and attract new convention business to the City. In addition to having a net positive benefit to tourism-related activity in Coliseum Central, the Project will support other tourism-related assets and activities throughout the entire City of Hampton. Accordingly, the EDA agrees to sell the Property to the Developer subject to the terms and conditions of this Agreement.

D. It is the intention of the parties hereto that the Developer shall assume significant financial risk in undertaking the Project and that all risks of cost overruns, labor difficulties, and the like, that are integral to making the Project a success after fulfillment of the EDA’s and the City’s obligations hereunder, are the sole responsibility of the Developer.

### DEFINITIONS

For the purposes of this Agreement, and in addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings ascribed thereto in this Definitions Section.

“**Act**” shall have the meaning given in Section 3.1.6.

**“Assigns”** shall mean any legal entity in which the managing member of Hampton Lodging Partners LLC retains the same capital stock, partnership interest or membership interest.

**“City”** shall mean the City of Hampton, Virginia, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia.

**“Clerk's Office”** shall mean the Clerk's Office of the Circuit Court of the City of Hampton, Virginia.

**“Closing Date”** shall have the meaning given in Section 4.2.

**“Code Requirements”** means the building code and zoning laws, rules, regulations and site plan and subdivision requirements of the City applicable to the Project including, without limitation, the Coliseum Central Master Plan, as amended, more specifically the Coliseum South Initiative Area and the Coliseum Central Design Guidelines.

**“Deed Restrictions”** shall have the meaning given in Section 4.2

**“Due Diligence Period”** shall have the meaning given in Section 3.1.7.

**“EDA Representative”** means the Director of the Department of Economic Development of the City of Hampton or his designee.

**“Effective Date”** shall mean the date on which this Agreement has been executed by all parties to this Agreement.

**“Event of Termination”** shall mean those events listed in Article VI.

**“Hazardous Substances”** shall have the meaning set forth in Section 3.1.6.

**“Master Plan”** shall mean the Coliseum Central Master Plan, as amended, more specifically the Coliseum South Initiative Area and the Coliseum Central Design Guidelines.

**“Performance Agreement”** shall mean the Economic Development Incentive Grant Performance Agreement to be entered into between the EDA and the Developer relating to the Project.

**“Plans”** shall have the meaning set forth in Section 3.1.1.

**“Project”** shall have the meaning set forth in Article I.

**“Site Plan”** means the formal engineered site plan and the building plan for the Project as required by the City Code.

**“Title Defects”** shall have the meaning set forth in Section 3.1.5.

**“Title Documents”** shall have the meaning set forth in Section 3.1.5.

## AGREEMENT

In consideration of the mutual promises and undertakings of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, the EDA and the City agree as follows:

### ARTICLE I

#### THE PROJECT

1.1 The Project. Subject to the other provisions of this Agreement, the "Project" shall consist of a minimum of a 109 room Hyatt Place Hotel (the "Hotel") to include a minimum of 2,000 square feet of meeting space. The Project will be designed and constructed consistent with the concepts and principles outlined in the Master Plan and the City's zoning ordinance requirements.

1.2 Infrastructure Improvements. The "Project" shall include design and construction of on-site utilities and infrastructure. Additionally, the "Project" shall include all necessary off-site connections associated with the Project, which may include water, sewer, storm drainage, street lights, irrigation systems, electricity and other utility services and curb and gutter, the costs of which shall be borne by the Developer. All street cuts to be patched in accordance with the City's Public Works standard in place at the time of the work. Additionally, the Developer shall be responsible and bear the costs of any repair or replacement of improvements, or construction of new improvements in the public right of way between the boundary line of the Property and the curb line of adjoining streets, hereinafter to include curb and gutter, all sidewalks around the Property, paver sidewalks as applicable, landscaping, including trees, tree wells and pedestrian amenities, all in accordance with the Master Plan, and as shown on the approved Site Plan, proffered development plan or as may be damaged by construction activity. All streets intended to be public or private streets must comply with City and VDOT standards. All alleys will be private and privately maintained. The cost of the aforesaid improvements shall be borne by the Developer.

### ARTICLE II

#### PRELIMINARY EDA RESPONSIBILITIES

2.1 EDA Responsibilities. Upon execution and delivery of this Agreement by all parties, the EDA shall undertake the following responsibilities in connection with the Project:

2.1.1 Delivery of Documents. The EDA shall provide to the Developer all studies, reports, information and other materials it has in its actual possession or control relating to the Hotel Site, including back title reports, any old surveys and any information relating to environmental conditions on the Property. The EDA shall not be held responsible for the content of any study, report, information, or other materials provided to the Developer hereunder. The EDA shall follow the same process for the Pump Station Site once the Pump Station Site is conveyed to the EDA. Similarly, the EDA shall not be held responsible for the content of any study, report, information, or other materials provided to the Developer associated with the Pump Station Site.

2.1.2 Easements/Vacation of Property Lines. The EDA, at its sole cost and expense shall pay for the costs of any surveys, boundary line adjustments, easement reservations and dedications for the City necessary for the Central Park Trail and System and pedestrian crossing, and easements to be retained by the City for the purpose of access and management of the City's sanitation system and other utilities, all as shown on Exhibits A and B. Any vacation of property lines or boundary line adjustments as required for development of the Project shall not impair necessary existing utility easements and City services to adjacent properties or the public. The cost of the physical relocation of necessary utilities and the cost of removal of any abandoned sewer infrastructure, if necessary, shall be borne by the Developer.

2.2 EDA Representative. The EDA appoints the EDA Representative to receive any and all submissions with respect to the Project not governed by the City's site plan or any additional development review processes.

### ARTICLE III THE DEVELOPER'S RESPONSIBILITIES

3.1 The Developer's Responsibilities. Upon the Effective Date the Developer shall undertake the following responsibilities:

3.1.1 Required Submissions. The Developer shall submit to the Director of Community Development, for review and approval, before the commencement of any land-disturbing or construction activity, the following:

- (a) Site Plan within six (6) months after the expiration of the due diligence period;
- (b) Detailed elevations of all sides of buildings;
- (c) Detailed floor plans;
- (d) Landscape and streetscape plan; and
- (e) Sample building materials.

The items listed above, once approved by the Director of Community Development shall be referred to hereafter as the "**Plans**".

Before any land-disturbing or construction activity commences on the Property, the EDA Representative shall have received a letter from the Director of Community Development to the effect that the proposed development, as defined by Plans above, is consistent with the Master Plan and this Agreement.

The review and approval of the items listed in this Sub-section is a process which is additional to the City's site-plan and development review process and accordingly, approval by such City employees of such items shall not be deemed to be an acknowledgment or certification by such City employees that such items are in compliance with any Code Requirements.

NOTHING IN THE DEVELOPMENT AGREEMENT OR ANY OTHER DEFINITIVE AGREEMENT BETWEEN THE EDA, CITY AND THE DEVELOPER SHALL CONSTITUTE OR BE DEEMED TO BE AN AGREEMENT BY THE CITY OR THE EDA TO APPROVE THE SITE PLAN FOR THE PROPERTY OUTSIDE OF THE NORMAL REVIEW PROCESS.

3.1.2 Zoning and Building Approvals. The Project shall comply with, and the Developer shall obtain such permits, authorizations, variances and approvals from the City as may be required by all applicable Code Requirements. Additionally, the Developer shall obtain all necessary permits, authorizations and approvals from the City to construct the Project. Nothing contained in this Agreement shall be deemed a waiver of any of the City's normal permit and approval process or fees, and all licenses, permits, consents, inspections and approvals which must be obtained for the development of real estate in the Coliseum Central Area of the City will likewise be required in conjunction with the Project and are not waived by virtue of this Agreement, notwithstanding any provision of this Agreement to the contrary.

3.1.3 Omitted

3.1.4 The Developer Funds. The Developer shall arrange for equity investment and/or debt financing sufficient to cover the costs that the Developer will incur in completing the Project, under terms and conditions acceptable to the Developer. The Developer may terminate the Agreement if it is unable to arrange for equity investment and/or debt financing within 60 days of the Effective Date of this Agreement.

3.1.5 Review of Title. Upon receipt of the documents delivered to it by the EDA pursuant to Section 2.1 hereof, and any title commitment and/or survey ordered by the Developer for the Hotel Site (collectively, the "**Title Documents**"), the Developer shall examine such Title Documents and give notice to the EDA prior to the end of the Due Diligence Period, as provided herein, of any tenancies, liens, encumbrances, conditions, restrictions or defects (the "**Title Defects**") affecting title to the Hotel Site that are not acceptable to it. Upon the failure of the EDA to eliminate all Title Defects within 60 days after its receipt of notice from the Developer of the same, the Developer may attempt, but shall not be obligated, to eliminate such Title Defects at its own expense. Should the Developer not elect to cure, or not successfully cure or waive the Title Defects within 60 days after the expiration of the EDA's cure period, the Developer may terminate this Agreement by written notice to the EDA. In the event of termination as set forth herein, the parties shall not have any further rights against, or obligations or liability to the other hereunder except as specified in Section 3.1.8. This provision shall also apply to the Pump Station Site once it is transferred to the EDA as set forth in this Agreement.

3.1.6 Hazardous Substances. The Developer shall accept the Property "**as is, where is**", and neither the EDA nor the City shall have any liability for the existence of Hazardous Substances (as such term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980), as the same may be amended from time to time (the "**Act**"), in or on the Property or removal or cleanup thereof.

3.1.7 Due Diligence Period. Notwithstanding the foregoing section 3.1.6, the Developer is hereby granted 60 days from Effective Date (the "**Due Diligence Period**") (i) to

inspect the Property to perform such tests and examinations as the Developer deems advisable, including, without limitation, soil and environmental tests, in order to determine that the soils and subsurface conditions of the Property are suitable, in the reasonable opinion of the Developer, for the Developer's intended use, and to determine the existence of any adverse environmental matters or conditions in, on, under, about, or migrating from or onto the Property and (ii) to make investigations with regard to matters of survey, title, stormwater, flood plain, utilities availability, building code, and other applicable governmental requirements with regard to the Property and the use thereof. If the Developer determines during the Due Diligence Period that the soils and subsurface conditions of the Property are not suitable for its intended use, that the existence of any adverse environmental matters or conditions in, on, under, about, or migrating from or onto the Property is unacceptable, or that any of its inspections, investigations and the like are unacceptable or unsatisfactory to the Developer, the Developer reserves the right to terminate this Agreement by giving the EDA Representative written notice of termination not later than 5:00 p.m. on the last day of the Due Diligence Period. Upon receipt of such notification, this Agreement shall be terminated and thereafter, the parties shall not have any further rights against or obligations or liability to the other hereunder except as specified in this Section 3.1.8. Failure to notify the EDA's Representative of termination of this Agreement as provided herein constitutes a waiver of the Developer's right to terminate for adverse environmental conditions.

3.1.8 Access. Access shall be at the Developer's sole risk and expense. Neither the EDA nor the City shall be responsible for and the Developer shall indemnify and hold harmless the EDA and the City and their respective agents, employees, volunteers, servants and officials against any and all claims, obligations, demands, actions or suits for bodily injury or property damage by any person arising from such access or the conduct of activities on the Property by the Developer, its agents, contractors, representatives, successors and assigns. Neither the Developer nor any of its agents or contractors shall suffer or cause to be created any lien or encumbrance arising from such activities, and the Developer shall repair any damage to the Property resulting from such access. The obligations set forth in this Section 3.1.8 shall survive Closing, delivery of the Hotel Site Deed and the Pump Station Deed or termination of this Agreement.

#### ARTICLE IV PURCHASE OF PROPERTY; CONTINGENCIES; REVERTER

4.1 Purchase Price. Upon satisfaction of the terms and conditions of this Agreement, including any contingencies, the EDA shall sell and convey to the Developer and the Developer shall acquire the Property from the EDA. The purchase price for the Property shall be ONE MILLION THREE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$1,362,800.00) reduced by the Property Conditions Credit as defined herein for a total purchase price of \$1.00 (the "**Purchase Price**"). The purchase price set forth in this Section 4.1 reflects the recognition by the EDA of the costs to be incurred by the Developer with respect to the construction of the Project in the amount of \$1,362,799.00 to be credited against the purchase price (the "**Property Conditions Credit**"). The Purchase Price shall be paid in lawful money of the United States of America by check or wire transfer at Closing.

## 4.2 The Closing.

4.2.1 Hotel Site. The closing of the Hotel Site shall take place no later than 10 business days after the expiration of the Due Diligence Period or the resolution any Title Defects, whichever occurs last (the “**Hotel Site Closing Date**”). The Closing shall take place at the Office of the City Attorney, 22 Lincoln Street, Hampton, Virginia. At Closing, the EDA shall deliver to the Developer a good and sufficient deed (the “**Hotel Site Deed**”) with Special Warranty of Title. The conveyance of the Hotel Site will be subject to an easement dedicated to the City approximately 25’ in width and 90’ in length from the driveway to Commerce Drive and existing 10’ sanitary sewer easement that runs along the northwest corner of the Hotel Site in order to facilitate the redirection of the City’s sanitation system and an expanded easement currently existing along Pine Chapel Road for the Central Park Trail and System all as shown on Exhibits A and B. There may be additional easements and/or public rights-of-way deemed by the City to be necessary for the provision of utility services by the City, the Hampton Roads Sanitation District, or any other utility provider which shall be dedicated by the EDA prior to the conveyance of the Hotel Site. Except for the easements to be dedicated to the City as set forth herein, any other easements associated with the Pump Station Site running through the Hotel Site that are not needed shall be vacated by the City and all associated infrastructure located in, on, or under any such vacated easements shall be abandoned by the City. The removal of any such abandoned infrastructure, if necessary, shall be at the sole cost of the Developer. In order to preserve the integrity of the Master Plan and ensure that development of the Hotel Site occurs according to the Master Plan, the EDA will convey the Hotel Site subject to deed restrictions requiring strict compliance with the Project definition, the Master Plan and specifically the Coliseum Central Design Guidelines (the “**Deed Restrictions**”). The Deed Restrictions shall be incorporated into the Hotel Deed, and the Developer, its successors and assigns shall be bound by the Deed Restrictions in its ownership and use of the Hotel Site. The Developer shall be responsible for the following closing costs: (i) fees and grantee taxes for recording the Hotel Site Deed in the Clerk’s Office, (ii) title examination and insurance premiums, (iii) financing costs, (iv) any environmental studies, and (v) its own attorney’s fees and other expenses. The EDA shall be responsible for any delinquent or deferred real estate taxes and stormwater utility fees and its own attorney’s fees and other expenses. The EDA is exempt from grantors taxes on the Hotel Site Deed. Any real estate property taxes and stormwater utility fees shall be prorated as of the Hotel Site Closing Date. Except as to special warranty of title, the Hotel Site Site will be sold to the Developer “AS IS, WHERE IS, WITH ALL FAULTS” without any representations or warranties from the City, either expressed or implied.

4.2.2 The Pump Station Site. The City will transfer the Pump Station Site to the EDA after all equipment desired to be retained by the City is removed from inside the building structure, which removal shall be completed no later than nine (9) months from the Effective Date of this Agreement. The City shall use reasonable good faith efforts to cause such removal as soon as practical after the Effective Date. The City shall not remove the structure located on the Pump Station Site. Removal of the structure on the Pump Station Site and, if necessary, any remaining equipment or infrastructure shall be performed at the sole cost and expense of the Developer. The closing of the Pump Station Site shall take place no later than 10 business days after the removal of the equipment from the building structure, or the resolution of any Title Defects, whichever occurs last (the “**Pump Station Closing Date**”). The Closing shall take place at the Office of the City Attorney, 22 Lincoln Street, Hampton, Virginia. At Closing,



the EDA shall deliver to the Developer a good and sufficient deed (the “**Pump Station Deed**”) with Special Warranty of Title. In order to preserve the integrity of the Master Plan and ensure that development of the Pump Station Site occurs according to the Master Plan, the EDA will convey the Pump Station Site subject to deed restrictions requiring strict compliance with the Project definition, the Master Plan and specifically the Coliseum Central Design Guidelines (the “**Deed Restrictions**”). The Deed Restrictions shall be incorporated into the Pump Station Deed, and the Developer, its successors and assigns shall be bound by the Deed Restrictions in its ownership and use of the Pump Station Site. The Developer shall be responsible for the following closing costs: (i) fees and grantee taxes for recording the Pump Station Deed in the Clerk’s Office, (ii) title examination and insurance premiums, (iii) financing costs, (iv) any environmental studies, and (v) its own attorney’s fees and other expenses. The EDA shall be responsible for any delinquent or deferred real estate taxes and stormwater utility fees and its own attorney’s fees and other expenses. The EDA is exempt from grantors taxes on the Pump Station Deed. Any real estate property taxes and stormwater utility fees shall be prorated as of the Pump Station Closing Date. Except as to special warranty of title, the Pump Station Site will be sold to the Developer “AS IS, WHERE IS, WITH ALL FAULTS” without any representations or warranties from the City, either expressed or implied.

In the event the City is able to remove the equipment from the building structure to coincide with the Hotel Site Closing, and all Title Defects have been resolved, the EDA shall combine the closing of the Hotel Site and the Pump Station Site and close on the entire Property by Special Warranty Deed with Deed Restrictions. In the event the City is unable to remove the equipment from the building structure within nine (9) months from the Effective Date of this Agreement, such delay will trigger the force majeure provisions of Section 12.11.

4.3 Performance Agreement. Prior to or simultaneously with the Hotel Site Closing Date, the Developer and the EDA shall have entered into the Performance Agreement.

4.4 Omitted

4.5 Reverter. In the event the Developer fails to obtain the building permit to commence construction of the Hotel no later than six (6) months after Site Plan approval date, subject to the force majeure provisions of Section 12.11, the EDA shall have the right to repurchase the Property at the purchase price of \$1.00, whereupon the Developer shall forthwith convey the Property back to the EDA by Special Warranty deed free and clear of liens and encumbrances other than (i) those encumbering the Property at the time conveyed by the EDA to the Developer, (ii) those contained in the Hotel Site Deed and the Pump Station Deed and (iii) those otherwise created or approved by the EDA. The Property other than the Pump Station Site shall be restored by the developer to pre-closing condition. Settlement shall take place in the Office of the City Attorney within 30 days after the EDA’s written notice to the Developer to repurchase the Property. In the event the Developer for any reason fails or refuses to convey title back to the EDA as required herein, then, the EDA shall have the right to enter upon and take possession of said Property, along with all rights and causes of action necessary to have title to the Property conveyed back to the EDA. In the event the City exercises its option to repurchase the Property as set forth under the reverter provision of Section 4.5, and the Property is encumbered by a mortgage, under no circumstances shall the EDA be held liable with respect any remaining mortgage balance or deficiency. The EDA and the City will exercise a good faith

effort to proceed with the review and approval processes in a reasonable and timely manner so as not to delay the construction of the Project; provided, however, that the Developer must respond to review comments in a timely fashion so as not to unduly delay the review process. Any “bad faith” delay caused by the EDA and /or the City shall not trigger this reverter. Notwithstanding the foregoing, the EDA will agree to release the reverter, at the sole cost and expense of the Developer, upon evidence of the issuance of the building permit to commence construction of the Hotel no later than six (6) months after Site Plan approval date. This provision shall survive Closing and delivery of the Hotel Site Deed and the Pump Station Deed.

## **ARTICLE V PROJECT DEVELOPMENT**

5.1 Construction of the Project. Upon completion by the Developer of the activities and responsibilities, the resolution of any Title Defects and Closing all as set forth in Articles III and IV hereof, the Developer shall commence, or cause others to commence construction of the Project. Notwithstanding the foregoing, the Site Plan for review and approval must be submitted to the City within six (6) months from the expiration of date of the Due Diligence Period. Subject to the force majeure provisions of Section 12.11, the Developer shall thereafter diligently pursue construction of the Project in accordance with the terms and conditions set forth herein, and shall obtain its building permit to commence construction of the Hotel within six (6) months after the Site Plan approval date. Failure to submit the Site Plan and to obtain the building permit as set forth herein shall, subject to the force majeure provisions of Section 12.11, constitute a default and an Event of Termination and shall subject the Property to the reverter provision of Section 4.5 above. Additionally, Developer shall obtain a Certificate of Occupancy for the Hotel within 14 months from the issuance of the building permit for the Hotel, subject to the force majeure provisions of Section 12.11.

5.2 Specific Development Criteria and Requirements. In addition to and not in lieu of the Master Plan as defined and any Code Requirements, the Project shall be developed in accordance with the following criteria:

The Hotel shall have a minimum of 109 rooms under the Hyatt Place Hotel flag, and shall include a minimum of 2,000 square feet of meeting space. The exterior façade shall meet or exceed the Coliseum Central Design Guidelines. The Hotel building will be a minimum of four (4) floor stories tall. The Hotel building section facing Coliseum Drive shall be 40-60% glass windows and glass doors. The lobby and other common areas of the Hotel shall exceed the brand requirements (as allowed by the brand). The final design of the Hotel lobby other common areas must be mutually agreed upon by the Developer, the City’s Director of Community Development and the EDA’s Representative. However, City approval shall not be unreasonably withheld, conditioned or delayed.

In addition to the applicable zoning requirements, the following shall apply:

(i) Setback – the building and all accessory structures shall have a maximum setback of 10’ from the property lines adjacent to Coliseum Drive and Pine Chapel Road, however, if a *porte cochere* is incorporated into the design, up to 1/3 of the length of the building’s front and/or side façade may be set back up to 40’ from the property lines adjacent to Coliseum Drive

or Pine Chapel Road in order to accommodate the *porte cochere* and the associated drive aisle and passenger loading zones. The *porte cochere* drive aisle must have direct access to Coliseum Drive and/or Pine Chapel Road and must not be connected to the site's internal parking areas or drive aisles.

(ii) Parking – all parking shall be located behind the front building setback line (extended) along Coliseum Drive.

(iii) Primary Entrance – the Hotel building must have its primary entrance on Coliseum Drive along with pedestrian access from the sidewalk to the door.

### 5.3 Construction Issues.

5.3.1 The Project shall be constructed in full compliance with all applicable federal, state and local laws, rules and regulations and that all construction shall be of good quality and shall be made in a workmanlike manner consistent with the highest industry standards. The Developer shall supervise and direct construction of the Project using its best skill and attention, and agrees that it shall be solely responsible for all construction methods, techniques and procedures. The Developer shall be responsible for any costs associated with changes to local laws made necessary by changes in state and federal legislation or regulations.

5.3.2 During construction of the Project, the Developer shall keep the Property clean and in good order, free of trash and construction debris. If the Developer fails to do so, the EDA may issue a written warning to the Developer identifying the section of the Property that the Developer has failed to maintain as set forth herein. If the Developer does not correct the condition within 30 days of its receipt of such written notice, the EDA may clean the Property and charge the Developer for all its costs and expenses incurred therein.

5.4 Inspections. During construction of the Project, members of the City's Office of Building Inspection may make periodic inspections at reasonable times after notice to the Developer (unless inspections are requested by the Developer or any contractor or subcontractors on the Project, in which case no notice shall be required) to ensure ongoing compliance with Code Requirements and regulations, approved plans and specifications, and compliance with the Developer's obligations under this Agreement.

5.5 Survival. The provisions of this Article V shall be continuing obligations of the Developer and shall survive Closing and delivery of the Deed(s).

## ARTICLE VI EVENTS OF TERMINATION

6.1 Events of Termination by the Developer. Each of the following shall constitute an Event of Termination by the Developer:

6.1.1 Breach of any material covenant, obligation or requirement of the Developer arising under this Agreement, the Deeds, including an Event of Termination in this Section 6.1, and the continuation of such breach for 30 days after receipt of written notice from

the EDA specifying the nature and extent of such breach, or if such breach cannot reasonably be cured within such 30 day period, the failure of the Developer to commence to cure such breach within such 30 day period and to diligently pursue same to completion.

6.1.2 The filing by the Developer of a voluntary proceeding or the consent by the Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights.

6.1.3 The entering of an order for relief against the Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the Property or assets of the Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of 90 consecutive days.

6.2 Events of Termination by the EDA. Each of the following shall constitute an Event of Termination by the EDA:

6.2.1 The failure of the EDA to perform or to observe any covenant, obligation or requirement of this Agreement not specifically named as an Event of Termination in this Section 6.2, and the continuation of such failure for 30 days after receipt of written notice from the Developer specifying the nature and extent of any such default, or if such default cannot reasonably be cured within such 30 day period, the failure of either (i) to commence to cure such default within such 30 day period and to diligently continue to pursue such efforts to cure to completion, or (ii) to cure such Event of Termination within a reasonable time after the expiration of the first 30 day period, and to diligently pursue the same to completion.

6.3 EDA Remedies.

6.3.1 Should an Event of Termination as outlined in 6.1.1 through 6.1.3 by the Developer occur hereunder, the EDA may, by written notice to the Developer, terminate this Agreement, and, in addition, may exercise any remedies available to it at law or in equity, except that the Developer shall not be liable to the EDA for damages that are consequential, exemplary or punitive in nature, but shall be liable only for recovery of out-of-pocket costs actually incurred by the EDA after execution of this Agreement. All remedies provided to the EDA under this Agreement shall be cumulative and not restrictive of other remedies, including, without limitation, specific performance or the EDA's exercise of the reverter as specified in Section 4.5 above.

6.4 The Developer's Remedies. Should an Event of Termination by the EDA occur hereunder, the Developer may seek specific performance, or by written notice to the EDA, terminate this Agreement, upon which termination the Developer may exercise any remedies available to it at law or in equity, except that the EDA shall not be liable to the Developer for damages that are consequential in nature, but shall be liable only for recovery of out-of-pocket costs actually incurred by the Developer after execution of this Agreement.

## ARTICLE VII INSURANCE

7.1 General Liability Insurance. The Developer shall carry comprehensive general liability insurance insuring the Developer against any and all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of the Developer and its agents, contractors or employees, in connection with the design and construction of the Project in the amount of Two Million Dollars (\$2,000,000) for any single occurrence along with an umbrella general liability policy of not less than Five Million Dollars (\$5,000,000). Such policy or policies shall specifically include pile driving operations. The Developer may procure and maintain a "blanket" All Risk policy to satisfy the requirements of this Section 7.1, which may cover other property or locations of the Developer and its affiliates and/or the affiliates of a member of the Developer, so long as the coverage required in this Section 7.1 is separate and specific to the Project.

7.2 Policy Requirements. The following general requirements shall apply to all insurance coverage carried by the Developer pursuant to Section 7.1:

7.2.1 Financially Sound Company. Such policies shall be procured from financially sound and reputable insurers licensed to do business in the Commonwealth of Virginia and have an A.M. Best rating of not less than A-8 or, if not rated with A.M. Best, the equivalent of A.M. Best's surplus size of A-8.

7.2.2 Certificates of Insurance. The Developer shall deliver to the EDA policies or certificates of insurance evidencing such coverage before the commencement of construction.

7.2.3 Replacement Certificates of Insurance. Within 30 days before expiration of coverage, or as soon as practicable, renewal policies or certificates of insurance evidencing renewal and payment of premium shall be delivered by the Developer to the EDA.

7.2.4 Non-Cancelable Without Notice. The coverages shall be non-cancelable unless the carrier gives to the EDA 30 day's prior written notice of cancellation.

7.3 Environmental Considerations. Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of Hazardous Substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the City or EDA, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any Hazardous Substances, or any noncompliance with or the failure to meet any federal, state or local standards, requirements, laws, statutes, regulations, or the law of nuisance by the Developer (or by its agents, officers, employees, contractors, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by the Developer) in the performance of this Agreement under the Due Diligence activities under Section 3.1.7 or from the Closing Date, shall be paid by the Developer. This Subsection shall survive the termination or expiration of this Agreement and Closing on the Property.

7.4 Workers' Compensation Insurance.

7.4.1 The Developer shall maintain such workers' compensation insurance as may be required pursuant to the laws of the Commonwealth of Virginia.

**ARTICLE VIII**  
**EQUAL OPPORTUNITY EMPLOYER/PROHIBITION AGAINST EMPLOYMENT OF**  
**UNAUTHORIZED ALIENS**

8.1 Equal Opportunity Employer. The Developer is an Equal Opportunity Employer. In keeping with this policy, the Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Developer. Similarly, the Developer will continue to administer all other personnel matters (such as compensation, benefits, transfers, lay-offs and training) in accordance with the requirements of federal and state law. In addition, the Developer will use its best efforts to recruit well-qualified minorities for its work force. The Developer shall also require that each of its construction contractors or subcontractors are also Equal Opportunity Employers and that they extend the same policies as set forth in this Article VIII to their respective personnel.

8.2 Mandatory Contract Provisions.

8.2.1 The Developer agrees to insert the following requirements in all bid documents, contracts and purchase orders of over \$10,000 pertaining to this Agreement, and to require all contractors to include such requirements in its subcontracts over \$10,000:

(a) that such contractors and subcontractors, as applicable, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor or subcontractor, as applicable;

(b) that such contractors and subcontractors, as applicable, will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of Section 8.2.1(a) hereof. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 8.2.1;

(c) that such contractors and subcontractors, as applicable, will provide a "drug-free workplace" for the contractor's or subcontractor's employees, with "drug-free workplace" meaning a site for the performance of work where the employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract;

(d) that such contractors and subcontractors, as applicable, will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's or subcontractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(e) that such contractors and subcontractors, as applicable, will state in all solicitations or advertisements for employees placed by or on behalf of the contractor or

subcontractor that such contractor or subcontractor, as applicable, maintains a drug-free workplace; and

(f) that such contractors and subcontractors, as applicable will certify they do not and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

## **ARTICLE IX REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

In order to induce the EDA to enter into this Agreement, the Developer represents and warrants to the EDA as follows:

9.1 The Developer is a duly organized and validly existing limited liability company under the laws of the Commonwealth of Virginia and has the power and authority to own its properties and other assets and to transact the business in which it is now engaged or proposed to engage.

9.2 The Developer has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all other instruments to be executed and delivered by the Developer in connection with its obligations hereunder. The execution, delivery and performance by the Developer of this Agreement have been duly authorized by all requisite action by the Developer, and this Agreement is a valid and binding obligation of the Developer enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

9.3 The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any evidence of indebtedness of the Developer or contained in any instrument under or pursuant to which any such evidence of indebtedness has been issued or made and delivered. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Organization of the Developer or of any agreement or instrument to which the Developer is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder, or, except as contemplated hereby, result in the creation or imposition of any lien or other encumbrance upon any of the properties or other assets of the Developer.

9.4 There are no actions, suits, investigations or proceedings (whether or not purportedly on behalf of the Developer) pending or, to the knowledge of the Developer, threatened against or affecting the Developer or the Project or any other of the assets or properties of the Developer at law or in equity or before or by a governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before an arbitrator of any kind, which involve the possibility of liability in excess of \$100,000 or of any material adverse effect on the business operations, prospects, properties or other assets or in the condition, financial or otherwise, of the Developer, or of the Project, and the Developer is not in

default with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

9.5 To its best knowledge, the Developer is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which materially and adversely affect the business, operations, prospects, properties or other assets, or the condition, financial or otherwise, of the Developer or of the Project. The Developer has received no written notice of, and to its best knowledge, is not in default (a) under any obligation for borrowed money, or (b) in the performance, observance or fulfillment or any of the obligations, covenants or conditions contained in any other agreement or instrument to which it is a party, by which it is otherwise bound or to which any of its property or the Project is subject.

9.6 To the Developer's best knowledge, neither this Agreement nor any document, certificate or financial statement furnished to the EDA by or on behalf of the Developer in connection herewith, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein not misleading. There is no fact known to the Developer which materially adversely affects or in the future may (so far as it is now known to the Developer) have a material adverse effect upon the business, operations, prospects, property, other assets or financial condition of the Developer or of the Project which has not been set forth in this Agreement or in other documents, certificates and financial statements furnished to the EDA or on behalf of the Developer in connection with the transactions contemplated hereby.

## **ARTICLE X REPRESENTATIONS AND WARRANTIES OF THE EDA AND THE CITY**

In order to induce the Developer to enter into this Agreement, the EDA and the City respectively represent and warrant to the Developer as follows:

10.1 The EDA is a political subdivision of the Commonwealth of Virginia and the City is a municipal corporation of the Commonwealth of Virginia both possessing the full legal right, power, and authority to enter into and perform its obligations under this Agreement.

10.2 The EDA and the City have the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all other instruments to be executed and delivered by the EDA or the City in connection with its obligations hereunder.

10.3 The execution, delivery and performance by the EDA and the City of this Agreement has been duly authorized by all requisite action by the EDA and the City, and this Agreement is a valid and binding obligation of the EDA and the City enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

10.4 The materials delivered by the EDA to the Developer pursuant to Section 2.1.1 of this Agreement constitute all of the materials in the possession and control of the EDA relating to the Hotel Site and/or the Pump Station Site, as the case may be.



10.5 Neither the EDA nor the City has entered into nor will they enter into any agreement for a new hotel development in which the EDA or the City provides funding in the Coliseum Central area for a period of four (4) months from the Effective Date of this Agreement.

## **ARTICLE XI [OMITTED IN ITS ENTIRETY]**

### **ARTICLE XII MISCELLANEOUS**

#### **12.1 Assignment.**

12.1.1 This Agreement is binding upon and shall inure to the benefit of the EDA, the City, the Developer and their respective successors and assigns.

12.1.2 The Developer may not assign its interest or any part thereof in this Agreement without the prior written approval of the EDA, which shall not be unreasonably withheld, conditioned or delayed, and upon such approval, the assignee shall assume all of the obligations of the Developer under this Agreement and shall not relieve the assignor of any liability hereunder. Notwithstanding the limitation imposed above, the Developer may assign its interest in this Agreement to an entity in which the managing member of Hampton Lodging Partners LLC retains the same capital stock, partnership interest or membership interest, provided that no such assignment shall relieve the Developer of any liability hereunder.

12.2 Consents and Approvals. The EDA, the City and the Developer commit to work harmoniously with each other, and except in instances (if any) where a consent or approval is specified to be within the sole discretion of any of the parties, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that this covenant does not apply to permits required from the City in connection with the Project.

#### **12.3 Omitted.**

#### **12.4 Omitted.**

12.5 Entire Agreement. This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the EDA, the City and the Developer for the Project. This Agreement may only be modified by written instrument executed by the EDA, the City and the Developer.

12.6 Headings. The captions and headings of the articles and sections contained herein are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

12.7 Notices. A notice, communication, or request under this Agreement shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service (next business day service), or (c) hand delivery (if receipt is evidenced by a signature of the addressee or authorized agent), and addressed to the applicable parties as follows:

The Developer: Hampton Lodging Partners LLC  
Attn: Manager  
249 Central Park Avenue, Suite 320  
Virginia Beach, Virginia. 23462

and a copy to: Faggert & Frieden, P.C.  
Attn: Alan M. Frieden, Esq.  
222 Central Park Avenue, Suite 1300  
Virginia Beach, VA 23462

The EDA: Economic Development Authority  
of the City of Hampton  
Attention: Chair  
One Franklin Street, Suite 600  
Hampton, Virginia 23669

The City: City of Hampton  
Attention: City Manager  
22 Lincoln Street  
Hampton, Virginia 23669

and a copy to: City of Hampton  
Attention: City Attorney  
22 Lincoln Street  
Hampton, Virginia 23669

Any notice, communication, or request so sent shall be deemed to have been "given" (a) as of the next business day after being sent, if sent by nationally recognized express mail service, (b) as of the fifth business day after being sent, if sent by Registered or Certified U.S. Mail or (c) upon receipt, if sent by hand delivery. Either party may change its address for notice purposes by giving notice thereof to the other parties, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

12.8 Partial Invalidity. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to an original, and such counterparts shall constitute one and the same instrument.

12.10 Choice of Laws and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, including conflicts of laws. Any lawsuit, action, or proceeding arising under this Agreement shall be brought exclusively in a court of competent jurisdiction in the City of Hampton, Virginia.

12.11 Force Majeure. For the purpose of any of the provisions of this Agreement, neither the EDA, the City, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not restricted to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, terrorism, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes, it being the purpose and intent of this Section 12.11 that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). The affected party shall use reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; and provided further, that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the affected party, and the affected party shall not be required to make settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the affected party, unfavorable to the affected party. Notwithstanding the above, (a) the Developer may not rely on its own acts or omissions as grounds for delay in its performance, and (b) the absence of immediately available funds shall not be grounds for delay by the Developer.

12.12 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the EDA, the City and the Developer or as constituting the Developer as the agent or representative of the EDA or the City for any purpose or in any manner under this Agreement, it being understood that the Developer is an independent contractor hereunder.

12.13 Representatives Not Individually Liable. No official, representative, or employee of the EDA or the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the EDA for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement. No officer, director, representative, or employee of the Developer shall be personally liable to the EDA or the City in the event any default or breach by the Developer for any amount which may become due to the EDA or on any obligations under the terms of this Agreement.

12.14 Ancillary Documents. The Chair or the Vice-Chair of the EDA is authorized, on behalf of the EDA, to execute any and all other documents necessary or appropriate to effectuate the transactions contemplated by this Agreement, provided such documents do not materially alter the relationship of the parties or the principal elements of the Project, and to grant such approvals and consents on behalf of the EDA without additional formal approval of the EDA. The City Manager is authorized, on behalf of the City, to execute any and all other documents necessary or appropriate to effectuate the transactions contemplated by this Agreement, provided such documents do not materially alter the relationship of the parties or the principal elements of the Project, and to grant such approvals and consents on behalf of the City without additional formal approval of the City Council.

12.15 Broker. The EDA, the City and the Developer each represent and warrant for itself that it has not dealt with any broker in connection with this Agreement and each covenants and agrees to indemnify and hold the other harmless from and against any claim, cost, liability, or expense (including reasonable attorney's fees) arising or resulting from a breach of this warranty.

12.16 Third Party Beneficiary. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

12.17 Payment or Performance on Saturday, Sunday, or Holiday. Whenever the provisions of this Agreement call for any payment or the performance of any act, including the expiration date of any cure periods provided herein, on or by a date that is not a "Business Day", then such payment or such performance shall be required on or by the immediately succeeding "Business Day", which term shall mean a day other than a Saturday, Sunday, or legal holiday in the Commonwealth of Virginia.

12.18 Incorporation into Agreement. All exhibits, schedules, and recitals form a part of this Agreement.

12.19 Conflict of Terms. It is the intention of the EDA, the City and the Developer that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning that renders it valid and enforceable.

12.20 No Waiver. No failure on the part of the EDA, the City or the Developer to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

12.21 Compliance with Laws. The Developer shall, at all times, be subject to all applicable governmental laws, ordinances, rules and regulations (collectively, the "**Applicable Laws**") pertinent to the Project, this Agreement, and the Developer's actions in connection with the Project and this Agreement.

12.22 Good Faith and Fair Dealing. The parties covenant and agree each to the other that its conduct under this Agreement, and the interpretation and enforcement of the provisions hereof, shall be characterized by good faith and fair dealings so that the objectives of each party as set forth in this Agreement may be achieved.

this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

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12.22 Good Faith and Fair Dealing. The parties covenant and agree each to the other that its conduct under this Agreement, and the interpretation and enforcement of the provisions hereof, shall be characterized by good faith and fair dealings so that the objectives of each party as set forth in this Agreement may be achieved.

12.23 Omitted

12.24 Sovereign Immunity. Nothing contained in this Agreement shall be deemed to be, or have the effect of being, a waiver by the EDA, the City or any other governmental agency, of such sovereign immunity it may have under the laws of the Commonwealth of Virginia or of the United States.

WITNESS the following signatures:

ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF HAMPTON

By: \_\_\_\_\_  
Chair/Vice-Chair

CITY OF HAMPTON

By: \_\_\_\_\_  
City Manager/Authorized Designee

Approved as to Content:

Approved as to Form & Legal Sufficiency:

\_\_\_\_\_  
Dept. of Economic Development

\_\_\_\_\_  
City Attorney and Counsel to EDA

HAMPTON LODGING PARTNERS LLC

By:   
\_\_\_\_\_  
Managing Member

**Exhibit A**

(Easement reservations & dedications for the Central Park Trail and System and pedestrian crossing)

Attached

**LEGEND:**



DENOTES TRAIL EASEMENT

AREA OF EASEMENT: 2,780 S.F. ± ; 0.0638 AC. ±

**NOTES:**

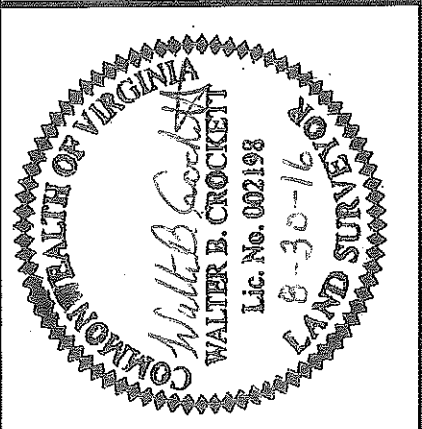
1. THE LAND BOUNDARY SURVEY SHOWN HEREON IS BASED UPON A CURRENT FIELD SURVEY.
2. A CURRENT TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
3. ALL EXISTING EASEMENTS MAY NOT BE SHOWN ON THIS PLAT.
4. PROPERTY IS SUBJECT TO RIGHTS OF WAY, EASEMENTS, COVENANTS AND ALL MATTERS OF PUBLIC RECORD.

**ADDITIONAL REFERENCES:**

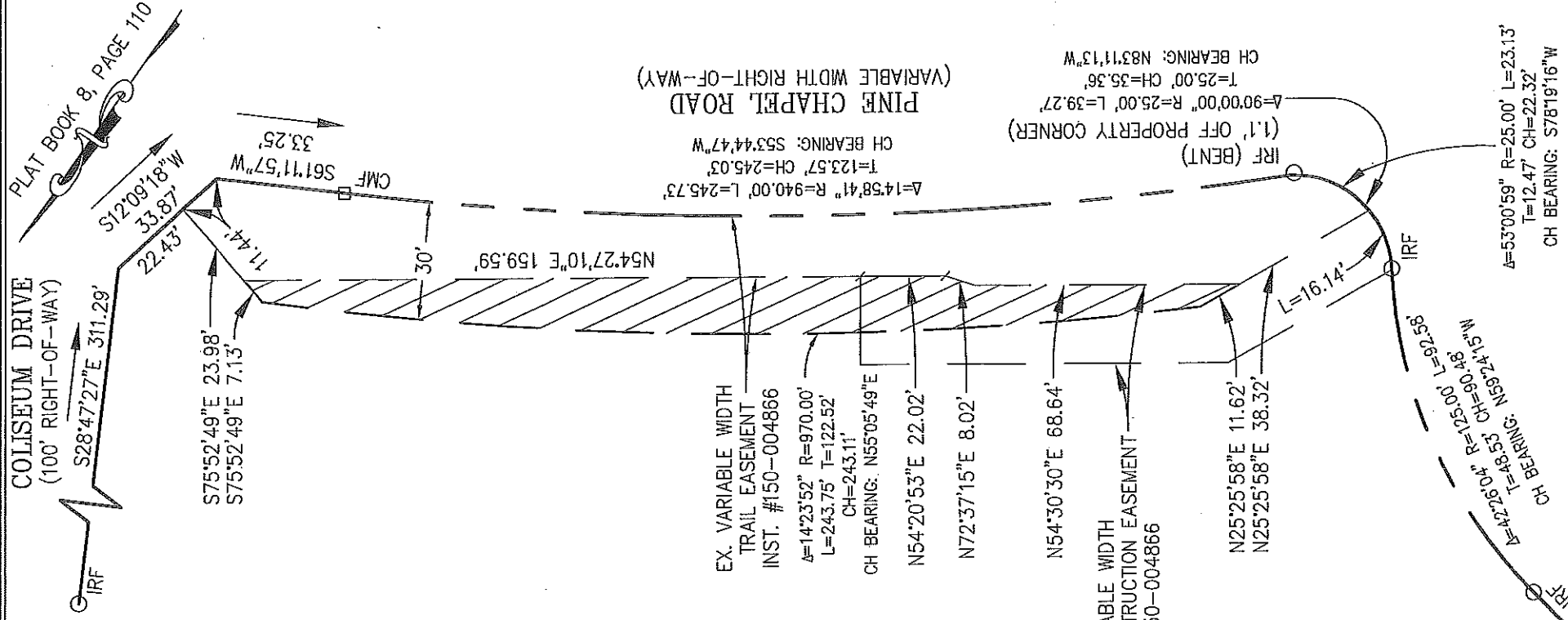
- D.B. 313, PG. 609 (EASEMENT)
- D.B. 935, PG. 531 (EASEMENT)
- D.B. 967, PG. 941 (EASEMENT)

**DISCLAIMER FOR ELECTRONICALLY TRANSMITTED DOCUMENTS:**

THE ORIGINAL SIGNED VERSION OF THIS PLAN OR PLAT IS ON FILE AT THE CITY OF HAMPTON PUBLIC WORKS ENGINEERING DEPARTMENT AT 22 LINCOLN STREET, HAMPTON, VIRGINIA. NEITHER THE CITY OF HAMPTON NOR THE LICENSED LAND SURVEYOR WHO PREPARED THIS PLAN OR PLAT ASSUMES ANY RESPONSIBILITY FOR ANY SUBSEQUENT CHANGES TO THE INFORMATION OR DATA SHOWN ON THE ORIGINAL SIGNED VERSION, WHICH ARE NOT MADE BY THE LICENSED LAND SURVEYOR OR THOSE WORKING UNDER HIS DIRECT CONTROL AND PERSONAL SUPERVISION.



ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF HAMPTON, VA  
INST. #150014740  
P.B. 8, PG. 110 (PLAT)  
LRSN: 7001266  
1905 COLISEUM DRIVE



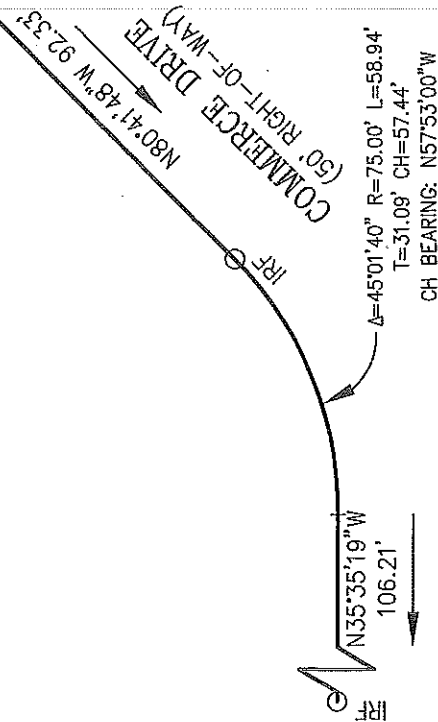
**Plat Showing  
Trail Easement**

Located at #1905 Coliseum Drive, Hampton, VA  
Conveyed to the City of Hampton, VA  
From the Economic Development  
Authority of the City of Hampton, VA

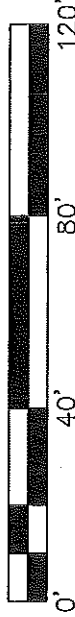


CITY SURVEYOR - WALTER B. CROCKETT, L.S.  
CITY OF HAMPTON  
PUBLIC WORKS ENGINEERING  
22 LINCOLN ST., HAMPTON VA 23669

SURVEY BY: W.B. Crockett, L.S. DATE: 30 Aug., 2016  
CAL'C BY: W.B. Crockett, L.S.  
DRAWN BY: R.J. Edwards  
CHECKED BY: W.B. Crockett, L.S.



SCALE: 1"=40'



**Exhibit B**  
(Sanitary sewer easement)  
Attached

---



CMP I HAMPTON OWNER LLC  
INST. 140012024; P.B. 8, PG. 110 (PLAT)  
LRSN: 7001265; 1917 COLISEUM DRIVE

N54°27'05"E 489.78'

IRF

COMMERCE DRIVE  
(50' RIGHT-OF-WAY)

N35°35'19"W 106.21'

EX. 10' SANITARY SEWER EASEMENT  
D.B. 313, PG. 609

N54°17'47"E 25.00'

N35°42'13"W 85.69'

S35°42'13"E 110.70'

25' SANITARY SEWER EASEMENT

35.36'

N80°41'48"W 92.53'  
L=45.40' R=75.00' L=58.94'  
T=31.09' CH=57.44'  
CH BEARING: N57°53'00"W

ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF HAMPTON, VA  
INST. #150014740  
P.B. 8, PG. 110 (PLAT)  
LRSN: 7001266  
1905 COLISEUM DRIVE

7.84'

$\Delta=42°26'04"$  R=125.00' L=92.58'  
T=48.53' CH=90.48'  
CH BEARING: N59°24'15"W  
 $\Delta=90°00'00"$  R=25.00' L=39.27'  
T=25.00' CH=35.36'  
CH BEARING: N83°11'13"W  
 $\Delta=14°58'41"$  R=940.00' L=245.73'  
T=123.57' CH=245.03'  
CH BEARING: S53°44'47"W

IRF (BENT) (1.1' OFF PROPERTY CORNER)  
PINE CHAPEL ROAD  
(VARIABLE WIDTH RIGHT-OF-WAY)

SCALE: 1"=40'



**LEGEND:**



DENOTES SANITARY SEWER EASEMENT

AREA OF EASEMENT: 2,455 S.F. ± ; 0.0564 AC. ±

**NOTES:**

1. THE LAND BOUNDARY SURVEY SHOWN HEREON IS BASED UPON A CURRENT FIELD SURVEY.
2. A CURRENT TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
3. ALL EXISTING EASEMENTS MAY NOT BE SHOWN ON THIS PLAT.
4. PROPERTY IS SUBJECT TO RIGHTS OF WAY, EASEMENTS, COVENANTS AND ALL MATTERS OF PUBLIC RECORD.

**ADDITIONAL REFERENCES:**

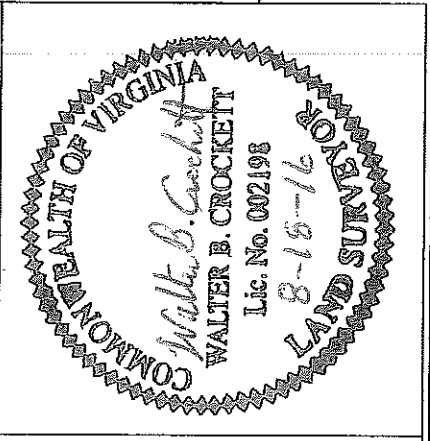
D.B. 935, PG. 531 (EASEMENT)  
D.B. 967, PG. 941 (EASEMENT)

**Plat Showing**

25' Wide Sanitary Sewer Easement  
Located at #1905 Coliseum Drive  
Conveyed from the Economic Development  
Authority of the City of Hampton, VA  
to the City of Hampton, VA



CITY SURVEYOR - WALTER B. CROCKETT, L.S.  
CITY OF HAMPTON  
PUBLIC WORKS ENGINEERING  
22 LINCOLN ST., HAMPTON VA 23669



SURVEY BY: W.B. Crockett, L.S. DATE: 1 June, 2016  
CAL'C BY: W.B. Crockett, L.S.  
DRAWN BY: R.J. Edwards  
CH'KD BY: W.B. Crockett, L.S. SCALE: 1" = 40'

PLAT BOOK 8, PAGE 110

**Exhibit C**  
(Cooperation Agreement)  
Attached