

Prepared by:
Jones, Blechman, Woltz & Kelly, P.C.
701 Town Center Drive, Suite 800
Newport News, VA 23606
Attn: Raymond H. Suttle, Jr. (VSB#28902)

After recording return to:
Office of the City Attorney
22 Lincoln Street
Hampton, Va. 23669
(BNB)

LRSN: 1000454, 1000455, 1000456

PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this ____ day of _____, 20__, by and between **RAHIMI, LLC**, a Virginia limited liability company (Grantor for recording purposes only), **DT RETAIL PROPERTIES, LLC**, a Virginia limited liability company (the “Grantor”); and **THE CITY OF HAMPTON**, a municipal corporation of the Commonwealth of Virginia (the “Grantee”), with an address of 22 Lincoln Street, Hampton City Hall, Hampton, Va. 23669.

RECITALS

- A. Rahimi, LLC is the owner of certain parcels of property located in the City of Hampton, herein known as 804 Aberdeen Road (LRSN 1000454), 806 Aberdeen Road (LRSN 1000455) and 1602 Briarfield Road (LRSN 1000456), which are more fully described on “Exhibit A” (the “Property”). Grantor is or will become the owner of the Property.
- B. 804 Aberdeen Road and 806 Aberdeen Road, are currently zoned Neighborhood Commercial (C-1), while 1602 Briarfield Road is currently zoned One-Family Residential (R-11).

- C. 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 all of the parcels of Property from One-Family Residential (R-11) and Neighborhood Commercial (C-1) to Neighborhood Commercial (C-1) with proffered conditions.
- D. Grantor has requested approval of this Agreement.
- E. 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.
- F. Grantor desires to offer the City of Hampton certain conditions for the enhancement of the community and to provide for the highest quality and orderly development of the Property.
- G. 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 Hampton, (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 following C-1 uses shall be prohibited:
 - A. Multifamily dwelling
 - B. Carwash, hand/auto detailing
 - C. Parking lot, commercial
 - D. Turkish baths
 - E. Day Spa
 - F. Boat sales
 - G. Boarding/Rooming house
 - H. Detention facility
 - I. Halfway house
 - J. Juvenile Residence
 - K. Group Home 1
 - L. Group Home 2
 - M. Shelter
 - N. Bank with drive-through
 - O. Vehicle repair, light

2. The Property shall be developed in substantial conformance with the Concept Plan entitled, "Dollar Tree", prepared by Kimley Horn, dated May 29, 2019, a copy of which is on file with the Planning and Zoning Administration Division of the Community Development Department and has been exhibited to the Planning Commission and the Hampton City Council for illustrative purposes and to provide justification for the rezoning action. Changes to the Concept Plan may be made to accommodate environmental, engineering, architectural,

topographic or other development requirements as required by law and subject to the approval of the Director of Community Development.

3. A 6' tall opaque privacy wooden or vinyl fence shall be installed and maintained along the property lines adjacent to residential zoning.

4. A fifteen-foot wide landscaped buffer consisting of grass, evergreen trees, and flowering shrubs shall be installed and maintained along the property lines adjacent to residential zoning.

5. The only primary freestanding sign on the Property shall be a monument sign with a planting bed at its base consisting of evergreen, perennial or annual plantings.

6. The dumpster area shown on the Concept Plan entitled "Dollar Tree" and dated May 29, 2019 shall be fully enclosed and screened from public view and shall be constructed of decorative split-faced block to match the building architecture.

7. All dumpsters, recycling, HVAC, and ground mounted equipment shall be fully screened from view from all right of ways by opaque fencing material or landscaping.

8. The Property shall be developed in substantial conformance with the Elevation Plan entitled "Dollar Tree – Fee Dev" dated May 1, 2019 and revised May 29, 2019, prepared by RRMM Architects, a copy of which is on file with the Planning and Zoning Administration Division of the Community Development Department and has been exhibited to the Planning Commission and the Hampton City Council for illustrative purposes and to provide justification for the rezoning action. Changes to the Elevation Plan may be made to accommodate environmental, engineering, architectural, topographic or other development requirements as required by law and subject to the approval of the Director of Community Development.

9. Applicant will install sidewalks along the proposed development's frontage on both Aberdeen Road and Briarfield Road.

10. The Grantor will vacate the internal property lines of the parcels, combining the four (4) properties into one (1) parcel.

11. It is understood that all phases of the proposed project shall comply with all ordinances of the City of Hampton.

12. 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.

13. 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.

14. 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.

WITNESS the following signatures:

Grantor:

RAHIMI, LLC

By: [Signature]
its _____

STATE OF VIRGINIA
City of Hampton, to-wit:

I, Dolores J. Vogtsberger, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that R. azuddin Rahimi, whose name is signed to the foregoing instrument as (title) owner of Rahimi LLC, a Virginia (type of entity) LLC, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 24th day of June, 2019 on behalf of said LLC. He/she is personally known to me or has produced VA Drivers License T61760674 as identification.

[Signature]

Notary Public

My commission expires: 09-30-2022
Registration No. 183127



DOLORES J VOGTSBERGER
NOTARY PUBLIC
REG. #183127
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES SEPTEMBER 30, 2022

Grantor:

DT Retail Properties, LLC

By: Bruce A. Walters
its Chief Development Officer

STATE OF VIRGINIA
City of Hampton, to-wit:

I, Justine Nicole Hodgson, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Bruce Walters, whose name is signed to the foregoing instrument as (title) CDO of Dollar Tree Stores, Inc., a Virginia (type of entity) Corporation, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this June 24, 2019 on behalf of said CDO. He/she is personally known to me or has produced _____ as identification.

Justine Nicole Hodgson
Notary Public

My commission expires: 1/31/22
Registration No. 7640904

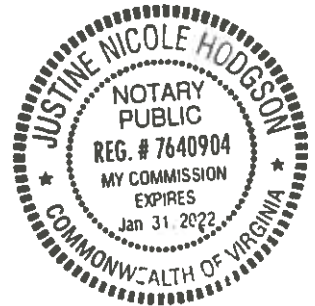


EXHIBIT A

PARCEL ONE

All that certain lot, piece or parcel of land situate and being in the City of Hampton, Virginia (formerly Elizabeth City County, Virginia), known and designated as the northerly one-half of Lot Numbered 3, in Block Lettered "A", on map entitled, "Plat of Lewis Haven, Property of Florence L. Shackelford", made by Girard Chambers & Son, C.E., recorded in the Clerk's Office of the Circuit Court of Hampton (formerly Elizabeth City County), Virginia in Deed Book 105, at Page 156 on October 17, 1940, EXCEPT that portion of the roadway known as Virginia Route 611 on Aberdeen Road, conveyed to the Commonwealth of Virginia by Mike Atway in Deed Book 124, at Page 54.

LESS AND EXCEPT those portions conveyed in Deed recorded in Deed Book 377, at Page 84, Certificate recorded in Deed Book 512, at Page 182, Deed recorded in Deed Book 531, at Page 459, and Certificate recorded in Deed Book 512, at Page 110.

PARCEL TWO

All that certain lot, piece or parcel of land situate and being in the City of Hampton, Virginia (formerly Elizabeth City County, Virginia), known and designated as the southerly one-half of Lot Numbered 3, in Block A, as shown on that certain plat entitled, "PLAT OF LOT 2 & ½ OF LOT 3, BLOCK A OF LEWIS HAVEN, HAMPTON, VIRGINIA, FOR HUMBLE OIL AND REFINING CO.", made by Baldwin and Gregg, Civil Engineers and Surveyors, dated August 4, 1966, which said plat is attached to deed recorded in Deed Book 384, at Page 426, and further described as follows:

Beginning at the northwest corner of Lot 2 lying on the east side of Aberdeen Road and running thence N. 00° 36' 15" W, a distance of 87 feet to a concrete monument; thence running S. 89° 36' 15" E, a distance of 170 feet to a pin; thence running S. 00° 36' 15" E, a distance of 87 feet to the northeast corner of Lot 2; thence running 89° 36' 15" E, a distance of 170 feet to the point or place of beginning.

Said property is also shown on that certain plat entitled, "Plat of Lewis Haven, Property of Florence L. Shackelford", made by Girard Chambers & Son, C.E., recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Plat Book 105, Page 156 on October 17, 1940.

LESS AND EXCEPT those portions conveyed in Deed recorded in Deed Book 119, at Page 529, Certificate in Deed Book 512, at Page 170, and Deed in Deed Bok 531, at Page 463.

PARCEL THREE

All that certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia (formerly Elizabeth City County, Virginia), known and designated as Lot Numbered 2, in Block A, as shown on that certain plat entitled, "PLAT OF LOT 2 & ½ OF LOT 3, BLOCK A OF LEWIS HAVEN, HAMPTON, VIRGINIA, FOR HUMBLE OIL & REFINING CO.," made by Baldwin and Gregg, Civil Engineers and Surveyors, dated August 4, 1966, which said plat is attached to deed recorded in Deed Book 384, at Page 430, and further described as follows:

Beginning at the northwest corner of Lot 1 lying on the east side of Aberdeen Road and running thence N. 00° 36' 15" W, a distance of 100 feet to the southwest corner of Lot 3, thence running S. 89° 36' 15" E, a distance of 170 feet to a point; thence running S. 00° 36' 15" E, a distance of 100 feet to a pin, thence running along the north side of Lot 1 N. 89° 36' 15" W, a distance of 170 feet to the point or place of beginning.

Said property is also shown on that certain plat entitled, "Plat of Lewis Haven, Property of Florence L. Shackelford", made by Girard Chambers & Son, C.E., recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Plat Book 105, Page 156 on October 17, 1940.

LESS AND EXCEPT those portions conveyed in Certificate recorded in Deed Book 512, at Page 170, and Deed in Deed Book 531, at Page 463.

PARCEL FOUR

All that certain lot, piece or parcel of land situate and being in the City of Hampton, Virginia, being known and designated as Lot Numbered 4, in Block Lettered A, as shown on that certain plat entitled, "Plat of Lewis Raven, Property of Florence L. Shackelford", made by Girard Chambers & Son, Civil Engineer and Surveyor, dated September 14, 1949 and which plat is of record in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 105, at Page 156, to which plat reference is here made.

LESS AND EXCEPT that portion of land conveyed by James L. Garner to the City of Hampton, Virginia in Deed dated March 17, 1966 and recorded in Deed Book 376, at Page 24.

FURTHER LESS AND EXCEPT that portion of land conveyed to the City of Hampton, Virginia for widening and improvements of Aberdeen Road so described in Certificate recorded in Deed Book 512, at Page 185.

AND FURTHER LESS AND EXCEPT that portion of land conveyed to the City of Hampton, Virginia dated September 12, 1978 and recorded in Deed Book 531, at Page 459.