

**Prepared by:**  
**EGO AMI, LLC**  
**91 E. Mercury Boulevard**  
**Hampton, VA 23669**

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

**LRSN: 8001553**

**PROFFER AGREEMENT**

**THIS PROFFER AGREEMENT** ("Agreement") made this 17<sup>th</sup> day of May 2023 by and between **HAMPTON ROADS COMMUNITY ACTION PROGRAM, INC.** ("HRCAP") a Virginia Corporation ("the Grantor") as successor to EGO AMI, LLC. (Ego Ami) a Virginia limited liability company, Grantor for recording purposes; 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, Virginia 23669.

**RECITALS**

- A. As part of the rezoning of the real property located in Hampton, Virginia commonly known as 91 E. Mercury Blvd. (LRSN 8001553), which is fully described on "Exhibit A" attached hereto (the "Property"), a Proffer Agreement dated October 10, 2014 was recorded in the office of the Clerk of the Circuit Court of the City of Hampton, Virginia as Instrument #140011988, a copy of which is attached hereto and made a part here of Exhibit B (the "Proffer Agreement").
- B. The 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 principal and accessory uses of the Property from Restaurants, excluding drive-thru establishments; Catering establishments; Dry cleaning collection stations; Banks, excluding payday and title loan offices; Print shops; Business and professional offices; Dental clinics; and Medical offices, specifically including but not limited to Physical Therapy Offices to Bank, without drive-through; Barber shop/beauty salon; Bicycle sales and repair; 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; Laundromat; Liquor store; Loan store; Office, general; Office, government; Office, medical; Print shop/private postal service, max. 500. Sq. ft.; Medical office; Restaurant 1, excluding a drive-through; Restaurant 2, excluding a drive-through, with a zoning administrator permit; Restaurant 3, excluding a drive-through, with a use permit; Retail sales, general; Religious facility; Animal day care, with a use permit; Park, private, with a use permit; Park, public; and Utility infrastructure/structure to house a government function.

- C. The conditions outlined in this Agreement have been proffered by Grantor and allowed and accepted by the City 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 the City.

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 the City 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 Property shall be limited to the following principal uses and their accessory uses and structures:
  - a. Bank, without drive-through;
  - b. Barber shop/beauty salon;
  - c. Bicycle sales and repair;
  - d. Day care 1, commercial, with a zoning administrator permit;
  - e. Day care 2, commercial, with a use permit;
  - f. Day spa;
  - g. Dry cleaning, collection or pick-up station;
  - h. Laundromat;

- i. Liquor store;
- j. Loan store;
- k. Office, general;
- l. Office, government;
- m. Office, medical;
- n. Print ship/private postal service, max. 500. Sq. ft.;
- o. Medical office;
- p. Restaurant 1, excluding a drive-through;
- q. Restaurant 2, excluding a drive-through, with a zoning administrator permit;
- r. Restaurant 3, excluding a drive-through, with a use permit;
- s. Retail sales, general;
- t. Religious facility;
- u. Animal day care, with a use permit;
- v. Park, private, with a use permit;
- w. Park, public; and
- x. Utility infrastructure/structure to house a government function

2. 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.

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.

[Intentionally left blank – signatures are on the following pages]

Grantor, HAMPTON ROADS COMMUNITY ACTION PROGRAM, INC. ("HRCAP"), a Virginia Corporation:

By: Shirley Franklin  
Its: Head Start Director

STATE OF VIRGINIA

City of Hampton, to-wit: Yakima La Poi Sykes

I, Yakima La Poi Sykes, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Shirley H. Franklin, whose name is signed to the foregoing instrument as (title) Head Start Director of Hampton Roads Community Action Program, Inc., a Virginia (type of entity) Corporation, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 17<sup>th</sup> day of May, 2023 on behalf of said Corporation. He/she ☐ is personally known to me or ☒ has produced Virginia Driver's License as identification.


Yakima La Poi Sykes  
Notary Public

My commission expires: 2/28/2026  
Registration No. 7336939



WITNESS the following signatures:

EGO AMI, LLC., a Virginia limited liability company:

By: 

Its: Sole Member / Founder

STATE OF VIRGINIA

City of Hampton, to-wit:

I, Paige Anderson, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Oluwanishola Asenuga whose name is signed to the foregoing instrument as (title) Sole Member of EGO AMI, LLC, a Virginia (type of entity) LLC, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 16<sup>th</sup> day of May, 2023 on behalf of said LLC. He/she ☒ is personally known to me or ☒ has produced VA DL # A61749635 as identification.

  
Notary Public

My commission expires: Aug. 03, 2027  
Registration No. 19972110069





**Exhibit A**

**Legal Description**

**PARCEL I:**

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of Hampton, Virginia, containing 2.26 acres, as shown on that certain plat entitled "Plat of the Property of J. C. Phillips, Parcel "E", 2.26 acres, Hampton, Virginia" made by Coenen & Associates, Engineers, dated July 8, 1965, and revised August 6, 1965, print of which is attached to deed from Jefferson C. Phillips, et ux. to Tri City Corporation, Inc., dated July 1, 1965, and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 368, page 661.

**PARCEL II:**

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia, known and designated as "Parcel B", as shown on that certain plan entitled, "Plat of Property to be Vacated to Adjoining Land Owners, Parcel "A" & Parcel "B", City of Hampton, Virginia", said Plat being dated November 26, 1971, and made by C. K. Tudor, Engineers, a copy of which plat is attached to that certain vacation agreement dated November 22, 1972, duly recorded in the Aforesaid Clerk's Office in Deed Book 458, page 162.

140011988

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Exhibit B

Prepared by:  
Riverside Healthcare Association, Inc.  
701 Town Center Dr, Suite 1000  
Hampton, VA 23606

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

LRSN: 8001553

**PROFFER AGREEMENT**

**THIS PROFFER AGREEMENT** ("Agreement") made this 8<sup>th</sup> day of August 2014 by and between EGO AMI, LLC ("Ego Ami), a Virginia limited liability company ("the Grantor"); RIVERSIDE HEALTHCARE ASSOCIATION, INC. ("Riverside"), a Virginia corporation, Grantor for recording purposes; and the CITY OF HAMPTON, Virginia ("the City"), a municipal corporation of the Commonwealth of Virginia ("the Grantee"), with an address of 22 Lincoln Street, Hampton City Hall, Hampton, Virginia 23669.

**RECITALS**

- A. Grantor is the contract purchaser of a certain parcel of real property owned by Riverside and located in the City of Hampton, Virginia. The Riverside parcel to be acquired by Grantor is commonly known as 91 E. Mercury Blvd. (LRSN 8001553), which is fully described on "Exhibit A" attached hereto (the "Property").
- B. In connection with Grantor's purchase of the Property, and with the consent of Riverside, as evidenced by its respective signature below, Grantor has initiated a conditional amendment to the zoning map of the City of Hampton,

Virginia, by petition addressed to the City so as to change the zoning classification of the Property from **R-13** to **Conditional C-1**.

- C. Grantor has requested approval of this Agreement.
- D. The City'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 the City 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 the City.

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 the City 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 Property shall be limited to the following principal uses and their accessory uses and structures:
  - a. Retail shops.
  - b. Restaurants, excluding drive-thru establishments.
  - c. Catering establishments.
  - d. Dry cleaning collection stations.
  - e. Banks, excluding payday and title loan offices.
  - f. Print shops.
  - g. Business and professional offices.
  - h. Dental clinics.
  - i. Medical offices, specifically including but not limited to Physical Therapy Offices.
2. It is understood that all phases of the proposed project shall comply with all ordinances of the City of Hampton.
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.

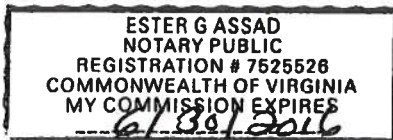
[Intentionally left blank – signatures are on the following pages]

Grantor, EGO AMI LLC, A Virginia limited liability company:

By: [Signature] Sole Member  
 Its: Sole Member / Founder

STATE OF VIRGINIA  
 City of Hampton, to-wit:

I, Ester Assad, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Oluwanishola Aseruga, whose name is signed to the foregoing instrument as (title) Sole member of EGO AMI, a Virginia (type of entity) LLC, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 5 day of August, 2014 on behalf of said LLC. He/she ☒ is personally known to me or ☐ has produced DOD ID 1010882652 as identification.



[Signature]  
 Notary Public

My commission expires: 6/30/2016  
 Registration No. 7525526

WITNESS the following signatures:

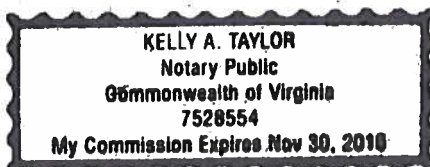
**Riverside, RIVERSIDE HEALTHCARE ASSOCIATION, INC, a Virginia corporation:**

By: W. William Austin, Jr.  
 Its: Secretary

STATE OF VIRGINIA

City of ~~Hampton~~ Newport News, to-wit:

I, Kelly A. Taylor, 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 (title) Semir VP/CEO of Riverside Healthcare Association, Inc., a Virginia (type of entity) Corporation, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 8th day of August, 2014 on behalf of said Corporation. He/she X is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



Kelly A. Taylor  
 Notary Public

My commission expires: November 30, 2016  
 Registration No. 7528554

Exhibit A  
Legal Description

PARCEL I:

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of Hampton, Virginia, containing 2.26 acres, as shown on that certain plat entitled "Plat of the Property of J. C. Phillips, Parcel "E", 2.26 acres, Hampton, Virginia" made by Coenen & Associates, Engineers, dated July 8, 1965, and revised August 6, 1965, print of which is attached to deed from Jefferson C. Phillips, et ux. to Tri City Corporation, Inc., dated July 1, 1965, and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 368, page 661.

PARCEL II:

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia, known and designated as "Parcel B", as shown on that certain plan entitled, "Plat of Property to be Vacated to Adjoining Land Owners, Parcel "A" & Parcel "B", City of Hampton, Virginia", said Plat being dated November 26, 1971, and made by C. K. Tudor, Engineers, a copy of which plat is attached to that certain vacation agreement dated November 22, 1972, duly recorded in the Aforesaid Clerk's Office in Deed Book 458, page 162.

INSTRUMENT 1140011989  
RECORDED IN THE CLERK'S OFFICE OF  
HAMPTON ON  
OCTOBER 10, 2014 AT 08:41AM

LINDA B. SMITH, CLERK  
RECORDED BY: MJB