



Application for Use Permit

Complete this application in its entirety and submit pages 4 and 5 along with the required materials (including any required supplements) as listed on page 2 to the address below:

City of Hampton
Community Development Department, Planning Division
22 Lincoln Street, 5th Floor
Hampton, Virginia 23669

OFFICE USE ONLY
Date Received:

RECEIVED
SEP 30 2024
CDD 5TH FLOOR

Case Number: UP _____

1. PROPERTY INFORMATION

Address or Location 2 Eaton Street, Hampton, VA 23669

LRSN 2003199 Zoning District DT-2

Current Land Use Office Building

Proposed Land Use Private University

The proposed use will be in: ☒ an existing building ☐ a new addition ☐ a new building

2. PROPERTY OWNER INFORMATION (an individual or a legal entity may be listed as owner)

Owner's Name Hampton University

Address 200 William R. Harvey Way City Hampton State VA Zip 23668

Phone 757-727-5463 Email charles.cansler@hamptonu.edu

3. APPLICANT INFORMATION (if different from owner)

Applicant's Name Hampton University

Address 200 William R. Harvey Wat City Hampton State VA Zip 23668

Phone 757-727-5463 Email charles.cansler@hamptonu.edu

4. APPLICANT AGENT INFORMATION (if different from applicant)

Agent's Name MSA, P.C., Douglas M. Will, P.E.

Address 5032 Rouse Drive, Suite 200 City Virginia Beach State VA Zip 23462

Phone 757-490-9264 Email doug.will@msaonline.com

5. CERTIFICATION FOR LEGAL ENTITY PROPERTY OWNERS

Complete this section only if the property owner is **not** an individual but rather a legal entity such as a corporation, trust, LLC, partnership, diocese, etc. as specified in Step 2 above.

"I hereby submit that I am legally authorized to execute this application on behalf of the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge."

Name(s), title(s), signature(s), and date(s) of authorized representative(s) of the legal entity (attach additional page if necessary):

Name of Legal Entity Hampton University

Signed by:

Name (printed) Charles L. Cansler, Its (title) Senior Vice President of Business Operations and Finance

Signature  Date 9/30/2024

Name (printed) _____, Its (title) _____

Signature _____ Date _____

Name (printed) _____, Its (title) _____

Signature _____ Date _____

6. CERTIFICATION FOR INDIVIDUAL PROPERTY OWNERS

Complete this section only if the property owner is an individual or individuals.

"I hereby submit that I am the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge."

Name(s), signature(s), and date(s) of owner(s) (attach additional page if necessary):

Name (printed) _____

Signature _____ Date _____

Name (printed) _____

Signature _____ Date _____

OFFICE USE ONLY

☐ Application Form

☐ Narrative Statement

☐ Supplemental Form (if required)

☐ Application Fee

☐ Survey Plat

☐ Additional materials (if required)



HAMPTON UNIVERSITY REAL ESTATE FOUNDATION

September 30th, 2024

Community Development Center
Attn: Mr. Michael Hayes, Planning & Zoning Administration Division Manager
22 Lincoln St. 5th Floor
Hampton, VA 23669

**RE: Hampton University – Harbour Centre 14th Floor
2 Eaton Street – Permit #B23-01051 Narrative**

City of Hampton Plans Review Staff - Zoning

Please see narrative related to the proposed business activities at the site as requested.

Harbour Centre is currently zoned as DT-2 and its land use is designated as office. Hampton University would like to update its current layout of a warming prep kitchen and expand to a commercial kitchen layout relocated within the same footprint on the 14th floor (actual floor level is 13, but labeled as 14th floor). This build-out is partially funded by the Department of Education. It will enable us to offer an in-person culinary kitchen track. Participants will gain two certifications and will have access to a kitchen space to prepare food for their businesses. This floor would consist of an elegant lobby, spacious lounge, a renovated men's and women's restroom area and an upscale dining and/or assembly area that can accommodate a stage. It would also include in a future phase, converting existing rooftop deck into a lounge space, two meeting rooms, storage room, and a unisex toilet. Additionally, the space will serve as a venue for both students and exclusive events hosted by Hampton University. We also would like to rent the venue to the public as early as October 2025, based upon availability and as scheduled and reserved. Participants to hold meetings, host events, and network—addressing gaps that have previously existed in our program and the Hampton Roads area. Hours shall be limited to ending no later than 2:00am and starting no earlier than 8:00am. It has an area of 14,500 sf, a total maximum occupancy of 450 people, a building height of 13 stories with 2 penthouse floors above and it is fully sprinklered. The space will be open for community courses in October of 2025.

Thank you,

Akhirah Abdul-Musawir

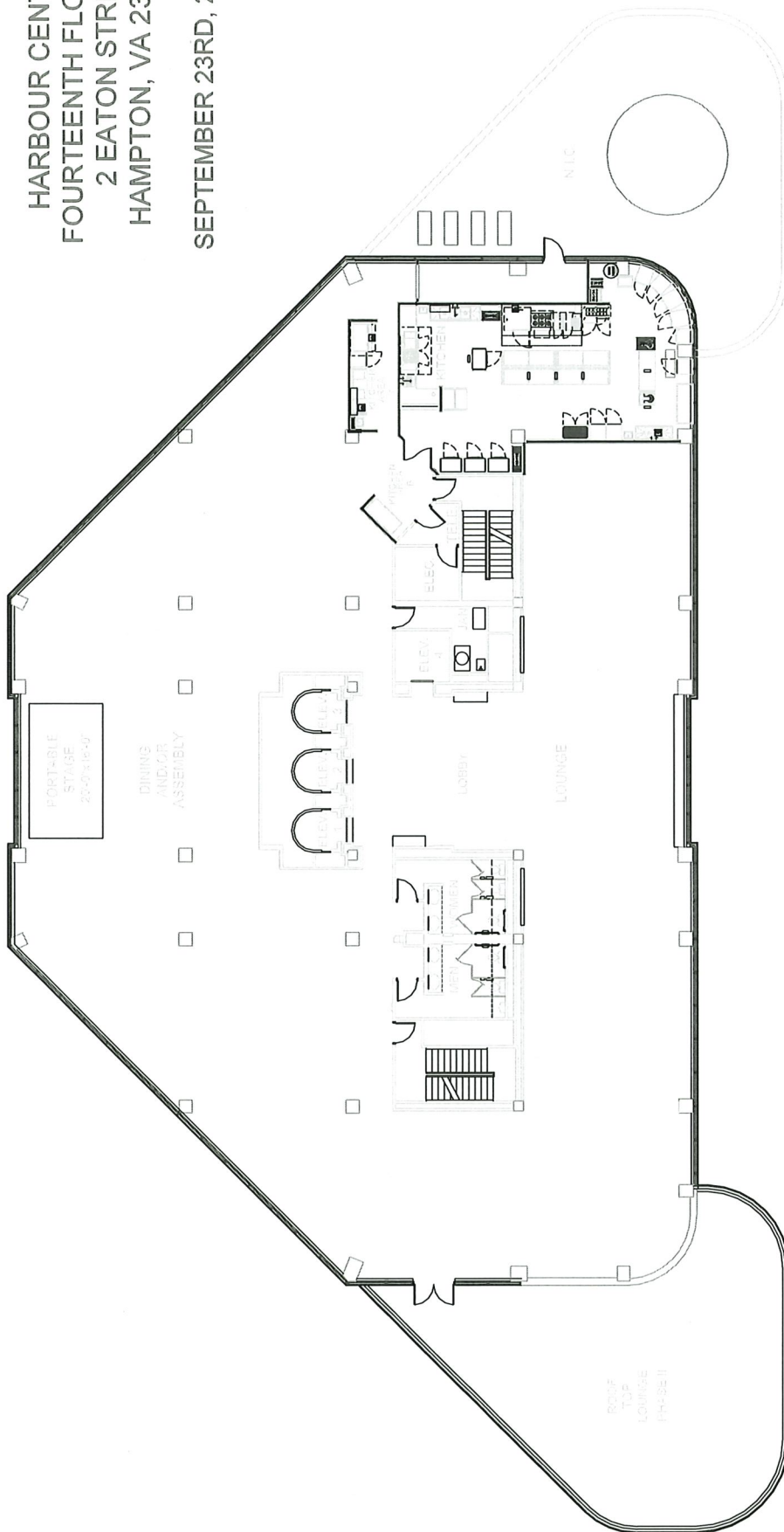
Assistant Director | Hampton University Real Estate Foundation
akhirah.abdul-musawi@hamptonu.edu

HAMPTON UNIVERSITY

PRESIDENT DARRELL K. WILLIAMS

HARBOUR CENTRE
FOURTEENTH FLOOR
2 EATON STREET
HAMPTON, VA 23669

SEPTEMBER 23RD, 2024



FOURTEENTH FLOOR PLAN

Corporate Resolution

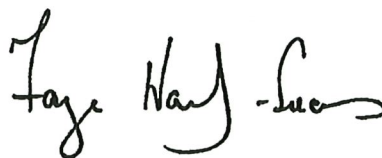
I, Faye Hardy-Lucas, in my official capacity, hereby certify: that I am an officer, namely Secretary of Hampton University, a corporation duly organized and existing under the laws of Virginia; that at a meeting of the Board of this corporation, duly and regularly convened and held on the 26th day of June 2023, at which a quorum for the transaction of business was present and acting, the following resolution was duly and regularly adopted, and is still in full force and effect, and appears as follows in the minutes of the meeting:

RESOLVED: that Charles L. Cansler, III, who is the Chief Financial Officer, of this corporation is hereby authorized to sell, assign and transfer the following:

Stocks, bonds, mutual funds, all matter of securities and investment transactions and to execute any and all instruments necessary, proper or desirable for the purpose; further, that any past action in accordance herewith is hereby ratified and confirmed; and further, that any officer of this corporation is hereby authorized to certify this resolution to whom it may concern.

I further certify that the foregoing resolution is not contrary to any provision in the charter or by-laws of this corporation that Charles L. Cansler, III now is Senior Vice President for Business Operations and Finance, and Faye Hardy-Lucas now is Secretary of this corporation, and that I have been duly authorized to make this certificate on behalf of this corporation.

In witness whereof, I hereunto set my hand and affix the seal of this corporation on this 6th day of September, 2023.



Faye Hardy-Lucas
Vice President and General Counsel

**THIRD AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP OF
ARMADA/HOFFLER-HAMPTON CENTRE ASSOCIATES, L.P.**

THIS THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF ARMADA/HOFFLER-HAMPTON CENTRE ASSOCIATES, L.P., effective as of the 13th day of August, 2011 between ATLANTIC REAL ESTATE, LLC, a Virginia limited liability company ("ARE") and HU CHARITABLE GIFT, L.L.C., a Virginia limited liability company ("HUCG");

RECITALS:

1. Armada/Hoffler-Hampton Centre Associates, L.P. (the "Partnership") is a Virginia limited partnership which is governed by a Second Amended and Restated Agreement of Limited Partnership of Armada/Hoffler-Hampton Centre Associates, L.P., dated September 14, 1994, as amended pursuant to an Amendment to the Second Amended and Restated Agreement of Limited Partnership of Armada/Hoffler-Hampton Centre Associates, L.P., dated October 28, 1997, and a First Amendment to the Second Amended and Restated Agreement of Limited Partnership of Armada/Hoffler-Hampton Centre Associates, L.P., dated October 7, 2005 (collectively, the "Existing Partnership Agreement"), whose partners were Armada/Hoffler-Hampton Centre Associates, L.L.C. ("Existing General Partner"), Daniel A. Hoffler, A. Russell Kirk, John L. Cote, Rickard E. Burnell, Randolph T. Hicks, D. Richard Felker, II, Beverly K. Browning, Christine R. Thorpe (formerly Christine R. Ankeny), Karen A. Rayfield (formerly Karen R. Bostic), Louis S. Haddad, Elizabeth T. Patterson, Frank Waggoner and Harbour Centre Investors, L.P. (collectively, such partners are the "Former Partners").

2. Pursuant to various Distribution Agreements, Charitable Gift Assignments, Contribution Agreements and other documents, each dated with even date herewith,

- A. The partnership interests of the Partnership were distributed such that all of the partners owning partnership interests were natural persons;
- B. 96.73956% of the partnership interests in the Partnership were given by some of the Former Partners to ARE as a charitable gift; and
- C. 3.26044% of the partnership interests in the Partnership were contributed by some of the Former Partners to HUCG; and
- D. The Former Partners, except for the Existing General Partner, withdrew from the Partnership.

3. ARE and HUCG desire to be admitted into the Partnership and the Existing General Partner desires to withdraw as a Partner and the General Partner, ARE and HUCG desire to amend and restate the Existing Partnership Agreement.

WITNESSETH

For and in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

DEFINITIONS

"Agreement" means this Third Amended and Restated Agreement of the Armada/Hoffler-Hampton Centre Associates, L.P.

"Capital Account" means the capital account maintained for each Partner in accordance with Section 704 of the Internal Revenue Code of 1986, as amended (the "IRC").

"Capital Transaction" means any sale, exchange, condemnation or other disposition of all or substantially all of the Partnership assets.

"Existing Partnership Agreement" mean the partnership agreement described and defined in Recital Number 1 above.

"Foundation Loan" means a loan made by the Hampton University from its endowment to the Partnership in the original principal amount of \$ 9,239,450.00, which Foundation Loan is evidenced by a Promissory Note, dated August 9, 2011 and is secured by a Deed of Trust, dated August 9, 2011, recorded in the Clerk's Office of the City of Hampton, Virginia.

"General Partner" means ARE.

"Limited Partner" means HUCG and any additional or substitute limited partner.

"Net Cash Flow from Operations" means the Partnership cash operating revenues less cash operating expenses and reserves as determined by the General Partner.

"Net Proceeds from a Financing" means the excess net cash proceeds from a borrowing less all costs and reserves determined by the General Partner.

"Partners" means collectively the General Partner and the Limited Partner.

"Partnership" means Armada/Hoffler-Hampton Centre Associates, L. P.

"Partnership Interest" means the percentage interest of a Partner in the Partnership, which current percentage interests are set forth on *Exhibit A* attached hereto.

"Prime Rate" means the prime rate of published from time to time in the "Money Rates" section of *The Wall Street Journal*.

"Pro Rata" means an allocation based upon Partnership Interest.

"Property" means an approximate 150,000 square foot multi-story office building and an approximate 450 space parking facility in downtown Hampton, Virginia, located at the intersection of Eaton Street and Queen Street, Hampton, Virginia, whose address is 2 Eaton Street, Hampton, Virginia 23668.

ARTICLE 2

RESTATEMENT OF AGREEMENT OF PARTNERSHIP

A. ARE and HUCG are currently the only owners of Partnership Interests in the Partnership.

B. ARE and HUCG are hereby admitted as partners in the Partnership.

C. Upon its execution of this Agreement, the Existing General Partner withdraws from the Partnership and resigns as General Partner of the Partnership.

D. This Third Amended and Restated Agreement of Limited Partnership hereby replaces in its entirety the Existing Partnership Agreement and the General Partner and Limited Partner agree to continue the Partnership under the Virginia Revised Uniform Limited Partnership Act, § 50-73.1, et seq., the Code of Virginia of 1950 as amended (the "Code").

ARTICLE 3

NAME, PLACE OF BUSINESS AND REGISTERED AGENT

The name of the Partnership is Armada/Hoffler-Hampton Centre Associates, L.P. and its principal office is 800 East Queen Street, Hampton, Virginia 23668, unless changed by written notice from the General Partner to the Limited Partner. Its registered agent is Arthur J. Kamp, who is a resident of Virginia and a member of the Virginia State Bar and whose address is David, Kamp & Frank, L.L.C., 739 Thimble Shoals Boulevard, Suite 105, Newport News, Virginia 23606.

ARTICLE 4

PURPOSE

The Partnership purpose is to acquire, own, develop, improve, renovate, manage, sell, lease, operate, alter, repair, rent, mortgage and otherwise maintain the Property and to engage in any and all activities related or incidental thereto. The Partnership shall not engage in any other activities.

ARTICLE 5

TERM OF PARTNERSHIP

The term of the Partnership shall continue until December 31, 2061, unless sooner terminated pursuant to the terms hereof.

ARTICLE 6

CAPITAL CONTRIBUTIONS AND ADVANCES

The capital contributions of each Partner, if any, are set forth on *Exhibit A* attached hereto. No interest shall be paid on any capital contribution and no Partner may withdraw any capital contribution without the consent of the General Partner. All revenue generated from the Property will first be used to pay all amounts due under the Foundation Loan or any other loan secured by a deed of trust lien on the Property. ARE shall make additional capital contributions to the Partnership as and when needed by the Partnership in order to allow the Partnership to pay all costs and expenses of the maintenance, repair, replacement, leasing, and operation of the Property and all obligations of Partnership as and when they become due, including, but not limited to, debt service on all loan obligations, including the Foundation Loan, if the revenue generated from the Property is not sufficient to pay all amounts due under the Foundation Loan. HUCG shall not be obligated to make any capital contribution in excess of those set forth on *Exhibit A*. Any other advance of money by a Partner to the Partnership, unless otherwise agreed, shall be a loan repayable on demand, bearing interest at a fluctuating annual rate of two percent (2%) above the Prime Rate.

ARTICLE 7

DISTRIBUTIONS

A. Net Cash Flow from Operations shall be distributed to the Partners in the following order of priority:

1. To the repayment of Partner loans, proportionately based on the outstanding balances, with application first to accrued interest and then to principal; and
2. The balance, Pro Rata.

B. Net Proceeds from a Financing or a Capital Transaction shall be distributed to the Partners in the following order of priority:

1. Pursuant to Article 7, A, 1 above;
2. To the Partners to pay any outstanding Capital Contributions, if any;
3. The balance, Pro Rata.

ARTICLE 8

PROFITS AND LOSSES

A. Income, losses and all items of tax credit shall be allocated Pro Rata.

ARTICLE 9

RIGHTS, DUTIES AND OBLIGATIONS OF PARTNERS

A. Except as otherwise expressly set forth herein, the General Partner shall have complete power and authority for the ownership, management and operation of the Partnership's assets and business. Any documents exercising the foregoing powers (including evidencing indebtedness or conveying or encumbering any or all of the assets, including real property, of the Partnership) shall only require the signature of the General Partner and all persons may rely on such documents. Except as otherwise expressly provided as to HUCG in Article 13 hereof, the Limited Partner shall take no part in the ownership, operation or management of the Partnership's assets or business, and shall not have any power or authority, expressed or implied, to act for or bind the Partnership without the prior written authorization of the General Partner.

B. Any Partner may engage in or possess an interest in other business ventures (including, without limitation, ventures which are in competition with the Partnership), and neither the Partnership nor any Partner shall have any rights by virtue of this Agreement in such ventures.

ARTICLE 10

ASSIGNABILITY OF PARTNERS' RIGHTS AND INTERESTS

A Partner may not assign, sell, encumber or otherwise dispose of its interest in the Partnership without the approval of the other Partners. All costs and expenses relating to any permitted transfer shall be paid by the assignor and may be offset against any Partnership distribution. Any permitted assignee shall only become a substituted Partner after paying all costs and expenses of the substitution and agreeing to be bound by the terms of this Agreement. The transfer of an interest shall not release the assignor from any liability to the Partnership that accrued prior to the transfer of such interest.

ARTICLE 11

WITHDRAWAL, DEATH, DISSOLUTION OR BANKRUPTCY OF A PARTNER

A. The death, dissolution or bankruptcy of a Limited Partner shall not dissolve the Partnership. Upon the occurrence of an event of withdrawal as defined in subparagraphs 4 through 10 of § 50-73.28 of the Code, the Partnership shall dissolve unless continued pursuant to § 50-73.49 of the Code. Upon such continuation, the General Partner's interest shall be converted into a limited partnership interest.

B. Without the unanimous consent of all Partners, no Partner shall have any right or power to (i) cause the dissolution and winding up of the Partnership by court decree or otherwise, (ii) withdraw from the Partnership, or (iii) require a partition of the Partnership's assets or the redemption of its interest in the Partnership.

ARTICLE 12

AMENDMENTS

This Agreement may be amended only with the written consent of all the Partners.

ARTICLE 13

CONSENT REQUIRED AND POWERS OF HUCG

A. Notwithstanding any provision of this Agreement to the contrary, the General Partner may take or cause to be taken any of the following actions only with the written consent of

HUCG, not to be unreasonably withheld, and any action taken or caused to be taken by the General Partner without such written consent shall be in violation of this Agreement and shall not be binding, effective or enforceable as to the Partnership:

1. The dissolution or winding up of the Partnership; or
2. The sale, transfer, conveyance or other transfer of all or substantially all of the assets of the Partnership, or all or any portion of the Property; or
3. The obtaining of a loan or any indebtedness secured by a deed of trust on the Property; or
4. The amendment, modification or termination of a Deed of Full Service Lease, dated May 16, 2011, between the Partnership and Hampton University, as amended pursuant to an Amendment to Deed of Full Service Lease, dated on or about the date of this Agreement.

B. Notwithstanding any provision of this Agreement to the contrary, HUCG shall have the right to appoint a replacement general partner if the General Partner ceases to be a general partner because of the occurrence of any of the events described in §50-73.28 of the Code, as in effect on the date of this Agreement. If HUCG should appoint a replacement general partner under this paragraph B above, the Partners agree to sign on request of HUCG any reasonable writing agreeing to the (1) appointment of such replacement general partner and (2) continuation of the business of the Partnership under this Agreement.

ARTICLE 14

MISCELLANEOUS

A. Any notice shall be deemed given when personally delivered or 2 days after being sent by certified mail to a Partner at its address set forth on *Exhibit A* or at such other address as may be specified in writing by a Partner to the Partnership.

B. This Agreement contains the entire understandings between the Partners and supersedes any prior understandings, written or oral.

C. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

D. This Agreement is made in and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

E. This Agreement shall be binding upon the Partners, their respective assigns, successors, representatives, estates, heirs, and legatees.

F. This Agreement may be executed in two or more counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

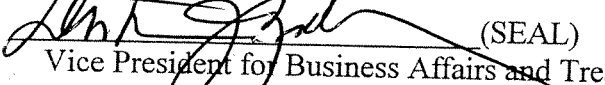
WITNESS the following signatures and seals:

GENERAL PARTNER:

ATLANTIC REAL ESTATE, LLC
a Virginia limited liability company

By: HAMPTON MANAGEMENT COMPANY, LLC, its Manager

By: HAMPTON UNIVERSITY, its Manager

By:  (SEAL)
Vice President for Business Affairs and Treasurer

LIMITED PARTNER:

HU CHARITABLE GIFT, L.L.C.
a Virginia limited liability company

By: _____ (SEAL)
A. Russell Kirk, Manager

E. This Agreement shall be binding upon the Partners, their respective assigns, successors, representatives, estates, heirs, and legatees.

F. This Agreement may be executed in two or more counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

WITNESS the following signatures and seals:

GENERAL PARTNER:

ATLANTIC REAL ESTATE, LLC
a Virginia limited liability company

By: HAMPTON MANAGEMENT COMPANY, LLC, sole member

By: HAMPTON UNIVERSITY, sole member

By: _____ (SEAL)

Name: _____

Title: _____

LIMITED PARTNER:

HU CHARITABLE GIFT, L.L.C.
a Virginia limited liability company

By:  (SEAL)
A. Russell Kirk, Manager

EXHIBIT A
TO
THIRD AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
ARMADA/HOFFLER-HAMPTON CENTRE ASSOCIATES, L. P.
DATED EFFECTIVE AS OF AUGUST 13, 2011

<u>Partners</u>	<u>Initial Cash Capital Contribution</u>	<u>Percentage Interest</u>
ATLANTIC REAL ESTATE, LLC 100 East Queen Street Hampton, Virginia 23668	\$0.00	96.73956%
HU CHARITABLE GIFT, L.L.C. Suite 2100 222 Central Park Avenue Virginia Beach, Virginia 23462	\$0.00	3.26044%
	_____	_____
TOTAL	\$0.00	100.00000%

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