WYTHE ELEMENTARY SCHOOL

DEVELOPMENT AGREEMENT

By and Among

THE CITY OF HAMPTON, VIRGINIA;

THE HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY;

And

WYTHE ELEMENTARY SCHOOL, LLC

Date Fully Executed by all Parties: ______________________

EXHIBITS:

A – Wythe School Site Sketch Plat

B – Sewer Line Relocation

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of the _____ day of ___________________, ______, by and among **THE CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "**City**"); **THE HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "**HRHA**") (collectively, the "**Public Entities**") and **WYTHE ELEMENTARY SCHOOL, LLC** (the "**Developer**"), a Virginia limited liability company with a principal office at 425 Campbell Avenue Suite 111B, Roanoke Virginia 24016 (collectively, the "**Parties**").

RECITALS

1. In February of 2017, the HRHA received an unsolicited proposal (the "**Developer's Proposal**") for the Developer's acquisition of real property in the Olde Wythe area of the City of Hampton, including: a portion of City owned right-of-way known as Hampton Drive and portions of two parcels of property currently owned by the City known as 200 Claremont Avenue (LRSN 1005036) and 235 Catalpa Avenue (LRSN 1004553), collectively encompassing the former George Wythe Elementary School building and surrounding areas containing an approximate total of 1.33+/- acres (the "**Wythe School Site**"), which is depicted on **<u>EXHIBIT A</u>**;

2. The school building on the Wythe School Site was constructed in the Art Deco architectural style in 1936, is listed on the National Register of Historic Places and Virginia Landmarks Register as a contributing structure in the Olde Wythe Historic District, and accordingly, due to its historic significance, the preservation of the building is a high priority for the City Council;

3. The Developer's Proposal includes revitalization and preservation of the existing building on the Wythe School Site in order to provide 41+/- residential units to be leased at market rate, construction of which will meet the Standards for Rehabilitation published by the Secretary of the U.S. Department of the Interior under the authority of the federal Historic Preservation Tax Incentives Program (36 CFR § 46 *et. seq.*);

4. The Public Entities find that the Developer's Proposal is consistent with their policy goals, preservation of the Olde Wythe Historic District and surrounding neighborhood, and that it is in the interest of the citizens of Hampton to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and undertakings of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

<u>ARTICLE I – THE PROJECT</u>

1.1. <u>The Project</u>. Subject to the other provisions of this Agreement, "the **Project**" shall consist of revitalization by the Developer of the Wythe School Site as defined in the Recitals, to include a minimum $5,000,000.00 capital investment, exclusive of soft costs such as architectural, engineering, financing, and legal fees, in the following:

(a) Construction of 41+/- apartment units within the existing school building on the Wythe School Site in compliance with the Standards for Rehabilitation published by the Secretary of the U.S. Department of the Interior. Deviation from the number of units may be approved by the City Manager upon request of the Developer, provided such deviation is determined by the City to meet the overall goals of this Agreement; and

(b) Construction of parking and green areas on the Wythe School Site to serve the apartment units in accordance with the City of Hampton Zoning Ordinance and City Code, except that the Developer shall only be required to provide one (1) on-site parking space per unit within the school building. The Developer shall not be required to perform a parking study.

1.2. <u>General Project Obligations of the Developer</u>.

(a) <u>Purchase of Properties</u>. Subject to the terms of this Agreement, the Public Entities agree to sell and the Developer agrees to purchase the Wythe School Site in fee simple and at current assessed value, offset by the Property Conditions Credit, as further described in Paragraph 1.3 below.

(b) <u>Project Improvements Generally</u>. The Developer shall be responsible and bear the costs for design and construction of all improvements contemplated in this Agreement, including preparation of all concept plans, site plans, zoning and building plans, building elevations, and other Hampton City Code requirements, as applicable to the Project.

(c) <u>Project Infrastructure Improvements</u>. The Developer shall be responsible and bear the costs for design and construction of all on-site utilities and infrastructure as well as all necessary off-site infrastructure connections associated with the Project, which shall include but not be limited to:

(1) Water, sewer, stormwater, drainage, irrigation systems, electricity and other utility services as necessary and as may be required pursuant to site plan and/or building plan review according to the City Code and dedication of all easements for such utilities. This shall include, but shall not be limited to re-routing the existing sewer line currently located under the existing school building in accordance with the City of Hampton Public Works Design and Construction Standards and as generally depicted on the attached <u>**EXHIBIT B**</u>. In accordance with Chapter 33.2 of the City Code, land-disturbing activities that disturb less

than one (1) acre of land except for land-disturbing activity exceeding two thousand five hundred (2,500) square feet of land area within a Chesapeake Bay preservation district as set forth in the city zoning ordinance or activities that are part of a larger common plan of development or sale that is one acre or greater of disturbance, are exempt from the requirement for a land disturbing permit and stormwater management plan pursuant to said chapter. Notwithstanding the possible application of the above-described exemption, the Developer shall be required, pursuant to Chapter 35.1 of the City Code governing site plans, to provide positive site drainage with stormwater runoff flowing into an approved collection point, subject to approval by the Department of Public Works.

(2) All repair and replacement of public improvements damaged by construction activity in furtherance of the Project, which shall be repaired or replaced in accordance with the Public Works Design and Construction Standards after approval of plans for repair or replacement by the Director of Public Works in consultation with the Director of Community Development or their designees. Developer acknowledges that public infrastructure surrounding the Project will be maintained on the City's regular schedule and subject to appropriation by City Council.

(d) Historic Preservation Requirements. All elements of the Project shall comply with the Standards for Rehabilitation published by the Secretary of the U.S. Department of the Interior. All exterior improvements or alterations to the Wythe School Site school building, including but not limited to signage, shall be submitted to the City for "**Design Review**" to ensure consistency with the goals and objectives of the Community Plan and historic character of the building. Design Review shall include submittal by the Developer of scaled illustrative building elevations and material boards, if requested by the City, identifying all building materials, coatings, and colorings of exterior improvements or alterations, which shall be subject to the approval of the Director of Community Development or his designee. Design Review shall be completed prior to approval of building plans and/or construction documents required pursuant to the Uniform Statewide Building Code. The existing "Enter to Learn, Leave to Serve" plaques and owls on the school building façade shall be preserved unless expressly agreed to be removed or modified by the City.

(e) Hazardous Material Abatement Requirements. The Developer shall be responsible for all hazardous material abatement located in the or about the structure located on the Wythe School Site as may be required by federal, state and local law and agencies.

1.3. General Project Obligations and Incentives of the Public Entities.

(a) Property Conditions Credit. In recognition of the significantly deteriorated structural condition of the Wythe School Site building and of the costs to be incurred by the Developer with respect to the restoration and renovation of the building, the purchase price, as described below, shall be offset by a Property Conditions Credit of

THREE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED NINETY DOLLARS ($349,790.00).

(b) Reimbursements for Adverse Structural Conditions and Sewer Line Relocation.

(i) Through a Cooperation Agreement, the HRHA shall seek funding from the City to reimburse the Developer for its actual expenses related to (1) the abatement of hazardous materials and (2) the repair and renovation of the Wythe School Site building. The amount of said reimbursement shall not exceed ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($1,100,000.00). Actual costs shall be paid upon substantial completion of the Project. Substantial completion shall mean issuance of a final certificate of occupancy by the City Building Official. Developer shall be required to provide evidence that the abatement of hazardous materials was completed by a firm licensed and certified in the abatement of hazardous materials and shall be required to provide invoices and documentation providing a basis for the reimbursement to the HRHA Representative.

(ii) Through a Cooperation Agreement, the HRHA shall seek funding from the City to reimburse the Developer for fifty percent (50%) of the Developer's actual expenses related to relocation of the existing sewer line as described in Paragraph 1.2(c)(1). Prior to payment of said reimbursement, the City's Department of Public Works shall inspect site and verify that all related work was completed in accordance with applicable City standards. Developer shall provide invoices and documentation providing a basis for the reimbursement to the HRHA Representative.

(c) Boundary Line Adjustments & Vacation of City Rights-of-Way. The City shall be responsible and bear the costs for all survey, boundary line adjustment/vacation, and right-of-way plat preparation work required to create a single, transferrable parcel of property reflecting the general boundaries of the Wythe School Site shown on **EXHIBIT A**. This shall include:

(i) Survey of existing conditions, which shall be provided to the Developer in accordance with Paragraph 1.3(d) herein.

(ii) Preparation of a right-of-way vacation plat, to be submitted to the Hampton City Council for approval, depicting the portion of Hampton Drive located within the Wythe School Site boundaries shown on **EXHIBIT A**. This shall include City coordination with the abutting property owner of the right-of-way (LRSN 1005011) in order to negotiate a right-of-way vacation agreement whereby the abutting property owner agrees to forgo acquisition of one-half of the vacated City right-of-way in exchange for an access easement across the area to be vacated. Such easement shall extend from the existing driveway upon the parcel identified as LRSN 1005011 abutting Hampton Drive to the Claremont Avenue right-of-way. Developer acknowledges that the vacated area will be

conveyed to the Developer from the HRHA subject to said easement for access. The specific boundaries of the access easement shall be determined at the time of site plan review, taking into account the proposed development of the Wythe School Site. The City shall bear the costs and be responsible for recordation of the vacation documents, upon approval by City Council, in the Clerk's Office of the Circuit Court for the City of Hampton.

(iii) City confirmation that the southwest portion of the Wythe School Site, including the adjacent concrete walkway, is under ownership of the City or HRHA. Such confirmation may be achieved through review of additional title and survey work. Alternatively, confirmation may require preparation of a right-of-way vacation plat, to be submitted to the Hampton City Council for approval, depicting the portion of the City-owned right-of-way/alley located within the Wythe School Site boundaries shown on **EXHIBIT A**. This may include City coordination with the abutting property owner of the right-of-way/alley (LRSN 1004554) in order to negotiate a right-of-way vacation agreement whereby the abutting property owner agrees to forgo acquisition of a portion of the vacated City right-of-way/alley. The City shall bear the costs and be responsible for recordation of the vacation documents, upon approval by City Council, in the Clerk's Office of the Circuit Court for the City of Hampton.

(iv) Preparation of a boundary line adjustment/vacation plat, which shall be mutually approved by the Parties prior to recordation, to consolidate the aforementioned parcels of property and rights-of-way encompassing the Wythe School Site into a single, transferable parcel. This shall include submission of said plat to the City's Development Services Center Division of the Community Development Department for review. The City shall bear the costs and be responsible for recordation of the plat, upon approval by the Development Services Center, in the Clerk's Office of the Circuit Court for the City of Hampton.

(d) Delivery of Documents. The Public Entities shall provide to the Developer all studies, reports, information, and other materials it has in its actual possession relating to the Wythe School Site, including but not limited to title reports, surveys, and environmental site assessments. The Developer acknowledges that the Public Entities shall not be held responsible for the content of any study, report, information, or other materials provided to the Developer hereunder.

(e) City Easements and Utilities. The City shall cooperate to the extent practicable with the Developer to modify and/or vacate City-held easements as may be necessary to facilitate development of the Project, provided that such easements are deemed unnecessary by the City and such modification or vacation of such easements would not impair existing City services and functions. The Developer shall be responsible and bear all costs for any applications, plats, design work, and physical relocation of existing utilities as may be necessary for this purpose.

(f) Off-site Infrastructure Improvements. Off-site infrastructure improvements not governed by Paragraph 1.2(c) as deemed necessary by the City, in its sole and absolute discretion, to support the Project shall be completed by the City, subject to funding appropriation by the City Council.

(g) HRHA Representative. The Director of the HRHA or his designee shall be the HRHA representative to receive any and all submissions with respect to the Project not governed by the City Code, City Zoning Ordinance, or any additional development review processes.

ARTICLE II – PURCHASE OF PROPERTIES; ACQUISITION CONTINGENCIES; RIGHT OF REPURCHASE

2.1. Purchase Price. Upon satisfaction of the terms and conditions of this Agreement, including all acquisition contingencies, the HRHA shall sell and convey to the Developer and the Developer shall acquire the Property from the HRHA. The purchase price for the Wythe School Site shall be THREE HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($349,800.00) offset by the Property Conditions Credit as defined in Paragraph 1.3(a) for a total purchase price of TEN DOLLARS ($10.00) (the "**Purchase Price**"). The Purchase Price shall be paid in lawful money of the United States of America by wire transfer of funds, in cash, or by certified check at the time of Closing.

2.2. Acquisition Contingencies.

Acquisition by the Developer of a fee simple interest in Wythe School Site, shall be expressly contingent upon the satisfaction of all provisions of this Paragraph.

(a) Boundary Line Adjustments and Vacation of Right-of-Way. Closing is expressly contingent upon the City's creation of a single, transferrable parcel of property (to be known as the "**School Parcel**") by execution, approval, and recordation of all plats and agreements described in Paragraph 1.3(c). If the City is unable to accomplish all elements of Paragraph 1.3(c), or some other alternative that would permit construction of the Project within the general boundaries of the Wythe School Site, within six (6) months of full execution of this Agreement, then the City may terminate this Agreement by giving written notice to the Developer. Upon such written notification this Agreement shall be terminated and the Parties shall not have any further rights against, or obligations or liability to the others hereunder.

(b) City Transfer to HRHA. Closing is expressly contingent upon the City's transfer of the School Parcel to the HRHA.

(c) Zoning. Closing is expressly contingent upon satisfactory approval by the City Council of a rezoning of the School Parcel ("**Rezoning**") necessary to allow for the uses

and improvements contemplated by this Agreement. The City and HRHA, as applicable, agree to execute all necessary applications as owners of the School Parcel and to cooperate with the Developer in pursuit of such Rezoning. The Developer shall be responsible for and shall bear the costs of obtaining the Rezoning, including preparation of all application materials and payment of required fees. Proffers submitted as part of the Rezoning application shall be consistent with the requirements of this Agreement, including but not limited to an identification of permitted uses, concept plan of the site, and historic preservation requirements.

The Developer shall have 30 days from the date that it receives the final survey plat from the City showing the future boundaries of the School Parcel to submit a complete Rezoning application to the City.

If the Rezoning is denied and there is no reasonable alternative way to develop the Project in a manner that is consistent with the Agreement, and further provided that the Developer did in fact make a good faith effort to obtain the Rezoning, in part by submitting all required documents to the City in a timely and complete manner and by participating collaboratively with the City in furthering the application, then the Developer may terminate this Agreement by giving written notice to the Public Entities. Upon such written notification this Agreement shall be terminated and the Parties shall not have any further rights against, or obligations or liability to the others hereunder.

Nothing contained herein shall be interpreted or construed as a representation, assurance, or other promise that the School Parcel can be successfully rezoned. The Parties acknowledge that final approval of rezonings is controlled by the City Council for the City and that the decision may be appealed to the Circuit Court of the City of Hampton, Virginia. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE OR BE DEEMED TO BE AN AGREEMENT BY THE CITY TO APPROVE A REZONING.

(d) Financing. Closing is expressly contingent upon the Developer delivering to the HRHA Representative proof of secured financing for complete construction of the Project. Proof of secured financing may include, but shall not be limited to, an executed commitment letter from a reputable lending institution for construction financing of the Project.

(e) Site Plan Approval. Closing is expressly contingent upon final approval by the City of a site plan pursuant to Chapter 35.1 of the Hampton City Code. Said site plan shall include, but not be limited to, all required parking and green areas. Unless an alternative plan is mutually agreed upon between the Public Entities and Developer, the parking area covering the portion of Hampton Drive right-of-way to be vacated in accordance with Paragraph 1.3(c) shall depict an access easement benefitting the abutting property owner to the South of the right-of-way (LRSN 1005011).

2.3. Acquisition Time Frame.

(a) Due Diligence Period. The Developer is granted 90 days from full execution of this Agreement (the "**Due Diligence Period**") (i) to inspect the Wythe School Site and 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 are suitable, in the reasonable opinion of Developer, for the Project, and to determine the existence of any adverse environmental conditions in, on, under, about, or migrating from or onto the Wythe School Site; and (ii) to make investigations with regard to matters of survey, title, stormwater, floodplain, utilities availability, building code, and other applicable governmental requirements with regard to the Wythe School Site and the use thereof.

If the Developer determines during the Due Diligence Period that the soils and subsurface conditions are not suitable for the Project, that the existence of any adverse environmental matters or conditions in, on, under, about, or migrating from or onto said Wythe School Site is unacceptable, or that any of its inspections, investigations and the like are unacceptable or unsatisfactory to the Developer in its sole discretion, the Developer reserves the right to terminate this Agreement by giving the Public Entities 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, the Parties shall not have any further rights against or obligations or liability to the others hereunder.

(i) Access and Right of Entry. The Public Entities hereby grant the Developer a right of entry upon the Wythe School Site purposes of this Agreement. Access to the Wythe School Site shall be at the Developer's sole risk and expense. The Public Entities shall not be responsible for and the Developer shall indemnify and hold harmless the Public Entities 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 Wythe School Site 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 Wythe School Site resulting from such access. The obligations set forth in this Paragraph shall survive Closing, delivery of the Deed or termination of this Agreement.

(c) School Parcel to be Purchased "As-Is"/Environmental Conditions. Except as to special warranty of title, the School Parcel will be conveyed to the Developer "AS IS, WHERE IS, WITH ALL FAULTS" without any representations or warranties from the Public Entities, either expressed or implied. Further, the Public Entities shall not 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 School Parcel for removal or remediation thereof.

(d) Title Review Period. Upon receipt of the documents delivered to it by the Public Entities pursuant to Paragraph 1.3(d) herein, and any title commitment ordered by the Developer for the Project (collectively, the "**Title Documents**"), the Developer shall examine such Title Documents and give notice to the Public Entities prior to the end of the Due Diligence Period described herein, of any liens, tenancies, encumbrances, conditions, restrictions, or defects (the "**Title Defects**") affecting title to the subject Wythe School Site that are not acceptable to the Developer. Upon the failure of the applicable Public Entity to eliminate all Title Defects within 45 days after its receipt of notice from the Developer of same ("**Title Cure Period**"), 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 of expiration of the Title Cure Period, then the Developer may terminate this Agreement by giving written notice to the Public Entities. Upon receipt of such notification, the Parties shall not have any further rights against or obligations or liability to the others hereunder.

2.4. Closing. Closing on the School Parcel shall occur within 30 days of certification by the HRHA Representative that all acquisition contingencies set forth in Paragraph 2.2 have been satisfied and the expiration of the Due Diligence and Title Review Periods, whichever occurs last. The Closing shall take place at the Office of the City Attorney, 22 Lincoln Street, Hampton, Virginia. At Closing, the HRHA shall deliver to the Developer a good and sufficient deed (the "**Deed**") with Special Warranty of Title, subject to the Deed Restrictions and Right of Repurchase described in Paragraph 2.5, but free and clear of any deeds of trust or other monetary liens.

(a) Closing Costs. The Developer shall be responsible for the following Closing costs: (1) fees and Grantee Taxes for recording the Deed in the Clerk's Office, (2) title examination and insurance premiums, (3) financing costs, (4) any environmental studies, and (5) its own attorney's fees and other expenses. The Public Entities shall be responsible for any delinquent or deferred real estate taxes and stormwater utility fees, preparation of the Deed, and its own attorney's fees and other expenses. The Public Entities are exempt from Grantor Taxes on the Deed. Any real estate property taxes and stormwater utility fees shall be prorated as of the applicable Closing date.

2.5 Deed Restrictions and Right of Repurchase.

(a) Deed Restrictions. In order to ensure that development of the Project occurs according to the Agreement, the HRHA will convey the School Parcel subject to deed restrictions requiring strict compliance with the Project description set forth in Paragraph 1.1 and the Rezoning (the "**Deed Restrictions**"). The Deed Restrictions shall also include the Right of Repurchase described in Paragraph 2.5(b). The Deed Restrictions shall be incorporated into the Deed, and the Developer, its successors and assigns shall be bound by the Deed Restrictions in its ownership and use of the School Parcel.

(b) Right of Repurchase. In the event the Developer fails to comply with the Construction Schedule described in Paragraph 3.1, and such failure continues for more

than 60 days following Developer's receipt of written notice by the HRHA Representative, then the HRHA shall have the right to repurchase the School Parcel in the amount of the original purchase price paid for the School Parcel ("**Right of Repurchase**"); whereupon Developer shall convey the School Parcel back to the HRHA by special warranty deed free and clear of liens and encumbrances other than (1) those encumbering the School Parcel at the time conveyed by the HRHA to the Developer, (2) those contained in the Deed(s) from the HRHA to the Developer, and (3) those otherwise created or approved by the HRHA. The School Parcel shall be restored by the Developer to pre-Closing condition. Closing shall take place in the Office of the City Attorney at 22 Lincoln Street in Hampton within 30 days after the HRHA's written notice to the Developer concerning its intent to exercise its Right of Repurchase. In the event the Developer for any reason fails or refuses to convey title back to the HRHA as required herein, then, the HRHA shall have the right to enter upon and take possession of the School Parcel, along with all rights and causes of action necessary to have title to the School Parcel conveyed back to the HRHA.

Notwithstanding the foregoing, the HRHA agrees to release the Right of Repurchase, at the sole cost and expense of the Developer, by recording a release in the Circuit Court of the City of Hampton as soon as practicable upon evidence that: (1) a building permit authorizing construction of the primary improvements on the School Parcel has been issued in accordance with the Construction Schedule described in Paragraph 3.1; or (2) a Deed of Trust evidencing the fact that financing for the Project has been secured has been recorded in the Hampton Circuit Court. This paragraph shall survive Closing and delivery of the Deed.

ARTICLE III – PROJECT DEVELOPMENT AND CONSTRUCTION SCHEDULE

3.1 Construction Schedule. After Closing, the Developer shall thereafter diligently pursue construction of the Project in accordance with the terms of this Agreement. Accordingly, the Developer shall:

(a) Submit a complete set of Building Plans for construction of the Project pursuant to Chapter 9 of the City Code ("Building Plans") within 30 days of Closing, and thereafter diligently pursue approval of said Building Plans in part by making all revisions required by the City Code and other City regulations in a timely manner;

(b) Obtain a building permit for construction of the primary improvements within 6 months of Closing; and

(c) Obtain a final Certificate of Occupancy from the City Building Official no later than 18 months from Closing.

Failure to submit the Building Plans, or to obtain the building permit and Certificate of Occupancy as set forth herein, shall constitute a default and an Event of Termination in accordance with Paragraph 4.1(a) if such default is not satisfied by the cure period therein.

3.2 Construction Issues.

(a) Compliance with all Laws. The Project shall be constructed in full compliance with all applicable federal, state, and local laws, rules and regulations and 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.

(b) Maintenance of Construction Sites. During construction of the Project, the Developer shall keep the School Parcel clean and in good order, reasonably free of trash and construction debris. If the Developer fails to do so, the City may issue a written warning to the Developer identifying the section of the School Parcel 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 City may clean the School Parcel and charge the Developer for all its costs and expenses incurred.

(c) Inspections. During construction of the Project, HRHA and City staff 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 the terms of this Agreement, the Hampton City Code and Zoning Ordinance requirements, Site Plan, and other regulations.

3.3. Survival. The provisions of this Article III shall be continuing obligations of the Developer and shall survive Closing and delivery of the Deed.

ARTICLE IV – EVENTS OF TERMINATION

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

(a) Breach of any material covenant, obligation, or requirement of the Developer arising under this Agreement, the Deed(s), and the continuation of such breach for 45 days after receipt of written notice from the City specifying the nature and extent of such breach, or if such breach cannot reasonably be cured within such 45-day period, the

failure of the Developer to commence to cure such breach within such 45-day period and to diligently pursue same to completion.

(b) 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.

(c) 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.

4.2 Events of Termination by the Public Entities. Each of the following shall constitute an Event of Termination by the Public Entities:

(a) The failure of the Public Entities to perform or to observe any covenant, obligation or requirement of this Agreement not specifically named as an Event of Termination in this Paragraph 4.2, and the continuation of such failure for 45 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 45-day period, the failure of either (1) to commence to cure such default within such 45-day period and to diligently continue to pursue such efforts to cure to completion, or (2) to cure such Event of Termination within a reasonable time after the expiration of the first 45-day period, and to diligently pursue the same to completion.

4.3 Remedies of the Developer. Should an Event of Termination by the Public Entities occur hereunder, the Developer may seek specific performance, or by written notice to the Public Entities, terminate this Agreement, upon which termination the Developer may exercise any remedies available to it at law or in equity, except that the Public Entities 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, excluding internal project administration costs incidental to the physical improvements on the School Parcel such as permitting, inspections, plan preparation and review, environmental testing, surveying, architectural and civil planning, construction management fees and legal fees.

4.4 Remedies of the Public Entities. Should an Event of Termination as outlined in Paragraph 4.1 by the Developer occur hereunder, the Public Entities may, by written notice to the Developer, terminate this Agreement and, in addition, may exercise any remedies available to them at law or in equity, except that the Developer shall not be liable to the Public Entities 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 Public Entities after execution of this Agreement, excluding internal project administration costs incidental to the physical improvements on the School Parcel such as permitting, inspections, plan preparation and review, environmental testing, surveying, architectural and civil planning, construction management fees and legal fees. All remedies provided to the Public Entities under this

Agreement shall be cumulative and not restrictive of other remedies, including, without limitation, specific performance or the Public Entities' exercise of the Right of Repurchase as specified in Paragraph 2.5 above.

ARTICLE V – INSURANCE REQUIREMENTS

5.1 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 Project in the amount of Two Million Dollars ($2,000,000.00) for any single occurrence along with an umbrella general liability policy of not less than Five Million Dollars ($5,000,000.00). 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 Paragraph, 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 Paragraph is separate and specific to the Project.

5.2 Policy Requirements. The following general requirements shall apply to all insurance coverage carried by the Developer pursuant to Paragraph 5.1:

(a) 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.

(b) Certificates of Insurance. The Developer shall deliver to the Public Entities policies or certificates of insurance and applicable endorsements to the policy evidencing such coverage before the Developer, its agents, contractors, or employees enter upon the Wythe School Site during the Due Diligence Period or perform any work associated with the Project. The certificate of insurance shall list all of the Public Entities as additional insureds for the specified Project. The Endorsement to the policy would be that which is attached to the Developer's liability policy that acknowledges the City and HRHA as additional insureds on all policies the City and HRHA are made additional insured(s). This shall be either a direct Endorsement that actually names the City or HRHA or a blanket Endorsement within the insurance policy that states that under a contractual agreement the City and HRHA will be named as an additional insureds on the required insurance policy. Such insurance shall also contain an endorsement stating that the insurance is primary with respect to any self-insurance or insurance maintained by the City.

(c) 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 Public Entities.

(d) Non-Cancelable Without Notice. The coverages shall be non-cancelable unless the carrier gives to the Public Entities 30 day's prior written notice of cancellation.

5.3 Environmental Considerations.

(a) For purposes of this Paragraph 5.3, the term "Developer Parties" shall mean the Developer as otherwise defined in the Agreement as well as its agents, officers, employees, contractors, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by the Developer.

(b) 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 cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Public Entities, 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 by the Developer Parties, or any noncompliance by the Developer Parties 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 Paragraph 2.3 or from the Closing Date, shall be paid by the Developer. This Paragraph shall survive the termination or expiration of this Agreement and Closing.

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

ARTICLE VI – COMPLIANCE WITH STATE AND FEDERAL LAW

6.1 Non Discrimination/Equal Opportunity Employer. The Developer represents that it 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

commercially reasonable 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 VII to their respective personnel.

6.2 Mandatory Contract Provisions. The Developer agrees to insert the following requirements in all bid documents, contracts, and purchase orders of over $10,000.00 pertaining to this Agreement, and to require all contractors to include such requirements in its subcontracts over $10,000.00:

(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 Paragraph 6.2 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 Paragraph 6.2;

(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 VII – REPRESENTATIONS AND WARRANTIES OF THE PARTIES

7.1 Representations and Warranties by the Developer. In order to induce the Public Entities to enter into this Agreement, the Developer represents and warrants as follows:

(a) The Developer is a duly organized and validly existing legal entity 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.

(b) 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.

(c) 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 Incorporation 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.

(d) 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 $100,000.00 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.

(e) 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 notice of, and to its best knowledge, is not in default (1) under any obligation for borrowed money, or (2) 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.

(f) To the Developer's best knowledge, neither this Agreement nor any document, certificate or financial statement furnished to the Public Entities 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 Public Entities or on behalf of the Developer in connection with the transactions contemplated hereby.

7.2 Representations and Warranties by the Public Entities. In order to induce the Developer to enter into this Agreement, the Public Entities represent and warrant to the Developer as follows:

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

(b) The Public Entities 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 Public Entities in connection with its obligations hereunder.

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

ARTICLE VIII – MISCELLANEOUS

8.1 Successors, Assigns, and Joint Liability.

(a) This Agreement is binding upon and shall inure to the benefit of the City, the HRHA, the Developer, and their respective successors and assigns.

(b) The Developer may not assign its interest or any part thereof in this Agreement without the prior written approval of the City, 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 Wythe Elementary School, LLC or its employees are a general partner or manager, or the owner of at least 51% of the capital stock, partnership interest, or membership interest, provided that no such assignment shall relieve the Developer of any liability hereunder.

(c) The term "Developer" as used herein refers the undersigned developer and its successors and assigns.

8.2 Consents and Approvals. The City, the HRHA, 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.

8.3 Entire Agreement. This Agreement incorporates all prior negotiations and discussions among the Parties regarding its subject matter and represents the entire agreement of the Public Entities and the Developer for the Project. This Agreement may only be modified by written instrument executed by the Public Entities and the Developer.

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

8.5 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: Wythe Elementary School, LLC
Attn: John A. Garland, Member and Manager
Address: 425 Campbell Avenue, Suite 111-B, Roanoke, VA 24016

The Public Entities: City of Hampton, Virginia
Attn: City Manager
22 Lincoln Street

Hampton, Virginia 23669

<u>And Copy to</u>: City of Hampton, Virginia
Attn: City Attorney
22 Lincoln Street
Hampton, Virginia 23669

<u>And Copy to</u>: Hampton Redevelopment and Housing Authority
Attn: Executive Director
1 Franklin Street
Hampton, Virginia 23669

<u>And Copy to</u>: Hampton Redevelopment and Housing Authority
Attn: General Counsel
1 Franklin 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. The Parties may change their 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.

8.6 <u>Partial Invalidity</u>. 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.

8.7 <u>Counterparts</u>. 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.

8.8 <u>Choice of Laws and Venue</u>. 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.

8.9 <u>Force Majeure</u>. For the purpose of any of the provisions of this Agreement, neither the Public Entities 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 Paragraph 8.9 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.

8.10 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 Public Entities and the Developer or as constituting the Developer as the agent or representative of the Public Entities for any purpose or in any manner under this Agreement, it being understood that the Developer is an independent contractor hereunder.

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

8.12 Ancillary Documents. The Chair or the Vice-Chair of the HRHA is authorized, on behalf of the HRHA, and the City Manager of the City of Hampton 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 HRHA and the City without additional formal approval of the HRHA and the City Council.

8.13 Broker. The Public Entities and the Developer each represent and warrant for themselves 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, to the extent permitted by law and without waiving its sovereign immunity, if applicable, from and against any claim, cost, liability, or expense (including reasonable attorney's fees) arising or resulting from a breach of this warranty.

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

8.15 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.

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

8.17 Conflict of Terms. It is the intention of the Public Entities 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.

8.18 No Waiver. No failure on the part of the Public Entities 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.

8.19 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.

8.20 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.

8.21 Sovereign Immunity. Nothing contained in this Agreement shall be deemed to be, or have the effect of being, a waiver by the HRHA, 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:

WYTHE ELEMENTARY SCHOOL, LLC:

By: ______________________________
John A. Garland, Managing Member

Date: ______________________________

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

THE CITY OF HAMPTON, VIRGINIA:

By: ________________________________
Mary B. Bunting, City Manager

Date: ________________________________

Approved as to Content:

________________________________ ________________________________
Director of Community Development Date

Approved as to Content:

________________________________ ________________________________
Director of Public Works Date

Certified as to Availability of Funds:

________________________________ ________________________________
Director of Finance Date

Approved as to Legal Sufficiency:

________________________________ ________________________________
Deputy City Attorney Date

[SIGNATURES CONCLUDE ON FOLLOWING PAGE]

THE HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY:

By: ____________________________________
Chair

Date: ____________________________________

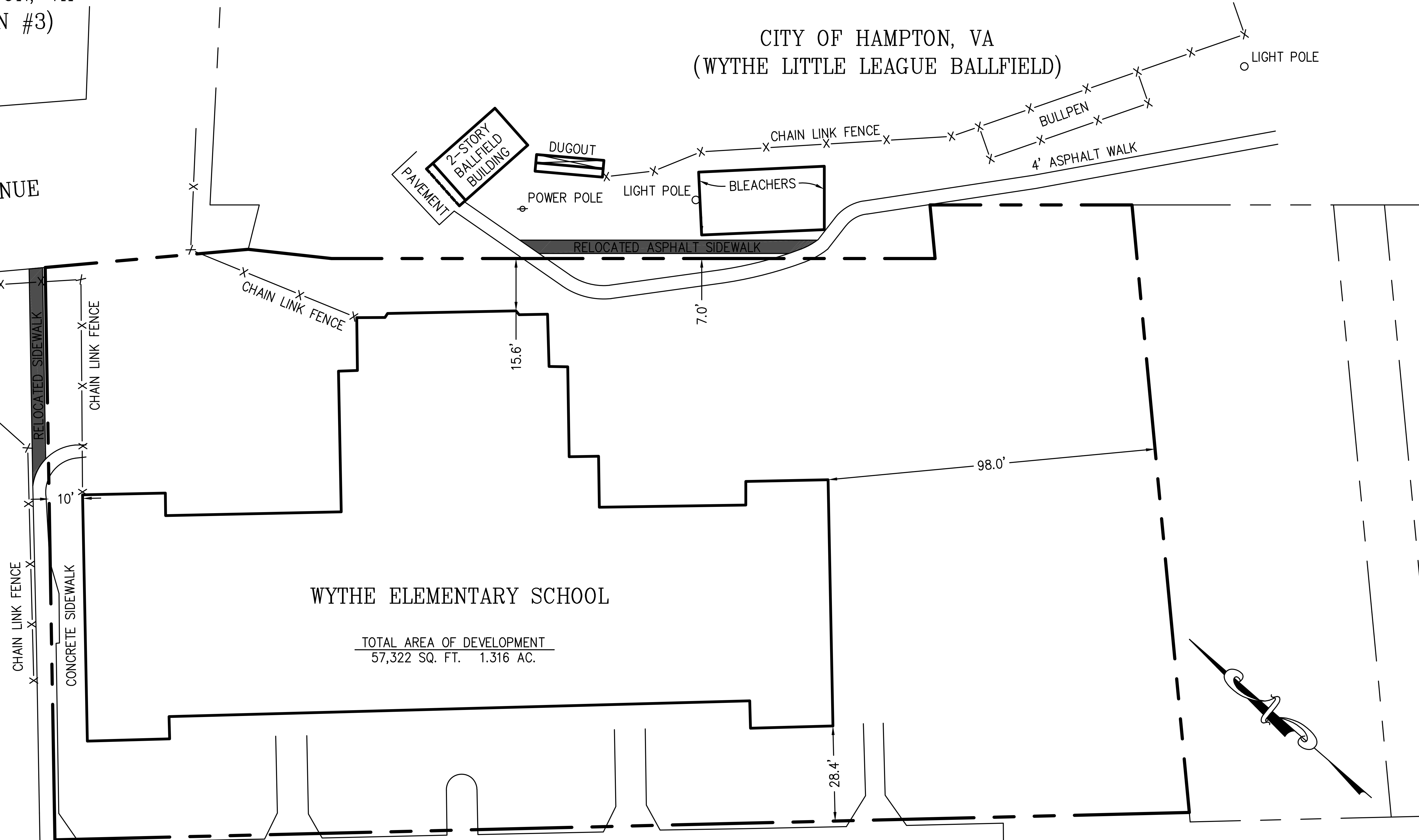
Approved as to Content:

____________________________________ ____________________________________
Executive Director Date

Approved as to Legal Sufficiency:

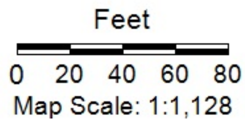
____________________________________ ____________________________________
General Counsel Date

EXHIBIT A



SKETCH PLAT SHOWING
PROPOSED DEVELOPMENT PROPERTY AT
WYTHE ELEMENTARY SCHOOL
CITY OF HAMPTON, PUBLIC WORKS DEPT., ENGINEERING SERVICES DIVISION
RJE 9/11/2018 1" = 30'

- NNWW
- VA Power
- Dominion R?W
- Landscape
- Conservation
- Sign
- Traff Control
- Restricted Access
- Government



Title: Exhibit B - Sewer Line

Date: 8/17/2018

DISCLAIMER:This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records,information, and data obtained from various sources, and Hampton is not responsible for its accuracy or how current it may be.