

Prepared by:

Matthew L. Gooch, Esq.
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Richmond, Virginia 23219
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After recording return to:
Office of the City Attorney
22 Lincoln Street
Hampton, Va. 23669
(BNB)

LRSN: 6001003

PROFFER AGREEMENT

THIS PROFFER AGREEMENT ("Agreement") made this ____ day of _____ 2023 by and between DELOREAN POWER LLC a Delaware limited liability company (the "Grantor"), LINDE INC., a Delaware corporation, 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, Va. 23669.

RECITALS

- A. LINDE, INC. is the current owner of a certain parcel of property located in the City of Hampton, herein known as 3201 Commander Shepard Blvd (LRSN 6001003) and more fully described on "Exhibit A" (the "Property").
- B. DELOREAN POWER LLC holds option rights to the Property and may exercise the option to become the owner of the Property.
- C. Collectively, 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 amend and supersede the proffered conditions attached to Rezoning Application No. 652, which was approved by the City Council for the City of Hampton in 1980.
- D. Grantor has requested approval of this Agreement.
- E. Grantee's policy is to provide for the orderly development of land for various purposes, including commercial purposes, through zoning and other land development legislation.

- F. Grantor desires to offer the City of Hampton certain conditions for the enhancement of the community and to provide for the highest quality and orderly development of the Property.
- G. The conditions outlined in this Agreement have been proffered by Grantor and allowed and accepted by Grantee as a part of the amendment of the City Zoning Ordinance and the Zoning Map. These conditions shall continue in full force and effect until a subsequent amendment changes the zoning of the Property provided, however, that such conditions shall continue if the subsequent amendment is part of the comprehensive implementation of a new or substantially revised zoning ordinance of Grantee.

NOW, THEREFORE, for and in consideration of the approval and acceptance by the Grantee of this Agreement, Grantor agrees that it will meet and comply with all of the following conditions in developing the Property. In the event the requested change of zoning classification is not granted by the City, these Proffers shall thereupon become null and void. Grantor, its heirs, successors, assigns, grantees and other successors in title or interest to the Property, voluntarily and without any requirement by or exaction from Grantee or its governing body and without any element or compulsion or quid pro quo for zoning, rezoning, site plan, building permit or subdivision approval, makes the foregoing declaration of conditions and restrictions governing the use and physical development and operation of the Property, and covenants and agrees that this declaration and the further terms of this Agreement shall constitute covenants running with the Property, which shall be binding upon the Property, and upon all persons and entities claiming under or through the Grantor, its heirs successors and assigns, grantees and other successors in interest or title to the Property; namely;

CONDITIONS

- A) Use of the Property shall be limited to: (1) power plant (large-scale battery energy storage systems), as defined by the City of Hampton Zoning Ordinance; and (2) uses permitted by-right and through an approved use permit in both the Heavy Manufacturing (M-3) and Langley Business Park (LBP) Districts, as amended.
- B) The proposed utility plant(s)/power plant(s) will consist of large-scale battery energy storage system(s) and communication and control technologies that will allow the system operator to store energy.
- C) Site Development
 - a. Any clearing and development of the site shall be limited to the Project Site 1 and Project Site 2 areas and within the limits of disturbance (LOD) as depicted the “Hampton BESS Concept Site Plan”, dated April 26, 2023, (the “Concept Plan”). A copy of the final Concept Plan shall be kept on file with the Planning and Zoning Division of the Department of Community Development and shall supersede any previously filed concept plans.
 - b. The property encompassed by Project Site 1 shall be developed in substantial conformance with the plan entitled “Delorean Power Development Plan”, dated April 26, 2023, (the “Development Plan”). Minor changes in the Development Plan may be made to accommodate environmental, engineering, topographical or other development conditions or site plan requirements as required by the law or in connection with a fully engineered site plan and subject to approval of the Director of Community Development. A copy of the final Development Plan shall be kept on file with the Planning and Zoning Division of the Department of Community Development and shall supersede any previously filed development plans.
- D) Development Standards
 - a. In accordance with the Concept Plan, land disturbance, including tree clearing, is permitted to occur within the Project Site 1 area. Land disturbance, including tree clearing, is also allowed within the future Project Site 2 area, as noted on the Concept Plan. Dead, diseased, or dying trees or shrubbery and noxious weeds (such as Johnson grass, kudzu, and multiflora rose) may be removed and thinning of trees may be allowed pursuant to sound horticultural practice incorporated into locally-adopted standards only to provide for reasonable sight lines, access paths, general woodlot management, and best management practices, including those that prevent

upland erosion and concentrated flows of stormwater; subject to approval by the Zoning Administrator.

- b. Front yards and unfenced side yards which abut a street shall be landscaped in accordance with the “City of Hampton Landscape Guidelines.” All proposed plant material shall be consistent with the “Native Plants for Southeast Virginia” Guide.
- c. There shall be a twenty foot (20') wide landscape buffer that consists of a mixture of evergreen and deciduous trees, shrubs, and groundcover, as further described below, along the northly boundary of the site, also described as the front yard, as indicated on the Concept Plan. The Landscape Buffer shall provide an opaque screen of trees and shrubs from the ground to a minimum height of six feet (6') in substantial conformance with the illustration attached hereto as Exhibit "B" and made part of the Agreement. Before installation or removal of any material in the Landscape Buffer, a landscape plan meeting the requirements of the City of Hampton Landscape Guidelines shall be reviewed and approved by the Director of Community Development or their designee. Further, the Landscape Buffer shall consist of the following:
 - i. Vegetation: All existing trees within the Landscape Buffer shall be preserved, with the exception that all dead, diseased or damaged vegetation and invasive species, which shall be removed only to the extent necessary. All trees installed in the Landscape Buffer shall be dispersed throughout the required planting areas and shall be planted with a combination of single trees and groups of trees in a staggered, clustered or other pattern. Trees shall not be installed in a continuous single row except where necessary and appropriate to meet screening buffer requirements. Shrubs shall be installed in groupings and integrated with trees.
 - ii. Plant Specifications: All new trees installed shall be a combination of the following tree types: deciduous trees, evergreen trees, and understory trees as listed in the “*Native Plant Material for Southeast Virginia*” Guide. No more than fifty percent (50%) of the required trees shall be of any one type, nor shall more than twenty-five percent (25%) of the required trees be of any single species (e.g., maple, pine, oak, dogwood, holly, etc.). All new trees and shrubs shall meet the following size requirements:

Plant Type	Installed Size	Mature Height Capability
Shade Tree	2" caliper	>50'
Evergreen Tree	8'-10' height	>40'
Understory Tree	8'-10' height	>20'
Evergreen Shrub	30" height	>6'

The Landscape Buffer shall be left in an undisturbed natural vegetative state with the exception of providing supplemental plantings, fencing and maintenance of the buffer as described in this Agreement. Pruning and trimming shall be limited to selective thinning of vegetation under two inch (2") caliper.

- d. Proposed stormwater BMP's shall include a minimum 20 foot wide access easement on all sides to provide adequate access and maintenance, as indicated on the Concept Plan.
 - e. The need for public drainage easements at the site shall be assessed during the project site plan review process. The Grantor will comply with Grantee's requirements for public drainage easements at the site and the Grantor will complete those requirements during the project's site plan review process. In the event it is determined that public drainage easements are needed during the site plan review process for either the Project Site 1 or Project Site 2 areas, Delorean Power will provide the Grantee easements for public drainage ditches.
- E) It is understood that all use and development of the property shall comply with all ordinances of the City of Hampton.
- F) 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.
- G) 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.
- H) 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.

Signature pages follow

WITNESS the following signatures:

Grantor:

Delorean Power LLC

By: [Signature]
Michael Herbert
Managing Partner

STATE OF Virginia
COUNTY OF Shenandoah:

I, Cynthia S. Lozada, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Herbert whose name is signed to the foregoing instrument as Managing Partner of Delorean Power LLC, a Delaware limited liability company, has sworn to, subscribed, and acknowledged the same before me in the County and State aforesaid, this 08 day of May, 2023 on behalf of said Delorean Power LLC. He/she is personally known to me or has produced Drivers Lic. as identification.

[Signature]
Cynthia Dannette Lozada
Notary Public

CYNTHIA DANNETTE LOZADA
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7265734
My Commission Expires 01-31-2025

My commission expires: 01-31-2025
Registration No. 7265734

Grantor:

Linde Inc.

By: _____



STATE OF CONNECTICUT :
COUNTY OF FAIRFIELD :

I, Lisa Murray, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Brian C. Morgan whose name is signed to the foregoing instrument as Director, Corporate Real Estate of Linde Inc. a Delaware corporation. has sworn to, subscribed, and acknowledged the same before me in the County and State aforesaid, this 1st day of May 2023 on behalf of said Linde Inc. He is personally known to me or has produced _____ n/a _____ as identification.

Notary Public



My commission expires: 12/31/2023
Registration No. _____

LISA MURRAY
NOTARY PUBLIC - CT 178083
My Commission Expires Dec. 31, 2023

John D. Gray

9-29-80

BOOK 578 PAGE 232

DEED NO. 5415 S. TAX 738750 TAX 246.25

THIS DEED, made this 9th day of September, 1980, by and between REGIONAL REDEVELOPMENT AND HOUSING AUTHORITY FOR HAMPTON AND NEWPORT NEWS, VIRGINIA, a political subdivision of the Commonwealth of Virginia, party of the first part, and UNION CARBIDE CORPORATION, a New York corporation, party of the second part.

W I T N E S S E T H: That for and in consideration of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part grants and conveys with GENERAL WARRANTY OF TITLE and ENGLISH COVENANTS unto the party of the second part, its successors or assigns, the following described property, to wit:

All that certain piece or parcel of land in the name of Regional Redevelopment and Housing Authority for Hampton and Newport News, Virginia, located in the City of Hampton, Virginia, containing 32.8280 acres, commencing at the point where the Southerly right-of-way line of Research Drive intersects with the Westerly right-of-way line of North Armistead Avenue; thence along the said right-of-way line of North Armistead Avenue in a Southeasterly direction along a curve to the right having a radius of 1407.50 feet for an arc distance of 506 feet, more or less, to an iron pipe, the POINT OF BEGINNING, said pipe being the common corner between the lands of Urban Corridor Properties, Inc. (Deed Book 440, Page 184) and Regional Redevelopment and Housing Authority for Hampton and Newport News, Virginia; the POINT OF BEGINNING being established thusly, thence continuing along the Westerly right-of-way line of North Armistead Avenue in a Southeasterly direction along a curve to the right having a radius of 1407.50 feet for an arc distance of 129.99 feet to a concrete monument, the point of tangency; thence continuing along the Westerly right-of-way line of North Armistead Avenue S 28° 14' 00" E a distance of 360.55 feet to a concrete monument located in the common line which divides the land herein described with the lands of the heirs of Howard C. Collier (City of Hampton Chancery Box 280); thence leaving the Westerly right-of-way line of North Armistead Avenue along the said common line with Collier S 46° 30' 47" W a distance of 1417.93 feet to a concrete monument, a common corner with the City of Hampton (Pumping Station Site; Deed Book 404, Page 889 and Deed Book 412, Page 475); thence leaving the common line with Collier along the common line with the City of Hampton N 80° 58' 37" W a distance of 67.53 feet to a stake, a common

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JOHN D. GRAY

Box 546

Hampton, Virginia 23669

corner with the City of Hampton; thence continuing along the common line with the City of Hampton S 09° 01' 23" W a distance of 62.00 feet to a pipe, a common corner in lands being retained by the Regional Redevelopment and Housing Authority as the Northerly proposed right-of-way line of a future proposed street, Floyd Thompson Drive; thence leaving the common line with the City of Hampton along a common line with the said Authority as the said Northerly proposed right-of-way line of a future proposed street, Floyd Thompson Drive, N 80° 58' 37" W a distance of 810.18 feet to an iron pipe, a new corner with lands being retained by the said Authority; thence continuing along a common line with the lands being retained by the said Authority N 09° 01' 23" E a distance of 423.70 feet to a stake in a common corner with the said Authority; thence continuing along a common line with the said Authority North 05° 02' 01" W a distance of 460.20 feet to an iron pipe located in the Southerly right-of-way line of Research Drive; thence leaving the common line with the said Authority along the said Southerly right-of-way line of Research Drive N 84° 57' 59" E a distance of 507.45 feet to a concrete monument; thence continuing along the said Southerly right-of-way line of Research Drive in an Easterly direction along a curve to the right having a radius of 220.56 feet for an arc distance of 107.50 feet to an iron pipe; thence continuing along the said Southerly right-of-way line of Research Drive N 63° 00' 41" E a distance of 75.32 feet to a stake; thence leaving the said Southerly right-of-way line of Research Drive along a common line with Frank A. and Betty J. Anthony (Deed Book 493, Page 83) S 50° 44' 00" E a distance of 200.00 feet to an iron pipe, a common corner in the said Anthony land and the herein described premises; thence continuing along the said common line with Anthony N 39° 16' 00" E a distance of 217.80 feet to an iron pipe, a common corner between the said Anthony land, the said Urban Corridor Properties, Inc. land and the herein described premises; thence leaving the said common line with Anthony along the said common line with Urban Corridor Properties, Inc. (Deed Book 440, Page 184) S 50° 44' 00" E a distance of 300.00 feet to a concrete monument, a common corner with the said Urban Corridor Properties, Inc. and the herein described premises; thence continuing along the said common line with Urban Corridor Properties, Inc. N 39° 16' 00" E a distance of 694.04 feet to an iron pipe, the POINT OF BEGINNING; said area contains 32.8280 acres and is shown on drawing prepared by Coenen and Associates, Inc. of Newport News, Virginia, entitled, "Plat of the Property of Regional Redevelopment and Housing Authority for Hampton and Newport News, Virginia 32.8280 Acres, City of Hampton, Virginia", last revised on March 31, 1980, a copy of which plat is attached hereto and made a part hereof for a more accurate description of the property hereby conveyed and the easements hereby reserved.

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Hampton, Virginia 23669

SAVING AND EXCEPTING THEREFROM

The Drainage and Utilities Easement being 10 feet side x 434 feet in length along the Westerly property line, adjacent to lands being retained by the Regional Redevelopment and Housing Authority for Hampton and Newport News, Virginia, and that easement area 9.7 feet wide and 62 feet in length along the westerly line in the City of Hampton Pumping Station Site as shown in Detail "A", all as shown on the above referred to plat prepared by Coenen and Associates, Inc.

It is also understood and agreed that the area shown as Floyd Thompson Drive as "future proposed right-of-way" does not commit the Authority to dedicate the same for street purposes or to install a street thereon but that the area remains the property of the Authority and the Authority may make any use of the property it deems desirable.

That further, in consideration of the conveyance hereby made and the acceptance of this deed by the party of the second part, the said party of the second part covenants and agrees to abide by the Special Protective Provisions and Covenants for Heavy Manufacturing Land set forth as Exhibit "A" attached hereto and made a part hereof.

WITNESS the following signatures and seals:

REGIONAL REDEVELOPMENT AND HOUSING AUTHORITY FOR HAMPTON AND NEWPORT NEWS, VIRGINIA

By Thomas R. Watkins
Thomas R. Watkins, Chairman

William C. Phillips, Jr.
William C. Phillips, Jr., Assistant Secretary



STATE OF VIRGINIA

City of Hampton, to wit:

The foregoing instrument was acknowledged before me this 11th day of September, 1980, by Thomas R. Watkins, Chairman, and William C. Phillips, Jr., Assistant Secretary, respectively, of Regional Redevelopment and Housing Authority for Hampton and Newport News, Virginia.

Alan P. Schler
Notary Public

My commission expires: 6-28-82

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Box 546
Hampton, Virginia 23669

SPECIAL PROTECTIVE PROVISIONS AND COVENANTS
FOR HEAVY MANUFACTURING LAND

1. Approval of Use

The specific use of the property must be approved by the Board of Commissioners of the Regional Redevelopment and Housing Authority prior to the original sale or prior to the resale (or assignment) to any subsequent owners (or tenants); however if written application for approval has not been approved within sixty (60) days, this paragraph shall become null and void.

2. Uses Permitted

The primary use of property referred to herein is for M-3, Heavy Manufacturing. It shall not be used for residential purposes, or for the retail sale of goods and wares, but quarters for a watchman, incidental sales of the product produced, or incidental sales to employees is permitted. The purpose of this restriction is to prohibit the operation on this property of any business devoted primarily to the retail sale of consumer-type merchandise.

3. Time Limit for Construction of Improvements

If after the expiration of two years from the date of execution of a deed on the property, the Purchaser shall not have commenced construction of an approved facility thereon, then the Board shall have the option to repurchase the property for the same amount as paid to the Authority by the Purchaser. The option shall be deemed exercised by notice in writing to the Purchaser within sixty (60) days of the end of the two-year period and closing shall be for cash within ten (10) days of said notice. Failure to exercise this sixty (60) day option to repurchase by the Board shall result in this paragraph becoming null and void and Purchaser may then sell property on the open market. At the written request of the Purchaser after construction has begun, the Board shall furnish a recordable release to the Purchaser confirming that this reservation has been met and satisfied.

4. Resale or Lease of Unimproved Land by Purchaser

If a Purchaser desires to sell or lease all or any part of unimproved land acquired from the Authority, the Board shall have the prior right and option to repurchase said land at the same price per acre paid to the Authority by the Purchaser. In this event, the Purchaser shall notify the Board in writing of his desire to sell or lease the described property and the Board shall have sixty (60) days from the date of receipt of such notice to exercise its option and complete the repurchase. Failure to exercise this sixty (60) day option by the Board shall result in this paragraph becoming null and void and the Purchaser may then sell or lease the unimproved land on the open market.

5. Emissions and Noise

No operation shall be permitted which produces any noise or emissions that exceed Zoning M-3, Heavy Manufacturing for Hampton, Virginia.

6. Waste

All sewage and industrial waste shall only be released into a public sewer and must comply with applicable quality standards of the Hampton Roads Sanitation District Commission and other applicable regulatory agencies.

7. Setback Standards

No structures or buildings shall be located closer than eighty (80) feet to the street upon which it fronts, fifty (50) feet to any other street, and thirty (30) feet to any side building site line or rear property line within the Authority's land, it being the intent that an open area of at least sixty (60) feet shall exist between all adjacent but separately owned improvements, both at sides and rear.

8. Building Construction and Materials

All buildings shall be of masonry, concrete, approved curtain wall construction, or pre-engineered metal buildings (approved by the Metal Building Manufacturers Association or a comparable standard) or other materials approved in writing by the Commission. Exterior walls shall be finished in a manner acceptable to the Board as to architectural details and colors. Changes in materials or colors to be used for repainting or resurfacing the exterior must have prior written approval of the Board.

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No operation shall be permitted which produces any noise or emissions that exceed Zoning M-3, Heavy Manufacturing for Hampton, Virginia.

6. Waste

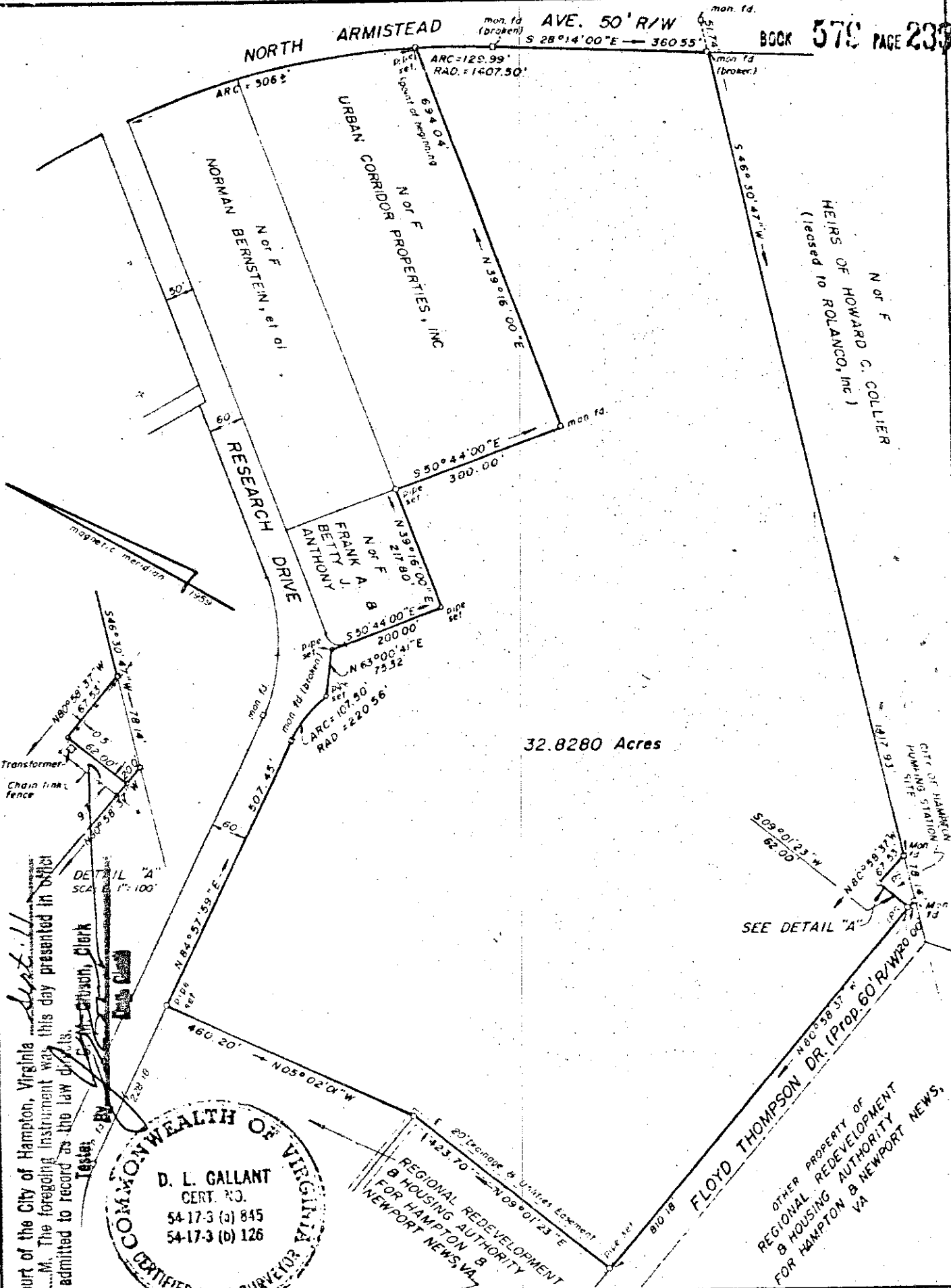
All sewage and industrial waste shall only be released into a public sewer and must comply with applicable quality standards of the Hampton Roads Sanitation District Commission and other applicable regulatory agencies.

7. Setback Standards

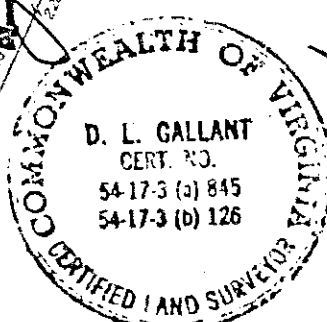
No structures or buildings shall be located closer than eighty (80) feet to the street upon which it fronts, fifty (50) feet to any other street, and thirty (30) feet to any side building site line or rear property line within the Authority's land, it being the intent that an open area of at least sixty (60) feet shall exist between all adjacent but separately owned improvements, both at sides and rear.

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In the Clerk's Office of the Circuit Court of the City of Hampton, Virginia
 A. D. 1989 at 2:00 P. M. The foregoing instrument was this day presented in office
 and upon certificate thereon annexed, admitted to record as the law directs.
 Testes: *[Signature]* Clerk



I certify that this perimeter survey is correct to the best of my knowledge and belief, subject to easements, servitudes and covenants on record.

[Signature of D. L. Gallant]

**PLAT OF THE PROPERTY OF
 REGIONAL REDEVELOPMENT & HOUSING
 AUTHORITY FOR HAMPTON
 & NEWPORT NEWS, VIRGINIA
 32.8280 AC.
 CITY OF HAMPTON, VIRGINIA**

**COENEN & ASSOCIATES, INC.
 ENGINEERS — PLANNERS — SURVEYORS
 606 J. CLYDE MORRIS BLVD.—NEWPORT NEWS, VIRGINIA**

Exhibit B Landscape Buffer Exhibit

