

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

**ECONOMIC DEVELOPMENT INCENTIVE GRANT
PERFORMANCE AGREEMENT**

THIS ECONOMIC DEVELOPMENT INCENTIVE GRANT PERFORMANCE AGREEMENT (the “**Agreement**”) is made February 1, 2016 (the “**Effective Date**”), by and between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON, VIRGINIA, a political subdivision of the Commonwealth of Virginia, and KB RIVERDALE, LLC, a Virginia limited liability company (the “**Company**” or “**KB Riverdale**”).

RECITALS:

A. The Economic Development Authority of the City of Hampton, Virginia (the “**EDA**”) was created for the purpose of promoting industry and developing trade by inducing manufacturing, industrial and commercial enterprises to locate in the City of Hampton (the “**City**”), as well as to promote and encourage the creation and development of new businesses in the City through, *inter alia*, the acquisition and leasing of real property and the provision of loans and grants.

B. KB Riverdale plans to acquire, redevelop and reposition the Riverdale Shopping Center, a 50 acres± aging and underperforming shopping center located at 1072 W. Mercury Boulevard, and certain adjacent parcels, all of which are located in Hampton, Virginia, and are further described on Exhibit C, attached hereto and incorporated herein (the “**Property**”) and has committed, in cooperation with Anchor Tenants (as later defined), to make a combined minimum capital investment of at least \$60,000,000 (a) to demolish some of the existing buildings and construct onsite infrastructure; (b) enhance the level of aesthetic and modernization of the Property through a combination of demolition, new construction, interior building renovations, and façade improvements; and (c) develop a commercial retail project that is flexible and expandable to include an additional mix of uses that will contribute toward achieving the goals of the Coliseum Central Master Plan, as amended (the “**Project**”).

C. As authorized by the Industrial Development and Revenue Bond Act, Code of Virginia §15.2-4905, the EDA has agreed to make a conditional grant to the Company in the maximum amount of \$4,250,000 to be paid in annual grants based on net new incremental local sales tax revenue generated by the Project (collectively referred to as the “**Grant**”), as more fully set forth herein.

D. The EDA and KB Riverdale desire to set forth their understanding and agreement as to the payment of the Grant, the use of the proceeds of the Grant, the obligations of the Company regarding the Project, and the repayment by the Company of all or part of the Grant under certain circumstances.

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

E. The stimulation of the additional tax revenue and economic activity to be generated by KB Riverdale's Project constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for making the Grant.

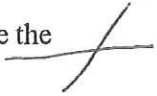
AGREEMENT:

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the EDA and KB Riverdale agree as follows:

1. **Recitals.** The Recitals to this Agreement are incorporated as a substantive part of this Agreement, and the parties hereby acknowledge the accuracy of such Recitals.

2. **Grant.** The EDA will make the Grant to the Company to be paid as set forth in this Agreement and subject to completion of the Company's obligations and criteria set forth herein below.

3. **Company Obligations.** The following obligations and criteria must be met by the Company in order to receive the Grant.

a. The Company shall close on the acquisition of the Property and rename the "Riverdale Shopping Center" no later than February 1, 2016. 

b. The Company and its Anchor Tenants shall make a combined minimum capital investment of \$60,000,000 for the Project, to include land acquisition, site development, building construction, building renovation, tenant improvements paid for by the Company, furniture, fixtures, and equipment, external and internal project administration costs incidental to the physical improvements on the Property, such as permitting, inspections, plan preparation and review, environmental testing, surveying, architectural and civil planning, and construction management fees, no later than December 31, 2018. For the purposes of this Agreement, "Anchor Tenants" shall mean a retail tenant(s) located within the Property and (i) occupying at least 20,000 square feet or (ii) being a casual dining restaurant with table service and specifically excludes fast-food restaurants where food is ordered from a counter.

c. The Company's redevelopment and repositioning of 50 acres +/- of the Property shall include demolition and renovation of existing buildings and structures, construction and completion of onsite infrastructure, and completion of site development improvements listed in Exhibit A attached hereto and made a part hereof, and subject to the Grant Design Review as set forth below, no later than December 31, 2018.

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

d. Throughout the term of this Agreement, the Company shall submit plans for all proposed improvements to the City's Director of the Community Development Department prior to commencement of construction, whether or not the proposed improvements require a permit, to ensure that the improvements to the Property will be consistent with the onsite infrastructure and site development improvements listed on Exhibit A, the Design Standards listed in Exhibit B attached hereto and made a part hereof, and the Coliseum Central Master Plan, as amended, and incorporated herein by this reference, including but not limited to, (i) the development of a flexible plan which allows for the development of a mixed use center which may include residential and office components; and (ii) maintaining both Von Schilling Drive and Saville Row as either public or private streets ("**Grant Design Review**"). Improvements that are not consistent with the documents specified above may be approved by the Director of the Community Development Department, in his sole discretion, if such improvements are determined to be in the best interest of the Project's economic viability and long term success. The Grant Design Review is a process which is in addition to the City's regulatory review process and shall not be deemed to be an acknowledgement or certification that any proposed improvements are in compliance with any federal, state or local laws, including, but not limited to the requirements set forth in the Hampton City Code. For purposes of this Agreement, wherever the term "Director of Community Development" is used, the term shall include his "Designee".

e. The Company shall construct and substantially complete a minimum of 150,000 gross square feet of new commercial retail buildings for the Project no later than December 31, 2018, that, at a minimum, adheres to the Design Standards for exterior building materials and site improvements set forth in Exhibit B and shall be subject to Grant Design Review, as approved by the Director of Community Development prior to the commencement of construction, whether or not said construction requires a permit.

f. The Company and its Anchor Tenants shall substantially renovate a minimum of 130,000 square feet of existing commercial space for the Project no later than December 31, 2018, that, at a minimum: (i) adheres to the Design Standards set forth in Exhibit B and shall be subject to Grant Design Review as approved by the City's Director of Community Development prior to commencement of construction, whether or not said renovations require a permit, and (ii) where applicable, improves interior spaces to current building code for tenants.

g. No later than July 1, 2018, the Company shall bring the existing nonconforming pylon sign located at the intersection of Mercury Boulevard and Riverdale Court into compliance with the regulations of the City of Hampton zoning ordinance. All other nonconforming signage shall be brought into compliance with regulations of the City of Hampton Zoning ordinance then in effect as development or redevelopment occurs. All signs shall further be subject to the Grant Design Review set forth herein.

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

h. The Company shall improve all existing building facades for the Project no later than December 31, 2018, in a manner that, at a minimum, adheres to the Design Standards in Exhibit B and shall be subject to Grant Design Review as approved by the Director of Community Development the commencement of construction, whether or not said improvements require a permit. The provisions of this subsection shall not pertain to the existing façade of the Planet Fitness located on the parcel identified as LRSN 7001543 or the existing buildings located on parcels identified as LRSNs 7001545, 7001546, 7001547, 7001548, 7001549, 7001550, 7001551, or 7001564 as those parcels are further described on Exhibit C.

i. The Company shall properly abate and dispose of asbestos related and other hazardous materials as interior building spaces are renovated and improve interior spaces to current building code requirements for tenants as leases are renewed or newly signed for the Project.

j. The Company shall provide, at the Company's expense, detailed annual reports to the EDA, no later than March 1st of each calendar year commencing after the Effective Date so long as this Agreement is in force and effect. The annual report shall include detailed information on development plans, building construction, construction and development expenses, building renovation, etc., and leasing activity (including, but not limited to, the date of any and all lease renewals). The Company shall allow the EDA to verify sales tax revenue generated from or by the Project and attributed to the City pursuant to Code of Virginia §58.1-600 *et. seq.* with the Commissioner of the Revenue for the City (the "Commissioner") as needed to determine the Annual Grant Payment, and any Additional Annual Payment or Shortfall Carryforward (as those terms are defined in Section 6). For this purpose, the Company shall use its best efforts to require its tenants to timely comply with all requests made by the Commissioner or by the EDA on behalf of the Commissioner and necessary to comply with the provisions of this subsection.

4. **Grant Base Year and Base Year Revenue.** The base year used to calculate all annual payments for the Grant is calendar year 2014 ("CY2014"). The 1% local retail sales and use tax baseline for CY2014 is \$172,323 (the "**Baseline**"). For the purposes of this Agreement, the 1% local retail sales and use tax used to derive the Baseline and Net New Local 1% Sales Tax (as later defined) shall include all tax amounts attributed to the City and subsequently paid to the City pursuant to Code of Virginia §58.1-600 *et. seq.* The term "attributed to" shall mean 1% local retail sales and use tax amounts filed with and paid to the Virginia Department of Taxation by or on behalf of businesses located within the Property and attributed to the City.

5. **Grant Performance Date.** The Company shall certify in writing to the EDA that: (a) it has complied with all provisions of Sections 3(d), (g), (i), and (j), which are continuing Company Obligations throughout the term of the Agreement; (b) it has fully satisfied the requirement of Section 3(g) regarding the nonconforming pylon sign located at the intersection of Mercury Boulevard and Riverdale Court by the deadline of July 1, 2018; and (c) it has fully satisfied all

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

Company Obligations set forth in Sections 3(a), (b), (c), (e), (f), (g), (h) that have a deadline of December 31, 2018. The initial performance date for this Agreement (the “**Performance Date**”) is the date on which the EDA receives said written certification, which in no event shall be later than July 1, 2018 with respect to the pylon sign as set forth in Section 3(g) and December 31, 2018 with respect all other provisions of Section 3.

6. Disbursement of the Grant.

a. The maximum value of the Grant is \$4,250,000, which will be reduced by any other local grants, local incentives, state grants, state incentives, and tax credits received by the Company or its joint-venture partner for the Project in accordance with the following:

(i) If the Company and its Anchor Tenant’s combined capital investment for the Project exceeds \$60,000,000 (i.e. land acquisition, site development, building construction, building renovation, furniture, fixtures, and equipment, external and internal project administration costs incidental to the physical improvements on the Property, such as permitting, inspections, plan preparation and review, environmental testing, surveying, etc.) then the maximum value of the Grant will be offset by any local grants, local incentives, local tax credits, state grants, state incentives, and state tax credits but will not be offset by federal tax credits or New Market tax credits received by the Company or its joint-venture partners for the Project.

(ii) If the Company and its Anchor Tenant’s combined capital investment for the Project equals and does not exceed \$60,000,000 (i.e. land acquisition, site development, building construction, building renovation, furniture, fixtures, and equipment, external and internal project administration costs incidental to the physical improvements on the Property, such as permitting, inspections, plan preparation and review, environmental testing, surveying, etc.) then the maximum value of the Grant will be offset by any local grants, local incentives, local tax credits, state grants, state incentives, state tax credits, and federal and New Market tax credits received by the Company or its joint-venture partners for the Project.

b. The Grant shall be paid over the ten consecutive calendar years commencing after December 31, 2018. Each Annual Grant Payment shall be paid in arrears no later than June 30th of the year following using the following schedule:

Year #	CY	Grant Payment Date (No later than)	Based on Local Sales Tax:
1	2018	June 30, 2019	Jan. – Dec., 2018
2	2019	June 30, 2020	Jan. – Dec., 2019

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

3	2020	June 30, 2021	Jan. – Dec., 2020
4	2021	June 30, 2022	Jan. – Dec., 2021
5	2022	June 30, 2023	Jan. - Dec., 2022
6	2023	June 30, 2024	Jan. – Dec., 2023
7	2024	June 30, 2025	Jan. – Dec., 2024
8	2025	June 30, 2026	Jan. – Dec., 2025
9	2026	June 30, 2027	Jan. – Dec., 2026
10	2027	June 30, 2028	Jan. – Dec., 2027

In all cases, the cumulative amount of the grant payments hereunder shall not exceed \$4,250,000. In addition, the amount disbursed under this subsection may be subject to repayment as set forth hereinafter.

c. The “**Annual Grant Payment**” to the Company shall be equal to net new 1% local sales and use tax, excluding all 1% local sales and use tax attributable to a business that relocated to the Property from an existing location in the City after the Effective Date, which shall be calculated annually as follows: (i) 100% of 1% local sales and use tax attributed to the Project in the applicable calendar year less (ii) the Baseline plus an additional \$65,000 ($\$172,323 + \$65,000 = \$237,323$) (the “**Net New Local 1% Sales Tax**”). The maximum Annual Grant Payment shall be no more than \$425,000.

d. Subject to the provisions of this subsection, if the Net New Local 1% Sales Tax attributed to the Project would result in the Company receiving an Annual Grant Payment in excess of \$425,000 for a single calendar year (“**Grant Period**”), the Company will also receive 50% of each dollar of the Net New Local 1% Sales Tax attributed to the Project that exceeds the Annual Grant Payment maximum of \$425,000 (“**Additional Annual Payment**”).

(i) If the Net New Local 1% Sales Tax attributed to the Project does not result in the Company receiving an Annual Grant Payment equal to \$425,000 during a single Grant Period, the difference between the Annual Grant Payment and \$425,000 will be carried forward to the following years of the Agreement (“**Shortfall Carryforward**”). The Company shall not be eligible to receive any Additional Annual Payment during any Grant Period in which any prior period Shortfall Carryforwards are not paid in full. During any periods in which all Shortfall Carryforwards then existing have not been paid in full, the Company will continue to receive 100% of the Net New Local 1% Sales Tax generated from the Project that exceeds the Net New Local 1% Sales Tax generated for the Company up to \$425,000 and any amounts in excess of \$425,000 in the Grant Period shall be used to reduce the Shortfall Carryforward balance then remaining. Once all Shortfall Carryforward balances have been paid down to \$0 for all prior Grant Periods, the Company will

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

resume eligibility to receive Additional Annual Payments that may arise in the current and subsequent Grant Periods.

(ii) If the Company has not earned and received the maximum cumulative grant payments totaling \$4,250,000 on or before June 30, 2028 according to the terms of this Agreement, the EDA will extend the Agreement annually on or before April 1st of the calendar year to allow the Company the opportunity to earn and receive the maximum cumulative grant payments totaling \$4,250,000.

e. For the purposes of this Agreement, the maximum cumulative grant payment of \$4,250,000 shall include all maximum Annual Grant Payments and all Additional Annual Payments that may be paid in accordance with subsection d above.

7. Repayment Obligation.

a. Breach in Years 1-5: Subject to the notice and cure provisions of Section 9(j), any breach of the provisions, terms or conditions of this Agreement in years 1 – 5 (2018- 2023) will result in forfeiture of any then remaining balance and the cessation of all payments under the terms of this Agreement. In addition, the Company will be required to repay a prorated portion of any payments received from the EDA as follows based on the year in which the breach first occurs: (i) 80% - 1st year of performance; (ii) 60% - 2nd year of performance; (iii) 40% - 3rd year of performance; (iv) 20% - 4th year of performance; (v) 0% - 5th year of performance. For the purposes of this section, payments shall include Annual Grant Payments and Additional Annual Payments.

b. Breach in Years 6-10 and extensions thereof: Subject to the notice and cure provisions of Section 9(j), any breach of the provisions, terms or conditions of this Agreement in years 6-10 (2024-2028) (and all extensions of the Agreement) will result in the forfeiture of any then remaining Grant balance that may be payable and cessation of all payments under the terms of this Agreement.

8. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, return receipt requested, postage fully pre-paid or by overnight courier. Refusal shall mean return of certified mail or overnight courier package not accepted by the addressee. All such notices shall be addressed as follows:

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

if to the Company, to:

KB Riverdale, LLC
Attention: Mark Senn
2743 Perimeter Parkway
Building 100, Suite 370
Augusta, GA 30909

with a copy to:

The Kroger Co.
1014 Vine Street
Cincinnati, OH 45202
Corporate Tax Department
Attn: Economic Incentives and Credits

if to the EDA, to:

Economic Development Authority of
the City of Hampton, Virginia
1 Franklin Street, Suite 600
Attention: Chair

with a copy to which shall not constitute
notice:

Office of the City Attorney
22 Lincoln Street
Hampton, VA 23669

9. Miscellaneous.

a. Entire Agreement; Amendments: This Agreement constitutes the entire agreement among the parties hereto as to the subject matter described herein and may not be amended or modified, except in writing of similar formality signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

b. Assignment: The Company may assign this Agreement to an entity in which the Company is a general partner, managing member or owns more than 50% of the capital stock; provided that no such assignment shall relieve the Company of any liability hereunder. The Company may assign this Agreement to third parties with the EDA's consent, which shall not be unreasonably withheld; provided, however, that no such assignment shall relieve the Company of any liability hereunder, unless expressly released by the EDA, and upon such approval, the assignee shall assume all of the obligations of the Company under the Agreement. A copy of such assignment shall be provided to the EDA. Any approved assignment shall not be interpreted as an agreement to extend any of the provisions of this Agreement. At the EDA's option, any attempted assignment or transfer in violation of the foregoing provisions may be deemed a material breach of the Agreement and may trigger repayment provisions by Company under this Agreement.

c. Compliance with All Laws: The Company shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

its obligations under this Agreement. The Company represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of its obligations under this Agreement prior to the initiation of work. The Company does not and shall not during the performance of its obligations under this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform Control Act of 1986.

d. Authority to Transact Business in the Commonwealth and Execute this Agreement: As applicable, the Company, whether organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity and shall provide proof thereof when requested by the EDA. The Company shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Agreement. Failure by the Company to remain in compliance with the provisions of this section shall be deemed a material breach of this Agreement. In addition, Company represents that (i) it has the full right, power and authority to enter into this Agreement and to carry out the obligations hereunder; (ii) all requisite action necessary to authorize Company to enter into this Agreement and to carry out Company's obligations hereunder has been obtained; and (iii) this Agreement has been duly authorized, executed and delivered by Company.

e. Governing Law; Venue: This Agreement is made and is intended to be performed in the Commonwealth of Virginia and shall be construed and enforced by the laws of the Commonwealth of Virginia regardless of where accepted or received. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Hampton, or if applicable, the United States District Court for the Eastern District of Virginia, Newport News Division, and such litigation shall be brought only in such courts.

f. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. This Agreement may be executed by facsimile, electronic communication in portable document format (.pdf) or duplicate originals, and the parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

g. Severability: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

h. Attorney's Fees: In the event of breach of the terms of this Agreement by any party hereto, the non-breaching party shall be entitled to recover from the breaching party its costs expended, including reasonable attorney's fees, in enforcing the remedies provided in this Agreement.

i. Applicability of the Virginia Freedom of Information Act: Company is advised that the Virginia Freedom of Information Act ("VFOIA"; Section 2.2-3700 *et. seq.*, Code of Virginia, as amended) shall govern public inspection of all records related to this Agreement. If Company seeks to protect any proprietary data or materials, Company shall (i) provide a statement that invokes protection from the VFOIA, prior to, or upon the submission of the proprietary data or other materials; (ii) provide a statement that identifies the data or other materials to be protected and states the reasons why protection is necessary; and (iii) submit trade secrets and other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY". Information submitted that does not meet the above requirements will be considered public information in accordance with the statutes of the Commonwealth of Virginia. An all-inclusive statement that the entire annual report or other submission is proprietary is unacceptable. Company will be requested to remove any such statement(s) in order to be eligible for further consideration. The EDA's obligations of confidentiality hereunder shall not apply to any information which (i) is now or hereafter becomes available to the public without breach of the obligations under this Agreement by the EDA; (ii) becomes available to the EDA from a third party having the legal right to disclose such information; or (iii) such disclosure is compelled by a court of competent jurisdiction or otherwise compelled by law.

j. Notice and Cure: Neither party shall be deemed in default under this Agreement for its failure to perform or observe any of its obligations until such failure has continued for more than 30 days after the defaulting party's receipt of written notice of such failure or such longer period of time as may be reasonably required to cure because of the nature of the default (provided such defaulting party must have undertaken procedures to cure the default within such 30 day period and thereafter diligently pursues such effort to completion).

k. Force Majeure: Neither party to this Agreement shall be considered in breach of this Agreement to the extent that the performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date. For the purposes of this Agreement, "Force Majeure" shall include, but not be limited to acts of God, adverse weather conditions, labor disputes, delays in obtaining necessary permits, licenses, and other approvals required by law or this Agreement, but only to the extent any such delay is not caused by Company or an Anchor Tenant.

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

1. Termination Right: In the event the Company is unable to meet its obligations under this Agreement, despite its commercially reasonable efforts, the Company may terminate this Agreement. In the event the Company terminates this Agreement pursuant to this Section, the parties shall have no further obligations under this Agreement, except that the Company shall be required to comply with the repayment obligations of Section 7 as if such termination was a breach of this Agreement as of the date the Company provides to the EDA written notice of such termination.

[Signatures on the following page.]

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

**ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF HAMPTON, VIRGINIA**

By: *Eleanor W. Brown*
Name:
Title: Chair/ ~~Vice-Chair~~

STATE OF VIRGINIA
City of Hampton, to-wit:

The foregoing Agreement was acknowledged before me this 1st January day of ~~January~~, 2016, by *Eleanor W. Brown* Chair/ Vice-Chair of the Economic Development Authority of the City of Hampton, Virginia, on behalf of the Authority, who is personally known to me.

Teresa B. Hudgins
Notary Public

My commission expires: May 31, 2017
Registration number: 201790

Teresa B. Hudgins
Notary Public
Commonwealth of Virginia
Registration #201790

KB RIVERDALE, LLC
By: _____
Its: _____

STATE OF _____
City of _____, to-wit:

The foregoing Agreement was acknowledged before me this _____ day of January, 2016, by _____, _____ of KB Riverdale, LLC, a Virginia limited liability company, on its behalf. He is personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____
Registration Number: _____

CONFIDENTIAL

This Agreement is excluded from disclosure pursuant to the Code of Virginia §2.2-3705.1(12).

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF HAMPTON, VIRGINIA

By: _____
Name: _____
Title: Chair/ Vice-Chair

STATE OF VIRGINIA
City of Hampton, to-wit:

The foregoing Agreement was acknowledged before me this ____ day of January, 2016, by _____ Chair/ Vice-Chair of the Economic Development Authority of the City of Hampton, Virginia, on behalf of the Authority, who is personally known to me.

Notary Public

My commission expires: _____
Registration number: _____

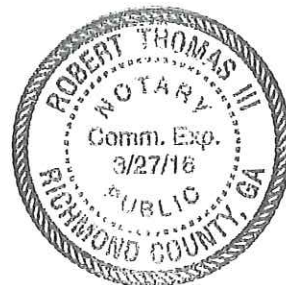
KB RIVERDALE, LLC
By: Mark Senn
Its: Authorized Agent

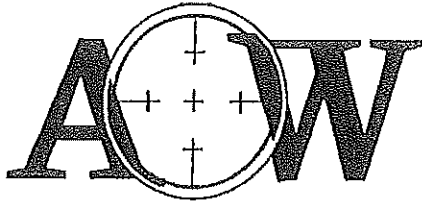
STATE OF Georgia
City of Richmond, to-wit:
County

The foregoing Agreement was acknowledged before me this 31 day of January, 2016, by Mark Senn, Authorized Agent of KB Riverdale, LLC, a Virginia limited liability company, on its behalf. He is personally known to me or has produced _____ as identification.

Robert Thomas III
Notary Public

My commission expires: 3/27/16
Registration Number: N/A





Contractors, Inc.

530 Woodlake Circle
Chesapeake, VA 23320
Phone: 757-523-8668 Fax: 757-523-9779

Friday, October 30, 2015

Mr. Matt Mills
Sr. Vice President
Blanchard & Calhoun Commercial
2743 Perimeter Pkwy.
Bldg 100 Suite 370
Augusta, GA 30909

RE: Riverdale – Preliminary Sitework Estimate
Hampton, VA

Dear Mr. Mills;

In response to your request, we have compiled the enclosed preliminary tabulation for the future work at the Riverdale Project. This tabulation is predicated on our understanding of the project requirements based upon the preliminary project documents that were provided. Of course, while we are still in the conceptual phase for the project – there are many assumptions made on our part which we have attempted to detail for you. We are happy to update our estimates and assumptions as more complete documents are generated during the design process.

If, after you have reviewed our tabulation, you perceive we have omitted or excluded items you had envisioned us providing estimates for, please contact us for a revised estimate.

EXCLUSIONS

Unfortunately, with any estimate of this magnitude, exclusions, at least preliminarily, are required. Exclusionary clauses are based on our interpretation of the project requirements and the preliminary documents provided. In the event you interpret our exclusionary clauses as items we should have included in this estimate, please contact us so that we may discuss your concerns, and revise accordingly.

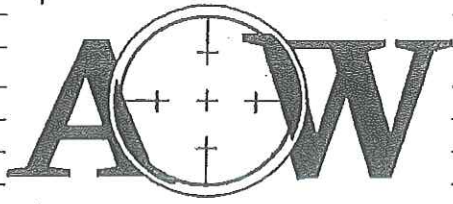
- We have included a marked-up sketch of the project layout with some details to support our assumptions about the work that is covered in our bid tabulation. Please review at your convenience.
- We have included estimates for construction layout for our work
- Inspection Fees and Bond Costs are excluded at this time.

- Any and all Disposal of contaminated or hazardous materials is specifically excluded.
- Signalization is Excluded from this Estimate.
- Any and all Relocation of Existing Overhead or Underground Private Utilities is excluded. Developer will coordinate these activities where necessary.
- Any and all Landscaping Services(Sodding, Plantings, Trees, etc) are Specifically Excluded.
- Any and all Irrigation installation is Excluded.
- Any and all Site Lighting is Specifically Excluded
- Signalization is Excluded.

If you should have any questions regarding this Proposal, please do not hesitate to contact our office at your earliest convenience.

Sincerely,
A&W Contractors, Inc.

Ian F. Hill
Vice President
ian@awcontractors.com



Contractors, Inc.

530 Woodlake Circle

Chesapeake, VA 23323

Office: 757-523-8668 Fax: 757-523-9779

Project Title: Riverdale Plaza

Location: Hampton, VA

Preliminary Sitework Estimate

Client: Blanchard and Calhoun Commercial

Date: 11-1-15

No.	Description	Quantity	Unit	Unit Price	Total Price
Mobilization					
1	Mobilization				
2	Traffic Control				
3	Construction Layout for A&W				
4	Construction Record Drawings?				
Erosion and Sediment Control					
1	Construction Entrance				
2	Silt Fence with Wire Backing				
3	Inlet Protection				
Demolition (Eastern Parcel)					
1	Asbestos Survey (Allowance Estimate)				
2	Asbestos Abatement Cost Determined by Survey (ESTIMATE)				
3	Building Demolition (4Story)				
4	Building Demolition (3Story)				
5	Remove Asphalt Pavement				
6	Remove Stone Base and Save				
7	Remove Curb and Gutter				
8	Remove Sidewalks				
9	Remove Trees and Shrubs				
10	Remove Storm Structure				
11	Remove Storm Pipe				
12	BackFill Storm Pipe with Select Fill				
Demolition (Main Parcel)					
1	Remove Curb and Gutter				
2	Remove Asphalt Pavement for New Islands				
3	Remove Storm Structure				
4	Remove Storm Pipe				
5	BackFill Storm Pipe with Select Fill				
6	Sawcut Asphalt Pavement				
7	Remove Asphalt Pavement				
8	Remove Sidewalks				
9	Remove Concrete Pavement				
10	Remove Sanitary Force Main				
11	Remove Water Main				
12	Backfill Removed Pipe with Select Fill				
Demolition (Future Fuel Island Area)					
1	Remove Asphalt Pavement				
2	Remove Stone Base and Save				

Project Title: Riverdale Plaza				Location: Hampton, VA	
Preliminary Sitework Estimate		Client: Blanchard and Calhoun Commercial			
Date: 11-1-15					
No.	Description	Quantity	Unit	Unit Price	Total Price
3	Remove Curb and Gutter				
	Earthwork				
	Eastern Parking Areas and Drive Lanes (NEW)				
1	1" Cut and Haul Offsite				
2	Import 18" Select Fill				
3	Fine Grade Subgrade				
4	Place 8" Aggregate Base from Stockpile				
5	Place 8" Aggregate Base New				
	New Pavement Behind Existing Building				
1	Grade Existing Stone				
2	Add Stone Base Where Required (8" Thickness)				
	New Pavement at Future Fuel Island				
1	Grade Existing Stone				
2	Add Stone Base Where Required (8" Thickness, 1/3 of Area)				
	Pervious Pavers				
1	Fine Grade Subgrade				
2	NonWoven Geotextile Fabric				
3	2' Thick #3 Stone				
4	8" #57 Stone				
5	4" #8 Stone				
6	Place Pavers with #8 Swept Joints				
	Buildings				
1	1.5' Undercut and Haul Offsite				
2	2' Sand Backfill in Undercut				
3	Fine Grade Building Pad				
4	Grade Green Area				
	Pond				
1	Excavate Pond and Haul Offsite				
2	Fine Grade Pond Banks				
3	Seed and Stabilize Pond Banks				
4	Place State Certified Bio Filter Media (Sand/Compost/Topsoil Mix)				
	Waterline				
1	Existing Waterline Vertical Offset				
2	Connect to Existing Waterline for Domestic Service				
3	2" Waterline for Domestic Service				
4	2" Meter Preparation				
5	Connect to Existing Waterline for Fire Protection				
6	4" Backflow Preventer				
7	4" Post Indicator Valve				
8	4" Waterline for Fire Service				
9	4" Dry Fire Line				
10	Fire Department Connection				
11	Sawcut Asphalt				
12	Remove Asphalt				
13	Patch Asphalt				

Project Title: Riverdale Plaza		Location: Hampton, VA			
Preliminary Sitework Estimate		Client: Blanchard and Calhoun Commercial			
Date: 11-1-15					
No.	Description	Quantity	Unit	Unit Price	Total Price
	Stone Base After Waterline Installation				
	Sanitary Sewer				
	Force Main				
1	Connect to Existing Force Main				
2	Pump Truck Rental to Maintain Existing Pump Station				
3	6" Force Main ReRoute Around Future Building				
4	Force Main Vertical Offset				
5	Sawcut Asphalt				
6	Remove Asphalt				
7	Patch Asphalt				
8	Select Backfill for Sanitary Sewer				
	Gravty Sewer				
1	Connect to Existing Gravity Main				
2	Sewer Manhole (0-6')				
3	Sanitary Grease Trap (Estimate - 2500 GAL)				
4	Sewer Cleanout				
5	8" Gravity Main (0-6')				
6	6" PVC Lateral				
7	Select Backfill for Sanitary Sewer				
8	Stone Bedding for Sanitary Sewer				
	Storm Drainage				
1	Adjust Existing Structure Top to New Elevation				
2	Modify Existing Structure to New Top (MH to CB, CB to MH)				
3	Connect to Existing Storm Drainage				
4	Storm Drain Curb Inlet				
5	Storm Drain Drop Inlet				
6	Storm Drain Manhole				
7	15" RCP Storm Drain				
8	24" RCP Storm Drain				
9	36" RCP Storm Drain				
10	Stone Bedding for Storm Drain				
11	Select Backfill for Storm Drain				
	Concrete				
1	Concrete Curb and Gutter				
2	Handicapped Ramp				
3	Dumpster Pads				
	Asphalt Pavement				
	Eastern Parking Areas and Drive Lanes (NEW)				
1	Fine Grade New Stone Base				
2	Place 3" Base Asphalt				
3	Place 2" Surface Asphalt				
	New Pavement Behind Existing Building				
1	Fine Grade New Stone Base				
2	Place 3" Base Asphalt				
3	Place 2" Surface Asphalt				
	New Pavement at Future Fuel Island				

Project Title: Riverdale Plaza			Location: Hampton, VA		
Preliminary Sitework Estimate			Client: Blanchard and Calhoun Commercial		
Date: 11-1-15					
No.	Description	Quantity	Unit	Unit Price	Total Price
1	Fine Grade New Stone Base				
2	Place 3" Base Asphalt				
3	Place 2" Surface Asphalt				
Milling and Overlay of Parking Lot					
1	Mill Existing Asphalt 1.5"				
2	Overlay 1.5" Surface Asphalt				
3	Pavement Striping and Signage Estimate				
4	Stamped Asphalt CrossWalks Estimate				
				Estimate Total:	\$5,337,621.88

COLISEUM CENTRAL URBAN CORE

DESIGN STANDARDS

HAMPTON VA

DECEMBER 2015

TABLE OF CONTENTS

Article 2	Building Design	3
	Section 2-1: Intent	3
	Section 2-2: Building Elements	4
	Section 2-3: Building Materials	10
	Section 2-4: One-Story Buildings	18
Article 3	Site Design	21
	Section 3-1: Intent	21
	Section 3-2: Site Elements	22
	Section 3-3: Site Materials	23
Article 4	Examples of Preferred Design	26
	Section 4-1: Intent	26
	Section 4-2: Prominent and Fabric Architecture	26
	Section 4-3: Gallery of Neo-Traditional Building Design	27
	Section 4-4: Gallery of Contemporary Building Design	28
	Section 4-5: Gallery of Modern Building Design	29

ARTICLE 2 – BUILDING DESIGN

Section 2-1. Intent

The purpose of achieving quality building design or architecture is to anchor and reinforce the image of the Coliseum Central area as a contemporary, vibrant, and mixed use area that features architectural elements conducive to the pedestrian scale and usage. This can be completed by incorporating a combination of traditional and contemporary architectural features, using high quality and cohesive building elements and materials. All sides of the building should express consistent architectural detail and character. The building design should also take into consideration the aesthetic of the surrounding character area and not derive its image solely from applied materials and design treatments that express a corporate identity.



Figure 1: A mix of materials, heights, rooflines and awnings create a visually-diverse architecture while well-designed open space provides for public gathering areas.

There are general building design principles that can help to achieve these goals: for example, focusing “design energy” on the first 15’ height of the building; spacing vertical elements at regular intervals; and using architectural elements such as sloped roofs, parapets, and transom windows to increase visual height.

Section 2-2. Building Elements

(a) Intent

Architectural elements should be used to add character and interest and reduce large building expanses to a more human scale. Examples of building elements include bays, balconies and porches, walkways, arcades, awnings, and canopies. The use of applied treatments to achieve business identity, either by awnings, accent bands, paint or other applied color schemes, decorative roof details and materials, accent colors on the building and associated structures should be minimal. Architectural elements should be used for building articulation, rather than for corporate branding. Select window systems with proper muntin and mullion systems to provide scale for buildings and enhance the pedestrian experience.

(b) Architectural elements at street level

Elements shall be incorporated into the building design to achieve pedestrian shelter, add prominence to building entrances, or enliven the building façade at the pedestrian level. Such elements shall include: bays, balconies, porches, walkways, arcades, awnings, and canopies comprising at least 50% of the first-floor façade. Building entrances shall be located adjacent to sidewalks or other pedestrian areas such as: patios, plazas, and the like.

(c) Fenestration arrangement

Fenestration is the percentage of glass windows and/or glass doors that allow views of the interior building space. Windows and doors shall align vertically and horizontally. Window and door trim must be a minimum of 4 inches wide by 1 inches deep, however, storefront window and door systems are exempted from this requirement.

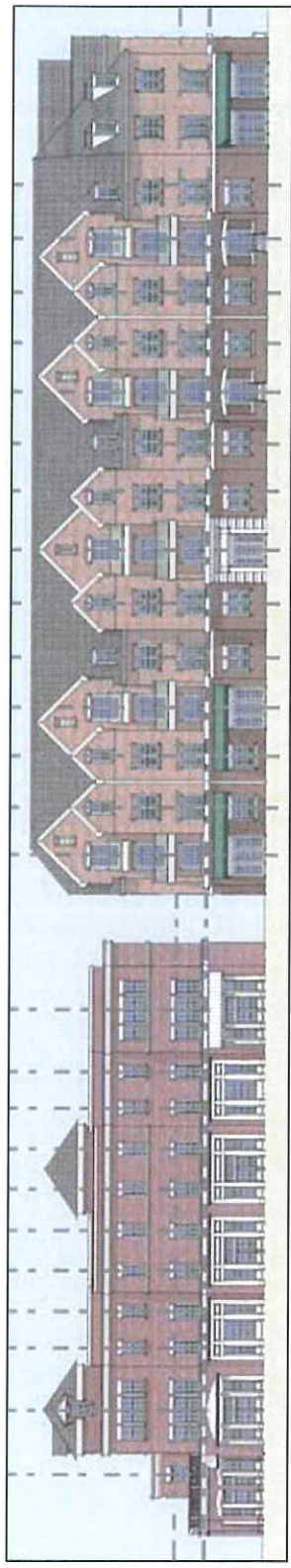


Figure 2: Fenestration

In lieu of windows on the side and rear exterior facade, the building should be articulated to break up a monotonous facade through the following (but not limited to):

Horizontal/vertical plane changes (see section 2-2: f)

- Recessed walls

Architectural building details (see section 2-2)

- Brick window detailing

Building material and color changes (see section 2-3: a, b, f)

- Variation in brick color/pattern building accents



Figure 3: Examples of appropriate fenestration on side and rear elevations.

(d) Rooftop equipment

Rooftop mechanical equipment screening shall be required at a height that is as high or higher than the rooftop equipment being screened and shall be accomplished through use of parapets or other opaque walls constructed of solid metal panels or materials complementary to the building's exterior walls.

(e) Roof massing

Large roofs shall not appear one-dimensional, but shall be articulated by elements such as hips, gables, tower elements, or other rooflines. Sloped roofs shall be designed with a slope between 4:12 and 12:12 (rise:run) along the primary building facade, and a variable roof line as accent elements. Shed roofs, if attached to the main structure, shall have a slope of rise:run between 3:12 and 8:12.

Overhangs and eaves shall protrude between 18 and 30 inches from the outermost adjacent plane of the building. On accessory buildings, dormers, cupolas, and other roof elements shall have an overhang with a minimum of 8 inches. Brackets or other supporting members shall be a minimum of 4 inches wide by 4 inches deep.

In lieu of pitched roof overhangs, cornice and parapet construction is permitted, provided that the form shall project from the outermost adjacent plane of the building between 6 and 12 inches.

(f) Massing elements

All buildings shall be comprised of a base, middle, and top which consist of a mix of primary and secondary materials (as shown in the examples in Figure 4: *Building Structure Example – Base, Middle, & Top*) or comprised of a mix of vertical elements which consist of a mix of primary and secondary materials (as shown in the examples in Figure 3: *Types of Building Design*).

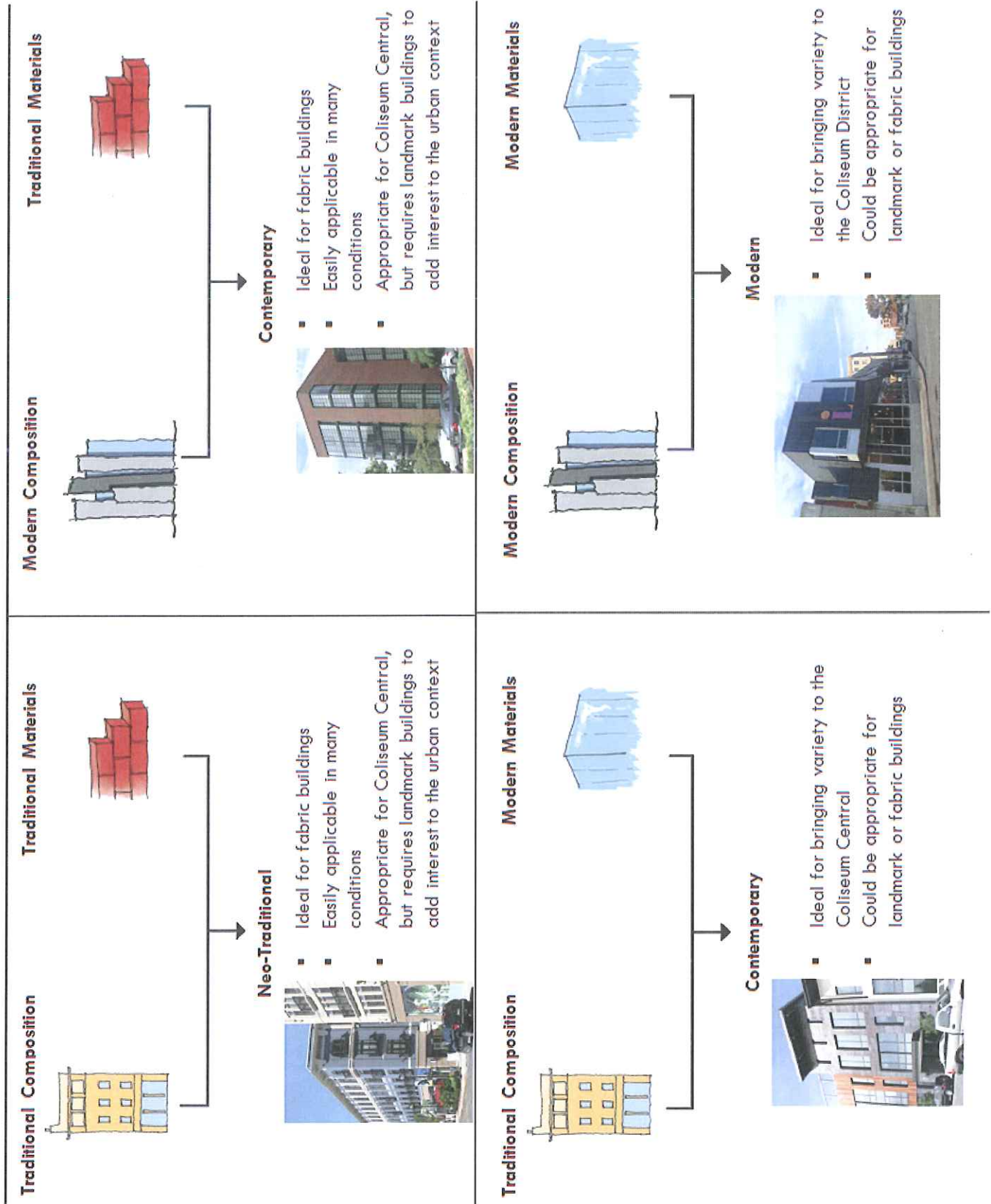


Figure 4: Types of Building Design

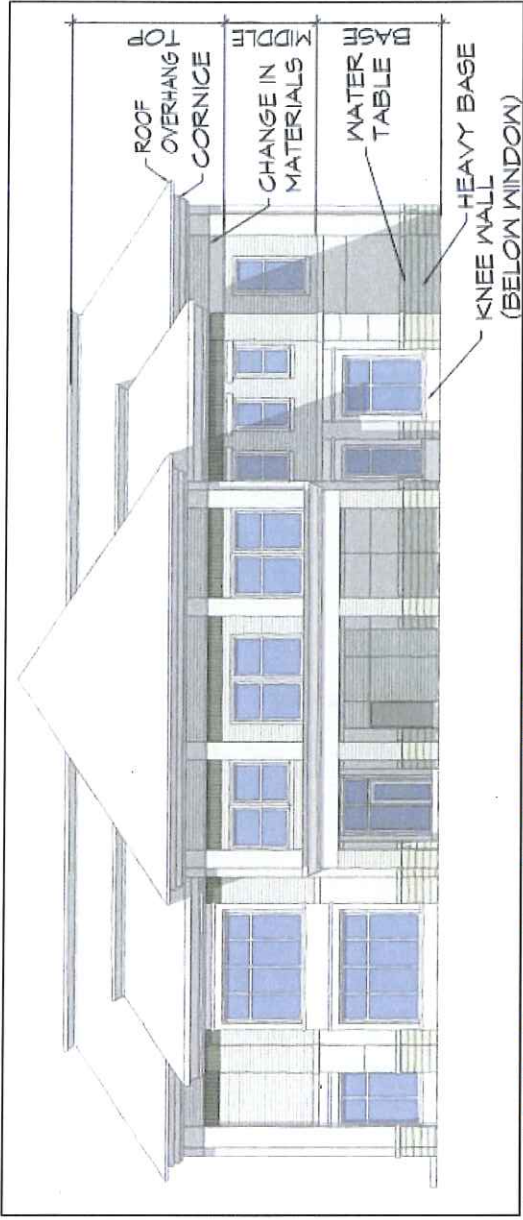


Figure 5: Building Structure Example – Base, Middle, & Top

(g) Pedestrian cover

Pedestrian cover shall be incorporated into the building design through the use of awnings, canopies, arcades, and/or covered walkways.



Figure 6: Awnings and canopies are covers or partial roofs that extend over building entrances or other openings in order to shield pedestrians from the weather. Awnings and canopies shall be designed to project over individual entrances and openings, rather than extending the length of the building face.



Figure 7: Arcades are covered areas along a building façade supported by columns or a covered walkway.

Section 2-3. Building Materials

(a) Intent

Durable, natural materials that will stand the test of time or modern composites that provide a look similar to natural materials should be used. In addition, environmentally sensitive materials and green-building products, as defined by the standards of the United States Green Building Council (USGBC) and similar rating systems, should be incorporated whenever possible. Masonry or stone products should be utilized to articulate the base of buildings, in particular to define bays of storefronts. Materials should change along horizontal lines that indicate a floor or sill level or along vertical or horizontal plane changes. The use of Exterior Insulation and Finish Systems (EIFS) should be limited to trim and accent materials only. One-way or mirrored glass and spandrel glazing should not be permitted materials.



Figure 8: Durable, high-quality materials enhance the pedestrian atmosphere.

(b) Exterior finishes

- (i) Cladding. The building shall have a mix of both primary and secondary cladding materials in accordance with the following permitted materials list:
 - 1) Brick veneer which may be natural or painted
 - 2) Structural brick (for example "Spec-Brik")
 - 3) Concrete panels
 - 4) Glass fiber-reinforced cement
 - 5) Ground face or polished concrete block with integral color; the use of painted block is prohibited
 - 6) Precast or cut stone
 - 7) Metal or composite panel systems
 - 8) Aluminum and glass curtain walls
 - 9) Cementitious fiber board
 - 10) Wood clapboard with a maximum 6-inch reveal if horizontal, or a pattern of 9 to 18 inches if vertical
- (ii) Window Systems
 - 1) Aluminum, which may include aluminum or composite spandrel panels
- (iii) Windows
 - 1) Wood
 - 2) Composite wood
 - 3) Metal
 - 4) Vinyl, only permitted on townhouse or multifamily buildings
- (iv) Doors
 - 1) Wood
 - 2) Composite wood
 - 3) Metal
- (v) Trim
 - 1) Stucco

- 2) Wood
- 3) Composite wood
- 4) Cementitious fiber board
- 5) Precast or cut stone
- 6) Metal

(vi) Awnings, which shall not have internal illumination

- 1) Canvas
- 2) Vinyl
- 3) Metal
- 4) Glass

(vii) Arcades, loggias, piers, and columns

- 1) Brick
- 2) Precast or cut stone
- 3) Concrete
- 4) Wood
- 5) Composite wood
- 6) Fiberglass
- 7) Metal

(viii) Roofing, for sloped roofs

- 1) Slate
- 2) Standing seam metal
- 3) Clay tile
- 4) Architectural composite shingles
- 5) Wood shake

(ix) Gutters and Downspouts

- 1) Metal

- (x) Foundation
 - 1) Brick
 - 2) Precast or cut stone
 - 3) Ground face or polished concrete block or split face block with integral color; the use of painted block is prohibited
 - 4) Veneers of brick, stone, or stucco

- (xi) Steps
 - 1) Precast or cut stone
 - 2) Brick
 - 3) Concrete

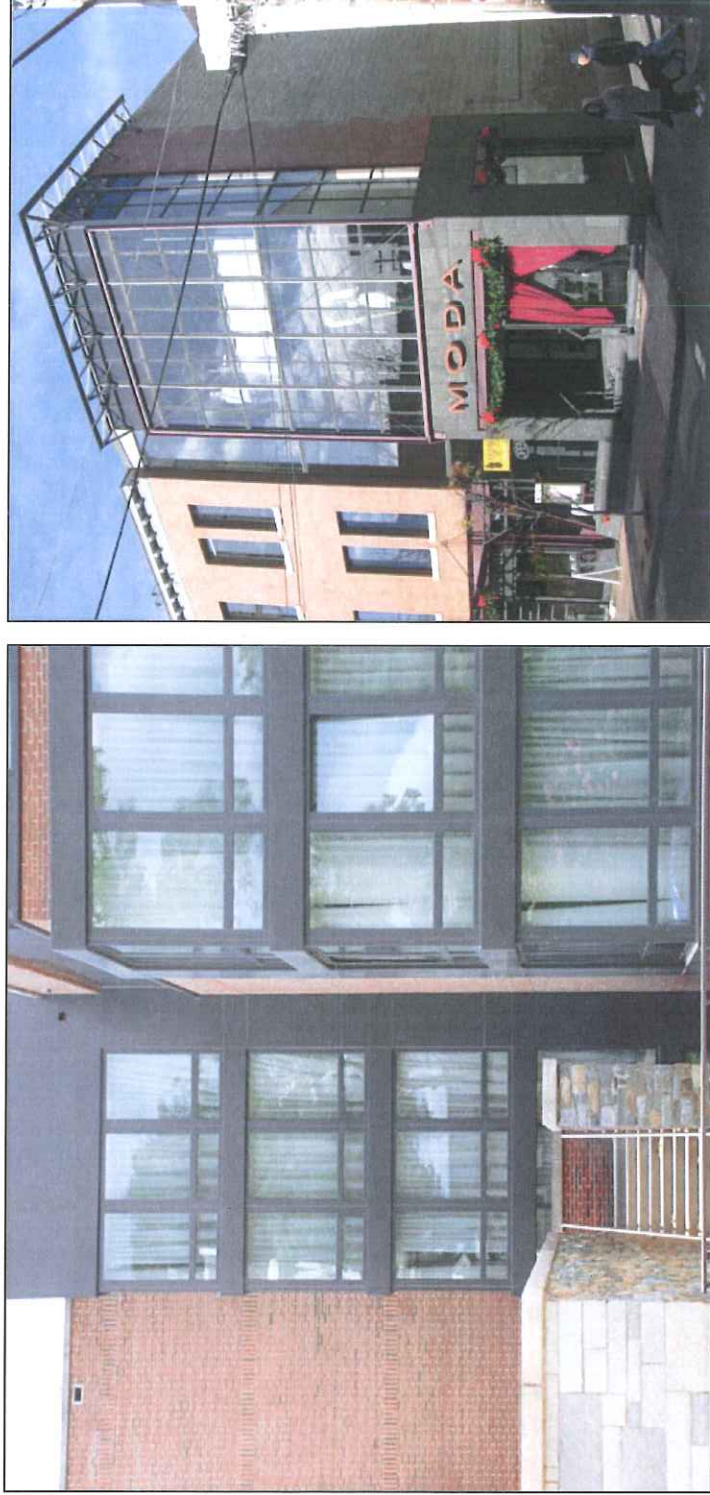


Figure 9: Examples of buildings utilizing the permitted materials

- (c) Materials for accessory structures, including but not limited to, fuel canopies, drive-throughs, storage sheds, and similar structures shall consist of the following:
- (i) Drive-throughs shall have an architectural covering with a sloped roof and shall be integrated into the building, if attached, rather than appearing to be applied. Flat or low-slope roofs are not permitted. Detached drive-throughs shall be of materials and architecture complementary to the primary building.

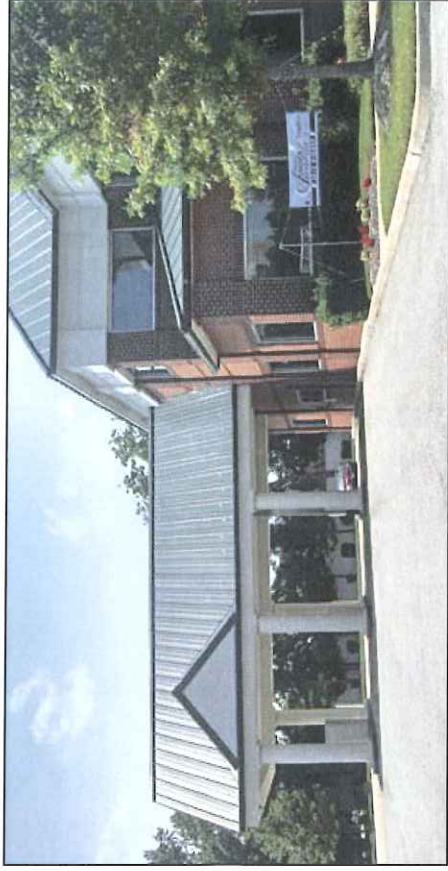


Figure 10: Attached and detached drive-through coverings that incorporate the building design and include building materials and sloped roofs that mimic the primary structure.

(ii) All fuel canopies and other outdoor covered areas shall be architecturally integrated with the building by using similar material, color, and detailing. Corporate identification through awnings, accent bands, paint, or other applied color schemes shall not be the dominant architectural feature. Fuel canopies shall be comprised of either multiple smaller fuel canopies or a single large one with articulation to break up long expanses.

Canopy roofs shall be sloped, and may not be a flat or low-slope. The fuel canopy height, measured from approximate finished grade to the underside of the fascia, shall be no higher than 17'-6". Supports for the fuel canopy shall be of an appropriate scale that they appear to properly support the canopy above, and do not overtly express a cantilever. The materials for the supports shall complement the main retail building's selections in type, color or finish, and pattern. Steel is not permitted as the primary visible material for the support structure. Venting for fuel tanks shall be integrated into the canopy design. The ceiling of the fuel canopy shall have a matte or flat finish. Glossy, reflective finishes are prohibited.



Figure 11: Gas canopies that reflect the primary building's architecture and materials and which incorporate sloped roof design.

(d) Colors

Coliseum Central is a diverse mixed-use and commercial area within the City of Hampton. Regionally, there is color palette that reflects the historic nature of the Tidewater region. Many of the colors are consistent with Colonial and Georgian styles of architecture. Even more contemporary architecture reflects these regional color patterns. As such, all buildings shall consist of base, trim, and accent color(s):

- 1) Base: the wall color applied to the main body of a building.
- 2) Trim: complementary colors provide subtle contrast to the base color. This is typically neutral in color such as white, off-white, dark grey, or black.
- 3) Accent: the darkest and most saturated colors on a building, which provides the highest degree of contrast to the base color. This is typically used on window sashes, muntins, Mullions, shutters, canopies, and doors.

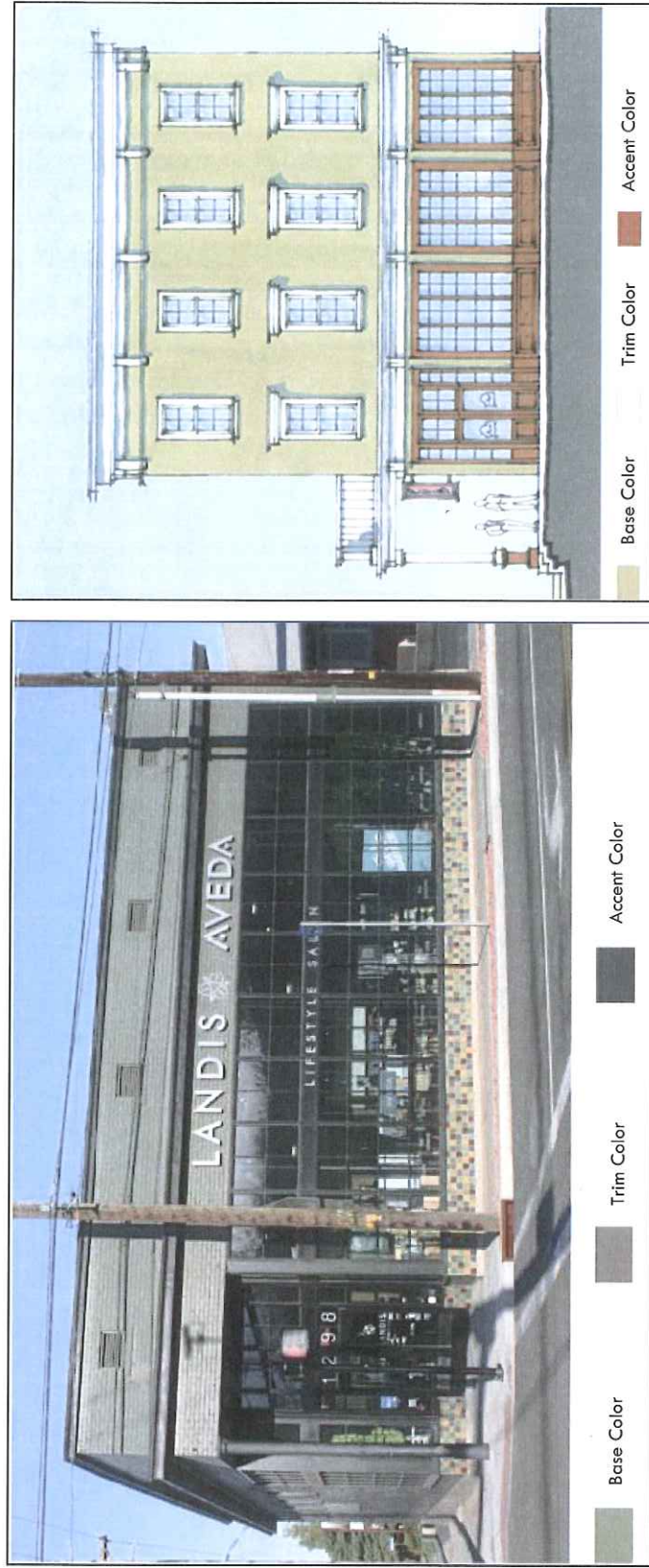





Figure 12: Examples of color schemes that abide by the three categories of color

TABLE 1: COLOR GUIDANCE TABLE

COLOR CATEGORY	APPLICATIONS	REGIONAL EXAMPLES
<p>Base Colors</p> <ul style="list-style-type: none"> ➤ Primary wall color applied to the base and main body of a building ➤ Base colors should be neutral in color, including whites, beiges, greys, and natural masonry color ➤ For special buildings, the base color may be a saturated color, such as yellow, blue, green, or red 	<p>Appropriate for walls, including:</p> <ul style="list-style-type: none"> ➤ Siding ➤ Brick, unfinished or painted ➤ Panels ➤ Other cladding materials 	
<p>Trim Colors</p> <ul style="list-style-type: none"> ➤ Trim colors are used on all types of trim ➤ Color should be complementary and provide slight contrast to base color ➤ Trim color should be neutral in color, particularly white, off-white, dark grey, and black 	<p>Appropriate for trim elements, including:</p> <ul style="list-style-type: none"> ➤ String courses ➤ Corner trim boards ➤ Window headers and trim ➤ Gutters and downspouts ➤ Entablatures and cornice details 	
<p>Accent Color</p> <ul style="list-style-type: none"> ➤ Colors are complementary and provide the highest degree of contrast to the base color on a building ➤ Accent colors should be more saturated and/or darker in tone ➤ Color ranges should be determined by the local and regional palette 	<p>Appropriate in small amounts to add color to elements such as:</p> <ul style="list-style-type: none"> ➤ Window sashes, muntins, and mullions ➤ Doors ➤ Shutters ➤ Projections, awnings, galleries, and other building accent elements 	

Section 2-4. One-Story Buildings

A single story building may be permitted if it meets the following criteria:

- 1) The height of the first story is a minimum of 16' from finished grade or sidewalk to the lowest structural member of the roof.
- 2) The building has an overall minimum height of 18' from finished grade or sidewalk to top of roof or parapet.

This provision shall not be combined with an incentive for less than 40% fenestration. Architectural features such as those shown below shall be used to visually draw the eye up and add height to a single story building.



Figure 13: Examples of one-story buildings with increased height and architectural features to draw the eye upward

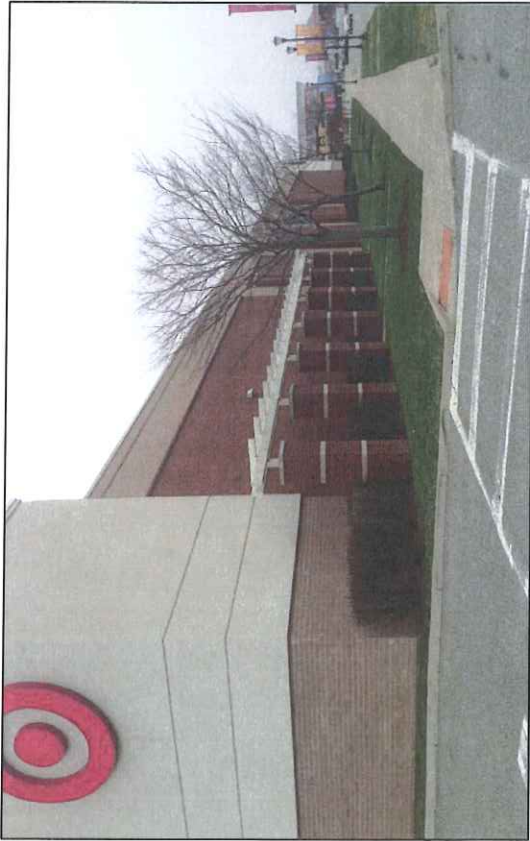


Figure 14: Examples of one-story buildings with appropriate fenestration on side and rear elevations.

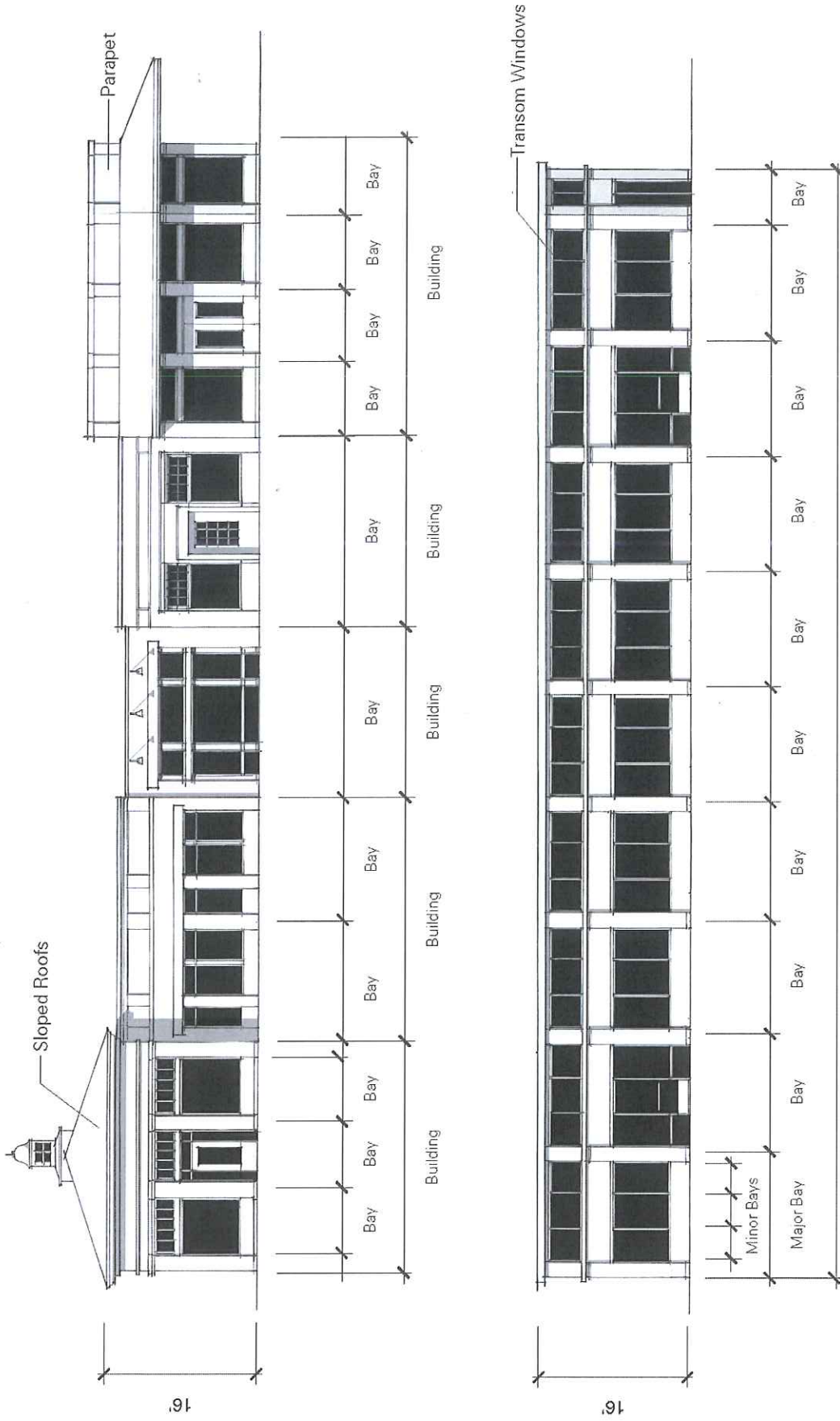


Figure 15: One-story building design

ARTICLE 3 – SITE DESIGN

Section 3-1. Intent

Site treatments such as pavement materials, pedestrian amenities, shopping cart corrals, and site furnishings shall be used to create a unified appearance, designate various pedestrian/circulation routes, calm traffic, and emphasize special site characteristics while also enhancing the pedestrian environment.

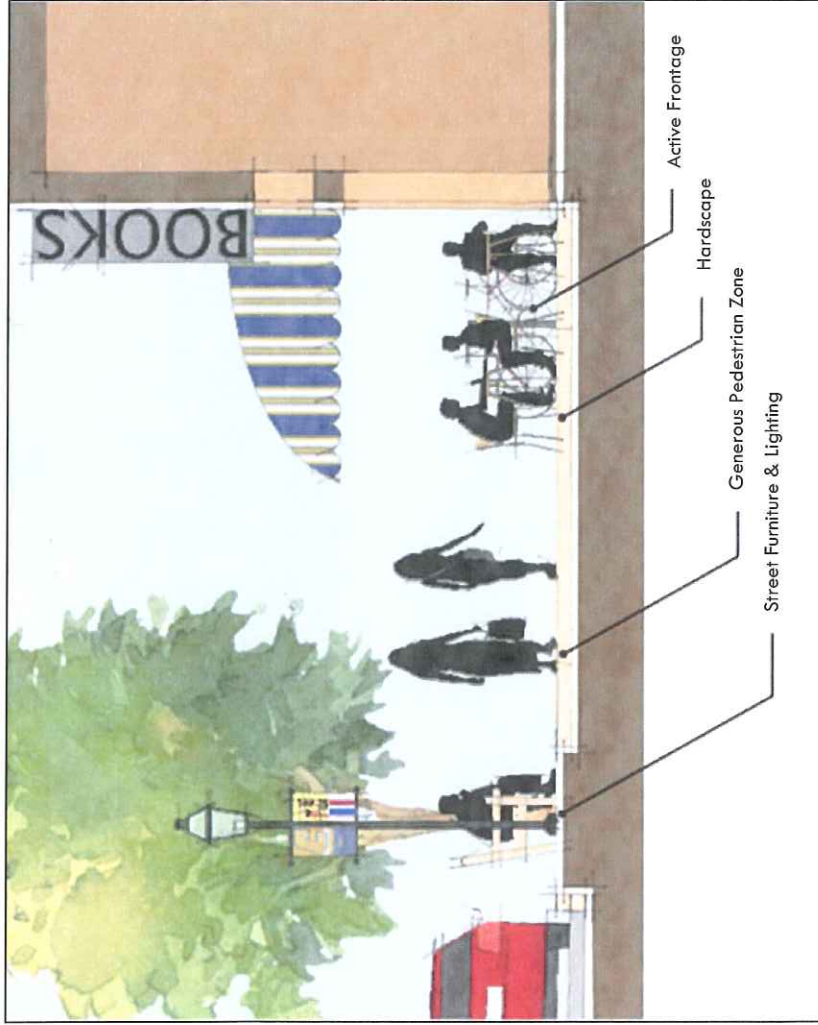


Figure 16: Allowance for adequate sidewalk width creates room for street furniture, pedestrian zones, and outdoor dining areas.

Section 3-2. Site Elements

- (a) An outdoor pedestrian space shall be provided. Such space shall consist of at least one of the following: pedestrian walkways leading into and through the site, building entrances, plazas, courtyards, seating areas, or outdoor dining area.



Figure 17: Examples of outdoor dining areas and public plazas that may be used to fulfill the outdoor pedestrian space requirement

- (b) Pedestrian amenities shall be provided. Such amenities shall consist of at least two elements from the list of four below:
- 1) Furniture such as benches, tables, and chairs
 - 2) Fountains
 - 3) Planters filled with live plants
 - 4) Public art

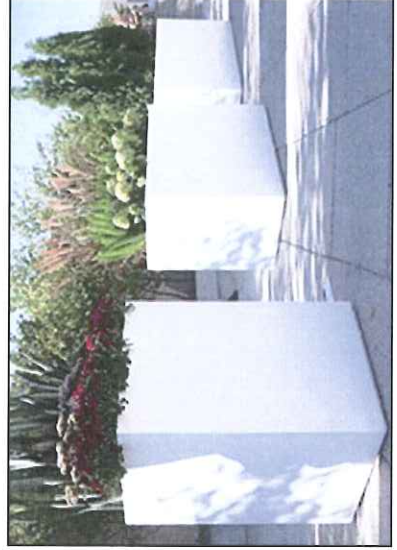


Figure 18: Types of pedestrian amenities

Section 3-3. Site Materials

(a) Pavement materials for the outdoor pedestrian space shall consist of one or more of the following:

- 1) Modular pavers of brick, stone, or concrete
- 2) Colored and/or patterned concrete, which may include porous concrete
- 3) Grass pavement or geo-block products shall be used when necessary to provide emergency access around buildings



Figure 19: Examples of pavement materials which comply with the permitted materials list

(b) Materials for site furnishings (bike racks, trash cans, planters, furniture, bollards, etc.) shall comply with the following:

- 1) Prefinished Metal
- 2) Concrete
- 3) Wood
- 4) Brick
- 5) Stone

(c) Materials for fences, walls, and gates shall complement the primary building materials and comply with the following list: (The use of chain link fencing, electrified fencing, barbed wire, or razor wire is expressly prohibited.)

- 1) Metal
- 2) Concrete
- 3) Wood
- 4) Brick
- 5) Stone



Figure 20: Examples of fences and walls which comply with the permitted materials list

(d) Materials for shopping cart corrals

Covered corrals shall be designed and installed to resist the wind and snow resistance loads required by local building codes. Cart-retention methods, such as bars or raised sills, shall be incorporated to prevent carts scattered throughout the site. Locking systems to retain respective shopping carts within the site are required. Materials for such corrals shall comply with the following list:

- 1) Metal
- 2) Brick
- 3) Stone

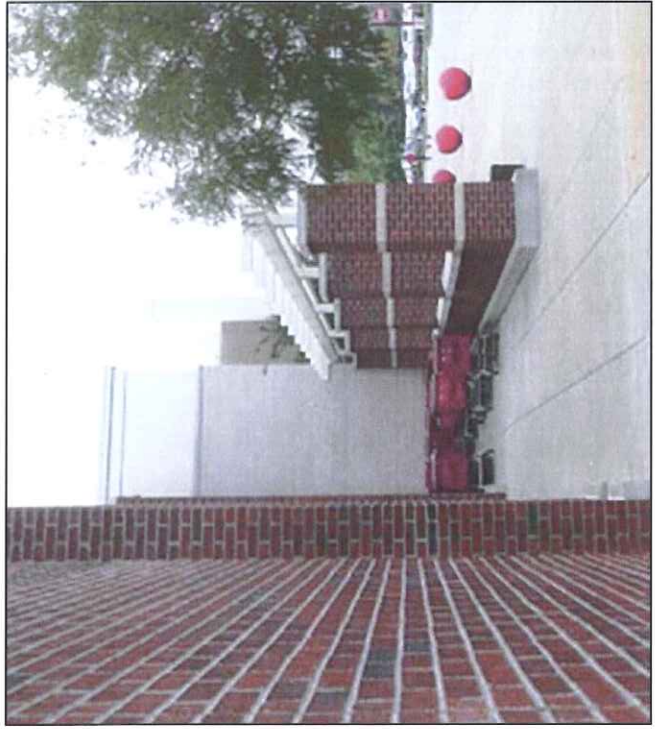


Figure 21: Examples of shopping cart storage area and corral which comply with the permitted materials list

ARTICLE 4 – EXAMPLES OF PREFERRED DESIGN

Section 4-1. Intent

This article provides a gallery of examples of preferred designs which make use of one or more elements of the requirements above for new buildings in the Coliseum Central area.

Section 4-2. Prominent and Fabric Architecture

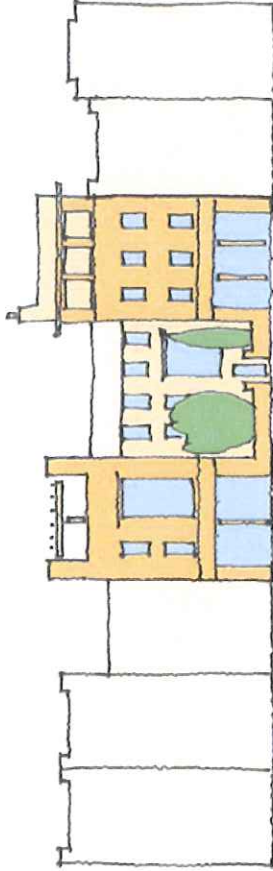


Figure 22: Fabric Building

Fabric Buildings

- Residential or commercial uses
- Inspired by context
- Simple, repetitive patterns
- Contextual colors and materials

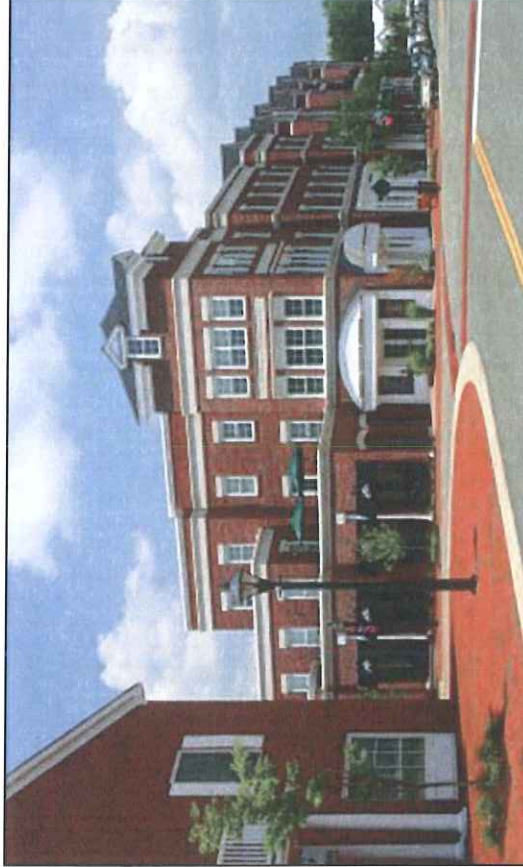


Figure 23: Landmark Building

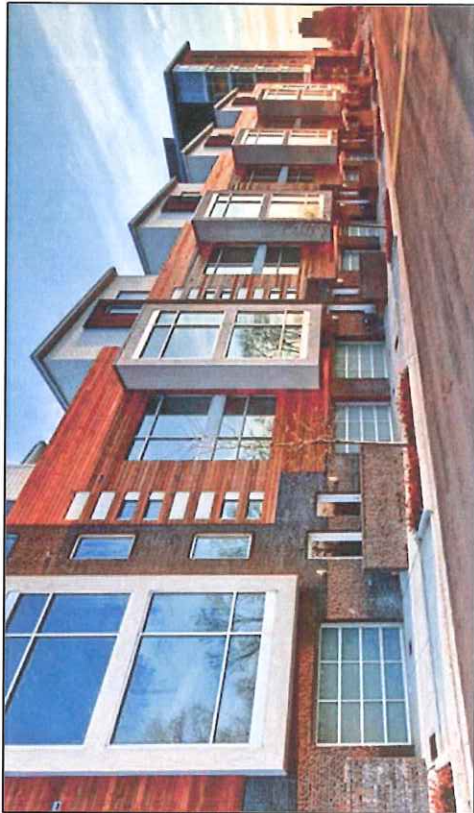
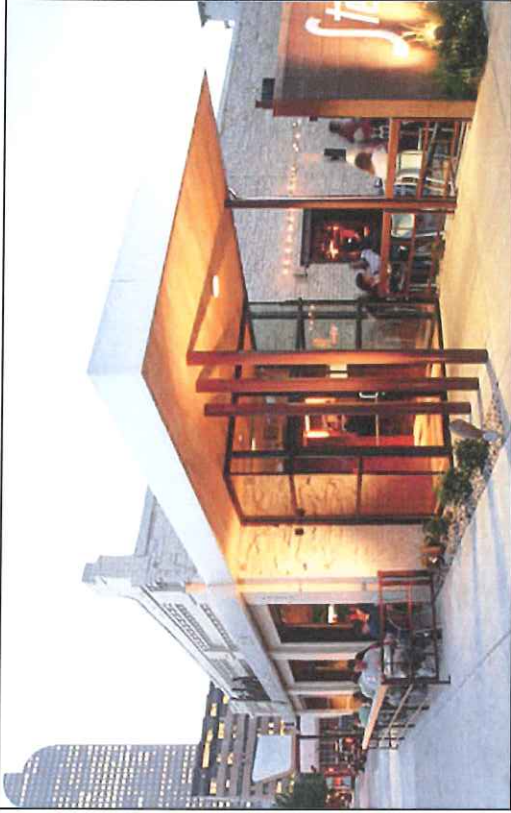
Landmark Buildings

- Civic and institutional uses
- Stands out from context
- On axis, visible from a distance
- Highly distinctive materials

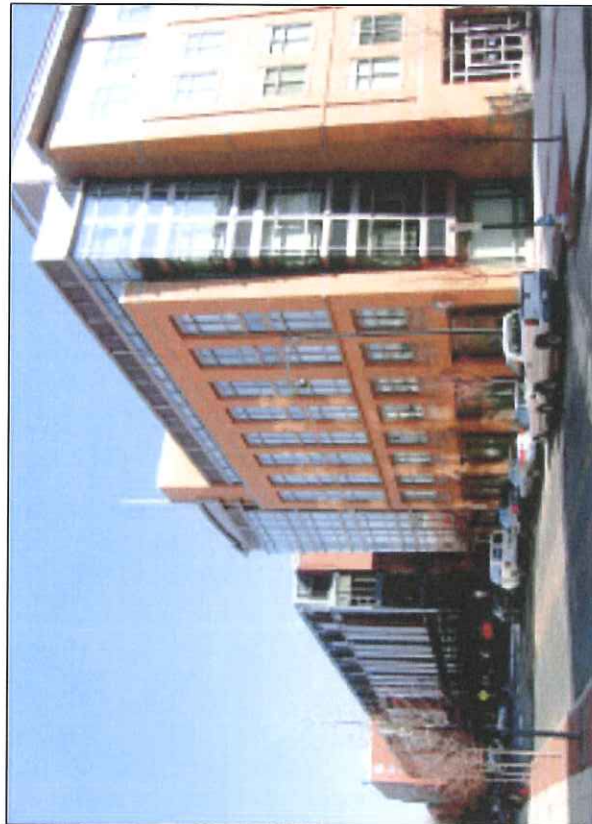
Section 4-3. Gallery of Neo-Traditional Building Design



Section 4-4. Gallery of Contemporary Building Design



Section 4-5. Gallery of Modern Building Design



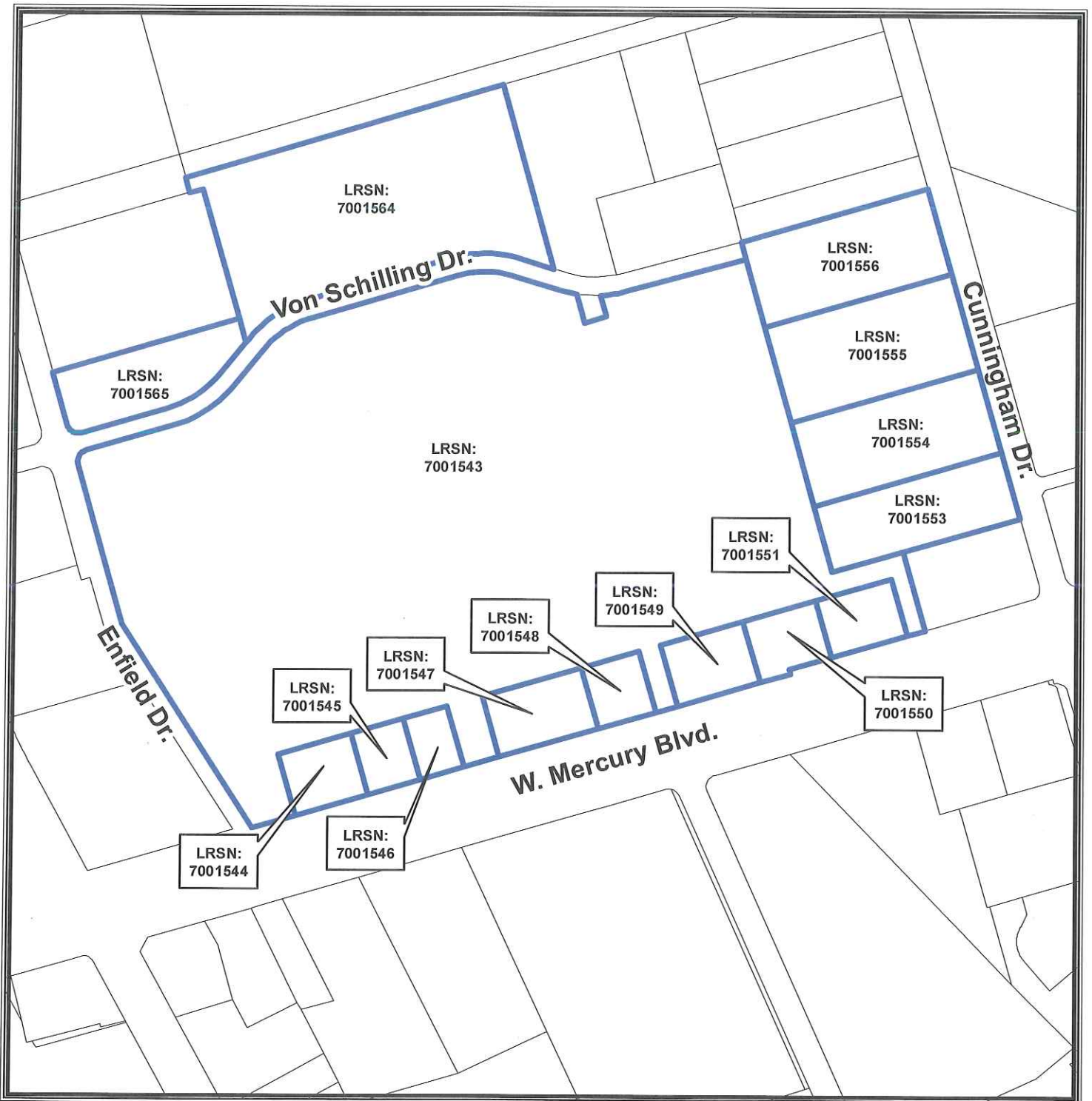
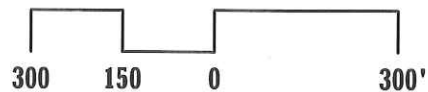


Exhibit "C" "The Property"

Scale: 1" = 300'



Prepared by: CITY of HAMPTON
Dept. of Public Works - Engineering Services

Map printed: 20 January, 2016



DISCLAIMER Although the information contained herein is believed to be reliable, no warranty, expressed or implied, is made regarding the accuracy, completeness, legality, reliability, or usefulness of any information, either isolated or in the aggregate, unless expressly specified. Neither is this information intended as a substitute for applicants' obligation to retain its own independent professional advice from an engineer, surveyor, attorney, or the like.