

**REQUEST FOR PROPOSALS  
ITEM # - RFP20110211-112**



**112 MAPLE AVE  
HAMPTON, VA**

**INTRODUCTION**

The Hampton Redevelopment and Housing Authority (HRHA) is offering this Site for acquisition and development of a single family new construction home by qualified individuals, builders or developers. This Site consists of vacant lot that is 9,517 sq ft.

It is anticipated that the Site will be sold at a price no lower than the assessed value. All construction and improvements will be conformance with current City of Hampton building codes. Should you have any questions concerning this offering, contact Peggy Todd at (757) 869-9069.

To submit an offer for the property you must complete the RFP Submission Packet which can be obtained from the agent listed above or the HRHA website. Completed applications must be in the form described herein and delivered by hand to the designated agent for the property, no later than 3:00 PM, on Friday, March 11, 2011.

**Estimated Timetable**

**RFP Issuance:** Friday, February 11, 2011

**Proposals Due:** Friday, March 11, 2011 (3:00pm)

**Please note above dates and times are subject to change.**

**Issued by**  
Hampton Redevelopment and Housing Authority

**For Information Contact:**  
PEGGY TODD – (757) 869-9069 CELL (757)240-2622 FAX (757) 873-2707 OFFICE PEGGYTODD@LIZMOORE.COM  
LIZ MOORE AND ASSOCIATES - 11801 CANON BLVD., NEWPORT NEWS, VA 23606

## I. NEIGHBORHOOD AND ASSEMBLED SITE

### A. Site

The Site and property information are listed in Appendix A. The property is currently owned by Hampton Redevelopment and Housing Authority.

| Site          |
|---------------|
| 112 Maple Ave |
| 72 x 133      |

### B. Neighborhood

The property is located in the Fowler Heights neighborhood with Interstate 664 located conveniently to the north and the Hampton - Newport News line located to the west. The neighborhood is bordered by W. Pembroke Avenue and Aberdeen Road. The fabric of the quant neighborhood consists of a variety of homes constructed from 1923 to most recently, 2010.

## II. RFP TERMS AND CONDITIONS

### A. Site Conditions and Terms

1. The Hampton Redevelopment and Housing Authority (HRHA) is offering the Site listed in Appendix A to Respondents who will construct a home consistent with the fabric of the neighborhood by incorporating existing design elements from the . Your proposal must also support a use allowable under the zoning ordinance and other regulations applicable to the Site. Please include draft house plans you are proposing for the site.
2. Please include a proposed timeline for your project. HRHA is looking for project completion within 18 months
3. Respondents may include additional properties owned by the Respondent in proximity to the given Site. HRHA will not acquire additional properties to be included in this Site.
4. The Site will be offered in “as is” condition. The Site may or may not contain environmental hazards that will need to be remediated by the Respondent prior to renovation. HRHA does not make any representation, guaranty, or warranty concerning any Site conditions, including the possible presence of environmental hazardous materials. The City will bear no responsibility or expense in removal or treatment of asbestos, lead or other hazardous materials. Respondents shall indemnify and hold the City and HRHA harmless from claims or damages arising out of or in connection with the removal of such materials.

**B. Site Use**

1. The lot will be utilized for a use allowable under the zoning ordinance and other regulations applicable to the Site. Current zoning is Residential District R9. Please consult with the Department of Planning regarding specific requirements of this zoning classification and other zoning issues. Proposals that contemplate a variance or change in Zoning are acceptable provided that the issue is addressed appropriately in Submission Requirements such as soft cost and timeframe calculations. HRHA can not guarantee any such regulatory change.
2. Community members have expressed a preference for development that is designed sensitive to the nature of the area. Specifically the adjacent area should be considered in the design of development on this Site.

**C. Financing Assumptions**

1. **Acquisition Price:** HRHA anticipates conveying the Site at a cost equal to or greater than the current assessed value. Offers lower than the total assessed value will be considered provided that substantial investment is being made into the project. It is not likely that an offer less than the assessed land value will be accepted. HRHA may conduct an appraisal of the Site upon determination of the end use. The chart below indicates the current total assessed value of the property

| City of Hampton Assessment as of 7/1/2010 |            |                   |             |
|---|------------|-------------------|-------------|
| Address                                   | Land Value | Improvement Value | Total Value |
| 112 Maple Avenue                          | \$19,300   | \$0               | \$19,300    |

2. **Financing:** The selected Respondent for the Site is expected to obtain private construction and permanent financing for the construction of new housing units. Please include in your proposal a supporting letter from a lender or bank that confirms your ability to secure financing for the proposed project.

**D. Additional Respondent Responsibilities**

1. The Respondent shall be responsible for obtaining at its sole cost all permits, standard regulatory approvals, approvals for subdivisions, approvals for zoning appeals or regulatory changes of any kind, as well as any required engineering and environmental studies.
2. All closing costs shall be borne by the Respondent including but not limited to any costs of appraisals, surveys, legal descriptions and any other typical development “soft costs”.
3. Respondents may be asked to respond to follow-up questions from HRHA and/or make presentations to the community through the relevant community association for each Site.

### **III. EVALUATION CRITERIA**

The HRHA Review Panel for this Site will review and grade proposals based on a scale of 100 points. The score will be proportionate with the level of detail provided in your proposal submission package. The HRHA Board of Commissioners may select one of the proposals at its sole discretion.

Criteria used in evaluation of proposals include the following:

#### **A. Quality of Plan (40 Points)**

1. Overall scope and quality of the proposed development.
2. Quality of the renovation proposed based on the specifications provided and the future value of the property.
3. Quality of the internal and external design as it relates to the specifications provided for the proposed development, as well as, its compatibility with the surrounding neighborhood.

#### **B. Benefits to the Community (40 Points)**

1. Consistency with current neighborhood design. This includes but is not limited to support for services desired or needed by the surrounding neighborhood; beautification of buildings and grounds, public alleyways and streets; streetscape improvements; and support for or participation in community activities and other amenities.
2. This includes but is not limited to payments for acquisition of the Site; incremental tax revenues; secondary financial impacts; and positive contributions to long-term economic growth of the city.
3. Proposals that limit the costs and subsidies from the City or that create a financial benefit for the City will be viewed more favorably.

#### **C. Project Feasibility (20 Points)**

1. The development team has a satisfactory record of past performance as demonstrated by the Respondent's experience in planning, financing, constructing, marketing and managing projects similar in size and scope to the proposed project.
2. The Respondent has the ability to provide or obtain sufficient financial resources to successfully negotiate a Land Disposition Agreement with HRHA and to start and complete the project in a timely manner.

#### **IV. SUBMISSION CRITERIA AND INSTRUCTIONS**

- A. Proposals must include, at a minimum, the RFP Submission Packet and related attachments. Proposals need not and should not be overly elaborate or costly to prepare. They should, however, be prepared in a professional manner and in the format described in this RFP. Communication regarding this RFP will be made with the person listed on the RFP Submission Packet
- B. HRHA will not be limited to the information provided by the Respondent, but may utilize other sources of information useful in evaluating the capabilities of the Respondent. Additional information or modifications to proposals may be requested of any Respondent.
- C. HRHA may in its sole discretion cancel this RFP, in whole or in part. HRHA may in its sole discretion reject any or all proposals submitted when this action is determined to be advantageous or in the best interest of the City or HRHA.
- D. Submission Requirements
  - 1. Submit one (1) original with original signature plus one (1) copy totaling two (2) submissions of each proposal (bound in a manner that will lay flat when read) and all materials together in one envelope or package if possible. All proposals must be delivered to HRHA C/O Peggy Todd, Realtor, Liz Moore & Associates , 11801 Canon Boulevard, Suite 100, Newport News Virginia 23606 by 3:00PM on Friday, March 11th, 2011. Proposals will be dated and time stamped upon submission.
  - 2. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be accepted.
  - 3. Failure to submit the proposals in the manner described above may result in the proposal being rejected as unresponsive.

#### **V. AWARD PROCEDURES**

##### **A. Eligibility for Award**

In the event that HRHA determines that it has received one or more proposals for a Site, which, at the sole determination of HRHA, are deemed feasible, then the HRHA Board of Commissioners may make an award for the property under the terms of this RFP. In this event, HRHA will enter into a contract with the Respondent. A sample is provided in Appendix B. Please note that the final proposal will be made a part of the contract.

##### **B. Community Presentations**

Respondents may be asked to make a short presentation to the community through the relevant community association. HRHA will coordinate with the community association to arrange a time and place for the presentations. The community association may at its sole discretion, governed by its own rules and by-laws, if any,

and in any format of its choosing, provide HRHA a recommendation regarding the award of the Site.

### **C. Review Panel**

HRHA may designate a Review Panel for evaluating the proposals. The size and composition of the Review Panel is the sole responsibility of HRHA. HRHA may invite the participation of a community member on the Panel. Any such member may be a full voting member on the Panel and will be asked to sign a non-disclosure agreement. The Review Panel shall have the opportunity to review written materials including any recommendation from local community associations, and may request additional written materials or oral presentations from any or all Respondents. The Review Panel may make an advisory recommendation to the Board of Commissioners of the Hampton Redevelopment and Housing Authority.

### **D. Board of Commissioners Makes the Award**

Board of Commissioners of the Hampton Redevelopment and Housing Authority retains the right to accept, reject or revise all recommendations, to request additional information from the Review Panel, HRHA staff, any or all Respondents and to reject all Respondents.

### **E. Notification**

Official notice of an award will be sent by U.S. Mail to the address and contact person listed in the Submission Packet. Respondents who are not selected will be similarly notified by U.S. Mail after a selected Respondent has been offered and accepted the Exclusive Negotiating Privilege for the Site.

## **VI. DEVELOPMENT PROCESS**

### **A. Right-of-Entry**

In the event a proposal is selected for award, HRHA may issue a Right-of-Entry to the selected Respondent. The selected Respondent will need to present evidence of insurance coverage. Under the Right-of-Entry, the selected Respondent, its employees, agents, and representatives, may enter the Property for the purposes of carrying out environmental baseline analysis for hazardous materials; Site surveys, plats and subdivisions, as applicable; soil boring data and analysis; architectural and engineering studies for proposed development; and other relevant activities.

### **B. Disposition Agreement and Board of Commissioners Approval**

At the successful conclusion of the review process, HRHA may enter into an Agreement or similar document setting forth the terms and conditions of sale or lease and development of the Site. The complete proposal submission will be made a part of the contract. A sample contract is included in Appendix B. Should the parties fail to agree upon a final contract, HRHA, at its sole discretion, may cancel negotiations with the selected Respondent. HRHA may choose to proceed to commence negotiations with another Respondent, accept new proposals, or cancel the RFP.

Decisions regarding award of the Site and terms of award as described in the Agreement will be recommended by HRHA to the Board of Commissioners for final approval. Only following approval by the Board, may HRHA and the Respondent proceed to a settlement on the property.

The Respondent is bound by the construction plans and timelines as identified specifically in the Agreement. Major change orders that materially affect the Site plans, facade elevations or other exterior design elements must be approved by HRHA prior to implementation. In the event the Respondent does not comply with the provisions of the Agreement, HRHA has the right to enforce such provisions to compel compliance.

### **C. Development Oversight**

The selected Respondent must agree to the review and guidance of HRHA and the Department of Planning in the preparation of plans for development in conformance with this RFP, the Zoning Ordinance and other applicable codes and ordinances of the City of Hampton.

## **VII. RIGHTS RESERVED BY HRHA**

HRHA reserves the right in its sole discretion to recommend the award of a contract related to this RFP based upon the written proposals received by HRHA without prior discussion or negotiation with respect to those proposals. All portions of this RFP may be considered to be part of the contract and may be incorporated by reference. Any contract awarded in connection with the RFP will be subject to approvals as required by the City Attorney, including the final approval by the Board of Commissioners of the Hampton Redevelopment and Housing Authority.

As part of the evaluation process, HRHA specifically reserves the right to review and approve the drawings, plans and specifications for redevelopment with respect to their conformance with the goals and requirements of this RFP.

HRHA also reserves the right to refuse to approve any such drawings, plans or specifications that are not suitable or desirable, in its opinion, for aesthetic or functional reasons; and in so passing upon such drawings, plans and specifications, it shall have the right to take into consideration, but shall not be limited to, the suitability of the Site plan, architectural treatment, building plans and elevations, materials and color, construction details, access, parking, loading, landscaping, identification signs, exterior lighting, refuse collection details, street, sidewalks and the harmony of the plan with the surroundings.

HRHA reserves the right, at its sole discretion, to accept or reject any and all proposals received as a result of this RFP; to waive minor irregularities; and to conduct discussions with all responsible Respondents, in any manner necessary, to serve the best interest of HRHA and HRHA.

HRHA reserves the right to request additional information from any or all Respondents if necessary to clarify that which is contained in the proposals.

HRHA reserves the right to reject any proposal as a result of misrepresentation of any information contained in the proposal including but not limited to representations made in Appendix A.

While it is the present intention of HRHA to carry out the development of this Site as identified in this RFP as soon as practicable, nothing contained in this RFP shall be construed as a warranty or commitment on the part of HRHA to be obligated to make conveyance of any particular property. Additionally, HRHA may convey all or a portion of the Site in phases. HRHA shall not be liable for any costs, damages, injuries, or liabilities caused to or suffered or incurred by the Respondent, its successors or assigns in connection with, or as a result of HRHA's inability to deliver clear title promptly to all or a portion of the Site.

## **VIII. ADMINISTRATIVE INFORMATION**

### **A. Issue Date**

The issue date of this RFP is February 11<sup>th</sup>, 2011

### **B. Issuing Office**

This RFP is issued by Hampton Redevelopment and Housing Authority, 22 Lincoln St, Hampton, VA 23669.

### **C. Obtaining RFP**

The RFP will be made available free of charge. The RFP may be picked up at, Liz Moore & Associates, 11801 Canon Boulevard, Suite 100, Newport News Virginia 23606, or at Hampton Redevelopment and Housing Authority, 1 S. Armistead Ave, Hampton, VA 23669 between 9:00 AM and 4:00 PM, weekdays. Proposals are also downloadable from HRHA's website under at:

<http://www.hrha.org>  
under Homes/Land

### **D. Pre-Proposal Conference**

If you have any questions regarding the RFP process please contact Peggy Todd at (757) 869-9069.

### **E. Site Inspections**

The Site is available for inspection on an ongoing basis. HRHA will not be responsible for any injury that occurs while visiting the Site for inspection. Please contact Peggy Todd at (757) 869-9069 should you have any questions regarding the site location.

### **F. Questions and Inquiries**

Questions should be submitted in writing or via email to Peggy Todd. Please use the address information provided on page 1 of this package.

## **G. Revisions and Addenda**

Should it become necessary to revise any part of this RFP or provide additional information necessary to adequately interpret provisions and requirements of this RFP, an Addendum to the RFP shall be provided to all Respondents who provided their contact information. HRHA will also appropriately update the web version of the RFP should any such revision or addenda be necessary. It is recommended that all interested parties review subsequent postings periodically to maintain current information about the offering.

## **H. Deadline**

The deadline for receipt of proposals is 3:00PM Friday, March 11th, 2011. Proposals will be dated and time stamped upon submission. HRHA shall not accept proposals after the deadline. Use of the U.S. Postal Service, private delivery companies or courier services is undertaken at the sole risk of the Respondent. It is the Respondent's sole responsibility to ensure that the proposal is in the possession of the issuing office by the deadline.

## **I. Submitting Responses to RFP**

All proposals must be delivered to the HRHA agent for this property:

Liz Moore & Associates  
Attention: Peggy Todd  
11801 Canon Blvd.  
Newport News, VA 23606

ONE (1) ORIGINAL PLUS ONE (1) COPY TOTALING TWO (1) SUBMISSIONS OF EACH PROPOSAL (BOUND IN A MANNER THAT WILL LAY FLAT WHEN READ) AND ALL MATERIALS TOGETHER IN ONE ENVELOPE OR PACKAGE IF POSSIBLE. ALL PROPOSALS MUST HAVE A TABLE OF CONTENTS AND EACH SECTION TABBED.

## **J. Incurring Expenses**

HRHA shall not be responsible for nor in fact will pay any cost incurred by any Respondent in preparing and submitting a proposal or requested supplemental information in response to the RFP.

## **K. Public Information Act Notice**

HRHA commits to handling all information regarding financial assets and holdings of Respondents in strictest confidence. Respondents should give specific attention to identifying any additional portions of their proposals that they deem to be confidential, proprietary information, or trade secrets and provide any justification why such material, should not be disclosed by HRHA upon request by the public.

## **L. Compliance with the Law**

By submitting an offer in response to this RFP, the Respondent selected for award agrees that it will comply with all Federal, State, and City laws, rules, regulations, and ordinances applicable to its activities and obligations under this RFP.

# APPENDIX A

**112 MAPLE AVE**  
**GIS Address: VAC LOT ADJ 114 MAPLE**

Tax Information | Map (GIS)

**General Info**

PIN/LRSN: 1004049  
 MAP NO: 01R004 00 00119  
 PARENT MAP NO:  
 OWNER: HAMPTON REDEV & HOUSING AUTH  
 PROPERTY ADDRESS: 112 MAPLE AVE  
 GIS ADDRESS: VAC LOT ADJ 114 MAPLE  
 NEIGHBORHOOD: 320  
 PROPERTY USE: 603 /Exempt  
 PLAT BOOK/PAGE: 0094/0317  
 MAILING ADDRESS: PO BOX 280  
 HAMPTON VA 23669  
 LEGAL DESCRIPTION: FOWLER HEIGHTS L119.

**Sales History**

| GRANTOR                       | SALE DATE  | SALE AMOUNT | DEED REFERENCE |
|-------------------------------|------------|-------------|----------------|
| SECRETARY HOUSING & URBAN DEV | 10/26/2000 | 0           | 1345 2034      |
| TAYLOR LINDA RUTH             | 10/28/1999 | 33531       | 1308 1836      |
| TAYLOR LINDA RUTH             | 01/01/1987 | 35000       | 0815 0578      |

**Assessment History**

| DATE              | 07/01/2010 | 07/01/2009 | 07/01/2008 | 07/01/2007 | 07/01/2006 |
|-------------------|------------|------------|------------|------------|------------|
| CHANGE REASON     | Reassess   | Reassess   | Reassess   | Reassess   | Reassess   |
| LAND VALUE        | 19300      | 19300      | 19300      | 16100      | 11500      |
| IMPROVEMENT VALUE | 0          | 0          | 0          | 0          | 0          |
| TOTAL VALUE       | 19300      | 19300      | 19300      | 16100      | 11500      |

**Land Data and Site Improvements**

**LAND DATA**

FRONT: 72  
 DEPTH: 132  
 ACRES: 0.0000  
 SQUARE FEET: 0

**ZONING CLASSIFICATION**

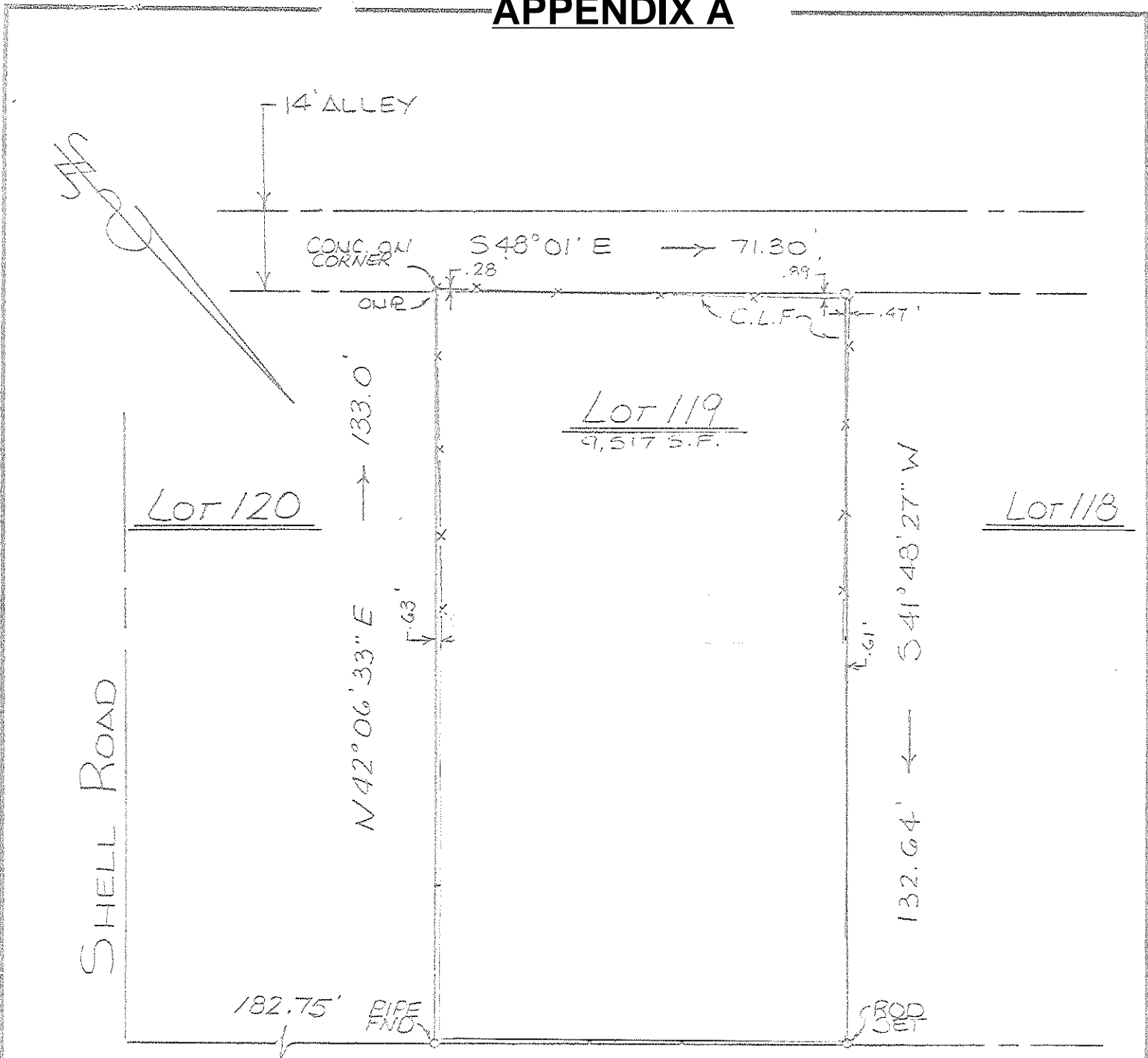
R9

**DESCRIPTION**

One Family Residence

**Building Descriptions**

# APPENDIX A



72.0' ← N48°18'W

MAPLE AVENUE  
(25' ± R/W)

REFERENCE:  
DB 1308, PG. 1836  
DB 94, PG. 317

NOTE: THIS PROPERTY IS NOT IN THE  
FEMA DEFINED FLOOD HAZARD ZONE.  
(ZONE C) #515527-0015-D  
MAP INDEX DATE: 7/3/95



**TITLE NOTES**

NOT FURNISHED

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED: I HEREBY CERTIFY THAT ON SEPTEMBER 29, 2000

I SURVEYED THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT.

THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS ON THE PROPERTY EXCEPT AS SHOWN.

*Andrew Becouvarakis*  
CERTIFIED LAND SURVEYOR

#112 MAPLE AVENUE

|  |
|--|
| PLAT OF THE PROPERTY OF<br>HAMPTON REDEVELOPMENT & HOUSING AUTHORITY |
| LOT 119<br><br>FOWLER HEIGHTS<br><br>CITY OF HAMPTON, VIRGINIA       |
| BECOUVARAKIS AND ASSOC.<br>LAND SURVEYING<br>HAMPTON, VIRGINIA       |
| Scale: 1" = 25'<br>Date: 9/29/00                                     |
| F.B. 559 Pg. 66  |

Address 112 Maple Ave  
Hampton, VA 23661

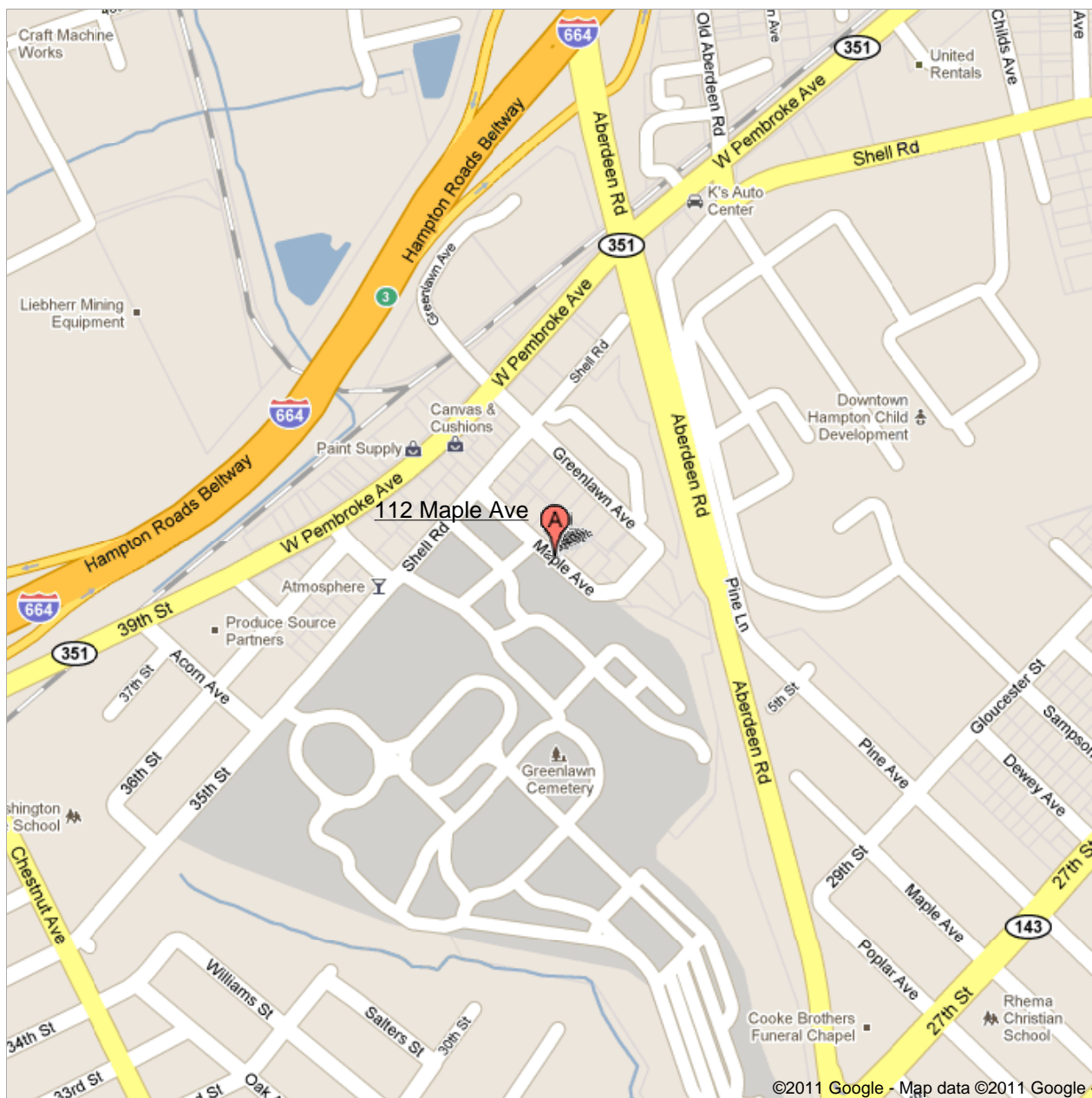


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Text the word "GMAPS" to 466453



# APPENDIX A



## AGREEMENT OF SALE

**THIS AGREEMENT OF SALE** (the "Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by Hampton Redevelopment & Housing Authority, a political subdivision of the Commonwealth of Virginia, (the "Seller"), and \_\_\_\_\_, ("Purchaser").

**WITNESSETH:** That for and in consideration of one dollar and other valuable consideration, receipt of which is hereby acknowledged, the Seller agrees to sell and the Purchaser agrees to buy the following described land together with all improvements. The land and improvements subject to this Agreement (the "Property") are described as follows: 301 Union Street, Hampton Virginia.

All that certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia, .....

Subject to all rights of way, easements, restrictions and other conditions of record affecting said property.

Together with all and singular the buildings and improvements thereon, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

Together with all right, title and interest of the Seller, if any, in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the above described Property.

1. **Purchase Price.** The total consideration is as follows:

The Hampton Redevelopment and Housing Authority (HRHA) agrees to sell the property with all appurtenances and improvements thereon for the purchase price of \_\_\_\_\_ dollars (\$\_\_\_\_), subject to the terms and conditions contained in this agreement.

Such purchase price shall be paid as follows:

\$\_\_\_\_\_ (Purchase Price) for the property to be paid by \_\_\_\_\_

\$\_\_\_\_\_ (25% of the purchase price or difference between sales price and total assessed value) deferred 2<sup>nd</sup> Deed of Trust to be held by HRHA

The Purchase Price represents the value of all estates or interest in such Property. Seller will provide financing for the 2<sup>nd</sup> Deed of Trust, which amount shall be abated if Purchaser fulfills its obligations under paragraph 2 below. Purchaser shall execute at closing a promissory note and deed of trust (the "Note" and "Deed of Trust") securing the financing in the form as set forth on Exhibit A and B attached hereto and made a part hereof.

2. **Restriction on Use.** Purchaser agrees, for it and its successors and assigns, to the design improvements set forth on Exhibit C and Exhibit D attached hereto and made a part hereof to the proposed construction of a single family dwelling as a condition of sale and final conveyance of the Property. The deed of conveyance shall contain a reverter clause whereby the Property will be reconveyed to Seller should Purchaser default in not

timely constructing the home. In addition, Purchaser shall execute a reverter agreement in the form set forth on Exhibit E.

Purchaser agrees to commence construction of the single-family home within 90 days of closing and complete 100% construction within 12 months from closing.

3. **Settlement.** Settlement ("Settlement") shall occur at the office of Purchaser's attorney ("Settlement Agent") on or about 30 days from the date this Agreement is fully executed, or soon thereafter, allowing a reasonable time to correct any title defects reported by the title examiner and the preparation and signing of the necessary documents to enable the Purchaser to take proper title. Possession of the Property shall be given to the Purchaser at Settlement, unless otherwise agreed in writing by the parties hereto.

4. **Prorations.** All rents, interest, taxes, utilities and other appropriate items shall be prorated and apportioned on a per diem basis as of the date of Settlement. Assessments, general or special in nature, pending or confirmed, shall be paid or satisfied in full by the Seller at Settlement.

5. **Settlement Costs and Expenses.** The Purchaser shall bear the cost of performing any studies required by the Purchaser under due diligence, preparing the deed, obtaining a title report for the Property and all other closing costs associated with settlement including all recording costs, except for grantor's tax and transfer taxes.

The Seller shall pay the grantor's tax and transfer taxes, if applicable, and its own attorney's costs.

6. **Conveyance/Title.** The Seller agrees to convey the Property to the Purchaser at Settlement by a properly executed and delivered **Special Warranty Deed** subject to all easements, restrictions, rights-of-way and encroachments of record, which do not affect the use of the Property by the Purchaser or render the title unmarketable. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable period of time, the Seller may at Seller's sole discretion, (1) at the Seller's sole cost and expense, take such action as is necessary to cure such defect or (2) terminate this Agreement. If the defect is not cured within sixty (60) days after the Seller received notice of defect, then either party may terminate this Agreement at the expiration of such sixty (60) day period. Upon written notice of termination of this Agreement, said Agreement shall be terminated and neither party shall have any further rights against or obligations or liability to the other hereunder.

The Seller shall supply, at Settlement, all affidavits and any other documents required by the Purchaser's title insurance company for the issuance of policy of insurance, including, but not limited to, an affidavit in a form acceptable to the Purchaser, and signed by the Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, the Seller shall deliver to the Purchaser, at Settlement, an affidavit signed by the Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

7. **Risk of Loss.** Risk of loss or damage to the Property by fire, wind, storm, or other casualty, or other cause shall remain upon the Seller until transfer of legal title at Settlement.

8. **Legal and Equitable Enforcement of Agreement.** If either party defaults under this Agreement, the non-defaulting party may pursue all remedies available to the non-defaulting party at law or in equity to include reasonable attorney's fees. All rights and remedies hereunder are cumulative.

9. **Remedies Subsequent to Conveyance.** In the event of default or breach by the Purchaser with respect to the construction of the improvements referred to in paragraph 2 of this Agreement, the Seller may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to:

- (a) Enforce its rights and remedies under the Deed of Trust,
- (b) Proceedings to compel specific performance by the party in default or breach of its obligations, or
- (c) At the Hampton Redevelopment & Housing Authority's option, reconveyance of the property to the Hampton Redevelopment & Housing Authority, without charge, free and clear of all liens and encumbrances.

Exception to default: If the Purchaser is delayed at any time in the progress of the work by changes ordered by Seller in the work, or fire, abnormal adverse weather conditions, uncontrollable acts of nature or by other causes which the Seller and the Purchaser determine may justify a delay, then the completion time shall be extended by addendum for such reasonable time as the Seller and the Purchaser may negotiate.

10. **Survival.** THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES AND INDEMNITIES OF THE PURCHASER CONTAINED IN THESE PARAGRAPHS WILL SURVIVE SETTLEMENT AND DELIVERY OF THE DEED.

11. **Entire Agreement/Modification.** There have been no other promises, considerations or representations made which are not set forth in this Agreement. There may be no modification of this Agreement, except in writing, executed by the authorized representatives of the Purchaser and the Seller.

12. **Successors and Assigns/Miscellaneous.** The terms and provisions of this Agreement are binding upon and will inure to the benefit of the parties, their respective successors and assigns. To the extent any handwritten or typewritten terms herein conflict with, or are inconsistent with the printed terms hereof, the handwritten or typewritten terms shall control.

13. **Governing Law/Venue.** This Agreement shall be deemed to be a Virginia contract and shall be governed by the laws of the Commonwealth of Virginia, and the parties hereto designate the Circuit Court of the City of Hampton, or the United States District Court for the Eastern District of Virginia, Newport News Division, as the case may be, as the proper venue for all litigation of issues relating to this Agreement.

14. **IRS Requirements.** In accordance with instructions by the Department of the Treasury, Internal Revenue Service, for Form 1099-S, you, as the Purchaser, are required by Law to provide the Seller, 22 Lincoln Street, Hampton, VA 23669 with your correct taxpayer identification number. If you do not provide the Seller's Office with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. The Purchaser will also provide the Seller with other documents necessary for the Seller to comply with State reporting requirements

Under the penalties of perjury, as the Purchaser, I/we certify that the number(s) shown on this Agreement is/are my/our correct taxpayer identification number(s).

15. **Signatures of parties.** The following information must be provided on the signature lines below:

a. Where the Purchaser is an individual or individuals, each person shall sign and print his/her name and include his/her taxpayer identification number.

b. Where the Purchaser is a business, the authorized agent of the Purchaser shall sign and print his/her name, provide his/her title, the taxpayer identification number of the business and, where necessary, a resolution authorizing the sale of the property.

c. Where any person holds a Power of Attorney for a Purchaser, a copy of the Power of Attorney shall be attached and the person shall sign for the Purchaser as his/her Attorney-in-fact.

**WITNESS** the following signatures:

HAMPTON REDEVELOPMENT  
AND HOUSING AUTHORITY

Date: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Executive Director

Commonwealth of Virginia  
City of \_\_\_\_\_ to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, Executive Director, Hampton Redevelopment and Housing Authority. He is personally known to me or has produced \_\_\_\_\_ as proper identification.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

Purchaser

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

State of Virginia  
City/County of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_. He is personally known to me or has produced \_\_\_\_\_ as proper identification.

\_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision created and existing under the laws of the Commonwealth of Virginia, party of the first part, Seller, hereinafter known as “the Authority,” and \_\_\_\_\_, party of the second part, hereinafter referred to as “Purchaser.”

WHEREAS, the Authority and Purchaser have entered into a Purchase Contract and Amendment (collectively the “Purchase Contract”) whereby the Authority has agreed to sell and the Purchaser has agreed to purchase the real property located at \_\_\_\_\_, Hampton, Virginia (the “Property”); and

WHEREAS, as a condition of the sale, Purchaser has agreed to construct and build a residential home (the “Home”) on the Property; and

WHEREAS, the parties wish to set forth the terms and conditions for the construction of the Home.

NOW THEREFORE for the mutual consideration contained herein and the Purchase Contract, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Authority agrees to sell and convey the Property to Purchaser for the sum set forth in the Purchase Contract.
2. Purchaser shall construct a residential single-family detached home on the Property in conformance with the Design Criteria for newly

constructed houses as stated in Exhibit C and Exhibit D of the agreement and made a part of this agreement. Construction shall be in accordance with plans and specifications submitted by Purchaser and attached hereto as Exhibit C and made a part hereof. Any changes to the plans and specifications must be approved by the Authority in writing. Failure of the Purchaser to have the Authority approve any changes to the plans and specifications will be a default under the terms of this agreement. The Home must be constructed in accordance with the City of Hampton zoning ordinance and applicable building code regulations.

3. To ensure that the Home is built on the Property, Purchaser will execute a note and second deed of trust to be secured on the Property for \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) which represents the 25% of the cash sales price. In addition, the special warranty deed shall also contain a reverter clause that if the Purchaser does not comply with the Purchase Contract and the Development Agreement, the Property, at the Authority's option, shall revert back to the Authority and the Authority shall pay to Purchaser the sales price of \_\_\_\_\_ DOLLARS (\$). In the event Purchaser does not construct the Home in conformance with paragraph 2 and within the timeframe allotted in paragraph 6, the Authority will notify the Purchaser at

which time the Purchaser will have fifteen (15) days to be in compliance with paragraph 2. If at the end of thirty (30) days from notification, the Purchaser remains in default under Paragraph 2, the Authority has the right to seek injunctive relief. In addition, the Authority may initiate foreclosure proceedings under the note and deed of trust set forth in Paragraph 3 above. In either event, Purchaser would be liable to the Authority for any costs and expenses incurred by the Authority as a result thereof, including reasonable attorney's fees.

4. Should Purchaser default under this Agreement, thereby requiring the Property to be re-conveyed to the Authority, then in that event, the Authority would have the right to engage another builder to complete the Home. In such event, Purchaser would be liable to the Authority for any costs and expenses incurred by the Authority as a result thereof, including reasonable attorney's fees.
5. Purchaser shall commence construction of the Home within ninety (90) days of delivery of the deed conveying the Property to Purchaser, and shall complete construction of said Home within one year or three hundred sixty-five (365) days of delivery of deed.
6. Purchaser, except as otherwise provided herein, shall retain the interest it acquired in the Property until completion of the Home and shall not sell, lease, or transfer the interest acquired, or any part thereof, with the exception of any interest required for construction

financing. In the event Purchaser seeks bank construction financing, the Authority hereby agrees to subordinate to said construction loan.

7. Purchaser, in the event it has not commenced meaningful construction of the Home as required in paragraph 2 and within the timeframe allotted in paragraph 6, will forthwith, upon request by the Authority, re-convey the Property to the Authority for the sum of \_\_\_\_\_DOLLARS(\$\_\_\_\_\_). Such conveyance will be subject to any construction loan for construction of improvements on the Property secured by a deed of trust on the Property. Should Purchaser default under this Agreement, thereby requiring the Property to be re-conveyed to the Authority, then in that event, the Authority would have the right to engage another builder to complete the Home. In such event, Purchaser would be liable to the Authority for any costs and expenses incurred by the Authority as a result thereof, including reasonable attorney's fees.
8. The Authority, in the event construction of improvements has been commenced and has been completed on the Home, pursuant to the approved or amended plans and specifications, within the periods set forth in paragraph 6 above, will so certify to Purchaser.
9. All housing design plans are to be approved by the Authority as submitted by the Purchaser, subject to the review process for permitting.

10. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, Hampton Redevelopment and Housing Authority has caused this Agreement to be executed in its name and behalf by its duly authorized officer, and Purchaser has caused this Agreement to be executed in its name and behalf by its duly authorized agent.

HAMPTON REDEVELOPMENT  
AND HOUSING AUTHORITY

Date: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Executive Director

Commonwealth of Virginia  
City of \_\_\_\_\_ to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, Executive Director, Hampton Redevelopment and Housing Authority. He is personally known to me or has produced \_\_\_\_\_ as proper identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
Title

State of Virginia  
City/County of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_. He is personally known to me or has produced \_\_\_\_\_ as proper identification.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## EXHIBIT E

### REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Hampton Redevelopment and Housing Authority (the "Authority") and \_\_\_\_\_ having an address of \_\_\_\_\_ (the "Developer").

### RECITALS

A. The Authority has conveyed to the Developer that certain real estate described on Exhibit "A" attached hereto (the "Property") pursuant to a Deed of even date herewith between the Authority and Developer.

B. The Developer has agreed to construct certain Improvements on the Property in accordance with the guidelines and criteria set forth on Exhibit "C and D" (the "Improvements").

C. The Deed provides that if the Developer does not construct the Improvements as set forth in this Agreement, then the Property shall revert to the Authority.

D. NOW THEREFORE, in consideration of the transfer of the Property to the Developer and other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Developer agrees at its sole cost and expense to complete the construction of the Improvements in accordance with Exhibit B attached hereto by no later than \_\_\_\_\_, 2010 (the "Completion Date").

2. In the event the Improvements are not completed by the Completion Date, the Property shall revert to and thereafter become fee simple real estate owned by the Authority. Upon the request of the Authority, the Grantor will provide a general warranty deed to the Property in form and substance acceptable to the Authority evidencing the reconveyance of the Property.

3. During the construction of the Improvements, Developer will not place any additional liens or encumbrances on the Property except as consented to by the Authority. In that regard, the Authority agrees not to unreasonably withhold its consent to any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of the Improvements. In such an event, the Authority will enter into a Subordination Agreement in form and satisfactory to such lender. Upon completion of the Improvements satisfactory to the Authority, the Authority agrees to issue a letter acknowledging the release of the reverter rights described herein.

4. Developer's obligations hereunder are secured by that certain Deed of Trust of even date herewith executed by the Developer to Cynthia E. Hudson, Hampton City Attorney, as Trustee. In the event the Developer does not comply with the obligations set forth herein, the Developer shall be deemed to be in default under said

Deed of Trust and the Authority may afford itself of all remedies provided for thereunder including, without limitation, foreclosure under the Deed of Trust.

This Agreement shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of their successors and assigns.

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

This Agreement may only be modified or amended by a written agreement signed by authorized representatives of the parties hereto.

WITNESS the following signatures as of the year and date first above written.

**HAMPTON REDEVELOPMENT  
AND HOUSING AUTHORITY**

By: \_\_\_\_\_  
Frank A. Lofurno, Jr., Executive Director

Date: \_\_\_\_\_

**PURCHASER**

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

Date: \_\_\_\_\_