

OPTION AND REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS OPTION AND REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made, dated and effective as of April 7, 2020 (“Effective Date”), and is entered into by and between THE CITY OF VIRGINIA BEACH, VIRGINIA, a Virginia municipal corporation (“Optionor” or “Seller”), and KITTY HAWK WIND, LLC, an Oregon limited liability company (“Optionee” or “Purchaser”). The parties hereto shall be collectively referred to as the “Parties” and each individually as a “Party”, unless specifically identified otherwise.

RECITALS

A. WHEREAS, Optionor owns two parcels of real property located in Virginia Beach, Virginia, consisting of approximately 180 acres, as more particularly described and identified by Parcel Numbers 1484-45-8720 and 1484-67-5495, all as more particularly described on the attached Exhibit A attached hereto and incorporated herein (“Property”).

B. WHEREAS, Optionee desires to acquire an exclusive, irrevocable option to purchase approximately 20 acres of the Property as generally indicated in Exhibit B attached hereto and incorporated herein, together with access for cables, ingress and egress (“Premises”) from Optionor, and Optionor wishes to grant to Optionee an exclusive, irrevocable option to purchase the Premises from Optionor, on the terms and conditions set forth in this Agreement.

C. WHEREAS, Optionee intends to utilize the Premises for the Intended Use (as such term is hereafter defined) as part of its overall offshore wind energy project (the “Project”) in connection with Renewable Energy Lease Number OCS-A 0508 (“Renewable Energy Lease”) issued by the United States Department of Energy Bureau of Ocean Energy Management (“BOEM”).

AGREEMENT

NOW, THEREFORE, in consideration of the payment made by Optionee to Optionor, the mutual promises and covenants of the Parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Grant of Option.** Optionor hereby unconditionally and irrevocably grants, bargains, sells, and conveys to Optionee the exclusive and irrevocable right and option (“Option”) to purchase the Premises in one or more transactions, on the terms and conditions set forth herein. The Premises shall specifically include all of Optionor’s right, title and interest in and to any rights, licenses, privileges, and easements appurtenant thereto.
- 2. Option Term; Exercise of Option.** Optionee shall have five (5) years (“Initial Option Period”) from the Effective Date of this Agreement to exercise the Option hereunder (“Termination Date”). However, if the Optionee has progressed the Project during the Initial Option Period as defined below (“Progress in the Land”) the Initial Option Period may be extended by Optionee by five (5) years (“Extension Period”) from the Termination Date (“Extended Termination Date”) by written notice to Optionor delivered on or before 5:00 p.m. Eastern Time on the Termination Date (“Extension Notice”), so long as Optionee has never been in default under the terms of this Agreement, including the payment of any Installment Payment or Option Payment (as defined below). If the conditions for the Progress in Land have not been met, or a default has occurred, the Initial Option may only be extended by mutual agreement of the Parties. The Parties hereby agree that the Progress in the Land requirement shall be deemed satisfied upon Optionee’s delivery to Optionor, in conjunction with the Extension Notice, of written proof that Optionee has submitted a Construction and Operations Plan (“COP”) to the BOEM meeting all the

requirements of 30 CFR 585, as may be amended, including without limitation, the requirements of 30 CFR 585.626(a) & (b) and 30 CFR 585.627, which COP includes the Intended Use of the Property by Optionee in connection with construction and operation of the Project. Optionee may exercise the Option during the Extension Period and in connection with the Extended Termination Date in the same manner set forth above for the Initial Option Period and Initial Termination Date. Optionee may exercise the Option by providing written notice of exercise to Optionor by no later than 5:00 p.m. Eastern Time on the Termination Date or Extended Termination Date. If Optionee fails to exercise the Option by 5:00 p.m. Eastern Time on the Termination Date or Extended Termination Date, as applicable, then this Agreement shall automatically terminate and the Parties shall have no further duties, liabilities or obligations to each other hereunder.

3. Option Consideration. As consideration for the Option, Optionee shall make a payment of [REDACTED] to Optionor, payable within forty-five (45) days following the date of the last signature by either party to this Agreement and thereafter annually on the same date during the Initial Option Period or Extension Period. Of the said annual [REDACTED] payment, [REDACTED] shall be considered a non-refundable option payment (“**Option Payment**”) and [REDACTED] shall be considered a refundable installment payment, each to be held by the Escrow Agent as defined herein in Section 10.1 (“**Installment Payment**”). In the event the Option is exercised and Optionee proceeds to close the purchase of the Premises in accordance with this Agreement, two-thirds of all Option Payment and any Installment Payment shall be applied to and credited against the Purchase Price due at Closing (as defined below in Section 10). If Optionee does not exercise the Option as described herein or the Option otherwise expires or terminates, all Installment Payments made during the Initial Option Period, and, if applicable, the Extension Period, shall be refunded to Optionee within thirty (30) days of the termination of the Agreement and all Option Payments shall be delivered to Optionor. During the Initial Option Period or any Extension Period, Optionor shall not negotiate with any other party for the sale, purchase or license of any part of the Premises. Optionee shall have the right to exercise the Option or terminate the Option by written notice to Optionor during the Initial Option Period or the Extension Period, as applicable. Optionee shall have the right to exercise the Option in incremental purchases of the Premises provided this Agreement remains in effect and has not expired or been terminated. In the event of an incremental exercise of the Option, the Option Payment and Installment Payment shall be applied pro rata in the manner described above.

3.1 Status Reports. Quarterly during the Initial Option Period or any Extension Period, Optionee shall provide to Optionor a written report updating Optionor as to the status of the Project including status of the COP and any other regulatory approvals, and Optionee’s due diligence for the Project as it applies to the Premises.

4. Purchase Price. The purchase price for the Premises shall be the product of: [REDACTED] per acre of the Premises purchased.

5. Binding Obligation. Upon exercise of the Option, Optionee shall be obligated to purchase the Premises from Optionor and Optionor shall be obligated to sell the Premises to Optionee for the Purchase Price and in the manner set forth in this Agreement.

6. Subdivision. If necessary to legally transfer the Premises from Optionor to Optionee, or if Optionee, in its sole discretion, desires to partition or subdivide the Premises, Optionor and Optionee shall have until the end of the Option Term to obtain final approval from all relevant governmental authorities of a partition or other similar process necessary to create the Premises as a separate legal parcel that may be legally conveyed from Optionor to Optionee (“**Approval**”). All costs of obtaining such Approval shall be paid by Optionee. In the event the Parties fail to obtain the Approval prior to the expiration of the Option Term, Optionee may elect to terminate this Agreement. In the event of such termination, Optionee’s

Installment Payments will be returned to Optionee as described in Section 3 above and this Agreement shall be null and void and the Parties shall have no further duties, liabilities or obligations to each other hereunder.

7. **Access.** During the Option Term, and notwithstanding Section 11(d), Optionor shall provide Optionee and its employees, agents, consultants and contractors with full and complete access to the area of the Property reasonably anticipated to constitute the Premises for the purpose of undertaking and completing Optionee's due diligence review, including without limitation such investigations, surveys and assessments as needed to evaluate the development potential of the Property. Optionor shall provide Optionee with keys or card access to operate any locks or security devices located on the Property, including gate locks, to the extent necessary to access the Premises. In the event Optionee does not close on the purchase of the Property, or any portion thereof, Optionee shall restore the Property to the condition in which it existed prior to its entry onto the Property, upon the expiration or termination of this Agreement. Optionee expressly agrees to indemnify and hold harmless Optionor and shall require any of Optionee's contractors, subcontractors, agents and representatives ("Optionee Parties") accessing the Property to indemnify and hold harmless Optionor, from and against any and all claims, losses, damages, injuries, causes of action, costs and expenses (including reasonable attorney's fees) and liabilities (collectively, the "Losses") however caused, resulting from, arising out of, or in any way connected with the actions of the Optionee Parties, on the Property or in connection with the privileges herein granted. This Section 7 shall survive the expiration or earlier termination of this Agreement. Prior to any entry upon the Property by Optionee or Optionee's Representatives, Optionee shall deliver to Optionor a certificate evidencing that Optionee has in full force and effect a comprehensive general liability insurance policy insuring on an occurrence basis against claims for bodily injury (including death) and/or property damage, and specifically endorsed to include coverage for contractual liability, independent contractors and broad form property damage, having a minimum limit of One Million Dollars (\$1,000,000) per occurrence, combined single limit, and naming Optionor as an additional insured. Optionee shall keep such insurance in effect throughout the term of this Agreement.

8. **Conduct Until Closing; Cooperation.** From the date of this Agreement until the Closing Date (as defined below) or earlier termination of the Option, Optionor shall continue to maintain the Premises in substantially the same manner and condition which now exists, and shall pay all liens, property taxes and current installments of assessments coming due on the Property. Optionor shall reasonably cooperate with Optionee in signing applications for permits, licenses or government approvals or other instruments which Optionee deems necessary or advisable for purposes of its Intended Use and development of the Property in furtherance thereof, including those required for the Approval; provided, however, that the costs for obtaining such permits, licenses, instruments and approvals, including the reasonable out-of-pocket costs and expense incurred by Optionor in cooperating with Optionee, shall be paid by Optionee. Optionor understands and agrees that its cooperation in this regard is essential to successful development of the Premises by Optionee and to Optionee's rights hereunder, and Optionor shall use its best efforts to cooperate with Optionee to facilitate Optionee's ongoing due diligence with respect to the Premises during the Option Term.

9. **Purchaser's Objections to Title; Defects in Title.** Within ninety (90) days of the Effective Date ("Title Examination Deadline"), Optionee shall deliver to Optionor its written objections to any exceptions or conditions to title contained in a title binder or commitment ("Title Commitment") for the Premises obtained by Optionee from a title company ("Title Company") acceptable to Optionee or any matters ("Survey Matters") disclosed by a survey ("Survey") of the Premises. During the ninety (90) day period beginning on the date when Optionor receives the written objections from Optionee, Optionor may, but shall not be obligated to, correct or remove such title defect, exception or condition or such Survey Matters to which Optionee objected or cause the Title Company to delete such exceptions to title or issue an endorsement acceptable to Optionee insuring over any such matters. In the event Optionor fails to correct or remove such title defect, exception or condition or Survey Matters and to cause the Title Company

to delete such exceptions to title and to issue such endorsement within the time frame provided in the preceding sentence, Optionee, at Optionee's option, may elect to (i) terminate this Agreement, or (ii) accept the condition of title to the Premises and the Title Commitment with such endorsements as then exist and deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. Any exceptions or conditions to title which are not objected to by Optionee prior to the Title Examination Deadline and that are listed in the Title Commitment shall constitute "**Permitted Exceptions.**"

If Optionee exercises its Option under this Agreement, then on the Closing Date, Optionor shall deliver to Optionee an extended coverage owner's policy of title insurance issued by the Title Company selected by Optionee in the amount of the Purchase Price or such other amount as Optionee selects showing title to the Premises vested in Optionee ("**Title Policy**"), subject only to the Permitted Exceptions.

9.1 The exceptions specified in the Commitment, defined in Section 10.5(e), approved by Optionee, and such other encumbrances or defects as are permitted under this Agreement, if any;

9.2 Real property taxes and assessments, if any, that are not delinquent; and

9.3 Encumbrances on title created by, or on behalf of, Optionee.

9.4 This Agreement is made EXPRESSLY SUBJECT to the Design Guidelines for Princess Anne Commons ("**Design Guidelines**"), a copy of which are attached hereto as Exhibit C. However, notwithstanding anything to the contrary contained herein or therein, Optionor reserves the right to release, rescind, waive, amend, modify and/or delete at any time and in its sole discretion any or all of the provisions in the Design Guidelines. Optionee agrees that the Design Guidelines, as may be amended or modified by Optionor, will be included by reference in the deed or deeds conveying the Premises and must be made a part of any lease agreement, if any, for lease of improvements constructed upon the Premises and said lease agreement shall be executed, if any, by Optionee and any lessee prior to occupancy. To the extent any provision of the Design Guidelines precludes or materially interferes with the Intended Use, Optionor agrees to bring such offending provision to the appropriate governing body for consideration of waiver thereof with respect to the Premises. Nothing contained herein shall imply approval by the Optionor, or any other applicable governing body. Failure to obtain any such approval, release, waiver, amendment, modification or deletion shall entitle Optionee to terminate this Agreement, Optionor shall return any of the Installment Payment received to Optionee, and neither party shall have any further liability to the other under this Agreement, except as expressly provided herein.

10. Closing.

10.1 Time for Closing. If Optionee exercises its Option hereunder, the purchase and sale shall be closed ("**Closing**") in escrow at the Title Company's office within ninety (90) days after the date of Optionee's exercise of the Option ("**Closing Date**"), unless such time period is modified by the mutual agreement of the Parties. Optionor and Optionee shall deposit in escrow with an escrow agent selected by Optionee ("**Escrow Agent**") all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Optionor upon satisfaction of all conditions precedent to their disbursement as provided in the escrow instructions.

10.2 Condition to Closing. The following conditions shall be satisfied or waived prior to Closing:

10.2.1 Optionee shall have confirmed that Optionee's intended use of the Premises as a substation for the Project, and accessory uses and structures related thereto, including administrative office

support for the Project (“Intended Use”) is a permitted use under applicable zoning ordinances. Should the applicable zoning ordinances as written not permit one or all of the Intended Uses, Optionor agrees to bring a proposed amendment of the same to the appropriate governing bodies for consideration (“Proposed Amendment Action”).

(a) Optionee shall have submitted a final site plan for the development of the Premises acceptable to the Optionor for construction of improvements necessary for the Intended Use, said acceptance by Optionor not to be unreasonably withheld, conditioned or delayed.

(b) Optionee shall have submitted its site plan to the City.

(c) The Subdivision Plat shall be approved for recordation at or prior to Closing.

(d) Optionee has timely made each payment due under this Agreement.

10.3 Closing Costs.

10.3.1 Optionor’s Costs. At Closing, Optionor shall pay: (a) shall pay all expenses of preparation for the Deed, any Grantor’s taxes on the Deed, any recording tax or fees customarily paid by a Seller in Virginia Beach, Virginia, and all expenses, if any, for the removal of title defects, if Optionor agrees to remove such defects; (b) one-half (1/2) of all escrow fees and costs; and (c) Optionor’s share of the prorations described in Section 10.4 below.

10.3.2 Optionee’s Costs. Optionee shall pay: (a) , all title insurance premiums associated with the issuance of the title policy, survey costs and the fees and taxes for recordation of the Deed; (b) one-half (1/2) of all escrow fees and costs; (c) the cost of recording any other documents including those related with any Deed of Trust or other loan documents to be placed on the Premises by Optionee; and (d) Optionee’s share of the prorations described in Section 10.4 below.

10.3.3 Other Costs. Optionor and Optionee shall each pay their own legal fees and fees of their own consultants. Optionee shall be responsible for the costs of any surveys it desires. All other costs and expenses shall be allocated between Optionor and Optionee in accordance with the customary practice of Virginia Beach, Virginia.

10.4 Prorations; Credits.

10.4.1 Prorations. The following shall be apportioned with respect to the Premises, based on the number of days Optionor and Optionee each own the Premises in the month in which the Closing occurs and based on a three hundred sixty-five (365) day year, as of 12:01 a.m. Eastern Time on the Closing Date, as if Optionee were vested with title to the Premises during the entire day of the Closing Date:

(a) Taxes and assessments levied against the Premises; and

(b) All other expenses, fees and payments pertaining to the Premises and not specifically allocated in Section 10.3 above (other than insurance premiums, which shall not be prorated).

If any errors or omissions are made regarding adjustments or prorations, the Parties shall make the appropriate corrections promptly upon the discovery thereof. Any corrected adjustment or proration shall be paid in cash outside of escrow to the party entitled thereto. The obligations of the Parties

hereunder to correct adjustments or prorations shall survive the Closing and the execution, delivery and recording of the Deed (as defined below) and shall not be merged into the Deed upon its recording.

10.4.2 Method of Prorations. Notwithstanding anything contained in the foregoing provisions:

(a) Optionor and Optionee agree to prorate real estate taxes and assessments (together, “**Charges**”) charged or levies against the Premises for the period for which such Charges are assessed, regardless of when payable. Any roll-back taxes or other similar taxes assessed against the Premises at any time with respect to any period of time prior to the date of Closing hereunder (“**Optionor’s Rollback Taxes**”), together with any interest or penalties with respect to the Rollback Taxes, shall be paid by Optionor. Any Charges paid at or prior to Closing shall be prorated based upon the amounts actually paid. If Charges for the fiscal year in which Closing occurs have been determined but have not been paid before Closing, Optionor shall be charged and Optionee credited at Closing with an amount equal to that portion of such Charges that relates to the period before the Closing Date and Optionee shall pay the Charges. If the actual Charges are not known at Closing, the proration shall be based upon the most recent assessed values and tax rates. To the extent that the actual Charges paid differ from the amount apportioned at Closing, the Parties shall make all necessary adjustments by appropriate payments between themselves within thirty (30) days of the issuance of the final tax bills.

(b) Either party shall be entitled to a post-Closing adjustment for any incorrect proration or adjustments or proration based on an estimate, provided written notice thereof is given to the other party within six (6) months after Closing.

10.4.3 Survival. The obligations under Section 7 and this Section 10.4 shall survive Closing or the expiration or termination of this Agreement.

10.5 Closing. On the Closing Date, this transaction shall be closed as follows:

(a) The prorations described in Sections 10.3 and 10.4 shall be made and the parties shall be charged and credited accordingly;

(b) Optionor shall convey good and marketable title to the Premises to Optionee by general warranty deed (“**Deed**”) subject to no liens or encumbrances, other than the Permitted Exceptions and any other encumbrances approved by Optionee in writing;

(c) Optionor shall execute and deliver to Optionor a “non-foreign person” FIRPTA affidavit, in form reasonably acceptable to Optionee;

(d) Optionee shall pay to Optionor in cash or immediately available funds the total Purchase Price for the Premises, adjusted for the charges and credits set forth above; and

(e) The Title Company shall have delivered a commitment letter (“**Commitment**”) irrevocably committing the Title Company to issue the Title Policy described in Section 10 upon recordation of the closing documents.

(f) Optionor shall execute and deliver to Optionee assignment, assigning to the Optionee to the extent assignable, all certificates and other governmental licenses, permits and approvals, if any, affecting the Premises, or any portion thereof.

(g) Optionor shall execute and deliver to Optionee an affidavit stating that on the date of Closing, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Optionor or the Premises, that there have been no labor or materials furnished to the Premises for which mechanics', materialmen's or other liens could be filed, and that there are no unrecorded leases, contracts, easements or other unrecorded interests of any kind related to the Premises, which affidavit must be satisfactory to Optionee's title insurer.

10.6 Possession. Optionor will deliver possession of the Premises to Optionee on the Closing Date.

11. Representations and Warranties.

11.1 Optionor's Representations and Warranties. Optionor hereby represents and warrants to Optionee now, and as of the Closing Date, that:

(a) Neither Optionor nor any of its agents (including without limitation employees, directors, officers, shareholders or any other representatives of Optionor) has sold, assigned, transferred, leased, subleased, granted any option rights with respect to, or encumbered in any way any of Optionor's interest in or to the Property to or for the benefit of any party other than Optionee that has or will adversely impact Optionee's ability to purchase the Premises, its access thereto for cables, ingress, egress or its Intended Use thereof.

(b) Optionor, and the person(s) signing on behalf of Optionor, has full power and authority to execute this Agreement and perform Optionor's obligations hereunder, and all necessary action to authorize this transaction has been taken.

(c) To the best of Optionor's knowledge, no part of the Property is or has been used as a landfill, waste storage or disposal site, or for the storage or disposal of any chemicals, petroleum or oil products, asbestos, PCB's or other hazardous or dangerous wastes or substances, nor to the best of Optionor's knowledge have any such wastes or substances been released from or deposited on the Premises. To the extent not prohibited by applicable law and without waiving sovereign immunity, Optionor agrees to indemnify and hold harmless Optionee from and against any and all costs and expenses (including, without limitation, costs of remedial action or clean up), suffered or incurred by Optionee arising out of or related to the breach of any warranty of Optionor or any misrepresentation of Optionor set forth in this Section 11.1(c).

(d) Until the Closing Date, neither the Property nor any portion thereof is or shall be subject to any leases, tenancies or rights of persons in possession that does or will adversely impact Optionee's ability to purchase the Premises, its access thereto for cables, ingress, egress or its Intended Use thereof.

(e) Optionor has good and marketable fee simple title to the Property and any improvements on the Property.

(f) To the best of Optionor's knowledge, as of the date of this Agreement neither Optionor nor any of Optionor's employees or agents have received any written notice from any governmental agency alleging violations on the Property of any building codes, building or use restrictions, zoning ordinances, or rules or regulations relating thereto. If, during the Option Term, Optionor receives any written notice or citation of any alleged violation of any statute, code or ordinance with respect to the Property or Optionor's use thereof, Optionor shall promptly provide Optionee with a true and correct copy thereof.

(g) Optionor hereby agrees that it will not impose any further regulations against the Property from the date of this Agreement until the Closing Date as defined in Section 10 that will adversely impact Optionee's ability to purchase the Premises, its access thereto for cables, ingress, egress or its Intended Use thereof.

(h) To the best of Optionor's knowledge, there is no pending or threatened litigation relating to the Property.

(i) To the best of Optionor's knowledge, there is no pending or threatened eminent domain or condemnation of the Property or any portion thereof.

(j) To the best of Optionor's knowledge, there are no special assessments which have been levied against or are proposed for the Property.

(k) This Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Optionor is a party or which is binding upon the Property or Optionor in any way that will adversely impact Optionee's ability to purchase the Premises, its access thereto for cables, ingress, egress or its Intended Use thereof, as contemplated by this Agreement.

As used in this Agreement, the terms "knowledge" or "actual knowledge" shall mean the actual, not constructive, knowledge of Optionor, without any special or further investigation.

11.2 Optionee's Representations and Warranties. Optionee hereby represents and warrants to Optionor now, and as of the Closing Date, that:

(a) Optionee has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement and the consummation of the transaction contemplated by this Agreement will not violate any other agreement to which Optionee is a party or which is binding upon the Optionee.

(c) Optionee is an Affiliate (as such term is hereafter defined) of Avangrid Renewables, LLC, the tenant under the Renewable Energy Lease.

12. Covenant. Optionor hereby covenants to and for the benefit of Optionee that neither Optionor nor any of its agents (including without limitation employees, directors, officers, shareholders or any other representatives of Optionor) shall contract with any other party to sell, assign, transfer, lease, sublease, grant any option rights with respect to, or encumber in any way all or any portion of the Property for the term of this Agreement. Optionor shall have such right to contract with another party to sell, assign, transfer, lease, sublease, grant any option rights with respect to, or encumber in any way any portion of the Property so long as it does not impact Optionee's purchase of the Premises, its access thereto for cables, ingress, and egress, or its Intended Use thereof.

13. Damage or Destruction. If prior to the Closing Date, the Premises shall be destroyed or materially damaged by casualty, or if all or a material portion of the Premises is or becomes the subject of a condemnation proceeding, this Agreement, at the option of Optionee, shall become null and void, any escrow then established shall be cancelled and any Option payments paid hereunder by Optionee to Optionor shall be promptly refunded in full to Optionee.

14. **Default and Remedies.** In the event Optionee exercises the Option but fails to close this transaction, or otherwise defaults under the terms of this Agreement, including but not limited to, Optionee's failure to timely make any payment due under this Agreement, Optionor's exclusive remedy shall be to terminate this Agreement and to retain all sums previously paid to Optionor by Optionee as liquidated damages. **SUCH AMOUNT HAS BEEN AGREED BY THE PARTIES TO BE REASONABLE COMPENSATION AND THE EXCLUSIVE REMEDY FOR DEFAULT, SINCE THE PRECISE AMOUNT OF SUCH COMPENSATION WOULD BE DIFFICULT TO DETERMINE.** The parties are initialing this paragraph below for purposes of acknowledging and agreeing to such liquidated damages provisions. In the event Optionor should fail to close this transaction (other than as a result of Optionee's failure to exercise the Option), Optionee shall be entitled to a refund of the option consideration and other amounts paid to Optionor under this Option (if any), upon demand.

Initials of Optionor: _____ Initials of Optionee: _____

15. **No Consequential Damages.** **NO PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND WHETHER SUFFERED BY THE OTHER PARTY OR BY ANY THIRD PARTY, UNDER OR IN RESPECT TO THIS AGREEMENT OR FOR ANY FAILURE OR PERFORMANCE RELATED TO THIS AGREEMENT HOWSOEVER CAUSED.**

16. **Jury Trial Waiver.** Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

17. **Plan Approvals.** Prior to Closing and as a condition thereof, Optionee shall submit to Optionor for its approval three (3) copies of each of the following plans for construction of its facilities on the Premises (the "Plans"): site and E & S, building design, sign, landscaping, architectural elevations, and all other plans required by Article VI of the Design Criteria. The Plans shall not thereafter be altered or changed in any material way without the prior written approval of Optionor. In the event that the Plans cannot reasonably be completed prior to Closing, Optionor may waive approval as a condition of Closing, but in no event shall Optionee begin any construction or landscaping activity upon the Premises until the Plans have been approved by Optionor. Optionor agrees not to unreasonably withhold, condition or delay its approval of or consent to the Plans.

18. **Entire Agreement.** This Agreement, including all exhibits attached hereto, supersedes any and all agreements between the Parties hereto regarding the Premises which are prior in time to this Agreement.

19. **Time.** Time is of the essence of this Agreement.

20. **Notices.** All notices (including notice of exercise of the option), demands or other communications required or permitted to be given hereunder shall be given by delivering the same in writing either by hand delivery or by reliable overnight international or national courier, as needed (such as Federal Express) to the addressee's mailing address set forth below. Either party may change its mailing address by giving written notice to the other party. If given by reliable overnight courier, notice shall be deemed given on the sooner of actual receipt or two (2) business days after it is deposited with such courier service for international delivery and one (1) business day after it is deposited with such courier service for delivery within the United States. The Parties' respective addresses for notices are as follows:

If to Optionor:

City of Virginia Beach
Attention: City Manager
Municipal Center – Bldg. 1
2401 Courthouse Drive, Room 234
Virginia Beach, Virginia 23462
Telephone No.: (757) 385-4242

With a copy to:

Office of the City Attorney
Municipal Center, Building 23
2473 North Landing Road
Virginia Beach, Virginia 23456
Telephone No.: (757) 385-8054

If to Optionee:

Kitty Hawk Wind, LLC
c/o AVANGRID RENEWABLES, LLC
Attn: Contracts Administration
1125 NW Couch, Suite 700
Portland, Oregon 97209
Telephone No.: (503) 796-7000

With copy to:

Kitty Hawk Wind, LLC
c/o AVANGRID RENEWABLES, LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, Oregon 97209
Telephone No.: (503) 796-7000

21. Amendments. This Agreement may be amended or modified only in writing signed by both Optionor and Optionee.

22. Memorandum of Option. Concurrent with the execution and delivery of this Agreement, Optionor and Optionee shall execute, acknowledge and deliver a memorandum of option in substantially the form of **Exhibit D** attached hereto (“**Memorandum of Option**”), and Optionee shall promptly record the Memorandum of Option in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia (“Clerk’s Office”) and pay the recording costs therefor. In the event Optionee fails to close on the purchase of all or a portion of the Premises on or before the expiration or termination of this Agreement, Optionee shall promptly file a termination and release of the Memorandum of Option in the Clerk’s Office, at Optionee’s sole cost and expense.

23. Estoppel Certificate. From time to time during the Option Term, and in any event within fifteen (15) days after the request of Optionee, Optionor shall execute and deliver to Optionee an estoppel certificate in a form satisfactory to Optionee (“**Estoppel Certificate**”).

24. Assignment. Optionee shall have the right, with Optionor’s prior written consent, to assign or otherwise transfer all or any portion of its rights and interests under this Agreement, including without

limitation any right or interest Optionee has in and to the Premises and the Premises. Optionee shall have the right, without Optionor's prior written consent, to assign or otherwise transfer all or a portion of its rights and interests under this agreement to an Affiliate of Optionee for the Intended Use. An "Affiliate" shall be an entity controlled by, controlling, or under common control with Optionee. In any event, Optionee shall provide Optionor with notice of any such assignment or transfer. The assignee shall expressly assume the obligations of Optionee under this Agreement and such assignment shall not release the original Optionee from its obligations hereunder arising from and after the date of such assignment.

25. Brokerage Fees – Lien Claims. Each party represents and warrants to the other that there are no claims for brokerage commissions, land commissions, finders' fees or other similar charges in connection with the transactions contemplated by this Agreement arising by or through such party.

26. Miscellaneous. Any reference to "days" means consecutive calendar days. Where the day for performance hereunder falls on a weekend or holiday the date for completion of performance shall be extended to the next business day. This Agreement shall be construed in all respects under the laws of the Commonwealth of Virginia. Venue for any dispute under this Agreement shall be a court of competent jurisdiction in the City of Virginia Beach, Virginia. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. Section headings have been included solely for convenience and shall not be considered a part of this Agreement for any purpose relating to the interpretation or construction of its terms. All representations, warranties and covenants contained in this Agreement or in the exhibits attached hereto shall fully survive the Closing Date and shall not be deemed merged in any deed or assignment given in connection with the Closing. Neither the waiver by any party to this Agreement of any breach of any agreement, covenant condition or provision hereof, nor the failure of any party to seek redress for violation of, or to insist upon strict performance of, any such agreement, covenant, condition or provision shall be considered to be a waiver of any such agreement, covenant, condition or provision or of any subsequent breach thereof. In the event any provision of this Agreement is declared invalid or is unenforceable for any reason, such provision shall be deleted from this Agreement and shall not invalidate any other provision contained in this Agreement.

27. Confidentiality. Optionor understands and acknowledges the importance to Optionee of maintaining confidentiality with regard to this transaction. Optionor hereby covenants and agrees that it shall treat as confidential any materials delivered to Optionor by Optionee marked "CONFIDENTIAL AND PROPRIETARY" in connection with the terms of this Agreement if the City Attorney for Optionor agrees that such materials are confidential and proprietary. If the materials are not determined to be confidential and proprietary Optionor shall, at the direction of Optionee either (i) return the materials to Optionee or retain those materials. Optionor agrees that unless it is required to do so by applicable law, including but not limited to the Virginia Freedom of Information Act, that it shall not disclose any confidential or proprietary information received from Optionee to any other person or entity without the prior written consent of Optionee in each instance.

28. Counterparts. This Agreement, including the exhibits requiring signatures attached hereto, may be executed and delivered in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

29. Interest in Real Property. This Agreement and the Option created hereby shall be deemed an interest in and encumbrance upon the Property and the Premises which shall run with the land and shall be binding upon the Property and the Premises, and Optionor and its successors and assigns and shall inure to the benefit of each of the Parties hereto and their respective successors and assigns. Any rights not expressly granted to Optionee hereunder are reserved unto Optionor.

(BALLPARK)

30. Negation of Agency, Partnership. Optionor's agreement to cooperate with Optionee pursuant to Section 9 and any other provision of this Agreement shall not be construed as making either party an agent, partner or joint venturer of the other party or create any other employment or business relationship between the parties and shall not be construed as preventing Optionor from exercising its statutory authority.

31. Exhibits. The following exhibits are attached to this Agreement and by this reference are incorporated herein:

- Exhibit A** - Legal Description of Property
- Exhibit B** - Conceptual Sketch of Premises
- Exhibit C** - Design Guidelines for Princess Anne Commons
- Exhibit D** - Memorandum of Option

[SIGNATURES ON FOLLOWING PAGES]

OPTIONOR:

CITY OF VIRGINIA BEACH,
a municipal corporation of the
Commonwealth of Virginia

By: [Signature]
Printed Name: Ronald H. Williams, Jr.
Title: City Manager / Authorized Designee
Kenneth L. Chandler

ATTEST:

[Signature]

City Clerk / Authorized Designee

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

The foregoing instrument was acknowledged before me this 30th day of MARCH,
2020, by KENNETH B. CHANDLER, City Manager / Authorized Designee of the City Manager of
the City of Virginia Beach, a Virginia municipal corporation, on its behalf.

My Commission Expires: 4/30/22
My Registration Number: 7780238

[Signature]
NOTARY PUBLIC

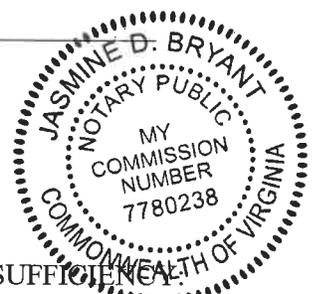


COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

The foregoing instrument was acknowledged before me this 30th day of MARCH,
2020, by AMANDA BARNES, City Clerk / Authorized Designee of the City Clerk of the City
of Virginia Beach, a Virginia municipal corporation, on its behalf.

My Commission Expires: 4/30/22
My Registration Number: 7780238

[Signature]
NOTARY PUBLIC



APPROVED AS TO CONTENT:

[Signature]

Economic Development

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]

City Attorney

Exhibit A

(LEGAL DESCRIPTION OF PROPERTY)

APPROXIMATELY 20 (TOTAL) ACRES OF THE FOLLOWING TWO PARCELS:

GPIN: 1484-67-5495:

ALL THAT certain lot, piece or parcel of land, lying, situate and being in the City of Virginia Beach, Virginia, being known, numbered and designated as "PARCEL B", as shown on that certain plat entitled: "RESUBDIVISION AREA II RESIDUE OF TRACT 1, PARCEL 1 (M.B. 306, PGS. 13-16) AND A PORTION OF RESIDUE OF TRACT 1, PARCEL 4 (INST.# 200408050122611) PROPERTY OF THE CITY OF VIRGINIA BEACH, VIRGINIA BEACH, VA (D.B. 3475, PG. 497) (M.B. 306, PG. 13-16) (PLAT INST. #200408050122611) VIRGINIA BEACH, VA", dated September 15, 2015, prepared by MidAtlantic, and duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, as Instrument Number 20151222001225680.

IT BEING a portion of the same property conveyed to the City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia, by deed from NationsBank of Virginia, N.A., dated February 15, 1995, and duly recorded in the aforesaid Clerk's Office in Deed Book 3475, at page 497.

GPIN: 1484-45-8720:

ALL THAT certain lot, piece or parcel of land, lying, situate and being in the City of Virginia Beach, Virginia, being known, numbered and designated as "PARCEL 7 AREA = 3,918,002. SQ. FT. = 89.95 ACRES (INCLUDING CEMETERY) GPIN NO. 1484-45-8720", as shown on that certain plat entitled: "PLAT SHOWING PROPERTY TO BE CONVEYED TO THE CITY OF VIRGINIA BEACH FROM NATIONS BANK OF VIRGINIA N.A. KEMPSVILLE AND PRINCESS ANNE BOROUGH VIRGINIA BEACH, VIRGINIA", dated February 14, 1995, and prepared by Survey Bureau Engineering Division Department of Public Works City of Virginia Beach, Virginia, and duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 241, Pgs. 26-34.

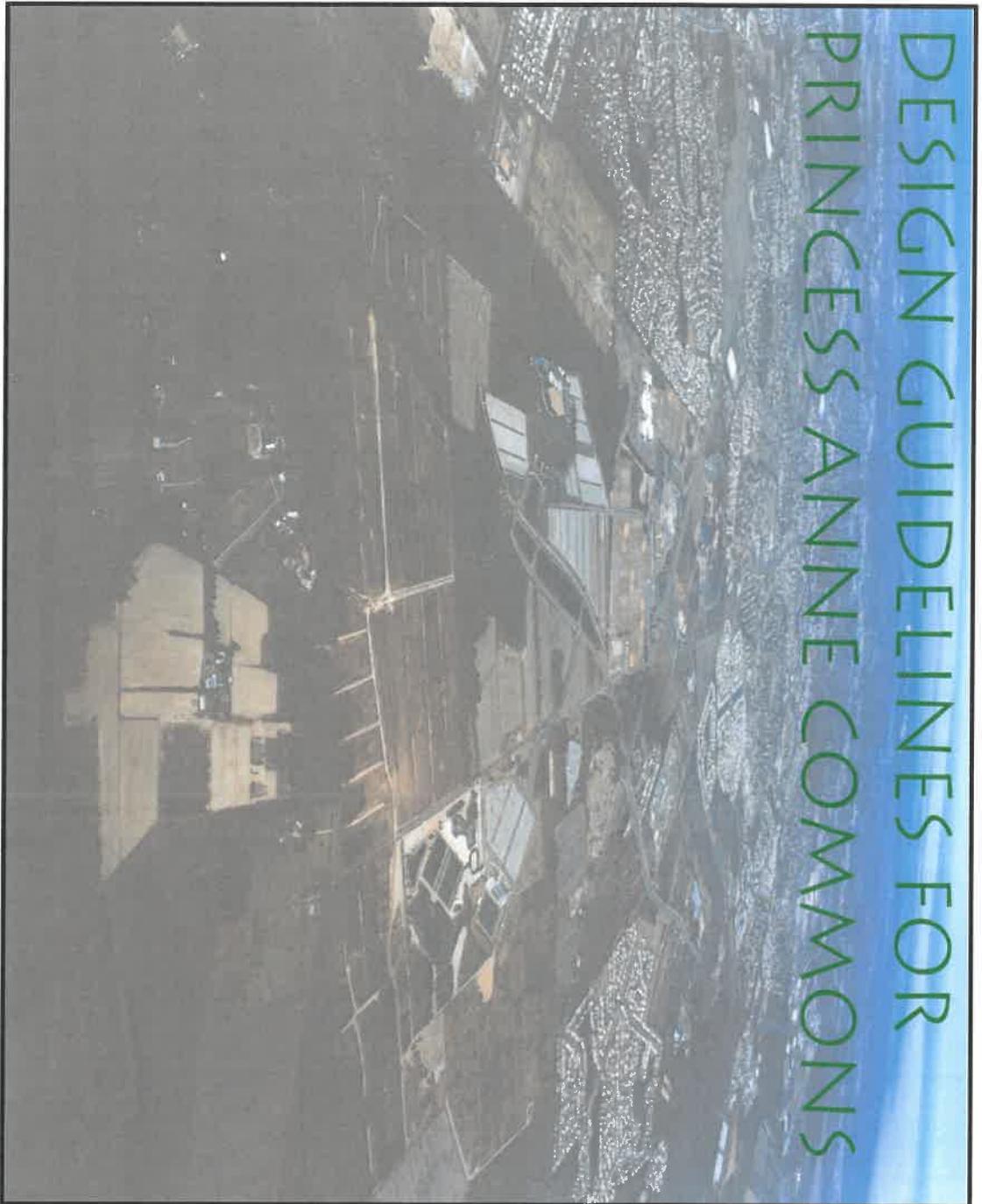
IT BEING a portion of the same property conveyed to the City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia, by deed from NationsBank of Virginia, N.A., dated February 15, 1995, and duly recorded in the aforesaid Clerk's Office in Deed Book 3475, at page 497.

(BALLPARK)

Exhibit C

(ATTACH DESIGN GUIDELINES FOR PRINCESS ANNE COMMONS)

DESIGN GUIDELINES FOR PRINCESS ANNE COMMONS

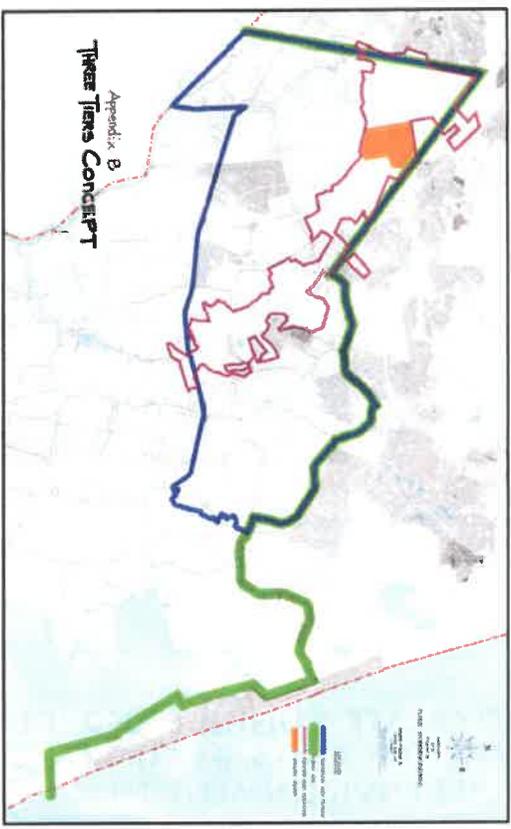


JANUARY 25, 2002

TO CREATE A UNIQUE AND IDENTIFIABLE PLACE WITH ATTRACTIVE, EXCITING, EFFICIENT AND SAFE COMPONENTS TO ENHANCE THE CONSISTENCY OF THE BUILT ENVIRONMENT THROUGHOUT PRINCESS ANNE COMMONS.

I. INTRODUCTION

Princess Anne Commons is a large contiguous tract of land (outlined in purple) that lies within the Transition Area (outlined in blue). The Princess Anne Commons is primarily publicly owned encompassing a wide array of interesting and diverse activities that advance the City's objectives of enhancing its economic vitality and creating an economically vibrant center for a community for a lifetime.



II. INTENT

Public and private improvement

III. GATEWAYS

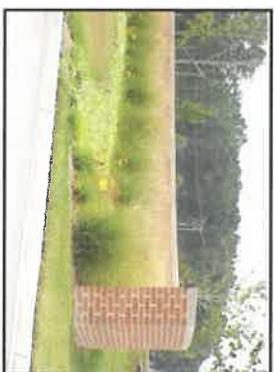
A. Princess Anne Commons Entrance Treatment

Just as your home or business should have an identifiable entrance so do our communities. We should not ignore or neglect what is likely a first impression of our guests, customers and neighbors to Princess Anne Commons. Through proper design our entrance should signal the end of travel and the beginning of a new and different experience. This entrance or gateway treatment should provide a strong sense of arrival and become a signature of Princess Anne Commons.

Identification of gateway locations is crucial to the design of the gateways themselves. The gateways are an essential component of directing residents and visitors to Princess Anne Commons. A location for a visitor information center housing a map of Princess Anne Commons Area and the venues should be identified. Municipal Gateways as identified in the Municipal Center Master Plan might also be used as a gateway treatment for the entrance into Princess Anne Commons from North Landing Road.

A pedestrian overpass built over Princess Anne Road prior to entering the Princess Anne Commons area should be regarded as a significant entry feature and its design should be of the highest caliber.

The use of brick based on the brick tradition established at the old county courthouse and City Municipal Center has been reinforced throughout Princess Anne Commons with curved brick walls used continually as a recurring theme.



I. Gateway Landscaping

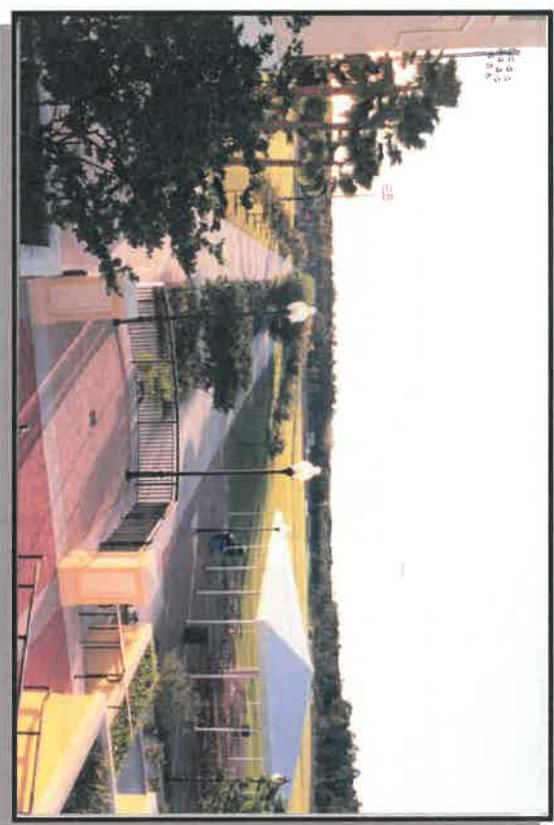
Landscaping at the major gateways should convey a sense of arrival to visitors and should help establish a theme that can be repeated throughout Princess Anne Commons. The A sense of arrival can be achieved through the use of simple landscaping layout with large masses of trees, shrubs, and perennials. Large masses of brightly colored annual flowers should be incorporated into the landscaping, especially near entry signage, and evergreen plants should be placed to provide a background for gateway elements and to help direct views. The Princess Anne Commons landscape theme should begin at the major gateways with consistent plant species and flower colors, consistently treated hardscape features, such as pedestrian lights, banners, and pavement treatments, and an indication of a higher level of maintenance and attention to detail for this special area of the City.

B. Venue Treatments

Once our guest passes the gateway their visual senses should be engaged by attractive street tree plantings, light fixture types, street furniture, banners, public art, etc. that provide elements of consistency and area identity to promote a sense of place. Each unique entrance sign into a venue should be mounted on a standard brick base designed to reinforce that these attractions are all within Princess Anne Commons.

1. Venues Landscaping

Smaller masses of the same brightly colored annual flowers and other landscaping used at the major gateways should be repeated at the entrances to the venues. This landscaping should be arranged to accent the entrance treatments for the venues and should be repeated at significant areas within the venue. Different venues should be compartmentalized through the use of landscape buffers to help facilitate individual identities for these areas within Princess Anne Commons. Wherever possible, stands of native trees should be preserved and utilized as buffers and windbreaks. Once inside a venue, the intended use of that area should dictate the character, whether formal or festive, of the landscaping. For example, the Princess Anne Park venue would lend itself to an informal landscape, with natural tree and shrub groups and more random placement of landscape elements. The Municipal Center would appropriately continue have a much more formal landscape theme.



Landscaping used to enhance open playing fields

IV. CONNECTIONS & LINKAGES

Travel corridors should provide variety and rhythm consistent with the intensity and type of adjacent uses.

The roadway and streetscape configuration shall allow for future land use development as well as to efficiently carry vehicles and enhance the pedestrian experience. Attention to detail at key intersections would incorporate the use of brick pavers, stamped asphalt or concrete for pedestrian crosswalks.

We need to prepare for a variety of vehicular and non-vehicular movement. Roads for vehicles such as automobiles, trolleys, buses (regular & battery operated), golf carts and horse & carriages. Limited on-street parking will be allowed within close proximity to venues.

Asphalt multi-purpose trails ten to twelve feet in width to accommodate pedestrians, joggers, rollerbladers, bicycles, or other forms of non-motorized vehicles should be incorporated into site plans. All pedestrian pathways shall be designed in accordance with AASHTO standards.

Sites for pedestrian shelters should be located throughout the Princess Anne Commons area.

Small nodes or parkettes should be designed along trail routes to allow for rest stops.



Brick pavers



Buggy



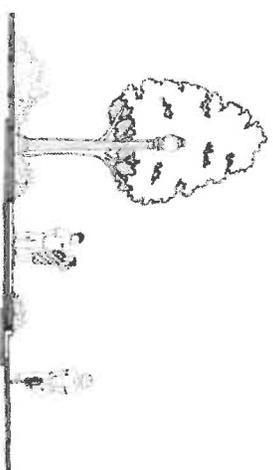
Pedestrian shelter



Brick Pedestrian Overpass

A. Connections & Linkages Landscaping

Consistency in landscape treatment should be an important part of the design of both pedestrian and vehicular linkages in Princess Anne Commons. Typically, landscaping of circulation corridors tends to be linear in arrangement, paralleling the direction of traffic flow. As outlined in the Princess Anne Corridor Planning Study, Princess Anne Road will be landscaped with a more informal plant arrangement at the northern end near the existing Princess Anne Park area and transition to a more formal, regimented landscape arrangement as one gets closer to the Municipal Center. This same site-specific approach should be used for other circulation landscaping in Princess Anne Commons. The formality of landscape arrangement should be based upon the formality of the intended uses of connected spaces. Attention should also be given to providing a transition of landscaping from Princess Anne Commons to the different land uses around Princess Anne Commons.



V. LIGHTING

Three types of lighting styles can be found within Princess Anne Commons: street lighting, pedestrian scale lighting, and parking lot lighting (see photos below for examples).

The standard street light fixture used on Dam Neck Road should be used throughout Princess Anne Commons. This type of fixture is lighter in color to blend in with the sky, could be easily enhanced with banners (similar to General Booth Boulevard by the Marine Science Museum) and focuses its light on the road rather than lighting up the sky.

The use of pedestrian scale lighting is currently found at the Municipal Center Complex and various private developments adjacent to Princess Anne Commons. The type of lighting style found at the Municipal Center is colonial in design with a standard black finish. Additional pedestrian lighting proposed for other venues in the Princess Anne Commons area would be a Dominion Virginia Power acorn style fixture with a top cap in the standard black finish, similar to fixtures used at the resort area and the Central Business District. In pedestrian areas, the attachment of street blades and use of hanging planters or banners to the fixture poles would be encouraged. Location of pedestrian scale lighting would be at key areas (commercial, plazas, etc.) rather than a continual row along a roadway.



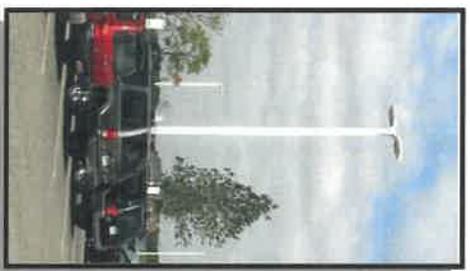
Standard street light fixture



Pedestrian scale light fixture (Acorn style)



Bollard light fixture



Parking lot light fixture

Bollard lighting may be used where appropriate to assist in deterring vehicular traffic from pedestrian areas. Bollard lighting may also be used for evening illumination of walking paths.

A variety of parking lot light fixtures can be seen throughout Princess Anne Commons. Parking lot fixtures should be scaled down in height to approximately 14 feet to light only the parking lots and not the skies or adjacent areas. Color of poles should blend in with the surrounding area.

A. Characteristics of Lighting for Princess Anne Commons Area

1. Provides adequate light for the intended task but never over lights.
2. Uses “fully” shielded lighting fixtures, fixtures that control the light output in order to keep the light in the intended area.
3. Lighting fixtures carefully installed to maximize their effectiveness on the targeted property and minimize their adverse impact beyond the property borders.
4. Fixtures have high efficiency lamps, while still considering the color and quality as essential design criteria.

B. Landscaping and Lighting

There are two landscape issues related to lighting in Princess Anne Commons. The first, which is common sense, but is sometimes overlooked, is that landscape elements should be placed so they do not interfere with street or pedestrian lighting. Mature sizes of plants should be taken into account when designs are done. The second is that, due to the large scale of some light fixtures in Princess Anne Commons, tall evergreen buffers should be used to protect nearby residential areas from light pollution. Evergreen buffers may also be required between different use areas to ensure that tall lights are not troublesome to the neighboring venues.

VI. SIGNS, GRAPHICS AND INFORMATION SYSTEM

Directional signage provides a clear, unified, information system throughout Princess Anne Commons for both vehicular traffic and pedestrians in selected areas. Removal of designated existing signs would limit inconsistencies. Street signs should be mounted on light fixtures in designated pedestrian areas. Roadway signs are to be standard for safety purposes and easy for travelers identification in accordance with the “Manual for Uniform Traffic Control Devices” (M.U.T.C.D.).



Examples of signs at the Municipal Center



Street blade attached to pedestrian scale light fixture



Example of an attractive variable message or information sign

Each unique entrance sign into a venue should be mounted on a signature brick base with accent stripe designed to reinforce that these attractions are all within Princess Anne Commons. The height and width of venue signs should be in accordance with the zoning ordinance.

An information sign is to be located in the Princess Anne Park vicinity as part of the gateway treatment into Princess Anne Commons. This information sign should be placed within a visitor shelter with short term parking adjacent to the structure. Venue locations, events scheduled and special announcements should be provided on the information sign. The Princess Anne Commons' LOGO and/or the colors should be incorporated into the graphics package and signs throughout the area.

A. Signage Landscaping

Major signage should be enhanced through the use of simple, but colorful landscaping. Brightly colored landscaping should be used to attract motorists' attention to these larger signs, and the use of a simple layout will help ensure that the sign is the focal point. If the sign is to be viewed only from one direction, a background evergreen planting can be used to further emphasize the sign as a focal point, and to screen out views beyond. With the exception of background planting, all plants used around a sign should mature at a height that still allows clear visibility of the sign as well as any architectural base elements.

VII.

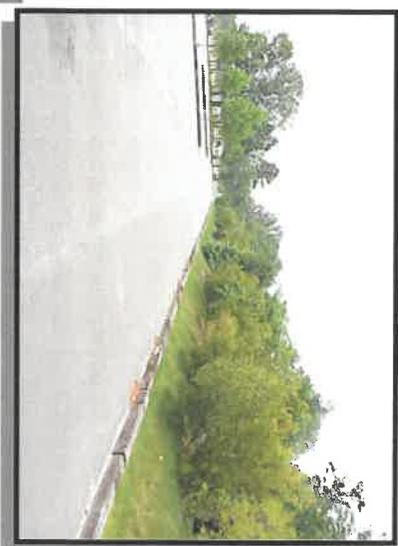
PARKING

A. Existing Parking Areas

Existing parking areas should be paved but use, turnover and environmental impacts should be considered. Retrofit existing parking to provide additional landscape buffers along the perimeter as well as the interior of the lot. Pedestrian connections should be made where appropriate. Share usage between venues should also be implemented.

B. Layouts for New Parking Areas

When parking lots are planned, they should contain a maximum of 100 parking spaces in order to promote the concept of shared use parking and chambered lots (parking areas divided into smaller sections with landscaping around its perimeter spaced to encompass a structure).



Existing parking with berms as buffer at the perimeter.



Shared use parking area



Chambered lots

Refer to the Lighting Section for lighting of parking lots.

Parking groves for overflow may begin as unpaved but as needs for parking increase these areas are to be paved and landscaping provided similar to the chambered lots.

Pedestrian walkways connecting parking areas to buildings, venues or other parking areas should be provided especially along perimeters.

Landscape islands should be a minimum of 350 square feet. Larger islands are encouraged to incorporate the use of low brick walls as defining features at street entrances and along the perimeter. Public art may be used also. Larger islands are encouraged as a means for stormwater management in addition to landscaping. In ground sprinkler systems located in landscape islands provide care for plant materials.

Walkways should be separated from vehicular traffic by wide landscape buffers.

1. Landscaping of Parking Areas

Landscaping for parking areas should be strategically located to provide visual relief, shading of the lot, green areas and screening from neighboring properties.



Walkway between landscaped perimeter and parking



Pedestrian cross walk enhanced by asphalt pavers

VIII. CONSISTENT STREET SCAPE ELEMENTS

A. Banners /Flags

1. used to distinguish areas
2. some temporary
 - a. promote special events
3. some permanent
 - a. American flag, city/state flags
4. strapped to street lights



Banners on light fixture.

B. Public Art

1. Sculptures
 - a. sports
 - b. music / entertainment
 - c. academics



Street furniture

C. Street furniture

1. benches
2. picnic tables
3. trash receptacles
4. bike racks
5. bus shelters



Sculpture



Bicycle racks in use

D. Vendors

1. pre-selected locations
2. Health department standards must be met
3. not permanent structure
4. standard configurations of carts
5. hook-ups required
 - a. ex. Water, electrical
6. used as a fund raising for various non-profit groups



Vendor cart



Fountain feature

IX. ADDITIONAL LANDSCAPING ELEMENTS

Whether formal or informal, a rhythm should be created through the placement of landscape elements, such as trees, light poles, and benches. At areas of importance along the corridor, such as plazas or intersections, the landscaping treatment should be intensified to reflect the intended use. Examples would be a shady grove of trees around an informal seating area along a multi-purpose trail, or flowering trees and beds of annual flowers at an intersection of several trails. Earlier in these guidelines, the importance of intensified landscaping at gateways and entrances to various use areas has been mentioned.

Wherever possible, preference should be given to preserving the naturally occurring mature woodland in Princess Anne Commons in lieu of clearing and re-planting trees. This is especially important in a multi-use trail system where being able to enjoy flora and fauna is a desirable part of the experience



Formal landscaping at Municipal Center

A. Storm Water Management as a Landscape Feature

Where ever possible the design of storm water retention and detention systems should support our open space or landscape. Stormwater management facilities should have irregular features versus geometric features, no boxed shapes. Plant material should be used to soften the appearance and blend in with the natural features. Where practical, fountains, benches and pedestrian paths should be incorporated into the design. Chain link fences are not encouraged as an enclosure around storm water management pond facilities and should be avoided.

B. Open Space

Open space should be included as part of development and located to create a continuous connector park.

Both passive and active recreation areas are encouraged for use in open space areas.



Trellis

X. GENERAL ARCHITECTURE

Placement of a building on a site and its aesthetic appeal are important in design. The relationship of a building to its surrounding are conveyed through scale, mass, height and proportion. Within Princess Anne Commons the design elements of a structure must assist in maintaining the character of the area. Brick elements should be introduced in building facades. Entrances into buildings should provide orientation and be highly visible. Street facing windows (fenestration) are encouraged. Incorporate wall plane projections or recesses when confronted with long lengths of a wall. Lighting should be designed as an integral part of the building's architecture.

XI. IMPLEMENTATION OPTIONS

Develop a lighting review plan as an amendment to the zoning ordinance.

Establish an overlay district to achieve the objectives of these design guidelines.

Use an existing committee or establish a new committee to review incoming projects.

XII. REFERENCE MATERIALS

City of Virginia Beach Comprehensive Plan

Princess Anne Corridor Study

Virginia Beach Outdoors Plan

City of Virginia Beach Public Facilities: General Aesthetic Guidelines

City of Virginia Beach Crime Prevention Through Environmental Design (CPTED)

City of Virginia Beach Retail Establishments and Shopping Centers Ordinance Guidelines

Exhibit D

(MEMORANDUM OF OPTION)

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
ATTN: Susan M. Bonello
225 South Sixth Street
Minneapolis, MN 55402-4629
Tel. 612-604-6676

(Space above this line for Recorder's use only)

**MEMORANDUM OF OPTION
AND
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Memorandum of Option and Real Estate Purchase and Sale Agreement (this "**Memorandum**") is made as of this ___ day of _____, 2020, by and between **THE CITY OF VIRGINIA BEACH**, a municipal corporation of the Commonwealth of Virginia ("**Optionor**"), ("**GRANTOR**" for indexing purposes), whose address is _____, and **KITTY HAWK WIND, LLC**, an Oregon limited liability company ("**Optionee**") ("**GRANTEE**", for indexing purposes), whose address is c/o **AVANGRID RENEWABLES, LLC** ("**GRANTEE**", for indexing purposes), Attn: Contracts Administration, 1125 NW Couch, Suite 700, Portland, Oregon 97209, who agree as follows:

1. **Option Term and Property.** Pursuant to an Option and Real Estate Purchase and Sale Agreement between Optionor and Optionee of even date herewith ("**Agreement**"), Optionor has granted to Optionee the exclusive option to purchase certain real property located in Virginia Beach, Virginia, consisting of **approximately 20 acres**, as more particularly described and identified as a portion of Parcel Numbers 1484-45-8720 and 1484-67-5495, all as more particularly described on the attached **Schedule A** attached hereto and incorporated herein ("**Property**") for a term of up to ten (10) years commencing on the date of this Memorandum.

2. **Provisions Binding on Optionor.** All of Optionor's covenants under the Agreement, both affirmative and negative, are intended to and shall bind Optionor and its successors, and shall inure to the benefit of Optionee and its successors.

Portion of GPINs: 1484-45-8720 & 1484-67-5495

3. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation to give notice of the Agreement. It shall not constitute an amendment or modification of the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

IN IN WITNESS WHEREOF, the Optionor and Optionee have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the date first above set forth.

OPTIONEE:

KITTY HAWK WIND, LLC,
an Oregon limited liability company

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF)
)ss.
COUNTY OF)

This instrument was acknowledged before me this ____ day of _____, 2020, by _____, Authorized Representative of **KITTY HAWK WIND, LLC, an Oregon limited liability company,** on its behalf.

Notary Public
My commission expires: _____
Commission No.: _____

STATE OF)
)ss.
COUNTY OF)

This instrument was acknowledged before me this ____ day of _____, 2020, by _____, Authorized Representative of **KITTY HAWK WIND, LLC, an Oregon limited liability company,** on its behalf.

Notary Public
My commission expires: _____
Commission No.: _____

OPTIONOR:

CITY OF VIRGINIA BEACH,
a municipal corporation of the
Commonwealth of Virginia

By: _____
Printed Name: _____
Title: City Manager / Authorized Designee

ATTEST:

City Clerk / Authorized Designee

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
2020, by _____, City Manager / Authorized Designee of the City Manager of
the City of Virginia Beach, a Virginia municipal corporation, on its behalf.

My Commission Expires: _____ NOTARY PUBLIC
My Registration Number: _____

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
2020, by _____, City Clerk / Authorized Designee of the City Clerk of the City
of Virginia Beach, a Virginia municipal corporation, on its behalf.

My Commission Expires: _____ NOTARY PUBLIC
My Registration Number: _____

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL SUFFICIENCY:

Economic Development

City Attorney

(BALLPARK)

SCHEDULE A

(Legal Description of the Property)