

Danville-Pittsylvania Regional Industrial Facility Authority

**City of Danville, Virginia
County of Pittsylvania, Virginia**

AGENDA

March 13, 2017

12:00 P.M.

**Danville Regional Airport
Eastern Conference Room
424 Airport Drive, Danville, Virginia**

County of Pittsylvania Members

**Jessie L. Barksdale, Vice Chairman
Robert Warren
Elton W. Blackstock, Alternate**

City of Danville Members

**Sherman M. Saunders, Chairman
Fred O. Shanks, III
J. Lee Vogler, Jr., Alternate**

Staff

**Ken Larking, City Manager, Danville
David M. Smitherman, Pittsylvania County Administrator
Clement Wheatley, Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer**

Danville-Pittsylvania Regional Industrial Facility Authority

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT PERIOD

Members of the public who desire to comment on a specific agenda item will be heard during this period. The Chairman/Vice Chairman of the Authority may restrict the number of speakers. Each speaker shall be limited to a total of three minutes for comments. *[Please note that the public comment period is not a question-and-answer session between the public and the Authority.]*

4. APPROVAL OF MINUTES OF THE FEBRUARY 13, 2017 MEETING AND THE FEBRUARY 24, 2017 SPECIAL MEETING

5. NEW BUSINESS

- A. Consideration of Resolution No. 2017-03-13-5A, approving the proposed building improvements to the site in the Authority's Cyber Park in Danville, Virginia, that will be occupied by Kyocera SGS Tech Hub, LLC, a Virginia limited liability company – Kenneth C. Gillie, Jr., Director of Community Development, City of Danville, and Timothy J. Clark, Blair Construction
- B. Consideration of Resolution No. 2017-03-13-5B, formalizing an internal procedure for the Authority's staff to review and to approve certain account payables of development projects of the Authority – Gregory L. Sides, Assistant County Administrator for Planning and Development, Pittsylvania County
- C. Consideration of Resolution No. 2017-03-13-5C, approving the assignment of A. Kent Shelton, P.E., whom the City of Danville, Virginia, has retained as an independent contractor for professional engineering services for the City, as the project monitor for the Authority's Phase 1 Grading Pads project at the Berry Hill Industrial Park; and the costs of such services shall be acknowledged by the Authority as an in-kind service contribution by the City, to be shown on the "due to/due from" balance sheet between the locality members of the Authority, and shall be at an hourly rate of \$38 (estimated to be approximately \$23,712 for the duration of the project) plus travel expenses - Telly D. Tucker, Tucker, Director of Economic Development, City of Danville, and Michael L. Adkins, CPA, Treasurer of the Authority
- D. Financial Status Reports as of February 28, 2017 – Mr. Adkins

6. CLOSED SESSION

[During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.]

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's

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interest in locating its facilities in one or more of the Authority's projects located in Pittsylvania County, Virginia, and/or Danville, Virginia;

- B. As permitted by Virginia Code § 2.2-3711(A)(40) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development); and
- C. As permitted by Virginia Code §§ 2.2-3711(A)(3) for discussion or consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority.

RETURN TO OPEN SESSION

- D. Confirmation of Motion and Vote to Reconvene in Open Meeting
- E. Motion to Certify Closed Meeting

7. COMMUNICATIONS FROM:

Jessie L. Barksdale
Elton Blackstock
Sherman M. Saunders
Fred O. Shanks, III
J. Lee Vogler, Jr.
Robert Warren

Staff

8. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	03/13/2017
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the Monday, February 13, 2017 meeting and the February 24, 2017 Special Meeting.

ATTACHMENTS

Meeting Minutes – 02/13/2017 and 2/24/2017

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

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The Regular Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:09 p.m. on the above date in the Danville Regional Airport Conference Room, 424 Airport Drive, Danville, Virginia. Present were City of Danville Members Chairman Sherman M. Saunders and Alternate J. Lee Vogler. Pittsylvania County Members present were Vice Chairman Jessie L. Barksdale and Robert Warren.

City/County staff members attending were: City Manager Ken Larking, Deputy City Manager Earl Reynolds, City of Danville Director of Economic Development Telly Tucker, City of Danville Assistant Director of Economic Development Corrie Teague Bobe, City of Danville Director of Finance Michael Adkins, City of Danville Director of Community Development Ken Gillie, Assistant County Administrator for Planning & Development Gregory Sides, Clement Wheatley Attorneys Michael Guanzon and Jennifer Burnett and Secretary to the Authority Susan DeMasi. Also present was Shawn Harden and Brian Bradner of Dewberry & Davis and Danville City Council Member Madison Whittle.

PUBLIC COMMENT PERIOD

No one desired to be heard

APPROVAL OF MINUTES FOR THE JANUARY 9, 2017 MEETING

Upon **Motion** by Mr. Barksdale and **second** by Mr. Vogler, Minutes of the January 9, 2017 Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION – RESOLUTION 2017-02-13-5A AUTHORIZING DEWBERRY TO PREPARE THE BUFFER PLAT FOR BERRY HILL

Mr. Shawn Harden of Dewberry explained when RIFA received the permit for the Phase I project, RIFA had to agree to place a 75' vegetative buffer along Berry Hill Road and a 50' vegetative buffer along Oak Hill Road, in the vicinity of Phase I, to shield the view shed of the Oak Hill Plantation. This item would satisfy a condition of the permit.

Mr. Vogler **moved** adoption of *Resolution 2017-02-13-5A, authorizing Dewberry to prepare the buffer plat necessary for the wetlands restrictive covenants required by the U.S. Army Corps of Engineers in connection with the clearing and grading of Lot 4, Phase I, Berry Hill, at an estimated cost of \$3,000.00 – [No separate written resolution]*

The Motion was **seconded** by Mr. Warren and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

5B. CONSIDERATION – RESOLUTION 2017-02-13-5B – AUTHORIZING SIGNAGE FOR OVERFINCH AT 500 STINSON DRIVE IN THE CYBER PARK

Mr. Tucker noted the agenda packet includes pictures of new signage that will be above the rollup door in front of the building, window decals and the additional sign request that Mr. Guanzon distributed at the beginning of today's meeting. The back lit sign that will replace the Daly Group sign, currently at 500 Stinson Drive, requires Zoning approval. Mr. Ken Gillie, Director of Community Development for the City of Danville is here to answer any questions and to provide a statement of support from his office. Mr. Gillie will also verify that the sign does meet Park covenants, but does require formal approval by RIFA as well. Mr. Gillie noted the request complies with Section 5.7 of the Covenants and meets all the Zoning requirements.

Mr. Warren **moved** adoption of *Resolution 2017-02-13-5B, a Resolution approving the proposed Overfinch Signs on the wall (Length of Storefront), Front Windows and Front Door and Re-Face to an Existing Ground Sign for Installation at 500 Stinson Drive in the Cyber Park. (Revised to include the additional sign request passed out at today's meeting for the outside signs).*

The Motion was **seconded** by Mr. Barksdale and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

5C. CONSIDERATION – RESOLUTION 2017-02-13-5C – APPROVING ONE YEAR LEASE RENEWAL WITH MOUNTAIN VIEW FARMS

County Administrator for Planning & Development Gregory Sides noted the Board in the past discussed whether to continue with hunting leases; there was concern about the safety of hunting activities taking place at the same time as surveying activities. This lease does not pose that risk and it is in an area of the park that is not currently proposed for development. Staff feels there are no negative issues.

Mr. Barksdale questioned a sub-lease and Mr. Guanzon explained they could not without the Board's prior consent. In response to Mr. Barksdale, Mr. Sides explained the lease was for sod and other crops. Mr. Guanzon explained the other benefit is that as vast as the Berry Hill park is, having somebody on the property to get surveillance of the property also applies. Mr. Warren questioned if RIFA required them to carry a certain amount of liability insurance and Mr. Guanzon noted they did, and that is a condition precedent to them to renew. They produce a declaration page with the coverage naming RIFA as an additional insured on their policy.

Mr. Barksdale **moved** adoption of *Resolution 2017-02-13-5C, approving a one year renewal of the lease with Mountain View Farms, L.C., a Virginia limited liability company, as tenant, for that certain real property (GPIN 1356-75-8216) of the Authority, containing approximately 30 acres and fronting on Stateline Bridge Road, in the Authority's Mega Park project, in Pittsylvania County, Virginia, for the purpose of planting and harvesting sod, soybeans, and/or other cover crops, but not tobacco, at a total rental fee of \$1,200; such renewal also*

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includes a 60-day early termination right and right to show the Property to business recruits of the Authority.

The Motion was **seconded** by Mr. Vogler.

Mr. Warren noted for the record, to reiterate what Mr. Sides said, the only reason RIFA is approving this lease as opposed to the others is because this does not present any hazardous possibilities and they are a good distance from the property that is going to be developed.

The **Motion** was carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

5D. RECEIPT OF EXTENSIONS FOR THREE TOBACCO COMMISSION MEGASITE GRANTS FOR BERRY HILL MEGA PARK

County Administrator for Planning & Development Gregory Sides explained this item is for informational purposes, no action is required today. This was heard by the Tobacco Commission at its January meeting, each locality was required to stand up before the Commission and answer questions. It was clear that the Commission's patience is running out as these grants have gone through multiple extensions. They do understand why the projects haven't taken place, but it was clear RIFA should not plan on coming back to them for further extensions now that RIFA has the permit. These projects listed electrical, natural gas infrastructure, grading of Lot 4 and Sanitary Sewer; they will all be able to take place based on the Corp of Engineers approval RIFA has at this point. There is one project not listed which is the water system upgrades because it does not expire until next year; RIFA will have to get an extension on that. Mr. Sides stated he wanted to bring to the Board's attention that RIFA has two years to get water and sewer and the grading completed in that Park. RIFA has a couple of prospects in the Berry Hill park and there has been discussion about waiting until they get an active commitment before RIFA's money is spent to run water and sewer. RIFA is now limited by this two year extension and when those grants were initially submitted, the intention was to get water and sewer into Berry Hill Industrial Park for future development. It was not contingent upon a specific prospect; it recognized the fact that to develop this park and for economic development to be able to market, it needed infrastructure. Staff will be coming back to the Board and explain to them they are ready to go to bid for water or sewer and explain the timeframes.

Mr. Tucker stated these improvements help make the site "shovel ready", as it reduces the amount of time that it would take for an industry to locate on the site. RIFA is competing not only with other pad-ready sites in Virginia, such as Commonwealth Crossing and another in Greenville County, but there are others in North Carolina who already have graded pads with utilities in place. It is incumbent upon RIFA to try to be proactive in the approach to making sure that these sites are "pad ready" as quickly as RIFA can.

Mr. Barksdale noted it looks like the Board has one option and that is to move forward; RIFA cannot risk losing the grant money.

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Mr. Barksdale **moved** to accept Mr. Sides report. The Motion was **seconded** by Mr. Warren and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

5E. REPORT OF RESULTS OF FIRST PUBLIC MEETING WITH SOUTHERN POWER

County Administrator for Planning & Development Gregory Sides noted Mr. Rowe did not pass along a formal presentation, but he did attend the meeting along with several board members. The Company was very pleased with the turnout and the nature of the questions; it was an educated crowd that asked some technical questions. It was a very good presentation by the Company and feels that it was successful meeting and both localities were pleased.

Mr. Barksdale **moved** to accept Mr. Sides report. The Motion was **seconded** by Mr. Vogler and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

5F. FINANCIAL REPORT AS OF JANUARY 31, 2017

Mr. Adkins noted funding for the \$7.3M bonds for Cane Creek Centre showed no activity for the month of January. General Expenditures for Fiscal Year 2017 under Legal show RIFA expended \$101.00 to LeClair Ryan for legal services related to the Wilmot Project in Lot 3B and \$2,100.00 to Clement Wheatley for ongoing counsel. Under Annual Bank Fees, \$550.00 was expended to US Bank for the annual Bond Administration Fees and \$31.00 for a monthly utility bill. Mega Park Funding Other than Bonds showed no activity for the month of January. Berry Hill Mega Park Lot 4 Site Development shows \$54,441.00 to Dewberry for payment of Amendments 10, 12 and 13. Under Rent, Interest and Other Income, RIFA received \$21,400.00 from the Institute for the Hawkins' Building, \$1,200.00 was received in anticipation of the lease to Mountain View Farms, and \$556.00 in Interest. The only Expenditure in this category was \$21,400.00 to the Hawkins' Building Management Fee.

Mr. Vogler **moved** to accept the Financial Report. The Motion was **seconded** by Mr. Barksdale and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

6. CLOSED SESSION

[During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.]

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At 12:35 p.m. Mr. Warren **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purpose:

A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects located in Pittsylvania County, Virginia, and/or Danville, Virginia;

B. As permitted by Virginia Code § 2.2-3711(A)(40) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development); and

C. As permitted by Virginia Code §§ 2.2-3711(A)(3) and (29)(i) for discussion or consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and (ii) for discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

The Motion was **seconded** by Mr. Barksdale and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

D. On **Motion** by Mr. Warren and **second** by Mr. Barksdale and by unanimous vote at 1:03 p.m., the Authority returned to open meeting.

E. Mr. Barksdale **moved** adoption of the following Resolution:

WHEREAS, the Authority convened in Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia, 1950, as amended, requires a Certification by the Authority that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted by the open meeting requirements of Virginia Law were discussed in the Closed Meeting to which this Certification Resolution applies, and (ii) only such public business matters as were identified in the Motion convening the Closed Meeting were heard, discussed, or considered by the Authority.

The Motion was **seconded** by Mr. Warren and carried by the following vote:

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VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

7. COMMUNICATIONS

Mr. Barksdale welcomed Mr. Guanzon back.

Mr. Vogler welcomed Mr. Guanzon back and thanked everyone for their hard work, for being here today and what the Board will do moving forward.

Mr. Warren welcomed Mr. Guanzon, it was good to have him back, noted that Ms. Burnette did a great job for RIFA and were lucky to have her in Mr. Guanzon's absence. Mr. Warren thanked the staff for the great job they do.

Mr. Sides explained staff works outside of this meeting to be prepared, they have a pre-RIFA meeting and last month staff added another meeting at the beginning of the month because there are so many contracts and issues ongoing, staff wants to keep on top of everything.

Mr. Saunders thanked Ms. Burnette and noted his appreciation of all that she has done, and welcomed Mr. Guanzon back.

The Meeting adjourned at 1:08 p.m.

Chairman

Secretary to the Authority

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February 24, 2017

Special Meeting

A Special Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 8:02 a.m. on the above date in the Danville Regional Airport Conference Room, 424 Airport Drive, Danville, Virginia. Present were City of Danville Members Chairman Sherman M. Saunders and Alternate J. Lee Vogler. Pittsylvania County Members present were Vice Chairman Jessie L. Barksdale and Robert Warren. *Mr. Vogler entered the meeting at 8:03 a.m.*

City/County staff members attending were: City Manager Ken Larking, Pittsylvania County Administrator David Smitherman, City of Danville Assistant Director of Economic Development Corrie Teague Bobe, City of Danville Director of Finance Michael Adkins, City of Danville Senior Accountant Henrietta Weaver, City of Danville Director of Public Works Ric Drazenovich, Assistant County Administrator for Planning & Development Gregory Sides, Pittsylvania County Director of Economic Development Matt Rowe, Clement Wheatley Attorney Michael Guanzon and Secretary to the Authority Susan DeMasi. Also present was Shawn Harden of Dewberry & Davis.

PUBLIC COMMENT PERIOD

No one desired to be heard.

NEW BUSINESS

4A. CONSIDERATION – RESOLUTION 2017-02-24-4A ACCEPTING THE BID FROM LOWEST RESPONSIVE AND RESPONSIBLE BIDDER – BERRY HILL INDUSTRIAL PARK PHASE 1 GRADED PADS

RIFA Attorney Michael Guanzon noted a correction, explaining there was a typo and it should be Resolution 2017-02-22-4A.

Assistant County Administrator for Planning & Development Gregory Sides noted the grading project described as Phase 1 of Berry Hill Industrial Park project was properly advertised in accordance with the procurement code; bids were opened and bids were received on February 21, 2017.

Mr. Shawn Harden of Dewberry explained the Authority received five bids from five very good contractors; Haymes Brothers was the low bid at just over \$3.77M which is well within the project budget. Mr. Harden recommended that the Authority approve the bid as received.

Mr. Guanzon made a further correction noting the Resolution number is supposed to match the date of the meeting, the Resolution number should be 2017-02-24-4A.

Mr. Guanzon explained under the State law, RIFA, for constructing its own facilities is exempt under the Procurement Act; the RIFA Board had voluntarily chosen earlier to undergo and follow that process.

Mr. Barksdale **moved** adoption of *Resolution 2017-02-24-4A, a Resolution accepting the bid from the lowest responsive and responsible bidder submitted for the construction of the Berry Hill Industrial Park Phase 1 Graded Pads due on or before February 21, 2017, which*

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Special Meeting

includes among other things certain site grading, erosion and sediment control, site stabilization, clearing and grubbing and storm water management as more particularly described in that certain Advertisement for Bids dated January 20, 2017, issued by the Authority.

The Motion was **seconded** by Mr. Vogler and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Vogler (4)
NAY: None (0)

The Meeting adjourned at 8:07 a.m.

Chairman

Secretary to the Authority

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5-A
Meeting Date:	03/13/2017
Subject:	Resolution 2017-03-13-5A Ken Gillie, City of Danville, Director of Community
From:	Development, and Timothy J. Clark, Blair Construction

SUMMARY

Attached for the Board's review and approval is Resolution No. 2017-03-13-5A, approving proposed building improvements to the site to be occupied by Kyocera SGS Tech Hub, LLC.

ATTACHMENTS

Resolution 2017-03-13-5A
Letter Proposal
Purchase Agreement
Sketches
Budget
Site Drawing

A RESOLUTION APPROVING THE PROPOSED BUILDING IMPROVEMENTS TO THE SITE IN THE AUTHORITY'S CYBER PARK IN DANVILLE, VIRGINIA, THAT WILL BE OCCUPIED BY KYOCERA SGS TOOL TECH HUB, LLC, A VIRGINIA LIMITED LIABILITY COMPANY

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act (Virginia Code §§ 15.2-6400 *et seq.*) as amended; and

WHEREAS, the Authority adopted Resolution 2016-09-12-6F (“A Resolution Approving that certain Cooperation Agreement with Industrial Development Authority of Danville, Virginia, a Political Subdivision of the Commonwealth of Virginia (The ‘**City IDA**’), under which the Authority shall Donate approximately 10 Acres Located in the Authority’s Cyber Park Project in Danville, Virginia, in Furtherance of a Performance Agreement to be Entered between the City IDA and Kyocera SGS Tech Hub LLC, a Virginia Limited Liability Company; such Cooperation Agreement shall Include among other Things, the Obligation of the City IDA to Convey the Donated Property back to The Authority under Certain Terms and Conditions, Such as the Breach of such Performance Agreement by such Limited Liability Company”); and

WHEREAS, the Authority made that certain Declaration of Restrictive Covenants for the Cyber Park, dated September 20, 2004, and recorded in the Clerk’s Office of the Circuit Court of the City of Danville, Virginia (the “**Clerk’s Office**”), on April 7, 2005, as Instrument No. 05-1671, at page 107, as amended by that certain Amendment to Declaration of Restrictive Covenants for the Cyber Park, dated May 14, 2012, and recorded in the Clerk’s Office on May 15, 2012, as Instrument No. 12-1656, at Page 98 (collectively, the “**Restrictive Covenants**”); and

WHEREAS, the City IDA and Kyocera SGS Tech Hub LLC, a Virginia limited liability company, have submitted site drawings and plans for the construction of a new manufacturing facility, to contain approximately 28,000 square feet, to be located in the Authority’s Cyber Park project in Danville, Virginia (the “**New Facility**”), as more particularly described in that certain letter dated January 26, 2017, from Blair Construction to Danville Economic Development, a copy of which is attached hereto as **Schedule 1**, incorporated herein by this reference; and

WHEREAS, the New Facility, if so constructed, would be in compliance with the applicable provisions of the Zoning Code of Danville, Virginia, as indicated by the Danville City Planning Division, and with the applicable requirements of the Restrictive Covenants; and

WHEREAS, the Authority desires to approve the site drawings and plans for the New Facility; and

Resolution No. 2017-03-13-5A

WHEREAS, the Authority has determined that the approval of the site drawings and plans for the New Facility is in support of Resolution 2016-09-12-6F and is in furtherance of the Authority's purpose of developing and enhancing its Cyber Park project.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the site drawings and plans for the New Facility.
2. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver such other documents in connection with the approval of the site drawings and plans for the New Facility, as may be approved by the Chairman (or the Vice Chairman as the case may be), such execution by the Chairman (or the Vice Chairman as the case may be) to conclusively establish his approval of such other documents.
3. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the approval of the site drawings and plans for the New Facility or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.
4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the approval of the Proposed Signs and the matters contemplated in this Resolution.
5. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a special meeting duly called and held on March 13, 2017, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of March 2017.

Susan M. DeMasi, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

Resolution No. 2017-03-13-5A

Schedule 1

(01/26/2017 Letter from Blair Construction to Danville Economic Development)

Blair Construction, Inc.

Route 29 South
Gretna, Virginia 24557
Phone: (434) 656-6243
Fax: (434) 656-3290

BLAIR
CONSTRUCTION
www.blairbuildsbetter.com
Mailing:
P.O. Box 612
Gretna, Virginia 24557

January 26, 2017

Telly Tucker
Danville Economic Development
P.O. Box 3300
Danville, VA 24540

Re: SGS Kyocera

Blair Construction, Inc. is pleased to provide a quote of \$4,546,311 to construct a new 28,000 SF manufacturing facility in the Cyber Park of Danville per the attached drawings and following specifications.

General Requirements

- Full time job site supervision
- Building permit acquisition (fees waived)
- Provide plans for permit and code review
- Jobsite cleanup
- Final cleaning
- Performance and payment bonds

Site Work (per attached Drawings)

- Clearing and grubbing
- Survey and layout
- Erosion and sediment control
- Rough grading of site
- Fine grade building pad, parking, and roadways
- Highway entrance
- Curb and gutter
- Heavy and light duty paving using specified mix designs
- Lining and striping parking areas
- Storm water inlets and piping to channel runoff to retention pond
- Retention pond and associated erosion and sedimentation control
- 8" Fire line and associated service vault
- Domestic water and sanitary sewer piping from 5' out from building to final connection
- 2.18 water quality credits from approved local bank
- Landscaping Allowance (\$25,000)

Concrete

- Excavate, form, and pour foundations for new structural steel and pre engineered building
- Sludge room to be 4' below finish floor; form and pour pit walls as necessary
- Excavate, form, and pour 6", wire reinforced slab on grade atop 4" gravel base
- Prep concrete floors for 25 mil epoxy finish

Masonry

- Brick veneer similar/complimentary to IALR main brick on all walls except for rear expansion wall (per drawings)

Metals

- Entire front half (95') of the building is structural steel, back half (105') is pre-engineered
- Low roof of structural steel section to have a 17' AFF eave height
- High roof of structural steel to have a high eave of 30' AFF
- Roof slope of 1/4:12 to be engineered into structural steel for both low and high roofs

Woods & Plastics

- Plastic laminate island cabinets with plastic laminate counter top in Break area
- Custom simple counter on reception wall

Thermal and Moisture

- R-30 base insulation over metal roof deck (slope in steel)
- 60 mil mechanically fastened TPO with minimum 15 year manufacturer's warranty
- All coping, fascia panels, gutter, downspouts, and flashing to be 24 gauge steel with Kynar 500 finish
- Roof access hatch and steel roof access ladder in Janitor closet
- Metal wall panels at exterior of round building and around main entrance

Doors and Windows

- (1) 3070 Exterior narrow stile bronze aluminum storefront doors and frames
- (2) 3070 Interior narrow stile bronze aluminum storefront doors and frames
- (7) 6070 Interior hollow metal doors, frames, and hardware
- (8) 3070 Interior hollow metal doors, frames, and hardware
- (15) 3070 Interior prefinished solid core birch doors, hollow metal frames, and hardware
- (6) 3070 Exterior hollow metal doors, frames, and hardware
- (2) 3070 Exterior hollow metal doors with half glass, frames, and hardware
- (2) Interior automatic sliding bronze aluminum storefront doors
- (4) Interior manual sliding bronze aluminum storefront doors
- (2) 8' wide x 9' tall insulated high lift sectional dock doors with motor operator, safety eyes, sock bumpers, and dock levelers
- (3) 12' wide x 12' tall insulated high lift sectional overhead doors with motor operator and safety eyes
- (2) 10' wide x 10' tall insulated high lift rapid sectional overhead doors with motor operator and safety eyes
- Bronze aluminum storefront with insulated glass as shown per drawing
- Card reader system as noted per door schedule

Finishes

- 6" metal stud (per manufacturer recommendations) frame walls to deck for all exterior walls with 5/8" drywall interior and level four finish
- 6" metal stud (per manufacturer recommendations) frame walls to deck for perimeter walls of R&D area, collaboration area, airlock area, utility room, Boardroom, and separation wall between PEMB and structural steel buildings
- 3-5/8" metal stud (per manufacturer recommendations) framing and drywall system to 12' AFF throughout with level four finish unless noted otherwise
- 3-5/8" metal stud (per manufacturer recommendations) framing and drywall system to 8' AFF for sign wall and restrooms between lobby area and collaboration area with level four finish

- 2' x 2' reveal edge ACT ceiling system with white grids per drawings
- 2' x 2' reveal edge ACT "cloud" ceiling system with white grids per drawings
- Prime and paint all drywall surfaces with commercial grade eggshell equivalent paint (one main color, one accent color)
- Trim to be painted with semi-gloss commercial grade paint
- Exposed ceiling to be painted flat white
- Floor finishes per area finish plan
- Ceramic floor tile and wet wall (only) tile in 3 small bathrooms
- 2x2 carpet tile in office/conference areas
- 25 mil epoxy floors in all other identified areas
- Kyocera Logo in Floor allowance \$4,500
- Bare concrete floors in ancillary spaces

Specialties

- Toilet stalls and urinal screens per drawings. Toilet stalls to be plastic laminate floor and wall mounted systems with standard color and hardware. Urinal screens to be wall mounted.
- Toilet accessories and ADA grab bars
- Shower benches
- Five fire extinguisher cabinets (extinguishers by Kyocera)

Pre-Engineered Metal Building

- Total building dimensions to be 150' x 105' with two rows of interior columns at 40' from exterior walls
- Roof to have a low eave of 18'6" AFF and a slope of 1/4:12
- Plan North end wall to be expandable and is the only wall to receive exterior metal panels in a standard NUCOR color
- Standing seam metal roof in galvalume
- All trim, gutters, and downspouts to be in NUCOR standard color
- Metal building roof and wall insulation as per new energy code
- Steel to be grey primed
- Skylights in building roof (10 over manufacturing)
- OPTION to provide roof liner panel (Add \$24,500)

Sprinkler

- Building to be sprinkled per code

Plumbing

- The sanitary waste and vent system will extend from a point five feet (5'-0") outside the building to each fixture furnished
- Sanitary waste and vent piping will be PVC DWV schedule 40 plastic pipe and fittings with solvent cement joints.
- Domestic water for the plumbing fixtures will be taken from a point five feet (5'-0") outside the building and extend to each fixture furnished
- Domestic hot and cold water piping will be type "L" copper tubing with wrought fittings, and no lead solder joints.

Fixtures:

Men & Women's Locker Room & Restroom

5 Water Closets (tank type)

2 Water Closets (ADA*, tank type)

6 Lavatories (wall hung, manual faucets)
1 Urinals (manual flush valve)
1 Urinals (ADA*, manual flush valve)
2 Shower insert with shower valve & spray wand (ADA*)
6 Floor Drains (with trap guards)
1 Electric water cooler (ADA*, bilevel; located outside Restrooms)

Unisex Restrooms

3 Water Closets (ADA*, tank type)
3 Manual faucets (vanity sinks & cabinets by GC)
3 Electric water heater (point of use)

Breakroom

1 Stainless steel sinks (double bowl)
1 Wall box for ice maker @ refrigerator
1 Connection for dishwasher (Dishwasher by GC)

Collaboration & Training

2 Backflow preventer for coffee/beverage water connection

Manufacturing Area

1 54" Stainless Steel 4 person wash station
2 1" Drop to Equipment #12 (1 valve and capped for future)
1 Backflow preventers (for equipment)

R&D Space & Cleaning

2 Hose Bibb
2 Floor drain (drain to sanitary sewer)

Custodial

1 Mop sink
2 Floor drains (with trap guards)
1 Water heaters (electric - tank) with thermostatic mixing valve
1 Domestic hot water return pump

General Plumbing Equipment

1 Backflow preventers (for water service)
4 Frostproof wall hydrants
Compressor Room
1 Floor drain (with trap guards)

HVAC

- One (1) variable volume rooftop cooling unit with gas heat to serve the following zones (VAV boxes use electric reheat):
 - Collaboration
 - Small Conference
 - Boardroom/Large Conference
 - Break
 - Training
 - QA
- Three (3) constant volume rooftop cooling units with gas heat to serve the following zones:
 - R&D
 - Coatings and Cleaning
 - Manufacturing
 - Fabric duct in large manufacturing area
- One (1) gas-fired unit heater to serve the Sludge Pit

- One (1) radiant tube heater to serve the Airlock Area
- One (1) one ton mini split for the Server Room
- The HVAC systems will be controlled by wall-mounted thermostats (one for each unit or zone). Wall-mounted thermostats will be programmable with automatic changeover. Unit-mounted thermostats will be furnished for miscellaneous heating equipment such as electric wall heaters and unit heaters.
- The HVAC systems will be controlled by an electronic building automation system (BAS).
- The BAS will provide for control of all HVAC equipment except for electric wall heaters at entrances and other miscellaneous unitary HVAC equipment (this equipment will have unit mounted thermostatic controls furnished as accessory equipment).
- The proposed BAS will control space temperature, night setback, morning warm-up, stop/start of exhaust fans, and outdoor air according to the owner's occupancy schedule.
- The proposed BAS will be accessible from remote locations via internet through an owner provided network connection.
- Ductwork will be constructed of galvanized sheet metal constructed in accordance with SMACNA recommendations for the size and pressure of the system. Ductwork will be insulated according to building code requirements where applicable. Exposed ductwork will be constructed of paintable, galvanized sheet metal. Alternately, exposed ductwork will be fabric duct.
- We include all necessary air distribution devices to deliver the conditioned air to the spaces. Grilles, registers, and diffusers will be commercial grade painted devices suitable for the type of ceiling or wall in which they are installed.
- Fuel gas piping will be installed from the gas regulator located at the building (supplied by others) to each gas-fired appliance furnished
- Fuel gas piping will be schedule 40 black steel pipe with 150# black malleable iron fittings.
- Exterior, above ground fuel gas piping will be painted (OSHA approved colors).
- Underground fuel gas piping will be polyethylene plastic piping with heat fusion joints or coated schedule 40 steel pipe and fittings.

Electrical

- Service to enter building at Utility Room
- Install energy efficient LED lighting throughout the building to provide acceptable lighting levels based upon the usage of the space.
 - Offices.....30-35 FC
 - Corridors.....20-25 FC
 - Restrooms.....20-25 FC
 - Break Room.....40-45 FC
 - Conference Room.....35-40 FC
 - Manufacturing.....45-50 FC
- Install emergency egress lighting and exit signs as required by code.
- Lighting fixture allowance included in the base bid is \$101,400.00.
- Install 20 amp duplex receptacles as deemed appropriate but no more than 12' apart in offices.
- Install (1) Tel/Data outlet stub up in each office.
- Install occupancy sensors in all new offices to control lighting.
- Install power wiring for all HVAC equipment.

- Install 4000 amp, 277/480 volt, 3 phase, 4 wire underground service to a point 5' outside of the building.
- Install branch panels at several locations to serve the respective loads in those areas.
- Install a fire alarm system per code requirements.
- Install exterior lighting to ensure building perimeter is fully illuminated.
- Install bollard lights along front entry sidewalk.
- Install four (4) 25' poles with LED light fixtures in the parking lot.
- All power to be run directly through underground conduit unless otherwise noted
- Floor boxes for 120V receptacles and data in Collaboration area
- Install GFCI in each restroom
- Power for all HVAC systems
- Install 2x4 LED lights suspended at no less than 14' AFF via aircraft cable throughout using 2x4 lay-in where possible
- Lighting to be controlled by occupancy sensors per code requirements

Exclusions:

- Any work not listed above is excluded
- Network/phone wiring or systems
- Permit, tap, or service fees (building, water, sewer, gas, power)
- Furniture and lockers by owner
- Items EXCLUDED
 - Utility Trenches and tops
 - Process piping and conduits in trench
 - Compressed air piping
 - Cabling for any equipment
 - Final connections to equipment
 - IT conduit connecting to utility trench
 - Any overhead equipment cabling and cable tray

Blair appreciates that opportunity to work with you on this project.

Sincerely,



Timothy J. Clark
President

BUILD-TO-SUIT PURCHASE AND SALE AGREEMENT

BETWEEN

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA,
A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

AND

KYOCERA SGS TECH HUB, LLC, A VIRGINIA LIMITED LIABILITY COMPANY

BUILD-TO-SUIT PURCHASE AND SALE AGREEMENT

THIS BUILD-TO-SUIT PURCHASE AND SALE AGREEMENT (this “Agreement”) is made this 24th day of February, 2017 (the “Effective Date”) by and between INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“Seller”), and KYOCERA SGS TECH HUB, LLC, a Virginia limited liability company (“Buyer”).

WHEREAS, Buyer desires to have Seller obtain certain real property, construct certain improvements thereon and then to convey such property to Buyer, all as hereinafter described; and

WHEREAS, Seller is willing to obtain, construct, sell, transfer and convey the same to Buyer upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and representations hereinafter stated, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

TRANSFER OF PREMISES

1.1 The Premises. Provided Buyer has complied with all of Buyer’s obligations under this Agreement and is not in default under the Performance Agreement (defined below), at the closing referred to in Article V hereof (the “Closing”; the date of such Closing being hereafter referred to as the “Closing Date”), Seller shall sell, transfer and convey to Buyer all the right, title and interest of Seller in and to the following:

(a) All that certain real property containing approximately ten (10) acres of land located in the City of Danville, Virginia (the “City”), fronting on the northeast side of

Slayton Avenue and which property is to be subdivided from Tax Parcel ID #76441 (the "Parent Parcel"), and being generally the property identified as "10.0 AC." on the exhibit plat attached hereto as Schedule A which exhibit plat is incorporated herein by reference (the "Land"). The final legal description of the Land shall be based on the Survey (defined below) and the Deed (defined below) shall describe the Land based on the legal description provided by the Survey.

(b) All improvements, structures and fixtures now or hereafter placed, constructed or installed on the Land, including but not limited to, the Facility (defined below) to be constructed and completed pursuant to Article III hereof, including a building which is anticipated to contain approximately 28,000 square feet of gross floor area. All of the property described in this Section 1.1(b) is collectively referred to as the "Improvements."

(c) Any and all of Seller's right, title and interest in any appurtenances benefiting the Land or the Improvements as defined herein, including without limitation all streets, alleys, easements, rights-of-way in or to all streets or other interests in, on, across, in front of, abutting or adjoining the Land and/or the Improvements, development rights, air rights, oil, gas, water and mineral rights relating to the Land and/or the Improvements, to the extent assignable, all permits, licenses, approvals, warranties, guarantees and contract rights relating to the operation of the Land or the Improvements, and any other appurtenances associated with or employed in connection with the use and enjoyment of the Land or the Improvements (collectively, the "Appurtenances").

The Land, the Improvements and the Appurtenances are collectively referred to herein as the "Premises."

ARTICLE II
PURCHASE PRICE

2.1 Purchase Price. Subject to Article IV hereof, the "Purchase Price" for the Premises is Four Million Five Hundred Thousand and NO/ 100 Dollars (\$4,500,000.00), subject to adjustment as provided herein.

2.2 Payment. The Purchase Price shall be payable as follows:

2.2.1. Fifty Thousand and NO/100 Dollars (\$50,000.00) (the "Deposit"), shall be paid by check or wire transfer within three business days after the Effective Date, to Safe Harbor Title Company, c/o Melissa Canavos, 4900 Augusta Avenue, Suite 150, Richmond, VA 23230 (the "Escrow Agent"), to be held in accordance with this Agreement.

2.2.2 Two Hundred Thousand and NO/100 Dollars (\$200,000) (the "COF Grant") shall be funded by a grant from the Commonwealth's Development Opportunity Fund through the Virginia Economic Development Partnership in accordance with the terms and provisions of that certain Commonwealth's Development Opportunity Fund Performance Agreement, dated November 2, 2016, by and among the Seller, the City of Danville, Virginia and the Buyer (the "COF Performance Agreement").

2.2.3. The balance of the Purchase Price, subject to adjustments and prorations as provided for herein, shall be paid at Closing by immediately available wire transfer.

2.2.4. Escrow Agent shall promptly place the Deposit, into an interest-bearing federally insured deposit account with a state or national bank whose accounts are federally insured. The Escrow Agent shall hold and dispose of the Deposit in accordance with the provisions of this Agreement. All interest accrued on the Deposit shall become part of the "Deposit" and be applied towards the Purchase Price at Closing. The City shall hold

the COF Grant and disburse it to the Seller to be applied toward the Purchase Price in accordance with the requirements of the COF Performance Agreement.

2.3. The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience. The duties and obligations of the Escrow Agent hereunder shall be determined solely by the express provisions of this Agreement including the General Conditions of Escrow attached hereto. The Escrow Agent shall be under no obligation to refer to any other document between the parties and related in any way to this Agreement.

ARTICLE III

CONSTRUCTION

3.1. Facility. Without additional consideration to Seller (except with respect to any changes, additions, or alterations of the Plans (as defined herein) and/or substitution of materials requested by Buyer), Seller shall, at its sole cost and expense, construct the Facility (as hereinafter defined) in accordance with the following provisions.

3.1.1 Construction of Facility. Seller shall construct, at Seller's sole cost and expense, except as otherwise provided herein, certain improvements on the Land (the "Facility") including a building which is anticipated to contain approximately 28,000 square feet of gross floor area all in accordance with the Plans (as defined hereinafter). The Facility shall be constructed by Seller, using a general contractor (the "General Contractor") hired by Seller which General Contractor has been approved by Buyer (such approval not to be unreasonably withheld). The Seller shall complete as part of the Facility the following: (1) the paving and striping of parking areas, installation of lighting, and completion of access roads and easements needed for ingress and egress to and from the Premises (as depicted on

the Plans); (2) street, storm drainage, traffic signalization, and other required offsite improvements, including any necessary turn lanes, road widening, and curb cuts depicted and described on the Plans and required by the Virginia Department of Transportation, the City of Danville or similar governmental authorities for the Premises to open for business for the Intended Purpose (as hereinafter defined) and allow Seller to obtain for Buyer a Certificate of Occupancy (the "Certificate of Occupancy"); and (3) utility connections from municipalities and service providers as needed by Buyer for its operations on the Premises.

a. Seller and Buyer agree that the plans and specifications (collectively, the "Plans") describing all improvements to be performed by Seller in constructing the Facility shall be prepared by an architect (the "Architect") licensed in the Commonwealth of Virginia, chosen by Seller and approved by Buyer (such approval not to be unreasonably withheld). The Plans shall be prepared, reviewed, finalized and approved by the parties hereto in accordance with the following provisions. Seller shall cause the Architect to prepare, and Seller and Buyer shall review and approve the Plans for the Facility based upon the specifications set forth in EXHIBIT B and EXHIBIT D to that certain Local Performance Agreement, dated November 2, 2016, by and among the Seller, the City of Danville, Virginia and the Buyer (the "Performance Agreement"). Seller shall submit three (3) sets of the Plans to Buyer as soon as reasonably practical. The Plans shall comply with all applicable laws, rules and regulations. Buyer shall approve or disapprove such Plans in writing, stating the reasons for any disapproval, within thirty (30) days of the date Seller delivers the original or any revised Plans to Buyer. If Buyer does not notify Seller of its approval or disapproval within such thirty (30) day period, then Seller may suspend the performance of any further obligations under this Agreement until such approval or

disapproval is received, and all dates for performance hereunder shall be extended for the length of time Seller must wait to receive such notice. Upon final approval of the Plans, Seller shall cause the Architect to prepare in accordance with the Plans, and Seller and Buyer shall review and approve, all necessary construction documents (collectively, the "Construction Documents") for the Facility required in order for Seller to obtain the necessary permits and approvals (the "Permits") required to commence construction of the Facility. Seller shall submit three (3) sets of the Construction Documents to Buyer on or before the date which is thirty (30) days after the date of final approval of the Plans. The Construction Documents shall comply with all applicable laws, rules and regulations. Buyer shall approve or disapprove such Construction Documents in writing, stating the reasons for any disapproval, within thirty (30) days of the date Seller delivers the original or any revised Construction Documents to Buyer. If Buyer does not notify Seller of its approval or disapproval within such thirty (30) day period, then such approval shall be deemed given. Upon such approval, Seller will cause the Construction Documents to be filed with the appropriate governmental agencies in such form (building notice, alteration or other form) as necessary to obtain the Permits. Seller shall thereafter coordinate and manage the construction of the Facility in accordance with the provisions of this Agreement.

b. Seller shall construct the Facility pursuant to the Plans. Seller shall make no material changes to the Plans without Buyer's written consent. Seller shall have the final Plans sealed by Seller's Architect, obtain all required building permits, certificates and licenses and thereafter, complete the Facility in accordance with all building codes and federal, state, and City laws, rules, regulations and ordinances (collectively, "Applicable Laws") in a diligent and good and workmanlike manner.

3.1.2 General Provisions regarding the Facility

a. Seller warrants and covenants for the benefit of Buyer that (i) the Plans will promptly be submitted to all governmental authorities, architectural control committees and similar entities or agencies whose approval for the construction and occupancy of the Premises for the Intended Purpose is required under any Applicable Laws; (ii) all materials used in the construction of the Facility shall be new and of the quality called for under the Plans, and all workmanship and construction shall be good and workmanlike in all respects; (iii) Seller shall obtain, and the construction of the Facility shall be made in adherence with, the Permits, including, without limitation, any special or conditional use permits (excluding business or use licenses and permits necessary to operate Buyer's business in the Premises), and any recorded covenants, conditions and restrictions applicable to the Premises; (iv) Seller shall complete the Premises in accordance with the terms and provisions hereof; (v) Seller shall obtain any easements, rights of way or rights of access which are necessary for the construction, occupancy and use of the Premises, (vi) upon completion, the Premises will have direct access to and from the public right of way known as Slayton Avenue which adjoins the Land; and (vii) the Facility shall be free from asbestos containing material and other Hazardous Substances. "Hazardous Substance" shall mean any substance, material or waste which is regulated, or governed by any Environmental Laws, including without limitation (a) any substance, material or waste defined, used or listed as "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "toxic substance," or similar or related term as defined, used or listed in any Environmental Laws, (b) petroleum, petroleum-based substances or polychlorinated biphenyl and (c) oil and petroleum products and natural gas, natural gas

liquids, liquefied natural gas and synthetic gas usable for fuel. "Environmental Laws" shall mean any federal, state, local and foreign laws, statutes, rules, ordinances, orders and regulations of any governmental entity, applicable to the ownership or operation of the Premises and relating to pollution or the protection, cleanup or restoration of the environment, or to safety or health, including, but not limited to, any of the same relating to (a) generation, treatment, storage, disposal or transportation of wastes, emissions or discharges or protection of the environment from the same; (b) noise; (c) exposure to Hazardous Substances; or (d) regulation of the manufacture, processing, distribution in commerce or use of Hazardous Substances, including without limitation, the United States Clean air Act, the United States Clean Water Act, the United States Resource Conservation and Recovery Act ("RCRA"), the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, as amended, the United States Oil Pollution Act, and the United States Occupational Safety and Health Act of 1970, as amended ("OSHA"), in each case as amended and including their state and local analog.

b. The Premises shall be delivered to Buyer by Seller in a structurally sound condition, with a watertight roof, in neat and clean condition and free of debris and personal property not belonging to Buyer.

c. Upon Closing, all aspects of the Premises shall be in full compliance with all Applicable Laws and other governmental requirements including, without limitation, the Americans with Disabilities Act of 1990, as amended (the "ADA").

d. The terms "complete" or "completion" shall mean that (i) the Facility has been completed in accordance with the Plans, (ii) Seller has provided Buyer with

an as-built update of the Survey (as defined hereinafter), (iii) all city and other municipal approvals and inspections in order for Buyer to lawfully occupy the Premises for business, including, without limitation, a Certificate of Occupancy, have been issued or completed as applicable, (iv) the Architect and the General Contractor shall have signed a certificate stating that the Facility is complete and has been built in accordance with the Plans, and (v) all on and off-site access roads and easements needed for ingress and egress to and from the Premises (as shown on the Site Plan) to and from the public right-of-way known as Slayton Avenue located in the City and all on and off-site utility easements needed to bring all required utility services to the Premises shall be complete and of record (if applicable). The date upon which all of the foregoing have occurred shall be referred to as the "Completion Date".

e. Workmanship. Seller further warrants the Facility and all work and materials therein shall be free from defects in the material or the workmanship and shall be watertight for a period of two (2) years from the Closing Date. "Watertight" means that the Facility shall be free from leaks and leakproof at every point and in every area, except where leaks can be attributed to damage to the Facility by external forces or circumstances beyond (1) the Seller's control and (2) the established design limits for the Facility.

f. Systems. Seller further warrants that all systems, including but not limited to the security, sprinkler, electrical, plumbing, and mechanical distribution systems, shall be free from defects for a period of three (3) years from the Closing Date.

g. Structural. Seller further warrants that the Facility shall be free from structural defects for a period of ten (10) years from the Closing Date. The term

“structural defect” shall mean defect or defects which reduce the stability or safety of the structure below accepted standards or which restricts the normal use thereof.

h. All of the above warranties shall be collectively referred to as the “Seller’s Warranty.” The Seller’s Warranty shall be absolute and unconditional subject only to routine maintenance, casualty, ordinary wear and tear, and repairs and replacements necessitated by Buyer’s negligence or willful misconduct. The Seller’s Warranty covers all materials, labor and equipment for replacement and repairs. Buyer will promptly notify Seller following actual discovery of any potential problems which may be covered by Seller’s Warranty, but no delay in providing such notice shall affect or limit Seller’s Warranty, except to the extent that the delay in providing notice when required above has a material adverse effect on Seller’s ability to repair such problems or causes such problems to be materially exacerbated. Thereafter, Seller shall perform all work required to correct the problems covered by Seller’s Warranty. Without limiting Seller’s duty to perform (or to enforce the performance of) repairs under any Seller’s Warranty, the timing of the performance of any repairs will be mutually agreed to by Seller and Buyer so as to minimize the disruption to Buyer’s business operations.

i. Roof Warranty. In addition to the Seller’s Warranty, Seller must obtain for the Buyer’s benefit and assign to Buyer, a warranty in favor of Buyer that the roof shall be, for a period of twenty (20) years from the Closing Date, free from defects in materials and workmanship (the “Roof Warranty”).

3.1.3 Completion Date and Delay.

j. Seller shall commence and diligently prosecute to completion the construction of the Facility so that the Completion Date occurs on or before the date that

is one year from the conclusion or termination of the Inspection Period (the "Estimated Completion Date"). Seller agrees to use diligent efforts to complete the Facility on or before the Estimated Completion Date; and Seller agrees to provide written notice to Buyer of any delays affecting the Estimated Completion Date within fifteen (15) days after becoming aware of the cause for delay. If the Completion Date has not occurred within three (3) months after the Estimated Completion Date (the "Outside Completion Date"), for any reason whatsoever other than force majeure (as described in Section 3.2 hereafter) or delays caused by Buyer, Buyer shall become entitled to a credit against the Purchase Price in the amount of \$1,500.00 per day for every day that passes between the Outside Completion Date and the Completion Date. If the Completion Date has not occurred within twelve (12) months after the Estimated Completion Date (the "Termination Date"), for any reason whatsoever other than force majeure (as described in Section 3.2 hereafter) or delays caused by Buyer, Buyer may terminate this Agreement upon written notice to Seller (the "Termination Notice") given to Seller within thirty (30) days after Seller's failure to complete the Facility before the Termination Date and upon such termination Buyer shall receive a refund of the Deposit, and neither Seller nor Buyer shall have any further obligations hereunder.

3.1.4 Buyer Inspections. Buyer may, from time to time, and at any time prior to the Closing, enter upon the Premises for the purpose of inspecting any of the work required to be completed by Seller hereunder. In the event that a Buyer's inspection reveals any defective work or work which is not in conformance with the Plans, then Seller shall, at Seller's sole cost and expense, correct all such work to the reasonable satisfaction of Buyer. Any entry upon the Premises by Buyer or Buyer's failure to identify a defect in construction

during any such inspection, shall not waive any of Seller's obligations under this Agreement (including but not limited to Seller's obligation to correct defects or nonconforming aspects of the work). Nothing herein contained shall be construed as a waiver of or limitation on any additional rights of Buyer hereunder.

3.1.5 Warranties and Manuals. At Closing, Seller shall deliver and assign to Buyer (1) all assignable guarantees and warranties relating to the Facility from manufacturers, dealers, distributors, subcontractors or other parties furnishing materials, equipment or work to the Premises, including, without limitation, the Roof Warranty (the "Warranties"), (2) all operation and maintenance manuals, (3) the "as-built" plans concerning the Facility, and (4) a final lien waiver from the General Contractor stating that all contractors, subcontractors and materialmen providing work or services to the Premises have been paid in full. If any warranty for labor or materials is not assignable to Buyer, Seller, at Buyer's expense, will use reasonable efforts to enforce the warranty for Buyer's benefit, but, notwithstanding the foregoing, it is a condition precedent to Buyer's obligation to proceed to Closing that the Roof Warranty be fully assignable to Buyer and that it be fully and properly assigned to Buyer at Closing.

3.1.6 Changes, Additions or Alterations. If Buyer shall request any change, addition or alteration in the Plans (a "Change Order"), Buyer shall have the Architect prepare at Buyer's sole cost revisions to the Plans and Construction Documents with respect to such Change Order and submit copies thereof to Seller for Seller's approval. As soon as is reasonably practicable after the completion of such revisions to the Plans and Construction Documents and the receipt and approval thereof by the parties, Seller shall obtain and provide to Buyer a revised cost breakdown from the Contractor regarding the costs of

construction of the Facility including such Change Order which revised cost breakdown identifies with specificity the amount of any increase in the cost of constructing the Improvements as a result of such Change Order (the "Change Order Cost Increase"). Within seven (7) days of receipt of such Change Order Cost Increase proposal, Buyer shall notify Seller in writing if Buyer approves of the increased cost for such Change Order and agrees to increase the Purchase Price by the amount of the Change Order Cost Increase. If Buyer so approves, Buyer and Seller shall sign a change order addendum to this Agreement reflecting the details of such Change Order and the amount of any increase to the Purchase Price resulting from such Change Order Cost Increase. In the event Buyer does not approve any Change Order Cost Increase, such Change Order shall not be effective or implemented.

3.2 Force Majeure. Notwithstanding any provision herein to the contrary, the Closing Date shall be extended by the time caused by delays which are beyond the control of the Buyer and/or Seller and by delays due to changes, additions, alterations, substitutions, materially adverse weather conditions, acts of God, riot, civil commotion, strikes, labor unrest, labor shortage, material shortage, governmental delays or preemption in connection with a national emergency, fire or other casualty, any rule, order or regulation of any governmental authority, provided the party who is being delayed has taken reasonable steps to overcome and/or minimize the delay and has provided the other party with reasonable notice of the delay and the cause(s) therefor within fifteen (15) days of the occurrence thereof.

3.3 Insurance. Seller shall purchase and maintain during construction of the Facility builder's risk insurance insuring the Facility under construction including any materials stored on the site, to their full insurable value, against perils of fire, extended

coverage, vandalism and malicious mischief. Upon completion of the Facility to be constructed pursuant to this Agreement, and prior to the Closing Date, Seller shall purchase and maintain property insurance on the Premises against loss or damage by fire and other perils normally included within extended coverage insurance policies, not to exceed the full replacement cost of the Improvements located upon the Land. Seller shall provide to Buyer upon request insurance certificates evidencing the coverages required.

3.4 Permits. Seller shall secure all permits, approvals, licenses and inspections performed by governmental authorities necessary and appropriate for the construction and completion of the Facility. The cost of said permits, approvals and licenses and governmental fees shall be paid by Seller.

3.5 Buyer's Installations Prior to Closing. If prior to Closing, Buyer shall desire to perform and make any installations and improvements to the Premises ("Buyer's Installations") which are not to be performed by Seller for Buyer, Seller agrees to afford Buyer access to the Premises prior to the Closing Date for the purpose of making inspections, taking measurements and making Buyer's Installations (all of which are to be paid for by Buyer), provided that Buyer's Installations will not require any structural change in the Facility or the Premises, and further provided that the construction of the Facility shall have reached the point which, in Seller's reasonable judgment, exercised in good faith, will not delay or hamper Seller in the completion of the Facility. Any entry by Buyer, its agents, servants, employees, contractors or subcontractors, in or on the Premises shall be at Buyer's or their sole risk and upon request of Seller, Buyer shall pay for and deliver to Seller policies and certificates of insurance in amounts and with such companies as shall be reasonably satisfactory to Seller, such as, but not limited to, public liability, property damage and

workmen's compensation, to protect Seller and Buyer during the period of performing the Buyer's Installations. Seller and the General Contractor shall be named as insured parties in such policies or certificates of insurance and the same shall be continued in effect during the period of the performance of Buyer's Installations. In the event Buyer or Buyer's agents, servants, employees, contractors or subcontractors shall enter upon the Premises, as may be permitted by Seller, Buyer agrees to indemnify and save Seller free and harmless, from and against any and all claims arising from or out of any entry thereon or the performance of said work or from and against any and all claims arising from or claimed to arise from any act or neglect of Buyer, its agents, servants, employees, contractors or subcontractors or from any failure to act, or for any other reason whatsoever arising out of said entry or such work. Buyer shall purchase and maintain builder's risk insurance insuring Buyer's Installations, including any materials stored by Buyer on the site, to their full insurable value, against perils of fire, extended coverage, vandalism and malicious mischief.

ARTICLE IV

CONDITIONAL AGREEMENT

4.1. Matters Affecting the Land. It is acknowledged and understood by and between Buyer and Seller that Seller is the anticipated recipient of the Land pursuant to a Cooperation Agreement (the "RIFA Agreement") with the Danville-Pittsylvania Regional Industrial Facility Authority ("RIFA"). From and after the Effective Date, Seller shall use reasonable best efforts at its sole cost and expense to obtain and diligently pursue such subdivision approval as is required to have the Land properly subdivided from the Parent Parcel and identified as a separate tax parcel independent from the rest of the Parent Parcel

(the "Subdivision Approval") and Seller shall diligently pursue the transfer of title to the Land from RIFA to Seller in compliance with all subdivision requirements.

4.2. Conditions Precedent. Buyer's obligation to proceed to Closing under the terms of this agreement is expressly conditioned upon satisfaction of the following conditions as well as those set forth elsewhere in this Agreement (collectively, the "Conditions"):

4.2.1 The Seller shall have obtained the Subdivision Approval.

4.2.2 On or before April 1, 2017, Seller shall have obtained fee simple title to the Land from RIFA subject only to the Permitted Exceptions (as defined hereinafter).

4.2.3 The current zoning applicable to the Land (CP-1, CYBER PARK ONE DISTRICT (Cyber Park One Economic Development District)) shall permit the Buyer to use the Premises for the purpose of advanced manufacturing (the "Intended Purpose"), industrial operations involving the assembly, fabrication, packaging, treatment, or processing of such products as bakery goods, electrical parts, glass, textiles, clothing, metals, wood, plastics, food products, instruments and machinery, paper products (but not paper manufacturing), pharmaceuticals, leather (not tannery), fiber, canvas, and tools, provided that the manufacturing process creates no danger to the health or safety of surrounding areas.

4.2.4 The Facility shall be completed in accordance with the Plans.

4.2.5 There shall be no building, sewer, water or other moratorium affecting the Premises in effect, pending or proposed by any applicable authority.

4.2.6 There shall be no litigation, proceeding or investigation pending, or to the knowledge of Buyer or Seller threatened, which might prevent or adversely affect the construction and operation of the Improvements on any portion of the Land or which questions the validity of any actions taken or to be taken by Seller or Buyer hereunder.

4.2.7 Except as otherwise expressly provided herein, (i) all utilities required for the Intended Purpose, and gas, electricity, telephone, sanitary sewer, water, cable and internet services, will be available to be extended to the boundary of the Premises and will be connected to the Facility at Closing, (ii) such utility lines shall be located within lands dedicated to public use or recorded easements for the same, (iii) such utility lines shall be sufficient without alteration, addition or any additional expense whatsoever to meet Buyer's utility needs for the Intended Purpose and no such lines shall cross over private property unless the same are installed pursuant to recorded easements.

4.2.8. The covenants, representations and warranties of Seller contained in Section 7.1 hereafter and elsewhere in this Agreement shall be true and correct. Notwithstanding that certain of Seller's covenants, representations and warranties may be limited to the extent of Seller's knowledge, the conditions precedent to Buyer's obligation to consummate settlement set forth in this subparagraph shall not be so limited, and the satisfaction of such conditions shall depend upon the actual correctness on the Closing Date of the matters stated in all such covenants, representations and warranties.

The Conditions are for the sole benefit of Buyer unless expressly stated herein to be for the benefit of Seller. If any of the Conditions are not met as of the Closing Date, or such other date as is set forth herein with respect thereto, or Buyer shall not have waived in writing the failure of any such Condition, and Seller shall have been given written notice by Buyer of such failure and failed to satisfy such condition within thirty (30) days after receipt of such notice, then Buyer, at its sole option, may terminate its obligations under this Agreement, and receive a refund of the Deposit, and neither Seller nor Buyer shall have any further obligations hereunder.

ARTICLE V

CLOSING; OTHER INSTRUMENTS OF CONVEYANCE, ACCESS INSPECTION, ETC.

5.1. Closing Date. The Closing shall, unless another date, time or place is agreed to by the parties hereto or as otherwise provided for by this Article V, take place on or before the date which is sixty (60) days after the Completion Date. Seller shall use commercially reasonable efforts to provide Buyer with at least sixty (60) days but not more than seventy-five (75) days prior written notice of the anticipated Completion Date (the "Estimated Delivery Notice"), and twenty (20) days prior written notice of the actual Delivery Date (the "Delivery Notice"). Seller and Buyer agree that the Closing may be effected by an escrow closing and agree to cooperate with one another to deliver documents in escrow to the Escrow Agent in order to obviate the need for representatives of Seller and Buyer to attend the Closing. Buyer shall have immediate possession of the Premises upon Closing.

5.2. Closing Documents. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(a) a special warranty deed (the "Deed") conveying fee simple absolute marketable title to the Premises to Buyer free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions,

(b) an Affidavit of Seller which has as its subject matter averments that, with respect to the Premises, there are no rights or claims of parties in possession not shown by the public records,

(c) to the extent Seller is not lawfully exempt therefrom, an Affidavit of Seller stating that Seller is not a "foreign person", as that term is defined in 7 C.F.R. Section

781.2 of the Rules and Regulations promulgated under the Agricultural Foreign Investment Disclosure Act of 1978 and is not required to file any reports under said Act and its supporting rules and regulations, and further stating that Seller is not a "foreign person", as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and otherwise in form and content sufficient to eliminate Buyer's withholding obligations under said Section 1445 with respect to the sale and purchase of the Premises,

(d) evidence of Seller's authority to consummate the transaction contemplated herein in a form and substance deemed reasonably necessary by Buyer and Buyer's title company,

(e) to the extent Seller is not lawfully exempt therefrom, such information as is required for Buyer to file IRS Form 1099,

(f) An assignment of all Warranties and, to the extent required, Appurtenances, in form and substance reasonably acceptable to Buyer,

(g) complete waivers of mechanics' liens from the General Contractor and each and every contractor, subcontractor and materialman who performed any work on the Premises, which waivers shall indicate that the contractor, subcontractor and materialman who executed the waiver has been paid in full for all work performed (notwithstanding the foregoing, the Seller shall have the right to contest, in good faith, (i) the work performed and/or charges assessed by any contractor, subcontractor and materialman; and (ii) any mechanics' and materialmens' lien filed against the Premises by any contractor, subcontractor and materialman, provided the Buyer's title insurance company will insure Buyer and Buyer's lender, if any, that such charges and liens will not be collected out of or

enforced against the Premises, and provided the Seller takes such steps or provides such assurances as Buyer's title insurance company may reasonably require to so insure), and

(h) any and all other documents deemed reasonably necessary by Buyer, Seller, Buyer's title company or other governmental requirements to consummate the transactions contemplated herein in accordance with the terms of this Agreement.

5.3 Expenses and Prorations. Seller represents and warrants that the Premises is currently exempt from real estate taxes. Seller shall, at the Closing, pay the (a) Virginia grantor's tax on the Deed, if any (Seller is exempt from paying such grantor's tax), (b) the cost of the initial Survey, the as-built update to the Survey and any subdivision plat, (c) any and all costs associated with subdividing the Land out of the Parent Parcel, (d) Seller's attorneys' fees and expenses and (e) all brokers' commissions of any broker engaged by Seller, if any. Buyer shall, at the Closing, pay the Virginia Grantee's tax on the Deed, Buyer's attorneys' fees and expenses, and any other costs not allocated to Seller that are incurred by or on behalf of Buyer. Seller and Buyer shall equally share the cost of any escrow fee imposed by the Escrow Agent. If, at the Closing, any special assessment or assessments for improvements shall be or shall have been made against the Premises, or any portion or portions thereof, or is payable prior to or at the Closing pertaining to periods prior to Closing, all unpaid installments of any such assessment (including those which are to become due and payable after the Closing) shall be deemed due and payable prior to the Closing and shall not be apportioned between Seller and Buyer and shall be paid and discharged by Seller to the extent Seller is not lawfully exempt therefrom. Any assessments due and payable under any private recorded restrictive covenants shall be pro-rated as of the date of Closing among Buyer and Seller according to their respective periods of ownership.

In addition, if before, during or after the Closing there is an adjustment or reassessment by any governmental authority with respect to, or affecting, any ad valorem taxes for the Premises for the year of the Closing or any prior year (whether in the nature of a "roll-back" tax or otherwise) which is not related to improvements being constructed by Buyer, any additional tax payment for the Premises required to be paid with respect to the year of the Closing shall be prorated between Buyer and Seller and any such additional tax payment for the Premises for any year prior to the year of the Closing shall be paid by Seller. In no event shall Buyer be obligated to pay any taxes, special assessments, assessments or other payments attributable to the period of time prior to Closing, Seller agreeing that any such obligations shall remain Seller's. The obligations of Seller and Buyer set forth in this Section 5.3 shall survive the Closing.

ARTICLE VI

INSPECTION PERIOD

6.1 Inspection Period. Buyer shall at all times before the Closing, have the privilege of inquiring about the Premises and going upon the Premises with its employees, consultants, agents or engineers as needed to inspect, examine, survey, perform tests and otherwise do whatever Buyer deems necessary to evaluate the suitability of the Premises for the Buyer's contemplated use and development, including, without limitation, the Intended Purpose. Said privilege shall include, but not be limited to, the right, at Buyer's sole cost and expense, to make soil or groundwater tests, corings, borings and other tests deemed necessary by Buyer to obtain information related to surface, subsurface, topographic, environmental and other conditions of the Premises. Buyer agrees not to disclose to any third party any non-public information provided to Buyer by Seller or generated by Buyer through its

inspections, except to Buyer's agents, contractors, accountants, engineers, consultants, attorneys or lenders, to the extent necessary for the purposes of this transaction, or as may be required by law or by court order. Buyer's inspection activities will be conducted upon reasonable advance notice to Seller. Buyer hereby indemnifies and agrees to hold Seller harmless from and against any claims, liens, or damages incurred by or filed against Seller or filed against the Premises and/or adjacent land resulting from persons or firms entering the Premises on Buyer's behalf pursuant to the privilege granted under this Section, excluding, however, any loss sustained by Seller as a result of what the tests and studies reveal. Buyer's indemnity obligations under this Section shall survive for a period of twelve (12) months from the expiration of the Inspection Period (defined hereafter) or the termination of this Agreement. **IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL BUYER BE LIABLE TO SELLER FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF REVENUES, OR LOSS OF BUSINESS), EXCEPT TO THE EXTENT ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE ACTUALLY AWARDED TO A THIRD PARTY UNAFFILIATED WITH SELLER AND FOR WHICH SELLER IS REQUIRED TO PAY SUCH DAMAGES TO SUCH THIRD PARTY, ARISING FROM OR RELATING TO BUYER OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES INQUIRING ABOUT THE PREMISES, ACCESS TO, ENTRY UPON AND/OR INSPECTION OF THE PREMISES OR MAKING OR PERFORMING TESTS ON THE PREMISES, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH DAMAGES ARE**

SOUGHT IS BASED ON BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, STATUTE, REGULATION OR ANY OTHER LEGAL THEORY OR LAW, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If Buyer, in its sole and absolute discretion, is not satisfied with the Premises, it may elect, on or before the date which is ninety (90) days following the Effective Date (such 90-day period being herein referred to as the "Inspection Period") to elect to proceed with the transaction or terminate this Agreement. If Buyer fails to provide written notice of intent to proceed with the purchase on or before 6:00 pm Eastern time on the last day of the Inspection Period, then this Agreement shall be terminated and the Deposit shall be returned to Buyer, Buyer shall be obligated to pay the sum of \$100.00 to Seller, and this Agreement shall be deemed of no further force or effect, excepting only for those obligations of Buyer and Seller which are contemplated to survive termination of the Agreement. Seller acknowledges and agrees that the sum of \$100.00 is good, adequate and sufficient consideration for the rights granted to Buyer under this Section. If Buyer provides written notice of intent to proceed with the purchase on or before 6:00 pm Eastern time on the last day of the Inspection Period, the Inspection Period shall be deemed concluded, and Buyer shall be deemed to have waived the right to terminate this Agreement as provided for in this Section 6.1.

6.2 Title to Premises. Buyer shall have until the expiration of the Inspection Period during which to examine title to the Premises and review a current ALTA/ACSM survey (the "Survey") of the Premises to be obtained by Seller at Seller's sole cost and expense (certified to Buyer and such other parties as Buyer may reasonably designate and including such Table A matters as Buyer shall reasonably require) and delivered to Buyer not

later than sixty (60) days after the Effective Date, and to advise Seller in writing of any defects or objections affecting the title to the Premises or the use thereof by Buyer disclosed by such title examination and/or Survey. From time to time prior to Closing, Buyer may update the effective date of such title examination or Survey and give notice to Seller of all defects or objections appearing for the first time subsequent to the effective date of its previous title examination or Survey update, as the case may be. Such matters as are disclosed by Buyer's title examination and/or Survey and not objected to by Buyer are herein referred to as the "Permitted Exceptions". Seller shall have five (5) business days after receipt of any notice of title and/or survey defects or objections from Buyer ("Seller's Response Deadline") to advise Buyer in writing which of such title and/or survey defects or objections Seller does not intend to satisfy or cure. If Seller fails to give such written advice to Buyer prior to Seller's Response Deadline, then Seller shall be deemed to have declined to satisfy or cure any such defects or objections set forth in Buyer's notice. If Seller shall advise Buyer in writing that Seller does not intend to satisfy or cure any specific non-monetary encumbrances, or Seller is deemed to have declined to satisfy or cure any such defects or objections set forth in Buyer's notice, then Buyer may elect, by written notice given within five (5) business days after Seller's Response Deadline, either (a) to terminate this Agreement by written notice to Seller, in which event the Deposit shall be immediately refunded to Buyer and this Agreement shall be of no further force or effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder except those which are expressly set forth herein as intended to survive, or (b) to accept title subject to such specific non-monetary encumbrances. Seller shall have until the Closing to satisfy or cure all such defects and objections which Seller agreed to satisfy or cure as provided above. If Seller fails

or refuses to cure any defects and objections which Seller has agreed to cure or which are required herein to be satisfied or cured by Seller prior to the Closing, then, at the option of Buyer, (i) Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be immediately refunded to Buyer, and this Agreement shall be of no further force and effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder except those which are expressly set forth herein as intended to survive, (ii) if any such defect or objection is one that Seller agreed to satisfy or cure as provided above, and is one that can be cured by the payment of a definite and liquidated sum of money, then Buyer may cure such defect or objection, in which event the Purchase Price shall be reduced by such definite liquidated sum and such defects or objections shall become Permitted Exceptions, (iii) Buyer may accept title to the Premises subject to such defects and objections, or (iv) any combination of items (ii) and (iii). If Buyer elects to cure any such defects and objections pursuant to item (ii) hereof, then Buyer at its option, upon giving notice to Seller, may extend the Closing Date until the later of the date which is thirty (30) days after the curing of such defects or objections or the Closing Date required under Section 5.1 of this Agreement. If any defect or objection shall not have been cured within such period, then Buyer may exercise its option under either item (i) or (iii) hereof. Notwithstanding the foregoing or any other provision herein to the contrary, Seller shall be unconditionally obligated, at its sole cost and expense, to satisfy at or prior to Closing all monetary encumbrances evidenced by deeds of trust, tax liens, judgments, mechanic's liens or other liens or charges in a fixed sum or capable of computation as a fixed sum which were created by, or as a result of the actions of, Seller or RIFA ("Liquidated Liens"), and Seller authorizes the use of the Purchase Price otherwise payable to Seller at Closing to pay and

discharge any Liquidated Liens.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement, Seller hereby covenants, represents and warrants to Buyer as follows as of the Effective Date and as of Closing:

7.1.1. Authorization and Agreements. Seller is a political subdivision of the Commonwealth of Virginia and is fully authorized to enter into this Agreement and all transactions contemplated hereby. The execution and delivery hereof and the performance by Seller of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or instrument to which Seller is a party or by which Seller is bound.

7.1.2. Title to Properties. Immediately prior to Closing, Seller will have good and marketable fee simple absolute title to the Premises free and clear of all liens and encumbrances, except Permitted Exceptions.

7.1.3. Execution of Agreement. The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in a material violation of any law, order, rule or regulation of any court or of any federal, state or local commission, regulatory body or administrative agency having jurisdiction over Seller.

7.1.4. Litigation. To the best of Seller's knowledge and belief, there is no suit, action, claim or investigation pending or threatened against Seller or the Premises or to

which Seller is or might become a party, which would, in the opinion of Seller, materially adversely affect the Premises.

7.1.5. Zoning. The Land is currently subject to a zoning classification which will permit the development, construction and use of the Premises for the Intended Purpose and there are no violations of any application zoning rule or regulation related to Seller's use or the Intended Purpose.

7.1.6. Contracts and Leases. To Seller's knowledge, and except for matters of record or as contemplated by this Agreement, there are no contracts, commitments, dedications or other agreements or instruments or understandings with respect to the Premises, or any amendments thereto, which will be binding on Buyer after the Closing and there are no existing leases of any portion of the Premises, licenses, or other agreements to occupy or use all or any portion of the Premises.

7.1.7. Access. The Premises has direct legal access to Slayton Avenue, a public right-of-way.

7.2. Representations and Warranties of Buyer. As an inducement to Seller to enter into this Agreement, Buyer covenants, represents and warrants to Seller that (i) Buyer is a limited liability company duly organized and validly existing under the laws of the Commonwealth of Virginia, (ii) Buyer has full power and authority to enter into this Agreement and to carry out its obligations hereunder, and (iii) the execution, delivery and performance by Buyer of his obligations hereunder will not violate or constitute an event of default under the terms of the provisions of any agreement, document or instrument to which it is a party or by which it is bound.

ARTICLE VIII
DAMAGE OR DESTRUCTION PRIOR TO CLOSING

8.1. Repairs by Seller. In the event that the Facility or any part thereof is damaged or destroyed by fire or other casualty prior to Closing (whether during construction or after construction is substantially completed), Seller shall repair or reconstruct the Facility (excluding Buyer's Installations) to the same condition as existed prior to the occurrence of such damage or destruction; provided, however, that (i) in the event Seller maintained the insurance required under Section 3.3 of this Agreement and (ii) the sum of such deductible(s) as is/are applicable under Seller's insurance policy(ies) plus all insurance proceeds payable as a result of such casualty loss are insufficient to fully cover the costs of such repairs or reconstruction, Seller may elect not to make such repairs and terminate this Agreement, in which event the Deposit shall be returned to Buyer, and this Agreement shall be deemed of no further force or effect, excepting only for those obligations of Buyer and Seller which are contemplated to survive termination of the Agreement. Seller agrees that, subject to the conditions set forth in the immediately preceding sentence, Seller shall promptly commence and diligently prosecute the repair or reconstruction so that the same shall be completed as soon as reasonably possible. The Completion Date shall be postponed a sufficient period of time to permit Seller to complete the repair or reconstruction of the Improvements in the manner contemplated by this Article VIII, but, in no event, shall Seller be entitled to a delay of the Completion Date for an aggregate period exceeding one hundred eighty (180) days past the Estimated Completion Date for the purpose of repairing or reconstructing the same. If such repairs or reconstruction cannot be or are not completed within one hundred eighty (180) days after the Estimated Completion Date, either Buyer or Seller may, by written notice to the other, elect to terminate this Agreement and upon such termination the Deposit

shall be returned to Buyer and the parties hereto shall be released and discharged of all further claims and obligations, each to the other, hereunder. In the event neither Buyer nor Seller elects to terminate this Agreement, Seller shall diligently prosecute the repair or reconstruction of the Facility (excluding Buyer's Installations) to the same condition as existed prior to the occurrence of such damage or destruction and the Closing shall be postponed as necessary to allow the completion by Seller of such repair or reconstruction.

8.2. Seller's Insurance. Prior to Closing, Buyer and Seller agree that in the event of any damage or destruction to the Improvements, Seller shall look to the Seller's insurance policies to recover all costs and expenses incurred by Seller in repairing the Facility (excluding Buyer's Installations) to the same condition as existed prior to the occurrence of such loss or damage, and provided such damage or destruction is not caused in whole or in part by the acts or omissions of Buyer, its contractors, subcontractors, agents, employees, or anyone directly or indirectly employed by it (for whose acts it may be liable), Buyer shall not be obligated in any way to reimburse Seller for any loss suffered by Seller in so restoring the Facility.

ARTICLE IX

ASSIGNMENT

Neither Buyer nor Seller may assign this Agreement without obtaining the prior written consent of the other party and any purported assignment without such written consent shall be void and of no effect. Notwithstanding the foregoing, Buyer shall be entitled to assign this Agreement to an affiliate of Buyer or Buyer's parent without Seller's consent. Upon any effective assignment of Buyer's rights hereunder, Buyer and Buyer's assignee shall be and become jointly and severally liable hereunder.

ARTICLE X

DEFAULT

10.1. Seller's Default. If Seller defaults hereunder, Buyer may (i) terminate this Agreement by notice to Seller, in which event the Deposit shall be promptly refunded to Buyer and Seller shall be required to reimburse Buyer for Buyer's actual verifiable third-party out-of-pocket expenses and due diligence costs pertaining to this transaction (including reasonable and actual attorneys' fees) (collectively, "Buyer's Costs") up to a maximum aggregate amount of \$500,000 (the "Reimbursement Cap"), or (ii) seek to enforce specific performance of this Agreement and the transaction provided for herein according to the terms hereof by all means available at law or in equity. Notwithstanding the foregoing, Seller shall not be deemed in default hereunder for any reason unless Seller shall have been given written notice by Buyer of such default and failed to cure such default within thirty (30) days after receipt of such notice.

10.2. Buyer's Default. Seller and Buyer agree that in the event of a default by Buyer under this Agreement, the damages suffered by Seller will be difficult to ascertain, and that, in the event of a default by Buyer, Seller's sole and exclusive remedy shall be to obtain from the Escrow Agent the Deposit, as liquidated damages, and Seller hereby specifically waives the right (i) to seek specific performance of this Agreement by Buyer, and (ii) to sue Buyer for monetary damages resulting from Buyer's default under this Agreement. Notwithstanding the foregoing, Buyer shall not be deemed in default hereunder unless Buyer shall have been given written notice by Seller of such default and failed to cure such default within thirty (30) days after receipt of such notice.

ARTICLE XI

COMMISSIONS

Buyer and Seller each represents to the other that it has not entered into any agreement or incurred any obligations which might result in the obligation to pay a sales or brokerage commission or finder's fee with respect to this transaction and each agrees to the extent allowable by law to indemnify and hold the other harmless from any claim, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which might be sustained by the other as a result of any inaccuracy in such representation. This Article XI shall survive Closing.

ARTICLE XII

GENERAL PROVISIONS

12.1. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, with the exception of the Performance Agreement. To the extent of any conflict between the terms of the Performance Agreement and the terms of this Agreement, this Agreement shall control.

12.2. Notices. Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless the same shall be in writing and delivered by (i) email, (ii) in person, (iii) by courier, (iv) by reputable overnight courier guaranteeing next business day delivery, or (v) sent postage prepaid by United States certified mail, return receipt requested, directed to the other party at its address provided below, or such other address as either party may designate by notice given from time to time in accordance with this Section. Such notices or other communications shall be effective (i) in the case of personal delivery or courier delivery, on the date of delivery to the party to

whom such notice is addressed as evidenced by a written receipt signed on behalf of such party, (ii) if by overnight courier, on the day of deposit thereof with the courier with all delivery charges prepaid, (iii) if by email, on the date of transmission, or (iv) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office.

The notice addresses for Seller and Buyer are as follows:

If to Seller:

Industrial Development Authority of Danville, Virginia
P.O. Box 3300
Danville, Virginia 23543
Email: Kim.custer@danville.va.gov
Attention: Chairman of the IDA

With a copy to:

Industrial Development Authority of Danville, Virginia
P.O. Box 3300
Danville, Virginia 23543
Email: cityattystaff@danville.va.gov
Attention: City Attorney

and

LeClairRyan
919 East Main Street, 24th Floor
Richmond, Virginia 23219
Email: john.selbach@leclairryan.com
Attention: John C. Selbach, Esquire

If to Buyer:

KYOCERA SGS Tech Hub, LLC
230 Slayton Avenue
Danville, Virginia 24540
Email: wells@kyocera-sgstool.com
Attention: Jason Wells, Chief Technology Officer

With a copy to:

Williams Mullen
200 South 10th Street
16th Floor
Richmond, Virginia 23219
Email: pgottschalk@williamsmullen.com
Attention: Patrick O. Gottschalk, Esquire

12.3. Headings and Pronouns. Any headings in this Agreement are solely for the convenience of the parties and are not part of this Agreement. The use of any pronoun in this Agreement shall be deemed to include the masculine, feminine, neuter, singular and plural, all to the extent necessary to give effect to the purposes of this Agreement.

12.4. Applicable Law. This Agreement and the transaction herein contemplated shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia. Each party irrevocably submits to the jurisdiction of such courts and irrevocably waives and agrees not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

12.5. Binding Effect. The provisions of this Agreement shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors and permitted assigns. Subject to such limitations as are otherwise set forth in this Agreement, all representations and warranties of Seller in this Agreement shall survive Closing for the longer of (i) the time period specified in such representation or warranty, or (ii) nine (9) months from the Closing, and shall not merge into the Deed.

12.6. No Waiver. No waiver or any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall such a waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.7. Further Acts. Each party shall, at the request of any other party, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

12.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same agreement. Facsimile or other electronic signatures (such as .pdf) shall be deemed to be original signatures and of the same force and effect.

12.9. Amendments. This Agreement may not be changed or modified except by an instrument in writing executed by the parties hereto.

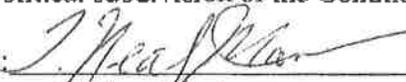
12.10. Attorneys' Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement or the transactions contemplated hereby, each party shall pay their own attorneys' fees and court costs incurred.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their respective duly authorized representatives effective as of the day and year first above written.

SELLER:

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By:  (SEAL)
T. Neal Morris, Chairman

BUYER:

KYOCERA SGS TECH HUB, LLC,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their respective duly authorized representatives effective as of the day and year first above written.

SELLER:

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____ (SEAL)
T. Neal Morris, Chairman

BUYER:

KYOCERA SGS TECH HUB, LLC,
a Virginia limited liability company

By:  (SEAL)
Name: ALAN PEARCE
Title: PRESIDENT & C.E.O

ESCROW AGENT

The undersigned Escrow Agent executes this Agreement subject to the attached General Conditions of Escrow solely for the purpose of evidencing its agreement to perform its obligations as set forth in the foregoing and annexed Build-To-Suit Purchase and Sale Agreement, it being understood and agreed that Escrow Agent shall have absolutely no liability for the performance by Seller or Buyer of their obligations under the Build-to-Suit Purchase and Sale Agreement.

Dated: 1/20, 2017

Safe Harbor Title Company

By: Melissa McCarroll
Name: MELISSA MCCARROLL
Title: PRESIDENT

12102146_12

GENERAL CONDITIONS OF ESCROW

Except as specifically modified by the written settlement instruction executed by all parties and accepted by the Escrow Agent, these General Conditions of Escrow shall apply to this escrow or settlement, and the property received hereunder.

1. Escrow Agent: Safe Harbor Title Company is herein referred to as Escrow Agent.
2. Deposit of Funds: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may commingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association, or other financial services entity, including any affiliate of Escrow Agent. It is understood that Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes affecting unclaimed property.
3. Limitations of Liability: Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following (Note that this paragraph shall not be construed to limit Escrow Agent's liability for its own negligence.):
 - a. The effect of the transaction underlying this escrow or of any element of that transaction, including without limitation, any defect in the real estate or other property that is the subject of that transaction, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and any misrepresentations made by any other party.
 - b. Any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument.
 - c. The default, error, action or omission of any other party to the escrow.
 - d. Any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution.
 - e. Any defects or conditions of title to any property that is the subject of this escrow, provided however that this limitation of liability does not limit or affect the liability of Fidelity National Title Insurance Company under any title insurance policy which it has issued or may issue and that no title insurance liability is created by this agreement.
 - f. The expiration of any time limit or other consequences of delay, unless a properly executed settlement instruction, accepted by Escrow Agent has instructed the Escrow Agent to comply with said time limit.
 - g. Escrow Agent's compliance with any legal process, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
4. Default, Non-Performance and Disputes: In the event any party to the transaction which is the subject matter of this escrow shall tender any performance after the time when such performance was due, Escrow Agent may nevertheless proceed with its function under this escrow, including without limitation the delivery of documents and the disbursement of funds unless one of the parties to this escrow shall give to the Escrow Agent a written direction to stop the further performance of the Escrow Agent's functions hereunder. Except as otherwise provided herein, the event of written notice of default, non-performance or dispute is given to the Escrow Agent by any party, Escrow Agent will promptly notify all other parties of such notice. Thereafter, Escrow Agent is entitled

to decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except on receipt of a mutual agreement of the parties in writing or upon an appropriate order of court.

5. **Settlement Statements:** Escrow Agent shall prepare settlement statements or otherwise account to the parties for all funds received and disbursed hereunder at the time of final settlement and closing of this escrow. Escrow Agent shall not be liable for the accuracy of information furnished to it by other persons in the normal course of business, or the failure to adjust items not designated in writing. Adjustment items shall be prorated on the basis of a calendar year and a thirty day month. Escrow Agent shall account for adjustments, credits and charges of expense items according to the custom and usage of the community. Signed approval of settlement statements or other accounting of funds shall constitute the authority to Escrow Agent to disburse funds as shown thereon, and deliver instruments held in escrow as set forth in the escrow instruments. Upon completion of the disbursement of funds and delivery of instruments, Escrow Agent shall be released and discharged of its escrow obligations hereunder.

6. **Escrow Fees, Charges, Other Expenses and Additional Required Funds:** Escrow Agent shall charge for its service hereunder in accordance with its current regular schedule of fees (which includes annual maintenance fees) unless otherwise provided. Unless otherwise directed such fees shall be charged to the Purchaser and seller equally. All fees, charges and expenses are due and payable on or before the settlement date hereof, and such amounts may be retained by Escrow Agent out of any funds held in escrow due to the party from whom such amounts are due and owing. Additional amounts, which may become due for any reason shall be promptly paid to Escrow Agent by the party owing such amounts. Escrow Agent shall not be required to advance its own funds for any purpose, provided, that any such advance made at its option shall be promptly reimbursed by the party for whom it is advanced, and such optional advance shall not be an admission of liability on the part of Escrow Agent.

7. These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow.

8. **Attorney Fees:** In the event that litigation is initiated relating to this escrow, the parties hereto agree that Escrow Agent shall be held harmless from any attorney's fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's fault. To that end, the parties hereto agree to indemnify Escrow Agent from all such attorneys' fees, court costs and expenses.

Kyocera Tech Hub New Building	Wing Plan 7/25/2016	Darren Plan 9/7/2016	Tim/Darren Plan 10/10/2016	Jason Plan 10/11/2016	Plan B 12/21/2016	Final Plan 1/26/2017
ITEM	Budget	Budget	Budget	Budget	Budget	Budget
Superintendent	76,300	76,300	76,300	76,300	76,300	76,300
Project Manager	43,600	43,600	43,600	43,600	43,600	43,600
Clean-up Labor	16,350	16,350	16,350	16,350	16,350	16,350
Draw Plans Architectural	81,750	90,000	90,000	90,000	90,000	49,500
Field Office	2,725	2,725	2,725	2,725	2,725	2,725
Port-a-John	2,180	2,180	2,180	2,180	2,180	2,180
Temp Power	4,360	4,360	4,360	4,360	4,360	4,360
Perm Power	4,360	4,360	4,360	4,360	4,360	4,360
Temporary Utilities	4,905	4,905	4,905	4,905	4,905	4,905
Final Clean-up	8,649	8,649	8,649	8,649	8,649	8,649
Landfill & Dumpster	15,260	15,260	15,260	15,260	15,260	15,260
Permits & Fees and licenses	Waived	Waived	Waived	Waived	Waived	Waived
Tools & Safety	8,175	8,175	8,175	8,175	8,175	8,175
Rental Equipment	27,250	27,250	27,250	27,250	27,250	27,250
Survey / Layout	10,900	10,900	10,900	10,900	10,900	8,250
Site/landscaping Plan	32,700	32,700	32,700	32,700	32,700	32,700
Structural Plan	7,630	7,630	7,630	7,630	7,630	7,630
Payment and Performance Bonds	43,914	59,756	52,000	52,000	45,000	45,000
Insurance	20,588	20,588	24,385	24,385	24,634	24,634
Clearing/grubbing	21,800	21,800	21,800	21,800	in below	in below
Grading	251,911	251,911	213,675	213,675	216,920	205,920
E&S	59,950	59,950	55,500	55,500	in above	in above
BMP Pond (Credits)	98,100	98,100	65,850	65,850	49,500	32,850
Light Paving	174,400	174,400	289,710	289,710	159,500	143,000
Heavy Paving	174,400	174,400	in above	in above	in above	in above
Curb & Gutter	56,680	56,680	105,783	105,783	81,154	81,154
Concrete Walks	11,445	11,445	in above	in above	in above	in above
Storm Drain system	130,800	130,800	130,800	130,800	77,238	101,597
Dom Water	7,194	7,194	7,194	7,194	4,400	46,750
Fire Water	21,582	21,582	21,582	21,582	13,200	in above
Water Main Vault	21,800	21,800	21,800	21,800	11,000	in above
Sanitary	19,075	19,075	19,075	19,075	39,072	68,750
Seeding	13,080	13,080	13,080	13,080	17,600	10,000
Lanscaping (now inside too)	37,060	45,000	35,000	35,000	27,500	25,000
Concrete Slab on Grade	275,334	275,334	230,880	266,400	266,750	233,300
Masonry Turnkey	245,250	245,250	235,880	251,139	217,030	217,030

Structural Steel	403,628	557,405	562,770	405,844	304,651	282,651
Pre Eng Building				187,313	242,550	254,045
Blocking/Rough Carpentry	9,701	9,701	13,320	13,320	13,320	13,200
Arch Woodwork	13,080	44,400	22,200	22,200	22,200	10,780
EPDM Roof	201,814	238,700	202,020	145,688	141,097	141,097
Glass Entrance Canopy	0	67,000	55,000	55,000	none	none
Skylights (manufacturing)	0	100,000	74,547	74,547	none	16,500
Door Access Control						6,600
Doors/Frames/Hardware	52,320	39,960	28,194	28,194	30,753	34,706
Overhead Sectional Doors/rapid doors	19,075	19,075	12,500	12,500	46,126	47,039
Exterior Metal Wall Panels	56,680	222,000	58,275	58,275	57,750	57,750
Storefront Glass and doors	465,975	1,248,750	435,140	435,140	330,752	266,464
Drywall / Framing	245,250	249,750	310,800	310,800	452,760	452,760
Ceramic Tile	27,250	55,500	none	none	28,013	7,959
Accoustical Ceilings	21,800	49,950	71,011	71,011	in drywall	in drywall
Vinyl Floor Tile and Base	7,630	7,630	6,670	6,670	in carpet	in carpet
Tile Carpeting	21,800	11,100	37,360	37,360	32,998	31,338
Paint	27,250	55,500	72,750	91,575	87,945	87,945
Paint Ceilings	27,795	49,950	in above	in above	none	none
Epoxy Flooring	92,650	0	none	none	none	63,183
Floor Logo						4,500
Polished concrete	0	83,250	57,720	69,264	59,943	none
Toilet Partitions	13,080	20,813	10,434	10,434	7,200	7,200
Fire Extinguisher Cabinets	1,635	1,635	1,635	1,635	1,650	1,650
Toilet and Bath Accs and benches	1,744	3,996	3,996	3,996	4,385	4,384
Interior Building Signage	5,450	5,450	5,550	5,550	5,550	by Owner
Dock equipment	27,795	0	none	none	none	none
Lockers	0	0	13,320	13,320	13,200	by Owner
Folding Partition	0	0	28,860	28,860	none	none
Sprinkler	57,661	78,189	65,268	74,925	62,700	62,700
Plumbing	109,000	121,000	61,050	61,050	112,196	102,196
HVAC	228,900	665,000	1,065,600	1,065,600	510,400	429,785
Electrical	273,890	347,519	575,000	628,000	656,700	612,700
Machine Electrical Hook up		249,750	in above	in above	in above	by Owner
Site Lights	27,250	41,625	23,000	23,000	23,000	in above
Sales Tax	22,366	26,001	24,526	24,526	24,526	in above
Total	4,493,924	6,734,088	5,797,854	5,915,714	4,878,207	4,546,311

30,000 26,000 30,000 28,000 28,000
224.47 223 197 174 75 of 102

KYOCERA TECH HUB

SLAYTON AVENUE Danville, Virginia

GENERAL NOTES:

- CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AND MISS UTILITY (1-800-552-7000) 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY VERTICAL AND HORIZONTAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO VERIFY LOCATION OF AND PREVENT DISTURBANCE OF ANY EXISTING UTILITIES IN WORK AREA AS DESCRIBED ABOVE. CONTRACTOR SHALL PROVIDE IMMEDIATE TEMPORARY SERVICE TO ANY DAMAGED UTILITIES.
- CONTRACTOR SHALL NOTIFY VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) PRIOR TO ANY CONSTRUCTION ON STREET RIGHT-OF-WAYS.
- WHEN WORKING ADJACENT TO EXISTING STRUCTURES, POLES, ETC., CONTRACTOR SHALL USE WHATEVER METHODS THAT ARE NECESSARY TO PROTECT STRUCTURES FROM DAMAGE. CONTACT CITY OF DANVILLE POWER AND LIGHT (434-799-5270) WHEN WORKING NEAR POWER POLES. REPLACEMENT OF DAMAGED STRUCTURES SHALL BE AT THE CONTRACTORS EXPENSE.
- EROSION AND SEDIMENT CONTROL NOTES:
 - ALL SEDIMENT CONTROL PRACTICES AND MEASURES SHALL CONFORM TO THE LATEST EDITION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK AND THE VDOT ROAD AND BRIDGE STANDARDS MANUAL.
 - CONTRACTOR SHALL INSTALL SILT BARRIERS, INLET PROTECTION, CONSTRUCTION ENTRANCES, ETC. AS SHOWN ON THE DRAWINGS. AT POINTS OF INGRESS AND EGRESS TO PUBLIC RIGHT-OF-WAY, STABILIZE DISTURBED AREAS, AND PROVIDE OTHER MEASURES REQUIRED AS SHOWN ON THE DRAWINGS AND AS SPECIFIED.
 - CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PREVENT TRACKING OF SEDIMENT ONTO EXISTING PAVEMENT. CONTRACTOR SHALL REMOVE SEDIMENT THAT IS TRACKED ONTO THE EXISTING PAVEMENT AS DIRECTED BY THE CITY ENGINEERING DEPARTMENT.
 - ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES TO BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER MEASURES ARE NO LONGER NEEDED, UNLESS OTHERWISE AUTHORIZED BY THE LOCAL PROGRAM ADMINISTRATOR.
- ALL DISTURBED AREAS SHALL BE MULCHED AND SEEDED PER THE DETAILS AND SPECIFICATIONS WITHIN 7 DAYS OF ACHIEVING FINAL GRADES.
- IF CONSTRUCTION SCHEDULE DOES NOT ALLOW PERMANENT SEEDING IN THE DATES SHOWN IN THE SPECIFICATIONS AND DETAILS OR IF CONSTRUCTION IS TEMPORARILY HALTED DUE TO WEATHER, WINTER SHUT DOWN, ETC., THE CONTRACTOR SHALL INSTALL TEMPORARY SEEDING. WHEN PERMANENT SEEDING DATES CAN BE ACCOMMODATED, THE CONTRACTOR SHALL RESEED WITH PERMANENT SEEDING MIXTURES. ALL SEEDED AREAS, WHICH DO NOT PRODUCE A THICK, HEALTHY, DESIRABLE VEGETATIVE COVER, ARE TO BE RESEED AND MULCHED AS NECESSARY UNTIL ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED.
- TOPSOIL IS TO BE STOCKPILED AND RE-SPREAD OVER DISTURBED AREAS TO BE SEEDED IN ACCORDANCE WITH STANDARD & SPECIFICATION 1.61 OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK. THE CONTRACTOR SHALL LOCATE THE TOPSOIL STOCKPILE ON THE PROJECT SITE SUCH THAT THE LOCATION PROVIDES MINIMAL INTERFERENCE WITH CONSTRUCTION. THE STOCKPILE IS TO BE GRADED TO PROVIDE POSITIVE DRAINAGE AND SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE INSTALLED AS NECESSARY INCLUDING BUT NOT LIMITED TO SILT FENCE, DIVERSION DITCHES, CHECK DAMS, ETC.



VICINITY MAP

NOT TO SCALE

GENERAL NOTES:

- THE CONTRACTOR SHALL NOTIFY MISS UTILITY (1-800-552-7000) 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY VERTICAL AND HORIZONTAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO VERIFY LOCATION OF AND PREVENT DISTURBANCE OF ANY EXISTING UTILITIES IN THE WORK AREA AS DESCRIBED HEREIN. CONTRACTOR SHALL PROVIDE IMMEDIATE TEMPORARY SERVICE TO ANY DAMAGED UTILITIES.
- ANY CONSTRUCTION WITHIN VDOT RIGHT-OF-WAYS ARE TO BE IN ACCORDANCE WITH VDOT STANDARDS AND SPECIFICATIONS REGARDING MATERIALS, INSTALLATION, AND TESTING, UNLESS NOTED OTHERWISE HEREIN.
- UNLESS OTHERWISE DETAILED AND/OR SPECIFIED HEREIN, PIPES, DRAINAGE STRUCTURES, ETC. SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH VDOT ROAD AND BRIDGE STANDARDS AND SPECIFICATIONS, LATEST EDITION.

DRAWING INDEX

Sheet	Drawing Title
T1	Cover / Title Sheet
C1	Existing Conditions
C2	Phase I Grading
C3	Phase II Grading Plan
C4	Site Plan
C5	Utilities Plan
C5.1	Sanitary Sewer Profile
C6	Existing/Proposed VRRM Conditions
D1	Details
D2	Details

SET NUMBER	
	<input type="checkbox"/> APPROVAL
	<input type="checkbox"/> BIDDING
	<input type="checkbox"/> CONSTRUCTION
	<input type="checkbox"/> RECORD

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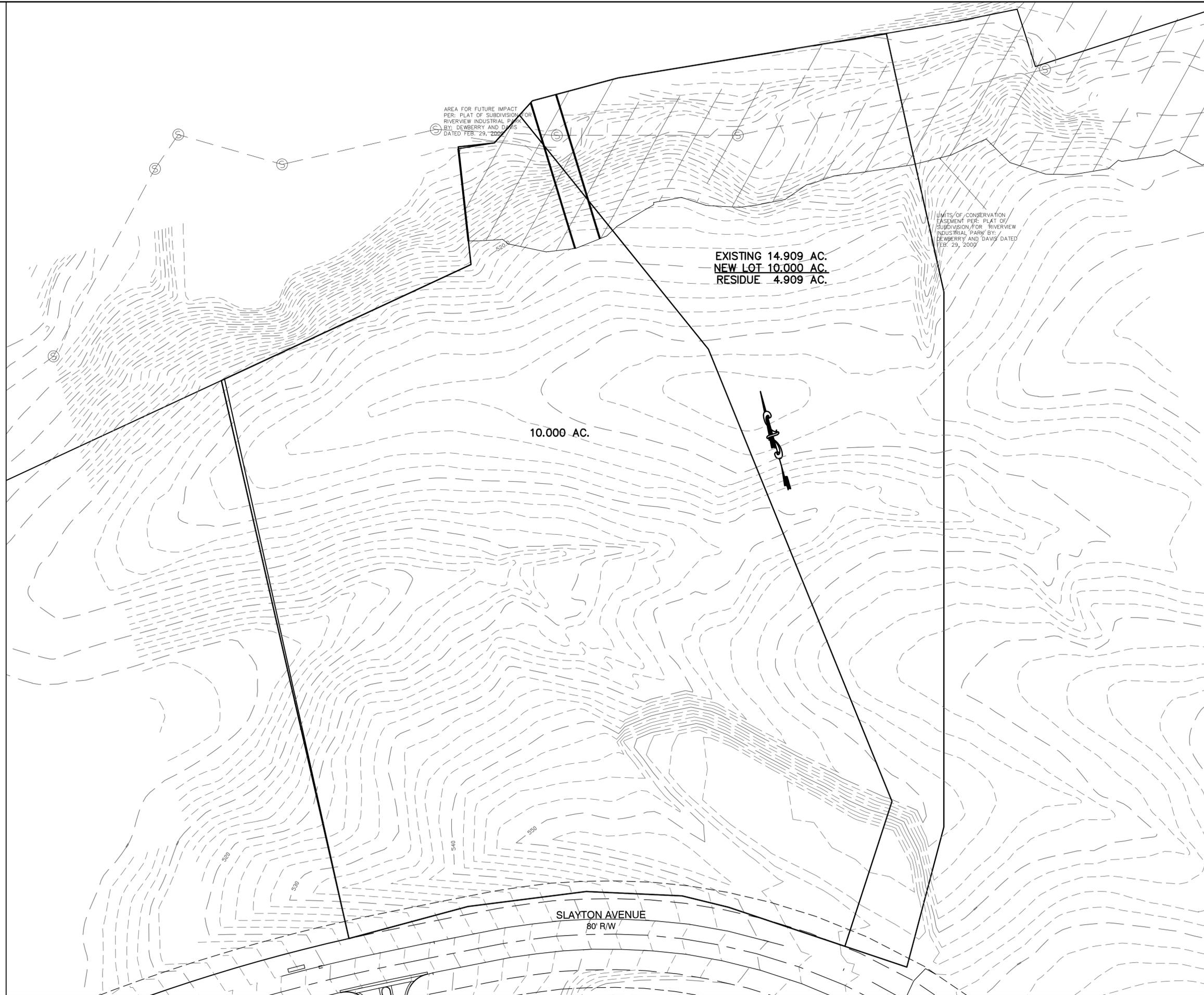


The Responsible Land Disturber (RLD) named by the owner or Land Disturbance permittee associated with this project shall be responsible for supervising inspections and maintenance of all required erosion and sediment control devices approved or prescribed by the Erosion and Sediment Control Program Administrator, Plan Reviewer, or Inspector for the City of Danville throughout the duration of the project until final stabilization is achieved. Frequency of inspections by the RLD shall be every two weeks and after each significant rainfall. Maintenance of all erosion and sediment controls shall be in accordance with the Virginia Erosion and Sediment Control Handbook, Third Edition, 1992 as amended. The Program Administrator or Inspector for the City of Danville may require inspection and maintenance logs from the RLD at any time.

RLD Signature and Certificate Number

ENGINEER:
Reynolds-Clark Development, Inc.
Gretchen B. Clark, P.E.
P.O. Box 556
Gretna, Virginia 24557
Phone: (434) 656-8961
Fax: (434) 656-8995





Kyocera Tech Hub
Danville, Virginia

RC
Reynolds-Clark
DEVELOPMENT, INC.

112 South Main Street - Post Office Box 556 - Geneva, Virginia 24557
Phone: 434.658.8881 - Fax: 434.658.8995
Web: www.reynoldskclark.com

EXISTING CONDITIONS

Revisions:

1.	xxx
2.	
3.	
4.	

Date: 01/12/2017	Drawing Number
Project #:	C1
Drawn By: SRK	
Scale: 1" = 50'	



Kyocera Tech Hub
Danville, Virginia

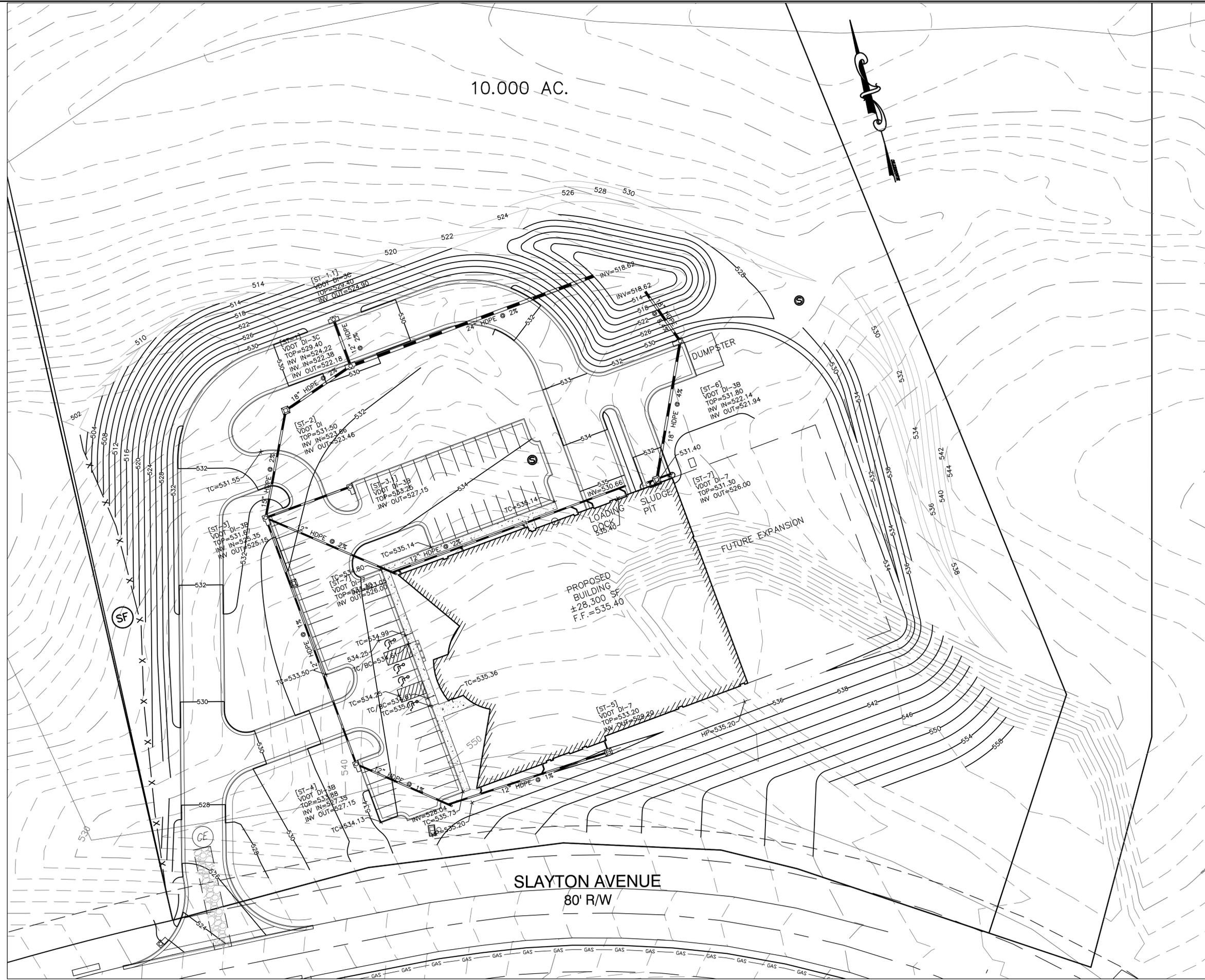


PHASE 1 GRADING,
EROSION AND
SEDIMENT CONTROL

Revisions:

1.	xxx
2.	
3.	
4.	

Date: 01/12/2017	Drawing Number
Project #:	C2
Drawn By: SRK	
Scale: 1" = 50'	



10.000 AC.



SLAYTON AVENUE
80' R/W

Kyocera Tech Hub
Danville, Virginia

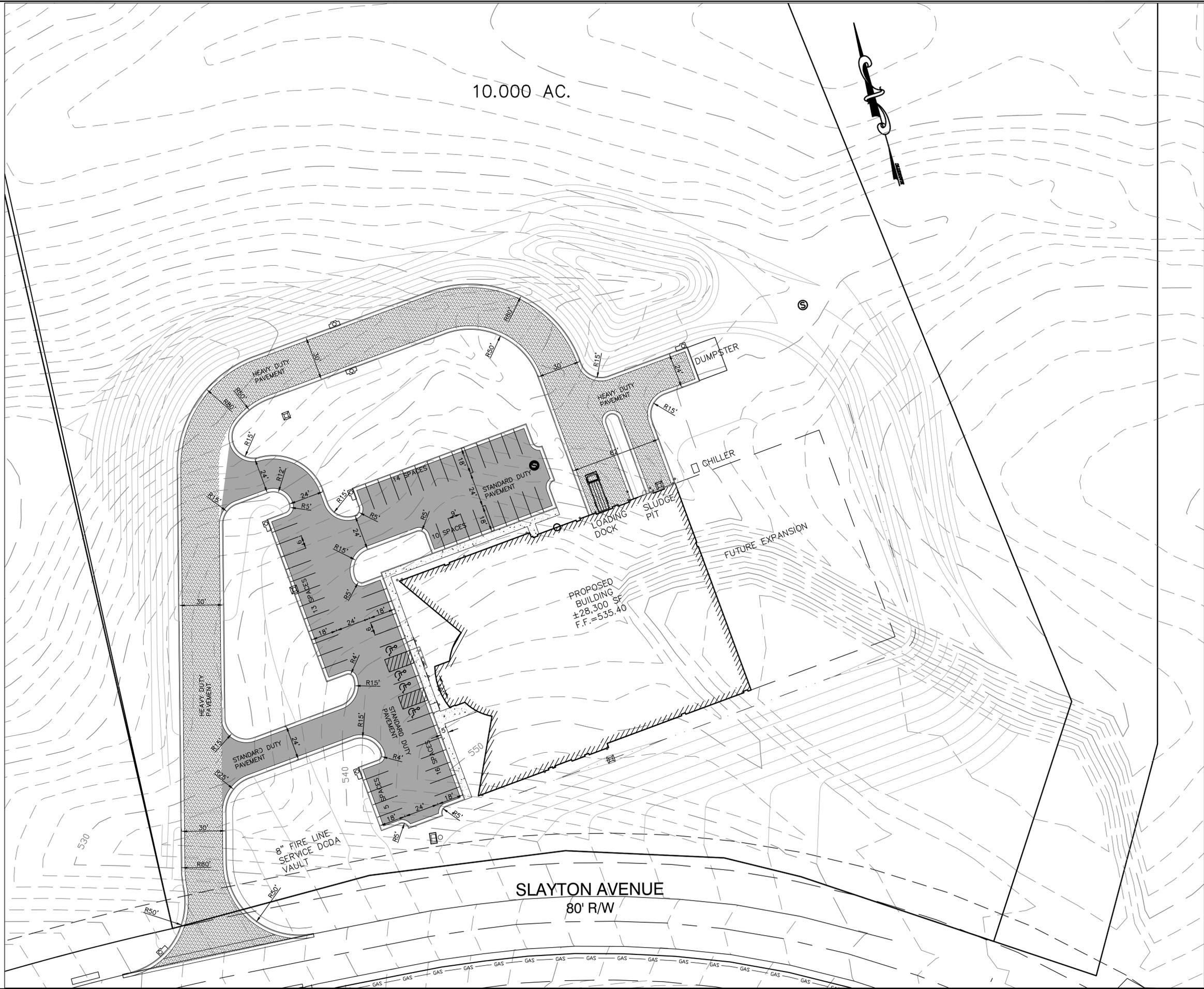


**PHASE 2 GRADING,
EROSION AND
SEDIMENT CONTROL**

Revisions:

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2.	
3.	
4.	

Date: 01/12/2017	Drawing Number
Project #:	C3
Drawn By: SRK	
Scale: 1" = 30'	



Kyocera Tech Hub
Danville, Virginia

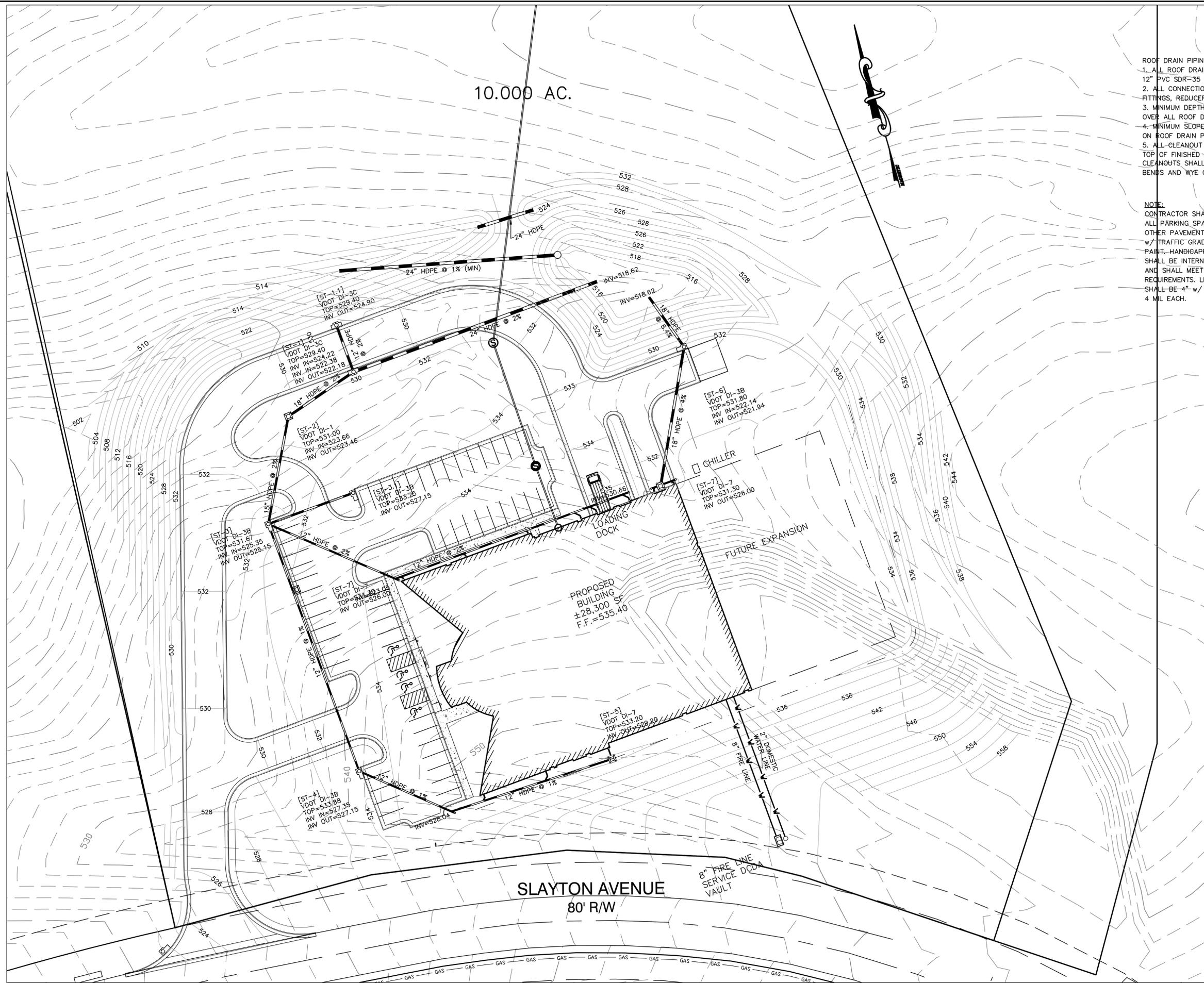
RC
Reynolds-Clark
DEVELOPMENT, INC.
112 South Main Street - Post Office Box 556 - Corona, Virginia 24557
Phone: 434.638.8961 - Fax: 434.638.8965
Web: www.reynoldsclark.com

SITE PLAN

Revisions:

1.	xxx
2.	
3.	
4.	

Date: 01/12/2017	Drawing Number
Project #:	C4
Drawn By: SRK	
Scale: 1" = 30'	



- ROOF DRAIN PIPING NOTES:
1. ALL ROOF DRAIN COLLECTION PIPING SHALL BE 12" PVC SDR-35 UNLESS NOTED OTHERWISE
 2. ALL CONNECTIONS SHALL BE MADE WITH WYE FITTINGS, REDUCERS SHALL BE USED AS NECESSARY.
 3. MINIMUM DEPTH OF COVER SHALL BE 3'-0" OVER ALL ROOF DRAIN PIPING.
 4. MINIMUM SLOPE SHALL BE 1.00% ON ROOF DRAIN PIPING.
 5. ALL CLEANOUT TOPS SHALL BE FLUSH W/ TOP OF FINISHED GROUND ELEVATION. CLEANOUTS SHALL BE PROVIDED AT ALL BENDS AND WYE CONNECTIONS.

NOTE:
CONTRACTOR SHALL STRIPE ALL PARKING SPACES AND OTHER PAVEMENT MARKINGS w/ TRAFFIC GRADE WHITE PAINT. HANDICAPPED PARKING SHALL BE INTERNATIONAL BLUE AND SHALL MEET ALL A.D.A. REQUIREMENTS. LINE WIDTHS SHALL BE 4" w/ 2 COATS OF 4 MIL EACH.

Kyocera Tech Hub
Danville, Virginia

Reynolds-Clark
DEVELOPMENT, INC.

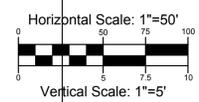
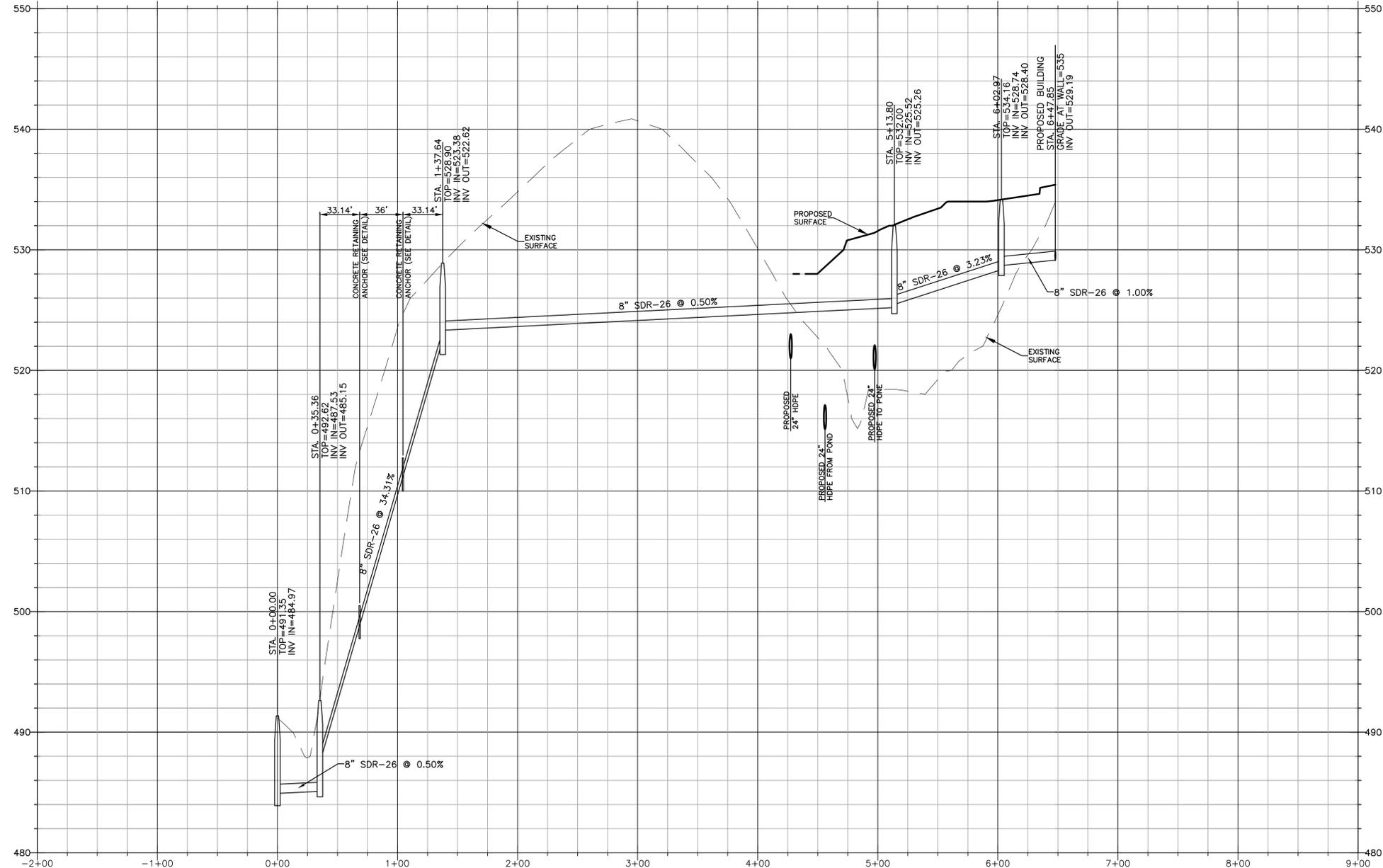
112 South Main Street - Post Office Box 556 - Corona, Virginia 24557
Phone: 434.636.8961 - Fax: 434.636.8965
Web: www.reynoldsclark.com

UTILITY PLAN

Revisions:

1.	xxx
2.	
3.	
4.	

Date: 01/12/2017	Drawing Number
Project #:	C5
Drawn By: SRK	
Scale: 1" = 30'	



Kyocera Tech Hub

Danville, Virginia



**SANITARY SEWER
PLAN & PROFILE**

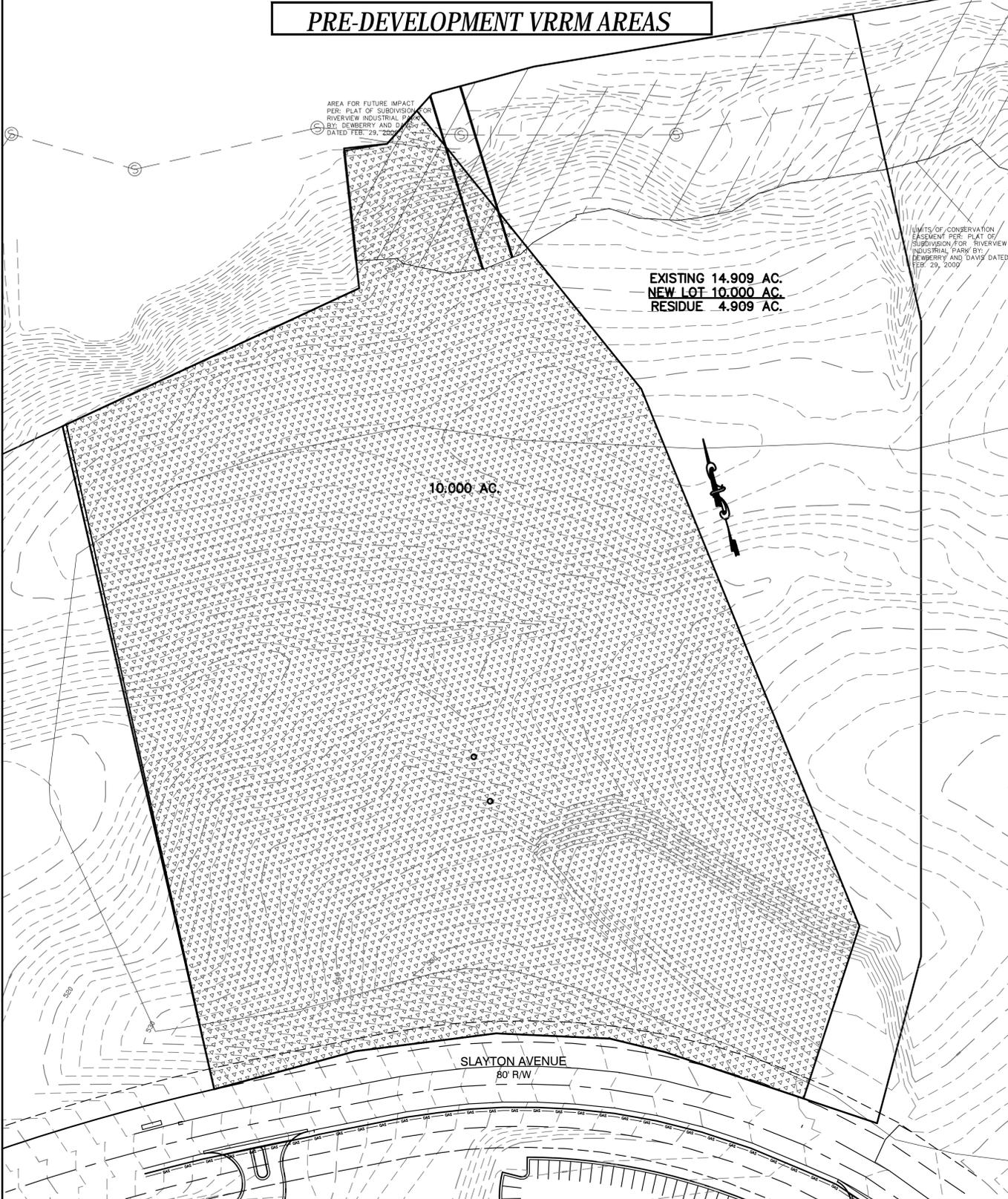
Revisions:

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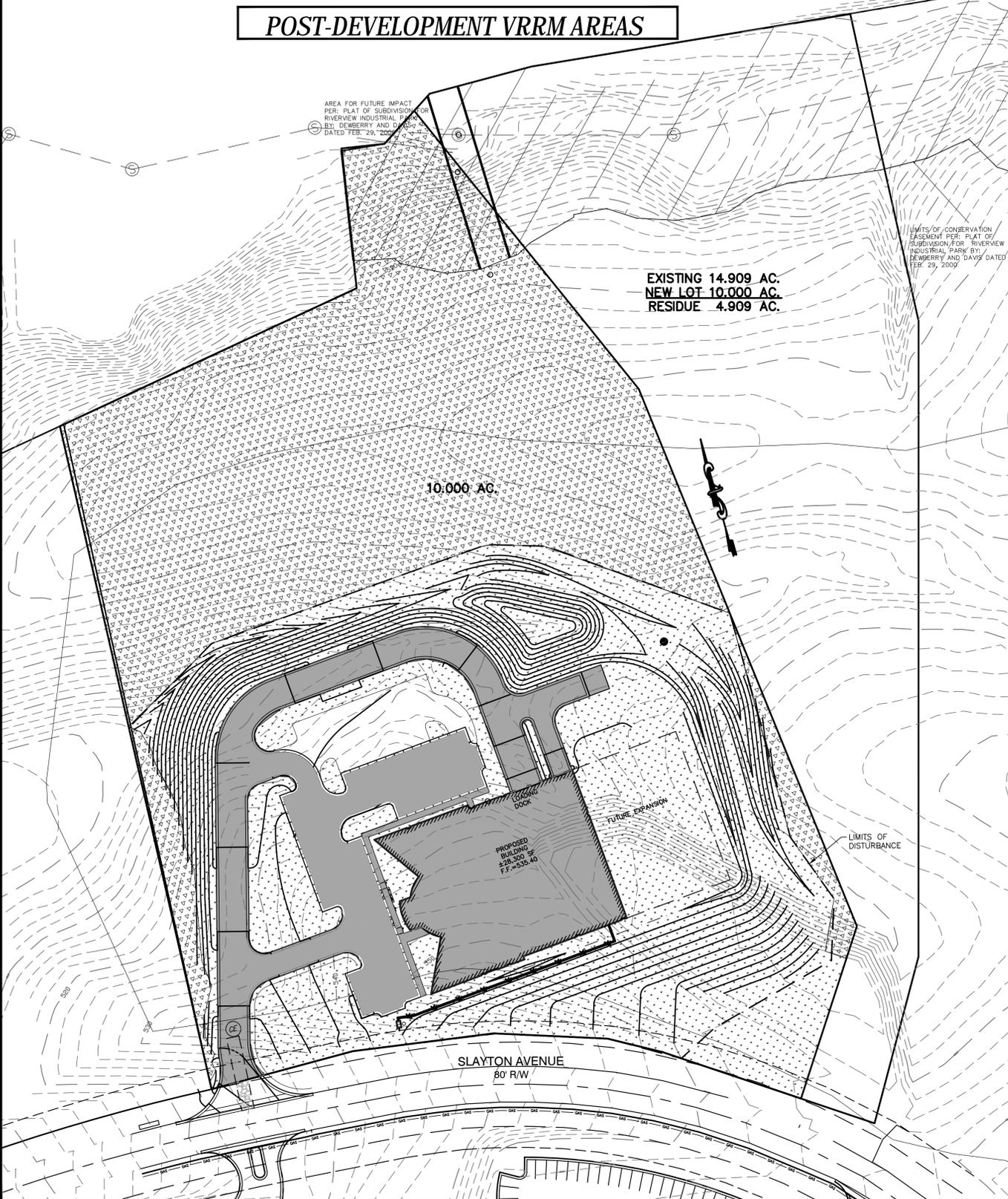
Date: 01/12/2017
 Project #:
 Drawn By: SRK
 Scale: 1" = 30'

Drawing Number
C5.1

PRE-DEVELOPMENT VRRM AREAS



POST-DEVELOPMENT VRRM AREAS



VRRM AREA DESIGNATION LEGEND

MEANING	SYMBOL	ACREAGE
IMPERVIOUS AREA		0.00 ac
MANAGED TURF		0.00 ac
FORESTED OR OPEN SPACE		10.00 ac

VRRM AREA DESIGNATION LEGEND

MEANING	SYMBOL	ACREAGE
IMPERVIOUS AREA		2.04 ac
MANAGED TURF		3.85 ac
FORESTED OR OPEN SPACE		4.11 ac

Kyocera Tech Hub
Danville, Virginia

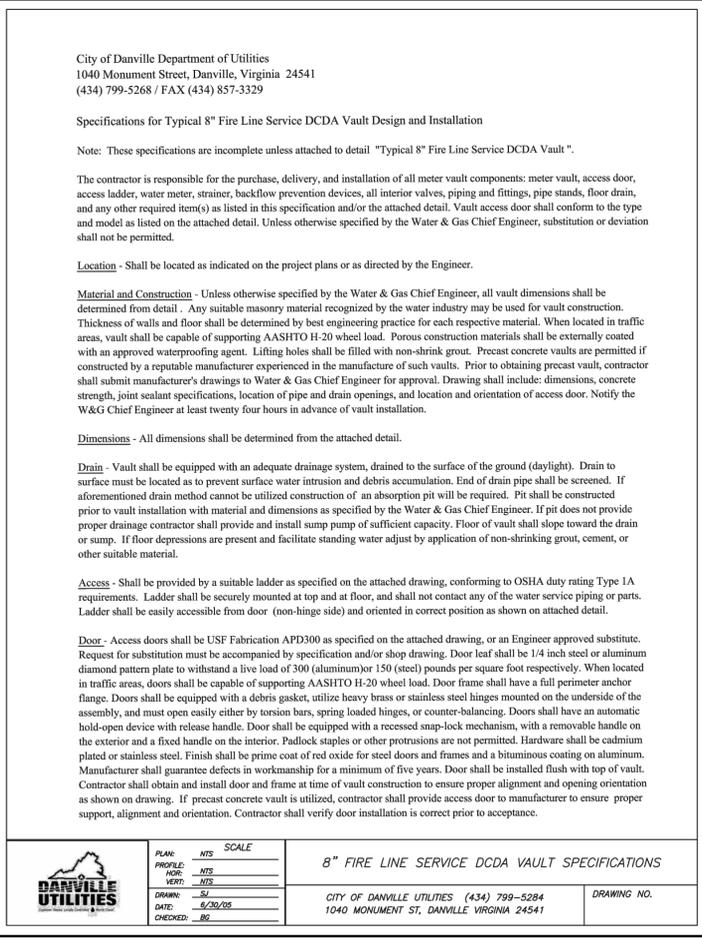
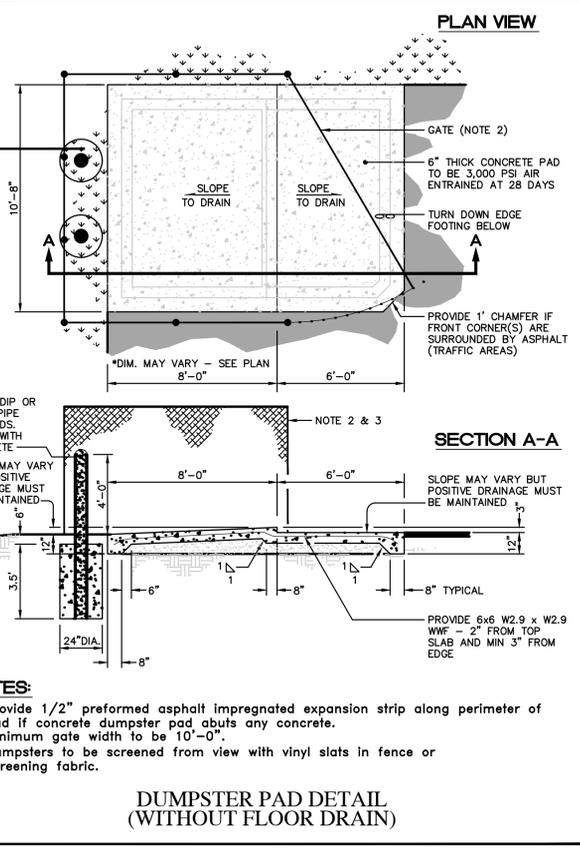
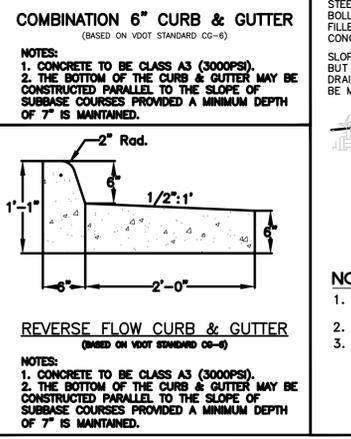
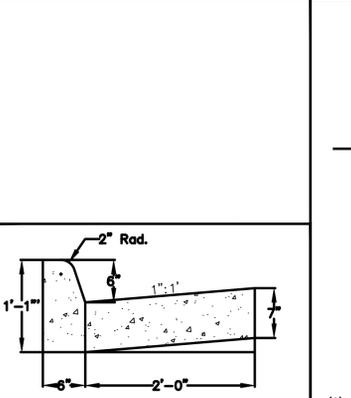
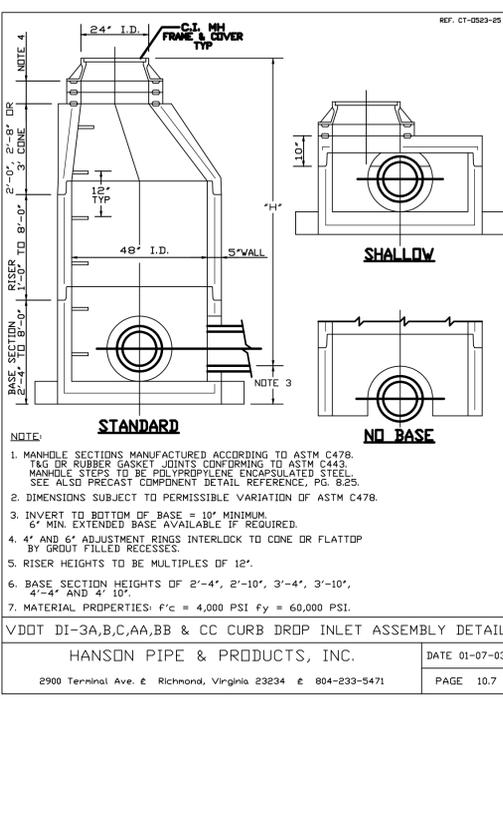
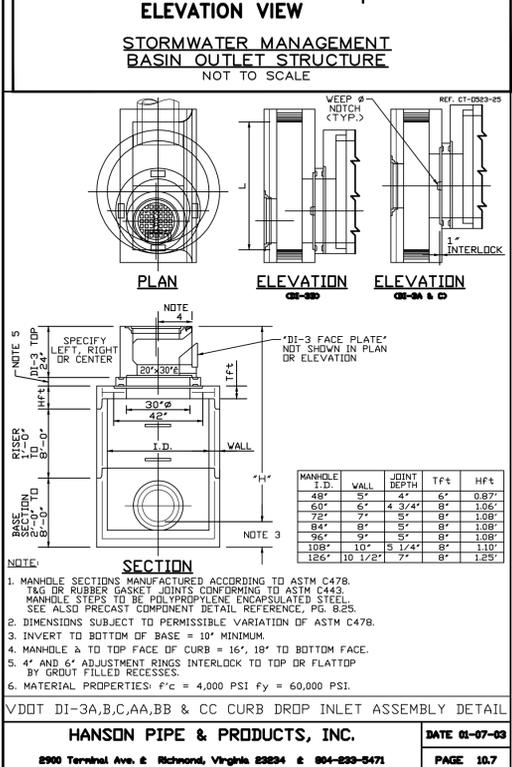
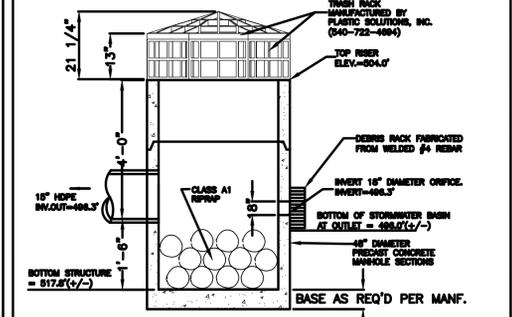
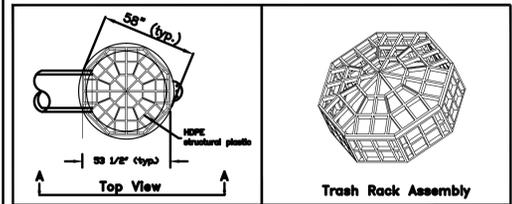
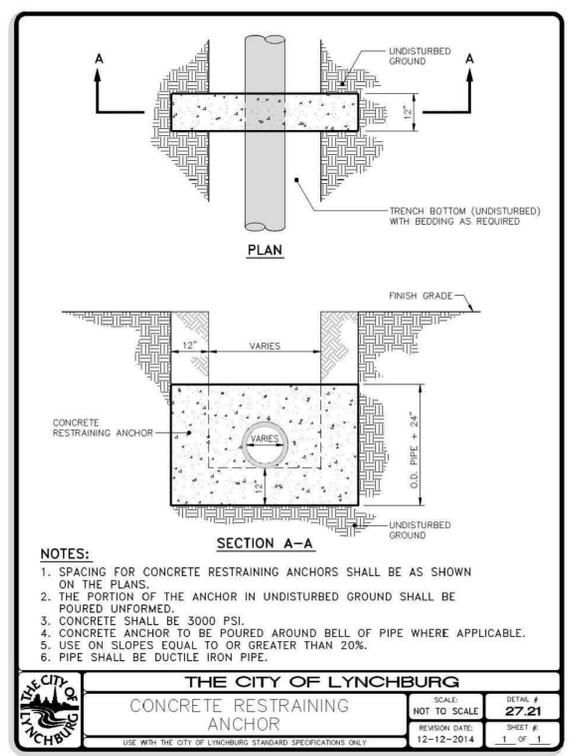
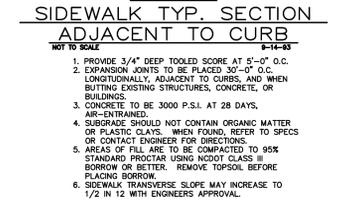
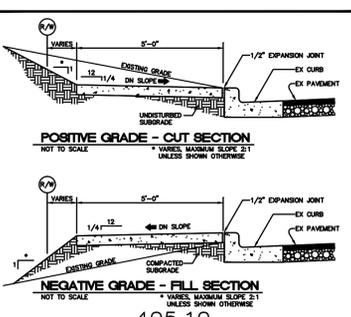
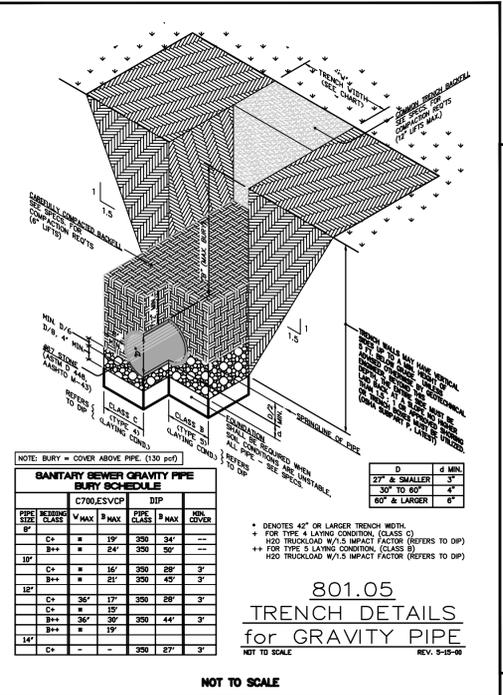
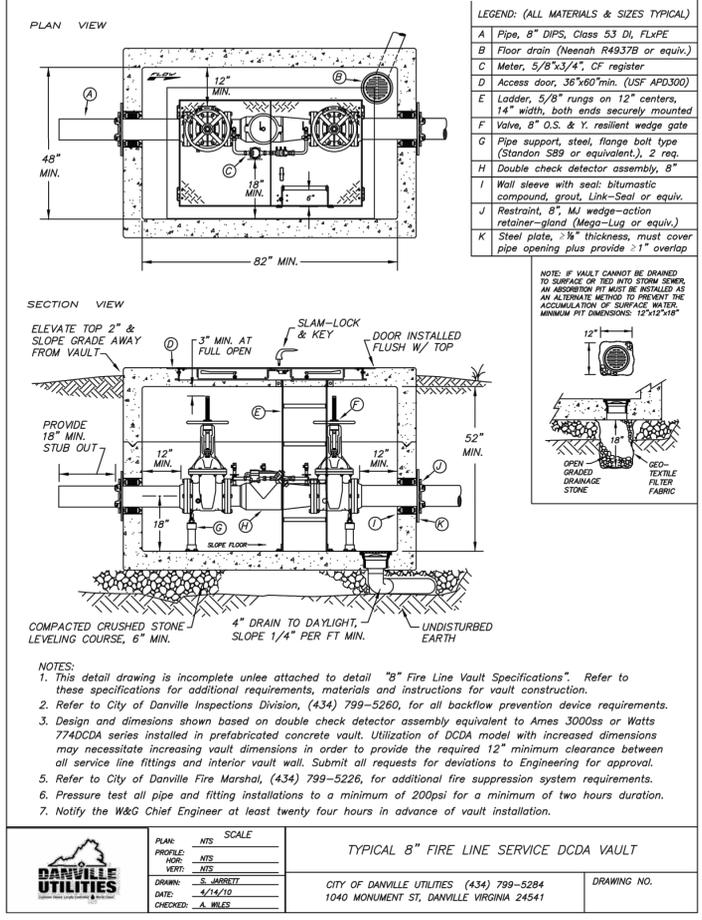
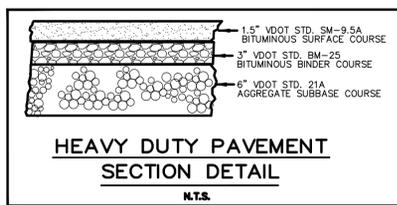
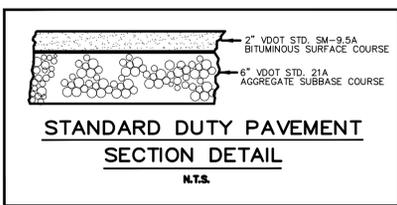
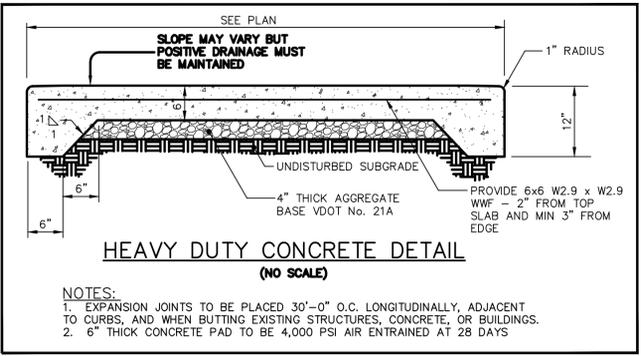
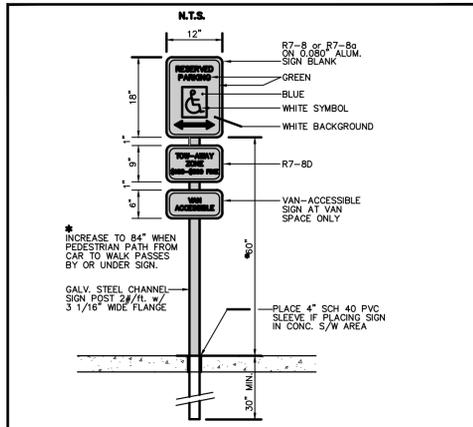
112 South Main Street - Post Office Box 558 - Corona, Virginia 24537
Phone: 434.658.8961 - Fax: 434.658.8965
Web: www.reynoldsclark.com

VRRM AREA DESIGNATION

Revisions:

1. _____
2. _____
3. _____
4. _____

Date: 01/12/2017	Drawing Number
Project #:	C6
Drawn By: SRK	
Scale: 1" = 60'	



Kyocera Tech Hub
Danville, Virginia

Reynolds-Clark
DEVELOPMENT, INC.

CONSTRUCTION DETAILS

Revisions:
1. xxx
2. xxx
3. xxx
4. xxx

Date: 01/12/2017
Project #: **D1**
Drawing Number
Scale: Not To Scale

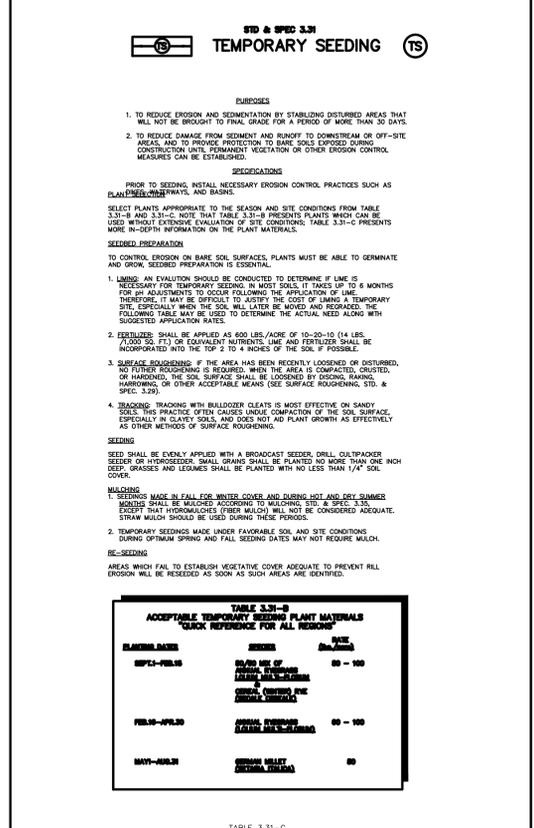
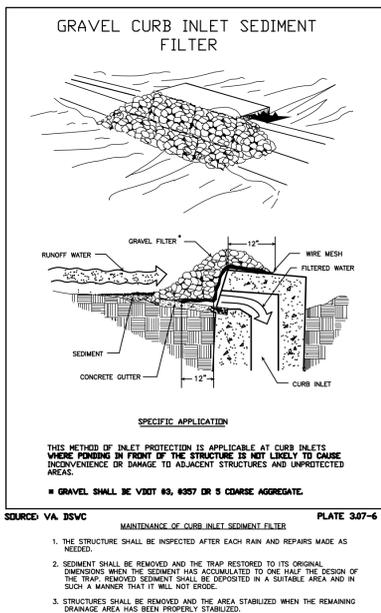
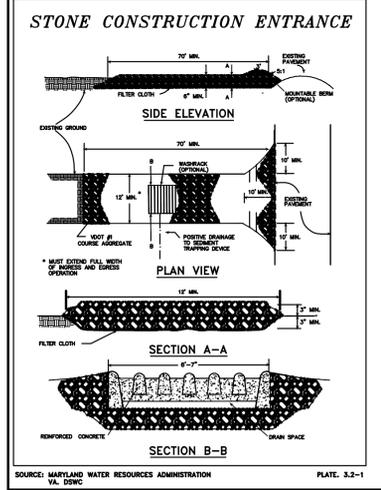
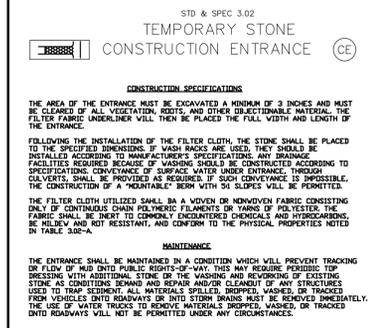
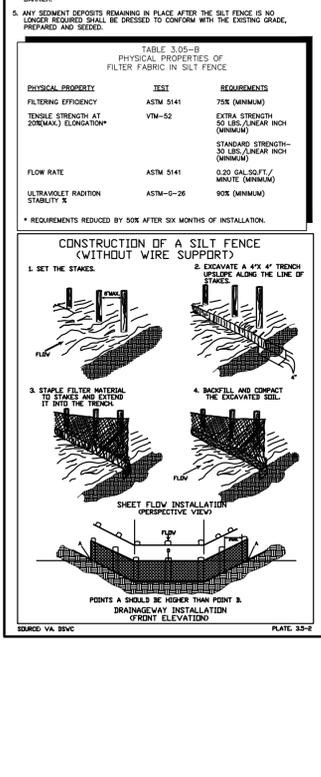
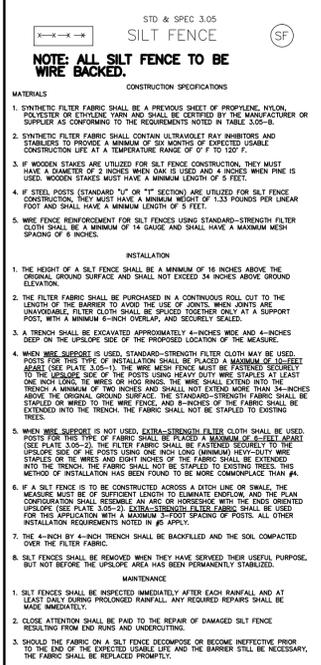
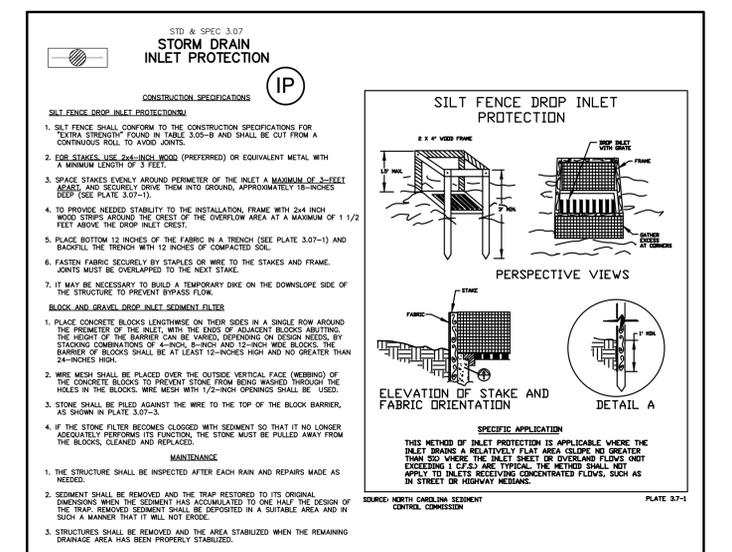
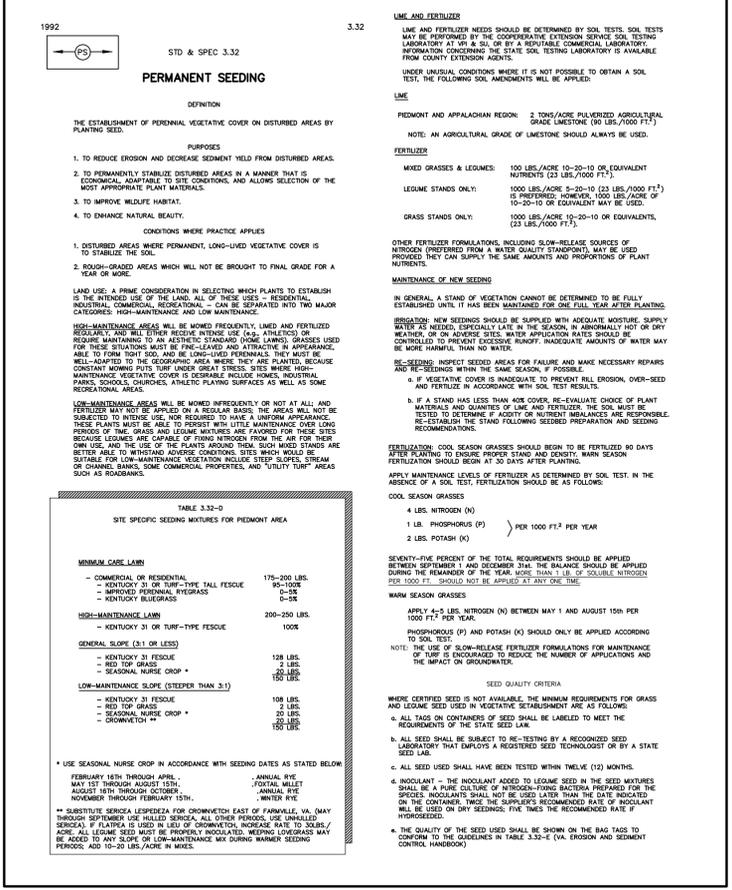
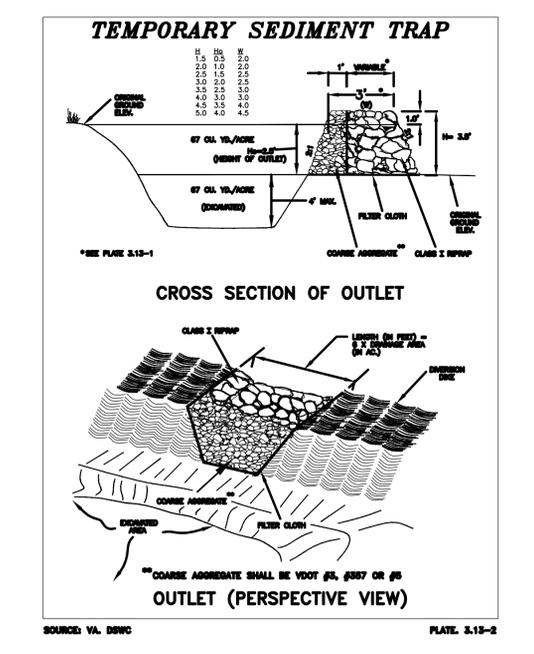


TABLE 3.31-C
TEMPORARY SEEDING PLANT MATERIALS, SEEDING RATES, AND DATES

SPECIES	SEEDING RATE	NORTH ^a		SOUTH ^b		PLANT CHARACTERISTICS
		4/15	5/15	8/15	9/15	
OATS (Avena sativa)	2 bu/acre to 100 lbs/acre	X	-	-	-	Use before 4/15
RYE (Secale cereale)	2 bu/acre to 100 lbs/acre	X	-	X	-	Use for 10/15 seedling, 10/15-11/15
GERMAN MILLET (Setaria italica)	50 bu	-	X	-	X	Non-perennial annual. One of best. May be added to nurse crop.
ANNUAL HYPERGRASS (Lolium multi-florum)	50 bu	X	-	X	-	May be added to nurse crop. One of best.
WEEDING LOGS/MASKS (Lonicera caerulea)	15 bu	-	X	-	-	Non-perennial annual. One of best. May be added to nurse crop.
KOREAN LESPERAZA (Lespedeza stipularia)	25 bu	X	X	-	X	Non-perennial annual. One of best. May be added to nurse crop.

^a NORTHERN PIEDMONT AND MOUNTAIN REGION: SEE PLATES 3.22-1 AND 3.22-2.
^b SOUTHERN PIEDMONT AND COASTAL PLAINS.
* MAY BE USED AS A COVER CROP WITH SPRING SEEDING.
X MAY BE USED AS A COVER CROP FOR FALL SEEDING.
- MAY NOT BE PLANTED BETWEEN THESE DATES.



GENERAL EROSION & SEDIMENT CONTROL NOTES

- ES-1: Unless otherwise indicated, all vegetative and structural erosion and sediment practices will be constructed and maintained in accordance to the minimum standards and specifications of the latest edition of the *Virginia Erosion and Sediment Control Handbook* and Virginia Regulations VR 625-02-90 Erosion and Sediment Control Regulations.
- ES-2: The plan approving authority must be notified one week prior to the preconstruction conference, one week prior to the commencement of the land disturbing activity, and one week prior to the final inspection.
- ES-3: All erosion and sediment control measures are to be placed prior to or as the first step in clearing.
- ES-4: A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.
- ES-5: Prior to commencing land disturbing activities in areas other than indicated on these plans (including but not limited to, offsite borrow and waste areas), the contractor shall submit a supplementary erosion control plan to the owner for review and approval by the plan approving authority.
- ES-6: The contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation as determined by the plan approving authority.
- ES-7: All disturbed areas are to drain to approved sediment control measures at all times during land disturbing activities and during site development until final stabilization is achieved.
- ES-8: During dewatering operations, water will be pumped into an approved filtering device.
- ES-9: The contractor shall inspect all erosion and sediment control measures periodically and after each runoff-producing rainfall event. Any necessary repairs or cleanup to maintain the effectiveness of the erosion controls devices shall be made immediately.
- ES-10: All waste materials, construction debris, and trash will be collected and either removed from the site and disposed of properly or the collected material will be stored in a securely lidded container. If a lidded container is used, it will be emptied as necessary and its contents disposed of properly. No construction materials will be buried onsite. A licensed sanitary waste management contractor will collect all sanitary waste from portable units. Good housekeeping and spill control practices shall be followed during construction to minimize storm water contamination from petroleum products, fertilizers, paints, asphalt, and concrete. A list and the location of required best management practices that are to be used to minimize storm water contamination may be required if materials and/or fuels are stored onsite. Material storage and waste disposal shall be in compliance with federal, state, and local laws and regulations.
- ES-11: Any high-risk chemicals that are to be onsite shall be properly stored and disposed of in accordance with federal, state, and local laws and regulations. If present onsite, high-risk chemical storage locations shall be noted on the plan as shown on a separate plan.
- ES-12: A spill prevention control plan is required for any identified hazardous materials that are to be stored onsite. All spills will be cleaned up immediately when discovered. Spills large enough to reach a storm drainage system or waterways will be immediately reported to the Danville Public Works Department (1-434-799-5245) the Danville Emergency Management Team (1-434-799-6235), and the National Response Center (1-800-424-8802).

MINIMUM EROSION CONTROL STANDARDS

1. Permanent or temporary soil stabilization shall be applied to denuded areas within seven days after final grade is reached on any portion of the site. Temporary soil stabilization shall be applied within seven days to denuded areas that may not be at final grade but will remain dormant longer than 30 days. Permanent stabilization shall be applied to areas that are to be left dormant for more than one year.
2. During construction of the project, soil stockpiles and borrow areas shall be stabilized or protected with sediment trapping measures. The applicant is responsible for the temporary protection and permanent stabilization of all soil stockpiles on site as well as borrow areas and soil intentionally transported from the project site.
3. A permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until a ground cover is achieved that is uniform, mature enough to survive and will inhibit erosion.
4. Sediment basins and traps, perimeter ditches, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land disturbing activity and shall be made functional before upslope land disturbance takes place.
5. Stabilization measures shall be applied to earthen structures such as dams, dikes, and diversions immediately after installation.
6. Sediment traps and sediment basins shall be designed and constructed based upon the total drainage area to be served by the trap or basin.
 - a. The minimum storage capacity of a sediment trap shall be 134 cubic yards per acre of drainage area and the trap shall only control drainage areas less than three acres.
 - b. Surface runoff from disturbed areas that is comprised of areas greater than or equal to three acres shall be controlled by a sediment basin. The minimum storage capacity of a sediment basin shall be 134 cubic yards per acre of drainage area. The outfall system shall, at a minimum, maintain the structural integrity of the basin during a twenty-five year storm of 24-hour duration. Runoff in runoff calculations shall correspond to a bare earth condition or those conditions expected to exist while the sediment basin is utilized.
7. Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion. Slopes that are found to be eroding excessively within one year of permanent stabilization shall be provided with additional slope stabilization measures until the problem is corrected.
8. Concentrated runoff shall not flow down cut or fill slopes unless contained within an adequate temporary or permanent channel, flume, or slope drain structure.
9. Whenever water seeps from a slope face, adequate drainage or other protection shall be provided.
10. All storm sewer inlets that are made operational during construction shall be protected so that sediment-laden water cannot enter the conveyance system without first being filtered or otherwise treated to remove sediment.
11. Before newly constructed stormwater conveyance channels or pipes are made operational, adequate outlet protection and any required temporary or permanent channel lining shall be installed in both the conveyance channel and receiving channel.
12. When work in a live watercourse is performed, precautions shall be taken to minimize encroachment, control sediment transport and stabilize the work area to the greatest extent possible during construction. Nonerodible material shall be used for the construction of causeways and cofferdams. Earthen fill may be used for these if armored by nonerodible cover materials.
13. When a live watercourse must be crossed by construction vehicles more than twice in any six month period, a temporary vehicular stream crossing constructed of nonerodible material shall be provided.
14. All applicable federal, state and local regulations pertaining to working in or crossing live watercourses shall be met.
15. The bed and banks of a watercourse shall be stabilized immediately after work in the watercourse is completed.
16. Underground utility lines shall be installed in accordance with the following standards in addition to other applicable criteria:
 - a. No more than 500 linear feet of trench may be opened at one time.
 - b. Excavated material shall be placed on the uphill side of trenches.
 - c. Effluent from dewatering operations shall be filtered or passed through an approved sediment trapping device, or both, and discharged in a manner that does not adversely affect flowing streams or offsite properties.
 - d. Material used for backfilling trenches shall be properly compacted in order to minimize erosion and promote stabilization.
 - e. Reestablishment shall be accomplished in accordance with these regulations.
 - f. Applicable safety regulations shall be complied with.
17. Where construction vehicle access routes intersect paved or public roads, provisions shall be made to minimize the transport of sediment by vehicular tracking onto the paved surface. Where sediment is transported onto a paved or public road surface, the road surface shall be cleaned thoroughly at the end of each day. Sediment shall be removed from the roads by shoveling, or sweeping and transported to a sediment control disposal area. Street washing shall be allowed only after sediment is removed in this manner. This provision shall apply to individual development lots as well as to larger land-disturbing activities.
18. All temporary erosion and sediment control measures shall be removed within 30 days after final stabilization or after the temporary measures are no longer needed, unless otherwise authorized by the local government authority. Trapped sediment and the disturbed soil areas resulting from the disposition of temporary measures shall be permanently stabilized to prevent further erosion and sedimentation.
19. Properties and waterways downstream from the development sites shall be protected from sediment deposition, erosion and damage.

Kyocera Tech Hub
Danville, Virginia

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Web: www.reynoldsktech.com

EROSION & SEDIMENT CONTROL DETAILS

Revisions:
1. xxx
2. _____
3. _____
4. _____

Date: 01/12/2017
Drawing Number: D2
Scale: Not To Scale

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5-B
Meeting Date:	03/13/2017
Subject:	Resolution 2017-03-13-5B
From:	Greg Sides, Assistant County Administrator for Planning and Development, Pittsylvania County

SUMMARY

Attached for the Board's review and approval is Resolution No. 2017-03-13-5B, approving certain account payables of development projects of the Authority.

ATTACHMENTS

Resolution 2017-03-13-5B

A RESOLUTION FORMALIZING AN INTERNAL PROCEDURE FOR THE AUTHORITY'S STAFF TO REVIEW AND TO APPROVE CERTAIN ACCOUNT PAYABLES OF DEVELOPMENT PROJECTS OF THE AUTHORITY.

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the "**Authority**") is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act (Virginia Code §§ 15.2-6400 *et seq.*) as amended; and

WHEREAS, the Authority has adopted resolutions authorizing or approving certain development projects and the costs and expenses thereof, and authorizing the Authority's staff to verify and authorize the payment of related invoices and other accounts payable; and

WHEREAS, it has been the internal procedure of the Authority that as account payables from those projects are received, the Authority staff from the locality member in which the project is located (i.e., Danville or Pittsylvania County) reviews and approves for payment by the Authority those account payables (the "**Internal Account Payables Review Procedure**"); and

WHEREAS, Otis Hawker, Assistant County Administrator, Pittsylvania County, has been the Authority's designee under the Internal Account Payables Review Procedure when the Authority's project is located in Pittsylvania County, Virginia (the "**County**"); and

WHEREAS, Richard Drazenovich, P.E., Director of Public Works, City of Danville, has been the Authority's designee under the Internal Account Payables Review Procedure when the Authority's project is located in Danville, Virginia (the "**City**"); and

WHEREAS, the Authority has determined that formalizing the Internal Account Payables Review Procedure will improve the Authority's operations and efficiency, and will advance its development projects.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby formalizes and adopts the Internal Account Payables Review Procedure.
2. The Internal Account Payables Review Procedure hereby authorizes the County Administrator or any Assistant County Administrator, any of whom may act independently of the others, to name an Authority staff member from the County to act under the Internal Accounts Payables Review Procedure for projects of the Authority located in the County.
3. The Internal Account Payables Review Procedure hereby authorizes the City Manager or Assistant City Manager, either of whom may act independently of the other, to name an Authority staff member from the City to act under the Internal Accounts Payables Review Procedure for projects of the Authority located in the City.

Resolution 2017-03-13-5B

4. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver such other documents in connection with the formalization of the Internal Account Payables Review Procedure, as may be approved by the Chairman (or the Vice Chairman as the case may be), such execution by the Chairman (or the Vice Chairman as the case may be) to conclusively establish his approval of such other documents.

5. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the formalization and adoption of the Internal Account Payables Review Procedure and the matters contemplated in this Resolution.

6. This Resolution shall take effect immediately upon its adoption.

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a special meeting duly called and held on March 13, 2017, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of March 2017.

Susan M. DeMasi, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5-C
Meeting Date:	03/13/2017
Subject:	Resolution 2017-03-13-5C
From:	Telly D. Tucker, Director of Economic Development, and Michael L. Adkins, Authority Treasurer

SUMMARY

Attached for the Board's review and approval is Resolution No. 2017-03-13-5C, approving assignment of A. Kent Shelton as project monitor for Phase 1 Grading Pads at Berry Hill.

ATTACHMENTS

Resolution 2017-03-13-5C

A RESOLUTION APPROVING THE ASSIGNMENT OF A. KENT SHELTON, P.E., WHOM THE CITY OF DANVILLE, VIRGINIA, HAS RETAINED AS AN INDEPENDENT CONTRACTOR FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CITY, AS THE PROJECT MONITOR FOR THE AUTHORITY’S PHASE 1 GRADING PADS PROJECT AT THE BERRY HILL INDUSTRIAL PARK; AND THE COSTS OF SUCH SERVICES SHALL BE ACKNOWLEDGED BY THE AUTHORITY AS AN IN-KIND SERVICE CONTRIBUTION BY THE CITY, TO BE SHOWN ON THE “DUE TO/DUE FROM” BALANCE SHEET BETWEEN THE LOCALITY MEMBERS OF THE AUTHORITY, AND SHALL BE AT AN HOURLY RATE OF \$38 (ESTIMATED TO BE APPROXIMATELY \$23,712 FOR THE DURATION OF THE PROJECT) PLUS TRAVEL EXPENSES

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act (Virginia Code §§ 15.2-6400 *et seq.*) as amended; and

WHEREAS, the Authority adopted Resolution 2017-02-24-4A, approving the Authority’s Phase 1 Grading Pad Project for its Berry Hill Industrial Park project; and

WHEREAS, the Phase 1 Grading Pad Project requires professional engineering services to monitor and to inspect the project for quality control, permit compliance, testing, meetings with the contractor’s superintendent and other items for oversight (collectively, “**Observation Services**”); and

WHEREAS, the City of Danville, Virginia (the “**City**”), has retained A. Kent Shelton (“**Shelton**”), P.E. (a former employee of the City), as an independent contractor for various of its projects that are separate and independent of the Authority’s projects; and

WHEREAS, Shelton is willing to provide Observation Services for the Authority’s Phase 1 Grading Pad Project at a rate of \$38 per hour (estimated to be approximately \$23,712 for the duration of the project) plus reimbursement of reasonable travel expenses; and

WHEREAS, the City, as a member locality of the Authority, is agreeable to making an in-kind service contribution of Shelton’s Observation Services to the Authority; and

WHEREAS, the Authority has determined that the proposed in-kind service contribution by the City is necessary and reasonable for furtherance of the Authority’s Phase 1 Grading Pad Project and the advancement of the development of its Berry Hill Industrial Park.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the assignment of Shelton as the project monitor for the Authority’s Phase 1 Grading Pads Project at the Berry Hill Industrial Park project, to provide Observation Services.

Resolution 2017-03-13-5C

2. The Authority hereby approves that the Observation Services provided by Shelton for the Phase 1 Grading Pad Project at the Berry Hill Industrial Park project shall be acknowledged as, and deemed to be, an in-kind service contribution by the City, to be shown on the “Due to/Due From” balance sheet between the locality members of the Authority. The amount of the contribution shall be equal to the payments made by the City to Shelton for Observation Services for the Phase 1 Grading Pad Project at the Berry Hill Industrial Park project at a rate of \$38 per hour plus reimbursement of reasonable travel expenses.

3. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver such other documents in connection with the in-kind service contribution by the City pertaining to Observation Services by Shelton for the Phase 1 Grading Pad Project at the Berry Hill Industrial Park project, as may be approved by the Chairman (or the Vice Chairman as the case may be), such execution by the Chairman (or the Vice Chairman as the case may be) to conclusively establish his approval of such other documents.

4. The Authority hereby authorizes and directs the Treasurer of the Authority to acknowledge the in-kind service contribution by the City pertaining to Observation Services by Shelton for the Phase 1 Grading Pad Project at the Berry Hill Industrial Park project as set forth in this Resolution.

5. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the in-kind service contribution by the City pertaining to Observation Services by Shelton for the Phase 1 Grading Pad Project at the Berry Hill Industrial Park project and the matters contemplated in this Resolution.

6. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a special meeting duly called and held on March 13, 2017, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of March 2017.

Susan M. DeMasi, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5-D
Meeting Date:	March 13, 2017
Subject:	Financial Status Reports – February 28, 2017
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through February 28, 2017 will be provided at the meeting. The financial status reports as of February 28, 2017 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of February 28, 2017 as presented.

ATTACHMENTS

Financial Status Reports

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2017
- C. Mega Park – Funding Other than Bond Funds
- D. Berry Hill Mega Park – Lot 4 Site Development
- E. Rent, Interest, and Other Income Realized
- F. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

\$7,300,000 Bonds for Cane Creek Centre - Issued in August 2005 ⁷

As of February 28, 2017

<u>Funding</u>	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funds from bond issuance	\$7,300,000.00				
Issuance cost	(155,401.33)				
Refunding cost ⁷	(52,500.00)				
Bank fees	(98.25)				
Interest earned to date	486,581.70				
Cane Creek Parkway ³		\$3,804,576.00	\$3,724,241.16	\$ -	
Swedwood Drive ²		69,414.00	69,414.00	-	
Cane Creek Centre entrance ³		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts ¹		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant ^{4,5}		71,881.00	28,554.12	43,326.88	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	109,908.08	-	
CCC - Lots 3 & 9 project - RIFA Local Share ⁶		142,190.00	112,464.98	-	
Other expenditures		-	339,846.72	-	
Total	\$ 7,578,582.12	\$ 4,311,140.12	\$ 7,381,997.45	\$ 43,326.88	\$ 153,257.79

notes:

¹ Dewberry Contracts consist of wetland, engineering, surveying and site preparation

² Funds being used to cover City and County matching contributions for a VDOT grant for Swedwood Drive

³ Project completed under budget

^{*} In September 2008 the outstanding principal balance of \$6,965,000 on the Series 2005 Cane Creek Project Revenue Bonds was tendered and not remarketed. These bonds were converted to bank bonds and are now subject to the Credit and Reimbursement agreement the Authority has with Wachovia Bank. The remarketing agent will continue its attempt to remarket these bonds in order to convert them back to Variable Rate Revenue Bonds. As a result, it is likely that the City and County will have to contribute additional funds in order to make future interest payments on the letter of credit attached to these bonds.

⁴ These contracts were originally to be paid by the \$1.7M Special Projects Grant, this grant has expired and the TIC did not issue an extension. The remaining amounts of the contract will be paid using bond funds.

⁵ The budget amount decreased \$71,279.61 from the 9/30/2010 reports. This amount represented the remaining budget amount carried from the \$1.7 SP grant upon its expiration for the following contracts: Wetland Delineation, Wetland Bank Plan Rev., Stream Concept Plan, & Stream Attribute Plan. Per Shawn Harden of Dewberry, these contracts are complete and finished under budget. The only contract that remains open is for Wetland Monitoring and the budget, expended, and encumbered amounts included here are only for this contract.

⁶ This line item represents the amount of expenditures on the "CCC - Lots 3 & 9" budget sheet that is covered by bond funds. RIFA's local share of 5% of these project costs is being covered by these bond funds. Project finished under original budget.

⁷ The \$7.3 million bonds were refunded on 8/1/2013 with the issuance of refunding bonds in the amount of \$5,595,000.

Road Summary-Cane Creek Parkway:	
English Contract-Construction	\$ 5,363,927.00
Change Orders	165,484.50
Expenditures over contract amount	3,579.50
(Less) County's Portion of Contract	(935,207.00)
(Less) Mobilization Allocated to County	(9,718.00)
Portion of English Contract Allocated to RIFA	4,588,066.00
Dewberry Contract-Engineering	683,850.00
Total Road Contract Allocated to RIFA	\$ 5,271,916.00

Funding Summary - Cane Creek Parkway	
VDOT	\$ 1,467,340.00
Bonds	3,804,576.00
	\$ 5,271,916.00

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2017

As of February 28, 2017

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
City Contribution	\$ 75,000.00				
County Contribution	75,000.00				
Carryforward from FY2016	101,941.49				
Contingency					
Miscellaneous contingency items		\$ 143,441.49	\$ 637.82	\$ -	\$ 142,803.67
Berry Hill Wilmot Project (Lot 3B)			9,814.00		(9,814.00)
Total Contingency Budget		<u>143,441.49</u>	<u>10,451.82</u>	<u>-</u>	<u>132,989.67</u>
Legal		80,000.00	37,995.81	-	42,004.19
Accounting		20,300.00	20,300.00	-	-
Annual Bank Fees		600.00	550.00	-	50.00
Postage & Shipping		100.00		-	100.00
Meals		4,000.00	1,868.67	-	2,131.33
Utilities		500.00	216.73	-	283.27
Insurance		3,000.00		-	3,000.00
Total	<u>\$ 251,941.49</u>	<u>\$ 251,941.49</u>	<u>\$ 71,383.03</u>	<u>\$ -</u>	<u><u>\$ 180,558.46</u></u>

Danville-Pittsylvania Regional Industrial Facility Authority

Mega Park - Funding Other than Bond Funds

As of February 28, 2017

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
City contribution	\$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property ^{1,4}	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Tobacco Commission FY10 SSED Allocation - Eng. Portion Deobligated	(244,797.00)				
Local Match for TIC FY10 SSED Allocation - Engineering Portion ⁵	76,067.61				
Additional funds allocated by RIFA Board on 1/14/2013 ⁶	11,854.39				
Land					
Klutz property		\$ 8,394,553.50	\$ 8,394,553.50	\$ -	
Canter property ²		1,200,000.00	1,200,000.00	-	
Adams property		37,308.00	37,308.00	-	
Carter property		5,843.00	5,843.00	-	
Jane Hairston property		1,384,961.08	1,384,961.08	-	
Bill Hairston property		201,148.00	201,148.00	-	
Shoffner Property		1,872,896.25	1,872,896.25	-	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis ³		990,850.00	973,629.29	17,220.71	
Consulting Services - McCallum Sweeney ⁷		115,000.00	103,796.85	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 14,231,524.83	\$ 14,231,524.83	\$ 14,214,304.12	\$ 17,220.71	\$ (0.00)

¹ This figure does not include the interest the City lost from the uninvested funds, which was paid to the City 1/3/2012 and totaled \$144,150.41.

² Settlement fees were drawn from bonds issued for the Berry Hill project 12/1/2011.

³ This contract was originally for \$814,500, but has been amended to include a traffic impact analysis, and a cemetery survey. \$740,000 was covered by the FY09 Tobacco Allocation. \$162,928 was covered by the FY10 Tobacco Allocation. \$87,922 will be covered with RIFA Funds.

⁴ RIFA paid the City back for all advances on 1/3/2012.

⁵ The RIFA Board approved to utilize the remaining funds from the Mega Park bond funds and approximately \$65,000 of the 'Funds Available for Appropriation' towards the local match for the engineering portion of Tobacco Commission grant #1916 for the Berry Hill Mega Park.

⁶ Due to the expiration of the Tobacco Commission FY10 SSED Allocation, the RIFA Board approved on 1/14/2013 to utilize \$11,854.39 of the 'Funds Available for Appropriation' to cover the funding shortfall for the budgeted Dewberry & Davis contract.

⁷ Unencumbered the remaining \$11,203.15 due to termination of contract.

⁸ As approved by RIFA Board on 10/16/2014

Danville-Pittsylvania Regional Industrial Facility Authority

Berry Hill Mega Park - Lot 4 Site Development

As of February 28, 2017

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Tobacco Commission FY12 Megasite Allocation	\$ 6,208,153.00				
Local Match for TIC FY12 Megasite Allocation - County Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - City Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - RIFA Portion ²	181,000.00				
Transfer in from "Mega Park - Funding Other than Bond Funds" Budget ³	11,203.15				
Expenditures					
Dewberry Engineers Inc.		1,637,985.74	1,336,475.24	301,510.50	
Jones Lang LaSalle		95,000.00	95,000.00	-	
Jones Lang LaSalle - Economic Analysis		12,000.00	-	12,000.00	
VA Water Protection Permit Fee		57,840.00	57,840.00	-	
Wetlands Studies and Solutions, Inc.		141,996.00	77,027.64	64,968.36	
Transfers to "General Expenditures Fiscal Year 2015" Contingency ³					
Dewberry Engineers Inc.		(108,603.35)	(108,603.35)	-	
Jones Lang LaSalle - Market Analysis Study		(95,000.00)	(95,000.00)	-	
Jones Lang LaSalle - Economic Analysis		(12,000.00)	-	(12,000.00)	
Total	\$ 7,900,356.15	\$ 1,729,218.39	\$ 1,362,739.53	\$ 366,478.86	\$ <u>6,171,137.76</u>

¹ \$300,000 of this was received from each locality 6-2014. \$450,000 received 8-2014. \$450,000 received 9-2014.

² The RIFA Board approved on 2/11/2013 to transfer the remaining funds of \$175,316.17 from the "Funds Available for Appropriation" budget sheet and funds of \$5,683.83 from the "Rent, Interest, and Other Income Realized" budget sheet to use for the RIFA local match to Tobacco Commission grant #2491 for Berry Hill Mega Park Lot 4 Site Development.

³ As approved by RIFA Board on 10/16/2014

Danville-Pittsylvania Regional Industrial Facility Authority

Rent, Interest, and Other Income Realized for Fiscal Year 2017
As of February 28, 2017

Source of Funds	Funding Receipts			Expenditures FY2017	Unexpended / Unencumbered
	Carryforward from FY2016	Current Month	Receipts FY2017		
<u>Carryforward</u>	\$ 548,731.95				
<u>Current Lessees</u>					
		<u>Park</u>	<u>Property</u>		
Institute for Advanced Learning and Research (IALR) ¹		Cyberpark	Hawkins Research Bldg. at 230 Slayton Ave.	\$ 21,400.32	\$ 159,024.89
Institute for Advanced Learning and Research (IALR)		Cyberpark	IALR Building at 150 Slayton Ave.		
Securitas		Cyberpark	Gilbert Building at 1260 South Boston Rd.	-	1,200.00
Mountain View Farms of Virginia, L.C.		Berry Hill	30 acre tract on Stateline Bridge Rd.	-	1,200.00
<u>Total Rent</u>				\$ 21,400.32	\$ 161,424.89
<u>Interest Received</u> ²				\$ 743.06	\$ 3,952.00
<u>Yorktowne Repayment</u>				\$ -	\$ 114,598.88
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee					\$ 137,624.57
Disbursement to Blair Construction, Inc. for Hawkins Lab Upfit					\$ 43,696.00
Totals	\$ 548,731.95	\$ 22,143.38	\$ 279,975.77	\$ 181,320.57	\$ 647,387.15

Restricted ¹ \$ 335,095.38
Unrestricted \$ 312,291.77

¹ Please note that rent proceeds must be used in accordance with the U.S. Economic Development Administration's (EDA) Standard Terms and Conditions

² Please note that this is only interest received on RIFA's general money market account.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position^{1, 2}
February 28, 2017*

	Unaudited FY 2017
Assets	
<i>Current assets</i>	
Cash - checking	\$ 800,987
Cash - money market	1,150,462
Prepays	230
<i>Total current assets</i>	1,951,679
<i>Noncurrent assets</i>	
Restricted cash - project fund CCC bonds	203,085
Restricted cash - debt service fund CCC bonds	31,758
Restricted cash - debt service fund Berry Hill bonds	3,271
Restricted cash - debt service reserve fund Berry Hill bonds	2,001,923
Capital assets not being depreciated	25,071,362
Capital assets being depreciated, net	24,561,601
Construction in progress	4,367,908
<i>Total noncurrent assets</i>	56,240,908
Total assets	58,192,587
Liabilities	
<i>Current liabilities</i>	
Unearned income	600
Bonds payable - current portion	478,450
<i>Total current liabilities</i>	479,050
<i>Noncurrent liabilities</i>	
Bonds payable - less current portion	5,506,640
<i>Total noncurrent liabilities</i>	5,506,640
Total liabilities	5,985,690
Net Position	
Net investment in capital assets	48,218,866
Restricted - debt reserves	2,036,952
Unrestricted	1,951,079
Total net position	\$ 52,206,897

¹ Please note this balance sheet does not include the Due to/Due from between the County and the City since it nets out and only changes at fiscal year-end.

² Please note this balance sheet does not include all general accounts receivable or accounts payable at the month-end date. This is because information regarding accrued receivables/payables is not available at the time of statement preparation.

*Please note these statements are for the period ended February 28, 2017 as of February 28, 2017, the date of preparation. Due to statement preparation occurring in close proximity to month-end, these statements may not include some pending adjustments for the period.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
*February 28, 2017**

	Unaudited FY 2017
Operating revenues	
Reimbursement of incentive grants	114,599
Rental income	164,100
Total operating revenues	278,699
Operating expenses ⁴	
Mega Park expenses ³	229,543
Cane Creek Centre expenses ³	51,022
Cyber Park expenses ³	182,619
Professional fees	52,234
Insurance	2,140
Other operating expenses	2,568
Total operating expenses	520,126
Operating income (loss)	(241,427)
Non-operating revenues (expenses)	
Interest income	7,217
Interest expense	(74,133)
Total non-operating expenses, net	(66,916)
Net income (loss) before capital contributions	(308,343)
Capital contributions	
Contribution - City of Danville	733,960
Contribution - Pittsylvania County	733,960
Total capital contributions	1,467,920
Change in net position	1,159,577
Net position at July 1, 2016	51,047,320
Net position at February 28, 2017	\$ 52,206,897

³ A portion or all of these expenses may be capitalized at fiscal year-end.

⁴ Please note that most non-cash items, such as depreciation and amortization, are not included here until year-end entries are made.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
*February 28, 2017**

	Unaudited FY 2017
Operating activities	
Receipts from grant reimbursement requests	\$ -
Receipts from reimbursement of incentive grants	114,599
Receipts from leases	161,424
Payments to suppliers for goods and services	(647,284)
Net cash used by operating activities	(371,261)
Capital and related financing activities	
Capital contributions	1,467,920
Interest paid on bonds	(132,604)
Principal repayments on bonds	(2,075,000)
Net cash provided by capital and related financing activities	(739,684)
Investing activities	
Interest received	7,217
Net cash provided by investing activities	7,217
Net increase (decrease) in cash and cash equivalents	(1,103,728)
Cash and cash equivalents - beginning of year (including restricted cash)	5,295,214
Cash and cash equivalents - through February 28, 2017 (including restricted cash)	\$ 4,191,486
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (241,427)
Adjustments to reconcile operating loss to net cash used by operating activities:	
Non-cash operating in-kind expenses	-
Changes in assets and liabilities:	
Change in prepaids	2,140
Change in due from other governments	-
Change in other receivables	-
Change in accounts payable	(129,299)
Change in unearned income	(2,675)
Net cash used by operating activities	\$ (371,261)

Components of cash and cash equivalents at February 28, 2017:	
American National - Checking	\$ 800,987
American National - General money market	1,150,462
Wells Fargo - \$7.3M Bonds CCC Debt service fund	31,758
Wells Fargo - \$7.3M Bonds CCC Project fund	203,085
US Bank - \$11.25M Bonds Berry Hill Debt service fund	3,271
US Bank - \$11.25M Bonds Berry Hill Debt service reserve fund	2,001,923
	\$ 4,191,486