

Danville-Pittsylvania Regional Industrial Facility Authority

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

AGENDA

August 14, 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 JUNE 12, 2017 MEETING

5. NEW BUSINESS

- A. Consideration of Resolution No. 2017-08-14-5A, approving Change Order 2 to the site development work by Haymes Brothers, Inc., a Virginia corporation, approved under Resolution No. 2017-02-24-4A, including (i) removal of previously stockpiled and stabilized dirt due to the City of Danville distribution power line and compacting of the dirt in accordance with the original plans; and (ii) installation of additional stormwater controls to reduce washing of slopes due to large rain events, increasing the contract price by \$161,538.40 -- Shawn R. Harden, P.E., Project Manager, Dewberry Engineers, Inc.
- B. Consideration of Resolution No. 2017-08-14-5B, approving that certain Declaration of Protective Covenants for the Authority's Berry Hill Industrial Park project located in Pittsylvania County, Virginia – Michael C. Guanzon, Clement Wheatley, Legal Counsel to the Authority
- C. Consideration of Resolution No. 2017-08-14-5C, approving that certain letter agreement dated July 17, 2017, under which Appalachian Power Company, a unit of American Electric Power, at its expense estimated to be approximately \$3 million, would relocate the Ridgeway-Corning Glass 69KV transmission line for the development of Lot 8 in the Authority's Berry Hill Industrial Park project; however, should the Authority cancel such development of Lot 8 or delay completion of the project beyond January 31, 2019, the Authority would agree to pay up to \$20,000.00 in mobilization and other line relocation costs – Corrie M. Teague-Bobe, Assistant Director, Danville Economic Development
- D. Consideration of Resolution No. 2017-18-14-5D, approving the transfer of \$24,000.00 from the Fiscal Year 2017 "Contingency" budget to the "Legal" budget in order to cover expenses for the remainder of the fiscal year – Michael L. Adkins, CPA, Treasurer of the Authority, and/or Henrietta Weaver, CPA, City of Danville, Virginia *[No written resolution.]*
- E. Financial Status Reports as of July 31, 2017 – Mr. Adkins and Ms. Weaver

Danville-Pittsylvania Regional Industrial Facility Authority

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 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 acquisition and/or 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

- Ms. Teague: Update on response to VEDP MEI Site Evaluation and Planning Grant – 06/28/2017 Letter from Kara Hart, VEDP

8. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	06/12/2017
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the Monday, June 12, 2017 meeting.

ATTACHMENTS

Meeting Minutes – 06/12/2017

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

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June 12, 2017

The Regular Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:16 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, Fred O. Shanks, III and Alternate J. Lee Vogler. Pittsylvania County Members present were Vice Chairman Jessie L. Barksdale and Robert Warren; Alternate Elton W. Blackstock was absent.

City/County staff members attending were: Deputy City Manager Earl Reynolds, Pittsylvania County Director of Economic Development Matt Rowe, Assistant County Administrator for Planning & Development Gregory Sides, City of Danville Director of Utilities Jason Grey, City of Danville Director of Economic Development Telly Tucker, Assistant Director of Economic Development Corrie Teague, Economic Development Project Manager Kelvin Perry, City of Danville Director of Finance Michael Adkins, City of Danville Senior Accountant Henrietta Weaver, Clement Wheatley Attorney Michael Guanzon and Secretary to the Authority Susan DeMasi. Also present was Brian Bradner of Dewberry & Davis and City Council Member Madison Whittle.

PUBLIC COMMENT PERIOD

No one desired to be heard.

APPROVAL OF MINUTES FOR THE MAY 8, 2017 MEETING

Upon **Motion** by Mr. Warren and **second** by Mr. Barksdale, Minutes of the May 8, 2017 Regular Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION – RESOLUTION 2017-06-12-5A APPROVING SITE DEVELOPMENT WORK AT BERRY HILL – UTILITIES

Mr. Shanks **moved** for adoption of *Resolution 2017-06-12-5A approving site development work at the Authority's Berry Hill Industrial Park project in connection with Resolution Nos. 2017-02-24-4A and 2017-04-10-5A, whereby Danville Utilities would replace and relocate the current single phase distribution line at the lump sum cost of \$34,180.08.*

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

Grey Jason, City of Danville Director of Utilities noted he was here to answer any questions the Board may have.

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

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

5B. CONSIDERATION – RESOLUTION 2017-06-12-5B – APPROVING DEWBERRY PROPOSAL DATED MAY 15, 2017 FOR SEWER INFRASTRUCTURE AT BERRY HILL – WILMOT PROPERTIES

Mr. Barksdale **moved** for adoption of *Resolution 2017-06-12-5B, approving that certain proposal dated May 15, 2017, for professional services by Dewberry Engineers Inc., a New York corporation, related to the construction phase of the sewer infrastructure to serve the Authority's Berry Hill Industrial Park project, at (A) an aggregate lump sum of \$140,524 for consolidation of design documents, permit application work, construction administration services and startup services and (B) an estimated fee of \$108,160 (to be billed at \$65 per hour) for resident inspection.*

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

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

5C. CONSIDERATION – RESOLUTION 2017-06-12-5C – APPROVING THE DEWBERRY PROPOSAL DATED MAY 15, 2017 FOR PRE-CLOSING WORK AT BERRY HILL – WILMOT PROPERTIES

Mr. Warren **moved** for adoption of *Resolution 2017-06-12-5C approving that certain proposal dated May 15, 2017, for professional services by Dewberry Engineers Inc., a New York corporation, in support of Resolution No. 2017-05-08-5D, for Pre-Closing Work under that certain First Amendment to Agreement to Purchase and Sell Real Estate dated May 8, 2017, between the Authority and Wilmot Properties, LLC, a Delaware limited liability company, at (A) an aggregate lump sum of \$394,320 for project management, wetland permitting, pad grading construction plans and construction administration services; and (B) a budgeted cost of \$195,000 (to be billed at cost plus 15%) for construction testing and inspecting services.*

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

Pittsylvania County Director of Economic Development Matt Rowe noted at this time, Wilmot, in order to meet their desired project time frame, needs to begin this level of due diligence, and decided to reach out to Dewberry Engineers. The Board had amended the Purchase & Sale agreement, and through that Amendment, made it so any kind of action that Wilmot Properties takes in advance of closing on and securing the property, is done at their own risk and liability.

Mr. Guanzon explained the rationale is that RIFA has a contract with Dewberry and RIFA still owns the real property; this item is to keep Wilmot within their timeline so the purchaser can pay for certain pre-closing work. So long as the work is not so unique, that if the deal falls through or they do not proceed to closing, RIFA will not be stuck with something they cannot use for anything else. Under the current agreement, RIFA had agreed post-closing, to spend up to \$6.5M in certain site development costs. If they close, the amount of the funds Wilmot expends, up to the \$6.5M, would be applied towards the purchase price. If Wilmot walks away from the transaction, whatever improvements they did, they do not get

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reimbursement. Mr. Guanzon noted Dewberry understands RIFA is not guaranteeing payment, they are just allowing for the work to be done upon RIFA' s property.

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

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

5D. CONSIDERATION – RESOLUTION 2017-06-12-5D – APPROVING A WAIVER OF AUTHORITY’S LAND ENCUMBRANCES AT 1260 SOUTH BOSTON ROAD – IDA AND KYOCERA

Mr. Barksdale **moved** for adoption of Resolution 2017-06-12-5D *approving a waiver of the Authority’s land encumbrances under Section 2(c) of that certain 1260 South Boston Road Cooperation Agreement dated August 24, 2016, with the Industrial Development Authority of Danville, Virginia (the “IDA”), a political subdivision of the Commonwealth of Virginia, in light of the letter of credit and other security provided for that certain Local Performance Agreement dated November 2, 2016, between the City of Danville, Virginia, the IDA and Kyocera SGS Tech Hub, LLC, a Virginia limited liability company.*

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

City of Danville Director of Economic Development Telly Tucker explained part of an incentive would typically include a reversion clause or some type of protection for RIFA, for the property to come back to RIFA in the event of non-performance. However, with respect to the ten acres RIFA is donating, the circumstances are a little unique in that Kyocera is purchasing the building outright at its completion, for \$4.5M and they have requested this revision be removed from the title. Kyocera did purchase a letter of credit which covers, in the event of non-performance, \$900,000 and the rest of the incentives will be paid in arrears which greatly reduces any risk to the IDA, the City, the County or RIFA in this particular project. Mr. Guanzon explained that RIFA still has a provision that says that if the IDA does not start the construction by a certain time, they have to give the property back to RIFA. Once they have built the property, that part of the security for RIFA will be completed. Mr. Warren questioned Mr. Guanzon will they entertain the idea of a first right of refusal to purchase it at fair market value in the event that happens. Mr. Guanzon noted based on conversations he has had with their legal counsel, he gets the impression that they will be amenable to that.

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

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

5E. FINANCIAL REPORT AS OF MAY 31, 2017

Authority Treasurer Michael Adkins noted the \$7.3M Bonds for Cane Creek Centre show one expenditure for the month for legal expenses to Clement Wheatley of \$454. General Expenditures show RIFA expended \$1,213 to Bridge Trust Title Group for Kyocera site

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work, \$1,807 to Big Sky Rentals for the tent for the Kyocera Groundbreaking ceremony, \$456 to Abstracts and Titles for the title work related to Berry Hill properties, \$20 to the City of Danville for a plat recording for the Kyocera Plat, \$3,975 to LeClair Ryan for legal services related to the Wilmot Project, \$20,626 to Clement Wheatley for ongoing legal services and \$271 for meals. Mega Park Funding Other than Bonds shows a payment to Dewberry for \$14,250 related to the Phase I Master Plan and GIS status system. Berry Hill Mega Park Lot 4 shows \$26,990 paid to Dewberry and \$598,241 to Haymes Brothers for ongoing work. Rent, Interest and Other Income for the month of May shows RIFA received \$42,800 from the Institute, which represents April and May lease payments for the Hawkins' Building, \$1,000 from Osborne Company for their lease and \$910 of Interest Income. There was the usual expenditure of \$21,400 paid to the Institute for the Hawkins' Building Maintenance Agreement.

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

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

5F. CONSIDERATION – RESOLUTION 2017-06-12-5F – APPROVING THE FISCAL YEAR 2018 BUDGET

Authority Treasurer Michael Adkins explained this was the annual administrative budget for RIFA; it is the same budget RIFA has had for the past two fiscal years with no increases.

Mr. Shanks **moved** to accept Resolution 2017-06-12-5F approving the Fiscal Year 2018 Budget as presented. The Motion was **seconded** by Mr. Barksdale and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Warren, Saunders, Shanks (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.]

At 12:30 p.m. Mr. Barksdale **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;

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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);

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.

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

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

D. On **Motion** by Mr. Barksdale and **second** by Mr. Shanks and by unanimous vote at 1:08 p.m., the Authority returned to open meeting.

E. Mr. Warren **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. Barksdale and carried by the following vote:

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

6F. CONSIDERATION – RESOLUTION 2017-06-12-6F – APPROVING THE EXECUTION AND DELIVERY OF AGREEMENT TO PURCHASE AND SELL REAL ESTATE BETWEEN THE AUTHORITY AND ENVIVA

Mr. Guanzon indicated paper copies of the Resolution were available for the public.

Mr. Warren **moved** adoption of Resolution 2017-06-12-6F, *approving the execution and delivery of that certain agreement to Purchase and Sell Real Estate by and between the*

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Authority and Enviva Development Holdings, LLC, a Delaware Limited Liability Company, as Purchaser, for a new Lot 8 to be created from Tract FG, to contain approximately 166 acres in the Authority's Berry Hill Industrial Park, located in Pittsylvania County, Virginia, at a purchase price of \$30,000 per acre and \$10 per acre for any non-buildable acreage, including without limitation a one-year initial due diligence period, and a requirement of Purchaser to invest at least \$100M in Development, Construction and Operation of the Project.

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

VOTE: 4-0

AYE: Barksdale, Warren, Saunders, Shanks (4)

NAY: None (0)

7. COMMUNICATIONS

Mr. Shanks noted to the staff, good work and looks forward to working with everyone throughout the year.

Mr. Vogler noted good work to everyone.

Mr. Warren noted a great job to both Economic Development staffs and a thank you to the City for the cooperative relationship.

Mr. Guanzon noted he attended a FOIA training session in the County. One item was to beware what members text on their cell phones. Those can be a public record and there was an issue at another jurisdiction where, during the meeting, one member of the board was texting another person during the meeting who couldn't be there physically. They ended up in a lawsuit because of whether those were a second concurrent meeting that wasn't adequately noticed. Mr. Guanzon noted he would caution Board members during their respective open meetings that that could get them in trouble.

Mr. Saunders thanked the staff for all the good work they are doing; he appreciates the partnership between the City and the County and welcomed Denise Thibodeau back.

The Meeting adjourned at 1:14 p.m.

Chairman

Secretary to the Authority

Resolution No. 2017-08-14-5A

A RESOLUTION APPROVING CHANGE ORDER 2 TO THE SITE DEVELOPMENT WORK BY HAYMES BROTHERS, INC., A VIRGINIA CORPORATION, APPROVED UNDER RESOLUTION NO. 2017-02-24-4A, INCLUDING (I) REMOVAL OF PREVIOUSLY STOCKPILED AND STABILIZED DIRT DUE TO THE CITY OF DANVILLE DISTRIBUTION POWER LINE AND COMPACTING OF THE DIRT IN ACCORDANCE WITH THE ORIGINAL PLANS; AND (II) INSTALLATION OF ADDITIONAL STORMWATER CONTROLS TO REDUCE WASHING OF SLOPES DUE TO LARGE RAIN EVENTS, INCREASING THE CONTRACT PRICE BY \$161,538.40

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, as amended; and

WHEREAS, the Authority approved certain site development work (the “**Original Work**”) to the Authority’s Berry Hill Industrial Park project (“**Berry Hill**”) located in Pittsylvania County, Virginia, under Resolution No. 2017-02-24-4A, by Haymes Brothers, Inc., a Virginia corporation (“**Haymes**”); and

WHEREAS, the City of Danville’s distribution powerline located on Pad A in Berry Hill is in the process of being relocated; however, pending relocation, it was necessary for Haymes to stockpile and to stabilize over 35,000 cubic yards of material to be later removed; and

WHEREAS, Haymes has submitted Change Order 2 which would include, among other work, (i) removal of such stockpiled material and compacting of the dirt in accordance with the original plans; and (ii) installation of additional stormwater controls to reduce washing of slopes due to large rain events, increasing the contract price by \$161,538.40 (the “**Change Order 2 Amount**”), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Change Order 2**”); and

WHEREAS, the Authority has determined that Change Order 2 is reasonable, necessary and proper for the further development of Berry Hill; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, for the Authority to accept Change Order 2.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority does hereby approve the acceptance of Change Order 2, and hereby authorizes the Chairman or the Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver Change Order 2 and any such

Resolution No. 2017-08-14-5A

other documents in connection with the acceptance of Change Order 2, with such amendments, deletions or additions thereto, so long as the price for Change Order 2 does not exceed five percent (5%) of the Change Order 2 Amount, as may be approved by the Chairman or the Vice Chairman, such execution by the Chairman or the Vice Chairman to conclusively establish his approval of Change Order 2 or such other related documents and any amendments, deletions or additions thereto.

2. 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 Change Order 2 or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Change Order 2 and the matters contemplated therein.

4. 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 meeting duly called and held on August 14, 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 14th day of August 2017.

(SEAL)

SUSAN M. DeMASI
Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

Resolution No. 2017-08-14-5A

Exhibit A
(Change Order 2)

Date of Issuance: _____ Effective Date: 7-25-17
 Owner: Danville Pittsylvania County Regional Industrial Facility Authority Owner's Contract No.: 50018376
 Contractor: Haymes Brothers, Inc. Contractor's Project No.: _____
 Engineer: Dewberry Engineer's Project No.: 50018376
 Project: Berry Hill Industrial Park Contract Name: Phase 1 Development

The Contract is modified as follows upon execution of this Change Order:

Description: Change order number 2 includes removing previously stockpiled and stabilized dirt due to the City of Danville distribution power line and compacting the dirt in accordance with the original plans. In addition, CO 2 includes additional stormwater controls to reduce washing of slopes due to large rain events.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 3,776,063.00</u>	Original Contract Times: Substantial Completion: <u>330</u> Ready for Final Payment: <u>360</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : <u>\$ 36,172.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 3,812,235.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>330</u> Ready for Final Payment: <u>360</u> days or dates
Increase of this Change Order: <u>\$ 161,538.40</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 3,973,773.40</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>330</u> Ready for Final Payment: <u>360</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Shan R. Zander</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Associate</u>	Title: _____	Title: _____
Date: <u>7-25-17</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Haymes Brothers, Inc.

General Contractors

440 Hawkins Road

Chatham, Virginia 24531

Phone (434) 432- 8282

Fax (434) 432-2029

Mr. Shawn Harden
Dewberry Engineers, Inc.
551 Piney Forest Road
Danville, VA 24540

July 25, 2017

**Re: Berry Hill Industrial Park Phase I Graded Pads
Project Number 99276003
City of Danville Power Line Grading and Additional Work**

Dear Mr. Harden:

As per your request, we submit the following proposal to move the material stockpiled for the City of Danville Power Line location and place it within the area on Pad A where the Power Line is being removed from.

Our lump sum price to perform this scope of work would be: **\$121,500.00**. Our proposal is based upon the proposed work being performed within 30 days of receipt of our proposal. Re-mobilization onto Pad A to perform this scope work will be an additional cost.

Our Proposal Includes:

- Loading and placement of 35,000 Cubic Yards +/-
- Removal of Existing Power Pole and dirt from the Basin
- Additional Survey / Stakeout
- Seeding of the Area where the material was stockpiled
- Seeding of the Area where the material will be placed
- Re-grading / Clean Up and Re-Seeding of the area from the Construction Entrance to the Stock Pile / Power Line Area that we will have to cross in order to access the site to perform this scope of work.

In addition to the proposal above, we submit pricing for the following items of work:

- Installation of V-Ditches on Pad A as discussed onsite Friday July 21, 2017. The ditches would be installed to catch the water flowing area the Pad and direct it into the Rip Rap Ditches. Our Lump Sum price to install these Ditches would be: **\$19,040.00** and would include:
 - Approximately 2,400 LF of Ditches
 - Lined with EC-2 Matting
 - Rip Rap Flumes every 200' to direct the water from the V-Ditch to the Rip Rap Ditches
- Installation of V-Ditches and a Rip Rap Trap on Pad A, in front of the added Temporary Trap beside BMP 3, as discussed on site Friday July 21, 2017. Our Lump Sum price to install these measures would be: **\$440.00** and would include:
 - EC-2 lined Ditch on each side of the trap
 - Trap lined with A Rip Rap
- V-Ditch installed in front of BMP 2 and BMP 4 on Jul 17, 2017, as per your previous discussion onsite with Brad Reynolds. Additional ditches will be install at a later date. Our price to installation of these two ditches is: **\$2,358.00** and includes:
 - 679 LF on V-Ditch
 - EC-2 Matting



Haymes Brothers, Inc.
General Contractors

440 Hawkins Road

Chatham, Virginia 24531

Phone (434) 432- 8282

Fax (434) 432-2029

- Additional Silt Fence installed on Pad A on July 11, 2017 as additional measures in the Stock Pile Area and Ditch Line. It is my understanding that this is also this something you and Brad Reynolds has previously spoke about. Our Lump Sum price for this additional scope of work is: **\$1,550.00** and includes:
 - The Installation of 912 LF of Silt Fence

- Installation of Type I Check Dams on Pad A as an additional E & S measure. To date we will have installed a total of 61 Type I Check Dams on Pad A. The Lump Sum price for this installed will be: **\$15,250.00** and is broken down as follows:
 - 4/4/17 installation of 25
 - 4/6/17 installation of 4
 - 7/12/17 installation of 23
 - 7/14/17 installation of 9

- In regards to the Class I Rip Rap Check Dams that you requested to be placed in the valley of the AEP stock pile, we estimate that we will need to install (4) check dams utilizing approximately 10 tons of Class I Rip Rap for each at a per ton cost of **\$35.00** per ton, for a total estimated cost of **\$1,400.00**.

After your review of the above information, should you have questions, need clarification or additional information, please do not hesitate to contact us.

Sincerely,

Timothy D. Worley
Project Manager

Resolution No. 2017-08-14-5B

A RESOLUTION APPROVING THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS FOR THE AUTHORITY'S BERRY HILL INDUSTRIAL PARK PROJECT LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA

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, as amended; and

WHEREAS, it is the Authority's purpose to develop a master planned and attractive industrial park complete with infrastructure that attracts economically transformative companies and supporting industries, which bring job creation, higher wage levels, and capital investment to the region; and

WHEREAS, the Authority's goal is to ensure that the development of its Berry Hill Industrial Park project (the "**Berry Hill Industrial Park**"), located in Pittsylvania County, Virginia, will be harmonious with surrounding property owners, preserve and enhance long-term property values, and provide a pleasant and productive environment for the workforce; and

WHEREAS, to achieve these goals, the Authority requests good building design construction standards with attractive, well-spaced facilities that are properly constructed, durable, and easily maintained; and

WHEREAS, the Authority desires to establish the conditions, covenants, restrictions and reservations set forth in that certain Declaration of Protective Covenants (collectively, the "**Protective Covenants**"), as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, in the interest of promoting sound planning practices, enhancing the regional tax base, and ensuring the prosperity and enjoyment of the prospective businesses and workers that call the Berry Hill Industrial Park their home and place of business; and

WHEREAS, the Authority has determined that the Protective Covenants are reasonable, necessary and proper for the further development of the Berry Hill Industrial Park; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, for the Authority to set forth and to execute the Protective Covenants, and to record the Protective Covenants in the land records of Pittsylvania County, Virginia.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority does hereby approve the Protective Covenants, and hereby authorizes the Chairman or the Vice Chairman of the Authority, either of whom may act

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independently of the other, to execute and to deliver for recordation in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, the Protective Covenants and any such other documents in connection with the Protective Covenants, with such amendments, deletions or additions thereto, as may be approved by the Chairman or the Vice Chairman, such execution by the Chairman or the Vice Chairman to conclusively establish his approval of the Protective Covenants or such other related documents and any amendments, deletions or additions thereto.

2. 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 Protective Covenants or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Protective Covenants and the matters contemplated therein.

4. 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 meeting duly called and held on August 14, 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 14th day of August 2017.

(SEAL)

SUSAN M. DeMASI
Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

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Exhibit A
(The Protective Covenants)

GPINs: 1356-82-6276, 1366-54-5996, 1356-80-4414,
1356-75-0037, 1367-41-6185 and 1367-05-6253

BERRY HILL INDUSTRIAL PARK
DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS (this “**Declaration**”) is made as the 14th day of August 2017, by **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “**Authority**”).

STATEMENT OF PURPOSE

It is the Authority’s purpose to develop a master planned and attractive industrial park complete with infrastructure that attracts economically transformative companies and supporting industries, which bring job creation, higher wage levels, and capital investment to the region. The Authority’s goal is to ensure that the development of the Berry Hill Industrial Park (the “**Park**”) will be harmonious with surrounding property owners, preserve and enhance long term property values, and provide a pleasant and productive environment for the workforce. To achieve these goals, the Authority requests good building design construction standards with attractive, well-spaced facilities that are properly constructed, durable, and easily maintained.

The conditions, covenants, restrictions and reservations set forth in this Declaration (collectively, the “**Covenants**”) are established and promulgated in the interest of promoting sound planning practices, enhancing the regional tax base, and ensuring the prosperity and enjoyment of the prospective businesses and workers that call the Park their home and place of business.

ARTICLE 1: RECITALS

1.1 THE PROPERTY

The Authority is the present record title holder of that certain real property situated in Pittsylvania County, Virginia, containing an aggregate of approximately 3,528.265 acres, more or less, as more particularly shown on that “**Boundary Exhibit Showing Berry Hill Industrial Park for Danville-Pittsylvania Regional Facility Authority**” dated May 3, 2017, made by Dewberry Engineers, Inc., dated May 3, 2017, Project No. 50018376, as follows:

Tract	Acreage	GPIN	Sheet # of 5
Tract 10	99.940	1356-82-6276	1
Tract CDE	140.005 ±	1356-80-4414	1
Tract AB	520.003 ±	1366-54-5996	2
Tract FG	586.910 ±	1356-75-0037	3
Tract HK	2,123.308	1367-41-6185	4
Tract J	58.099	1367-05-6253	5
<i>Total</i>	3,528.265		

Such boundary exhibit is attached hereto and incorporated herein by this reference (the “**Property**”).

1.2 INTENT

The Authority desires to subject the Property to the Covenants to ensure proper use and appropriate development and improvements of the Property.

ARTICLE 2: DEFINITIONS

2.1 DEFINITIONS OF TERMS

- a. “**Authority**” shall mean the Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia, and its successors and assigns.
- b. “**Exterior Boundary**” shall mean a property boundary line separating any portion of the Property from any adjacent properties that are not part of the Property.
- c. “**Improvements**” shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, and any structures of any type or kind.
- d. “**Owner**” shall mean the party or parties other than the Authority owning fee title to a Parcel (as hereafter defined), provided, however, that an Owner may, upon written notice to the Review Committee (as hereafter defined), assign all or part of Owner’s rights but not Owner’s duties hereunto to Owner’s tenant.
- e. “**Parcel**” shall mean any contiguous plot of land, the size and dimensions of which shall be established by the legal descriptions in the original conveyance from the Authority or in any subsequent conveyance by the Authority or any successor in interest of all or part of such plot of land. A Parcel may also be established by the Authority by an instrument in writing, executed, acknowledged and recorded by the Authority, which designated a plot of

land as a Parcel for purposes of the Covenants. If two or more Parcels, as defined above, are acquired by the same Owner in fee, such commonly owned Parcels may, at the option of such Owner, be combined and treated as a single Parcel for purposes of this Declaration.

f. **“Property Used in Common”** shall mean and refer to those areas of the Property devoted to the common use and enjoyment of the owners of all the Parcels, their tenants and employees, and the public at large, including but not limited to parks, entrance areas, recreational facilities, major drainage ways, lakes, detention ponds, utility lines, power substations, pumping stations, the items described in Section 7.1 below, and any other related or similar Improvements relating to the enhancement of the overall quality of the Property, as may be established by plat or declaration of the Authority, from time to time.

g. **“Proportionate Share”** shall mean with respect to an item, an amount equal to the total amount of such item in question multiplied by a fraction, the numerator of which is acreage of the Parcel owned by such Owner, and the denominator of which is the total acreage of the Property, less the total acreage of the Property Used in Common. For purposes of **“Proportionate Share”**, acreage shall be the same acreage as set forth in the real property tax records of Pittsylvania County, Virginia.

h. **“Review Committee”** shall mean a committee, consisting of the members of the Board of Directors of the Authority, whose terms as members of the Review Committee shall be concurrent with their terms as members of the Board of Directors of the Authority. The Review Committee may be assisted in their review by support staff of the City of Danville, Virginia and of Pittsylvania County, Virginia. In the event that it is finally judicially determined that the Authority is not authorized to comprise the Review Committee, then the members of the Review Committee shall be appointed for indefinite terms by the owners of fee title, including the Authority and the owner of the Property Used in Common, voting according to their proportionate land area.

ARTICLE 3: PURPOSE

3.1 PURPOSE

The Property is hereby made subject to the Covenants, all of which shall be deemed to run with the Property and each and every part thereof, insofar as federal, state and local laws permit, to ensure proper use of appropriate development and improvement of the Property so as to:

- a. Protect the Owners and tenants of Parcels against such improper development and

- use of surrounding Parcels as will depreciate the value and use of their Parcels.
- b. Prevent the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction.
 - c. Ensure adequate and reasonably consistent development of the Property.
 - d. Encourage and ensure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function.
 - e. Ensure the construction of adequate off-street parking and loading facilities.
 - f. Generally promote the welfare and safety of occupants and tenants of Parcels and of the Owners.
 - g. Provide a level of flexibility between large and small companies that locate in the Park due to their differing needs concerning square footage, parking, building height, and building material.

ARTICLE 4: GENERAL STANDARDS

4.1 GENERAL STANDARDS

All development on the Property shall be done in complete conformance with the applicable building codes, regulations, and ordinances of the Commonwealth of Virginia, Pittsylvania County, Virginia, and other public agencies and utilities having jurisdiction, including but not limited to the following:

- a. Building Code - Development shall be in compliance with the Virginia Uniform Statewide Building Code.
- b. Zoning - All site development activity and site Improvements made on the Property must be in full compliance with the requirements of the Zoning Ordinance of Pittsylvania County, Virginia (the “**Pittsylvania County Zoning Ordinance**”). The guidelines specified in the Pittsylvania County Zoning Ordinance serve as minimum requirements and therefore do not interfere with or abrogate any more stringent standards as specified in this Declaration. All development projects within the Property must be reviewed by the Pittsylvania County Planning Commission and must be approved and permitted in accordance with the requirements of the Pittsylvania County Zoning Ordinance. This approval is to be obtained prior to final review and approval of any plans or specifications by the Review Committee, as more fully set forth in Article 8 of this Declaration.

- c. Virginia Department of Transportation (“VDOT”) - Improvements within the rights-of-way of public streets and highways shall be done in compliance with the rules, regulations, and standards of the VDOT.
- d. Sediment, Erosion Control, and Storm Water Management - Development shall be done in compliance with the Virginia Erosion and Sediment Control Law and the Virginia Stormwater Management Act, each as administered by Pittsylvania County, Virginia.
- e. Utilities - All utilities shall be constructed in compliance with the requirements of the utility provider and the Virginia Uniform Statewide Building Code, the Virginia Department of Health, the Virginia Water Control Board, the Pittsylvania County Service Authority and as applicable, the Utilities Department of the City of Danville, Virginia, the Public Utilities Department of the City of Eden, North Carolina, American Electric Power Service Corporation, a New York corporation (American Electric Power or AEP) or its subsidiaries serving the Property, and Transcontinental Gas Pipe Line Company, LLC, a Delaware limited liability company (Transco), or their respective successors in interest.
- f. Rail Service - Rail service is available to portions of the Property; and any rail improvements shall be done in compliance with the requirements and standards of the Norfolk Southern Railway Company, a Virginia corporation, in Roanoke, Virginia, or its successors in interest.
- g. Industry Specific Standards - Development shall be done in compliance with the federal, state, and local standards applicable specifically to the particular type of industrial development as it relates to fire protection, safety, environmental controls and other standards.

ARTICLE 5: PERMITTED AND PROHIBITED USES

5.1 PERMITTED USES

The following uses are permitted to be established on Parcels:

- a. Industrial, manufacturing, processing, warehousing, and other uses as defined by the Pittsylvania County Zoning Ordinance.
- b. Offices, Professional.
- c. Science, Technology, Research Facilities.
- d. Retail uses, such as convenience stores, gas stations, restaurants, motels, and hotels on

outparcels as approved by the Authority and in accordance with the Pittsylvania County Zoning Ordinance.

- e. Other such uses as the Review Committee shall find in writing to be directly related and compatible with the overall character and intent of the development of the Property and in conformance with the Pittsylvania County Zoning Ordinance.

5.2 PROHIBITED USES

Each of the following uses is prohibited on Parcels:

- a. Automobile or light vehicle sales or repair establishments, including body shops, junkyards, scrap yards and automobile recyclers.
- b. Heavy vehicle sales or repair establishments, including trucks, buses, semi-trailers, heavy equipment and the like, including associated body shops, junkyards, scrap yards and heavy vehicle recyclers.
- c. Residential uses of any kind, except for incidental or accessory worker dormitory use as may be approved in writing by the Review Committee and in accordance with the Pittsylvania County Zoning Ordinance.
- d. Noxious or offensive activities which may be or become an annoyance or nuisance to the Owner, tenant, or occupant of other Parcels within the Property by reasons of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid, or solid waste, smoke, or noise.
- e. Uranium mining, milling, exploration or processing.
- f. Any use which the Review Committee shall find in writing to be specifically incompatible with the overall character and intent of the development of the Property or not in compliance with the Pittsylvania County Zoning Ordinance.

ARTICLE 6: REGULATION OF IMPROVEMENTS

6.1 IMPROVEMENTS GENERALLY

No Improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Parcel until plans and specifications have been approved in writing by the Review Committee, as more fully set forth in Article 8 of this Declaration. Improvements constructed prior to the adoption of the Covenants shall be considered in full compliance with these articles for future Improvement, alteration or expansion, subject to compliance with the provisions of the Pittsylvania County Zoning Ordinance.

6.2 SETBACK

No building or structure shall at any time be erected on any parcel, except with the prior written approval of the Review Committee within:

1. One hundred fifty (150) feet from the center line of Berry Hill Road.
2. One hundred (100) feet from the center line of any other street or public road.
3. Fifty (50) feet from any Parcel boundary which is an Exterior Boundary of the Property.
4. Thirty (30) feet from any Parcel boundary which is not an Exterior Boundary of the Property, except that a minimum setback of fifty (50) feet is required from any type of residential use or living quarters or residential district boundary.

6.3 BUILDING COVERAGE

No more than eighty percent (80%) of the area of any Parcel may be covered with buildings or other structures.

6.4 MINIMUM BUILDING SIZE

For Parcels greater than ten (10) acres each, other than a Parcel for power plant use, (i) no building shall be constructed, other than incidental or accessory structures, which contains less than fifty thousand (50,000) square feet of gross floor area or (ii) within two (2) years after the final certificate of occupancy is issued for the first building constructed on such Parcel, all buildings on such Parcel shall be an aggregate of at least fifty thousand (50,000) square feet of gross floor area. For Parcels of five (5) to ten (10) acres each, no building shall be constructed, other than incidental or accessory structures, which contains less than ten thousand (10,000) square feet of gross floor area. For Parcels of less than five acres each, no building shall be constructed, other than incidental or accessory structures, which contains less than three thousand (3,000) square feet of gross floor area, without the prior written approval by the Review Committee.

6.5 BUILDING OCCUPANCY

No building shall be occupied by more than one (1) tenant or occupant, unless express written permission for multiple occupancy is given by the Review Committee.

6.6 OFF-STREET PARKING

The location, number and size of parking spaces shall be subject to approval by the Review Committee pursuant to Article 8 hereof. All parking areas, as well as related access drives, shall be paved by either asphalt or concrete paving or other material approved in writing by the Review Committee and properly graded to assure proper drainage in accordance

with the requirements of the Review Committee.

6.7 OFF-STREET LOADING AREAS

The location, size and layout of loading areas shall be subject to approval by the Review Committee pursuant to Article 8 hereof. Provision for handling all truck service shall be totally within each Parcel. No off-street loading areas shall be located on or along the front wall of any building or primary entrance wall for buildings on corner lots, within the required setback adjoining any street boundary, or nearer than thirty (30) feet from any Parcel boundary. All off-street loading areas shall be paved by either asphalt or concrete paving or other material approved in writing by the Review Committee and properly graded to assure proper drainage in accordance with the requirements of the Review Committee.

6.8 LANDSCAPING

All Parcels shall be landscaped in accordance with a plan submitted to and approved in writing by the Review Committee, pursuant to Article 8 herein, prior to any development of the Parcel. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shrubs and information regarding other landscape treatment for the entire site, such as fences, walls, and screening. Further, it shall be the responsibility of the Owner of a Parcel to landscape and to maintain the area between the property boundaries of that Owner's Parcel and the curbs or paved areas of any public roadways adjacent to such Parcel. All landscaping shall be undertaken and completed in accordance with such approved plan and that plan may not be substantially altered, amended, or revised without submitting the revised landscaping plan for prior written approval by the Review Committee. All landscaping required hereunder or otherwise to be provided on any Parcel shall be completed within sixty (60) days after the substantial completion of any buildings to be constructed on the Parcel, provided however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. A maintenance plan for care of plant materials and replacement of materials that die shall be provided.

6.9 SIGNS

No signs shall be permitted anywhere within the Property without the prior written approval of the Review Committee. All signs shall conform to the sign standards for the Property as adopted by the Review Committee and all applicable laws and governmental regulations.

6.10 ARCHITECTURAL DESIGN AND MATERIALS

No building or other structure may be constructed, erected, placed, altered, or permitted on any Parcel until plans and specifications with respect to exterior elevations, materials and colors have been submitted to and approved in writing by the Review Committee. Such approval shall be subject to standards adopted by the Review Committee governing architectural styles and quality of building design, appearance, siting, materials and other attributes which will enhance the overall appearance and environment of the Property.

6.11 OUTDOOR STORAGE

Outdoor storage will not be permitted within required setback areas as described in Section 6.2 above. Outdoor storage shall be screened from view from any street by screening walls or fences, earth berms, or plant materials, unless such requirement would prevent or unreasonably impede the proposed manufacturing or industrial process. Any exceptions to the screening of outdoor storage areas must also be approved in accordance with the site plan requirements of the Pittsylvania County Zoning Ordinance.

6.12 EXTERIOR LIGHTING

All Parcels shall provide exterior lighting for parking and loading facilities in conformance with Article 12 below and all other Architectural and Design Standards set forth in this Declaration. All exterior lighting permitted on any Parcel shall be subject to written approval of the Review Committee unless such lighting is required by law or by other governmental regulations which take precedence over the Covenants. Except for emergency or safety warning lights, no flashing or intermittent light of any kind shall be permitted unless required as above.

6.13 MAINTENANCE

Each Owner, tenant, or occupant of any Parcel shall keep Owner's buildings and improvements in a safe, clean, maintained, neat condition and shall comply in all respects with all applicable governmental statutes, ordinances, regulations, health codes, and police and fire requirements. Each Owner, at its own expense, shall remove, or cause to be removed, any rubbish or trash which may accumulate on that Owner's Parcel. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and located within screened enclosures made up of fencing, walls, or other means approved in writing by the Review Committee to adequately maintain any rubbish, trash, garbage, or other waste on site until such time of disposal. Rubbish and trash shall not be disposed of on the Property by

burning by open fires.

6.14 NOISE

Each Owner, tenant, or occupant of any Parcel shall comply with the Noise Control Ordinance of the Pittsylvania County Code.

ARTICLE 7: PROPERTY USED IN COMMON

7.1 DESCRIPTION

Property Used in Common shall be described as property that may from time to time be designated by plat or declaration of the Authority as “**Property Used in Common**”. The definition of “**Property Used in Common**” set forth in Section 2.1 above shall also generally include, but shall not be limited to, certain wetland areas, major drainage ways and utility corridors.

7.2 INTENT

It is the intent of the Authority to utilize and to develop the Property Used in Common, and to install certain Improvements, amenities and facilities thereon which will serve to enhance the appearance and enjoyment of the Property for Owners, tenants, occupants of the Property and the public at large. Such Improvements may include, but are not limited to, parks, recreation facilities, landscaped areas, beautified areas, signs or structures intended to identify and promote occupancy of the Property, lakes, ponds, water detention areas, major drainage ways, utility corridors, pumping stations, historic features, memorials, and other similar or related improvements. Nothing in this Section 7.2 shall be construed to be a representation or to create an expectation that the Authority will construct any specific Improvement on the Property Used in Common.

7.3 TITLE

The Authority intends, but shall not be obligated, to retain fee simple title to the Property Used in Common for a period of at least twenty-five (25) years.

7.4 MAINTENANCE

a. So long as the Authority or its successors in interest to Property Used in Common holds fee simple title to Property Used in Common, the Authority or its successors in interest to Property Used in Common (in either case, “**PUICM**”) shall maintain or cause to be maintained Property Used in Common in a safe, clean, neat condition in a manner equivalent to that required of Owners in Section 6.13 above. PUICM shall comply in all respects with all

applicable governmental statutes, ordinances, regulations, health codes, and police and fire requirements with respect to Property Used in Common. PUICM shall remove or caused to be removed rubbish, trash, garbage or other waste which may accumulate on Property Used in Common, and such shall not be disposed of on the Property by burning by open fires. The obligations of PUICM under this Section 7.4 shall be collectively referred to as “**PUIC Maintenance**”.

b. Each Owner shall reimburse PUICM its Proportionate Share of all costs and expenses incurred in providing the PUIC Maintenance.

c. PUICM shall deliver to each Owner an invoice (the "**Invoice**"), not more frequently than once per calendar quarter, specifying in reasonable detail the costs and expenses of such PUIC Maintenance. PUICM shall maintain accurate records, including without limitation invoices, receipts, work orders and contracts, pertaining to all PUIC Maintenance performed. Within thirty (30) days after the date of the Invoice, each Owner shall pay to PUICM the amount shown on the Invoice.

d. In the event that the amount of the Invoice is not paid when due and payable as set forth in this Section 7.4, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum amount permitted by law.

7.5 RIGHT OF ACCESS

In order for the Authority to construct, place, or maintain structures and Improvements on Property Used in Common and to provide the PUIC Maintenance as required by the provisions of this Declaration, the Authority reserves for itself the free and unrestricted right of access upon and across each Parcel. Each Owner, by accepting title thereto, shall be deemed to have consented to the foregoing reservation and to have granted the foregoing right, and shall give constructive notice of the Authority’s reservation of right of access to any tenant or occupant of any Parcel. The rights of the Authority pursuant to this reservation shall be exercised with commercially reasonable efforts to avoid materially and adversely interfering with the normal operations and activities of any Owner, tenant or occupant of a Parcel.

ARTICLE 8: APPROVAL OF PLANS

8.1 REVIEW COMMITTEE

There is hereby established a Review Committee as hereinbefore defined whose members shall consist of the members of the Board of Directors of the

Authority. Members of the Review Committee shall serve at the pleasure of the Authority.

8.2 PROCEEDINGS OF THE REVIEW COMMITTEE

The Review Committee shall adopt rules and procedures for the conduct of its business. The Review Committee shall adopt from time to time, with the approval of the Authority, certain standards and criteria for approval of plans as required by this Declaration.

8.3 SUBMISSION OF MATERIALS

No Improvements shall be constructed, erected, placed, altered, or permitted on any Parcel until plans and specifications with respect thereto, in manner and form satisfactory to the Review Committee, showing the proposed Improvements layout, and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, parking spaces, grading, easements, utilities, proposed building use, estimated number of employees, and such other information as may be requested by the Review Committee, have been submitted to and approved in writing by the Review Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Parcel or the Owner's authorized agent. The Review Committee shall not review material and make recommendations until the receipt of a written statement from the Director of Code Compliance that the proposed construction meets the requirements of the Pittsylvania County Zoning Ordinance.

8.4 REVIEW AND APPROVAL

The Review Committee may, at its discretion, refer the plans and specifications to technical or professional advisors, public agencies, City of Danville, Virginia and Pittsylvania County, Virginia staff, or other persons or groups deemed to be knowledgeable of the concept and intent for development of the Property. Final plans and specifications shall not be approved by the Review Committee until a Site Development Plan for the proposed project has been reviewed by the Pittsylvania County Planning Commission and approved in accordance with the Pittsylvania County Zoning Ordinance. The Review Committee shall not require any design revisions to project plans which will cause non-compliance with a plan previously approved in accordance with the Pittsylvania County Zoning Ordinance. Approval by the Review Committee shall be based, among other things, on conformity and harmony of external design with neighboring structures and conformity of the plans and specifications to the purpose and general intent of the Covenants. The Review Committee shall not arbitrarily or capriciously withhold or condition its approval of such plans and specifications.

8.5 EFFECT OF FAILURE TO APPROVE OR DISAPPROVE

If the Review Committee fails to either approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within sixty (60) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Article 4 and Article 5 hereof. The Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid sixty (60) day period shall commence on the date of such notification. The Review Committee can, by giving due notice to the owner in writing, extend its review period, according to procedures set forth in the rules and procedures of the Review Committee.

8.6 LIABILITY

Neither the Review Committee nor the Authority shall be liable for damages to anyone submitting plans for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans to the Review Committee for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any Parcel agrees, by acquiring title thereto or an interest therein, that such Owner or tenant will not bring any action or suit against the Review Committee or the Authority to recover any such damages.

ARTICLE 9: ENFORCEMENT

9.1 ABATEMENT AND SUIT

The Covenants shall run with the land, and be binding upon and inure to the benefit of the Authority, the Authority as its interest may appear, and the Owners of every Parcel of the Property. The Covenants may be enforced as provided hereinafter by the Authority or the Authority as its interest may appear acting for itself, acting for the Review Committee, or acting as trustee on behalf of all the Owners of Parcels. Each Owner, by acquiring an interest in the Property, shall appoint irrevocably the Authority as that Owner's attorney-in-fact for such purposes; provided, however, that if an Owner notifies the Review Committee of a claimed violation of the Covenants, and the Authority or the Authority as its interest may appear fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at that Owner's own cost and expense, enforce the

conditions, covenants, restrictions and reservations herein contained. Violation of any of the Covenants shall give to the Authority the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions of this Declaration, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

9.2 VIOLATIONS CONSTITUTE A NUISANCE

Every violation of this Declaration or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, tenant or occupant of the Property shall be applicable against every such violation and may be exercised by the Authority or the Authority as its interest may appear. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the non-prevailing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Authority or the Authority as its interest may appear to enforce any of the Covenants shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other Covenants, and the Authority shall not be liable therefor.

ARTICLE 10: TERM, MODIFICATIONS AND ASSIGNMENTS

10.1 TERM

This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Section 10.2 below.

10.2 TERMINATION AND MODIFICATION

So long as either (i) the Authority owns fifty percent (50%) or more of the total acreage of the Property less the total acreage of the Property Used in Common; or (ii) the Authority owns fifty percent (50%) or more of the total acreage of the Property Used in Common, this

Declaration or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, by the Authority with written notice to the Owners (excluding trustees under deeds of trust), sent to the address of record set forth in the Pittsylvania County real property tax records. Except as otherwise provided in the preceding sentence, this Declaration or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, by written consent of the Owners of sixty-five percent (65%) or more of the total acreage of the Property less the total acreage of the Property Used in Common.

10.3 ASSIGNMENT OF THE AUTHORITY'S RIGHTS AND DUTIES

Any and all of the rights, powers and reservations of the Authority herein contained may be assigned by the Authority in its sole and absolute discretion to any legal person or association which will assume in writing any or all of the duties of the Authority hereunder. Upon any such legal person's or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume the Authority's duties hereunder, and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Authority herein. Upon such assignment, and to the extent thereof, the Authority shall be relieved from all liabilities, obligations and duties hereunder. The term "**Authority**" as used herein includes all such assignees and their heirs, successors and assigns.

10.4 EXTENSION TO INCLUDE ADDITIONAL PROPERTY

The Authority may at any time make subject to this Declaration other properties now or hereafter owned by the Authority by executing an instrument in writing applying this Declaration to such other properties and by properly recording the same in the land records of Pittsylvania County, Virginia. Upon such recordation (1) these Covenants shall run with the Property already subject thereto and with such additional property as if such Covenants had always applied to all of said land from the date of inception of these Covenants; and (2) whenever thereafter in construing this Declaration reference is made to "the Property", said term shall mean and include not only the Property described in **Exhibit A** hereto, but also such additional properties as may be but need not be contiguous to other properties owned by the Authority and made subject to this Declaration.

10.5 RIGHT TO RESUBDIVIDE

After a Parcel has been purchased from the Authority or the Authority by a subsequent Owner, such Parcel shall be considered as a single unit and further subdivision of the Parcel is prohibited without express prior written approval of the Authority. For purposes of these Covenants, the term “**subdivision**” shall include a sale, conveyance, lease or use of less than the entire Parcel. The provisions of this Section shall not apply to the Authority should it purchase or otherwise acquire one or more such Parcels from the Authority.

ARTICLE 11: MISCELLANEOUS

11.1 NO WAIVER

All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

11.2 OWNER’S LIABILITY SUBSEQUENT TO SALE

Upon sale of a Parcel, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Parcel sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Parcel from any liabilities or obligations incurred prior to such a sale pursuant to this Declaration.

ARTICLE 12: ARCHITECTURAL AND DESIGN STANDARDS

12.1 GENERAL

A relatively wide variety of architectural design and materials shall be permitted. However, it is intended that a basic harmony of architecture shall prevail among all buildings and developments so that no building shall detract from the attractiveness of the overall development.

12.2 MATERIALS

The exterior construction of buildings shall be of factory finished metal, stone, brick, concrete (reinforced, precast, poured in place or tilt up), equivalent masonry construction, glass, or a combination of these materials. The front of any building under fifty thousand

(50,000) square feet, visible from a public roadway, and serving as the primary entrance to the building, may be of factory finished metal construction if there is provided a decorative accent area of stone, brick, concrete or equivalent masonry construction. The required accent area must equal at least ten percent (10%) of the total area of the front wall of the building. Any building side that fronts on a public roadway but does not contain a primary entrance may use metal, concrete block, or cinder block or other noncombustible materials if approved by the Review Committee.

12.3 ALL ELEVATIONS TO BE CONSISTENT

Colors, materials, finishes, and building forms shall be coordinated in a consistent manner on all elevations. Materials of different properties may be permitted on various walls subject to the Review Committee's written approval.

12.4 ACCESSORY STRUCTURES

Accessory buildings and enclosures shall be of similar design and materials as the principal buildings unless alternative designs are approved by the Review Committee. Accessory storage buildings used in industrial processes shall be sympathetic to the main building in materials and construction.

12.5 FENCING

Fencing for security reasons will be permitted and shall be of location, design and material that are approved by the Review Committee. In no event shall such fencing material consist of scrap lumber, plywood, tree branches, tree trunks, sheet metal, plastic or fiberglass sheets. No fencing will be permitted that obstructs the view of the property, except as may be required for screening equipment or storage areas as specified in this Declaration.

12.6 BUILDING HEIGHT

All buildings, structures, and accessory buildings must meet the requirements of the Pittsylvania County Zoning Ordinance for building height. Understanding that larger parcels may attract heavier manufacturing uses such as automobile assembly, steel, and chemical processes, which in turn necessitate stacks and other taller structures, the Authority shall have the ability to approve building heights in excess of one hundred (100) feet with the prior approval of the Pittsylvania Planning Commission and the Pittsylvania County Board of Zoning Appeals, in compliance with procedures specified in the Pittsylvania County Zoning Ordinance.

ARTICLE 13: PARKING STANDARDS

13.1 GENERAL

Each Parcel shall contain all required parking within the Parcel. Off-site parking shall not be permitted. Parking shall not be permitted on any street, and Owners or their tenants shall be responsible for enforcing this requirement with respect to their employees, visitors or other occupants.

13.2 DETERMINATION OF REQUIRED PARKING

13.2.1 In General

In determining the number of spaces for each Parcel, the nature of the use, characteristics of operation, number of employees, anticipated number of visitors, distribution of employment and visitors over various shifts and times, the nature and location of buildings on the site, and other relevant characteristics shall be considered.

13.2.2 Guidelines

Required parking may be determined to be more or less than the guidelines set forth below but shall not be less than those permitted by the Pittsylvania County Zoning Ordinance. However, by way of general standards, the following shall be observed, and exceptions shall be based only upon specific justifications. The standard is as follows: the minimum number of parking spaces for industrial or manufacturing uses shall not be less than sixty percent (60%) of the number of employees anticipated on work on the shift of highest employment under conditions of full operation.

13.2.3 Changes in Requirements

If the occupancy or characteristics of the use of a Parcel change, minimum parking requirements shall be met by each successive tenant or occupant or for each successive change in characteristics of use.

13.3 DESIGN STANDARDS

13.3.1 Location

Parking areas may be constructed on any part of a Parcel except the required landscape buffer and minimum yard setback areas.

13.3.2 Paving

All parking areas and access drives shall be paved with bituminous surfacing, asphaltic concrete, reinforced concrete, or equivalent materials to provide a dust-free and impervious surface. Pervious concrete or asphalt may be substituted for use in conjunction with an

approved stormwater management plan.

13.3.3 Grades

All parking areas shall be graded to provide proper drainage, with a minimum slope of one percent (1%) and a maximum slope of eight percent (8%).

ARTICLE 14: SIGN STANDARDS

14.1 GENERAL

- a. Signs shall relate only to organizations, goods, services or activities on the Parcel upon which the sign is located. No billboards or outdoor advertising relating to off-site goods, services, activities or establishments shall be permitted.
- b. No moving signs or flashing lights on signs shall be permitted.
- c. All signage for a given building or project shall be uniform in appearance and design. Signage should be uniform in materials, color scheme, lettering style, proportions, lighting and other characteristics.
- d. Attached and free standing commercial and industrial identification and advertising sign structures shall not exceed an aggregate total of three hundred (300) square feet in area. The limitation of three hundred (300) square feet is applicable to each business.
- e. Each Owner shall be allowed to have a maximum of one attached and one free standing sign on that Owner's Parcel. The intent is to balance the need of an Owner to identify its company with the need to maintain the integrity and aesthetics of the Park.

14.2 PERMANENT SIGNS

14.2.1 Identification Signs

Identification signs may contain only the name, business product or service of the occupant, and may include the company logo(s).

14.2.2 Wall Mounted

- a. A single sign is permitted on the front of the principal building or on a side wall if clearly visible from the street.
- b. A wall mounted identification sign shall cover no more than twenty percent (20%) of the area of the building elevation, building side, or architectural element on which it is placed, subject to the size limitations specified in the

Pittsylvania County Zoning Ordinance.

- c. Wall mounted signs shall not project more than eighteen (18) inches from the wall surface and shall not project above the eave line.

14.2.3 Free Standing

- a. One free standing identification sign per Parcel shall be permitted.
- b. Signs must comply with setback and size limitations specified in the Pittsylvania County Zoning Ordinance.
- c. Freestanding signs may be single sided or double sided.
- d. Signs may be internally or externally illuminated. If externally illuminated, the illumination source must comply with Section 16.3 below.

14.3 Information Signs

- a. Information signs may be erected to direct traffic or pedestrian movements or to give warnings of restricted areas or hazards and the like.
- b. The number of informational signs should be limited to the smallest number reasonably practicable to convey the intended information.
- c. Informational signs should conform to Section 14.1 above concerning uniformity of design within a given project or Parcel.

14.4 TEMPORARY SIGNS

14.4.1 Sale or Lease Signs

- a. Signs advertising a parcel or building for sale or for lease are allowed.
- b. Sale or lease signs shall be limited to wall mounted and one free standing sign, but such signs may be single or double faced. Both the wall mounted and the free standing sign shall follow the requirements of size as outlined in Sections 14.2.2 and 14.2.3 above.

14.4.2 Future Facility Signs

- a. One sign shall be permitted per Parcel stating information concerning planned construction of a future facility but may not be erected more than four (4) months in advance of planned construction.
- b. Future facility signs may be single or double faced, but may not exceed ninety (90) square feet per face.

14.4.3 Construction Signs

- a. Upon commencement of construction, one sign may be erected in addition to

the future facility sign which may identify architects, engineers, contractors, financing sources and other establishments providing services for development or construction.

- b. Construction signs may contain several structural elements identifying various establishments providing services, or may be composed of a single element. In either case, construction signs must present a neat and unified appearance
- c. Construction signs may be single faced or double faced, but shall be limited to ninety (90) square feet per face. If several elements are mounted together to compose a construction sign, the measurement of area shall be made by measuring the outer perimeter of the combined elements.

14.4.4 Special Events Signage

For special events such as grand openings, announcements of job fairs, or celebration of industrial certification, one (1) temporary sign shall be permitted to be erected for a period not to exceed thirty (30) days. Such sign shall be limited to sixty (60) square feet and shall not be located on the public right-of-way. This sign will be in addition to any signs permitted by this Declaration.

14.4.5 Calculation of Sign Area

a. **Sign area computations.** The sign area shall be calculated as the entire area within a single continuous perimeter, and a single plane, composed of a square, circle, rectangle or other geometric figure that encloses the extreme limits of the sign's message background and trim, and including all letters, figures, graphics or other elements of the sign.

b. **Frame and bracing elements.** Any supporting frame and bracing members of a sign shall not be included in the sign area calculations provided that (a) there are two or less such members per sign, (b) any member does not exceed six inches in diameter or square, (c) the member has no advertising value, and (d) the supporting member does not form an integral part of the sign display, as determined by the Review Committee.

c. **Sign faces calculated.** The sign area shall be calculated based upon the maximum number of faces viewable for any single ground position, as follows:

- (i) Single faced sign: One face counted.
- (ii) Double faced sign: Each face counted.
- (iii) "V" sign width and angle of 45 degree or greater: Two faces counted.
- (iv) Three dimensional sign: Projected to single flat planes, all visible sign

faces counted.

- (v) Cylindrical sign: The sign area on each side of the cylinder shall be calculated by multiplying the height of the cylinder by the diameter of the cylinder.

d. **Computations of sign height.** The dimension from the top of any point on a sign, including its support structure, of any sign erected within thirty (30) feet of a street shall be the distance from the grade level of the nearest curb of the street to the top of the sign or sign structure, whichever is greater. The height of all signs farther than thirty (30) feet from a street shall be the distance from the grade level where the sign is erected to the top of the sign or sign structure whichever is greater.

e. **Computation of maximum allowable sign area.** The total allowable sign area for all applicable signs shall not exceed the area defined in each sign district for each linear foot of building front along each street regardless of the setback depth. All signs except for those exempted for permit, temporary signs, directory signs and directional signs shall be counted in calculating the allowable sign area.

On multi-frontage locations, the allowable sign area for all applicable signs on each additional street frontage shall be located only on that frontage. Building frontage facing parking lots visible from a street may be considered a multi-frontage location.

ARTICLE 15: LANDSCAPING STANDARDS

15.1 GENERAL

All open areas on each Parcel not occupied by buildings, structures, outdoor storage areas, paved areas, parking areas, loading areas, driveways or walkways shall be suitably graded and drained and shall be landscaped with lawns, trees, shrubs, or suitable ground cover. The preservation of existing trees and native vegetation is encouraged.

15.2 LANDSCAPE BUFFER AREAS

In order to maintain the scenic, historic and rural nature of the area surrounding Park, a natural vegetative buffer shall be provided or maintained around the perimeter of the Property and along all public streets or roads. The area of the natural buffer zone is to remain, and be maintained, in its current natural vegetative state. Where sufficient natural screening does not exist, each Owner will be responsible for planting and maintaining appropriately sized screening vegetation. Conservation easements and other preservation areas can be considered a part of the

vegetative buffer. Breaks in the natural vegetative buffer are allowed at ingress and egress points, and where necessary for required utility and transportation infrastructure.

The width of the required natural vegetative buffer shall be:

1. One hundred fifty (150) feet from the center line of Berry Hill Road.
2. One hundred (100) feet from the center line of any other street or public road.
3. Fifty (50) feet from any Parcel boundary which is an Exterior Boundary of the Property.

The width of the natural vegetative buffer may be reduced by the Review Committee, in its sole discretion, when the specified width creates a hardship or detriment to the development of the Park and the reduction is requested as a part of the site development plan review process, and where the reduction does not violate the intent of this section.

No structures or equipment of any nature except underground utility equipment, signs and lighting may be located in the vegetative buffer zone.

15.4 MAINTENANCE

All landscaping on each Parcel and on the landscaped portion of any abutting street shall be properly maintained by the Owner or tenant of the Parcel. Maintenance shall include all necessary planting, cutting, irrigating, fertilizing, aerating, seeding, spraying, pruning, weeding and required replacements.

ARTICLE 16: EXTERIOR LIGHTING

16.1 GENERAL

All exterior lighting systems shall use either high pressure sodium or metal-halide lamps, or other material approved by the Review Committee. The maximum average illumination shall be five (5) foot-candles (or lumens per square foot). All lighting systems shall be designed to not provide significant illumination beyond the parcel on which it is placed.

16.2 MOUNTING HEIGHT

The maximum permitted mounting height for any lighting fixture shall be sixty (60) feet. Fixtures designed to illuminate pedestrian walkways shall have a maximum mounting height of twenty (20) feet.

16.3 BUILDING AND SIGN FLOODLIGHTING

Building and sign floodlighting shall be permitted, utilizing wall mounted or set-back methods provided fixtures incorporate either high pressure sodium or metal-halide lamps, or other material approved in writing by the Review Committee for illumination. Building and sign

floodlighting shall be so installed and aimed so that glare will not be present which may hinder vehicular or pedestrian traffic, nor may glare be permitted which shall present a hindrance to operations at the particular industry site itself and/or any adjacent sites.

EXECUTION

IN WITNESS WHEREOF, the undersigned, with due authority, has executed this **DECLARATION OF PROTECTIVE COVENANTS** as of the date first herein above written.

The Authority: DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____
Sherman M. Saunders
Chairman

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by **SHERMAN M. SAUNDERS**, in his capacity as chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such Authority.

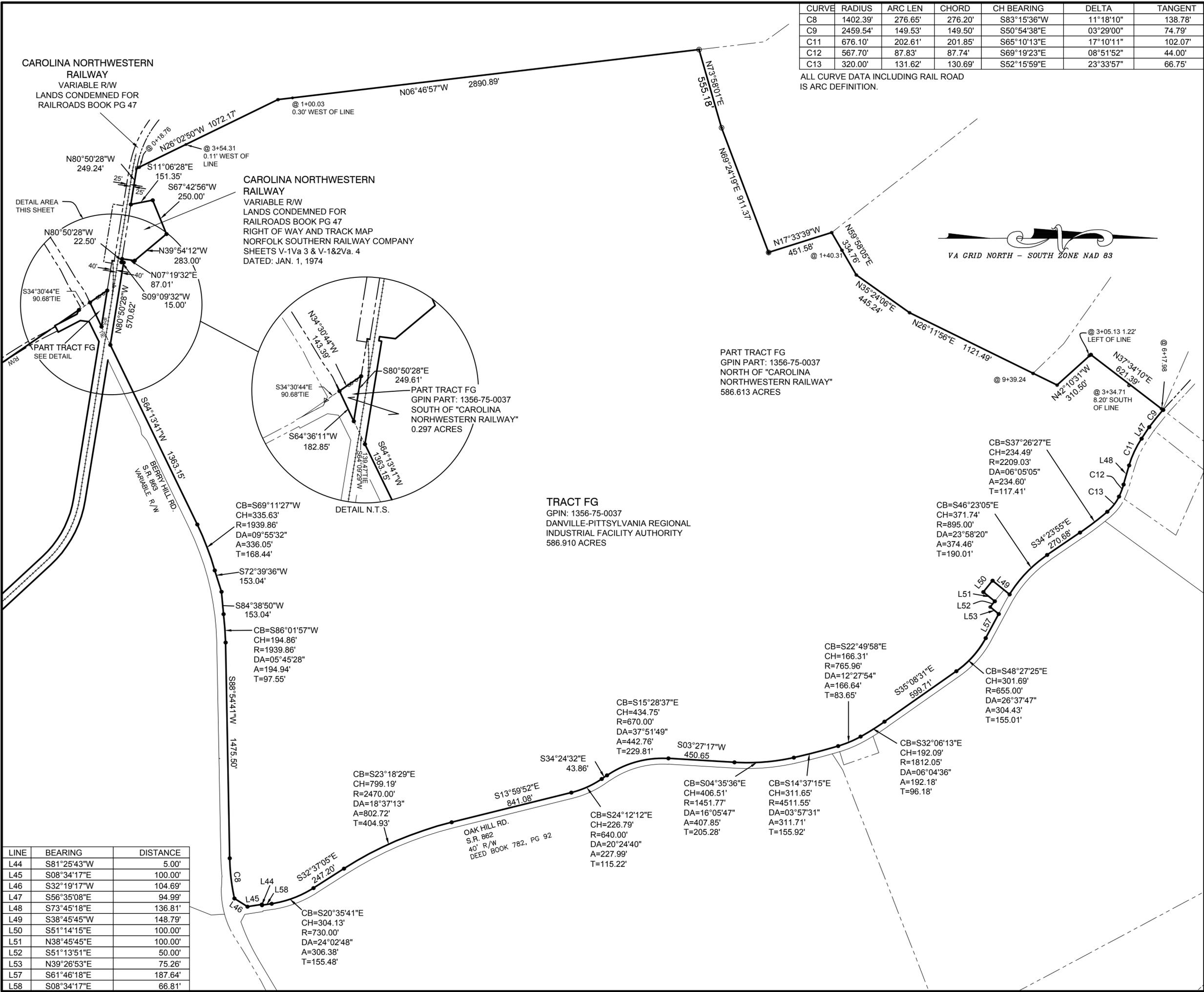
My commission expires: _____.

Notary Public
Registration No. _____

Exhibit A
Property Description

CURVE	RADIUS	ARC LEN	CHORD	CH BEARING	DELTA	TANGENT
C8	1402.39'	276.65'	276.20'	S83°15'36"W	11°18'10"	138.78'
C9	2459.54'	149.53'	149.50'	S50°54'38"E	03°29'00"	74.79'
C11	676.10'	202.61'	201.85'	S65°10'13"E	17°10'11"	102.07'
C12	567.70'	87.83'	87.74'	S69°19'23"E	08°51'52"	44.00'
C13	320.00'	131.62'	130.69'	S52°15'59"E	23°33'57"	66.75'

ALL CURVE DATA INCLUDING RAIL ROAD IS ARC DEFINITION.



LINE	BEARING	DISTANCE
L44	S81°25'43"W	5.00'
L45	S08°34'17"E	100.00'
L46	S32°19'17"W	104.69'
L47	S56°35'08"E	94.99'
L48	S73°45'18"E	136.81'
L49	S38°45'45"W	148.79'
L50	S51°14'15"E	100.00'
L51	N38°45'45"E	100.00'
L52	S51°13'51"E	50.00'
L53	N39°26'53"E	75.26'
L57	S61°46'18"E	187.64'
L58	S08°34'17"E	66.81'

**BOUNDARY EXHIBIT SHOWING
 BERRY HILL INDUSTRIAL PARK
 FOR
 DANVILLE-PITTSYLVANIA REGIONAL
 INDUSTRIAL FACILITY AUTHORITY
 WESTOVER MAGISTERIAL DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA**

SEAL

EXHIBIT

No.	DATE	BY	Description

REVISIONS

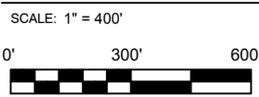
DRAWN BY NPR

APPROVED BY _____

CHECKED BY _____

PARTY CHIEF _____

DATE May 3, 2017



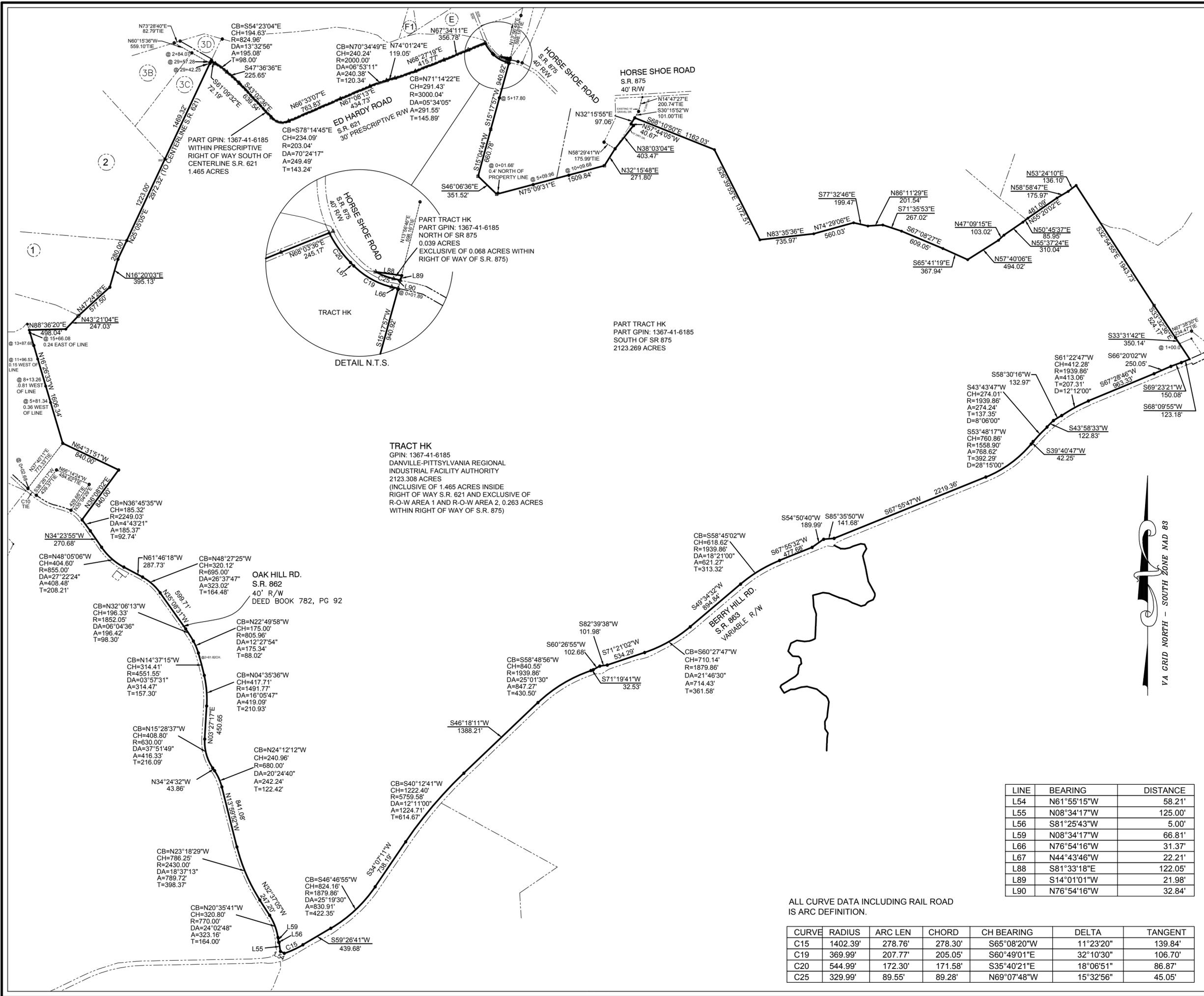
PROJECT NO. 50018376

Tract FG

SHEET NO. 3 of 5

FILE NO.

**BOUNDARY EXHIBIT SHOWING
BERRY HILL INDUSTRIAL PARK
FOR
DANVILLE-PITTSYLVANIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA**

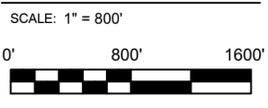


SEAL

EXHIBIT

No.	DATE	BY	Description
REVISIONS			

DRAWN BY NPR
APPROVED BY _____
CHECKED BY NPR
PARTY CHIEF _____
DATE May 3, 2017



PROJECT NO. 50018376

Tract HK

SHEET NO. 4 of 5

FILE NO.

LINE	BEARING	DISTANCE
L54	N61°55'15"W	58.21'
L55	N08°34'17"W	125.00'
L56	S81°25'43"W	5.00'
L59	N08°34'17"W	66.81'
L66	N76°54'16"W	31.37'
L67	N44°43'46"W	22.21'
L88	S81°33'18"E	122.05'
L89	S14°01'01"W	21.98'
L90	N76°54'16"W	32.84'

ALL CURVE DATA INCLUDING RAIL ROAD IS ARC DEFINITION.

CURVE	RADIUS	ARC LEN	CHORD	CH BEARING	DELTA	TANGENT
C15	1402.39'	278.76'	278.30'	S65°08'20"W	11°23'20"	139.84'
C19	369.99'	207.77'	205.05'	S60°49'01"E	32°10'30"	106.70'
C20	544.99'	172.30'	171.58'	S35°40'21"E	18°06'51"	86.87'
C25	329.99'	89.55'	89.28'	N69°07'48"W	15°32'56"	45.05'

Resolution No. 2017-08-14-5C

A RESOLUTION APPROVING THAT CERTAIN LETTER AGREEMENT DATED JULY 17, 2017, UNDER WHICH APPALACHIAN POWER COMPANY, A UNIT OF AMERICAN ELECTRIC POWER, AT ITS EXPENSE ESTIMATED TO BE APPROXIMATELY \$3 MILLION, WOULD RELOCATE THE RIDGEWAY-CORNING GLASS 69KV TRANSMISSION LINE FOR THE DEVELOPMENT OF LOT 8 IN THE AUTHORITY'S BERRY HILL INDUSTRIAL PARK PROJECT; HOWEVER, SHOULD THE AUTHORITY CANCEL SUCH DEVELOPMENT OF LOT 8 OR DELAY COMPLETION OF THE PROJECT BEYOND JANUARY 31, 2019, THE AUTHORITY WOULD AGREE TO PAY UP TO \$20,000.00 IN MOBILIZATION AND OTHER LINE RELOCATION COSTS

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, as amended; and

WHEREAS, as part of the Authority’s development of its Berry Hill Industrial Park project (“**Berry Hill**”), located in Pittsylvania County, Virginia, the Authority requested Appalachian Power Company (“**APCo**”), a unit of American Electric Power, to relocate the Ridgeway-Corning Glass 69KV transmission line from structure 122 to structure 142 through Berry Hill, in order for the Authority to complete the grading of Berry Hill and to prepare Lot 8 for a potential new recruit; and

WHEREAS, the estimated cost to APCo for such relocation is approximately \$3 million; and APCo is agreeable to the Authority’s request, provided, however, that should the Authority elect to cancel the development project of Lot 8 or should the Authority delay completion of the project beyond January 31, 2019, the Authority would pay up to \$20,000.00 in mobilization and other line relocation costs, as more particularly set forth in that certain letter agreement with APCo dated July 17, 2017 (the “**07-17-2017 APCo Letter Agreement**”), as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and

WHEREAS, the Authority has determined that the 07-17-2017 APCo Letter Agreement is reasonable, necessary and proper for the further development of Berry Hill; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, for the Authority to execute and to enter into the 07-17-2017 APCo Letter Agreement.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority does hereby approve the 07-17-2017 APCo Letter Agreement, and hereby authorizes the Chairman or the Vice Chairman of the Authority,

Resolution No. 2017-08-14-5C

either of whom may act independently of the other, to execute and to deliver the 07-17-2017 APCo Letter Agreement and any such other documents in connection with the 07-17-2017 APCo Letter Agreement, with such amendments, deletions or additions thereto, as may be approved by the Chairman or the Vice Chairman, such execution by the Chairman or the Vice Chairman to conclusively establish his approval of the 07-17-2017 APCo Letter Agreement or such other related documents and any amendments, deletions or additions thereto.

2. The Authority hereby authorizes and directs the Treasurer to earmark \$20,000.00 in the General Expenditures budget for the purposes set forth in the 07-17-2017 APCo Letter Agreement.

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 07-17-2017 APCo Letter Agreement or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

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 Protective Covenants and the matters contemplated therein.

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 meeting duly called and held on August 14, 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 14th day of August 2017.

(SEAL)

SUSAN M. DeMASI
Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

Resolution No. 2017-08-14-5C

Exhibit A

(The 07-17-2017 APCo Letter Agreement)

Appalachian Power Company
80 River Road
Fieldale, VA 24089



A unit of American Electric Power

Danville-Pittsylvania Regional Industrial Facility Authority
427 Patton Street, Room 428
P.O. Box 3300
Danville, Virginia 24543-3300
Attn: Susan M. DeMasi, Corporate Secretary

July 17, 2017

Re: **Danville-Pittsylvania Regional Industrial Facility Authority ("Customer") located at the Berry Hill Industrial Park in Pittsylvania County, Virginia (the "Industrial Park")**

Dear Susan:

This letter (the "Agreement") sets forth an agreement between Danville-Pittsylvania Regional Industrial Facility Authority ("Customer") and Appalachian Power Company ("Company") under the terms of which the Company will proceed with the engineering and design for the relocation of the Ridgeway-Corning Glass 69KV transmission line from structure 122 to structure 142 through the Berry Hill Industrial Park, located in Pittsylvania County, Virginia, described in this Agreement (the "Work"). The Customer has requested the Company to complete the Work in order to provide the Customer an estimated total cost for relocating the Ridgeway-Corning Glass 69KV transmission line so that the Customer can complete the grading in the Berry Hill Industrial Park and prepare Lot 8 for a potential new business.

The Customer agrees to reimburse the Company for all costs associated with the Work, both internal and external, incurred by the Company up to an authorized limit of \$20,000 to be paid in the event that: (a) Customer elects to cancel this project, or (b) Customer delays completion of this project beyond January 31, 2019. It is agreed the Customer will pay the Company, within 30 days of the issuance of the Company's invoice. Furthermore, if expenses reach the authorized limit, it is understood and agreed that all work will be stopped until either this Agreement is amended by the parties or a new letter of commitment as proposed by the Company and agreed to by the Customer, is executed by the Customer.

The total cost of relocating the aforementioned 69KV line is preliminarily estimated to be \$3,000,000. This amount will be updated after the Work is completed. Customer will receive an updated estimate which will be included in the CIAC agreement to be executed by Customer prior to the start of relocation.

Company will perform the Work in accordance with applicable laws, rules and regulations and subject to required regulatory consents and approvals. Except for the foregoing, **COMPANY HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE.**

COMPANY (AND ITS OFFICERS, EMPLOYEES AND CONTRACTORS) SHALL NOT BE LIABLE FOR ANY ECONOMIC OR COMMERCIAL LOSSES OR OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFIT OR REVENUE, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, OR DAMAGE TO REPUTATION OR RELATIONS) RESULTING FROM THE PERFORMANCE OR FAILURE TO PERFORM THE WORK DESCRIBED HEREIN, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY.

In performing the Work, Company is proposing to make modifications and additions solely to its own electric system, in accordance with the Tariff, in response to Customer's request for relocation of the Ridgeway-Corning Glass 69KV transmission line. Company is not performing any work on any facilities or equipment owned, or to be owned by Customer. No provisions contained in this Agreement and no action on the part of any of the parties hereto shall be

This document (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should destroy this document and are hereby notified that any disclosure, copying, or distribution of this document, or the taking of any action based on it, is strictly prohibited.

AEP: America's Energy PartnerSM

construed as creating an employer/employee relationship, joint venture, or any other relationship other than that of regulated electric utility and customer. Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

No amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by the respective authorized representatives of Company and Customer.

This Agreement, together with all applicable provisions of the Tariff, constitutes the entire understanding and commitment of the parties hereto and shall supersede all prior offers, negotiations and agreements relative to the subject matter hereof.

Please indicate your acceptance of these terms by having the appropriate authorized officer or agent of your company sign the attached 2 copies of this letter and return them both to me. A fully executed copy of this agreement will be returned for your files.

Sincerely;

David M. Swisher
Customer Services Account Manager

APPALACHIAN POWER COMPANY

DANVILLE-PITTSYLVANIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY

By: _____
David Nance

By: _____
Sherman M. Saunders

Title: _____

Title: _____

Date: _____

Date: _____

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5 - D
Meeting Date:	8/14/2017
Subject:	FY2017 General Expenditures Budget
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

At June 30, 2017, the *General Expenditures for Fiscal Year 2017* budget sheet has a remaining budget of only \$4,962.19 in the “Legal” line item. Staff is requesting an increase to the “Legal” budget to cover expenses for the remainder of the fiscal year. Staff proposes transferring \$24,000.00 from the “Contingency” budget to the “Legal” budget.

RECOMMENDATION

Staff recommends the Board approve transferring \$24,000.00 from the “Contingency” budget to the “Legal” budget.

ATTACHMENTS

General Expenditures for Fiscal Year 2017 budget sheet as of June 30, 2017.

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2017

As of June 30, 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	\$7,154.78	\$ -	\$ 136,286.71
Berry Hill Wilmot Project (Lot 3B)			19,871.00		\$ (19,871.00)
Total Contingency Budget		143,441.49	27,025.78	-	116,415.71
Legal		80,000.00	75,037.81	-	4,962.19
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	2,949.37	-	1,050.63
Utilities		500.00	339.53	-	160.47
Insurance		3,000.00		-	3,000.00
Total	\$ 251,941.49	\$ 251,941.49	\$ 126,202.49	\$ -	<u>\$ 125,739.00</u>

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5-E
Meeting Date:	August 14, 2017
Subject:	Financial Status Reports – July 31, 2017
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through July 31, 2017 will be provided at the meeting. The financial status reports as of July 31, 2017 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of July 31, 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. General Expenditures for FY2018
- D. Mega Park – Funding Other than Bond Funds
- E. Berry Hill Mega Park – Lot 4 Site Development
- F. Rent, Interest, and Other Income Realized FY2017
- G. Rent, Interest, and Other Income Realized FY2018
- H. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

\$7,300,000 Bonds for Cane Creek Centre - Issued in August 2005⁷

As of July 31, 2017

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
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 Parkway³		\$3,804,576.00	\$3,724,241.16	\$ -	
Swedwood Drive²		69,414.00	69,414.00	-	
Cane Creek Centre entrance³		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts¹		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant^{4,5}		71,881.00	28,711.62	43,169.38	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	110,440.08	-	
CCC - Lots 3 & 9 project - RIFA Local Share⁶		142,190.00	112,464.98	-	
Other expenditures		-	339,846.72	-	
Total	\$ 7,578,582.12	\$ 4,311,140.12	\$ 7,382,686.95	\$ 43,169.38	\$ 152,725.79

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

⁴ 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 July 31, 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		\$ 119,441.49	\$7,198.78	\$ -	\$ 112,242.71
Berry Hill Wilmot Project (Lot 3B)			25,542.00		\$ (25,542.00)
Total Contingency Budget		119,441.49	32,740.78	-	86,700.71
Legal					
		104,000.00	90,756.81	-	13,243.19
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	3,205.38	-	794.62
Utilities					
		500.00	370.23	-	129.77
Insurance					
		3,000.00	2,199.00	-	801.00
Total	\$ 251,941.49	\$ 251,941.49	\$ 150,122.20	\$ -	\$ 101,819.29

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2018

As of July 31, 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 FY2017	TBD				
Contingency					
Miscellaneous contingency items			\$ -		\$ -
Berry Hill Wilmot Project (Lot 3B)					\$ -
Total Contingency Budget		-	-	-	-
Legal					
		80,000.00		-	80,000.00
Accounting					
		20,300.00		-	20,300.00
Annual Bank Fees					
		600.00		-	600.00
Postage & Shipping					
		100.00		-	100.00
Meals					
		4,000.00		-	4,000.00
Utilities					
		500.00		-	500.00
Insurance					
		3,000.00		-	3,000.00
Total	\$ 150,000.00	\$ 108,500.00	\$ -	\$ -	<u><u>\$ 108,500.00</u></u>

Danville-Pittsylvania Regional Industrial Facility Authority
Mega Park - Funding Other than Bond Funds
As of July 31, 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	987,879.29	2,970.71	
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	\$ 14,228,554.12	\$ 2,970.71	\$ (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 July 31, 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	1,441,996.36	195,989.38	
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	
Banister Bend Farm, LLC - Wetland and Stream Credits		122,968.00	122,968.00	-	
DEQ - Construction Activity General Permit		9,600.00	9,600.00	-	
Haymes Brothers, Inc. - Construction on Phase 1 Graded Pad		3,812,235.00	1,985,853.56	1,826,381.44	
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	\$ 5,674,021.39	\$ 3,586,682.21	\$ 2,087,339.18	\$ 2,226,334.76

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 July 31, 2017

<u>Source of Funds</u>	<u>Funding</u>		<u>Expenditures</u> <u>FY2017</u>	<u>Unexpended /</u> <u>Unencumbered</u>
	<u>Carryforward</u> <u>from FY2016</u>	<u>Receipts</u> <u>Current</u> <u>Month</u>		
<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	\$ 244,626.17
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
Osborne Company of North Carolina, Inc.	Berry Hill	4380 Berry Hill Road Pastureland	-	1,000.00
<u>Total Rent</u>			<u>\$ 21,400.32</u>	<u>\$ 248,026.17</u>
<u>Interest Received</u> ²			\$ 645.38	\$ 7,762.91
<u>Yorktowne Repayment</u>			\$ -	\$ 114,598.88
<u>Expenditures</u>				
Hawkins Research Bldg. Property Mgmt. Fee				\$ 244,626.17
Disbursement to Blair Construction, Inc. for Hawkins Lab Upfit				\$ 43,696.00
<u>Totals</u>			<u>\$ 548,731.95</u>	<u>\$ 630,797.74</u>

Restricted ¹ \$ 313,695.06
Unrestricted \$ 317,102.68

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
 Rent, Interest, and Other Income Realized for Fiscal Year 2018
 As of July 31, 2017

<u>Source of Funds</u>	<u>Funding</u>		<u>Expenditures</u>	<u>Unexpended /</u>	
	<u>Carryforward</u>	<u>Receipts</u>	<u>FY2018</u>	<u>Unencumbered</u>	
	<u>from FY2017</u>	<u>Current</u>	<u>Month</u>	<u>FY2018</u>	
<u>Carryforward</u>	\$ 630,797.74				
<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	\$ 21,400.32	
Capital Outdoor, Inc.	Cane Creek	Lot 6	1,800.00	1,800.00	
<u>Total Rent</u>			\$ 23,200.32	\$ 23,200.32	
<u>Interest Received</u> ²					
<u>Yorktowne Repayment</u>			\$ -		
<u>Expenditures</u>					
Hawkins Research Bldg. Property Mgmt. Fee					
Disbursement to Blair Construction, Inc. for Hawkins Lab Upfit					
Totals	\$ 630,797.74	\$ 23,200.32	\$ 23,200.32	\$ -	\$ 653,998.06
				Restricted ¹	\$ 335,095.38
				Unrestricted	\$ 318,902.68

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}
July 31, 2017*

	Unaudited FY 2018
Assets	
<i>Current assets</i>	
Cash - checking	\$ 1,120,276
Cash - money market	789,273
<i>Total current assets</i>	1,909,549
<i>Noncurrent assets</i>	
Restricted cash - project fund CCC bonds	202,395
Restricted cash - debt service fund CCC bonds	455,980
Restricted cash - debt service fund Berry Hill bonds	13
Restricted cash - debt service reserve fund Berry Hill bonds	2,006,237
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>	56,665,496
Total assets	58,575,045
Liabilities	
<i>Current liabilities</i>	
Bonds payable - current portion	478,450
<i>Total current liabilities</i>	478,450
<i>Noncurrent liabilities</i>	
Bonds payable - less current portion	5,506,640
<i>Total noncurrent liabilities</i>	5,506,640
Total liabilities	5,985,090
Net Position	
Net investment in capital assets	48,218,176
Restricted - debt reserves	2,462,230
Unrestricted	1,909,549
Total net position	\$ 52,589,955

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 July 31, 2017 as of July 31, 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
July 31, 2017*

	Unaudited FY 2018
Operating revenues	
Rental income	24,675
Total operating revenues	24,675
Operating expenses ⁴	
Mega Park expenses ³	558,662
Cane Creek Centre expenses ³	235
Cyber Park expenses ³	23,847
Professional fees	11,348
Insurance	2,199
Other operating expenses	331
Total operating expenses	596,622
Operating income (loss)	(571,947)
Non-operating revenues (expenses)	
Interest income	-
Interest expense	(6,309)
Total non-operating expenses, net	(6,309)
Net income (loss) before capital contributions	(578,256)
Capital contributions	
Contribution - City of Danville	228,167
Contribution - Pittsylvania County	75,000
Total capital contributions	303,167
Change in net position	(275,089)
Net position at July 1, 2017	52,865,044
Net position at July 31, 2017	\$ 52,589,955

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.

⁵ Please note this statement will change once all FY2017 entries are made and may also change depending on audit adjustments, if any, for FY2017 and the nature of those audit adjustments.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
*July 31, 2017**

	Unaudited FY 2018
Operating activities	
Receipts from grant reimbursement requests	\$ 1,117,032
Receipts from leases	23,200
Payments to suppliers for goods and services	(596,392)
Net cash used by operating activities	543,840
Capital and related financing activities	
Capital contributions	303,168
Interest paid on bonds	(6,309)
Principal repayments on bonds	-
Net cash provided by capital and related financing activities	296,859
Investing activities	
Interest received	-
Net cash provided by investing activities	-
Net increase (decrease) in cash and cash equivalents	840,699
Cash and cash equivalents - beginning of year (including restricted cash)	3,733,475
Cash and cash equivalents - through July 31, 2017 (including restricted cash)	\$ 4,574,174
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (571,947)
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	230
Change in due from other governments	-
Change in other receivables	1,117,032
Change in accounts payable	-
Change in unearned income	(1,475)
Net cash used by operating activities	\$ 543,840

Components of cash and cash equivalents at July 31, 2017:	
American National - Checking	\$ 1,120,276
American National - General money market	789,273
Wells Fargo - \$7.3M Bonds CCC Debt service fund	455,980
Wells Fargo - \$7.3M Bonds CCC Project fund	202,395
US Bank - \$11.25M Bonds Berry Hill Debt service fund	13
US Bank - \$11.25M Bonds Berry Hill Debt service reserve fund	2,006,237
	\$ 4,574,174