

Danville-Pittsylvania Regional Industrial Facility Authority

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

AGENDA

September 11, 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 AUGUST 14, 2017 MEETING

5. OLD BUSINESS

- A. 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, Esq., Clement Wheatley, Legal Counsel to the Authority
- B. Discussion of Resolution No. 2017-09-07-4F *[if passed by the Authority]* – Mr. Guanzon

6. NEW BUSINESS

- A. Consideration of Resolution No. 2017-09-11-6A, authorizing the Economic Development Director for the City of Danville, Virginia, and the Economic Development Director for the County of Pittsylvania, Virginia, as support staff to the Authority, to execute and to deliver, on behalf of the Authority, such Confidentiality and Non-Disclosure Agreements and Letters of Intent with potential business/industry recruits and other parties reasonably related to such recruitment efforts, after obtaining approval as to form from legal counsel to the Authority, so long as nothing in those documents legally bind the Authority to make appropriations; those documents – Mr. Guanzon
- B. Consideration of Resolution No. 2017-09-11-6B, approving that certain Deed of Easement from the Authority to the City of Danville, Virginia, for a permanent ten (10) foot utilities easement over certain land in the Authority's Cyber Park project located in Danville, Virginia, commonly known as Tax PIN 76441, containing 58.64 acres, more or less, being part of Lot 12, fronting on South Boston Road, Riverpoint Drive and Slayton Avenue, in support of the Authority's prior conveyance of Lot 12A to the Industrial Development Authority of Danville, Virginia – Donald Ricketts, Sr., Engineering Technician, Danville Power and Light Division
- C. Consideration of Resolution No. 2017-09-11-6C, approving that certain Easement and Right of Way from the Authority to Appalachian Power Company, a Virginia corporation, being a unit of American Electric Power, for a permanent 45-foot wide power distribution easement (3-Way East Danville distribution line) over a portion

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of certain land along Riverpoint Drive in the Authority's Cyber Park project located in Danville, Virginia, commonly known as Tax PIN 76471, Lot 10-C, containing approximately 27.91 acres, in exchange for \$500 -- Corrie M. Teague-Bobe, Assistant Director, Danville Economic Development, and/or Mr. Guanzon

- D. Financial Status Reports as of August 31, 2017 – Michael L. Adkins, CPA, Treasurer of the Authority, and/or Henrietta Weaver, CPA, City of Danville, Virginia

7. 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

8. COMMUNICATIONS FROM:

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

- Staff

9. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	09/11/2017
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the Monday, August 14, 2017 meeting.

ATTACHMENTS

Meeting Minutes – 08/14/2017

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

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

City/County staff members attending were: City Manager Ken Larking, Deputy City Manager Earl Reynolds, County Administrator David Smitherman, Pittsylvania County Director of Economic Development Matt Rowe, Assistant County Administrator for Planning & Development Gregory Sides, 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 and Shawn Harden of Dewberry & Davis, City Council Member Madison Whittle and Ronald Scarce, Pittsylvania County Board of Supervisors.

Vice Chairman Barksdale presided.

Mr. Barksdale noted he visited Mr. Saunders yesterday, he is feeling much better, however, he will not be discharged today as planned.

PUBLIC COMMENT PERIOD

No one desired to be heard.

APPROVAL OF MINUTES FOR THE JUNE 12, 2017 MEETING

Upon **Motion** by Mr. Warren and **second** by Mr. Shanks, Minutes of the June 12, 2017 Regular Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION – RESOLUTION 2017-08-14-5A – APPROVING CHANGE ORDER 2 FROM HAYMES BROTHERS

Shawn Harden from Dewberry explained the total cost for Change Order 2 for Berry Hill is \$161,538.40; of that, \$121,500.00 is to take material that Haymes Brothers previously stockpiled because of a single phase power line that was in the way. Once the City gets that line moved, they will take material from the stockpile and place it where it is supposed to be. Because they had to double handle it, there is a going to be an end up charge for that. The remainder of the Change Order is for additional Stormwater and erosion controls. Because of the recent heavy rains, there have been washes into some of the ditches and pads; this is to further protect RIFA's investment and not make a lot of re-work to continue to re-do slopes when they get washed out. Mr. Barksdale questioned if the work has begun or is the Company waiting for approval and Mr. Harden noted they are waiting for the Change Order.

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Mr. Rowe questioned if this is covered in the existing grant, and Mr. Harden noted it was and believed there was still a little over \$2M left in the grant. Mr. Sides reiterated that this was not new money, it is within the current budget; this Change Order was discussed in a meeting with City and County staff, and staff does support it.

Mr. Vogler **moved** for adoption of *Resolution 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.*

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

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

5B. CONSIDERATION – RESOLUTION 2017-08-14-5B – APPROVING THE DECLARATION OF PROTECTIVE COVENANTS FOR BERRY HILL INDUSTRIAL PARK

Mr. Guanzon explained the Declaration of Protective Covenants were patterned after the ones for Cane Creek Industrial Park. Staff has reviewed them several times and consulted with Dewberry, based on the use and the two contracts that are on the property, to make sure that they will protect the park. There are some differences including a use prohibition on Uranium mining within the park. The two parties under contract with RIFA in this park have reviewed the draft and are agreeable to its terms. Mr. Guanzon noted he has received comments that some board members might want additional time to review them and the Board may want to entertain tabling the actual approval until the next meeting. Mr. Shanks noted he would like additional time to review the document, as long as there were no time sensitive issues pushing approval of this document; he has been told there are not.

Mr. Shanks **moved to TABLE** *Resolution 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, until the next RIFA meeting.*

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

Mr. Barksdale noted he would also like more time to review the document, and likes that the Uranium issue has been covered and is not allowed in the park. Mr. Barksdale questioned if Pittsylvania County zoning regulations are the minimum and Mr. Guanzon explained both sets of rules and considerations apply, and the users have to comply with both of them. These rules can be more restrictive than what the County provides as the minimum protection, affording more protection for the property itself and use for occupants of the park itself. Mr. Sides noted procedurally it will be treated the same, it will still go through the Pittsylvania County site plans and through zoning; it doesn't subvert the Pittsylvania County hearing process.

Mr. Shanks stated the County parking standards are 10 x 20 and if the desire was to make them 9 x 18, that wouldn't be allowed in the covenants. Mr. Shanks noted that was an issue

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he believes is important especially when talking about large numbers of parking spaces and current Stormwater regulations. Mr. Shanks stated he was also curious about the slope of 8% for a parking lot; he doesn't want to be too restrictive, there are parts of the state where steeper parking is allowed and wondered if making that the requirement is necessary. Mr. Shanks also questioned with the new Stormwater regulations, development in the County has to go to DEQ; the City of Danville has the ability to review DEQ type documents because of their agreement with the State. Mr. Shanks questioned if the Board wants to look into that possibility, whether it can legally or not; timeframe-wise it could make a big difference. Mr. Harden noted they explored and submitted the plans for Berry Hill, had Ric Drazenovich run it up with the DEQ and, even though the City is part owner, there really wasn't way DEQ could figure out letting them do that. Mr. Harden explained with the pad project, staff submitted it to Bryce Simmons with the City, he reviewed it as a courtesy and sent a letter with it to DEQ and that seemed to speed up the process quite a bit.

Mr. Shanks noted with uranium mining, are there any definitions of mining that could be misused in terms of being overly restrictive. Mr. Guanzon noted staff did not focus on the definition as being any different than what is in the Pittsylvania County code. Mr. Guanzon explained there is a RIFA staff meeting next week, if the Board members have any issues they would like to address, they could forward them to Mr. Tucker, Mr. Guanzon or Mr. Rowe. Staff could have those discussed and would have answers for the Board at the following RIFA board meeting.

Mr. Blackstock noted he was pleased to see the restrictions on Uranium mining.

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

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

5C. CONSIDERATION – RESOLUTION 2017-08-14-5C – APPROVING A LETTER AGREEMENT WITH APPALACHIAN POWER COMPANY – BERRY HILL INDUSTRIAL PARK

Ms. Teague Bobe explained there is a 69KV line AEP owns that runs throughout the Industrial Park area, specifically going through Lot 4 and Lot 8; RIFA needs to relocate that line. AEP has submitted a proposal to begin this process, to proceed with the engineering and design of this relocation, which they anticipate will cost approximately \$20,000. They are not asking for the funds up front; they have proposed that RIFA has the ability to reimburse the company for all of the costs up to \$20,000, in the event (1) RIFA cancels the relocation of the project or (2) RIFA does not proceed with the relocation of the line before January 31, 2019. It looks like as long as RIFA proceeds with the relocation before the specified date, RIFA will not have to reimburse them for the engineering and design costs. Ms. Teague Bobe noted there is a stipulation that if somehow they get to the point of \$20,000 and it looks like it will exceed that, they will stop the process, come back and negotiate the terms of the agreement.

Mr. Guanzon explained because this is a contingent debt that would only happen if RIFA failed to do something, the Resolution does include a provision authorizing the RIFA Treasurer to make sure there is a budget item of \$20,000 just in case RIFA needs to use it.

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Mr. Vogler **moved** for adoption of *Resolution 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.*

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

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

5D. CONSIDERATION – RESOLUTION 2017-08-14-5D – APPROVING THE TRANSFER OF \$24,000 FROM FY 2017 CONTINGENCY BUDGET TO THE LEGAL BUDGET

Authority Treasurer Michael Adkins explained as staff closes out FY2017, they are aware of a budget line item transfer that is needed and is asking the Board to approve that. With the increased activity with prospects and Berry Hill, there were more legal expenses than were originally budgeted for. Staff is asking for \$24,000 to be transferred from the contingency line item to the legal line item to cover expenses for the end of FY2017. Anything that is left will go to the contingency line item and move forward into the FY2018 budget.

Mr. Warren **moved** for adoption of *Resolution 2017-08-14-5D 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.*

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

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

5E. FINANCIAL REPORT AS OF JULY 31, 2017

Authority Treasurer Michael Adkins explained there were sheets in the agenda related to FY 2017 and others to FY 2018.

The \$7.3M Bonds for Cane Creek Centre show two expenditures for this month with \$78 in legal to Clement Wheatley and \$157 to Dewberry for continued wetland monitoring. General Expenditures for FY2017 show \$44 paid for deed fees related to Kyocera, \$5,671 paid to LeClair Ryan for legal expenses related to the Wilmot project, and \$15,719 in legal fees to Clement Wheatley. Staff anticipated that the budget transfer would be approved and that is reflected in this report. Mr. Adkins noted \$256 was spent for meals, \$31 for monthly utilities and \$2,199 to VML for the annual liability insurance premium for FY 2017. For FY 2018, the only activity shows RIFA received both localities' funding of \$75,000 to set up the budget for this year. The Mega Park Funding Other than Bonds shows no activity. Berry Hill Mega Park Lot 4 shows \$33,661 paid to Dewberry for Amendment #10 and also for property boundary exhibits. The larger expenditure of \$517,177 was for Haymes Brothers for continued grading

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for the month of July. As Mr. Harden mentioned earlier, there is \$2.2M in that budget for change orders and whatever else may come up. Rent, Interest and Other Income for FY 2017 shows RIFA received its last FY17 payment from the Institute for Advanced Learning and Research of \$21,400 related to the Hawkins' Building, and \$645 in interest income; RIFA paid the Institute \$21,400 for the Maintenance Agreement on the Hawkins' Building. For FY 2018 in Rent, Interest and Other Income, RIFA received \$21,400 from the Institute and \$1800 from Capital Outdoor Incorporated for the annual billboard lease.

Mr. Shanks questioned footnotes on page 61, stating around 2008 the bond market fell apart and the City of Danville fronted the purchase of three properties listed. On footnote 1, was all that paid back by each municipality in 2012 and if so, does that also say that it was lost income due to the money not being in possession of the City. Mr. Adkins noted he does recall that RIFA was unable to issue bonds and will research Mr. Shanks' question, but believes the localities were repaid once the bonds were issued. Mr. Shanks questioned if the lost interest charges were made up as well and Mr. Adkins noted he believed they were.

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

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

6. CLOSED SESSION

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

At 12:40 p.m. Mr. Shanks **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purpose:

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

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

C. As permitted by Virginia Code §§ 2.2-3711(A)(3) 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.

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

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

D. On **Motion** by Mr. Warren and **second** by Mr. Shanks and by unanimous vote at 1:32 p.m., the Authority returned to open meeting.

E. Mr. Shanks **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. Vogler and carried by the following vote:

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

7. COMMUNICATIONS

Mr. Barksdale thanked the staff for everything they do and asked everyone to keep Chairman Saunders in their thoughts and prayers.

Mr. Warren echoed Mr. Barksdale's comments about Chairman Saunders, that he has a speedy recovery and that staff lets him know that he is missed.

Staff Report

Ms. Teague Bobe stated a number of years ago, in 2011 or 2012, RIFA had received a half million dollar MEI grant through VEDP in relation to electric planning for Berry Hill. This was when Danville Utilities planned on being the electric provider for Berry Hill. Soon thereafter RIFA decided to turn that responsibility over to AEP. VEDP is asking for an update regarding the expenditures related to that grant. There was about \$100,000 of matching funds, some monies within that \$100,000 match were spent, but zero dollars out of the actual grant funds were spent. Staff is responding back to VEDP's inquiry and hoping they will let RIFA adjust the projects where RIFA can use this half a million dollars. Staff will be speaking with them; the information is due by the 26th of this month.

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Mr. Shanks questioned if the funds can be used for the money allocated today for the relocation and design and Ms. Teague Bobe noted that is something they will have to speak with them about; it seems like that would be a great fit. When RIFA switched from Danville Utilities being the provider to AEP, they did allow RIFA to use those funds towards planning for AEP. The expenditure date has expired, so staff will need to confirm whether RIFA can use the funds toward the plan.

The Meeting adjourned at 1:37 p.m.

Chairman

Secretary to the Authority

DRAFT

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5A
Meeting Date:	09/11/2017
Subject:	Protective Covenants for Berry Hill Industrial Park
From:	Michael C. Guanzon, Esq.

SUMMARY

Attached for the Board's review and approval is Resolution 2017-08-14-5B to approve the Protective Covenants for the Berry Hill Industrial Park.

ATTACHMENTS

Resolution 2017-08-14-5B
Protective Covenants for Berry Hill Industrial Park

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

Resolution No. 2017-08-14-5B

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

Resolution No. 2017-08-14-5B

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:

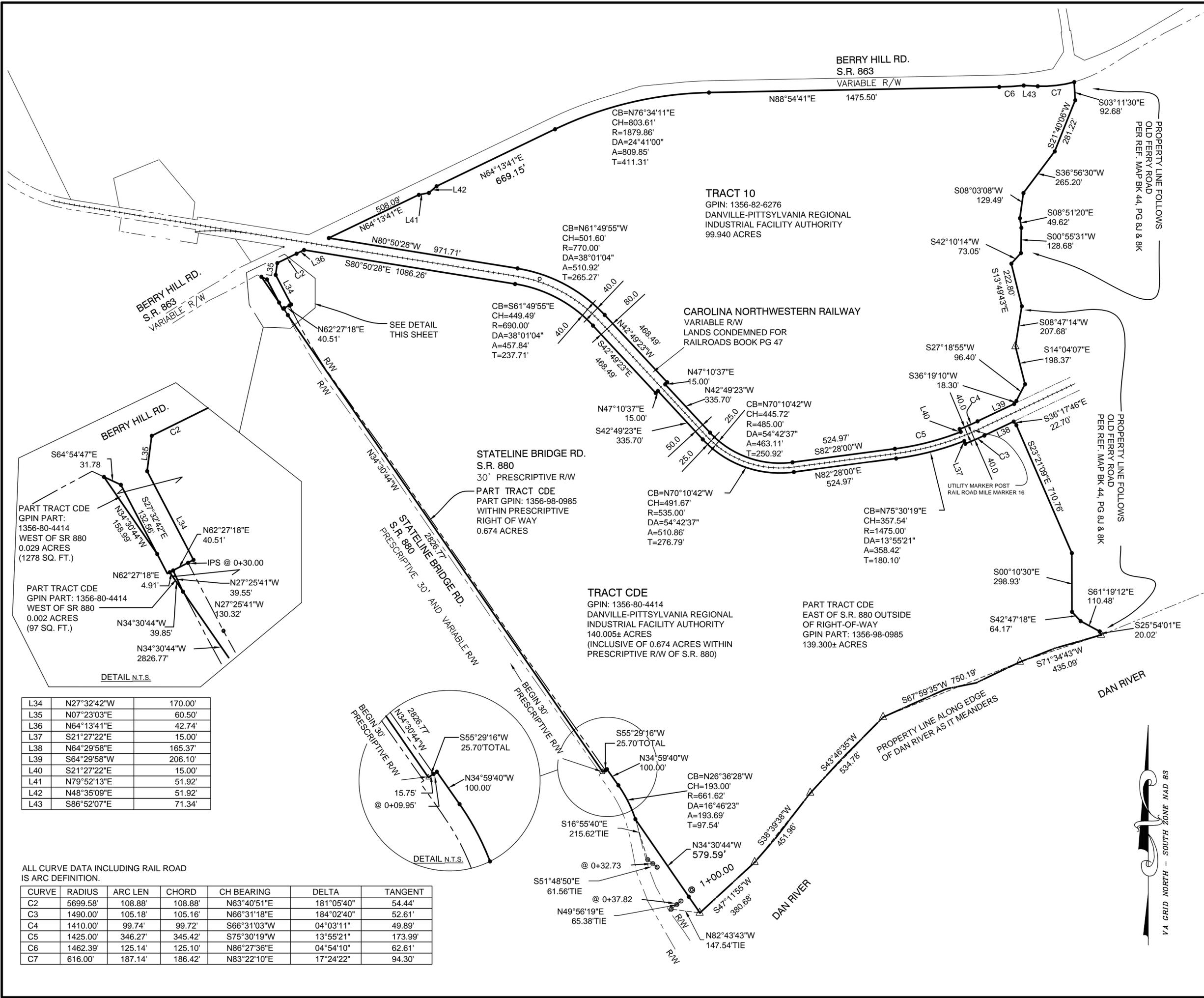
The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by **SHERMAN M. SAUNDERS**, in his capacity as chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such Authority.

My commission expires: _____.

Notary Public
Registration No. _____

Exhibit A
Property Description

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



L34	N27°32'42"W	170.00'
L35	N07°23'03"E	60.50'
L36	N64°13'41"E	42.74'
L37	S21°27'22"E	15.00'
L38	N64°29'58"E	165.37'
L39	S64°29'58"W	206.10'
L40	S21°27'22"E	15.00'
L41	N79°52'13"E	51.92'
L42	N48°35'09"E	51.92'
L43	S86°52'07"E	71.34'

ALL CURVE DATA INCLUDING RAIL ROAD IS ARC DEFINITION.

CURVE	RADIUS	ARC LEN	CHORD	CH BEARING	DELTA	TANGENT
C2	5699.58'	108.88'	108.88'	N63°40'51"E	181°05'40"	54.44'
C3	1490.00'	105.18'	105.16'	N66°31'18"E	184°02'40"	52.61'
C4	1410.00'	99.74'	99.72'	S66°31'03"W	04°03'11"	49.89'
C5	1425.00'	346.27'	345.42'	S75°30'19"W	13°55'21"	173.99'
C6	1462.39'	125.14'	125.10'	N86°27'36"E	04°54'10"	62.61'
C7	616.00'	187.14'	186.42'	N83°22'10"E	17°24'22"	94.30'

EXHIBIT

No.	DATE	BY	Description

REVISIONS

DRAWN BY NPR

APPROVED BY

CHECKED BY NPR

PARTY CHIEF

DATE May 3, 2017

SCALE: 1" = 300'

PROJECT NO. 50018376

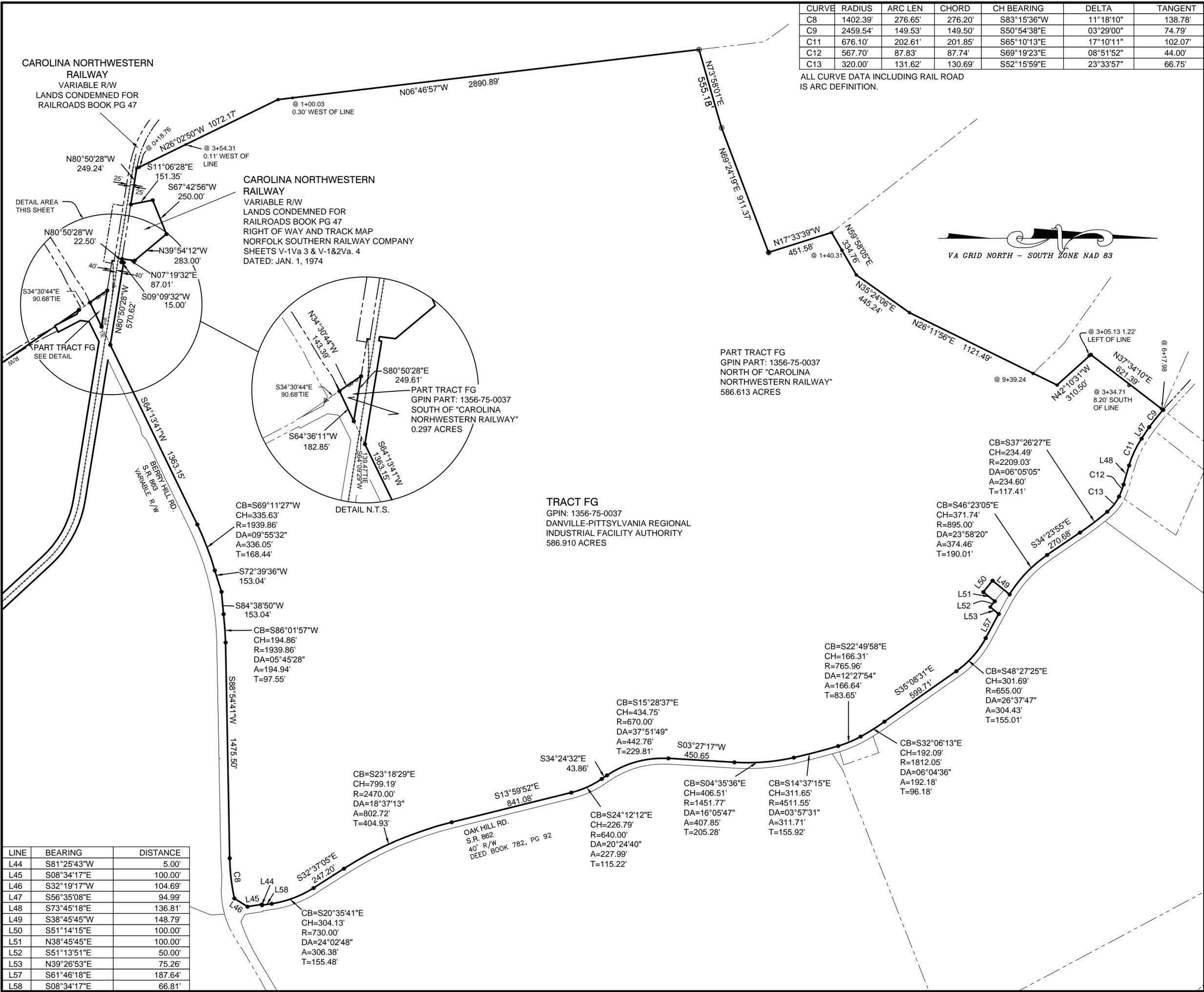
**Tracts 10
and CDE**

SHEET NO. 1 of 5

FILE NO.

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

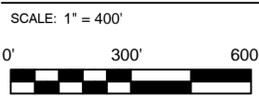
DRAWN BY NPR

APPROVED BY _____

CHECKED BY _____

PARTY CHIEF _____

DATE May 3, 2017



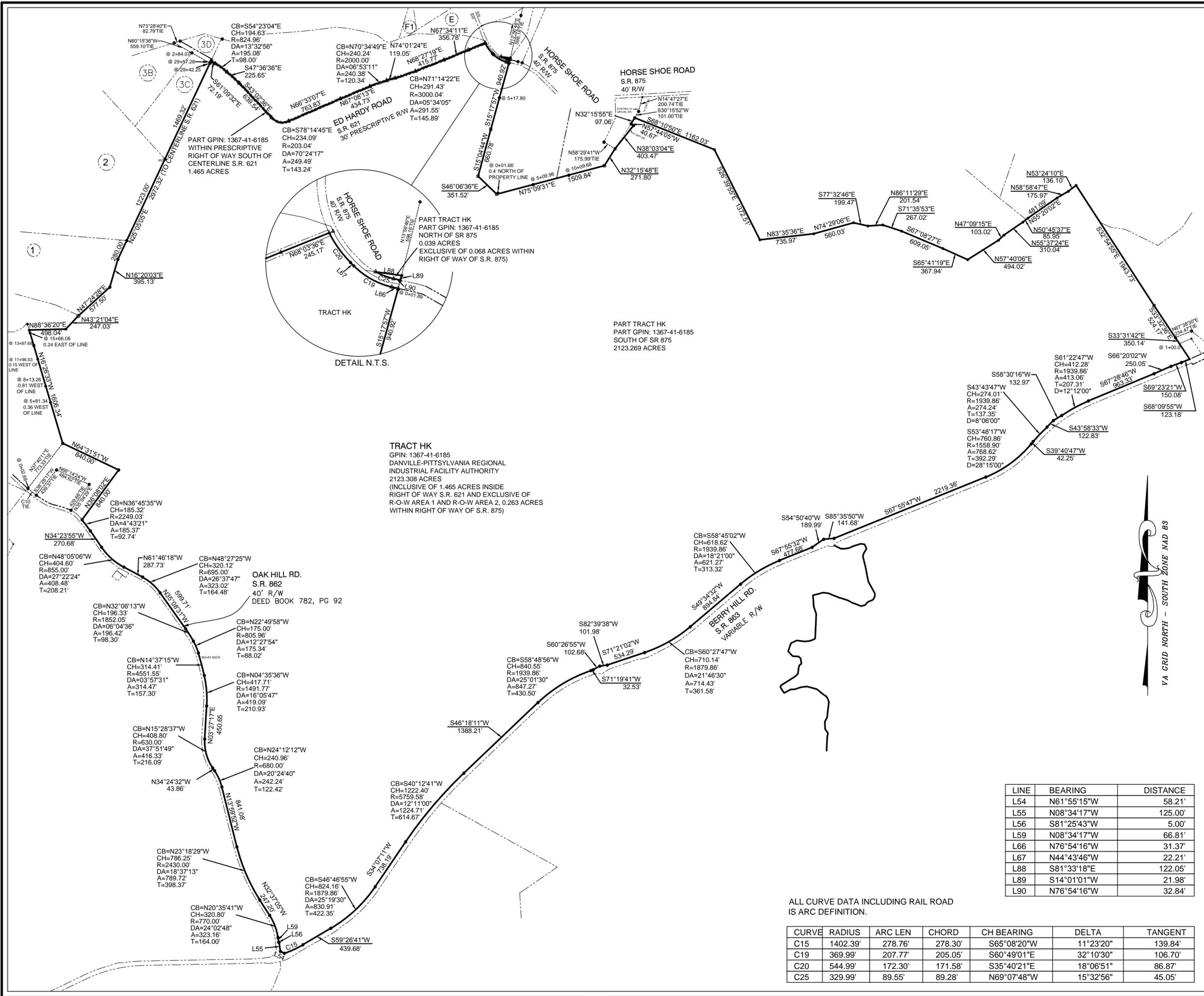
PROJECT NO. 50018376

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**

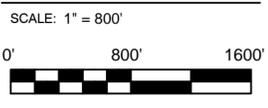


SEAL

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'

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**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

SCALE: 1" = 800'

PROJECT NO. 50018376

Tract J

SHEET NO. 5 of 5

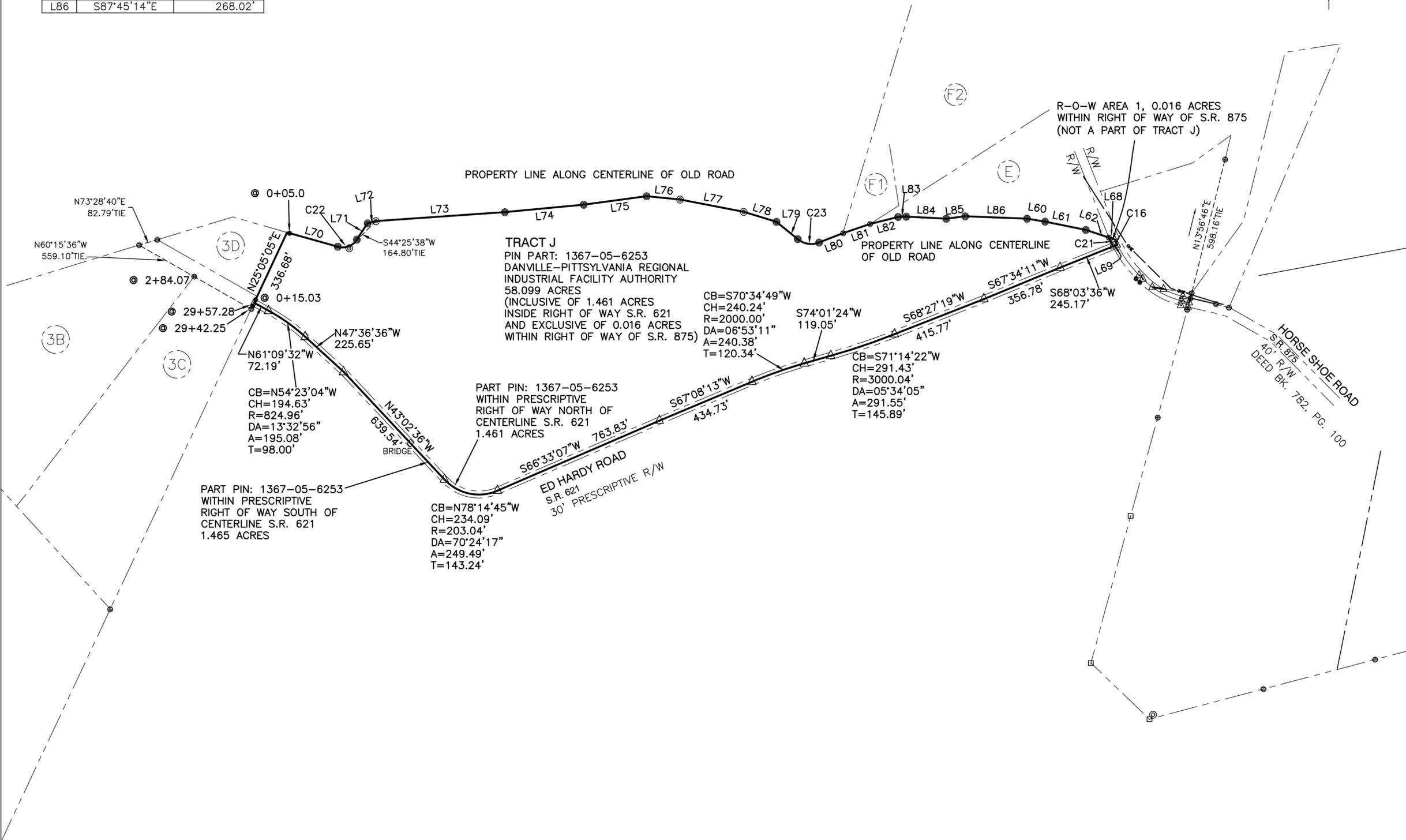
FILE NO.



LINE	BEARING	DISTANCE
L60	S80°41'22"E	79.35'
L61	S78°35'26"E	179.24'
L62	S71°41'47"E	105.19'
L70	S74°19'17"E	227.20'
L71	N33°24'44"E	84.58'
L72	N74°45'56"E	36.83'
L73	N86°03'16"E	559.24'
L74	N84°33'58"E	343.18'
L75	N82°13'37"E	274.98'
L76	S84°17'50"E	145.18'
L77	S79°01'07"E	280.35'
L78	S73°00'58"E	148.10'
L79	S50°46'42"E	119.26'
L80	N68°45'38"E	111.28'
L81	N71°03'28"E	123.13'
L82	N75°50'56"E	125.51'
L83	N87°51'05"E	35.38'
L84	S87°05'34"E	173.06'
L85	N82°58'46"E	82.43'
L86	S87°45'14"E	268.02'

ALL CURVE DATA INCLUDING RAIL ROAD IS ARC DEFINITION.

CURVE	RADIUS	ARC LEN	CHORD	CH BEARING	DELTA	TANGENT
C21	544.99'	43.08'	43.07'	S24°21'03"E	04°31'45"	21.55'
C22	75.00'	94.60'	88.45'	N69°32'44"E	72°15'59"	54.76'
C23	93.00'	98.14'	93.65'	S81°00'32"E	60°27'40"	54.19'



Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5B
Meeting Date:	09/11/2017
Subject:	Resolution 2017-09-07-4F
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Discussion of Resolution 2017-09-07-4F (if passed by the Authority).

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 6A
Meeting Date:	09/11/2017
Subject:	Confidentiality and Non-Disclosure Agreements
From:	Michael C. Guanzon, Esq.

SUMMARY

Attached for the Board's Review is Resolution 2017-09-11-6A authorizing Economic Development Directors for the City and the County to execute and deliver Confidentiality and Non-Disclosure Agreements and Letters of Intent with potential recruits.

ATTACHMENTS

Resolution 2017-09-11-6A

A RESOLUTION AUTHORIZING THE ECONOMIC DEVELOPMENT DIRECTOR FOR THE CITY OF DANVILLE, VIRGINIA, AND THE ECONOMIC DEVELOPMENT DIRECTOR FOR THE COUNTY OF PITTSYLVANIA, VIRGINIA, AS SUPPORT STAFF TO THE AUTHORITY, TO JOINTLY EXECUTE AND TO DELIVER, ON BEHALF OF THE AUTHORITY, SUCH CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENTS AND LETTERS OF INTENT WITH POTENTIAL BUSINESS/INDUSTRY RECRUITS AND OTHER PARTIES REASONABLY RELATED TO SUCH RECRUITMENT EFFORTS, AFTER OBTAINING APPROVAL AS TO FORM FROM LEGAL COUNSEL TO THE AUTHORITY, SO LONG AS NOTHING IN THOSE DOCUMENTS LEGALLY BIND THE AUTHORITY TO MAKE APPROPRIATIONS

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 efforts to recruit new businesses and industries to locate or to expand in its region, it is necessary for the Authority, from time to time, to enter into Confidentiality and Non-Disclosure Agreements (collectively, “**NDAs**”) with such potential recruits where such potential recruits will have voluntarily provided to the Authority certain of their confidential proprietary records or information pursuant to a promise of confidentiality from the Authority for use by the Authority for business and trade development or as otherwise contemplated under Virginia Code § 2.2-3705.6(3), or successor provision; and

WHEREAS, in connection with those NDAs, it is necessary for the Authority to require by NDA or other contract, other parties related to or in connection with the recruitment of such potential recruits (e.g., independent contractors, utility providers, grant providers, other government entities, etc.) to keep confidential those confidential proprietary records and information of the potential recruit; and

WHEREAS, the Authority finds that it is reasonable and necessary for the Economic Development Director for the City of Danville, Virginia, and the Economic Development Director for the County of Pittsylvania, Virginia, to jointly enter into NDAs on behalf of the Authority, so long as nothing in those NDAs legally binds the Authority to make appropriations; and

WHEREAS, it also is necessary for the Authority, from time to time, to enter into a Letter of Intent with a potential recruit (collectively, “**LOIs**”), under which the Authority and the potential recruit would then enter into good faith negotiations for a reasonable period of time with the intended goal of reaching a Definitive Agreement to be subject to approval by the Authority in open session at its regular or special meeting; and

WHEREAS, the Authority finds that it is reasonable and necessary for the Economic Development Director for the City of Danville, Virginia, and the Economic Development Director for the County of Pittsylvania, Virginia, to jointly enter into LOIs on behalf of the

Resolution No. 2017-09-11-6A

Authority, so long as nothing in those LOIs legally binds the Authority to make appropriations;
and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the citizens of the City of Danville, Virginia, and the County of Pittsylvania, Virginia, to authorize the Economic Development Director for the City of Danville, Virginia, and the Economic Development Director for the County of Pittsylvania, Virginia, to jointly enter into NDAs and LOIs on behalf of the Authority, so long as (i) nothing in those NDAs and LOIs legally binds the Authority to make appropriations, and (ii) legal counsel to the Authority has approved the form of those NDAs and LOIs.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority hereby authorizes the Economic Development Director for the City of Danville, Virginia, and the Economic Development Director for the County of Pittsylvania, Virginia, to jointly enter into NDAs and LOIs on behalf of the Authority, so long as (i) nothing in those NDAs and LOIs legally binds the Authority to make appropriations, and (ii) legal counsel to the Authority has approved the form of those NDAs and LOIs.

2. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the NDAs and LOIs dated on or before the date of this Resolution is adopted, so long as the NDA and/or the LOI does not legally bind the Authority to make appropriations.

3. 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 September 11, 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 as of the 11th day of September 2017.

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

(SEAL)

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 6B
Meeting Date:	09/11/2017
Subject:	Deed of Easement for a Permanent Utilities Easement in the Cyber Park
From:	Donald Ricketts, Sr., Danville Power and Light.

SUMMARY

Attached for the Board's Review is Resolution 2017-09-11-6B, approving a Deed of Easement from RIFA to the City of Danville for a permanent utilities easement.

ATTACHMENTS

Resolution 2017-09-11-6B

Resolution No. 2017-09-11-6B

A RESOLUTION APPROVING THAT CERTAIN DEED OF EASEMENT FROM THE AUTHORITY TO THE CITY OF DANVILLE, VIRGINIA, FOR A PERMANENT TEN (10) FOOT UTILITIES EASEMENT OVER CERTAIN LAND IN THE AUTHORITY'S CYBER PARK PROJECT LOCATED IN DANVILLE, VIRGINIA, COMMONLY KNOWN AS TAX PIN 76441, CONTAINING 58.64 ACRES, MORE OR LESS, BEING PART OF LOT 12, FRONTING ON SOUTH BOSTON ROAD, RIVERPOINT DRIVE AND SLAYTON AVENUE, IN SUPPORT OF THE AUTHORITY'S PRIOR CONVEYANCE OF LOT 12A TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, 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, in support of, and in connection with, Resolution No. 2016-09-12-6F concerning that certain 1260 South Boston Road Cooperation Agreement and the Authority's conveyance of Lot 12A in the Authority's Cyber Park project located in Danville, Virginia, to the Industrial Development Authority of Danville, Virginia, under Resolution No. 2017-05-08-5C, the Authority finds that it is necessary and reasonable to grant to the City of Danville, Virginia, a permanent ten (10) foot utilities easement over certain land in the Authority's Cyber Park project located in Danville, Virginia, commonly known as Tax PIN 76441, containing 58.64 acres, more or less, being part of Lot 12, fronting on South Boston Road, Riverpoint Drive and Slayton Avenue, in the form set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Utilities Easement**"); and

WHEREAS, the Authority has reviewed the form of the Utilities Easement and has determined that the Utilities Easement will further develop the Authority's Cyber Park project and has found it to be acceptable; and that it is in the best interests of the Authority and of the citizens of the City of Danville, Virginia, and the County of Pittsylvania, Virginia, to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority does hereby approve the Utilities Easement as set forth in **Exhibit A**, 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 the Utilities Easement and any such other documents in connection with the Utilities Easement, 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 Utilities Easement 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 Utilities Easement or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

Resolution No. 2017-09-11-6B

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 Utilities Easement 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 September 11, 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 as of the 11th day of September 2017.

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

(SEAL)

Exhibit A
(Form of Utilities Easement)

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

Project No. _____ Tax Parcel: **76441**, District: _____, City/County: **Danville**

THIS DEED OF EASEMENT, made and entered into this _____ day of _____, 2017, by and between **DANVILLE PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, herein referred to as "Grantor"; and the CITY OF DANVILLE, VIRGINIA, P.O. Box 3300, Danville, Virginia 24543, a municipal corporation chartered under the laws of the Commonwealth of Virginia, herein referred to as "Grantee";

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant and convey to Grantee, its licensees, agents, successors and assigns, the following described easement:

A permanent (10ft) easement, (5 ft. on either side of center) and right-of-way for utility facilities, consisting of the perpetual right to enter and to install, construct, erect, maintain, repair, rebuild, replace, operate and patrol such lines and facilities, including all necessary poles, conduits, cable, anchors, guys, wires, buried cables, buried wires, posts, terminals, location markers, manholes, fixtures, and other appurtenances, and the right to reconstruct, improve, add to, enlarge, change the type, as well as the size of and remove such facilities or any of them or those of such other system or systems as are duly authorized by Grantee to use jointly its poles or trenches, as may be from time to time required, in, upon, under, over, or across the parcel or tract of land described as follows.

Duct bank, electric primary conductor, and cabinet, along Slayton Ave.

Together with the right to permit any other person, firm or corporation to attach or install wires to or together with any facilities hereunder within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, street or highways adjoining or through said property.

Grantor covenants that no permanent building or structure shall be erected within the easement herein granted without the written consent of Grantee. This easement shall run with the land of the Grantor, and shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

WITNESS the following signature(s) and seal(s).

DANVILLE PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, Political
Subdivision of the Commonwealth of Virginia

BY: _____ (SEAL)

Title: _____

ATTEST: _____ (SEAL)

Title: _____

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF Danville

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __,

by _____ and _____,

in their capacity as _____ and _____
for

DANVILLE PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY,

Political Subdivision of the Commonwealth of Virginia.

My Commission Expires: _____

Notary Public

Utility Easement

Transformer Bank



Structure

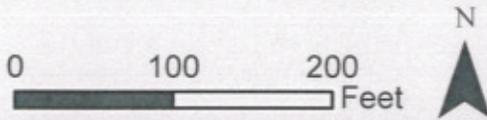


Switch Cabinet

Proposed Duct Bank



Note: Features coincident with duct bank are proposed.



INDUSTRIAL
DEVELOPMENT AUTHORITY
OF DANVILLE VIRGINIA

DANVILLE PITTSYLVANIA
REGIONAL INDUSTRIAL
FACILITY AUTHORITY

Slayton Ave

DANVILLE PITTSYLVANIA
REGIONAL INDUSTRIAL
FACILITY AUTHORITY

DANVILLE PITTSYLVANIA
REGIONAL INDUSTRIAL
FACILITY AUTHORITY

SC

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 6C
Meeting Date:	09/11/2017
Subject:	Easement and Right of Way to Appalachian Power
From:	Corrie Teague-Bobe and/or Michael C. Adkins, Esq.

SUMMARY

Attached for the Board's Review is Resolution 2017-09-11-6C, approving an Easement and Right of Way from RIFA to Appalachian Power in the Cyber Park.

ATTACHMENTS

Resolution 2017-09-11-6C

A RESOLUTION APPROVING THAT CERTAIN EASEMENT AND RIGHT OF WAY FROM THE AUTHORITY TO APPALACHIAN POWER COMPANY, A VIRGINIA CORPORATION, BEING A UNIT OF AMERICAN ELECTRIC POWER, FOR A PERMANENT 45-FOOT WIDE POWER DISTRIBUTION EASEMENT (3-WAY EAST DANVILLE DISTRIBUTION LINE) OVER A PORTION OF CERTAIN LAND ALONG RIVERPOINT DRIVE IN THE AUTHORITY'S CYBER PARK PROJECT LOCATED IN DANVILLE, VIRGINIA, COMMONLY KNOWN AS TAX PIN 76471, LOT 10-C, CONTAINING APPROXIMATELY 27.91 ACRES, IN EXCHANGE FOR \$500

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, Appalachian Power Company, a Virginia corporation ("**APCo.**"), being a unit of American Electric Power, has requested a permanent 45-foot wide power distribution easement over a portion of certain land along Riverpoint Drive in the Authority's Cyber Park project located in Danville, Virginia (the "**APCo. Easement**"), commonly known as Tax PIN 76471, Lot 10-C, containing approximately 27.91 acres, in exchange for \$500; and

WHEREAS, the APCo. Easement is in support of APCo.'s 3-Way East Danville Distribution Line that serves the City of Danville, Virginia, and the County of Pittsylvania, Virginia; and

WHEREAS, the Authority has reviewed the form of the APCo. Easement as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and has determined that the APCo. Easement will further develop the Authority's Cyber Park project; and

WHEREAS, the Authority finds the form of the APCo. Easement to be reasonable and acceptable; and that it is in the best interests of the Authority and of the citizens of the City of Danville, Virginia, and the County of Pittsylvania, Virginia, to execute and deliver the APCo. Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority does hereby approve the APCo. Easement as set forth in **Exhibit A**, 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 the APCo. Easement and any such other documents in connection with the APCo. Easement, 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 APCo. Easement 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

Resolution No. 2017-09-11-6C

as are contemplated by the APCo. Easement 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 APCo. Easement 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 September 11, 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 as of the 11th day of September 2017.

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

(SEAL)

Exhibit A
(Form of APCo. Easement)



Easement & Right of Way

DANVILLE PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY ("Grantor"), in consideration of \$1.00, the easement terms, and other good and other valuable consideration received from Appalachian Power Company, a Virginia corporation, being a unit of American Electric Power, whose address is 1 Riverside Plaza, Columbus, OH 43215 ("Grantee"), the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for communication purposes under, in, on, through and across the following described lands situated in the City of Danville, Virginia, and being part of a 27.91 acre tract of land as described in Official Records Deed Book D 02 Page 3554 of the City of Danville Recorder's Office (Parcel ID: 76471, Tax Map No.: 2608-002-000004.000).

The easement shall be forty-five (45') feet wide, lying twenty-two and one half (22.5") feet on each side of the facilities center line as constructed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conduits, enclosures, manholes, and associated equipment, adding thereto from time to time; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the Grantee's design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the _____ day of _____, 2017.

By: _____

Print Name: _____

By: _____

Print Name: _____

COMMONWEALTH OF VIRGINIA }
COUNTY/CITY OF _____ }

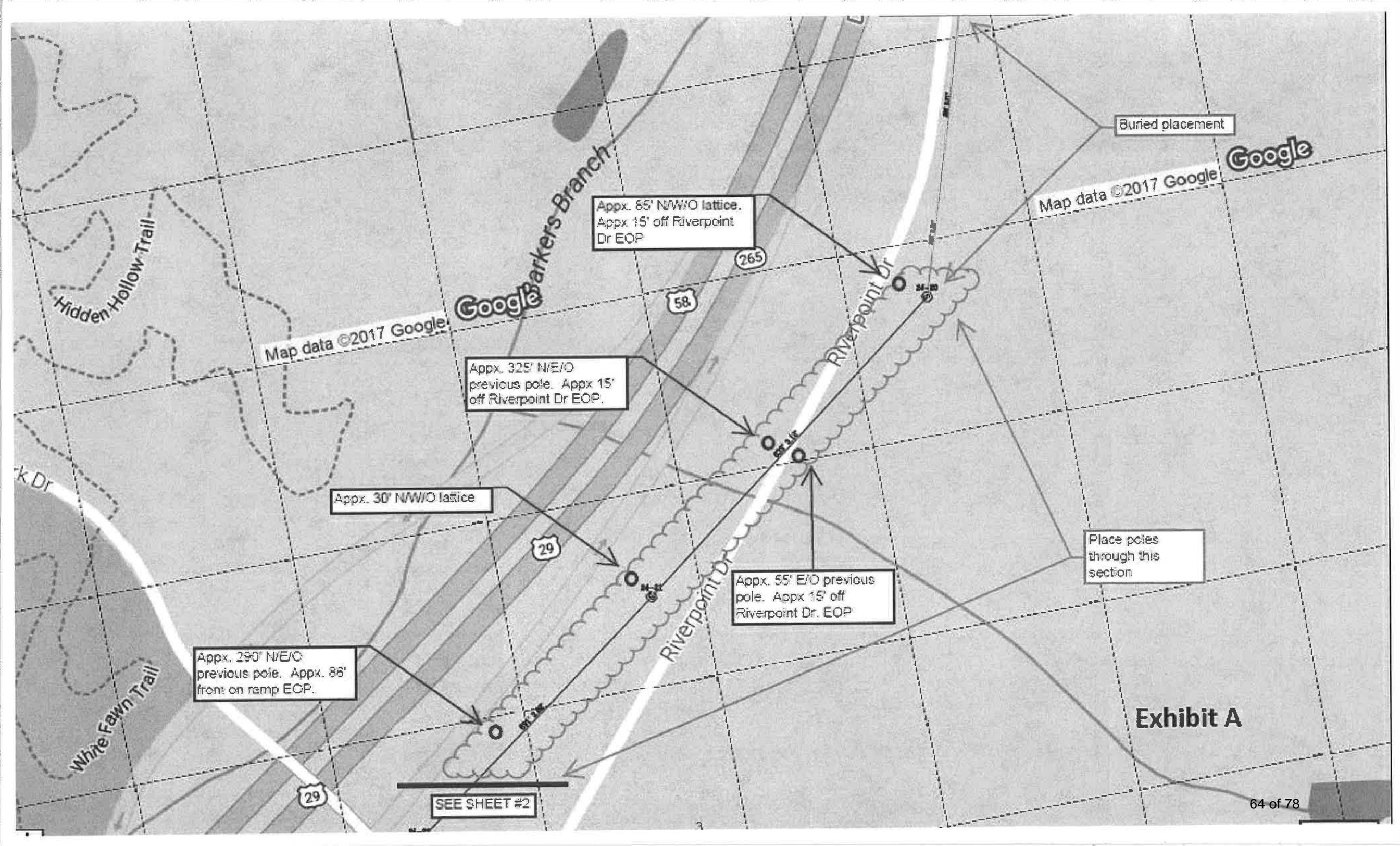
The foregoing instrument was acknowledged before me this _____ day of

_____, 2017, by _____ (Name(s)).

Notary Public
My Commission Expires _____

Easement prepared by AEP Transmission Company Preparer's Initials _____

CALL BEFORE YOU DIG!!! Address _____, Dwg. No. _____ W0 _____



Buried placement

Map data ©2017 Google

Appx. 65' NW/O lattice.
Appx. 15' off Riverpoint
Dr EOP

Appx. 325' N/E/O
previous pole. Appx. 15'
off Riverpoint Dr EOP.

Appx. 30' NW/O lattice

Appx. 55' E/O previous
pole. Appx. 15' off
Riverpoint Dr. EOP

Appx. 290' N/E/O
previous pole. Appx. 86'
front on ramp EOP.

Place poles
through this
section

SEE SHEET #2

Exhibit A



**APPALACHIAN
POWER**

A unit of American Electric Power

Appalachian Power
P O Box 2021
Roanoke, VA 24022-2121
www.apcocustomer.com

August 14, 2017

Danville Pittsylvania Regional Industrial Facility Authority
P.O. Box 3300
Danville, VA 24543

Re: Offer to Purchase Distribution Easement for Appalachian Power Company's
3-Way – East Danville
Parcel ID/Tax Map Number: 76471 / 2608-002-000004.000
Property located at: Riverpoint Drive

Dear Danville Pittsylvania Regional Industrial Facility Authority:

According to an examination of the real estate records of the City of Danville, you are the owner of the above-referenced real estate. Appalachian Power, a unit of American Electric Power (AEP) is planning to install new or replace existing company communication wire on the existing transmission and/or distribution lines in your area. You have been identified as a property owner that will be affected by this project located in the City of Danville, VA.

The proposed easement will run through a portion of your property.

Accordingly, Appalachian Power Company hereby offers to purchase a distribution easement across a portion of your property for the purpose of constructing, operating and maintaining its 3-Way – East Danville distribution line. The purchase price Appalachian Power Company is offering for this easement is \$500.00.

System upgrades such as this aid in keeping the electric system safe and reliable. This work will improve the communications network that allows AEP to identify and respond quickly to outages. AEP realizes that construction projects may inconvenience landowners and the public, and we are committed to working with our stakeholders to minimize impacts.

The agent below will contact you in order to set up a meeting to discuss this process and answer any questions you may have.

Sincerely,

Jim Tuesburg
Contract Right of Way Agent

Enclosure

Line Name: 3-Way – East Danville

Line: 3-Way – East Danville

Parcel(s): Parcel ID 76471 / Tax Map No.: 2608-002-000004.000

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: Danville Pittsylvania Regional Industrial Facility Authority

ADDRESS: P.O. Box 3300, Danville, VA 24543

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _____, 2017 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Distribution Easement Consideration Paid - _____ acres +/- @ \$ _____ /ac = \$ _____	\$ _____	\$ _____
City of Danville, State of Virginia	\$ _____	\$ _____
_____	\$ _____	\$ _____
Sub-Totals	\$ _____	\$ _____
Total Consideration includes Initial Consideration Paid	\$ _____	\$ _____

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2017 Signed on _____, 2017

Stantec Consulting Services, Inc. Contract Agent for

Appalachian Power Company

GRANTOR

By: _____

By: _____

Field Agent: Jim Tuesburg

By: _____

By: _____

Attach Required W-9

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 6D
Meeting Date:	September 11, 2017
Subject:	Financial Status Reports – August 31, 2017
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

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

RECOMMENDATION

Staff recommends approving the financial status reports as of August 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 2005 ⁷

As of August 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 Parkway ³		\$3,804,576.00	\$3,724,241.16	\$ -	
Swedwood Drive ²		69,414.00	69,414.00	-	
Cane Creek Centre entrance ³		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts ¹		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant ^{4,5}		71,881.00	28,711.62	43,169.38	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	110,752.08	-	
CCC - Lots 3 & 9 project - RIFA Local Share ⁶		142,190.00	112,464.98	-	
Other expenditures		-	339,846.72	-	
Total	\$ 7,578,582.12	\$ 4,311,140.12	\$ 7,382,998.95	\$ 43,169.38	\$ 152,413.79

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 August 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	\$13,148.78	\$ -	\$ 106,292.71
Berry Hill Wilmot Project (Lot 3B)			31,849.00		\$ (31,849.00)
Total Contingency Budget		119,441.49	44,997.78	-	74,443.71
Legal					
		104,000.00	103,138.81	-	861.19
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	\$ 174,761.20	\$ -	\$ 77,180.29

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2018

As of August 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		\$ 41,500.00		\$ -	\$ 41,500.00
Berry Hill Wilmot Project (Lot 3B)					\$ -
Total Contingency Budget		41,500.00	-	-	41,500.00
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	30.70	-	469.30
Insurance					
		3,000.00		-	3,000.00
Total	\$ 150,000.00	\$ 150,000.00	\$ 30.70	\$ 20,300.00	<u><u>\$ 129,669.30</u></u>

Danville-Pittsylvania Regional Industrial Facility Authority
Mega Park - Funding Other than Bond Funds
As of August 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 August 31, 2017

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
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	1,460,249.91	177,735.83	
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	2,505,028.04	1,307,206.96	
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	\$ 4,124,110.24	\$ 1,549,911.15	\$ 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 August 31, 2017

<u>Source of Funds</u>	<u>Funding</u>						
	<u>Carryforward from FY2016</u>	<u>Current Month</u>	<u>Receipts FY2017</u>	<u>Expenditures FY2017</u>	<u>Unexpended / Unencumbered</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.	\$ -	\$ 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>			\$ -	\$ 248,026.17			
<u>Interest Received</u> ²			\$ -	\$ 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			
Totals			\$ 548,731.95	\$ -	\$ 370,387.96	\$ 288,322.17	\$ 630,797.74

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 August 31, 2017

Source of Funds	Funding				Unexpended / Unencumbered	
	Carryforward from FY2017	Receipts Current Month	Receipts FY2018	Expenditures FY2018		
<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	\$ 42,800.64		
Capital Outdoor, Inc.	Cane Creek	Lot 6	-	1,800.00		
<u>Total Rent</u>			\$21,400.32	\$ 44,600.64		
<u>Interest Received</u> ²			\$ 759.00	\$ 759.00		
<u>Expenditures</u>						
Hawkins Research Bldg. Property Mgmt. Fee				\$ 21,400.32		
Disbursement to Blair Construction, Inc. for Hawkins Lab Upfit						
Totals	\$ 630,797.74		\$22,159.32	\$ 45,359.64	\$ 21,400.32	\$ 654,757.06

	Restricted ¹	\$ 335,095.38
	Unrestricted	\$ 319,661.68

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}
August 31, 2017*

	Unaudited FY 2018
Assets	
<i>Current assets</i>	
Cash - checking	\$ 558,179
Cash - money market	790,032
<i>Total current assets</i>	1,348,211
<i>Noncurrent assets</i>	
Restricted cash - project fund CCC bonds	202,083
Restricted cash - debt service fund CCC bonds	449,536
Restricted cash - debt service fund Berry Hill bonds	13
Restricted cash - debt service reserve fund Berry Hill bonds	2,007,459
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>	56,659,962
Total assets	58,008,173
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	48,217,864
Restricted - debt reserves	2,457,008
Unrestricted	1,348,211
Total net position	\$ 52,023,083

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 August 31, 2017 as of August 29, 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
August 31, 2017*

	Unaudited FY 2018
Operating revenues	
Rental income	46,076
Total operating revenues	46,076
Operating expenses ⁴	
Mega Park expenses ³	1,099,764
Cane Creek Centre expenses ³	547
Cyber Park expenses ³	53,608
Professional fees	23,953
Insurance	2,199
Other operating expenses	496
Total operating expenses	1,180,567
Operating income (loss)	(1,134,491)
Non-operating revenues (expenses)	
Interest income	1,981
Interest expense	(12,618)
Total non-operating expenses, net	(10,637)
Net income (loss) before capital contributions	(1,145,128)
Capital contributions	
Contribution - City of Danville	228,167
Contribution - Pittsylvania County	75,000
Total capital contributions	303,167
Change in net position	(841,961)
Net position at July 1, 2017	52,865,044
Net position at August 31, 2017	\$ 52,023,083

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
August 31, 2017*

	Unaudited FY 2018
Operating activities	
Receipts from grant reimbursement requests	\$ 1,117,032
Receipts from leases	44,600
Payments to suppliers for goods and services	(1,180,336)
Net cash used by operating activities	(18,704)
Capital and related financing activities	
Capital contributions	303,168
Interest paid on bonds	(12,618)
Principal repayments on bonds	-
Net cash provided by capital and related financing activities	290,550
Investing activities	
Interest received	1,981
Net cash provided by investing activities	1,981
Net increase (decrease) in cash and cash equivalents	273,827
Cash and cash equivalents - beginning of year (including restricted cash)	3,733,475
Cash and cash equivalents - through August 31, 2017 (including restricted cash)	\$ 4,007,302
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (1,134,491)
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	\$ (18,704)

Components of cash and cash equivalents at August 31, 2017:	
American National - Checking	\$ 558,179
American National - General money market	790,032
Wells Fargo - \$7.3M Bonds CCC Debt service fund	449,536
Wells Fargo - \$7.3M Bonds CCC Project fund	202,083
US Bank - \$11.25M Bonds Berry Hill Debt service fund	13
US Bank - \$11.25M Bonds Berry Hill Debt service reserve fund	2,007,459
	\$ 4,007,302