

Danville-Pittsylvania Regional Industrial Facility Authority

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

AGENDA

August 10, 2020

12:00 P.M.

**Institute for Advanced Learning and Research
150 Slayton Avenue, Room 207
Danville, Virginia**

County of Pittsylvania Members

**Robert W. Warren, Chairman
Ronald S. Searce
Vic Ingram, Alternate**

City of Danville Members

**J. Lee Vogler, Jr., Vice Chairman
Sherman M. Saunders
Dr. Gary P. Miller, Alternate**

Staff

**Ken F. Larking, City Manager, Danville
David M. Smitherman, Pittsylvania County Administrator
Christian & Barton, LLP, 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

- Welcome New Alternate Director from Danville City Council, Gary P. Miller, M.D.

2. ROLL CALL AND CONFIRMATION OF MEETING LOGISTICS

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 JULY 13, 2020 MEETING

5. NEW BUSINESS

- A. Consideration of Resolution No. 2020-08-10-5A, approving the execution and delivery of a right of way and easement agreement between the Authority and Mountain Valley Pipeline LLC, a Delaware limited liability company, under which the Authority would grant a fifty-foot pipeline right of way and easement over, through and along the northern margin of the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, and the compensation paid to the Authority shall be \$750,000.00 – David M. Smitherman, Pittsylvania County Administrator, Kenneth F. Larking, Danville City Manager, and Michael C. Guanzon, Christian & Barton, LLP, legal counsel to the Authority
- B. Financial Status Reports as of July 31, 2020 – Michael L. Adkins, CPA, Treasurer of the Authority, and Henrietta Weaver, CPA, City of Danville, Virginia *[via Conference Line: +1 (646) 558-8656 and Meeting ID: 94920302255]*

6. CLOSED SESSION

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

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) 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 (ii) those certain memoranda, working papers, or other information related to businesses that are

Danville-Pittsylvania Regional Industrial Facility Authority

considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); 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; and
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

RETURN TO OPEN SESSION

- E. Reinstatement/Unmuting of Conference Line [*see Agenda Item 5B above*].
- F. Confirmation of Motion and Vote to Reconvene in Open Meeting.
- G. Motion to Certify Closed Meeting.

7. NEW BUSINESS CONTINUED

- A. Consideration of Resolution No. 2020-08-10-7A, recommending to the City Council of Danville, Virginia and the Board of Supervisors of Pittsylvania County, Virginia that they each adopt an Amended and Restated Cost-Revenue Sharing Agreement in order to enhance the Authority's ability to further develop its facilities and to promote economic growth – Mr. Guanzon [*Written resolution to be distributed after return to open session.*]

8. COMMUNICATIONS FROM:

- A. Authority Board Members
- B. Staff

9. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	08/10/2020
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the Tuesday, July 13, 2020 Meeting.

ATTACHMENTS

Meeting Minutes – 07-13-2020

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

July 13, 2020

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:03 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 207, Danville, Virginia. Present were City of Danville Members Sherman M. Saunders and Alternate J. Lee Vogler. Pittsylvania County Members present were Chairman Robert W. Warren, Ronald S. Scarce, and Alternate Vic Ingram.

City/County staff members attending were: City Manager Ken Larking, Deputy City Manager Earl Reynolds, City of Danville Interim Director of Economic Development Corrie Bobe, Project Manager Kelvin Perry, Pittsylvania County Director of Economic Development Matt Rowe, Project Manager Susan McCullough, City of Danville Director of Community Development Ken Gillie, Christian & Barton Attorney Michael C. Guanzon, and Secretary to the Authority Susan DeMasi. Also present were Shawn Harden and Brian Bradner from Dewberry. *Director of Finance Michael Adkins, City of Danville Accountant Henrietta Weaver and Pittsylvania County Administrator David Smitherman attended the meeting electronically.*

Chairman Robert W. Warren presided.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE JUNE 8, 2020 MEETING

Upon **Motion** by Mr. Saunders and **second** by Mr. Scarce, Minutes of the June 8, 2020 Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. ELECTION TO FILL VACANCY OF VICE CHAIRMAN FROM DANVILLE CITY MEMBER LOCALITY

Mr. Saunders **nominated** Mr. Vogler, noting he and Mr. Vogler had discussed the position, and in January of next year, it will be the City's turn for the Chairmanship. He and Mr. Vogler have agreed that he will nominate Mr. Vogler to finish out this vacant term and Mr. Vogler has agreed to nominate Mr. Saunders in January.

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

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

5B. CONSIDERATION OF RESOLUTION NO. 2020-07-13-5B, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR SIGN DESIGN AND CONSTRUCTION FOR THE MEGASITE AT BERRY HILL

Pittsylvania County Director of Economic Development Matt Rowe explained the Board had previously directed staff and Dewberry to put together an RFP for signage for the Megasite; this item was authorizing the issuance of the request for proposal. Staff has issued the RFP

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

July 13, 2020

already as there were time sensitive funds paying for it. It was issued based on the design the Board agreed upon for the aesthetic of the park. Staff has received responses from seven firms; the responses received that he reviewed were very well thought out and many would be a good fit for the site. Staff was in the process of rating those responses; the due date was this week. They would negotiate with a couple of the respondents based on the cumulative rating and ultimately have a winner selected; hopefully they will have a sign for the Megasite by the end of this year or the beginning of next year. Staff would ask the Board to consider, as part of this Resolution, whether or not they would like staff to be able to have the authority to sign and enter in an arrangement, staff being Mr. Larking and Mr. Smitherman, up to a certain dollar amount. Mr. Guanzon asked Mr. Rowe to review the source of the funds and Mr. Rowe stated the funds were coming from the Danville Regional Foundation through the Southern Virginia Regional Alliance.

Mr. Vogler **moved** for adoption of *Resolution No. 2020-07-13-5B, authorizing the issuance of a request for proposal (RFP) for sign design and construction for the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia.*

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

Mr. Warren asked if a limit would be set on the funding and Mr. Rowe noted the Board had originally given staff a limit of up to \$100,000; staff would negotiate within those confines. Mr. Guanzon explained the other issue was whether the Board would allow them to enter into the arrangement or did the Board want to look at the final product before it was approved at the August meeting. The motion on the table was to approve the Resolution to issue the RFP, but that had already had been issued. Mr. Warren stated he would like to see the product, everyone's opinions and ideas were different; Mr. Vogler noted his agreement. He would hate that Mr. Larking and Mr. Smitherman made a decision, it came to the Board later and the Board did not like it. If it didn't drastically alter the timeline, he was in favor of having the Board sign off on it at the August meeting.

Mr. Vogler noted he would like to **amend** his motion to approve the Resolution pending final approval by the Board at the August meeting within the \$100,000 confine.

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

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

5C. CONSIDERATION OF RESOLUTION NO. 2020-07-13-5C, AUTHORIZING THE AUTHORITY TO APPLY FOR REPURPOSING OF FUNDS FROM TOBACCO COMMISSION GRANT NO. 3358

Mr. Rowe explained this was for a previous project entitled Project Lignum; Pittsylvania County had applied for approximately \$2.56M from the County allocation fund. The City of Danville and Pittsylvania County were going to both contribute the matching funds, which were dollar for dollar, and roughly \$1.3M each; those funds expire on January 1, 2021. Based upon the site being finalists for other projects and additional state funding has since come to the site, staff felt that particular project may not be a good fit for the future of the Megasite. Staff reached an amicable agreement and both parties have since parted ways, but the funds were

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

July 13, 2020

still sitting there. Staff wanted to be able to repurpose those funds if in the future, RIFA wanted to grade a speculative pad at one of the out parcels in the Megasite, they had the flexibility to pursue that. This was for staff to start the initial process and if the sites were to be graded up to this amount, it would require both the City and County being willing to provide \$1.3M each in match. This would allow RIFA to have a secondary site within the park that would accommodate those types of projects with the infrastructure that was in the park.

Mr. Searce **moved** for adoption of *Resolution No. 2020-07-13-5C, authorizing the Authority to apply for the repurposing of funds from Virginia Tobacco Region Revitalization Commission Grant No. 3358 to grade and to develop certain outparcels of the Authority's Southern Virginia Megasite at Berry Hill project.*

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

Mr. Warren noted RIFA had to do something by January 1, 2021 and Mr. Rowe noted if not, those funds will go back into the County's allocation. It was not all or nothing, but right now they do have approval to utilize those funds. Mr. Warren questioned if something was to come up between now and then that was 70 acres or less, the Board could do less than the \$2.6M, which would mean less of a match requirement. Mr. Rowe stated that was correct, that was the ceiling, they could always do less.

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

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

5D. CONSIDERATION OF RESOLUTION NO. 2020-07-13-5D, AUTHORIZING A LETTER OF SUPPORT FOR PITTSYLVANIA COUNTY'S APPLICATION TO THE VIRGINIA TOBACCO REVITALIZATION COMMISSION

Mr. Rowe noted there was an overhead power line that was impacting a small portion of the graded pad site. In order for RIFA to achieve their end goal of certification, they need to eliminate the constraining easement of that overhead line. The Board of Supervisors directed the staff to prepare an application to the Tobacco Commission for a \$5M, ten year loan to AEP to move that line. Once a client was located on the site that generates a "credit power load" which was about 10-12 megawatts, AEP would repay the loan as a lump sum balloon payment. If RIFA was not successful over the ten years, what has been requested was the community repay that lump sum payment. Pittsylvania County was asking the City of Danville to consider assuming half of that liability should that repayment need to be done. The deadline to submit the grant was the 15th of July, they have the application written and ready to submit should the Board agree. Mr. Larking noted it was a needed project, he has discussed it with Corrie Teague and they recommend approval. Within ten years, they were hopeful there would be something out there that they would not have to reimburse them.

Mr. Saunders **moved** for adoption of *Resolution No. 2020-07-13-5D, authorizing a letter of support for Pittsylvania County's application to the Virginia Tobacco Revitalization Commission for a grant to facilitate the relocation of the existing kV transmission line in the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia.*

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes
July 13, 2020

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

Mr. Warren questioned, if RIFA had two projects that go in, but they don't meet the threshold of 10-12 megawatts of power, will they proportionate the \$5M and Mr. Rowe noted that was correct. Mr. Warren stated with the State's interest in pushing this site, before RIFA starts spending any of that money, they should reach out to their state partners to see if they were willing to assume some of the \$5M liability ten years from now. It was easy for the Board to say that right now they see the benefits and vote for \$2.5M liability. But ten years from now, the current Board probably won't be serving and they will be obligating someone down the road. He thought RIFA ought to ask those other entities that are involved for some assistance. Mr. Guanzon stated to clarify, this resolution was so that RIFA gives its political support to the application. Mr. Rowe noted staff will contact VEDP; having the backing of RIFA helps in that conversation; they will see what additional assistance, if any, could be placed.

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

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

5E. CONSIDERATION OF RESOLUTION NO. 2020-07-13-5E, APPROVING THE BUILDING PLANS FOR THE PROPOSED CENTER FOR MANUFACTURING ADVANCEMENT ON LOT 12B (PART OF PIN 76441.)

City of Danville Director of Community Development/Zoning Administrator Ken Gillie noted the Center for Manufacturing Excellence has applied for permits for construction. They have to comply with the guidelines of the district, which they do. There were some minor modifications to the site that he has worked out with Mr. Harden prior to the meeting. Mr. Gillie stated he recommends the Board approve this item.

Mr. Searce **moved** for adoption of *Resolution No. 2020-07-13-5E, approving the building plans for the proposed Center for Manufacturing Advancement on Lot 12B (part of PIN 76441), two-story, 51,022 square foot manufacturing building, in the Authority's Cyber Park project located in Danville, Virginia.*

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

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

5F. FINANCIAL STATUS REPORTS AS OF JUNE 30, 2020

Mr. Adkins gave the Financial Status report as of June 30, 2020, beginning with the Cane Creek Bonds which showed no activity for the month of June. General Expenditures show RIFA expended \$600 to Wells Fargo for the annual fee for an escrow account; \$59.52 to refurbish the check stock and deposit slips for RIFA, \$38,344 to Christian & Barton for Legal Fees, \$206 for meals, and \$31 for monthly utilities. Under Funding Other than Bonds for the Mega Site, the City has a VEDP Grant held by the Electric Fund because the original intention of that Grant was electrical infrastructure. That has changed and the money that remained

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

July 13, 2020

on the grant has been transferred to RIFA; that was incoming funds of \$577,503. In addition, there was one expenditure of \$4,125 to Dewberry for work on Amendment #27. Under Lot 4 Site Development, they did draw down money from the Tobacco Commission on Grant #2491 to reimburse RIFA for work done in previous months from Haymes Brothers; staff drew down \$943,781. There was also an invoice from Dewberry for work on Amendment #19 for \$43,125. Lot 8 Site Development showed no activity for June. Water and Sewer shows RIFA expended \$184,520 to Dewberry for work on Amendment #28, and \$9,465 to Dewberry for work on Amendment #20. Rent, Interest and Other Income shows RIFA received \$25,412 from the Institute for the Hawkins' maintenance, \$2,000 from Capital Outdoor Leasing for the upcoming renewal of their lease, \$77 interest earned, and received \$1,057 from the County for their share of the monthly Gerfertec rent. RIFA paid out \$25,412 to the Institute for the Hawkins Building maintenance and \$2,115 to the Institute for the Gefertec rent. Page 53 was a recap of all the expenditures for the month of June.

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

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

6. CLOSED SESSION

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

At 12:32 p.m. Mr. Searce **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

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; and

B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) 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 (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

July 13, 2020

Code § 2.2- 3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease);

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; and

D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with Mr. Guanzon regarding specific legal matters requiring the provision of legal advice by Mr. Guanzon.

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

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

E. Reinstatement/Unmuting of Conference Line.

F. On **Motion** by Mr. Scearce and **second** by Mr. Saunders and by unanimous vote at 2:15 p.m., the Authority returned to open meeting.

G. Mr. Scearce **moved** for 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. Saunders and carried by the following vote:

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

7. COMMUNICATIONS FROM:

Authority Board Members

Mr. Vogler thanked the staff for their hard work and his colleagues on the Board for allowing him to serve as Vice Chairman.

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

July 13, 2020

Mr. Saunders thanked Mr. Rowe and Ms. Bobe for what they were doing, and to Mr. Larking and Mr. Smitherman, thanked them for working together as well. Mr. Saunders thanked Mr. Guanzon for his work.

Mr. Warren noted his agreement with the comments, he appreciated the staff very much, they do an outstanding job. Mr. Warren congratulated Mr. Vogler as Vice Chairman.

Mr. Warren stated, as Chairman of RIFA he would like to appoint an *Ad Hoc* Committee to review the RFPs for legal services. That Committee will consist of Ken Larking, Vice Chairman Lee Vogler, Ron Scearce and David Smitherman. Mr. Warren noted they will review the RFPs and report back to the Board as soon as they can.

Staff

Brian Bradner from Dewberry noted that VDOT continues to make great progress on the connector road on US 311 that will provide direct connection to the expressway from the Megasite. VDOT had an advertisement in the *Register & Bee* recently that they will be holding a virtual Public Meeting on August 4th at 4:00 p.m. There were details available on the website where they will review the progress they have been making on the planning and design.

Meeting adjourned at 2:20 p.m.

APPROVED:

Chairman

Secretary to the Authority

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5A
Meeting Date:	08/10/2020
Subject:	Resolution 2020-08-10-5A
From:	David Smitherman, Pittsylvania County Administrator, Ken Larking, Danville City Manager Michael C. Guanzon, Legal Counsel to the Authority

SUMMARY

The Board will be asked to consider Resolution 2020-08-10-5A approving the execution and delivery of a ROW and Easement Agreement with Mountain Valley Pipeline.

ATTACHMENTS

Resolution

Exhibit

Resolution No. 2020-08-10-5A

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A RIGHT OF WAY AND EASEMENT AGREEMENT BETWEEN THE AUTHORITY AND MOUNTAIN VALLEY PIPELINE LLC, A DELAWARE LIMITED LIABILITY COMPANY, UNDER WHICH THE AUTHORITY WOULD GRANT A FIFTY-FOOT PIPELINE RIGHT OF WAY AND EASEMENT OVER, THROUGH AND ALONG THE NORTHERN MARGIN OF THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, AND THE COMPENSATION PAID TO THE AUTHORITY SHALL BE \$750,000.00

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

WHEREAS, the Authority, the County of Pittsylvania, Virginia (the “**County**”), and the City of Danville, Virginia (the “**City**”), in order to stimulate economic growth and development of the community by creating jobs and infrastructure have agreed to provide incentives to new and expanding businesses which conduct industrial activity; and

WHEREAS, as permitted by Sections 2.2-3711(A)(3) of the Code of Virginia, 1950, as amended, the Authority, at the regular meeting, discussed the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and

WHEREAS, the Authority desires to execute and deliver that certain Right of Way and Easement Agreement (the “**ROW Agreement**”), attached hereto and incorporated herein by this reference as **Exhibit A**, with Mountain Valley Pipeline LLC, a Delaware limited liability company (“**MVP**”), under which the Authority would grant a fifty-foot (50 ft.) pipeline right of way and easement to MVP, over, through and along the northern margin of the Authority’s Southern Virginia Megasite at Berry Hill project (“**SVM**”), where compensation paid to the Authority shall be Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the County and the City, and the development of SVM for the Authority to execute and to deliver the ROW Agreement, attached as **Exhibit A**, with MVP.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the execution and delivery of the ROW Agreement, attached as **Exhibit A**, with MVP, as described in this Resolution, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and

Resolution No. 2020-08-10-5A

the Vice Chairman, either of whom may act independently of the other, to execute and deliver the ROW Agreement, attached as **Exhibit A**, where the compensation paid to the Authority shall be Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the ROW Agreement, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of 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 ROW Agreement, 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 ROW Agreement and the matters contemplated therein or related thereto on or before the date of this Resolution is adopted.

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

- # -

Resolution No. 2020-08-10-5A

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 regular meeting duly called and held on August 10, 2020, 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 10th day of August 2020.

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

(SEAL)

Exhibit A

(ROW Agreement)



NON-BINDING OFFER LETTER

**DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
P.O. Box 3300
Danville, VA 24543-3300**

RE: Offer to Acquire Easements
Tract #: VA-PI-172.000, 173.000, 174.000, 175.000, 178.000
Pittsylvania County, Virginia
Southgate Pipeline Project
Tax ID#: 1367-41-6185, 1356-75-0037

Dear DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY:

MOUNTAIN VALLEY PIPELINE LLC (“MVP”) hereby offers to purchase the following property rights from you (“Landowner”), on that certain parcel of real estate located in **Westover Magisterial District, Pittsylvania County, Virginia**, being identified as Tax Map ID#(s) **1367-41-6185, 1356-75-0037** as set forth below:

- | | |
|----------------------------|---------------------|
| 1. Amount of Right of Way: | \$450,000.00 |
| 2. Amount of Damages: | \$300,000.00 |
| Total Compensation: | \$750,000.00 |

The compensation amount represented above is the total amount offered for the property rights. If your property has more than one owner, compensation will be paid proportionately to each owner’s percentage of ownership in the property.

Acceptance of this offer can only be made by Landowner’s execution (and notarization of the signature(s)) of all of the agreements which are included in this offer package (the “Agreements”), and delivery of the same to MVP. If the real property is sold, encumbered, or mortgaged before MVP records the Agreements in the appropriate county record offices, then MVP shall have the sole right (at its election) to terminate the Agreements and this offer, and MVP shall have no obligations to pay any compensation. This letter is only a summary of the total possible compensation, and it is expressly understood that the compensation amounts set forth above and MVP’s obligation to pay the same (including payments dates) are subject to the terms of the Agreements.

If you have any questions, please do not hesitate to contact your Land Agent, Michael Leonard, at 412-855-6453, or e-mail at mleonard@equitransmidstream.com.

Sincerely,

Travis K. Garrett
Regional Land Supervisor
MOUNTAIN VALLEY PIPELINE LLC



Receipt of FERC Pamphlet

The undersigned, **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, of Danville, Virginia, Map ID#: **1367-41-6185 & 1356-75-0037** in, **Pittsylvania** County, Virginia hereby acknowledges receipt of the Federal Energy Regulatory Commission’s pamphlet:

“An Interstate Natural Gas Facility on My Land? What Do I Need to Know?”

The pamphlet was given to me by a Land Agent in connection with the Mountain Valley Pipeline, LLC for the Southgate Pipeline Project.

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

By: _____
Robert W. Warren, Chairman

Date Received: _____

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:
MOUNTAIN VALLEY PIPELINE, LLC
P.O. Box 14429
Greensboro, NC 27415**

Parcel	GPIN	Tax Assessment	Consideration
Parcels 1,2,3,4	1367-41-6185		
Parcels 5	1356-75-0037		

PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT

THIS PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT (“Agreement”), dated _____, 20__ (the “**Effective Date**”), is made and entered into by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia of 427 Patten Street, P.O. Box 3300, Danville, VA 24543-3300 (“**Grantor**”), and **MOUNTAIN VALLEY PIPELINE LLC**, Series B, by and through its operator **EQM GATHERING OPCO, LLC**, a Delaware limited liability company, with an office located at 2200 Energy Drive, Suite 200, Canonsburg, PA 15317 (“**Grantee**”).

FOR AND IN CONSIDERATION of the sum of one dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, Grantor grants and conveys, with covenant of General Warranty, to Grantee an exclusive, except as otherwise provided below, perpetual right of way and easement (the “**Pipeline Right of Way**”) in the location depicted on “**Exhibit A**” attached hereto, to lay, construct, maintain, operate, renew, alter, improve, protect, repair, replace, change the size, remove and abandon pipeline(s) (“**Pipeline(s)**”) for the transportation of natural gas, their byproducts, water, and other liquids and gases, together with all necessary or convenient rights, equipment and appurtenances thereto, including, but not limited to, above and below ground water and utility lines and related facilities, pipeline markers, devices for cathodic protection, slip mitigation controls, environmental and erosion controls, with reasonably convenient ingress and egress thereto, as may be designated from time to time by Grantor. Said perpetual Pipeline Right of Way is over, upon, and across the lands of the Grantor being in Pittsylvania County, Virginia, which lands or part thereof were conveyed to Grantor from 329 Partners, LLC, formerly known as The Kluttz Family, LLC by General Warranty Deed dated October 17, 2008, of record in Pittsylvania County, Virginia in Instrument 08-07039, and from Jane T. Hairston and Walter L. Eure, her husband by General Warranty Deed dated March 13, 2009, of record in Pittsylvania County, Virginia in Instrument 09-01419 and from Diana Johnson Roman, one and the same person as Diana Elizabeth Roman, and Karen Louise Shoffner by Special Warranty Deed dated August 3, 2009, of record in Pittsylvania County, Virginia in Instrument 09-04564, containing 2123.31 acres, more or less, being more specifically identified as Parcel Number 1367-41-6185 and from 329 Partners, LLC, formerly known as The Kluttz Family, LLC by General Warranty Deed dated October 17, 2008, of record in Pittsylvania County, Virginia in Instrument 08-07039 containing 586.91 acres, more or less, being more specifically identified as Parcel Number 1356-75-0037 (“**Property**”). Being further described as follows:

Parcels 1, 2, 3 and 4:

A tract of land containing 2123.31 acres, more or less, and being more particularly described as a portion of land conveyed in three separate Deeds. **FIRST** - General Warranty of Title Deed dated October 17, 2008 executed by 329 Partners, LLC, formerly known as The Kluttz Family, LLC to Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia and recorded in Land Record 08-07039; **SECOND** - General Warranty and English Covenants of Title Deed dated March 13, 2009 executed by Jane T. Hairston and Walter L. Eure, her husband to Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia and recorded in Land Record 09-01419; and **THIRD** - Special Warranty Deed dated August 3, 2009 executed by Diana Johnson Roman, on and the same person as Diana Elizabeth Roman, and Karen Louise Shoffner to Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia in Land Record 09-04564; **BEING** further described in the Plat of Survey dated September

18, 2017 and recorded in Map Book 44, Page 232M, all of record in the Circuit Clerk Records Of Pittsylvania County, Virginia.

Parcel 5:

A tract of land, containing 586.61 acres, more or less, being located in Pittsylvania County, Virginia, and being shown as Tract 10 on that certain Plat Of Survey recorded September 18, 2017 in Map Book 44, Page 232L and shown in the Pittsylvania County, Virginia tax records as tax parcel 1356-75-0037; also being a part of that 2393.270 acre tract, more or less, described in that certain General Warranty Deed recorded October 22, 2008 as Instrument Number 08-07039 from 329 Partners LLC, formerly known as The Kluttz Family, LLC Grantor to the Danville-Pittsylvania Regional Industrial Facility Authority, all in the records of the Circuit Court Clerk of Pittsylvania County, Virginia.

This conveyance is made subject to all easements, conditions, restrictions and agreements of record affecting the real estate hereby conveyed or any part thereof.

1. It is understood and agreed by Grantor and Grantee that the Pipeline Right of Way shall be fifty (50) feet in width in the location(s) as depicted on Exhibit A.

2. It is further agreed that Grantee is granted and conveyed the following temporary rights of way and easements (which shall expire upon final completion of the construction and reclamation of the Pipeline(s) and affected areas): (i) a right of way and easement of fifty (50) feet that parallels the perpetual right of way and easement; and (ii) a workspace(s) right of way and easement in the location depicted on Exhibit A. It is understood between the Grantor and Grantee that any discrepancy between the length of the Pipeline(s) or acreage of temporary workspace(s) for the Pipeline(s) constructed hereunder, if any, are to be compensated for at the same rate per acre as the aforementioned fifty foot (50') temporary right of way. Upon final completion of the construction and reclamation of the Pipeline(s) and affected areas, Grantee shall provide Grantor a final, as-built, diagram of the Pipeline(s) and affected areas to determine if any discrepancy between the length of the pipeline(s) or acreage of temporary workspace(s) for the Pipeline(s) occurred, and Grantee shall compensate Grantor for any such discrepancy in accordance with the paragraph. Grantor agrees to execute any further permits, surveys, amendments or instruments reasonably necessary to confirm such adjustments to the location of the Pipeline Right of Way.

3. Grantor grants and conveys to Grantee the non-exclusive right of ingress and egress to, from and over said Pipeline Right of Way on, over and through existing or future roads which are owned and designated by Grantor from time to time. As a condition to such right of ingress and egress, Grantee shall be responsible for its proportional share of such road maintenance and repair that result from Grantee's construction, reclamation and maintenance operations on the Property. The Pipeline Right of Way as depicted on Exhibit A may be used for any current or future operations, construction or maintenance.

4. Grantor and Grantee intend and agree that the Pipeline Right of Way granted hereunder shall give Grantee the exclusive right to use and occupy the perpetual Pipeline Right of Way in the location depicted on Exhibit A. Grantor shall not grant the right, authorization or allow any third party the right to utilize or occupy the Pipeline Right of Way for any purpose granted or authorized to Grantee hereunder without the Grantee's prior written agreement. This exclusive right may be specifically enforced by Grantee. Grantor reserves the right to cross underneath the pipeline with foreign lines. Grantor shall contact the Grantee at least ninety (90) days before any crossings are to begin and comply with Grantee's specifications on utility crossings of its facilities. Grantor shall make the proper one call notifications before any excavation activities, and Grantee shall not unreasonably withhold approval for any such crossing. The installation, operation, repair and replacement of any foreign lines shall not materially or adversely interfere with Grantee's rights under this Agreement and such use shall be in compliance with all applicable laws and regulations. Prior to Grantor exercising such right of installation, Grantor shall obtain Grantee's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, for purposes of this Section, if Grantee shall not have rejected in writing Grantor's request within ninety (90) days after written notice to Grantee, Grantee shall be deemed to have irrevocably given consent to such installation and any subsequent operations, repair and replacement of such foreign lines so installed.

5. Subject to Grantor's rights to SVM Utility Lines as provided in Section 4 above and except for Permitted Heavy Equipment Crossings (as hereafter defined), Grantor shall not place or permit to be placed any obstruction on, over or under the Pipeline Right of Way, and Grantor shall not store or knowingly permit to be stored any materials of any kind or operate or allow to be operated any heavy machinery or equipment (in excess of 40,000 lbs.) over the easement and Pipeline Right of Way area, nor permit the Pipeline Right of Way area to be covered by standing water, except in the course of normal seasonal water migration or natural disaster. Grantor shall not change or knowingly permit to be changed the depth of cover over the Pipeline Right of Way, without the prior written consent of Grantee, which shall not be unreasonably withheld, conditioned or delayed. Grantor may continue to use and enjoy the Property in any way that does not materially and adversely interfere with the rights of Grantee under this Agreement. "**Permitted Heavy Equipment Crossings**" shall mean those certain heavy machinery or equipment crossings at the southwestern boundary line of the SVM Project (a fifty (50) foot wide crossing area), and at the intersection of the Pipeline Right of Way and Oak Hill Road (a seventy (70) foot wide crossing area), as more particularly shown on Exhibit A.

6. Prior to crossing the Pipeline Right of Way with heavy machinery or performing any excavation or digging, Grantor agrees to contact Grantee through the proper one call system (Virginia 811) at least ninety (90) days before beginning any approved work on or through Pipeline Right of Way to allow Grantee to mark Pipeline(s), Grantee agrees to work with Grantor to obtain a pipeline crossing agreement that provides specifications for crossing the Pipeline(s) to avoid damage or undue stress.

7. Grantee, at its sole expense, shall maintain the Pipeline Right of Way by keeping the Pipeline Right of Way free from all trees, limbs, brush, weeds, or other undergrowth which, in the reasonable judgment of the Grantee, might materially and adversely interfere with the use of said rights granted under this Agreement.

8. Grantee, its successors or assigns, is further granted the right to replace all or any part of the Pipeline(s) or any portion thereof by laying such replacement not more than fifteen (15) feet from the section of Pipeline(s) being replaced provided that such replacement shall remain within the Pipeline Right of Way. Subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, Grantee, its successors and assigns, is also given the right to increase or decrease the diameter of any replacement pipe.

9. For the consideration herein recited and specifically subject to Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Grantor does hereby give, grant, and convey unto Grantee, its successors and assigns, a further right at any time or from time to time, to lay, maintain, operate, renew, alter, improve, protect, repair and remove additional pipeline(s), and all necessary equipment and appurtenances thereto, as it may desire within the right of way and easement area. The additional pipeline(s) to be laid approximately parallel to the first line laid and shall be considered a Pipeline as the term is used herein. For any additional pipeline(s) constructed hereunder, Grantee shall pay an equal amount paid for the right of way and easement herein granted.

10. Relocation. With the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, Grantee shall have the right to make such changes in the location of the Pipeline(s) from time to time as may be reasonably necessary owing to road construction or relocations, ground slips, migrating streams, or other causes beyond the control of the Grantee that are required for safety, regulatory, or operational reasons. For any such changes required by Grantee, Grantee shall pay a dollar amount per acre of relocated pipeline(s) equal to the per acre amount paid to Grantor for the initial pipeline constructed hereunder. Grantor agrees to execute any further amendments or instruments necessary to confirm such adjustments to the location of the Pipeline(s). Grantor and Grantee hereby acknowledge that the locations of the Pipeline(s) and Pipeline Right of Way set forth in Exhibit A are based upon the current plans and projected needs of Grantor and Grantee. In the event that Grantor's plans change in the future, and the locations of the Pipeline(s) and Pipeline Right of Way restrict or materially obstruct the future plans of Grantor, Grantor may provide advance written notification thereof to Grantee. Within sixty (60) days of receipt of such notification, Grantee agrees to meet with Grantor to discuss potential accommodations for Grantor's future plans or needs; provided, however, that (i) any and all costs associated with accommodating Grantor's future plans or needs will be at Grantor's sole cost and expense; (ii) Grantee is under no obligation whatsoever to change the location of the Pipeline(s) or the Pipeline Right of Way or otherwise accommodate Grantor's future plans or needs; and (iii)

Grantee, in its sole discretion, may determine whether it is feasible to relocate the Pipeline(s) or Pipeline Right of Way or to otherwise accommodate Grantor's future plans or needs.

11. After the initial construction and reclamation of the Pipeline(s), Grantee shall pay Grantor for actual physical damages to fences, trees and growing crops occasioned anytime Grantee utilizes the rights granted under this Agreement.

12. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, administrators, and executors.

13. It is hereby understood that no agreement or representation concerning this Agreement shall be binding on the Grantee, unless expressed in writing signed by the Grantee; and any agreements or representations, verbal or written, made by any person on behalf of either the Grantor or the Grantee not contained in this instrument are unauthorized and do not bind the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to comprise one single instrument. This Pipeline Right of Way shall run with the land and shall remain in force and effect until released and relinquished by the Grantee back to the Grantor, in writing. The parties consent to the exclusive jurisdiction of the United States District Court for the Western District of Virginia, for any disputes or issues arising under, or in any way related to, this Agreement.

14. Grantor and Grantee shall from time to time execute and deliver such further instruments as reasonably necessary to effectuate the rights granted under this Agreement.

15. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor, including but not limited to, its agents, employees, and directors, from and against any and all losses, costs, damages, demands, liens, causes of action, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to or use of the Pipeline Right of Way pursuant to this Agreement. Grantee is permitted to select qualified legal counsel for any indemnification obligations under this Agreement. Grantor may retain separate counsel, at its own expense, to assist Grantee with respect to any such indemnification obligations. It is the intent of the parties hereto that all indemnity obligations and liabilities assumed under the terms of this Agreement be without monetary limit. The indemnity contained in this Section 15 applies, without limitation, to any violation of any applicable environmental law in effect during the term of this Agreement, and any and all matters arising out of any act, omission, event or circumstance existing or occurring during the term of this Agreement, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable environmental law at the time of its existence or occurrence.

16. As a condition precedent to the commencement and continuation of operations hereunder, Grantee shall maintain the following insurance coverages:

a. General and/or excess liability (including contractual liability and Time Element Sudden and Accidental Pollution Liability) and with limits of Two Million Dollars in any one occurrence for Property Damage and Bodily Injury; and

b. Automobile liability insurance in an amount of not less than Two Million Dollars per accident for Property Damage and Bodily Injury combined;

If at any time any of these insurance coverages shall cease to be in force and effect, then, in addition to any of its other rights, Grantor may give written demand to Grantee to suspend all operations hereunder until such insurance coverages shall be reinstated. Grantee shall have Sixty (60) calendar days to provide evidence that it has reacquired the insurance coverage as required under this Article 10 before such suspense takes effect. Insurance may be met by a combination of primary, excess, and self-insurance.

17. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENT SHALL BE LIABLE TO OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY OR ANY AFFILIATE OF THE OTHER PARTY FOR LOST REVENUES OR PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR ANY

ANCILLARY AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF OR THEREOF, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES. HOWEVER, NOTHING IN THIS SECTION IS INTENDED TO LIMIT OR RESTRICT THE OBLIGATIONS OF GRANTEE TO INDEMNIFY GRANTOR HEREUNDER.

18. Headers. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

19. Notices. Any notice required or contemplated to be given to a party by the other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

If to Grantor: to the address on the first page of this Agreement or if applicable, to Grantor's successor, at the address of record in the Pittsylvania County Commissioner of the Revenue Office.

If to Grantee: to the address on the first page of this Agreement with a courtesy copy to:

Mountain Valley Pipeline, LLC
Attn.: EQM Gathering OPCO, LLC
2200 Energy Drive, Suite 200
Canonsburg, PA 15317

(mailing address:) P.O. Box 14429
Greensboro, NC 27415

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. A courtesy copy shall not itself constitute notice for the purposes hereof.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. A facsimile or scanned copy (*.pdf) signature to this Agreement shall have the same effect as an original for all purposes.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this **PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT** as of the date first set forth above.

GRANTOR:

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

(Seal)

By: _____
Robert W. Warren, Chairman

**COMMONWEALTH OF VIRGINIA AT LARGE
PITTSYLVANIA COUNTY/CITY OF DANVILLE**, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this ____ day of June, 2020, by **ROBERT W. WARREN**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, as grantor.

My commission expires: _____:

(Seal)

Notary Public
Registration Number: _____

IN WITNESS WHEREOF, the Parties have executed this **PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT** as of the date first set forth above.

GRANTEE:

MOUNTAIN VALLEY PIPELINE, LLC, Series B, a Delaware limited liability company
By: **EQM GATHERING OPCO, LLC – Operator**

By: _____
Kevin J. Wagner
Its: Attorney-in-Fact

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this ___ day of June, 2020 by **KEVIN J. WAGNER**, in his capacity as Attorney-in-Fact of **EQM GATHERING OPCO, LLC**, a Delaware limited liability company, as operator of **MOUNTAIN VALLEY PIPELINE, LLC**, Series B, a Delaware limited liability company, as grantee.

My commission expires _____:

(Seal)

Notary Public
Registration Number (only if in Virginia): _____

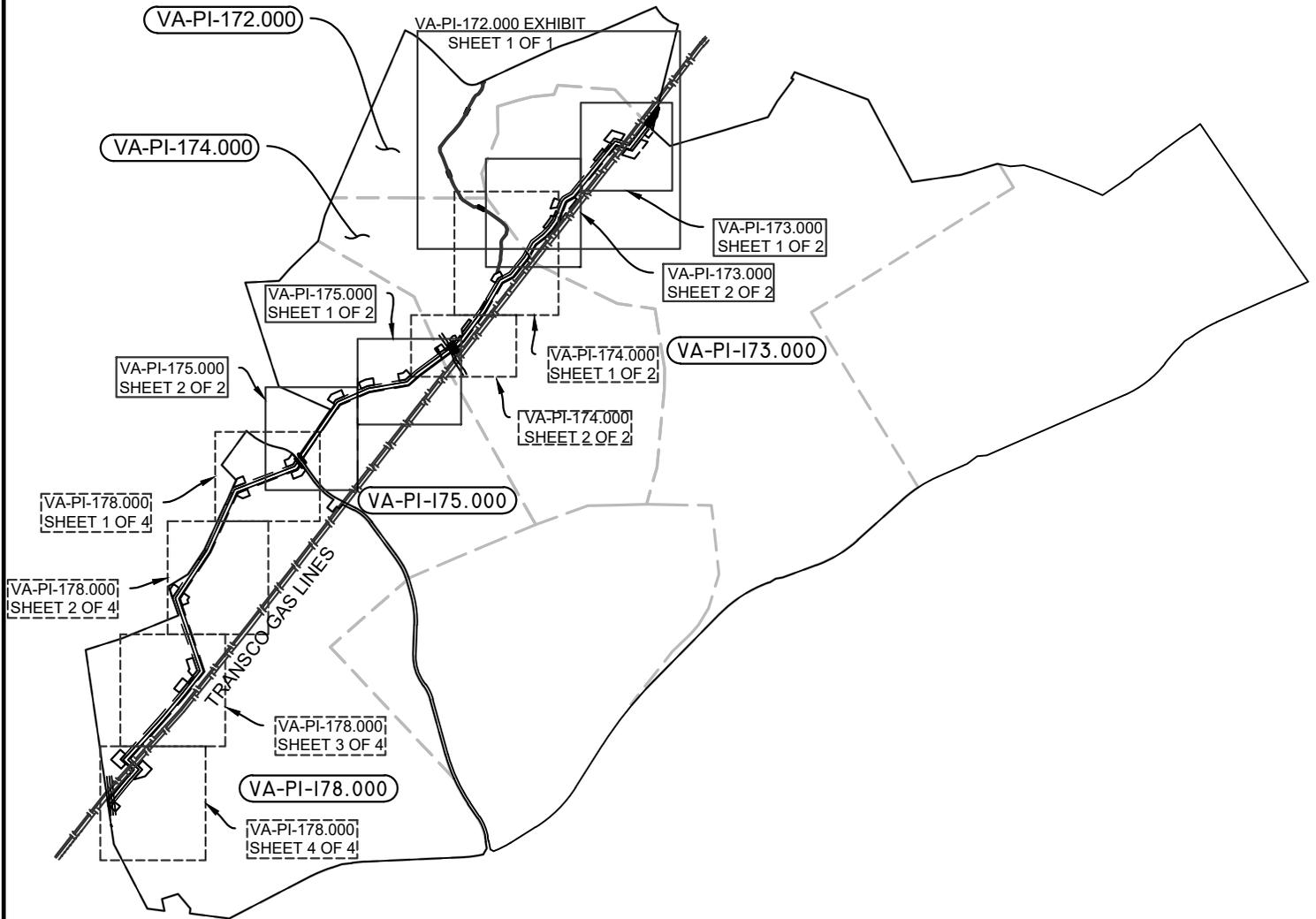
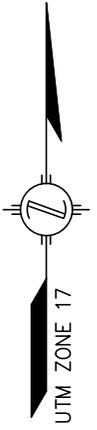
Exhibit A

Tract No.	Parcel ID	Acreage	Exhibit Reference
VA-PI-172.000	1367-41-6185	2123.31	Page 6
VA-PI-173.000	1367-41-6185		Pages 7, 8
VA-PI-174.000	1367-41-6185		Pages 9, 10
VA-PI-175.000	1367-41-6185		Pages 11, 12
VA-PI-178.000	1356-75-0037	586.91	Pages 13, 14, 15, 16

EXHIBIT A

NOTES

1. PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY.
2. THIS IS NOT A SURVEY PRODUCT.
3. THIS SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.
4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



OVERVIEW EXHIBIT MAP FOR
 VA-PI-172.000, VA-PI-173.000,
 VA-PI-174.000, VA-PI-175.000 &
 VA-PI-178.000

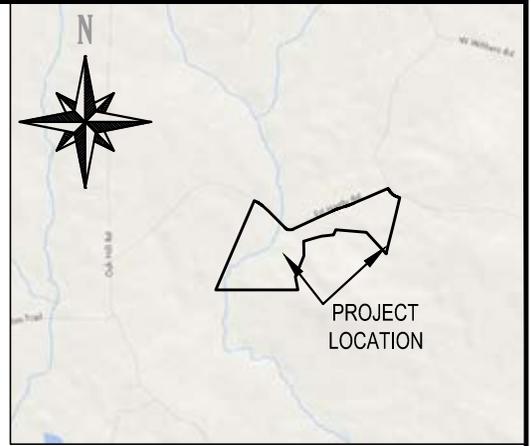
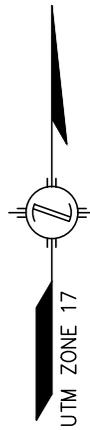
LAND
 OWNER
 INITIALS: _____
 DATE: _____

OVERVIEW EXHIBIT MAP FOR MVP SOUTHGATE WESTOVER MAGISTERIAL DISTRICT PITTSYLVANIA COUNTY, VIRGINIA				
OVERVIEW EXHIBIT MAP CROSSING IN PROPERTY OF DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BERRY HILL ROAD VA-PI-172.000, VA-PI-173.000, VA-PI-174.000, VA-PI-175.000 & VA-PI-178.000 HEAVY VEHICLE CROSSINGS				
Drawn By:	DKD	Chk'd By:	Appd By:	TRC Proj. No. 300423 Scale: NTS
Drawn Dgts:	6/24/20		DD	Sheet: 1 OF 4 MVP Proj. No.
REVISIONS				
1	6/24/2020		REVISED VA-PI-175.000 TWS & ATWS	
No.	Date	Rev By	Description	Checked

EXHIBIT A

NOTES

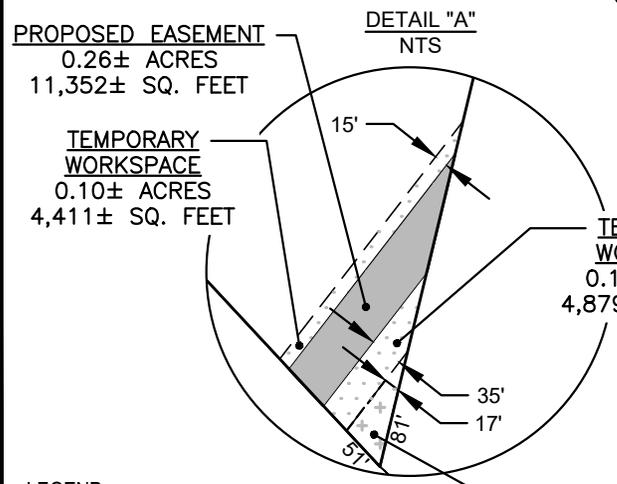
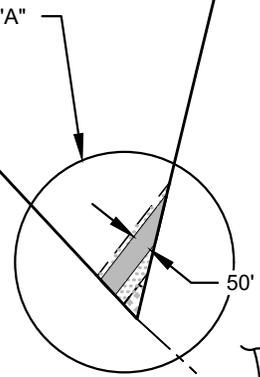
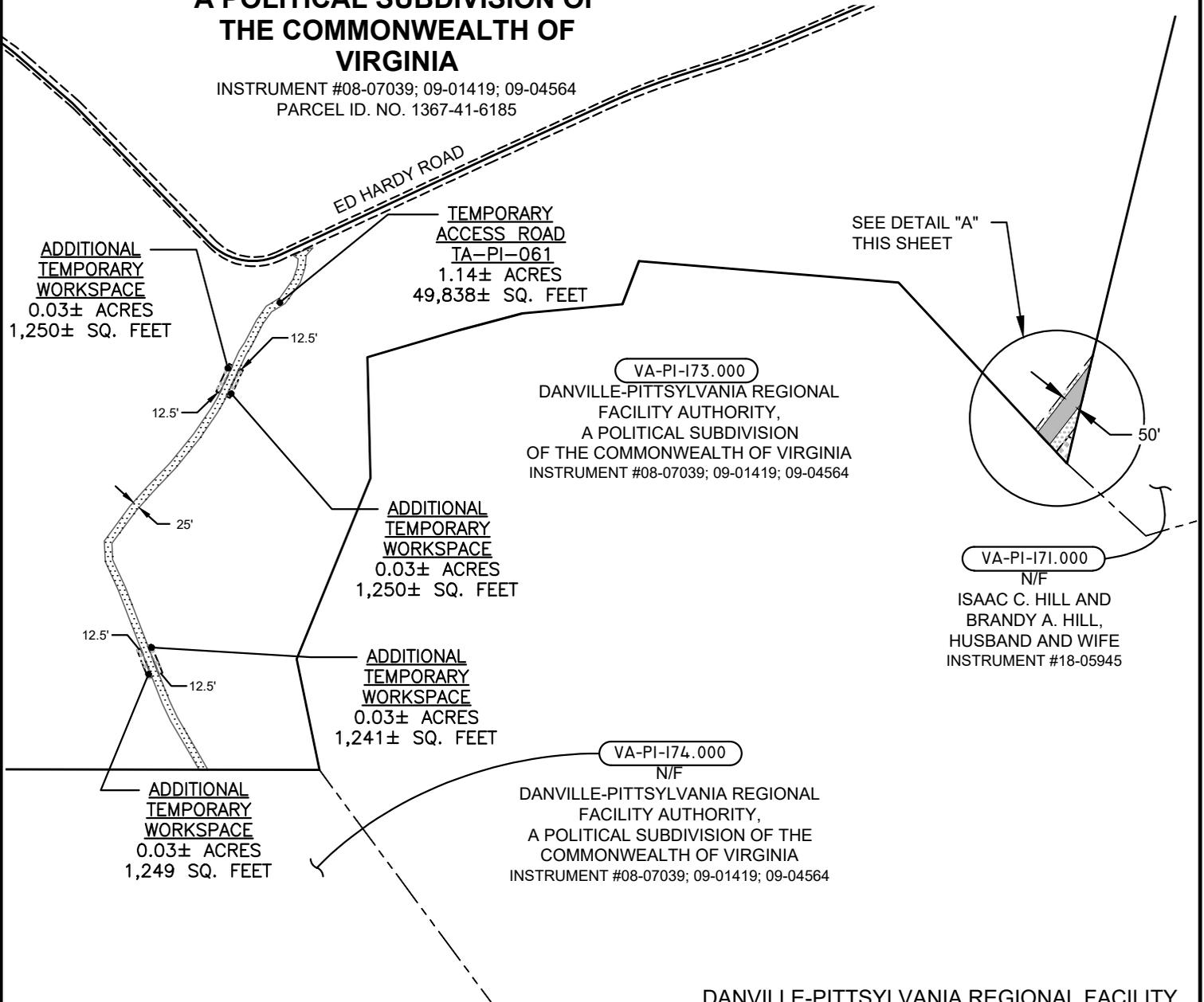
1. PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY.
2. THIS IS NOT A SURVEY PRODUCT.
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4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



VICINITY MAP (NTS)

VA-PI-172.000
DANVILLE-PITTSYLVANIA
REGIONAL FACILITY AUTHORITY,
A POLITICAL SUBDIVISION OF
THE COMMONWEALTH OF
VIRGINIA

INSTRUMENT #08-07039; 09-01419; 09-04564
 PARCEL ID. NO. 1367-41-6185



PROPOSED EASEMENT
 0.26± ACRES
 11,352± SQ. FEET

TEMPORARY WORKSPACE
 0.10± ACRES
 4,411± SQ. FEET

TEMPORARY WORKSPACE
 0.11± ACRES
 4,879± SQ. FEET

ADDITIONAL TEMPORARY WORKSPACE
 0.05± ACRES
 2,271± SQ. FEET

LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PROPOSED EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
 DATE: _____

DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

	sq. ft.	acres
AREA OF PROPOSED EASEMENT:	11,352±	0.26 ACRES
AREA OF TEMPORARY WORKSPACE:	9,290±	0.21 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	7,261±	0.17 ACRES
AREA OF ACCESS ROAD:	49,838±	1.14 ACRES

CENTERLINE OF EASEMENT: 227.03 FEET 13.76 RODS

EASEMENT SURVEY FOR MVP SOUTHGATE WESTOVER MAGISTERIAL DISTRICT PITTSYLVANIA COUNTY, VIRGINIA

PIPELINE EASEMENT IN PROPERTY OF DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BERRY HILL ROAD VA-PI-172.000 INSTRUMENT #08-07039; 09-01419; 09-04564

Drawn By: DKD	Chk'd By: DD	Appd By:	TRC Proj. No. 300423	Scale: 1"=500'
Drawn Date: 4/17/20			Sheet: 1 OF 1	MVP Proj. No.

500 250 0 500 GRAPHIC SCALE IN FEET

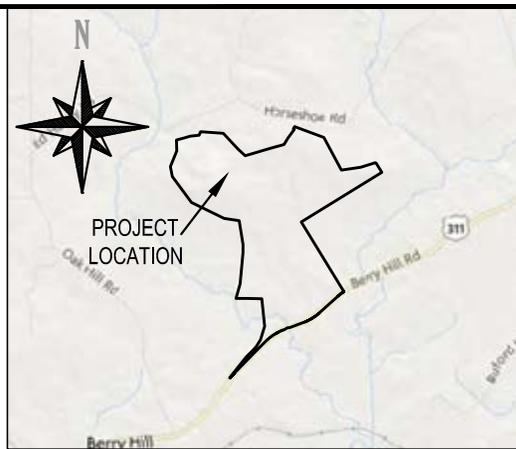
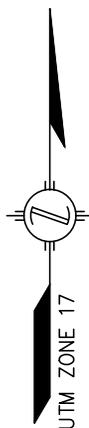
No.	Date	Rev By	Description	Checked

28 of 77

NOTES

1. PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY.
2. THIS IS NOT A SURVEY PRODUCT.
3. THIS SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.
4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.

EXHIBIT A



VICINITY MAP (NTS)

VA-PI-172.000

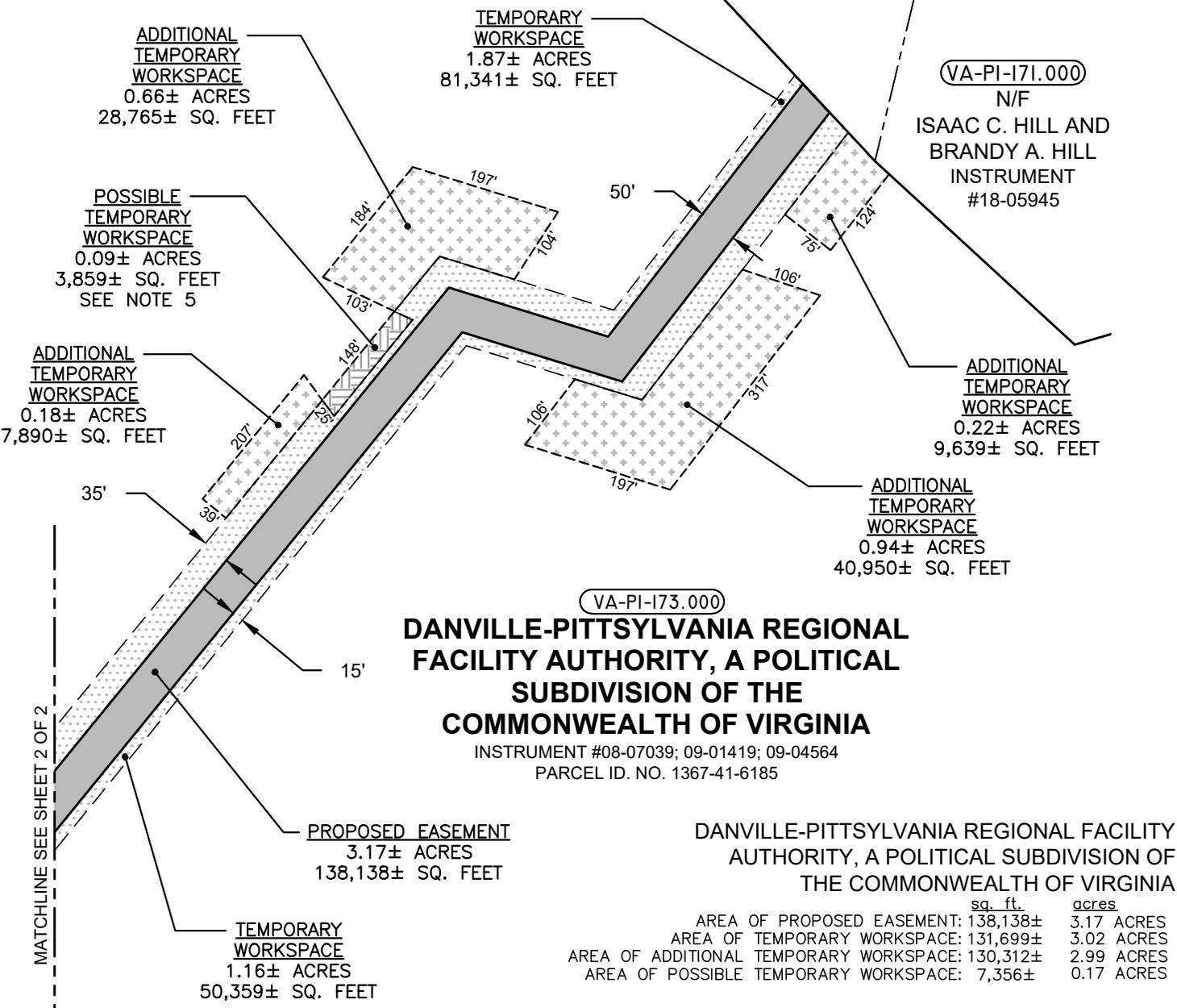
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DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
INSTRUMENT #08-07039; 09-01419; 09-04564

VA-PI-171.000

N/F

ISAAC C. HILL AND BRANDY A. HILL INSTRUMENT #18-05945



MATCHLINE SEE SHEET 2 OF 2

LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PROPOSED EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

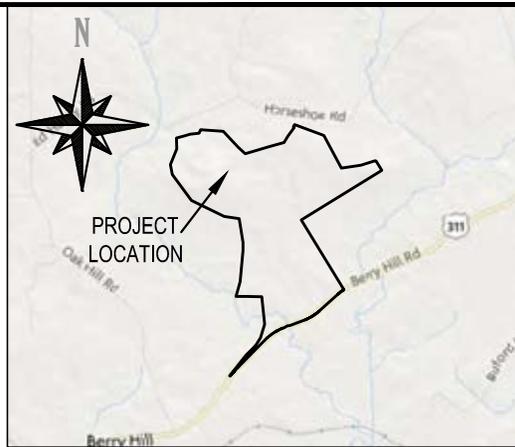
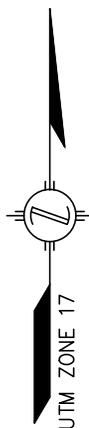
LAND OWNER INITIALS: _____
DATE: _____

EASEMENT SURVEY FOR MVP SOUTHGATE WESTOVER MAGISTERIAL DISTRICT PITTSYLVANIA COUNTY, VIRGINIA				
PIPELINE EASEMENT IN PROPERTY OF DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BERRY HILL ROAD VA-PI-173.000 INSTRUMENT #08-07039; 09-01419; 09-04564				
VA-PI-173.000				
Drawn By: DKD	Chk'd By: DD	App'd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Date: 4/17/20			Sheet: 1 OF 2	MVP Proj. No.
200 100 0 200 GRAPHIC SCALE IN FEET				
REVISIONS				
No.	Date	Rev By	Description	Checked

NOTES

1. PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY.
2. THIS IS NOT A SURVEY PRODUCT.
3. THIS SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.
4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.

EXHIBIT A



VICINITY MAP (NTS)

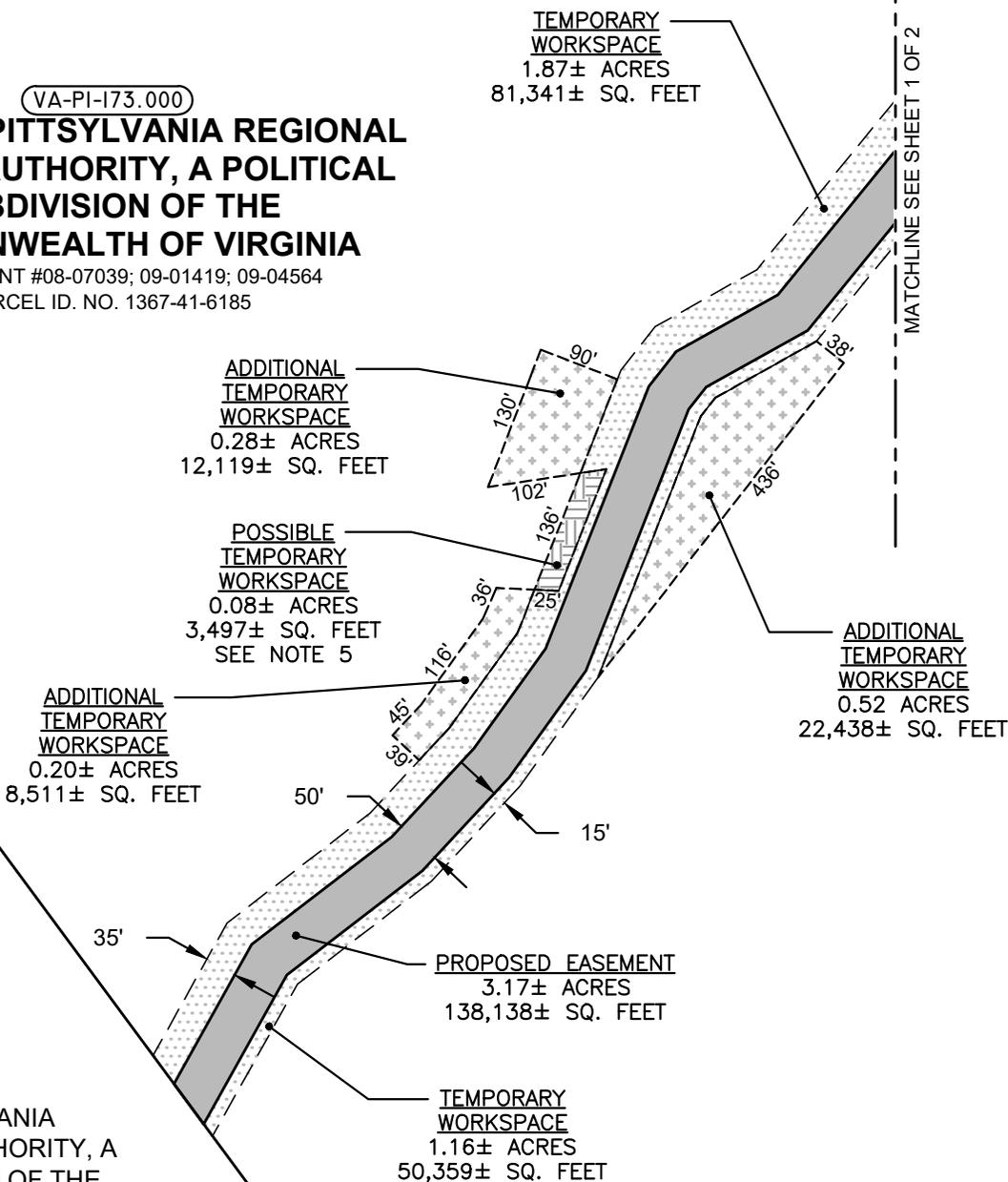
VA-PI-173.000
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

INSTRUMENT #08-07039; 09-01419; 09-04564
 PARCEL ID. NO. 1367-41-6185

VA-PI-174.000

N/F

DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
 INSTRUMENT #08-07039; 09-01419; 09-04564



LEGEND

	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PROPOSED EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
 DATE: _____

EASEMENT SURVEY
 FOR MVP SOUTHGATE
 WESTOVER MAGISTERIAL DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA

Mountain Valley PIPELINE

PIPELINE EASEMENT IN PROPERTY OF
 DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
 POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
 BERRY HILL ROAD
 VA-PI-173.000
 INSTRUMENT #08-07039; 09-01419; 09-04564

VA-PI-173.000

Drawn By: DKD	Chk'd By: DD	App'd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Date: 4/17/20			Sheet: 2 OF 2	MVP Proj. No.

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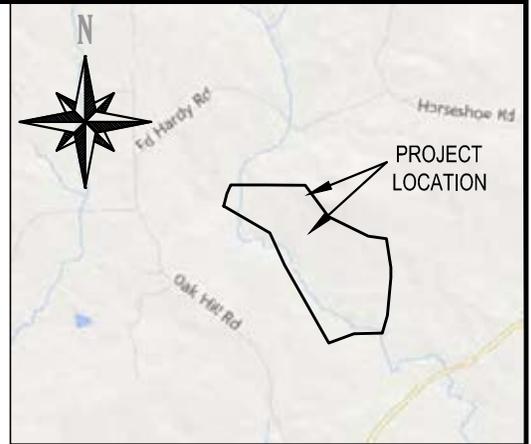
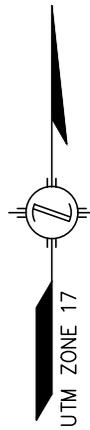
REVISIONS				
No.	Date	Rev By	Description	Checked

30 of 77

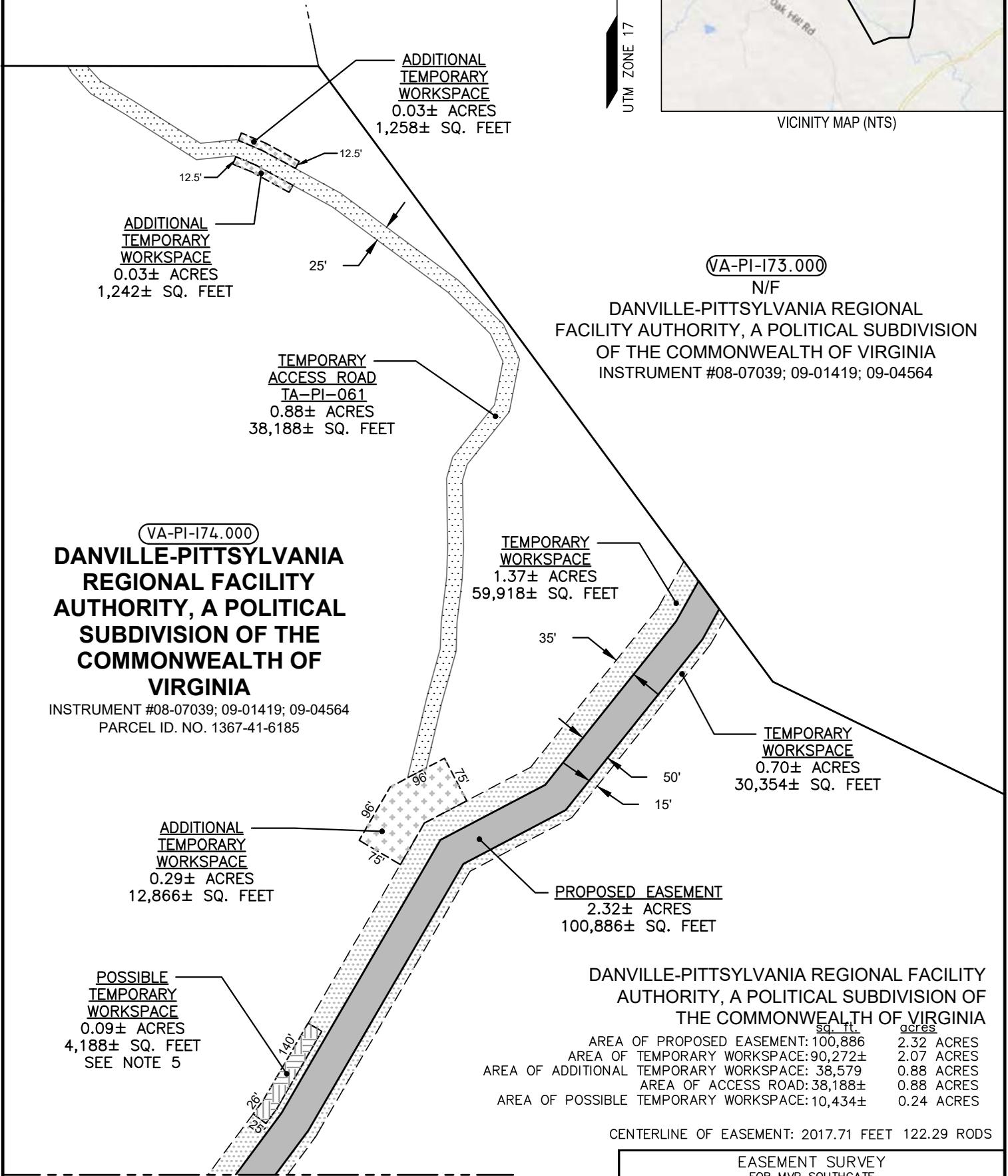
EXHIBIT A

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4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



VICINITY MAP (NTS)



LEGEND

	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PROPOSED EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
DATE: _____

EASEMENT SURVEY
FOR MVP SOUTHGATE
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA

PIPELINE EASEMENT IN PROPERTY OF
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
BERRY HILL ROAD
VA-PI-174.000
INSTRUMENT #08-07039; 09-01419; 09-04564

VA-PI-174.000

Drawn By: DKD	Chk'd By: DD	App'd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Date: 4/17/20			Sheet: 1 OF 2	MVP Proj. No.

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GRAPHIC SCALE IN FEET

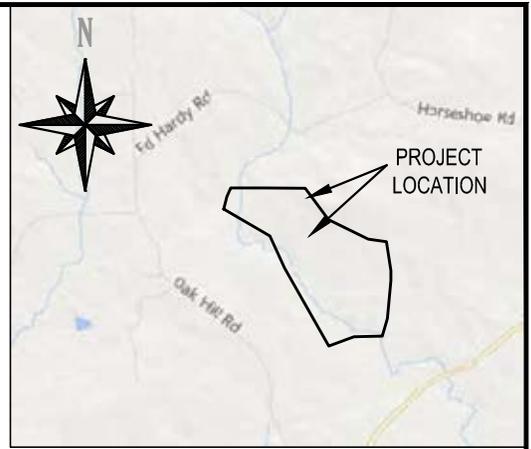
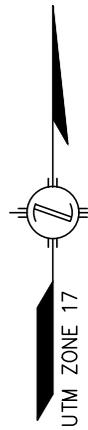
REVISIONS				
No.	Date	Rev By	Description	Checked

31 of 77

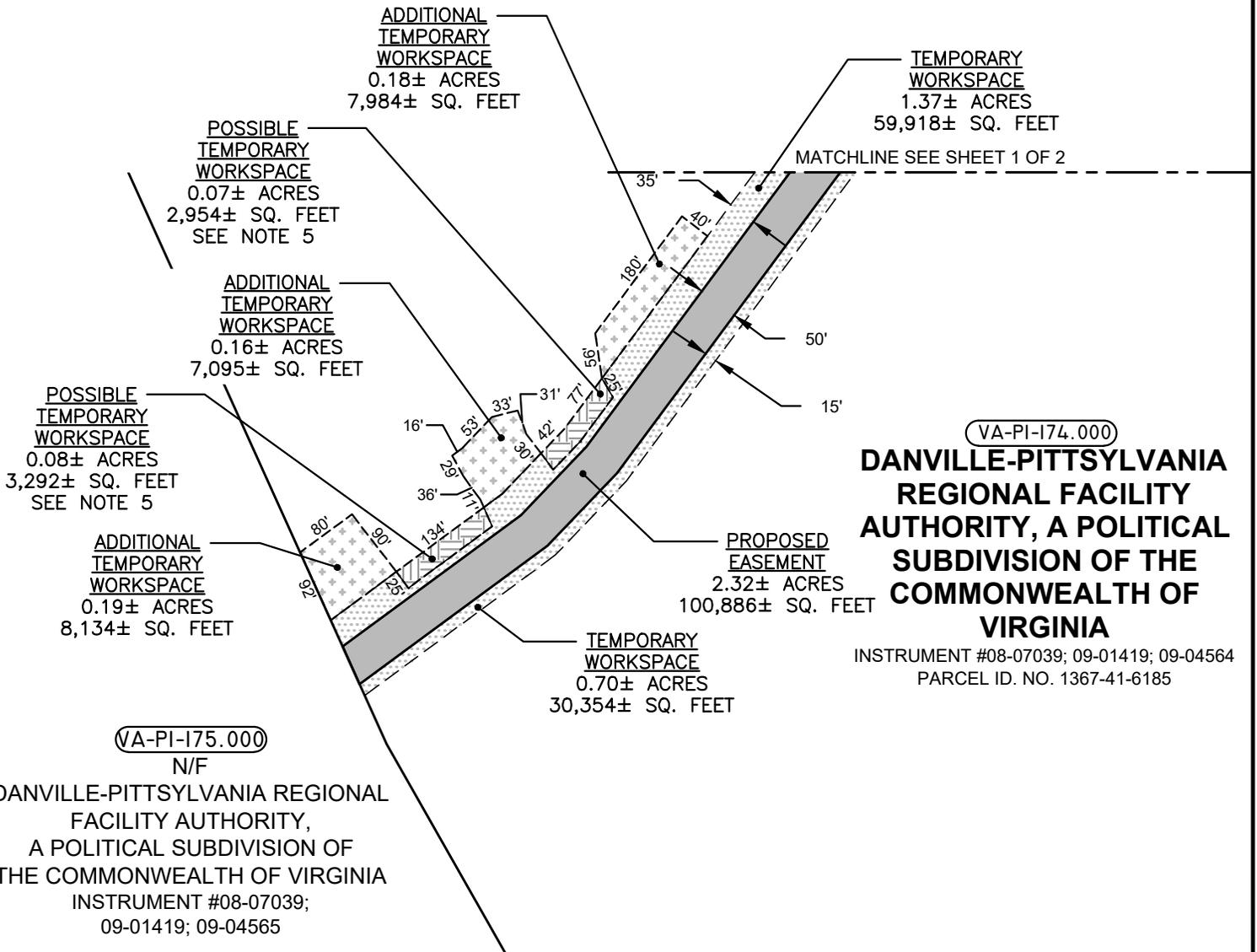
EXHIBIT A

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5. TEMPORARY EASEMENT TO BE ACQUIRED.



VICINITY MAP (NTS)



LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PROPOSED EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
DATE: _____

EASEMENT SURVEY
FOR MVP SOUTHGATE
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA

PIPELINE EASEMENT IN PROPERTY OF
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
BERRY HILL ROAD
VA-PI-174.000
INSTRUMENT #08-07039; 09-01419; 09-04564

VA-PI-174.000

Drawn By: DKD	Chk'd By: DD	Appd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Date: 4/17/20			Sheet: 2 OF 2	MVP Proj. No.

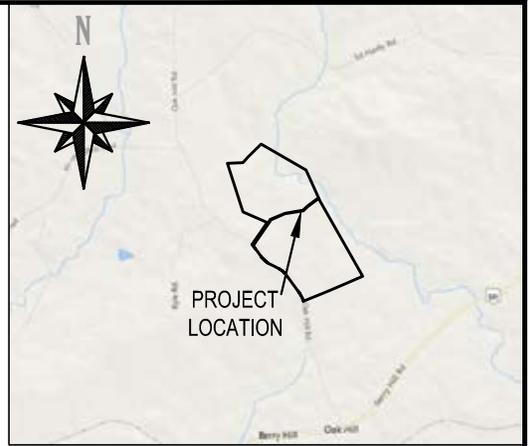
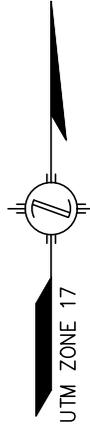
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GRAPHIC SCALE IN FEET

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No.	Date	Rev By	Description	Checked

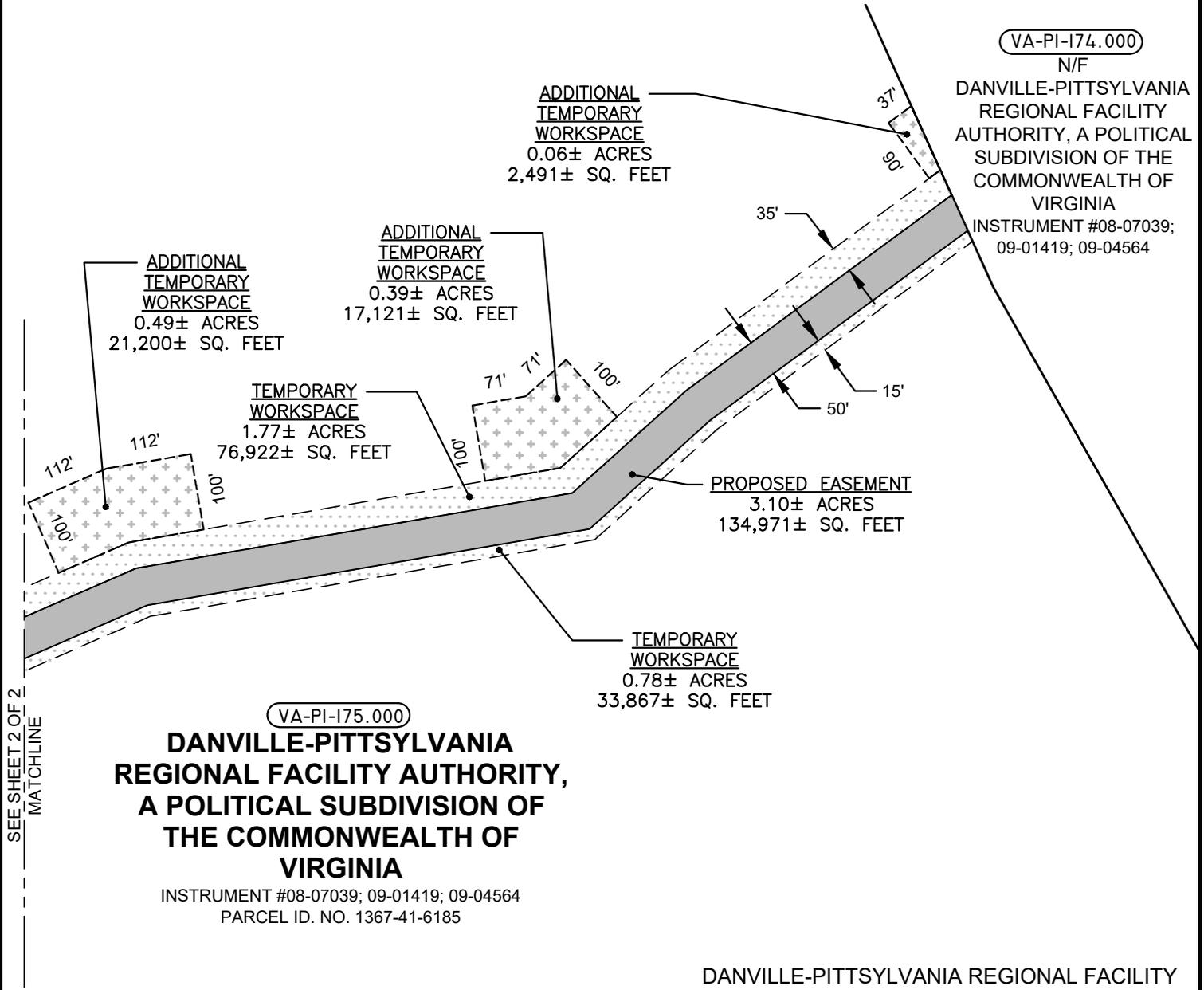
32 of 77

EXHIBIT A

1. PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY.
2. THIS IS NOT A SURVEY PRODUCT.
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4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



VICINITY MAP (NTS)



	sq. ft.	acres
AREA OF PROPOSED EASEMENT:	134,971±	3.10 ACRES
AREA OF TEMPORARY WORKSPACE:	110,789±	2.55 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	63,569±	1.46 ACRES

CENTERLINE OF EASEMENT: 2699.37 FEET 163.60 RODS

LEGEND

	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PROPOSED EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
DATE: _____

EASEMENT SURVEY
FOR MVP SOUTHGATE
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA

PIPELINE EASEMENT IN PROPERTY OF
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
BERRY HILL ROAD
VA-PI-175.000
INSTRUMENT #08-07039; 09-01419; 09-04564

VA-PI-175.000

Drawn By: MSF	Chk'd By: DD	App'd By:	TRC Proj. No. 300423	Scale: 1"=200'
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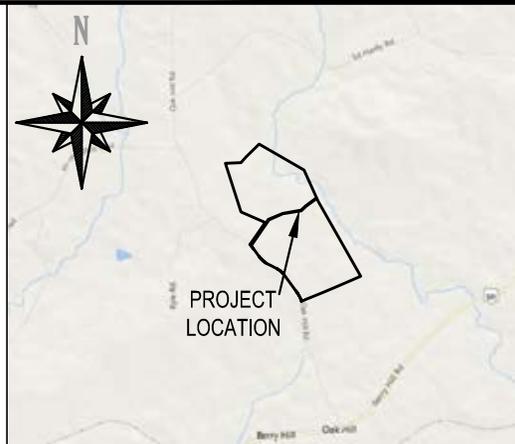
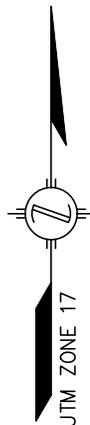
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GRAPHIC SCALE IN FEET

REVISIONS				
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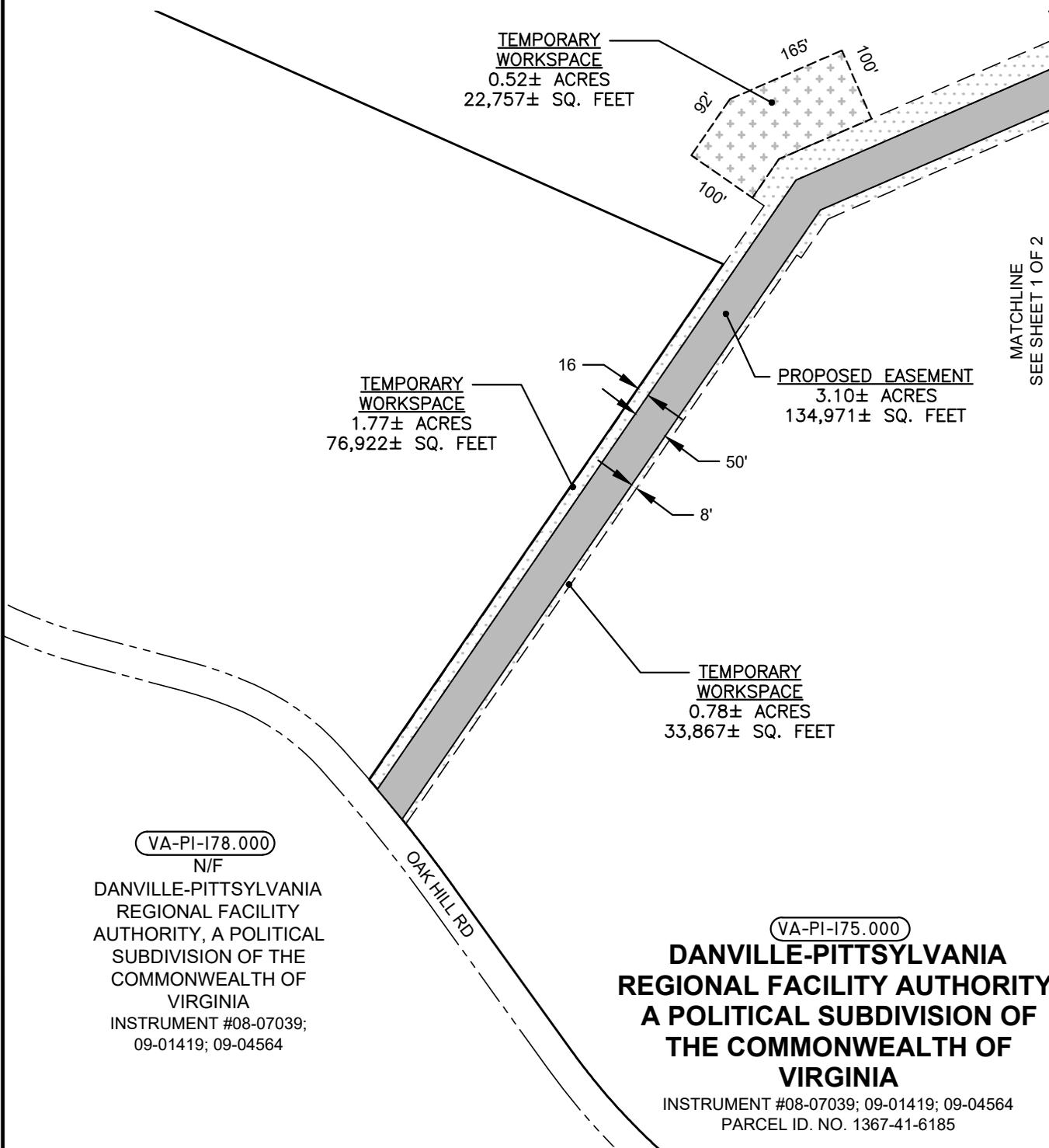
No. Date Rev By Description 33 of 77 Checked

EXHIBIT A

1. PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY.
2. THIS IS NOT A SURVEY PRODUCT.
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5. TEMPORARY EASEMENT TO BE ACQUIRED.



VICINITY MAP (NTS)



LEGEND

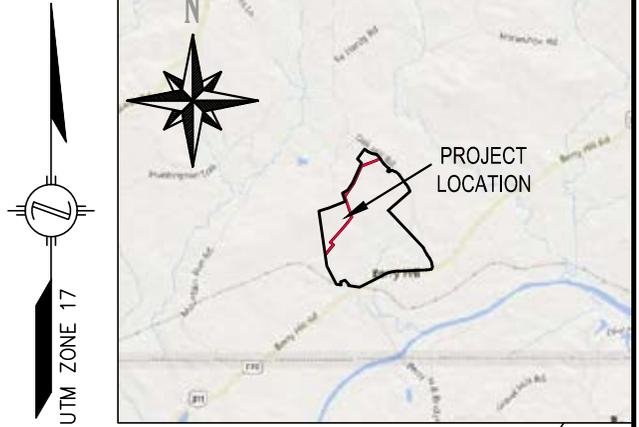
	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PROPOSED EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
DATE: _____

EASEMENT SURVEY FOR MVP SOUTHGATE WESTOVER MAGISTERIAL DISTRICT PITTSYLVANIA COUNTY, VIRGINIA				
PIPELINE EASEMENT IN PROPERTY OF DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BERRY HILL ROAD VA-PI-175.000 INSTRUMENT #08-07039; 09-01419; 09-04564				
VA-PI-175.000				
Drawn By: MSF	Chk'd By: DD	App'd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Date: 6/24/20			Sheet: 2 OF 2	MVP Proj. No.
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REVISIONS				
1	6/24/2020	DD	REVISED TWS AND ATWS	GH
No.	Date	Rev By	Description	Checked
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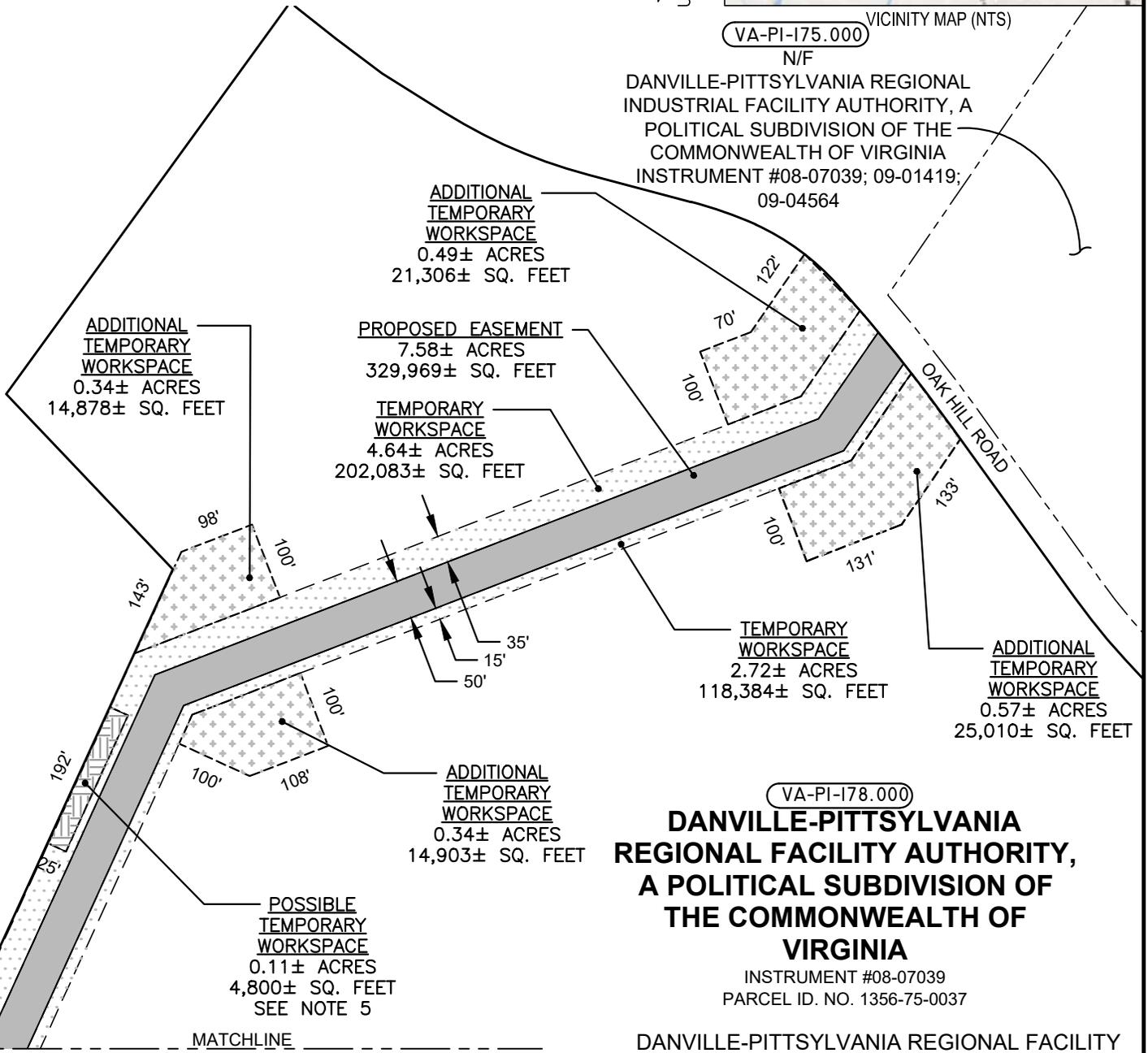
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4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



VA-PI-175.000
N/F

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
INSTRUMENT #08-07039; 09-01419; 09-04564



	sq. ft.	acres
AREA OF PROPOSED EASEMENT:	329,969±	7.58 ACRES
AREA OF TEMPORARY WORKSPACE:	320,467±	7.36 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	220,308±	5.06 ACRES
AREA OF POSSIBLE TEMPORARY WORKSPACE:	12,588±	0.29 ACRES

CENTERLINE OF EASEMENT: 6599.54 FEET 399.97 RODS

LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PROPOSED EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
DATE: _____

EASEMENT SURVEY
FOR MVP SOUTHGATE
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA

PIPELINE EASEMENT IN PROPERTY OF
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
BERRY HILL RD
VA-PI-178.000
INSTRUMENT #08-07039

VA-PI-178.000

Drawn By: MSF	Chk'd By: DD	App'd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Date: 4/20/20			Sheet: 1 OF 4	MVP Proj. No.

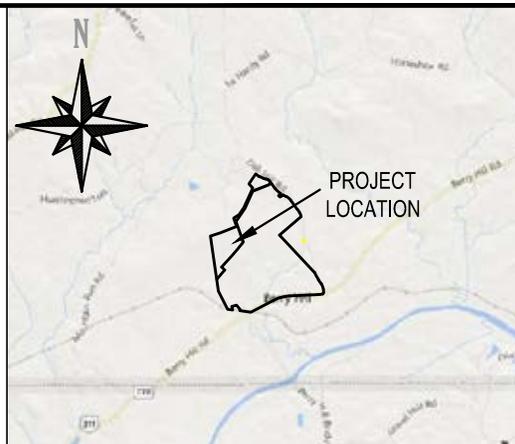
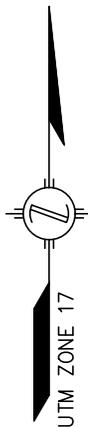
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No.	Date	Rev By	Description
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2	7/2/2020		UPDATED ROUTE

35 of 77
Checked

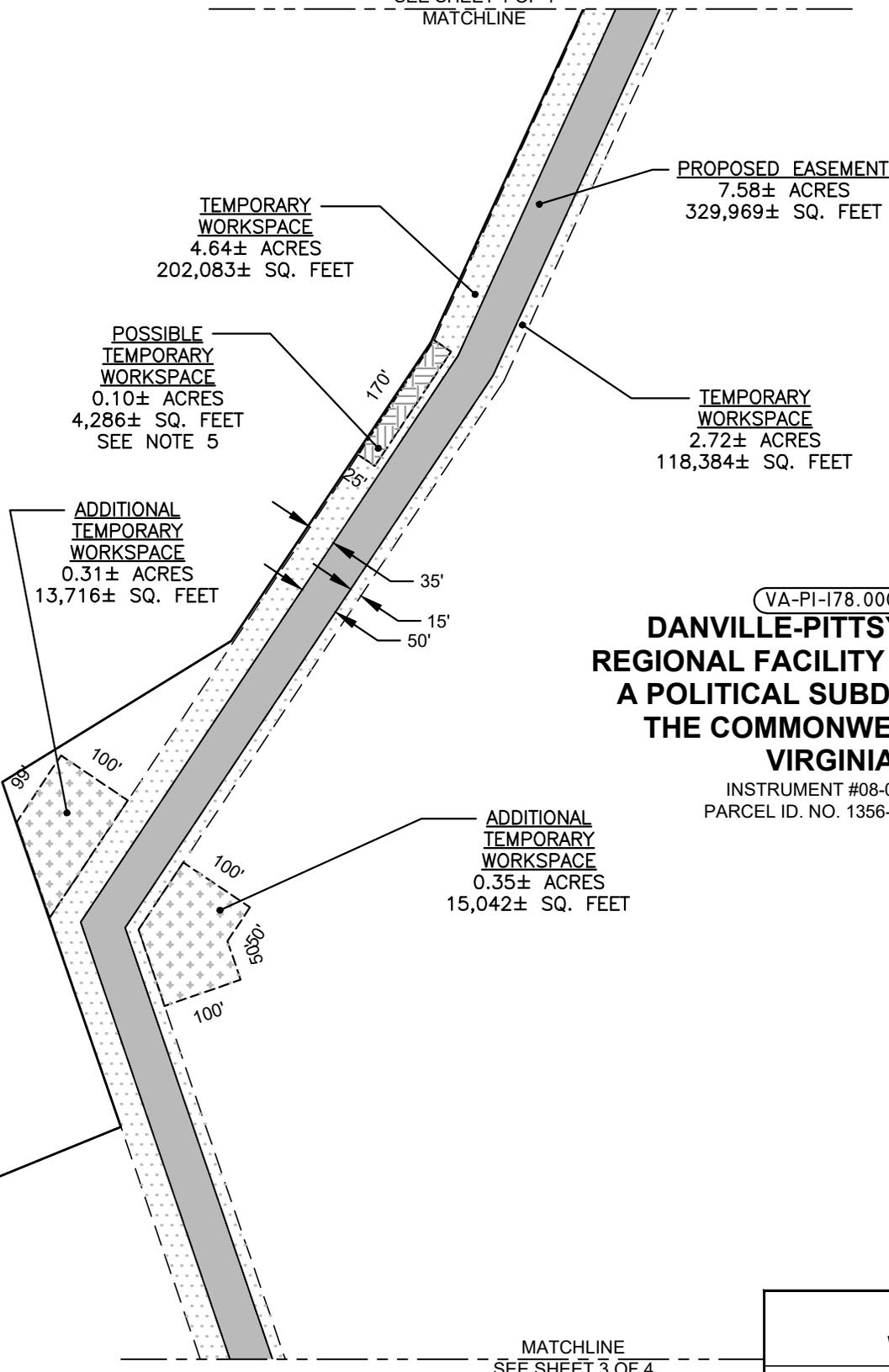
EXHIBIT A

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4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



VICINITY MAP (NTS)

SEE SHEET 1 OF 4
MATCHLINE



MATCHLINE
SEE SHEET 3 OF 4

(VA-PI-178.000)
**DANVILLE-PITTSYLVANIA
REGIONAL FACILITY AUTHORITY,
A POLITICAL SUBDIVISION OF
THE COMMONWEALTH OF
VIRGINIA**

INSTRUMENT #08-07039
PARCEL ID. NO. 1356-75-0037

LEGEND

	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PROPOSED EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____

DATE: _____

EASEMENT SURVEY
FOR MVP SOUTHGATE
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA



PIPELINE EASEMENT IN PROPERTY OF
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
BERRY HILL RD
VA-PI-178.000
INSTRUMENT #08-07039

VA-PI-178.000

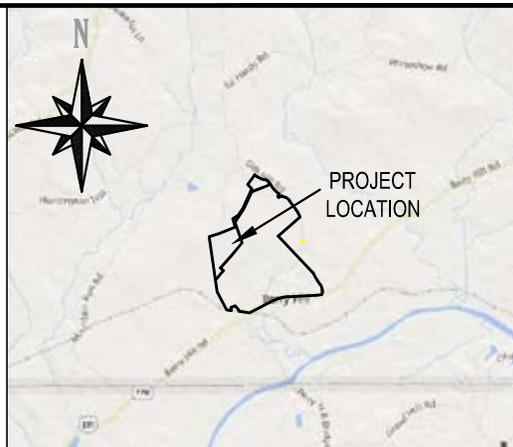
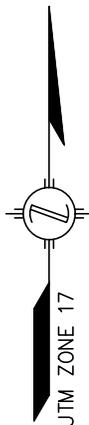
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Drawn Date: 4/20/20			Sheet: 2 OF 4	MVP Proj. No.



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No.	Date	Rev By	Description	Checked
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2	7/2/2020		UPDATED ROUTE	

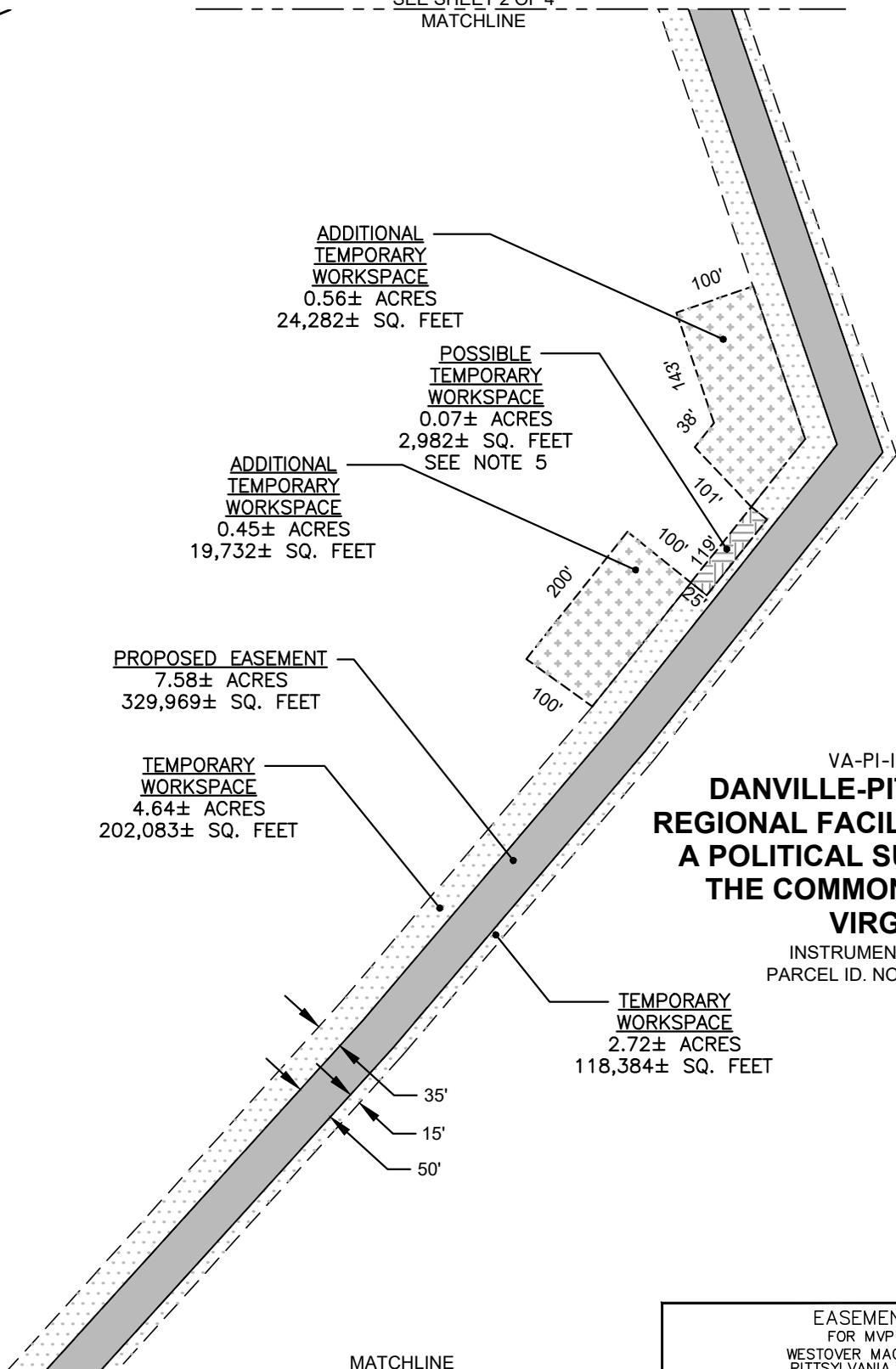
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VICINITY MAP (NTS)

SEE SHEET 2 OF 4
MATCHLINE



MATCHLINE
SEE SHEET 4 OF 4

VA-PI-178.000
**DANVILLE-PITTSYLVANIA
REGIONAL FACILITY AUTHORITY,
A POLITICAL SUBDIVISION OF
THE COMMONWEALTH OF
VIRGINIA**

INSTRUMENT #08-07039
PARCEL ID. NO. 1356-75-0037

LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PROPOSED EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____

DATE: _____

EASEMENT SURVEY
FOR MVP SOUTHGATE
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA



PIPELINE EASEMENT IN PROPERTY OF
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
BERRY HILL RD
VA-PI-178.000
INSTRUMENT #08-07039

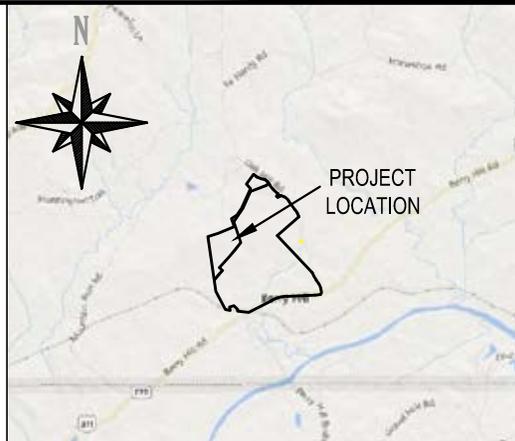
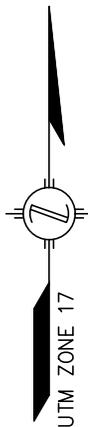
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REVISIONS				
No.	Date	Rev By	Description	Checked
1	4/20/2020		REMOVED AR	
2	7/2/2020		UPDTAED ROUTE	

EXHIBIT A

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**ADDITIONAL
TEMPORARY
WORKSPACE**
0.69± ACRES
30,058± SQ. FEET

SEE SHEET 3 OF 4
MATCHLINE

VICINITY MAP (NTS)

**ADDITIONAL
TEMPORARY
WORKSPACE**
0.72± ACRES
31,146± SQ. FEET

**POSSIBLE
TEMPORARY
WORKSPACE**
0.01± ACRES
520± SQ. FEET
SEE NOTE 5

**TEMPORARY
WORKSPACE**
4.64± ACRES
202,083± SQ. FEET

PROPOSED EASEMENT
7.58± ACRES
329,969± SQ. FEET

**TEMPORARY
WORKSPACE**
2.72± ACRES
118,384± SQ. FEET

**ADDITIONAL
TEMPORARY
WORKSPACE**
0.23± ACRES
10,000± SQ. FEET

**ADDITIONAL
TEMPORARY
WORKSPACE**
0.01± ACRES
236± SQ. FEET

VA-PI-179.000
N/F
MELISSA SIMS
HAIRSTON
DEED BOOK 108,
PAGE 364
CWF-150000010

VA-PI-178.000
**DANVILLE-PITTSYLVANIA
REGIONAL FACILITY AUTHORITY,
A POLITICAL SUBDIVISION OF
THE COMMONWEALTH OF
VIRGINIA**

INSTRUMENT #08-07039
PARCEL ID. NO. 1356-75-0037

LEGEND

	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PROPOSED EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____

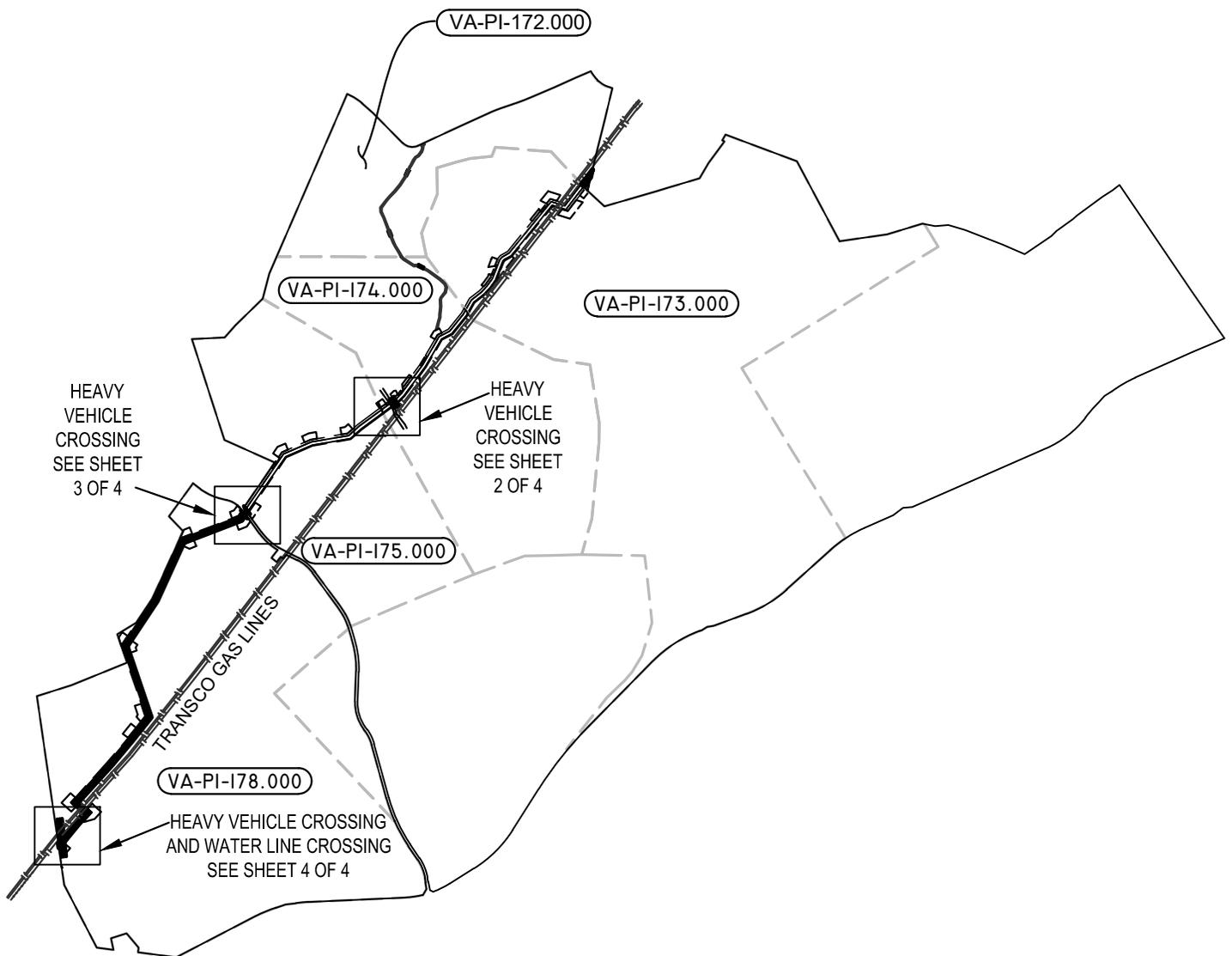
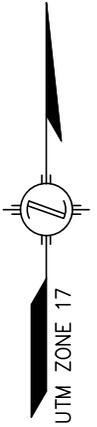
DATE: _____

EASEMENT SURVEY FOR MVP SOUTHGATE WESTOVER MAGISTERIAL DISTRICT PITTSYLVANIA COUNTY, VIRGINIA				
PIPELINE EASEMENT IN PROPERTY OF DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BERRY HILL RD VA-PI-178.000 INSTRUMENT #08-07039				
VA-PI-178.000				
Drawn By:	MSF	Chk'd By:	DD	App'd By:
Drawn Date:	4/20/20	Scale:	1"=200'	MVP Proj. No.
		TRC Proj. No.	300423	Sheet:
			4 OF 4	
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REVISIONS				
1	4/20/2020		REMOVED AR	
2	7/2/2020		UPDATED ROUTE	
No.	Date	Rev By	Description	Checked
				38 of 77

EXHIBIT A

NOTES

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5. TEMPORARY EASEMENT TO BE ACQUIRED.



HEAVY VEHICLE CROSSING
OVERVIEW MAP
SEE SHEETS 2-4 FOR DETAILS

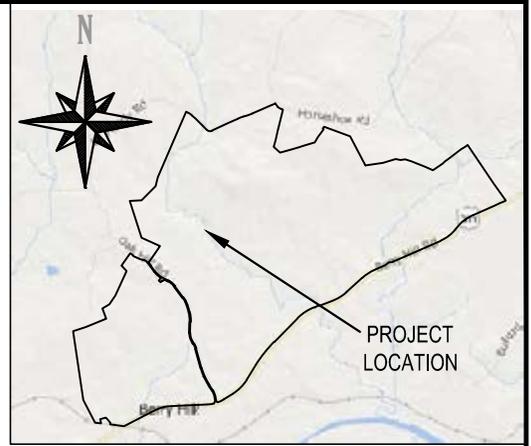
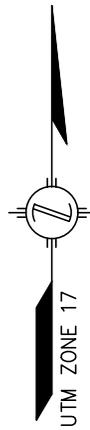
LAND OWNER INITIALS: _____
DATE: _____

HEAVY VEHICLE CROSSING FOR MVP SOUTHGATE WESTOVER MAGISTERIAL DISTRICT PITTSYLVANIA COUNTY, VIRGINIA				
HEAVY VEHICLE CROSSING IN PROPERTY OF DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BERRY HILL ROAD VA-PI-174.000, VA-PI-175.000 & VA-PI-178.000 INSTRUMENT #08-07039; 09-01419; 09-04564				
HEAVY VEHICLE CROSSINGS				
Drawn By:	DKD	Chk'd By:	DD	App'd By:
Drawn Date:	6/4/20			
TRC Proj. No.		300423		Scale:
Sheet:		1 OF 4		MVP Proj. No.
REVISIONS				
No.	Date	Rev By	Description	Checked

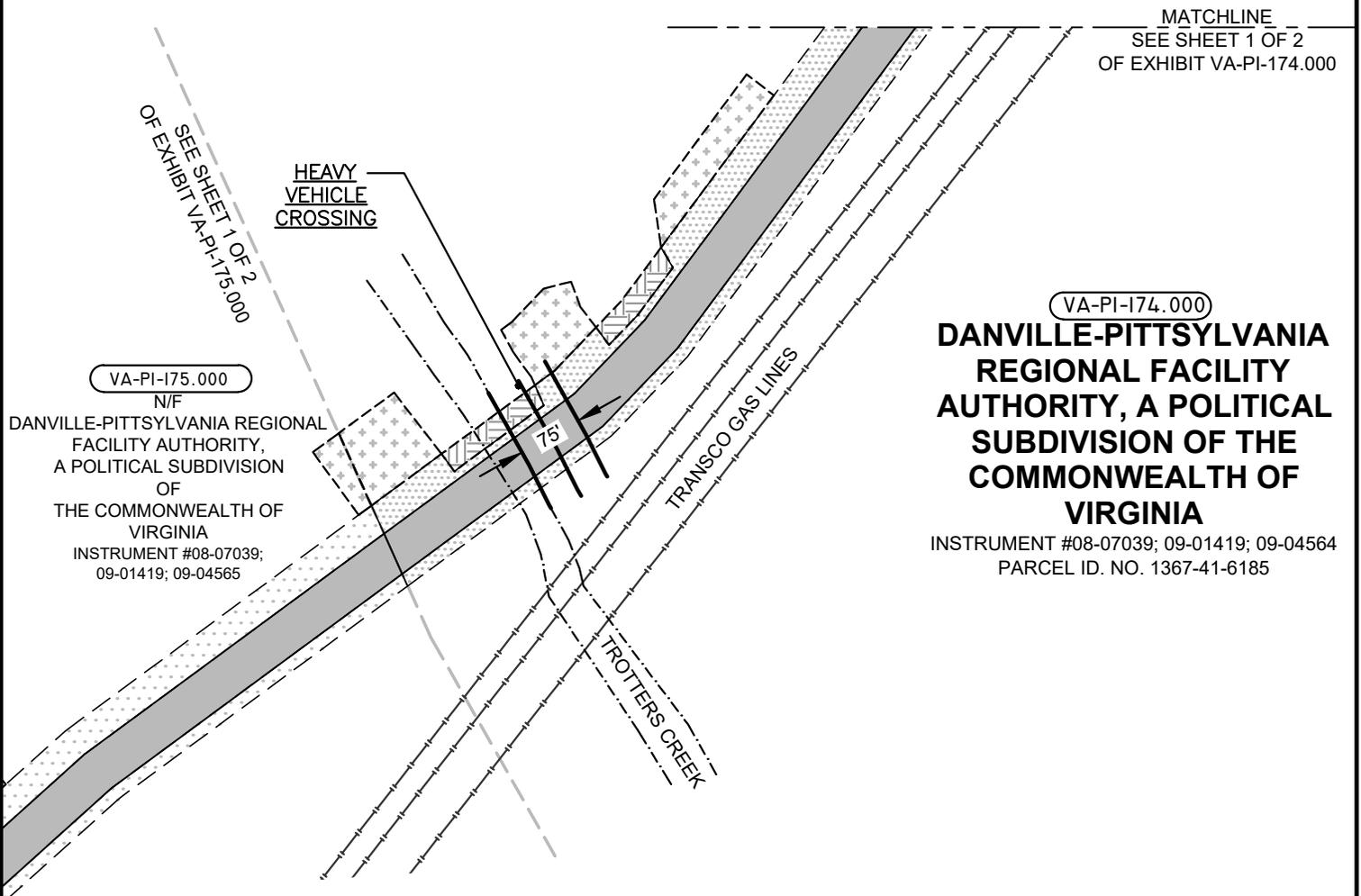
EXHIBIT A

NOTES

1. PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY.
2. THIS IS NOT A SURVEY PRODUCT.
3. THIS SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.
4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



VICINITY MAP (NTS)



LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PROPOSED EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

LAND
OWNER
INITIALS: _____
DATE: _____

SEE SHEET 1 OF 4 FOR OVERVIEW MAP

HEAVY VEHICLE CROSSING
FOR MVP SOUTHGATE
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA



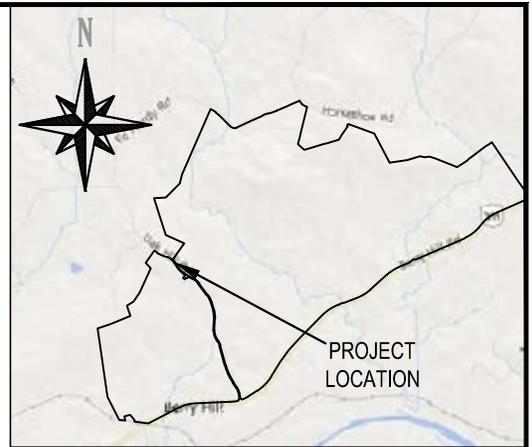
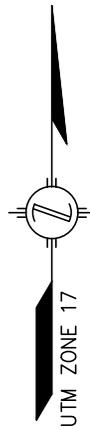
HEAVY VEHICLE CROSSING IN PROPERTY OF
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
BERRY HILL ROAD
VA-PI-174.000
INSTRUMENT #08-07039; 09-01419; 09-04564

HEAVY VEHICLE CROSSINGS				
Drawn By: DKD	Chk'd By: DD	App'd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Date: 6/4/20			Sheet: 2 OF 4	MVP Proj. No.
<p>GRAPHIC SCALE IN FEET</p>				
REVISIONS				
No.	Date	Rev By	Description	Checked

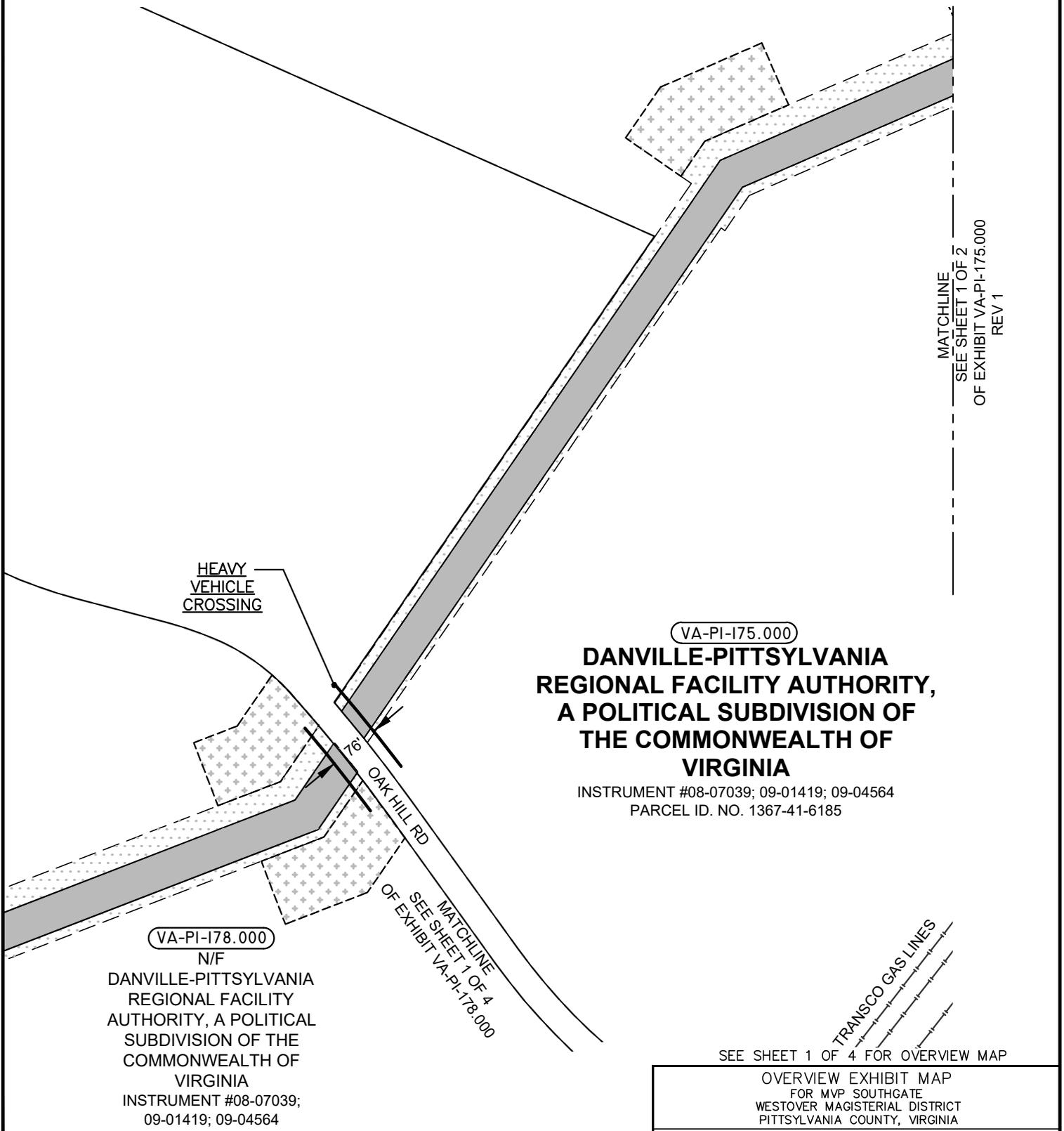
EXHIBIT A

NOTES

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VICINITY MAP (NTS)



LEGEND

	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PROPOSED EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
DATE: _____

OVERVIEW EXHIBIT MAP FOR MVP SOUTHGATE WESTOVER MAGISTERIAL DISTRICT PITTSYLVANIA COUNTY, VIRGINIA

OVERVIEW EXHIBIT MAP CROSSING IN PROPERTY OF DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BERRY HILL ROAD VA-PI-175.000 INSTRUMENT #08-07039; 09-01419; 09-04564

HEAVY VEHICLE CROSSINGS

Drawn By: DKD	Chk'd By: DD	Appd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Dgts: 6/24/20			Sheet: 3 OF 4	MVP Proj. No.

200 100 0 200
GRAPHIC SCALE IN FEET

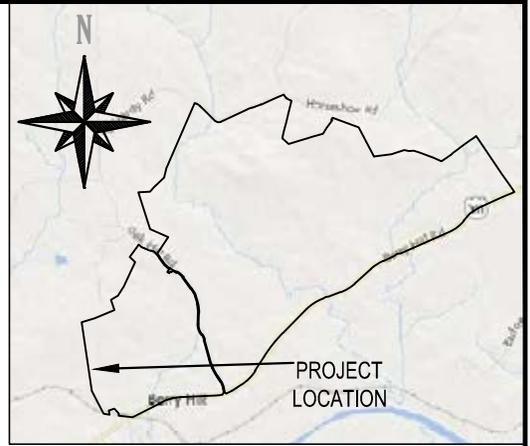
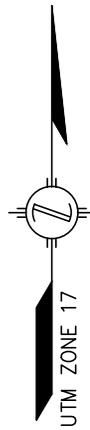
REVISIONS				
1	6/24/2020		REVISED VA-PI-175.000 TWS & ATWS	

No.	Date	Rev By	Description	41 of 77	Checked
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EXHIBIT A

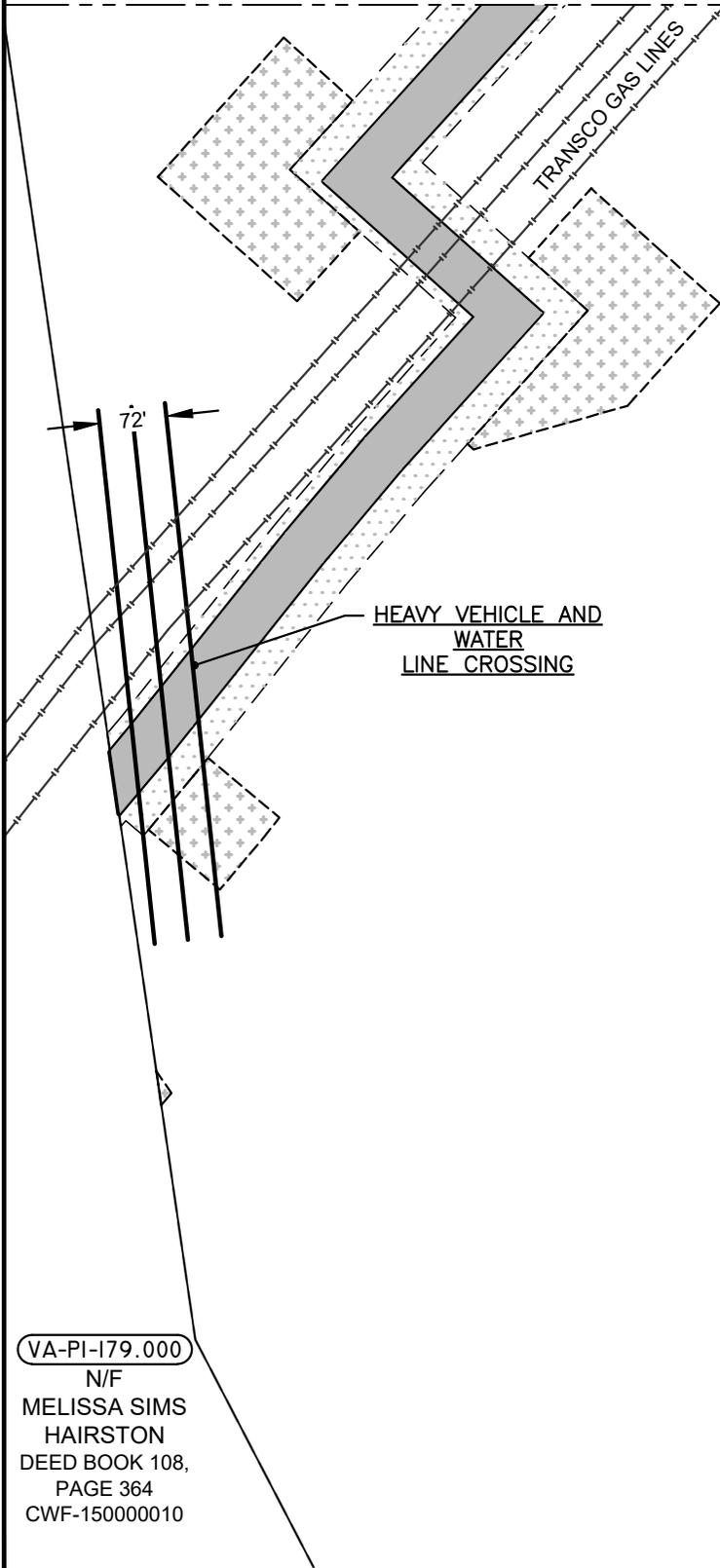
NOTES

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4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



MATCHLINE
SEE SHEET 3 OF 4
OF EXHIBIT VA-PI-178.000

VICINITY MAP (NTS)



VA-PI-179.000
N/F
MELISSA SIMS
HAIRSTON
DEED BOOK 108,
PAGE 364
CWF-150000010

VA-PI-178.000
**DANVILLE-PITTSYLVANIA
REGIONAL FACILITY AUTHORITY,
A POLITICAL SUBDIVISION OF
THE COMMONWEALTH OF
VIRGINIA**

INSTRUMENT #08-07039
PARCEL ID. NO. 1356-75-0037

LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PROPOSED EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

LAND OWNER INITIALS: _____
DATE: _____

SEE SHEET 1 OF 4 FOR OVERVIEW MAP

HEAVY VEHICLE CROSSING
FOR MVP SOUTHGATE
WESTOVER MAGISTERIAL DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA



HEAVY VEHICLE CROSSING IN PROPERTY OF
DANVILLE-PITTSYLVANIA REGIONAL FACILITY AUTHORITY, A
POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA
BERRY HILL ROAD
VA-PI-178.000
INSTRUMENT #08-07039

HEAVY VEHICLE CROSSINGS				
Drawn By: DKD	Chk'd By: DD	App'd By:	TRC Proj. No. 300423	Scale: 1"=200'
Drawn Date: 6/4/20			Sheet: 4 OF 4	MVP Proj. No.
REVISIONS				
No.	Date	Rev By	Description	Checked

42 of 77

THIS PREPAID RELEASE AGREEMENT (this “Agreement”) dated that ____ day of _____, 20____, is by and between **Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an address of 2200 Energy Drive, Suite 200, Canonsburg, PA 15317 (“Grantee”), (“MVP”) and **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, with an address of P.O. Box 3300, Danville, VA 24543-3300 (“Landowner”).

1. MVP intends to cause to be laid, constructed, and turned into operation a Pipeline and Temporary Access Roads across that certain tract or parcel of real property owned by Landowner, being the land acquired by Landowner in deeds dated **October 17, 2008, March 13, 2009 and August 3, 2009**, recorded in the Office of the County Clerk of **Pittsylvania** County, Virginia, and containing **2,710.22** acres more or less (the “property”).

2. In consideration of **Three Hundred Thousand and 00/100 Dollars (\$300,00.00)** (the “Sum”) paid by MVP to Landowner, Landowner releases MVP (including its officers, directors, employees, subsidiaries, agents, attorneys, representatives, affiliates, sister companies, parent companies, insurers, assigns, predecessors, successors, and affiliated persons or entities) from any claims for surface damages (including timber and crops) that arise from or relate to the construction and laying of the pipeline and its related equipment, appurtenances, facilities and infrastructure on the property.

3. This Agreement shall benefit and be binding upon MVP and Landowner and their successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Virginia. The terms of this Agreement shall be confidential and Landowner shall not disclose the same to any other person or entity without prior written consent of MVP, except as required by law or Court order. MVP’s execution of this Agreement is not an admission of liability or wrongdoing. The parties have had opportunity to seek advice of legal counsel in the negotiation of this Agreement, and this Agreement shall not be construed in favor of or against any party. If any of the provisions of this Agreement are held by a court to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable. Landowner shall not object to ordinary permit filings or applications made by MVP in connection with the pipeline or any related improvements or facilities, nor interfere with the lawful activities of MVP or its contractors or agents on the property. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, and collectively shall be deemed one single agreement.

**DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL
FACILITY AUTHORITY, a
political subdivision of the
Commonwealth of Virginia**

By: _____
Robert W. Warren, Chairman

**Mountain Valley Pipeline LLC
By: EQM GATHERING OPCO, LLC – Operator**

By: _____
**Kevin J. Wagner
Its: Attorney-in-Fact**

**ADDENDUM
(LAND OPERATION WORKSHEET)**

Agreement Pursuing: Easement (PERM) **Pipeline Footage:** 14,307 **Parcel ID #:** 1356-75-0037
1367-41-6185
Landowner: DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia **Land Agent:** Michael Leonard

As additional consideration for the execution of a Prepaid Release and a Right of Way and Easement Agreement (the “ROW Agreement”), dated _____, 2020 between MOUNTAIN VALLEY PIPELINE, LLC (“MVP”) and Landowner (as the same are defined below), the parties agree that during or promptly after MVP’s initial construction of the Pipeline (as defined in the ROW Agreement), MVP will undertake the following actions:

1. All brush, tree tops and slash less than 8” in diameter that MVP cuts during construction in the easement area shall be **promptly mulched, burned and/or removed from** the easement area by MVP (at its option), subject to local ordinances and other regulatory agencies.
2. All trees over 8” in diameter that MVP cuts during construction in the easement area shall be **promptly removed from** the easement area.
3. All tree stumps that MVP creates by cutting trees during its construction on the easement area will be ground to surface level or removed by MVP (at its option), subject to local ordinances and other regulatory agencies.
4. In crop fields (if any) that the easement area crosses, all stones that are 4” in diameter or larger in the easement area will be buried on the easement area or removed by MVP (at its option).
5. Residential lawns (if any) that the easement area crosses will be restored to the condition they were in prior to initial construction, hand raked, limed, fertilized, mulched and reseeded with lawn seed.
6. The surface of the easement area will be restored to its original contour, limed, fertilized, seeded and mulched in accordance with the Project’s Erosion & Sediment Control Plan.

In the event that MVP does not undertake construction of the pipeline/facility project, or use the stated access road for construction of said pipeline that is the subject of this Addendum on the Surface Owner’s property (as described in the Release), Surface Owner shall be entitled to keep the damage payment already made to Surface Owner; however, any and all other obligations of MVP, under this Addendum (including as an example, but in no way limited to, obligations to set gates, repair roads, erect fences, or set culverts) shall be null and void.

Executed as of the date of the Prepaid Release and ROW Agreement(s):

LANDOWNER:

MOUNTAIN VALLEY PIPELINE, LLC

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

**Mountain Valley Pipeline LLC
By: EQM GATHERING OPCO, LLC – Operator**

**By: _____
Kevin J. Wagner
Its: Attorney-in-Fact**

**By: _____
Robert W. Warren, Chairman**

Tract Nos: VA-PI-172.000, et al.
State: Virginia

Date: _____
County: Pittsylvania

ORDER OF PAYMENT

For and in consideration of the execution of that certain Pipeline Right of Way Agreement and Prepaid Release Agreement, dated _____, 20____, by and between **DANSVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia as Grantor, and Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an address of 2200 Energy Drive, Suite 200, Canonsburg, PA 15317 as Grantee. Grantee hereby agrees to pay or mail payment in the amount of **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** to Grantor by December 30, 2020. If such payment is not received within the designated time period, Grantors should inform Mountain Valley Pipeline LLC, of such fact. Mountain Valley Pipeline LLC, shall then have fifteen (15) days after receipt of notification to make such payment, or the Right of Way and Easement shall be null and void. All reportable payments are subject to a 28% Federal Backup Withholding Tax should your Social Security Number not be provided. This tax will be deducted from your payment and is non-refundable.

Signed:

GRANTOR(S):

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

By: _____
Robert W. Warren, Chairman

GRANTEE:

Mountain Valley Pipeline LLC
By: **EQM GATHERING OPCO, LLC – Operator**

By: _____

Kevin J. Wagner Its: Attorney-in-Fact

Amount of ROW: **\$450,000.00**
Amount of Damages: **\$300,000.00**
Total Amount Paid: **\$750,000.00**

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5B
Meeting Date:	August 10, 2020
Subject:	Financial Status Reports – July 31, 2020
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through July 31, 2020 will be provided at the meeting. The financial status reports as of July 31, 2020 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of July 31, 2020 as presented.

ATTACHMENTS

Financial Status Reports

**Danville - Pittsylvania Regional Industrial Facility
Authority**

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2020
- C. General Expenditures for FY2021
- D. Mega Park – Funding Other than Bond Funds
- E. Berry Hill Mega Park – Lot 4 Site Development
- F. Berry Hill Mega Park – Lot 8 Site Development
- G. Berry Hill Mega Park – Water & Sewer
- H. Rent, Interest, and Other Income Realized FY2020
- I. Rent, Interest, and Other Income Realized FY2021
- J. Monthly Checks
- K. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

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

As of July 31, 2020

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}	79,861.46	50,001.62	29,859.84	
Land	-	2,792,945.57	-	
Demolition services	71,261.62	71,261.62	-	
Legal fees	-	247,837.83	-	
CCC - Lots 3 & 9 project - RIFA Local Share ⁶	142,190.00	112,464.98	-	
Other expenditures	-	347,194.30	-	
Total	\$ 7,578,582.12	\$ 7,548,722.28	\$ 29,859.84	\$ (0.00)

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 2020

As of July 31, 2020

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>	
Funding						
City Contribution	\$ 25,000.00					
County Contribution	25,000.00					
Carryforward from FY2019	4,434.23					
Transfer from Unrestricted Fund Balance	260,000.00					
Contingency						
Miscellaneous contingency items		\$ 24,154.23	\$ 23,297.55	\$ -	\$ 856.68	
Total Contingency Budget		24,154.23	23,297.55	-	856.68	
Legal		260,000.00	277,157.93	-	(17,157.93)	
Accounting		22,175.00	21,750.00	-	425.00	
Annual Bank Fees		605.00	-	-	605.00	
Postage & Shipping		100.00	-	-	100.00	
Meals		4,000.00	3,728.72	-	271.28	
Utilities		400.00	368.40	-	31.60	
Insurance		3,000.00	2,337.00	-	663.00	
Total		\$ 314,434.23	\$ 314,434.23	\$ 328,639.60	\$ -	\$ (14,205.37)

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2021

As of July 31, 2020

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
City Contribution	\$ 25,000.00				
County Contribution	25,000.00				
Carryforward from FY2020					
Transfer from Unrestricted Fund Balance	200,000.00				
Contingency					
Miscellaneous contingency items		\$ 20,100.00	\$ 75.00	\$ -	\$ 20,025.00
Total Contingency Budget		20,100.00	75.00	-	20,025.00
Legal		200,000.00		-	200,000.00
Accounting		22,400.00		-	22,400.00
Annual Bank Fees		-		-	-
Postage & Shipping		100.00		-	100.00
Meals		4,000.00		-	4,000.00
Utilities		400.00		-	400.00
Insurance		3,000.00	2,353.00	-	647.00
Total		\$ 250,000.00	\$ 2,428.00	\$ -	\$ 247,572.00

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of July 31, 2020

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 Comm. 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				
TIC #2264 - Phase II Land and Engineering	3,700,000.00				
VA Economic Development Partnership MEI Grant Funds	577,503.14				
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	-	
401 Buford Road		246,082.96	246,082.96	-	
Off State Road 1055		181,890.19	181,890.19	-	
604 Buford Road		361,896.60	361,896.60	-	
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	-	
Dewberry Engineers (related to #2264)		784,500.00	160,500.00	624,000.00	
Dewberry Engineers		78,950.00	70,650.00	8,300.00	
Appalachian Power Company		1,655,000.00	380,000.00	1,275,000.00	
Banister Bend Farm, LLC		-	199,064.00	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 18,509,027.97	\$ 17,539,844.58	\$ 15,828,637.87	\$ 1,910,270.71	\$ 770,119.39

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
Southern Virginia Megasite at Berry Hill - Lot 4 Site Development
As of July 31, 2020

Funding	Funding	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
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.		1,707,562.81	1,707,562.81	-	
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.		77,027.64	77,027.64	-	
Banister Bend Farm, LLC - Wetland and Stream Credits		122,968.00	122,968.00	-	
DEQ - Construction Activity General Permit		11,860.00	11,860.00	-	
Haymes Brothers, Inc. - Construction on Phase 1 Graded Pad		4,243,151.21	4,243,151.21	-	
Haymes Brothers, Inc. - Phase 1 Pad A Extension/Expansion		1,679,616.90	1,628,778.27	50,838.63	
 Transfers to "General Expenditures Fiscal Year 2015" Contingency ³					
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	 \$ 7,900,026.56	 \$ 7,849,187.93	 \$ 50,838.63	 <u><u>\$ 329.59</u></u>

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

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

³ As approved by RIFA Board on 10/16/2014 (\$108,603.35 of expenditures for Dewberry Engineers, Inc. was also transferred from remaining unexpended and unencumbered costs under Amendment #4)

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Lot 8 Site Development

As of July 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #3358 Site Improvements for Project Lignum					
Tobacco Commission Grant	\$ 2,624,800.00				
Expenditures					
Dewberry Engineers Inc.		89,300.00	82,800.00	6,500.00	
Total	\$ 2,624,800.00	\$ 89,300.00	\$ 82,800.00	\$ 6,500.00	<u>\$ 2,535,500.00</u>

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of July 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #2641 Phase I Sanitary Sewer					
Tobacco Commission Grant 2641	\$ 4,840,977.86				
Local Match for Contractual Services	274,926.43				
Local Match for Property & Imp.	262,960.00				
TIC #3011 Water System Improvements Phase II					
Tobacco Commission Grant 3011	2,241,567.00				
Local Match for Property & Imp.	224,160.00				
City of Danville Utilities	1,949,168.76				
Expenditures					
Dewberry Engineers Inc.		1,019,764.99	675,059.99	344,705.00	
Haymes Brothers, Inc. - Phase I Sanitary Sewer		5,092,668.30	5,092,668.30	-	
Haymes Brothers, Inc. - Phase I Sanitary Sewer (City)		1,335,128.76	-	1,335,128.76	
C.W. Cauley & Son - Phase 1 Water		1,843,540.00	950,565.25	892,974.75	
Norfolk Southern Railway Company		22,300.00	22,300.00	-	
Pittsylvania County Service Authority		1,475.00	1,475.00	-	
Treasurer of Virginia		7,900.00	7,900.00	-	
AECOM		5,000.00	5,000.00	-	
BH Media Group, Inc.		296.00	296.00	-	
Danville Register & Bee		600.00	600.00	-	
Total	\$ 9,793,760.05	\$ 9,328,673.05	\$ 6,755,864.54	\$ 2,572,808.51	\$ <u>465,087.00</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Rent, Interest, and Other Income Realized for Fiscal Year 2020
As of July 31, 2020

<i>Source of Funds</i>	<u>Funding</u>		<u>Expenditures</u> <u>FY2020</u>	<u>Unexpended /</u> <u>Unencumbered</u>
	<u>Carryforward</u> <u>from FY2019</u>	<u>Receipts</u> <u>Current</u> <u>Month</u>		
<i>Carryforward</i>	\$ 726,050.44			
<i>Current Lessees</i>				
Institute for Advanced Learning and Research (IALR) ¹			\$ 304,950.00	
Mountain View Farms of Virginia, L.C.			1,200.00	
Osborne Company of North Carolina, Inc.			1,000.00	
Capital Outdoor, Inc.			4,000.00	
<i>Total Rent</i>		\$ -	\$ 311,150.00	
<i>Interest Received</i> ²		\$ 74.94	\$ 5,457.37	
<i>Miscellaneous Income</i>			\$ 967,911.95	
<i>Expenditures</i>				
Hawkins Research Bldg. Property Mgmt. Fee			\$ 304,950.00	
Transfer to General Expenditures budget			\$ 260,000.00	
Disbursements for Gerfertec incentives			\$ 33,834.68	
Disbursements for Harlow Fastech incentives			\$ 367,214.98	
Refunded fees			\$ 10,000.00	
<i>Totals</i>	\$ 726,050.44	\$ 74.94	\$ 1,284,519.32	\$ 975,999.66
				\$ 1,034,570.10
				Restricted ¹ \$ 313,695.06
				Unrestricted \$ 221,530.73
				Committed \$ 499,344.31

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 2021

As of July 31, 2020

<i>Source of Funds</i>	<u>Funding</u>		<u>Expenditures</u> <u>FY2021</u>	<u>Unexpended /</u> <u>Unencumbered</u>
	<u>Carryforward</u> <u>from FY2020</u>	<u>Receipts</u> <u>Current</u> <u>Month</u>		
<i>Carryforward</i>	\$ 1,034,570.10			
<i>Current Lessees</i>				
Institute for Advanced Learning and Research (IALR) ¹		\$ 25,412.50	\$ 25,412.50	
<i>Total Rent</i>		\$ 25,412.50	\$ 25,412.50	
<i>Interest Received</i> ²				
<i>Miscellaneous Income</i>		\$ 1,057.00	\$ 1,057.00	
Expenditures				
Transfer to General Expenditures budget			\$ 200,000.00	
Disbursements for Gerfertec incentives			\$ 2,114.67	
Totals	<u>\$ 1,034,570.10</u>	<u>\$ 26,469.50</u>	<u>\$ 26,469.50</u>	<u>\$ 202,114.67</u>
			Restricted ¹	\$ 339,107.56
			Unrestricted	\$ 20,473.06
			Committed	\$ 499,344.31

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 Ind. Facility Authority
Check Detail
July 2020

Check Number	Date	Vendor Name	Paid Amount
WIRE	07/20/2020	City of Danville	253,380.00
WIRE	07/20/2020	City of Danville	30.70
1068	07/13/2020	Dewberry Engineers Inc.	1,875.00
1069	07/13/2020	Christian & Barton, LLP	5,214.00
2339	07/13/2020	IALR	2,114.67
2340	07/13/2020	IALR	236.35
2341	07/13/2020	IALR	25,412.50
2342	07/13/2020	Luck's Lawn Care Inc.	75.00
2343	07/13/2020	Trophy & Sign Center	20.00
2344	07/13/2020	Susan DeMasi	16.36
2345	07/13/2020	Virginia Risk Sharing Association	2,353.00
2346	07/13/2020	Dewberry Engineers Inc.	85,365.00
2347	07/13/2020	Haymes Brothers, Inc	687,257.19
2348	07/13/2020	Christian & Barton, LLP	26,940.00

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position^{1,2}
July 31, 2020*

	Unaudited FY 2021
Assets	
<i>Current assets</i>	
Cash - checking	\$ 610,614
Cash - money market	455,949
<i>Total current assets</i>	1,066,563
<i>Noncurrent assets</i>	
Restricted cash - project fund CCC bonds	36,360
Restricted cash - debt service fund CCC bonds	37,374
Capital assets not being depreciated	23,832,535
Capital assets being depreciated, net	22,505,505
Construction in progress	14,628,421
<i>Total noncurrent assets</i>	61,040,195
Total assets	62,106,758
Liabilities	
<i>Current liabilities</i>	
Unearned income	3,475
Bonds payable - current portion	444,740
<i>Total current liabilities</i>	448,215
<i>Noncurrent liabilities</i>	
Bonds payable - less current portion	1,675,000
<i>Total noncurrent liabilities</i>	1,675,000
Total liabilities	2,123,215
Net Position	
Net investment in capital assets	58,883,081
Restricted - debt reserves	37,374
Unrestricted	1,063,088
Total net position	\$ 59,983,543

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

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

*Please note these statements are for the period ended July 31, 2020 as of July 28, 2020, the date of preparation. Due to statement preparation occurring in close proximity to month-end, these statements may not include some pending adjustments for the period.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
July 31, 2020*

	Unaudited FY 2021
Operating revenues	
Rental income	25,412
Total operating revenues	25,412
Operating expenses ⁴	
Mega Park expenses ³	781,161
Cane Creek Centre expenses ³	13,206
Cyber Park expenses ³	28,606
Professional fees	11,205
Other operating expenses	2,732
Total operating expenses	836,910
Operating income (loss)	(811,498)
Net income (loss) before capital contributions	(811,498)
Capital contributions	
Contribution - City of Danville	25,000
Contribution - Pittsylvania County	26,057
Total capital contributions	51,057
Change in net position	(760,441)
Net position at July 1, 2020	60,743,984
Net position at July 31, 2020	\$ 59,983,543

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 FY2020 entries are made and may also change depending on audit adjustments, if any, for FY2020 and the nature of those audit adjustments.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
*July 31, 2020**

	<u>Unaudited FY 2021</u>
Operating activities	
Receipts from leases	25,412
Payments to suppliers for goods and services	(836,910)
Net cash used by operating activities	<u>(811,498)</u>
Capital and related financing activities	
Capital contributions	51,057
Net cash provided by capital and related financing activities	<u>51,057</u>
Net increase (decrease) in cash and cash equivalents	(760,441)
Cash and cash equivalents - beginning of year (including restricted cash)	<u>1,900,738</u>
Cash and cash equivalents - through July 31, 2020 (including restricted cash)	<u>\$ 1,140,297</u>
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (811,498)
Net cash used by operating activities	<u>\$ (811,498)</u>

Components of cash and cash equivalents at July 31, 2020:	
American National - Checking	\$ 610,614
American National - General money market	455,949
Wells Fargo - \$7.3M Bonds CCC Debt service fund	37,374
Wells Fargo - \$7.3M Bonds CCC Project fund	36,360
	<u>\$ 1,140,297</u>

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 7A
Meeting Date:	08/10/2020
Subject:	Resolution 2020-08-10-7A
From:	Michael C. Guanzon, Legal Counsel to the Authority

SUMMARY

The Board will be asked to consider Resolution 2020-08-10-7A, recommending the City and County each adopt an Amended and Restated Cost-Revenue Sharing Agreement.

ATTACHMENTS

Resolution

Exhibit

Resolution No. 2020-08-10-7A

A RESOLUTION RECOMMENDING TO THE CITY COUNCIL OF DANVILLE, VIRGINIA AND THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA THAT THEY EACH ADOPT AN AMENDED AND RESTATED COST-REVENUE SHARING AGREEMENT IN ORDER TO ENHANCE THE AUTHORITY'S ABILITY TO FURTHER DEVELOP ITS FACILITIES AND TO PROMOTE ECONOMIC GROWTH

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

WHEREAS, the City of Danville, Virginia (the “**City**”) and the County of Pittsylvania, Virginia (the “**County**”) (the City and the County, collectively, the “**Member Localities**”) initially executed that certain Agreement for Cost Sharing and Revenue Sharing Between the City of Danville, Virginia and Pittsylvania County, Virginia, dated October 2, 2001 (the “**Cost-Revenue Agreement**”), which establishes the respective rights and obligations of the Member Localities and provides for revenue and economic growth-sharing arrangements with respect to tax revenues and other income and revenues generated by any facility owned by the Authority; and

WHEREAS, the Authority recommends that the Member Localities amend and restate the Cost-Revenue Agreement (the “**Updated Agreement**”) substantially in the form attached hereto and incorporated herein by this reference as **Exhibit A**, in order to enhance the Authority's ability to further develop its facilities and to promote economic growth; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of the County and the City, for the Authority to recommend to each of the Member Localities that the Cost-Revenue Agreement be amended and restated, in substantially the same form as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby recommends to each of the Member Localities to consider amending and restating the Cost-Revenue Agreement, in substantially the same form as **Exhibit A**, in order to enhance the Authority's ability to further develop its facilities and to promote economic growth.
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 Updated Agreement and the matters contemplated therein or related thereto on or before the date of this Resolution is adopted.
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 regular meeting duly called and held on August 10, 2020, 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 10th day of August 2020.

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

(SEAL)

Resolution No. 2020-08-10-7A

Exhibit A

(Amended and Restated Cost Revenue Sharing Agreement)

AMENDED AND RESTATED COST AND REVENUE SHARING AGREEMENT

THIS AMENDED AND RESTATED COST AND REVENUE SHARING AGREEMENT (this "**Agreement**"), made and entered into as of the 1st day of January 2020, by and between the **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation (the "**City**"); and the **COUNTY OF PITTSYLVANIA, VIRGINIA** (the "**County**"), a political subdivision of the Commonwealth of Virginia;

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. - Recitals. The parties recite the following facts:

a. The City and the County entered into that certain Agreement for Cost Sharing and Revenue Sharing dated October 2, 2001, first amended on November 6, 2008, and last amended on June 29, 2012 (the "**Cost and Revenue Sharing Agreement**"), in accordance with the Virginia Regional Industrial Facilities Act, Virginia Code §§ 15.2-6400 *et seq.*, as amended (the "**Act**"), as a revenue and economic growth-sharing arrangement with respect to tax revenues and other income and revenues generated by any facility owned by a regional industrial facility authority.

b. As authorized by the Act and in connection with the Cost and Revenue Sharing Agreement, the City and the County formed the Danville-Pittsylvania Regional Industrial Facility Authority ("**RIFA**"), a political subdivision of the Commonwealth of Virginia, with each of them being the only member localities and each of them holding an equal interest.

c. As of the date hereof, each party has confirmed its respective findings that (i) the economic growth and development of its own locality and the comfort, convenience and welfare of its own citizens require the development of facilities; (ii) joint action through RIFA will facilitate the development of the needed facilities, and (iii) the Cost and Revenue Sharing Agreement between the parties is essential for such development.

d. Since RIFA's formation, the City and the County have financially supported the development and operations of RIFA's facilities and other projects in accordance with the Cost and Revenue Sharing Agreement. In further support of RIFA and its ability to develop and to operate the needed facilities, the parties enter into this Agreement to amend, to update and to restate their respective obligations and rights under the Cost and Revenue Sharing Agreement as authorized by the Act under the terms and conditions set forth below.

Section 2. - Creation of Danville-Pittsylvania Regional Industrial Facility Authority.

The parties have established a regional industrial facility authority through the adoption of respective ordinances, as allowed by and in compliance with the Act. The terms and duties of the members of the Board of Directors are specified in such ordinances, the Act and RIFA's bylaws. The regional industrial facility authority of which each party is a member locality is and shall be named the "**Danville-Pittsylvania Regional Industrial Facility Authority**" (the "**RIFA**" or the "**Authority**").

Section 3. - Definitions.

- a. "**Act**" shall have the same meaning set forth in Section 1(a) above.
- b. "**Additive Member Locality**" shall have the same meaning set forth in Section 4(c) below.
- c. "**Agreement**" shall mean this Agreement or the Cost and Revenue Sharing Agreement as hereby amended and restated.
- d. "**Authority**" (or "**RIFA**") shall have the same meaning set forth in Section 2 above or in Section 2(s) below, or the Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia.
- e. "**Authority Facility**" (or "**Authority Facilities**") shall mean any industrial project of the Authority as agreed by all the Member Localities, including without limitation The Cyber Park located in the City, the Cane Creek Centre Industrial Park located in the County and the City, and the Southern Virginia Megasite at Berry Hill Industrial Park located in the County.
- f. "**City**" shall mean the City of Danville, Virginia, a Virginia municipal corporation.
- g. "**County**" shall mean Pittsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia.
- h. "**Dissolution of Authority**" shall be mean the procedures and division of assets in connection with the dissolution of a regional industrial facility authority as set forth in Virginia Code § 15.2-6415, as amended.
- i. "**Facility Generated Income and Revenues**" shall mean any and all identifiable tax revenues generated from property owned currently or at some time by the Authority, which may have been sold, leased, conveyed or transferred to any third party.

j. **"Grant Applicant Member Locality"** shall have the same meaning set forth in Section 7 below.

k. **"Host Locality"**, with respect to a specific Authority Facility, shall be defined as the Member Locality in which that Authority Facility is physically located.

l. **"Member"** or **"Member Locality"** shall mean a member locality of the Authority. As of the date of this Agreement, Member or Member Locality shall include the City, the County and no other.

m. **"Member Controversy"** shall mean a controversy or claim arising of or related to this Agreement or a breach or alleged breach hereof.

n. **"Member Locality Obligation"** shall have the same meaning set forth in Section 16 below.

o. **"Member Share"** or **"Member Shares"** shall mean the following percentages: (i) for the City, fifty percent (50%); and (ii) for the County, fifty percent (50%).

p. **"Non-Appropriating Member Locality"** shall have the same meaning set forth in Section 16 below.

q. **"Non-Host Locality"** shall be defined as the Member or Member Locality that is not the Host Locality.

r. **"Recruitment Incentives"** shall have the same meaning set forth in Section 4(c) below.

s. **"RIFA"** (or **"Authority"**) shall have the same meaning set forth in Section 2 or 3(d) above, or the Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia.

t. **"Unequal Share Project"** shall mean an Authority Facility that has been designated by an Unequal Share Project Resolution (as defined below) to have any one or more of the following: (i) unequal contributions by the Members, (ii) different schedule under which such contributions are due; (iii) unequal distributions of Facility Generated Income and Revenues subject to this Agreement, or (iv) unequal schedule, duration or both of such distributions to the Members.

u. **"Unequal Share Project Resolution"** shall mean a resolution of the Authority, passed by unanimous vote of its Board of Directors, that designates a specific Authority Facility to be an Unequal Share Project. The Unequal Share Project Resolution, at a minimum, shall

specify (1) the percentages or fixed dollar amounts of the respective contributions by the Members for that Authority Facility; (2) the schedule under which the contribution or contributions are to be due from each Member for that Authority Facility; (3) the unequal percentages or fixed dollar amounts to be applied to Facility Generated Income and Revenues associated with that Authority Facility under this Agreement; and (4) the schedule and duration of such application for that Authority Facility. Prior to passing an Unequal Share Project Resolution, the Board of Directors of the Authority shall have considered the potential impact upon the calculation of true values as applied to the Commonwealth of Virginia's composite index of local ability-to-pay as contemplated in Virginia Code § 15.2-6407(B) [2019 Va. Acts, ch. 354 (to be codified at VA. CODE ANN. § 15.2-6407) (effective July 1, 2021)]. The fact that the effective date of Virginia Code § 15.2-6407(B) is July 1, 2021, shall not relieve the Board of Directors of the Authority from having to consider such potential impact prior to passing the Unequal Share Project Resolution.

v. **"Utility Extension Costs"** shall have the same meaning set forth in Section 4(d) below.

Section 4. - Project Costs; Contributions.

a. Generally. Except as provided in Section 4(b) below and as otherwise set forth in an Unequal Share Project Resolution as described in Section 3(u) above, in order to receive and as a condition of receiving its respective Member Share of Facility Generated Income and Revenues under this Agreement, each Member Locality shall make contributions according to its Member Share, as such contributions may be unanimously agreed upon by the Members from time to time in conformance with the provisions of this Section 4(a), in the form of adopting an annual budget for the Authority or passing a specific resolution of the Authority for each such additional contribution by both Members. The budget shall include funds for the acquisition, construction and development of any Authority Facility, as well as for marketing and promotion of any Authority Facility. Notwithstanding any other provision of this Agreement, any future contributions by a Member Locality to the Authority shall be voluntary and subject to an appropriation by the governing body of the Member Locality. The failure of the governing body of a Member Locality to appropriate funds for any future contribution to the Authority shall not be a breach of this Agreement.

b. Unequal Share Project. In the event an Unequal Share Project as defined in Section 3(t) above becomes an Authority Facility under an Unequal Share Project Resolution as described in Section 3(u) above, the City and the County, for purposes of this Agreement, hereby empower and authorize the Authority to accept unequal contributions from its Members for such Unequal Share Project, and the Facility Generated Income and Revenues from such Unequal Share Project shall be distributed to the City and the County not according to Member Share as set forth in Sections 8, 9, 10, 11 and 12 below, but as otherwise set forth in the Unequal Share Project Resolution.

c. Recruitment Incentives; Additional Recruitment Incentives. As part of the Authority's mission, the Authority may offer, from time to time, grants or incentives (collectively, the "**Recruitment Incentives**") to an industry or business client in order to recruit such industry or business to locate within any of the Authority Facilities. The cost value of the Recruitment Incentives offered by the Authority shall be solely determined and based upon expected direct taxes paid by the project via the taxable value of machine, tools and real property. The total value of the Recruitment Incentives offered by the Authority shall be dependent upon the targeted return on investment years as unanimously agreed upon by the Members; however, this provision shall not preclude any Member Locality, on its own behalf and expense, from voluntarily offering additional incentives for a particular project's Recruitment Incentives package. In the event of such additional incentives by a Member Locality (the "**Additive Member Locality**"), the Authority, by consent of both Member Localities, may deem the value of such additional incentives as a credit toward the Additive Member Locality's Member Share of the Recruitment Incentives offered for a future project, and the provisions of Section 7 below shall apply.

d. Utility Extensions. With respect to utility extension installations to an Authority Facility, the costs of any such installation ("**Utility Extension Costs**") shall be deemed to be the exclusive cost of the Member Locality whose service jurisdiction includes the area of such installation, except as otherwise provided in a written agreement or memorandum of understanding between the City and the County, including without limitation that certain Memorandum of Understanding - Megasite described in Section 4(d)(i) below. Utility Extension Costs shall be excluded from a cost of the Authority that otherwise would be shared by the Member Localities according to the respective Member Share. Accordingly, Utility Extension Costs shall be disregarded for purposes of any Dissolution of Authority; however, if the Authority, in its sole discretion by unanimous consent of its Board of Directors, advanced Utility Extension Costs for the benefit of a Member Locality and such advance is unpaid, the value of assets of the Authority to be distributed to that Member Locality shall be reduced by an amount equal to the unpaid balance of the advance.

- (i) Southern Virginia Megasite at Berry Hill – Utility Extension Costs. The parties acknowledge and agree that the Utility Extension Costs for water and sewer services infrastructure to or for the development of the Southern Virginia Megasite at Berry Hill facility shall be provided by the City as set forth in that certain Memorandum of Understanding – Megasite dated _____, 2020, by and among the County, the City, Pittsylvania County Service Authority, a political subdivision of the Commonwealth of Virginia, and RIFA.

Section 5. - Income and Revenues.

a. Facility Generated Income and Revenues. The parties agree that any and all Facility Generated Income and Revenues shall constitute income generated by the Authority. Such income generated by the Authority shall be held and utilized by the Authority in accordance with the Act to further promote economic development within the localities of the Members, as the Authority in its discretion deems appropriate.

b. Additional Funding Contributions by both Member Localities. The parties agree that additional funding shall be necessary for the acquisition, construction and development of the Authority Facilities designated, from time to time, by the Board of Directors of the Authority. The parties further agree that in the event the Member Localities unanimously determine that such additional funding for such purposes needs to be contributed to the Authority, then each Member Locality shall contribute its respective Member Share of such funding, subject to the provisions of Section 4 above and Section 16 below. As provided in Section 4(a) above, any future contributions by a Member Locality to the Authority shall be voluntary and subject to an appropriation by the governing body of the Member Locality. The failure of the governing body of a Member Locality to appropriate funds for any future contribution to the Authority shall not be a breach of this Agreement.

Section 6. - Administration of the Funding for Projects. The parties agree that the administration and support given to each Authority Facility as well as support given to the Authority shall be allocated and determined by the Authority. Unless otherwise determined by resolution of the Authority, the City shall serve as fiscal agent of the Authority for the development of the Authority Facilities.

Section 7. - Pursuit of Other Funding. Nothing in this Agreement shall preclude any Member Locality from pursuing, and successfully receiving, other funding sources to pay for site development of, or Recruitment Incentives for, any Authority Facility ("**Grant Applicant Member Locality**"). However, one Member Locality cannot and shall not bind the other Member Locality (or the Authority, as the case may be) to any grant conditions without the express written approval of both Member Localities (or the Authority, as the case may be). Moreover, in the event that a Grant Applicant Member Locality is obligated to return grant monies or to make other reimbursements to the grant source or its designee, the amount of such returned monies or reimbursements shall be deemed to be a cost of the Authority and subject to the cost-sharing provisions of Section 4 above, so long as (i) the Grant Applicant Member Locality had obtained written approval from both Member Localities (or the Authority, as the case may be) of the Grant Applicant Member Locality's grant conditions; and (ii) the purposes of the grant were in furtherance of the acquisition, construction or development of an Authority Facility, including without limitation Recruitment Incentives.

Section 8. - Contributions. All contributions from a Member Locality to the Authority shall be acknowledged by the Treasurer of the Authority in the "due to/due from spreadsheet" maintained by the Authority. Except as provided in the Unequal Share Project Resolution, all

contributions by both Members shall be equal in fixed dollar amount or value.

Section 9. - Sharing of Machinery and Tools Tax Revenues. Once one or more industries or businesses have located within any Authority Facility, the Host Locality will begin to realize tax revenues from such industries or businesses for machinery and tools tax. The Host Locality alone shall determine the rate at which machinery and tools are taxed and the due date of such taxes. The Host Locality agrees that subject to Section 16 below, upon receipt of machinery and tools tax remitted by an industry or business located within an Authority Facility, the Host Locality shall appropriate the total of taxes so received, pay the same to each of the Non-Host Localities according to the Member Share (or the shares or fixed dollar amount set forth in the Unequal Share Project Resolution, as the case may be), and retain the remaining amount.

Section 10. - Sharing of Real Property and Personal Property Tax Revenue. Once one or more industries or businesses have located within any Authority Facility or purchased real property in any Authority Facility, the Host Locality will begin to realize tax revenues from such industries or businesses for real property and personal property. The Host Locality alone shall determine the rate at which real and personal property is taxed and the due date of such taxes. The Host Locality agrees that subject to Section 4 above and Section 16 below, upon receipt of such real property taxes, personal property taxes or both remitted by an industry or business located within an Authority Facility, the Host Locality shall appropriate the total of taxes so received, pay the same to the Non-Host Locality according to the Member Share (or the shares or fixed dollar amount set forth in the Unequal Share Project Resolution, as the case may be), and retain the remaining amount.

Section 11. - Sharing of Miscellaneous Tax Revenues. Once one or more industries or businesses have located within any Authority Facility, the Host Locality will begin to realize other tax revenues from business license tax, meals tax, lodging tax and any alcohol tax or any income and other Facility Generated Income and Revenues in addition to those described in Sections 9 and 10 above. The Host Locality alone shall determine the tax rates for these taxes and their due dates. The Host Locality agrees that subject to Section 4 above and Section 16 below, upon receipt of such taxes remitted shall appropriate the total taxes so received from these industries or businesses located in the Authority Facility, pay the same to each of the Non-Host Localities according to the Member Share (or the shares or fixed dollar amount set forth in the Unequal Share Project Resolution, as the case may be), and retain the remaining amount. The parties further agree that should the General Assembly of the Commonwealth of Virginia authorize a locality to levy and collect a new local tax and should the Host Locality choose to implement such future tax on property located within a Host Locality, then the parties agree that such new tax revenues realized from a joint regional authority will be shared in the same manner and fashion as other taxes within this Agreement.

Section 12. - Payment of Tax Revenues; No Pledge of the Credit or Taxing Power. All

tax revenues due to the Non-Host Locality under this Agreement shall be paid by the Host Locality within sixty (60) days after receipt and appropriation of such tax revenues. If any tax delinquencies occur, each Non-Host Locality will pay its Member Share (or the share or fixed dollar amount set forth in the Unequal Share Project Resolution, as the case may be) of the cost of collecting past due taxes, and will receive its Member Share (or the share set forth in the Unequal Share Project Resolution, as the case may be) of the penalties and interest accrued and paid. In accordance with Virginia Code § 15.2-6406, as amended, the sharing of tax revenues of the governing body of a Member Locality pursuant to this Agreement shall not constitute a pledge of the credit or taxing power of such Member Locality.

Section 13. - Decisions by or Consent from the Member Localities. Except for decisions or consents pertaining to Dissolution of Authority, the amendment of this Agreement, or additional contributions to the Authority outside of an Unequal Share Project Resolution, or except as otherwise required by law, the requirement of any decision or consent of a Member Locality under this Agreement may be satisfied, but shall not be required to be satisfied, by a writing executed by those certain directors of the Authority who were appointed by that Member Locality.

Section 14. - Dissolution of Authority. In the event of Dissolution of Authority, Dissolution of Authority shall be made pursuant to Virginia Code § 15.2-6415, as amended. Reference is here made to Sections 4(b) and 4(c) above with respect to Utilities Extension Costs and Section 16 below.

Section 15. - Limitation of Liability. The Authority shall ensure the payment of all obligations, costs, and expenses for the implementation of any Authority Facility anticipated under this Agreement. The parties acknowledge that no Member Locality shall be liable or responsible for the financing or for any debts of any Authority Facility, except with the prior express, written consent of that Member Locality or except as expressly provided in this Agreement.

Section 16. - Non-Appropriation Provision. Notwithstanding any other provision in this Agreement to the contrary, if any Member Locality fails during any fiscal year to appropriate or allocate sufficient funds to pay the contribution to be paid by that Member Locality (the "**Non-Appropriating Member Locality**") pursuant to Section 4 above which become due and payable during such fiscal year (the "**Member Locality Obligation**"), then the Member Locality Obligation of that Non-Appropriating Member Locality shall terminate at the end of the fiscal year in which such non-appropriation occurs. In such event, however, the appropriating Member Locality shall have the right to elect in a writing delivered to the Treasurer of the Authority and to the Non-Appropriating Member Locality, one and only one of the following:

- (i) The contribution of the appropriating Member Locality shall be reflected in the "due to/due from" spreadsheet calculation maintained by the Treasurer of the

Authority; or

- (ii) The unpaid balance of the Member Locality Obligation of the Non-Appropriating Member shall be applied against, and shall offset the payment or payments of shares of Facility Generated Income and Revenues that the Non-Appropriating Member Locality would otherwise be entitled to receive under this Agreement.

As provided in Section 4(a) above, the failure of the governing body of a Member Locality to appropriate funds for any future contribution to the Authority shall not be a breach of this Agreement.

Section 17. - Non-waiver. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 18. - Attorneys' Fees. Except for the attorneys' fees of Christian & Barton, LLP, a Virginia limited liability partnership, pertaining to the drafting of this Agreement which shall be the responsibility of the Authority, each Member shall be solely responsible for its respective attorneys' fees in the negotiating, drafting, and execution of this Agreement and any of the transactions contemplated hereby.

Section 19. - Other Documents. The parties agree that they shall execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

Section 20. - Mediation.

a. If the parties are unable to resolve a Member Controversy, the parties shall attempt to resolve the same by mediation by a mutually agreed upon mediator, who is experienced and knowledgeable in the subject matter of such Member Controversy, in accordance with the then prevailing rules of such mediator or such other rules as the parties in dispute may then agree. If a party fails to respond to a written request for mediation within thirty (30) days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute, and any unresolved Member Controversy may be submitted to a court of competent jurisdiction, so long as the venue is located outside the geographic area of the Member Localities in dispute.

b. The mediator shall conduct mediation at the location to be agreed upon by the parties in dispute or absent such agreement, by the mediator, so long as the location is not within the geographic area of the Member Localities in dispute. Within two (2) days after selection, the parties in dispute shall furnish the mediator with copies of the notice, this Agreement, the party's (or parties') response, and any other documents exchanged by the parties in dispute. If

the mediation does not result in settlement of the Member Controversy within thirty (30) days after the initial mediation conference, then the mediator shall make a written recommendation as to the resolution of the Member Controversy. Each party in dispute, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) days after receipt of such recommendation. If such recommendation is not so accepted by both parties in dispute or a settlement is not so reached within such ten (10) day period, any remaining Member Controversy may be submitted to a court of competent jurisdiction, so long as the venue is located outside the geographic area of the Member Localities in dispute.

c. Notwithstanding anything contained herein to the contrary, the provisions of this Section 20 shall not preclude any party, prior to an election for or pending mediation of a matter, from pursuing in a court of competent jurisdiction temporary injunctive or other equitable relief to protect the parties' respective interests under this Agreement or under the Act.

d. The compensation and expenses of the mediation and any administrative fees or costs of mediation shall be borne equally by the parties in dispute.

Section 21. - Default. The parties retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable law.

Section 22. - Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 23. - Notices. Any notice required or contemplated to be given to a party by any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, to the Clerk of that Member, with a copy to that Member's attorney and to the attorney of the Authority. Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate.

Section 24. - Governing Law; Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. In addition, this Agreement is to be interpreted to the fullest extent possible as a revenue sharing agreement permitted under Virginia Code § 15.2-6407, as amended, and the obligations of the parties shall not be construed to be a debt within the meaning of Article VII, Section 10 of the Constitution of

Virginia.

Section 25. - Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

Section 26. - Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 27. - Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

Section 28. - Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 29. - Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

[SIGNATURES ON FOLLOWING PAGES.]

WITNESS the following signature to this **AMENDED AND RESTATED COST AND REVENUE SHARING AGREEMENT** as of the date first above written:

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

By: _____
ALONZO L. JONES, Mayor
City Council

ATTEST:

SUSAN M. DeMASI
Clerk
City of Danville, Virginia

APPROVED AS TO FORM:

W. CLARKE WHITFIELD, JR.
City Attorney
City of Danville, Virginia

WITNESS the following signature to this **AMENDED AND RESTATED COST AND REVENUE SHARING AGREEMENT** as of the date first above written:

COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
ROBERT W. WARREN, Chairman
Board of Supervisors

ATTEST:

DAVID M. SMITHERMAN
Clerk
County of Pittsylvania, Virginia

APPROVED AS TO FORM:

J. VADEN HUNT
County Attorney
County of Pittsylvania, Virginia