Danville-Pittsylvania Regional Industrial Facility Authority

CITY OF DANVILLE, VIRGINIA
COUNTY OF PITTSYLVANIA, VIRGINIA

AGENDA

MONDAY, JUNE 13, 2011

12:00 NOON

DANVILLE REGIONAL AIRPORT
EASTERN CONFERENCE ROOM
424 AIRPORT DRIVE, DANVILLE, VIRGINIA

COUNTY OF PITTSYLVANIA MEMBERS

COY E. HARVILLE, VICE CHAIRMAN
HENRY A. "HANK" DAVIS, JR.
FRED M. INGRAM, ALTERNATE

CITY OF DANVILLE MEMBERS

SHERMAN M. SAUNDERS, CHAIRMAN
T. DAVID LUTHER
FRED O. SHANKS, III, ALTERNATE

STAFF

JOSEPH C. KING, CITY MANAGER, DANVILLE
WILLIAM D. SLEEPER, PITTSYLVANIA COUNTY ADMINISTRATOR
CLEMENT & WHEATLEY, ATTORNEY FOR AUTHORITY
SUSAN M. DEMASI, AUTHORITY SECRETARY
BARBARA A. DAMERON, AUTHORITY TREASURER

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENT PERIOD**

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

4. **APPROVAL OF MINUTES FOR THE MAY 9, 2011 MEETING**

5. **NEW BUSINESS**

A. Consideration of Resolution No. 2011-06-13-5A, approving the terms of those certain contracts between the City of Danville, Virginia and Dewberry & Davis, Inc., a North Carolina corporation, (i) dated November 12, 2010, for surveying services at the Authority's Cane Creek site, at a price of $10,250; and (ii) dated December 3, 2010, for environmental, archeological and geotechnical investigations at Phase 2 of the Authority's Mega Park site, and wetland permitting/marketing and project management services at Phases 1 and 2 of the Authority's Mega Park site, at a price of $985,500.

B. Consideration of Resolution No. 2011-06-13-5B, ratifying the County Administrator's actions in executing and delivering that certain contract between the Authority and Haymes Brothers, Inc., a Virginia corporation, as approved by the Authority on May 9, 2011, pursuant to Resolution No. 2011-05-09-5A.

C. Consideration of Resolution No. 2011-06-13-5C, approving a one-year hunting lease to Oak Hill Hunt Club, an unincorporated association, of approximately 822.77 acres at the Authority's Mega Park site (GPINs 1366-16-2959 and 1367-01-8739), commonly known as Hairston Farm and Shoffner Farm; and the lease shall be for the uses of hunting, fishing and related outdoor recreational activities, at a total rental fee of $4,000.

D. Consideration of Resolution No. 2011-06-13-5D, authorizing a one-year hunting lease to Guilford Whitetail Management, a North Carolina corporation, of approximately 1,565.88 acres at the Authority's Mega Park site (GPINs 1366-54-5996, 1367-41-3134, 1377-01-1754 and 1356-75-8216), commonly known as the Klutz Farm; and the lease shall be for the uses of hunting, fishing and related outdoor recreational activities, at a total rental fee of $4,500.

E. Consideration of Resolution No. 2011-06-13-5E, approving plans and specifications for construction of Electronic Instrumentation and Technology, LLC's facility in the Authority's Cyber Park.*

F. Consideration of Resolution No. 2011-06-13-5F, approving plans and specifications for construction of elevator shaft and storage building at the Institute for Advanced Learning and Research's Sustainable Energy Technology Center Building in the Authority's Cyber Park.*

G. Consideration of Resolution No. 2011-06-13-5G, approving plans and specifications for construction of expansion of plant propagation space in the Institute for Advanced Learning and Research's Charles Hawkins Building in the Authority's Cyber Park.*

H. Financial Report as of May 31, 2011.

**** Per the Attorney for the Authority, New Business Agenda Items E, F, and G do not have separate written resolutions.***

6. COMMUNICATIONS FROM:

Henry A. "Hank" Davis, Jr.
Coy E. Harville
Fred M. Ingram
T. David Luther
Sherman M. Saunders
Fred O. Shanks, III
Staff

7. ADJOURN

AGENDA
ITEM NUMBER 4

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes
May 9, 2011

The Regular Meeting of the Danville Pittsylvania Regional Industrial Facility Authority convened at 12:15 p.m. on the above date in the Conference Room located at the Danville Regional Airport, 424 Airport Drive. Present were City of Danville Members Chairman Sherman Saunders, and alternate Fred Shanks; David Luther was absent. Pittsylvania County Member Vice-Chairman Coy Harville was present; Henry A. "Hank" Davis, Jr. and Pittsylvania County alternate Fred Ingram were absent.

City/County staff members attending were: City Manager Joe King, Pittsylvania County Administrator Dan Sleeper, Assistant County Administrator for Planning & Development Gregory Sides, Pittsylvania County Economic Director Ken Bowman, Danville Economic Development Director Jeremy Stratton, Danville Finance Director Barbara Dameron, Danville Senior Accountant Patricia Knutti, Clement and Wheatley Attorney Michael Guanzon, and Secretary to the Authority Susan DeMasi.

Also present were Dewberry and Davis Project Manager Shawn Harden.

Mr. Saunders called the Meeting to order.

PUBLIC COMMENT PERIOD

No one wished to comment.

APPROVAL OF APRIL 11, 2011 MINUTES

Upon **Motion** by Mr. Shanks and **second** by Mr. Harville, Minutes of the April 11, 2011 Meeting were approved, as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

CONSIDERATION OF RESOLUTION NO. 2011-05-09-5A

Mr. Harville **moved** to approve **Resolution No. 2011-05-09-5A** approving the acceptance of a bid proposal from Haymes Brothers, Inc., a Virginia corporation, dated April 13, 2011, for the construction of graded pads and sewer line at Lot 3 (a portion of GPINs 2347-38-9745, 2347-46-0892 and 2347-35-9903) and Lot 9 (a portion of GPINs 2347-28-9012 and 2347-46-0892) in the Authority's Cane Creek site, at a total price of $1,225,050.

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

Mr. Harville asked if it was appropriate at this time, to consider using the surplus bid funds to grade Lot 10.

Mr. Sleeper noted that once the Board approves Resolution 2011-05-09-5A, they can make a separate motion authorizing staff to contact the EDA and to see if the Board can amend its current scope of services regarding the $1.6 million surplus.

The Motion was carried by the following vote:

VOTE: 3-0
AYE: Harville, Saunders, and Shanks (3)
NAY: None (0).

MOTION TO CONTACT EDA – SURPLUS BID FUNDS – LOT 10

Mr. Harville **made** a Motion to authorize the staff to contact the EDA regarding the surplus bid funds from the original $2.2 million with respect to obtaining authorization to grade Lot 10.

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

VOTE: 3-0
AYE: Harville, Saunders, and Shanks (3)
NAY: None (0).

CONSIDERATION OF RESOLUTION NO. 2011-05-09-5B

Mr. Harville **moved** to approve **Resolution No. 2011-05-09-5B**, approving a one year lease to The Osborne Company of North Carolina, Inc., a North Carolina corporation, of approximately 100 acres of pastureland in the Authority's Mega Park site (a portion of GPINs 1366-78-4718 and 1367-70-4519), owned by the Authority, commonly known as 4380 Berry Hill Road; and the lease shall be for the use of harvesting grass hay and incidental uses acceptable to the Authority, at a total rental fee of $800.

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

Mr. Harville noted that this lease will be very beneficial to RIFA as it will keep the land clear and from growing up, as well as providing income to the Authority.

The Motion was carried by the following vote:

VOTE: 3-0
AYE: Harville, Saunders, and Shanks (3)
NAY: None (0).

CONSIDERATION OF RESOLUTION NO. 2011-05-09-5C

Mr. Shanks **moved** to approve **Resolution No. 2011-05-09-5C,** authorizing the Authority support staff to develop a proposal for the initial development of a public river access on certain

property owned by the Authority (a portion of GPIN 1356-75-8216), generally located along the Dan River, east from the Virginia Department of Transportation Bridge located on State Bridge Road, which access would promote the safety, health, welfare and convenience of the citizens of Pittsylvania County and the City of Danville.

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

Mr. Harville noted that he has concerns regarding this Resolution and would like Virginia's Department of Game and Inland Fisheries to review this area in order to minimize RIFA's liability.

Mr. Saunders noted the staff will take Mr. Harville's concerns into consideration. Mr. Sides noted that the City of Eden had approached the County and the County felt that before the staff spent any more time on this they wanted to confirm RIFA's position.

The Motion was carried by the following vote:

VOTE: 3-0
AYE: Harville, Saunders, and Shanks (3)
NAY: None (0).

MONTHLY FINANCIAL REPORT

Mr. Harville **moved** to accept the financial report as prepared by Barbara Dameron, Treasurer to the Authority. The Motion was **seconded** by Mr. Shanks and carried by the following vote:

VOTE: 3-0
AYE: Harville, Saunders, and Shanks (3)
NAY: None (0).

CLOSED MEETING

At 12:30 p.m. Mr. Harville **moved** that the meeting be recessed and the Authority immediately convene in Closed Meeting as permitted by Section 2.2-3711(A)(7) of the Code of Virginia, 1950 as amended, for consultation with and briefing by legal counsel pertaining to actual litigation regarding Nancy Barbour Smith, et al. v. Pittsylvania County Board of Supervisors (Case No. CL10000088-00), where such consultation or briefing in open meeting would adversely affect the litigating posture of the Authority, and

As permitted by Section 2.2-3711(A)(3) of the Code of Virginia, 1950, as amended, for discussion or consideration of the sale to Harmony United Methodist Church of that certain real property (a portion of GPIN 1356-75-8216), located in the Authority's Mega Park site, fronting on Oak Hill Road, and containing 10.44 acres, more or less, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority.

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

VOTE: 3-0
AYE: Harville, Saunders, and Shanks (3)
NAY: None (0).

Upon unanimous vote at 12:38 p.m., the Authority returned to open meeting and Mr. Harville **moved** adoption of the following Resolution:

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

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

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted by the open 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. Shanks and carried by the following vote:

VOTE: 3-0
AYE: Harville, Saunders, and Shanks (3)
NAY: None (0).

ACTION ON MATTERS CONSIDERED IN CLOSED MEETING

Mr. Harville **moved** to approve **Resolution No. 2011-05-09-7**, to approve the sale to Harmony United Methodist Church of that certain real property (a portion of GPIN 1356-75-8216), located in the Authority's Mega Park site, fronting on Oak Hill Road, and containing 10.44 acres, more or less.

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

Mr. Sleeper noted that under Article 2.1, the execution date would be the regular closing date, and the deposit would be $1,000; under Article 3.1 the purchase is $3,500 per acre.

Mr. Guanzon noted the Authority would need an amended Motion to include those figures.

Mr. Harville **moved** to **amend** the Motion to include the $1,000 deposit as well as the $3,500 per acre purchase price.

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

VOTE: 3-0
AYE: Harville, Saunders, and Shanks (3)
NAY: None (0).

COMMUNICATIONS

Mr. King pointed out the illustration of the new EIT building and noted that several members were in attendance at the ground breaking.

No further communications were heard.

Upon **Motion** by Mr. Harville and **second** by Mr. Shanks, the meeting was adjourned at 12:42 p.m.

_____
Chairman

_____
Clerk to the Authority

AGENDA
ITEM NUMBER 5.A

Resolution No. 2011-06-13-5A

A RESOLUTION TO APPROVE THE TERMS OF THOSE CERTAIN CONTRACTS BETWEEN THE CITY OF DANVILLE, VIRGINIA, AND DEWBERRY & DAVIS, INC., A NORTH CAROLINA CORPORATION, (i) DATED NOVEMBER 12, 2010, FOR SURVEYING SERVICES AT THE AUTHORITY'S CANE CREEK SITE, AT A COST OF $10,250; AND (ii) DATED DECEMBER 3, 2010, FOR ENVIRONMENTAL, ARCHEOLOGICAL AND GEOTECHNICAL INVESTIGATIONS AT PHASE 2 OF THE AUTHORITY'S MEGA PARK SITE, AND WETLAND PERMITTING/ MARKETING AND PROJECT MANAGEMENT SERVICES AT PHASES 1 AND 2 OF THE AUTHORITY'S MEGA PARK SITE, AT AN ESTIMATED COST OF $985,500.

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

WHEREAS, the County of Pittsylvania, Virginia (the **"County"**) and the City of Danville, Virginia (the **"City"**) entered into that certain Agreement for Cost Sharing and Revenue Sharing, dated October 2, 2001, as amended, by which the County and the City agreed to contribute equally in the cost of development of the facilities of the Authority; and

WHEREAS, the City and Dewberry & Davis, Inc. entered to those certain contracts (i) dated November 12, 2010, for surveying services at the Authority's Cane Creek site, at a cost of $10,250, attached hereto as Exhibit A, and (ii) dated December 3, 2010, for environmental, archeological and geotechnical investigations at Phase 2 of the Authority's Mega Park site and wetland permitting/marketing and project management services at Phases 1 and 2 of the Authority's Mega Park site, at an estimated cost of $985,500, attached hereto as Exhibit B (collectively, the **"Contracts"**); and

WHEREAS, the Authority has determined that the Contracts serve the purpose of the Authority to enhance the economic base of the County and the City by developing, owing, and operating one or more facilities on a cooperative basis involving the County and the City, and that it is in the best interests of the Authority and of the citizens of the County and the City for the Authority to approve and confirm the Contracts as appropriate costs of development of such facilities.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves and confirms the Contracts.

2. All actions of the City with respect to the Contracts and the matters contemplated therein are in all respects approved and confirmed as appropriate costs of development of the facilities of the Authority.

3. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things

as are contemplated by the Contracts, or as they in their discretion deem necessary or appropriate in order to cooperate and to carry out the intent and purposes of these resolutions.

4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, with respect to the Contracts and the matters contemplated therein.

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

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the Directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on June 13, 2011, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of June 2011.

_____

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

(SEAL)

Exhibit A

[Contract dated November 12, 2010]

Dewberry®

551 Piney Forest Road
Danville, Virginia 24540-3353
P.O. Box 1509 • Danville, Virginia 24543-1509

434 797 4497
434 797 4341 fax
www.dewberry.com

November 12, 2010

Mr. William D. Sleeper
County Administrator
Pittsylvania County
21 North Main Street
Chatham, VA 24531

Mr. Joe King
City Manager
City of Danville
P. O. Box 3300
Danville, VA 24543

Re: Proposal for Surveying Services
Cane Creek Centre Subdivision Plat

Dear Mr. Sleeper and Mr. King:

Dewberry & Davis, Inc. (Dewberry) submits herein our proposal to provide certain surveying services for the above referenced project. Our understanding of the services to be provided is outlined below:

Description of Project

Dewberry understands that you desire to produce a final subdivision plat of the property known as Cane Creek Centre. The subdivision plat will generally follow the layout of the master plan and create new Lots 1, 3A, 3B, 6, 7A, 7B, 7C1, 8, 9, 10, 11, 12 and the recreational area (existing dwelling and large pond).

Scope of Services To Be Provided By Dewberry

Dewberry proposes to provide the following surveying services for the property as described above. Revise existing unapproved subdivision plat dated July 18, 2008. Survey lots listed above that have not been previously surveyed and set iron stakes at new corners. Prepare a final subdivision plat showing the results of the survey.

Information/Assistance To Be Provided By Client

As a condition of this proposal, the following information and/or assistance shall be provided by the client to Dewberry:

1. Ready access to property for purpose of carrying out the work.

Fee and Special Conditions

Dewberry proposes to provide the surveying services as outlined above for the lump sum fee of $10,250.

This proposal is subject to our Standard Terms & Conditions included herewith as Attachment A.

We appreciate the opportunity to submit this proposal. If you have any question, please call me. The return of an executed copy of this proposal will serve as our authorization to proceed.

Sincerely yours,

Dewberry & Davis, Inc.

Robert (Bobby) H. Bengtson, L.S.
Senior Associate
Manager of Surveys

Shawn R. Harden, P.E.
Project Manager

RHB/chn

Attachment A – Standard Terms & Conditions (3/03)

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The foregoing proposal of Dewberry & Davis, Inc. is accepted:

Danville-Pittsylvania Regional Industrial Facilities Authority
Print (Type) Individual, Firm or Corporate Name

William D Sleeper 12-22-10
Signature of Authorized Representative Date (FISCAL AGENT) 1/8/11

Joe King City Manager
William D Sleeper - Pittsylvania County Administrator
Print (Type) Name of Authorized Representative and Title

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement, or proposal (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of architectural, engineering, surveying, planning, or other services ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire agreement between you and us.

If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.

b. The correctness and completeness of any drawing prepared by us, unless it was properly sealed by a professional on our behalf.

c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.

d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.

e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.

f. To furnish or verify specifications or requirements related to PCB transformer removal, disposal, or related services.

g. The correctness of any geotechnical services performed by others, whether or not our subcontractors.

h. The accuracy of earth work estimates and quantity take-offs, or the balance of earth work cut and fill.

Should shop drawing review be incorporated into the Services, we shall pass upon the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist.

We do not provide legal, accounting, or insurance services.

3. **Your Oral Decisions.** ~~You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally (a) make decisions relating to Services or the Agreement, (b) request a change in the scope of Services under the Agreement, or (c) request us to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.~~

4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you make an agreement for such use satisfactory to us. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we, or anyone in our employ, is called upon to be deposed, or to testify, in a matter, in which we are not a named party, that relates to our Services, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless a written agreement has been signed by both you and us indicating the fee basis of such additional services or changes. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. ~~We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index, Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.~~

6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.

7. **Construction Costs.** Construction costs are defined as the total actual cost or estimated cost to you of all elements of the project designed or specified by us excluding our fees. We assume no responsibility for any Project or construction cost estimates or opinions given to you as we have no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions.

8. **Reimbursable Expenses.** ~~Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.~~

9. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of one and one half percent per month on any unpaid balance not received by us within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure make full and timely payment shall be deemed a material breach.

10. **Information From You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents related to the services in your possession and shall inform us in writing about all special criteria or requirements related to Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental entity (together, "Public Information"). We may rely on Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. We shall not be responsible for any special criteria or requirements related to our Services not expressly stated in the Agreement. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.

11. **Plan Processing.** .We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agen

to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

13. **Your Claims.** ~~You release us from, and waive, all claims of any nature for any and all errors or omissions by us in the performance of this Agreement, as this Agreement may from time to time be amended, or in the performance of any supplementary services in any way related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:~~

a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.

b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.

c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall for ever be barred and extinguished.

d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

14. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 15 of the STCs.

15. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

16. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

17. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 10, 13, 14, 17, 21 and 23 of this Agreement. Despite anything in this Paragraph 17 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.

18. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 19, the parties agree that the courts of Fairfax County, Virginia and the Eastern District Court of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

19. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 18 above.

20. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

21. **Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, as this agreement may from time to time be amended, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, or in warranty. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, as this Agreement may from time to time be amended, or any supplementary services in any way related to this Agreement. We shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Should you find the terms of this Paragraph 21 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

22. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration. ~~The attorneys' fees payable to us for the collection of compensation you owe us shall be solely the amount of any judgment or award against you and our attorney's fees, expenses, and collection costs.~~

23. **Indemnification.** ~~You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you or work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, as the same may from time to time be amended, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 23 in the event of our sole negligence.~~

24. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Exhibit B

[Contract dated December 3, 2010]

Dewberry

551 Piney Forest Road
Danville, Virginia 24540-3353
P.O. Box 1509 · Danville, Virginia 24543-1509

434 797 4497
434 797 4341 fax
www.dewberry.com

December 3, 2010

Mr. William D. Sleeper
County Administrator
Pittsylvania County
P.O. Box 426
Chatham, VA 24531

Mr. Joe King
City Manager
City of Danville
P. O. Box 3300
Danville, VA 24543

RE: Amendment No. 2 to Contract Dated February 9, 2009
Engineering Services Related to the Mega Park Master Plan
Phase 2 Master Planning Scope

Gentlemen:

As part of the Master Plan development, Phase 1 of Dewberry's scope of services focused on conducting environmental, archeological, and geotechnical surveys for 1,500 acres (Phase 1) of the Mega Park on Berry Hill road. This amendment to our existing contract will advance the environmental, archeological, and geotechnical investigations to include the remaining 2,000 acres (Phase 2) of the park and to prepare the required Army Corps of Engineers and Virginia Department of Environmental Quality to allow for development of the entire ± 3,500 acre Mega Park.

SCOPE OF SERVICES

The following scope of services will complete the required environmental, archeological, and geotechnical investigations on the remaining 2,000 acres of the Mega Park.

I. Wetland Delineation Scope

Onsite wetland areas will be delineated for the remaining 2,000 ± acres located within the Berry Hill Industrial Park. Wetland areas will be delineated based on field indicators of hydrophytic vegetation, hydric soils, and wetland hydrology. Boundaries of jurisdictional wetlands will be flagged with survey tape in preparation for a field survey. Data points will be field located and U.S. Corps of Engineers (USACE) data forms completed to characterize each type of wetland community in accordance with USACE 1987 method. Stream width, depth, ordinary high marks and general composition of vegetation identified will also be characterized. The supporting data

identifying jurisdictional waters of the U.S. (WOUS) including wetlands will be used to prepare a Wetland Report along with an exhibit depicting the surveyed wetland boundaries. Dewberry will provide this service for up to 110,000 LF of wetland/stream channel boundary. The Wetland Report summarizing the wetland investigation including wetland data sheets, map exhibits, and site photographs will be forwarded to the USACE. Dewberry will request a verification of the jurisdictional boundary locations from the Corps of Engineers. Once the USACE has confirmed the boundaries, Dewberry will request a letter of verification.

II. Wetland Delineation Survey Scope

The Wetland and WOUS delineation will be field surveyed up to 110,000 LF of wetland/stream channel boundary. Once the surveying phase is complete, a calculation of linear feet, square feet and acreage of WOUS and wetland area impacted (if any) will be computed for use in meetings between RIFA, USACE, the Virginia Department of Environmental Quality (DEQ).

III. Archeological Survey

An archaeological survey will be performed on the remaining 2,000 acres within the industrial park that was not surveyed under the Phase I scope. This survey will be incorporated within the master plan and will include but is not limited to a report of findings that will be written for the Department of Historic Resources review indicating all possible historic findings and development limitations for the subject property. Dewberry will subcontract with Browning and Associates, LTD for this work.

IV. Critical Habitat Survey

Dewberry will submit a map depicting the Phase II area of the park to the Department of Game and Inland Fisheries (DGIF) and the Department of Conservation and Recreation (DCR) to determine if any endangered species are documented to exist in the Phase II area. Based on preliminary research completed through DGIF, as many as 10 separate species will require Surveys. Dewberry will subcontract with DGIF & DCR approved vendors for this work.

V. Geotechnical Investigation

Dewberry will subcontract with Froehling & Robertson, Inc. (F&R) to perform a geotechnical investigation of the Phase II area. F & R will drill 50 soil test borings (one soil test boring per 40 acres) across the Phase II area. The depth of the proposed boring will be on average 55 feet in depth. Where ground water is encountered, a temporary pizometer will be installed and the ground water elevation recorded. The pizometers will be removed after the ground water elevations have been recorded. The locations of the borings will be field surveyed and shown on an overall property map. The majority of the industrial park is wooded. No clearing of bore locations is

included in this scope. It is assumed that RIFA will provide for the clearing of the bore locations.

WETLAND PERMITING/MARKETING AND PROJECT MANAGEMENT FOR ENTIRE MEGA PARK

The following scope of services will be performed on the entire 3,500 acre Mega Park:

I. Wetland Permit Preparation

A project with this magnitude of total impacts will require an individual permit from the USACE. Dewberry will initially prepare a permit application for proposed impacts to Lots 4 & 5 per conceptual grading plans already prepared. Dewberry will prepare up to two (2) additional permit applications for further impacts within the park as development of the park progresses. Dewberry will attend and coordinate up to three (3) meetings with the regulatory bodies to discuss permitting strategies prior to preparing permit applications. Once the strategies have been determined, the application will include general information about the applicant; the amounts and types of waters including wetlands proposed to be impacted; an alternatives analysis detailing the avoidance and minimization efforts made; permit support documentation detailing the need for the project; and site specific information regarding the impacted areas. The permit application packet will include graphics detailing the proposed project and necessary impacts. Dewberry will summarize the results of the impact analysis in both narrative and tabular formats and submit the application package to the appropriate regulatory agencies. In addition, a Conceptual Wetland Mitigation Plan will be required. This Scope of Services does not include the preparation of an Environmental Impact Statement if deemed necessary by the USACE following their review of the submitted applications.

II. Wetland Mitigation Plan Preparation

1. Groundwater Data Collection

In order to maximize the potential wetland credit acreage, Dewberry proposes to install approximately one peizometer per acre. Piezometers will be installed per the ASTM standard D 5092-04, including soil boring log data for every piezometer installed. The top of the piezometer will be surveyed as well as the land elevation adjacent to the piezometer in order to compare the groundwater data throughout the site. Dewberry will monitor installation to insure the wells are placed per the specification.

Data will be collected weekly from February through August in order to determine the seasonal fluctuations in the hydroperiod that occur. This will assist in the preparation of a required water budget and the feasible total acreage.

2. Soil Data Collection

This task involves soil boring analysis to a depth of six feet or until groundwater is encountered whichever is greater. Approximately one boring per 2-acres will be bored. A soil boring log will be generated that describes the soil stratification and soil descriptions. This will support the conceptual mitigation plan and acreage yield of the site by helping to determine bedrock depth, as well as, basic soil characteristics (rate of infiltration, erodibility, etc.).

3. Inter-agency Review and Coordination

Coordination for any mitigation site is lengthy and involved. We propose to coordinate with the regulatory agencies to permit this mitigation area as a single user, dual site mitigation area to avoid the burdensome Mitigation Banking Agreement. This task includes early coordination task meetings with agencies and follow up correspondence and coordination with the regulatory agencies individually. Additional information requests are often the result of the public comment period. Included in this task are two (2) field visits or meetings, and two (2) post submissions or responses to information requests necessary to address agency comments.

4. Conceptual Wetland Mitigation Plan

Conceptual Bank Development plans for submission to the agencies will include the following for one (1) contiguous site to be located within the Mega Park:

4.1 <u>General Wetland Design (Includes minimum design features for permitting)</u>

1. Cover Sheet: Vicinity map, plan overview and Project Goals narrative
2. Existing Conditions Plan Sheet: Phasing and sequence of construction narrative with plan view of existing topography
3. Plan Sheet: Will show existing and proposed grading, any potential preserved areas (either due to existing jurisdictional areas, tree save, etc.), planting zones, existing and proposed ground water monitoring wells location, photographic monitoring locations, and vegetation sampling points for future monitoring
4. Phase I and II erosion and sediment control plans (E&S)
5. Mitigation Area Conceptual Cross-sections
6. Mitigation Area Cross-sections of hydrology source
7. Water Budget Calculations and Graphs
8. Detail Sheet: Weir construction details and calculations
9. Schedule and Details Sheet: Will show the plant schedule (common name, scientific name, minimum stock, quantities, on-center densities),

groundwater monitoring well details, temporary and permanent seeding schedules, and soil amendment details, if used

10. Planting Specifications Sheet
11. An Invasive Species and Noxious Weed Control Plan
12. Wetland and waters impacts associated with mitigation site development

5. Final Wetland Mitigation Plans

Upon completion of the conceptual mitigation plan for the Mega Park, Dewberry will provide RIFA with an amendment to this contract to prepare the final mitigation plans for the Mega Park.

III. Marketing/Exhibit Preparation

Dewberry will prepare marketing exhibits as needed for use with prospective tenants for the Mega Park. Services to be included under this scope item will include site schematics, architectural schematics, and architectural renderings.

IV. Project Management

Dewberry will provide project management/clerical services for the project which include coordination of the many different services being provided. Services included in this task item are: assistance with preparation of grant applications, project team meetings, public/project team presentations, and project coordination. Also Dewberry will facilitate bi-weekly project updates with RIFA project managers Greg Sides & Jeremy Stratton and facilitate monthly project team meetings with RIFA and/or City/County Public Officials. Duration of this task is estimated to be 18 months with an average of 10 hours per week.

FEES

Dewberry will complete the Scope of Services listed above for the following fees:

I. Wetland Delineation - $225,500 Lump Sum

II. Wetland Delineation Survey- $203,500 Lump Sum

III. Archeological Survey- $137,500 Lump Sum

IV. Critical Habitat Survey- $50,500 Lump Sum

V. Geotechnical Investigation - $99,000 Lump Sum

WETLAND PERMITING AND MARKETING FOR ENTIRE MEGA PARK

I. **Wetland Permit Preparation- $47,500 Lump Sum**

II. **Wetland Mitigation Plan Preparation- $102,000 Lump Sum**
(Note: Includes Conceptual Mitigation Plans but not Final Mitigation Plans.)

III. **Marketing/Exhibit Preparation- $20,000 Hourly Fee Estimate**

IV. **Project Management- $100,000 Lump Sum**

Total Lump Sum Fees - $965,500
Total Hourly Estimate Fees - $20,000
Total Budget Estimate and Lump Sum Fees - $985,500

Again, we appreciate the opportunity to submit this contract amendment and look forward to continuing to work with you on this project. Please do not hesitate to call if you have questions or wish to discuss the Proposal or project further. The return of an executed copy of this proposal will serve as our authorization to proceed.

Sincerely,

Dewberry & Davis, Inc.

Shawn R. Harden, P.E.
Manager of Civil/Economic Development

Darren R. Conner, P.E.
President

P:\50018376\Adm\Contract\2010.12.03 amendment 2A Mega Park.docx

The foregoing Contract Amendment of Dewberry & Davis, Inc. is accepted:

Pittsylvania County on the behalf of Danville Pittsylvania Regional Industrial Facilities Authority
Print (Type) Individual, Firm, or Corporate Name

William D Sleeper 12-21-10
Signature of Authorized Representative Date

William D Sleeper, County Administrator
Print (Type) Name of Authorized Representative and Title

AGENDA
ITEM NUMBER 5.B

Resolution No. 2011-06-13-5B

A RESOLUTION RATIFYING THE COUNTY ADMINISTRATOR'S ACTIONS IN EXECUTING AND DELIVERING THAT CERTAIN CONTRACT BETWEEN THE AUTHORITY AND HAYMES BROTHERS, INC., A VIRGINIA CORPORATION, AS APPROVED BY THE AUTHORITY ON MAY 9, 2011, PURSUANT TO RESOLUTION NO. 2011-05-09-5A.

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, on May 9, 2011, the Authority passed Resolution No. 2011-05-09-5A approving that certain contract between the Authority and Haymes Brothers, Inc. for the construction of graded pads and sewer line at Lots 3 and 9 (parts of GPINS 2347-38-9745, 2347-46-0892 and 2347-35-9903) in the Authority's Cane Creek site at a cost of One Million Two Hundred Twenty Five Thousand Fifty and 00/100 Dollars ($1,225,050.00) (the **"Contract"**); and

WHEREAS, the Administrator of the County of Pittsylvania, Virginia (the **"County Administrator"**) executed and delivered the Contract on behalf of the Authority, pursuant to Resolution No. 2011-05-09-5A, passed by the Authority on May 9, 2011.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves, ratifies and confirms any and all actions taken by the County Administrator in executing and delivering the Contract on behalf of the Authority.

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority, including without limitation the County Administrator, to take such actions and to do all such things as are contemplated by the Contract 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 Contract and the matters contemplated therein.

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

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the Directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on June 13, 2011, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of June 2011.

_____

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

(SEAL)

AGENDA
ITEM NUMBER 5.C

Resolution No. 2011-06-13-5C

A RESOLUTION TO APPROVE A ONE-YEAR HUNTING LEASE TO OAK HILL HUNT CLUB, AN UNINCORPORATED ASSOCIATION, OF APPROXIMATELY 560.13 ACRES AT THE AUTHORITY'S MEGA PARK SITE (GPINS 1366-16-2959 AND 1367-01-8739), COMMONLY KNOWN AS HAIRSTON FARM AND SHOFFNER FARM; AND THE LEASE SHALL BE FOR THE USES OF HUNTING, FISHING AND RELATED OUTDOOR RECREATIONAL ACTIVITIES, AT A TOTAL RENTAL FEE OF $4,000.

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, Oak Hill Hunt Club, an unincorporated association (**"OHHC"**), desires to enter into a lease from the Authority of that certain real property located in Pittsylvania County, Virginia, containing an aggregate of 560.13 acres, more or less, commonly known as the Hairston Farm (GPIN 1366-16-2959, containing 371.13 acres more or less) and the Shoffner Farm (GPIN 1367-01-8739, containing 189.00 acres more or less), off State Road 863 (the **"Property"**), for the use of hunting, fishing and related outdoor recreational activities, at a total rental fee of Four Thousand Dollars ($4,000); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County and the City of Danville, Virginia, for the Authority to enter into a lease to OHHC of the Property, for the use of hunting, fishing and related outdoor recreational activities, at a total rental fee of Four Thousand Dollars ($4,000); and

WHEREAS, the terms of such proposed lease are set forth in Schedule A, attached hereto and incorporated herein by this reference (the **"Lease"**).

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Lease as reviewed at this meeting, 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 the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Lease on behalf of the Authority, such execution of the Lease 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 Lease, 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 Lease and the matters contemplated therein.

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

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the Directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on June 13, 2011, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of June 2011.

_____

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

(SEAL)

Schedule A

[Form of Lease]

HUNTING LEASE RENEWAL AGREEMENT

THIS HUNTING LEASE RENEWAL AGREEMENT (this **"Lease"**) made as of the 14th day of June 2011, by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY,** a political subdivision of the Commonwealth of Virginia (**"Landlord"**), c/o City of Danville Finance Department, 427 Patton Street (24541) P.O. Box 3300, Danville, VA 24543, and **OAK HILL HUNT CLUB,** an unincorporated association (**"Tenant"**), c/o Rick Carter, 250 Smith Edward Road, Kernersville, NC 27284-7617.

W I T N E S S E T H :

That for and in consideration of the mutual promises and covenants contained in this Lease, the parties agree as follows:

Section 1. - Property Description. Landlord hereby leases to Tenant and Tenant rents from Landlord, all that certain real property located in Pittsylvania County, Virginia, containing an aggregate of 560.13 acres, more or less, commonly known as the Hairston Farm (GPIN 1366-16-2959, containing 371.13 acres more or less) and the Shoffner Farm (GPIN 1367-01-8739, containing 189.00 acres, more or less), off State Road 863 (the **"Demised Premises"**), under the terms and conditions herein.

Section 2. - Term. This Lease shall be for a term of one (1) year beginning July 1, 2011, and ending June30, 2012 (the **"Term"**). This Lease may be terminated by either party at any time during the Term, without cause, upon such party providing the other party written notice of its intent to terminate the Lease thirty (30) days in advance of such termination, at which time the Rent (as hereafter defined) shall be prorated.

Section 3. - Rental Payments. Tenant agrees to pay to Landlord as rent (**"Rent"**) for the Term the amount of Four Thousand and 00/100 Dollars ($4,000.00), payable in advance. The payment of Rent pursuant to this Lease shall be delivered to Landlord at its address listed above.

Section 4. - Assignment. Tenant shall not be permitted to assign this Lease or sublet the Demised Premises, or any part thereof, for any reason whatsoever, without Landlord's written consent, which consent may be withheld by Landlord, in Landlord's absolute and sole discretion. Any attempted assignment or sublease, without Landlord's written consent, shall be null, void, and of no effect and shall constitute a material breach by Tenant of this Lease.

Section 5. - Insurance: Personal Property. It shall be the sole responsibility of Tenant to protect and, if Tenant desires, to insure Tenant's personal property or any other property of Tenant located on or upon the Demised Premises. The parties understand and agree that Tenant shall maintain, during the Term, commercial general liability insurance on the Demised Premises with a minimum limit of $1,000,000, naming Landlord as an additional insured, and that Tenant will provide Landlord with evidence of such insurance as requested by Landlord. Landlord shall have no liability whatsoever during the Term for any damage to any property of Tenant, or any property of any other person which may be located on the Demised Premises, or for any bodily injury or other damage to any person occurring on or from the Demised Premises, regardless of the cause thereof. To the extent permitted by law, Tenant hereby waives and releases any and all claims it may now or hereafter have against Landlord with respect to any damage to person or property of Tenant, its directors, officers, members, agents, employees, invitees, or licensees, which may occur on or relating to the Demised Premises, at any time during the Term, regardless of the cause of such damage or injury. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 6. - Use of Demised Premises by Tenant. Tenant shall have the right to use the Demised Premises during the Term for hunting, fishing, and related outdoor recreational activities and for no other use without the prior written approval of Landlord, which approval may be withheld in the sole discretion of Landlord; provided, however, that Tenant shall at all times have and maintain any required permits or governmental approvals necessary for the conduct of such activities; and provided, further, that Tenant shall at all times comply with all applicable laws and regulations concerning Tenant's use and occupancy of the Demised Premises during the Term. Tenant

understands and agrees that the Demised Premises shall not be used, at any time, for any purpose or in any manner which constitutes a violation of any federal, state or local law or regulation, and Tenant covenants and agrees to indemnify and save and hold harmless Landlord from any and all liability whatsoever arising out of any use of the Demised Premises for any purpose by Tenant, its directors, officers, members, agents, contractors, invitees, and licensees. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 7. - No Alcoholic Beverages. Tenant shall not permit the consumption of alcoholic beverages on the Demised Premises.

Section 8. - Other Obligations of Tenant. Tenant, at its expense, shall perform all of the following:

a. Post all property boundaries of the Demised Premises;

b. Cable and lock all roadways in the Demised Premises;

c. Plant food plots for all wildlife and not interfere with farming;

d. Comply with all applicable laws and regulations applicable to hunting and the use of firearms reasonable and incidental to hunting;

e. Take all reasonable precautions against fire and littering; and

f. Perform those obligations set forth in **Schedule 8(f)**, attached hereto and incorporated herein by this reference.

Section 9. - Environmental.

a. For the purposes hereof, **"Environmental Law"** shall mean any and all federal, state or local laws, statutes, ordinances, regulations, orders or decrees for the protection of human health, the environment or public safety, now in existence or hereinafter promulgated. **"Hazardous Materials"** shall mean polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as "Regulated Substances", "Toxic Substances", "Hazardous Chemicals", "Hazardous Materials", "Hazardous Substances", or similar terms, in any Environmental Law or listed as such by the Environmental Protection Agency.

b. Tenant shall not cause or shall not permit the storage, use, generation, release, or disposition of any Hazardous Materials in, on, or about the Demised Premises, or any other portion of the Property, by Tenant, its directors, officers, members, agents, employees, invitees, and licensees present on the Demised Premises during the Term. Tenant shall not permit the Demised Premises to be used or operated in a manner that may cause any portion of the Demised Premises to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

c. Tenant will be solely responsible for and will defend, indemnify and hold harmless Landlord, its directors, officers, members, agents, and employees from and against all claims, costs, expenses, damages, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of Tenant's obligations in this Section. In the event of a breach by Tenant of Tenant's obligations under this Section, Tenant will be solely responsible for and will defend, indemnify, and hold harmless Landlord, its directors, officers, members, agents, and employees from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to remediate any such breach in a manner which properly removes all Hazardous Materials from the Demised Premises placed on the Demised Premises in violation of Tenant's obligations hereunder. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 10. - Attorney's Fees. In the event that Tenant defaults in the performance of any of the terms or obligations imposed upon Tenant by this Lease or the transactions contemplated hereby, Landlord may institute legal proceedings to enforce the provisions of this Lease. In such instance, in addition to any other remedy, Tenant shall be responsible for the reasonable attorneys' fees incurred by Landlord in pursuing such action. Landlord retains all rights at law and in equity to enforce the provisions of this Lease in accordance with applicable law.

Section 11. - Condition of the Demised Premises. The parties understand and agree that Landlord makes no representations or warranties whatsoever to Tenant concerning the condition or fitness for any purpose of the Demised Premises or any improvements located thereon, and Tenant accepts the Demised Premises in their current condition, **"AS IS"** and **"WITH ALL FAULTS"**.

Section 12. - Waiver of Liability.

a. Tenant shall indemnify and save harmless Landlord from and against any and all suits, actions, damages, claims, judgments, costs, liabilities, and expenses in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence (a) in, upon, or from the Demised Premises or any improvements thereon, regardless of the person or entity alleged to be responsible for such damage or injury; (b) the occupancy or use by Tenant of the Demised Premises occasioned in whole or in part by any act or omission by Tenant, Tenant's directors, officers, agents, contractors, employees, servants, invitees, licensees, or permitted subtenants; or (c) any action, activity, occupancy, or use by Tenant of any portion of the Demised Premises occasioned in whole or in part by any act or omission by Tenant, Tenant's directors, officers, agents, contractors, employees, servants, invitees, or licensees. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

b. Tenant shall store Tenant's property in and shall occupy the Demised Premises at Tenant's own risk, and Tenant hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss of life, bodily or personal injury, or property damage, regardless of the cause of such loss, injury, or damage. Landlord shall not be responsible or liable, at any time, for any loss or damage to Tenant's equipment, fixtures, or other personal property or to Tenant's business, and Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage to either the person or property of Tenant, Tenant's agents, contractors, or employees that may be occasioned by or through the acts or omissions of any other persons occupying any portion of the Demised Premises; and Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building or any of the equipment, machinery, utilities, appliances, or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss, or damage to any person or to any property of Tenant, or any other person, caused by or resulting from bursting, breaking, or leakage, steam, snow or ice running, backing up, seepage, or the overflow of water or sewage, in any part of the Demised Premises, or for any injury or damage caused by or resulting from acts of God or the elements, or for any defect in the construction, condition, or use of any portion of the Demised Premises, or for any machinery, equipment, or apparatus located therein. Tenant agrees to give prompt notice to Landlord in case of any fire or acts of God on the Demised Premises, or any claims by third parties concerning defects in the Demised Premises, or any fixtures or equipment located thereon. If Landlord is made a party to any litigation alleging liability of Landlord for any matters contained in this Section, Tenant shall protect and hold harmless Landlord and shall pay all costs, expenses, and reasonable attorneys' fees which may be incurred by Landlord as a result of such litigation.

b. Tenant agrees to promptly notify Landlord of any claim, action, proceeding, or suit instituted or threatened against Tenant or Landlord.

Section 13. - Destruction of the Property and Risk of Loss. If any improvements on the Demised Premises be demolished or damaged, in whole or in part, by fire or otherwise, and Landlord is so notified, then if requested by Landlord, Tenant shall repair or rebuild such improvements on the Demised Premises to the extent of any insurance proceeds under any policies maintained by Tenant. If Landlord does not request such repair or rebuild, and Tenant chooses not to repair or rebuild, then this Lease shall terminate as of the date of the destruction or damage, at the option of Tenant on notice to Landlord; otherwise, this Lease shall continue without any abatement of Rent.

Regardless of whether this Lease is terminated as a result of such destruction, the parties understand that Landlord shall have no duty whatsoever to make any repairs or rebuild any improvements as a result of any destruction which occurs on the Demised Premises. All risk of loss to the Demised Premises or any personal property located thereon, and the duty to make any repairs to the Demised Premises, unless caused by the willful misconduct of Landlord, shall be assumed solely by Tenant. Tenant shall have the sole and exclusive responsibility for any insurance for Tenant's personal property.

Section 14. - Default of Tenant. Upon (i) the breach of this Lease which is not cured within fifteen (15) days after notice from Landlord to Tenant, (ii) the use of the Demised Premises for any illegal purpose or in violation of the provisions of any federal, state, or local law or regulation, or (iii) Tenant's failure to pay Rent when due, Landlord shall have the right, at Landlord's sole option, to immediately terminate this Lease without further notice to Tenant, and Tenant shall remain liable and responsible for any and all past due Rent under this Lease. The exercise by Landlord of the rights granted pursuant to this Section shall not deprive Landlord of any other remedy against Tenant for possession or for damages. The failure of either party to insist on the strict observance by the other party of any covenant contained in this Lease shall in no way be construed as a waiver of a future breach of the same of other covenants. Landlord reserves all remedies and rights which may be available to it under applicable law.

Section 15. - Condemnation. If the Demised Premises are condemned by public authority by the exercise of eminent domain or otherwise, or if the Demised Premises are sold to or are otherwise acquired by any public authority, thereupon vesting title in such public authority, this Lease shall thereupon immediately terminate, and Landlord shall not be liable for any inconvenience or damage to Tenant. Any and all awards for such condemnation shall be the sole and exclusive property of Landlord. If only a portion of the Demised Premises is condemned by public authority by the exercise of eminent domain or otherwise (or if such portion is sold to or is otherwise acquired by any public authority) and if Tenant does not give a notice of termination to Landlord within thirty (30) days after title to such portion of the Demised Premises vests in such public authority, this Lease shall continue for the balance of the Term without any abatement of Rent and shall apply only to that portion of the Demised Premises remaining after such taking by public authority.

Section 16. - Notice. Any notice required or contemplated to be given to 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 addresses as first above written. Any party may change the address to which notices hereunder are to be sent to that party 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 17. - Successors in Interest. All rights and liabilities set forth in this Lease or otherwise imposed upon any party shall extend to the heirs, executors, administrators, successors, and, so far as same are assignable by the terms of this Lease, to the assigns of such party (whether voluntary by act of the parties or involuntary by operation of law). The parties may amend, modify, and/or supplement this Lease 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 18. - Construction. Feminine or neuter pronouns are to be substituted for those of the masculine form, and the plural is to be substituted for the singular number, in any place or places herein which the context may require such substitution. This Lease shall be construed under the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in the County of Pittsylvania, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Lease, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement

of judgments. If any ambiguity or question of intent or interpretation arises, this Lease 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 Lease.

Section 19. - Final Agreement. This Lease represents the final understanding between the parties; no representations shall be binding upon Landlord unless stated in this Lease; no agent of Landlord has authority to change or modify any of the terms hereof except by writing endorsed on or attached to this Lease; Tenant has inspected and examined the Demised Premises and agrees to accept the same; Landlord makes no warranties whatsoever regarding the fitness, operation, and continued usefulness of the Demised Premises for any purpose; and Landlord is under no obligation to make any repairs to the Demised Premises during the Term.

Section 20. - Quiet Enjoyment. Landlord agrees that so long as Tenant is not in default under this Lease, Tenant may quietly hold and enjoy the Demised Premises during the Term.

Section 21. - Headings. The descriptive headings in this Lease are inserted for convenience only and do not constitute a part of this Lease.

Section 22. - Survival. Any termination, cancellation or expiration of this Lease notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue, including without limitation.

Section 23. - Due Authorization. Tenant represents, warrants and agrees that the execution and performance of this Lease have been duly approved by all necessary corporate action and are not in violation of any other agreement Tenant has with any third parties; and that this Lease is a valid binding, legal obligation of Tenant, enforceable in accordance with its terms.

Section 24. - Non-waiver. No waiver of any term or condition of this Lease 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 Lease.

Section 25. - Counterparts. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same lease.

Section 26. - Severability. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 27. - Guaranty of Tenant's Performance. Tenant shall cause each of its members, guests, and invitees prior to entry upon the Demised Premises, to execute and to deliver to Landlord a certificate as shown on **Schedule 27**, attached hereto and incorporated herein by this reference, or in any other form reasonably satisfactory to Landlord, in which such member, guest and/or invitee agrees to be bound by all terms of this Lease, as such terms are applicable to Tenant, except for payment of Rent.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the following signatures to this **HUNTING LEASE RENEWAL AGREEMENT**:

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

By: _____

Title: _____

TENANT: **OAK HILL HUNT CLUB,** an unincorporated association

By: _____

Title: _____

Schedule 8(f)
(Other Obligations of Tenant)

Tenant, at its expense, shall perform or shall cause to be performed the following:

1. Tenant shall post all boundaries of the Demised Premises and shall maintain the same during the Term. The durable signs should include the name and address of Tenant.

2. Tenant agrees to exercise every prudent and reasonable means to monitor and maintain security of the Demised Premises.

3. Tenant shall keep the grass on the Demised Premises mowed to a height of less than four (4) inches.

4. Tenant shall cause each of its members, as a condition to entry and use of the Demised Premises as permitted under the Lease, to have in his/her possession a membership card valid for the current season, listing his/her name and signed in ink by the club president or other officer.

Schedule 27
CERTIFICATE

I, the undersigned, am a member, guest and/or invitee of Oak Hill Hunt Club (the "Club"). I agree to, acknowledge and state the following:

1. The Club has executed that certain Hunting Lease Renewal Agreement dated as of June 14, 2011 (the "Lease"), with Danville- Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia (the "Landlord"), for the lease of certain real property located in Pittsylvania County, Virginia, containing an aggregate of 560.13 acres, more or less, commonly known as the Hairston Farm (GPIN 1366-16-2959, containing 371.13 acres more or less) and the Shoffner Farm (GPIN 1367-01-8739, containing 189.00 acres, more or less), off State Road 863 (collectively, the "Demised Premises").

2. As a condition to my permitted entry upon and use of the Demised Premises, I agree to execute this Certificate.

3. I hereby consent and approve the terms and conditions of the Lease, and I do hereby guarantee the due and faithful performance of any and all obligations of the Club under and pursuant to the Lease, except for the Club's obligation to pay Rent (as defined in the Lease) under the Lease.

4. I further agree that the validity of the guaranty described in paragraph 3 above and my obligations hereunder shall in no way be terminated, affected or impaired by reason of: (a) the assertion by the Landlord of any rights or remedies which it may have under or with respect to the Lease against any other person or entity obligated under the Lease, (b) the release or exchange of any property or other collateral which may now or hereafter be available to the Landlord as security for the performance of the Club's obligations under the Lease, (c) the Landlord's failure to exercise, or delay in exercising, any such right or remedy which the Landlord may have under the Lease, the guaranty by me as set forth in this Certificate, or any security documents which may now or in the future grant a security interest to the Landlord to secure the Club's performance under the Lease, (d) the commencement of a case under the Bankruptcy Code by or against any person or entity obligated under the Lease, or (e) any payment made under the Lease, whether made by the Club, me, or any other person, which is required to be refunded pursuant to any bankruptcy or insolvency law; it being understood that no payment so refunded shall be considered as a payment of any portion of the obligation of the Club to which it was initially applied, nor shall it have the effect of reducing my liability hereunder.

5. My obligations under the Certificate, and those obligations of any other guarantors who may hereafter guarantee any obligations of the Club under the Lease, are and will be joint and several, and the Landlord may release or settle with any one or more guarantors at any time without affecting the continuing liability of the remaining guarantor(s).

6. Any amendments or other modifications to the Lease may be made by the Landlord and the Club upon such terms and conditions as the Landlord and the Club may see fit, without releasing or limiting any guarantor's obligations hereunder, which amendments or modifications may be made without any notice to or consent from any guarantor and whether or not any guarantor has filed or is in any way involved in any bankruptcy proceeding. Notwithstanding the foregoing, no such amendments or other modifications to the Lease shall cause me to be responsible for the payment of rent under the Lease.

7. I acknowledge that under §49-25 and §49-26 of the Code of Virginia (1950), as amended (the "Virginia Code") that under certain circumstances a surety, guarantor, or endorser may require a creditor to pursue any other persons liable on an indebtedness. I hereby knowingly and voluntarily waive all rights under §49-25 and §49-26 of the Virginia Code and hereby agree that the Landlord and its successors and assigns shall have no obligation to pursue the Club or other persons jointly liable with me and other guarantors on the guaranty set forth in this Certificate.

8. I hereby waive any right to assert lack of privity or the like as a defense to any claim by the Landlord (or its successors in interest) for a breach caused by me under the Lease. I agree that the Landlord shall be a direct

beneficiary of this Certificate and shall have the rights to enforce the provisions of this Certificate and to pursue all legal and equitable remedies against me in the event of a breach of this Certificate by me.

9. Any provision or provisions of this Certificate which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

10. This Certificate shall be binding upon me, my heirs, successors, assigns and legal representatives and shall inure to the benefit of the Landlord, its successors, assigns and legal representatives.

11. Unless otherwise more specifically provided for herein, the provisions of this Certificate shall survive the termination or expiration of my license to use the Demised Premises as a member, guest and/or invitee of the Club.

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

13. I acknowledge that I have had the opportunity to review the Lease to the extent I deemed necessary.

14. Without limiting my guaranty under this Certificate, I agree that I shall store my property in and shall occupy the Demised Premises at my own risk, and I hereby release the Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss of life, bodily or personal injury, or property damage, regardless of the cause of such loss, injury, or damage.

Signature: _____
Printed Name: _____
Address: _____
_____
_____

AGENDA
ITEM NUMBER 5.D

Resolution No. 2011-06-13-5D

A RESOLUTION TO APPROVE A ONE-YEAR HUNTING LEASE TO GUILFORD WHITETAIL MANAGEMENT, A NORTH CAROLINA CORPORATION, OF APPROXIMATELY 1,073.94 ACRES AT THE AUTHORITY'S MEGA PARK SITE (GPINS 1366-54-5996, 1367-42-8434, 1377-01-1754 AND A PORTION OF 1356-75-8216), COMMONLY KNOWN AS THE KLUTZ FARM; AND THE LEASE SHALL BE FOR THE USES OF HUNTING, FISHING AND RELATED OUTDOOR RECREATIONAL ACTIVITIES, AT A TOTAL RENTAL FEE OF $4,500.

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

WHEREAS, Guilford Whitetail Management, a North Carolina corporation (**"GWM"**), desires to enter into a lease from the Authority of that certain real property located in Pittsylvania County, Virginia, containing an aggregate of 1,073.94 acres, more or less, commonly known as the Kluttz Farm (GPIN 1366-54-5996, containing 563.92 acres, more or less; GPIN 1367-42-8434, containing 133.81 acres, more or less; GPIN 1377-01-1754, containing 176.21 acres; and a portion of GPIN 1356-75-8216, containing approximately 200 acres located north of Oak Hill Road), off State Road 863 (the **"Property"**), for the use of hunting, fishing and related outdoor recreational activities, at a total rental fee of Four Thousand Five Hundred Dollars ($4,500); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County and the City of Danville, Virginia, for the Authority to enter into a lease to GWM of the Property, for the use of hunting, fishing and related outdoor recreational activities, at a total rental fee of Four Thousand Five Hundred Dollars ($4,500); and

WHEREAS, the terms of such proposed lease are set forth in Schedule A, attached hereto and incorporated herein by this reference (the **"Lease"**).

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Lease as reviewed at this meeting, 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 the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Lease on behalf of the Authority, such execution of the Lease 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 Lease, 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 Lease and the matters contemplated therein.

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

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the Directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on June 13, 2011, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of June 2011.

_____

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

(SEAL)

Schedule A

[Form of Lease]

HUNTING LEASE RENEWAL AGREEMENT

THIS HUNTING LEASE RENEWAL AGREEMENT (this **"Lease"**) made as of the 17th day of May 2011, by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY,** a political subdivision of the Commonwealth of Virginia (**"Landlord"**), c/o City of Danville Finance Department, 427 Patton Street (24541) P.O. Box 3300, Danville, VA 24543, and **GUILFORD WHITETAIL MANAGEMENT,** a North Carolina corporation (**"Tenant"**), 4306 Matthews Lane, Greensboro, NC 27405.

W I T N E S S E T H :

That for and in consideration of the mutual promises and covenants contained in this Lease, the parties agree as follows:

Section 1. - Property Description. Landlord hereby leases to Tenant and Tenant rents from Landlord, all that certain real property located in Pittsylvania County, Virginia, containing an aggregate of 1,073.94 acres, more or less, commonly known as the Kluttz Farm (GPIN 1366-54-5996, containing 563.92 acres, more or less; GPIN 1367-42-8434, containing 133.81 acres, more or less; GPIN 1377-01-1754, containing 176.21 acres; and a portion of GPIN 1356-75-8216, containing approximately 200 acres located north of Oak Hill Road), off State Road 863 (the **"Demised Premises"**), under the terms and conditions herein.

Section 2. - Term. This Lease shall be for a term of one (1) year beginning May 17, 2011, and ending May 16, 2012 (the **"Term"**). This Lease may be terminated by either party at any time during the Term, without cause, upon such party providing the other party written notice of its intent to terminate the Lease thirty (30) days in advance of such termination, at which time the Rent (as hereafter defined) shall be prorated.

Section 3. - Rental Payments. Tenant agrees to pay to Landlord as rent (**"Rent"**) for the Term the amount of Four Thousand Five Hundred and 00/100 Dollars ($4,500.00), payable in advance. The payment of Rent pursuant to this Lease shall be delivered to Landlord at its address listed above.

Section 4. - Assignment. Tenant shall not be permitted to assign this Lease or sublet the Demised Premises, or any part thereof, for any reason whatsoever, without Landlord's written consent, which consent may be withheld by Landlord, in Landlord's absolute and sole discretion. Any attempted assignment or sublease, without Landlord's written consent, shall be null, void, and of no effect and shall constitute a material breach by Tenant of this Lease.

Section 5. - Insurance: Personal Property. It shall be the sole responsibility of Tenant to protect and, if Tenant desires, to insure Tenant's personal property or any other property of Tenant located on or upon the Demised Premises. The parties understand and agree that Tenant shall maintain, during the Term, commercial general liability insurance on the Demised Premises with a minimum limit of $1,000,000, naming Landlord as an additional insured, and that Tenant will provide Landlord with evidence of such insurance as requested by Landlord. Landlord shall have no liability whatsoever during the Term for any damage to any property of Tenant, or any property of any other person which may be located on the Demised Premises, or for any bodily injury or other damage to any person occurring on or from the Demised Premises, regardless of the cause thereof. To the extent permitted by law, Tenant hereby waives and releases any and all claims it may now or hereafter have against Landlord with respect to any damage to person or property of Tenant, its directors, officers, members, agents, employees, invitees, or licensees, which may occur on or relating to the Demised Premises, at any time during the Term, regardless of the cause of such damage or injury. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 6. - Use of Demised Premises by Tenant. Tenant shall have the right to use the Demised Premises during the Term for hunting, fishing, and related outdoor recreational activities and for no other use without the prior written approval of Landlord, which approval may be withheld in the sole discretion of Landlord; provided, however, that Tenant shall at all times have and maintain any required permits or governmental approvals necessary for the conduct of such activities; and provided, further, that Tenant shall at all times comply with all applicable laws and regulations concerning Tenant's use and occupancy of the Demised Premises during the Term. Tenant

understands and agrees that the Demised Premises shall not be used, at any time, for any purpose or in any manner which constitutes a violation of any federal, state or local law or regulation, and Tenant covenants and agrees to indemnify and save and hold harmless Landlord from any and all liability whatsoever arising out of any use of the Demised Premises for any purpose by Tenant, its directors, officers, members, agents, contractors, invitees, and licensees. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 7. - No Alcoholic Beverages. Tenant shall not permit the consumption of alcoholic beverages on the Demised Premises.

Section 8. - Other Obligations of Tenant. Tenant, at its expense, shall perform all of the following:

a. Post all property boundaries of the Demised Premises;

b. Cable and lock all roadways in the Demised Premises;

c. Plant food plots for all wildlife and not interfere with farming;

d. Comply with all applicable laws and regulations applicable to hunting and the use of firearms reasonable and incidental to hunting;

e. Take all reasonable precautions against fire and littering; and

Perform those obligations set forth in **Schedule 8(f)**, attached hereto and incorporated herein by this reference.

Section 9. - Environmental.

a. For the purposes hereof, **"Environmental Law"** shall mean any and all federal, state or local laws, statutes, ordinances, regulations, orders or decrees for the protection of human health, the environment or public safety, now in existence or hereinafter promulgated. **"Hazardous Materials"** shall mean polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as "Regulated Substances", "Toxic Substances", "Hazardous Chemicals", "Hazardous Materials", "Hazardous Substances", or similar terms, in any Environmental Law or listed as such by the Environmental Protection Agency.

b. Tenant shall not cause or shall not permit the storage, use, generation, release, or disposition of any Hazardous Materials in, on, or about the Demised Premises, or any other portion of the Property, by Tenant, its directors, officers, members, agents, employees, invitees, and licensees present on the Demised Premises during the Term. Tenant shall not permit the Demised Premises to be used or operated in a manner that may cause any portion of the Demised Premises to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

c. Tenant will be solely responsible for and will defend, indemnify and hold harmless Landlord, its directors, officers, members, agents, and employees from and against all claims, costs, expenses, damages, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of Tenant's obligations in this Section. In the event of a breach by Tenant of Tenant's obligations under this Section, Tenant will be solely responsible for and will defend, indemnify, and hold harmless Landlord, its directors, officers, members, agents, and employees from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to remediate any such breach in a manner which properly removes all Hazardous Materials from the Demised Premises placed on the Demised Premises in violation of Tenant's obligations hereunder. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 10. - Attorney's Fees. In the event that Tenant defaults in the performance of any of the terms or obligations imposed upon Tenant by this Lease or the transactions contemplated hereby, Landlord may institute legal proceedings to enforce the provisions of this Lease. In such instance, in addition to any other remedy, Tenant shall be responsible for the reasonable attorneys' fees incurred by Landlord in pursuing such action. Landlord retains all rights at law and in equity to enforce the provisions of this Lease in accordance with applicable law.

Section 11. - Condition of the Demised Premises. The parties understand and agree that Landlord makes no representations or warranties whatsoever to Tenant concerning the condition or fitness for any purpose of the Demised Premises or any improvements located thereon, and Tenant accepts the Demised Premises in their current condition, **"AS IS"** and **"WITH ALL FAULTS"**.

Section 12. - Waiver of Liability.

a. Tenant shall indemnify and save harmless Landlord from and against any and all suits, actions, damages, claims, judgments, costs, liabilities, and expenses in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence (a) in, upon, or from the Demised Premises or any improvements thereon, regardless of the person or entity alleged to be responsible for such damage or injury; (b) the occupancy or use by Tenant of the Demised Premises occasioned in whole or in part by any act or omission by Tenant, Tenant's directors, officers, agents, contractors, employees, servants, invitees, licensees, or permitted subtenants; or (c) any action, activity, occupancy, or use by Tenant of any portion of the Demised Premises occasioned in whole or in part by any act or omission by Tenant, Tenant's directors, officers, agents, contractors, employees, servants, invitees, or licensees. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

b. Tenant shall store Tenant's property in and shall occupy the Demised Premises at Tenant's own risk, and Tenant hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss of life, bodily or personal injury, or property damage, regardless of the cause of such loss, injury, or damage. Landlord shall not be responsible or liable, at any time, for any loss or damage to Tenant's equipment, fixtures, or other personal property or to Tenant's business, and Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage to either the person or property of Tenant, Tenant's agents, contractors, or employees that may be occasioned by or through the acts or omissions of any other persons occupying any portion of the Demised Premises; and Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building or any of the equipment, machinery, utilities, appliances, or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss, or damage to any person or to any property of Tenant, or any other person, caused by or resulting from bursting, breaking, or leakage, steam, snow or ice running, backing up, seepage, or the overflow of water or sewage, in any part of the Demised Premises, or for any injury or damage caused by or resulting from acts of God or the elements, or for any defect in the construction, condition, or use of any portion of the Demised Premises, or for any machinery, equipment, or apparatus located therein. Tenant agrees to give prompt notice to Landlord in case of any fire or acts of God on the Demised Premises, or any claims by third parties concerning defects in the Demised Premises, or any fixtures or equipment located thereon. If Landlord is made a party to any litigation alleging liability of Landlord for any matters contained in this Section, Tenant shall protect and hold harmless Landlord and shall pay all costs, expenses, and reasonable attorneys' fees which may be incurred by Landlord as a result of such litigation.

b. Tenant agrees to promptly notify Landlord of any claim, action, proceeding, or suit instituted or threatened against Tenant or Landlord.

Section 13. - Destruction of the Property and Risk of Loss. If any improvements on the Demised Premises be demolished or damaged, in whole or in part, by fire or otherwise, and Landlord is so notified, then if requested by Landlord, Tenant shall repair or rebuild such improvements on the Demised Premises to the extent of any insurance proceeds under any policies maintained by Tenant. If Landlord does not request such repair or rebuild, and Tenant chooses not to repair or rebuild, then this Lease shall terminate as of the date of the destruction or damage, at the option of Tenant on notice to Landlord; otherwise, this Lease shall continue without any abatement of Rent.

Regardless of whether this Lease is terminated as a result of such destruction, the parties understand that Landlord shall have no duty whatsoever to make any repairs or rebuild any improvements as a result of any destruction which occurs on the Demised Premises. All risk of loss to the Demised Premises or any personal property located thereon, and the duty to make any repairs to the Demised Premises, unless caused by the willful misconduct of Landlord, shall be assumed solely by Tenant. Tenant shall have the sole and exclusive responsibility for any insurance for Tenant's personal property.

Section 14. - Default of Tenant. Upon (i) the breach of this Lease which is not cured within fifteen (15) days after notice from Landlord to Tenant, (ii) the use of the Demised Premises for any illegal purpose or in violation of the provisions of any federal, state, or local law or regulation, or (iii) Tenant's failure to pay Rent when due, Landlord shall have the right, at Landlord's sole option, to immediately terminate this Lease without further notice to Tenant, and Tenant shall remain liable and responsible for any and all past due Rent under this Lease. The exercise by Landlord of the rights granted pursuant to this Section shall not deprive Landlord of any other remedy against Tenant for possession or for damages. The failure of either party to insist on the strict observance by the other party of any covenant contained in this Lease shall in no way be construed as a waiver of a future breach of the same of other covenants. Landlord reserves all remedies and rights which may be available to it under applicable law.

Section 15. - Condemnation. If the Demised Premises are condemned by public authority by the exercise of eminent domain or otherwise, or if the Demised Premises are sold to or are otherwise acquired by any public authority, thereupon vesting title in such public authority, this Lease shall thereupon immediately terminate, and Landlord shall not be liable for any inconvenience or damage to Tenant. Any and all awards for such condemnation shall be the sole and exclusive property of Landlord. If only a portion of the Demised Premises is condemned by public authority by the exercise of eminent domain or otherwise (or if such portion is sold to or is otherwise acquired by any public authority) and if Tenant does not give a notice of termination to Landlord within thirty (30) days after title to such portion of the Demised Premises vests in such public authority, this Lease shall continue for the balance of the Term without any abatement of Rent and shall apply only to that portion of the Demised Premises remaining after such taking by public authority.

Section 16. - Notice. Any notice required or contemplated to be given to 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 addresses as first above written. Any party may change the address to which notices hereunder are to be sent to that party 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 17. - Successors in Interest. All rights and liabilities set forth in this Lease or otherwise imposed upon any party shall extend to the heirs, executors, administrators, successors, and, so far as same are assignable by the terms of this Lease, to the assigns of such party (whether voluntary by act of the parties or involuntary by operation of law). The parties may amend, modify, and/or supplement this Lease 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 18. - Construction. Feminine or neuter pronouns are to be substituted for those of the masculine form, and the plural is to be substituted for the singular number, in any place or places herein which the context may require such substitution. This Lease shall be construed under the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in the County of Pittsylvania, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Lease, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement

of judgments. If any ambiguity or question of intent or interpretation arises, this Lease 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 Lease.

Section 19. - Final Agreement. This Lease represents the final understanding between the parties; no representations shall be binding upon Landlord unless stated in this Lease; no agent of Landlord has authority to change or modify any of the terms hereof except by writing endorsed on or attached to this Lease; Tenant has inspected and examined the Demised Premises and agrees to accept the same; Landlord makes no warranties whatsoever regarding the fitness, operation, and continued usefulness of the Demised Premises for any purpose; and Landlord is under no obligation to make any repairs to the Demised Premises during the Term.

Section 20. - Quiet Enjoyment. Landlord agrees that so long as Tenant is not in default under this Lease, Tenant may quietly hold and enjoy the Demised Premises during the Term.

Section 21. - Headings. The descriptive headings in this Lease are inserted for convenience only and do not constitute a part of this Lease.

Section 22. - Survival. Any termination, cancellation or expiration of this Lease notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue, including without limitation.

Section 23. - Due Authorization. Tenant represents, warrants and agrees that the execution and performance of this Lease have been duly approved by all necessary corporate action and are not in violation of any other agreement Tenant has with any third parties; and that this Lease is a valid binding, legal obligation of Tenant, enforceable in accordance with its terms.

Section 24. - Non-waiver. No waiver of any term or condition of this Lease 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 Lease.

Section 25. - Counterparts. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same lease.

Section 26. - Severability. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 27. - Guaranty of Tenant's Performance. Tenant shall cause each of its members, guests, and invitees prior to entry upon the Demised Premises, to execute and to deliver to Landlord a certificate as shown on **Schedule 27**, attached hereto and incorporated herein by this reference, or in any other form reasonably satisfactory to Landlord, in which such member, guest and/or invitee agrees to be bound by all terms of this Lease, as such terms are applicable to Tenant, except for payment of Rent.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the following signatures to this **HUNTING LEASE RENEWAL AGREEMENT:**

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

By: _____

Title: _____

TENANT: **GUILFORD WHITETAIL MANAGEMENT,** a North Carolina corporation

By: _____

Title: _____

Schedule 8(f)
(Other Obligations of Tenant)

Tenant, at its expense, shall perform or shall cause to be performed the following:

Tenant shall post all boundaries of the Demised Premises and shall maintain the same during the Term. The durable signs should include the name and address of Tenant.

Tenant agrees to exercise every prudent and reasonable means to monitor and maintain security of the Demised Premises.

Tenant shall keep the grass on the Demised Premises mowed to a height of less than four (4) inches.

Tenant shall cause each of its members, as a condition to entry and use of the Demised Premises as permitted under the Lease, to have in his/her possession a membership card valid for the current season, listing his/her name and signed in ink by the club president or other officer.

Schedule 27
CERTIFICATE

I, the undersigned, am a member, guest and/or invitee of **GUILFORD WHITETAIL MANAGEMENT,** a North Carolina corporation (the "Club"). I agree to, acknowledge and state the following:

1. The Club has executed that certain Hunting Lease Renewal Agreement dated as of May 17, 2011 (the "Lease"), with Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia (the "Landlord"), for the lease of certain real property located in Pittsylvania County, Virginia, containing an aggregate of 1,073.94 acres, more or less, commonly known as the Kluttz Farm (GPIN 1366-54-5996, containing 563.92 acres, more or less; GPIN 1367-42-8434, containing 133.81 acres, more or less; GPIN 1377-01-1754, containing 176.21 acres; and a portion of GPIN 1356-75-8216, containing approximately 200 acres located north of Oak Hill Road), off State Road 863 (collectively, the "Demised Premises").

2. As a condition to my permitted entry upon and use of the Demised Premises, I agree to execute this Certificate.

3. I hereby consent and approve the terms and conditions of the Lease, and I do hereby guarantee the due and faithful performance of any and all obligations of the Club under and pursuant to the Lease, except for the Club's obligation to pay Rent (as defined in the Lease) under the Lease.

4. I further agree that the validity of the guaranty described in paragraph 3 above and my obligations hereunder shall in no way be terminated, affected or impaired by reason of: (a) the assertion by the Landlord of any rights or remedies which it may have under or with respect to the Lease against any other person or entity obligated under the Lease, (b) the release or exchange of any property or other collateral which may now or hereafter be available to the Landlord as security for the performance of the Club's obligations under the Lease, (c) the Landlord's failure to exercise, or delay in exercising, any such right or remedy which the Landlord may have under the Lease, the guaranty by me as set forth in this Certificate, or any security documents which may now or in the future grant a security interest to the Landlord to secure the Club's performance under the Lease, (d) the commencement of a case under the Bankruptcy Code by or against any person or entity obligated under the Lease, or (e) any payment made under the Lease, whether made by the Club, me, or any other person, which is required to be refunded pursuant to any bankruptcy or insolvency law; it being understood that no payment so refunded shall be considered as a payment of any portion of the obligation of the Club to which it was initially applied, nor shall it have the effect of reducing my liability hereunder.

5. My obligations under the Certificate, and those obligations of any other guarantors who may hereafter guarantee any obligations of the Club under the Lease, are and will be joint and several, and the Landlord may release or settle with any one or more guarantors at any time without affecting the continuing liability of the remaining guarantor(s).

6. Any amendments or other modifications to the Lease may be made by the Landlord and the Club upon such terms and conditions as the Landlord and the Club may see fit, without releasing or limiting any guarantor's obligations hereunder, which amendments or modifications may be made without any notice to or consent from any guarantor and whether or not any guarantor has filed or is in any way involved in any bankruptcy proceeding. Notwithstanding the foregoing, no such amendments or other modifications to the Lease shall cause me to be responsible for the payment of rent under the Lease.

7. I acknowledge that under §49-25 and §49-26 of the Code of Virginia (1950), as amended (the "Virginia Code") that under certain circumstances a surety, guarantor, or endorser may require a creditor to pursue any other persons liable on an indebtedness. I hereby knowingly and voluntarily waive all rights under §49-25 and §49-26 of the Virginia Code and hereby agree that the Landlord and its successors and assigns shall have no obligation to pursue the Club or other persons jointly liable with me and other guarantors on the guaranty set forth in this Certificate.

8. I hereby waive any right to assert lack of privity or the like as a defense to any claim by the Landlord (or its successors in interest) for a breach caused by me under the Lease. I agree that the Landlord shall be a direct

beneficiary of this Certificate and shall have the rights to enforce the provisions of this Certificate and to pursue all legal and equitable remedies against me in the event of a breach of this Certificate by me.

9. Any provision or provisions of this Certificate which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

10. This Certificate shall be binding upon me, my heirs, successors, assigns and legal representatives and shall inure to the benefit of the Landlord, its successors, assigns and legal representatives.

11. Unless otherwise more specifically provided for herein, the provisions of this Certificate shall survive the termination or expiration of my license to use the Demised Premises as a member, guest and/or invitee of the Club.

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

13. I acknowledge that I have had the opportunity to review the Lease to the extent I deemed necessary.

14. Without limiting my guaranty under this Certificate, I agree that I shall store my property in and shall occupy the Demised Premises at my own risk, and I hereby release the Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss of life, bodily or personal injury, or property damage, regardless of the cause of such loss, injury, or damage.

Signature: _____
Printed Name: _____
Address: _____
_____
_____

AGENDA
ITEM NUMBER 5.E

Earl B. Reynolds, Jr.
Director
427 Patton Street
P. O. Box 3300
Danville, Virginia 24543
Phone: (434) 799-5261
TTY: (434) 773-8142
Fax: (434) 797-8919
www.danville-va.gov

Department of Community DEVELOPMENT
City of Danville, Virginia

Kenneth C. Gillie, Jr.
Director of Planning

Jerry D. Rigney
Director of Inspections

Dianne W. Morris
Director of Housing & Development

MEMO TO: RIFA Board Members

MEMO FROM: Kenneth C. Gillie Jr., Director of Planning/Zoning Administrator (KCG)

RE: EIT Building Covenant Review

DATE: June 3, 2011

Article 5.1 of the Restrictive Covenants for the Cyber Park requires that the review committee approve any improvements on a parcel prior to construction. EIT has requested approval to build a structure within the Cyber Park at the intersection of Slayton Avenue and Stinson Drive. An elevation drawing and floor plan are attached to this memo.

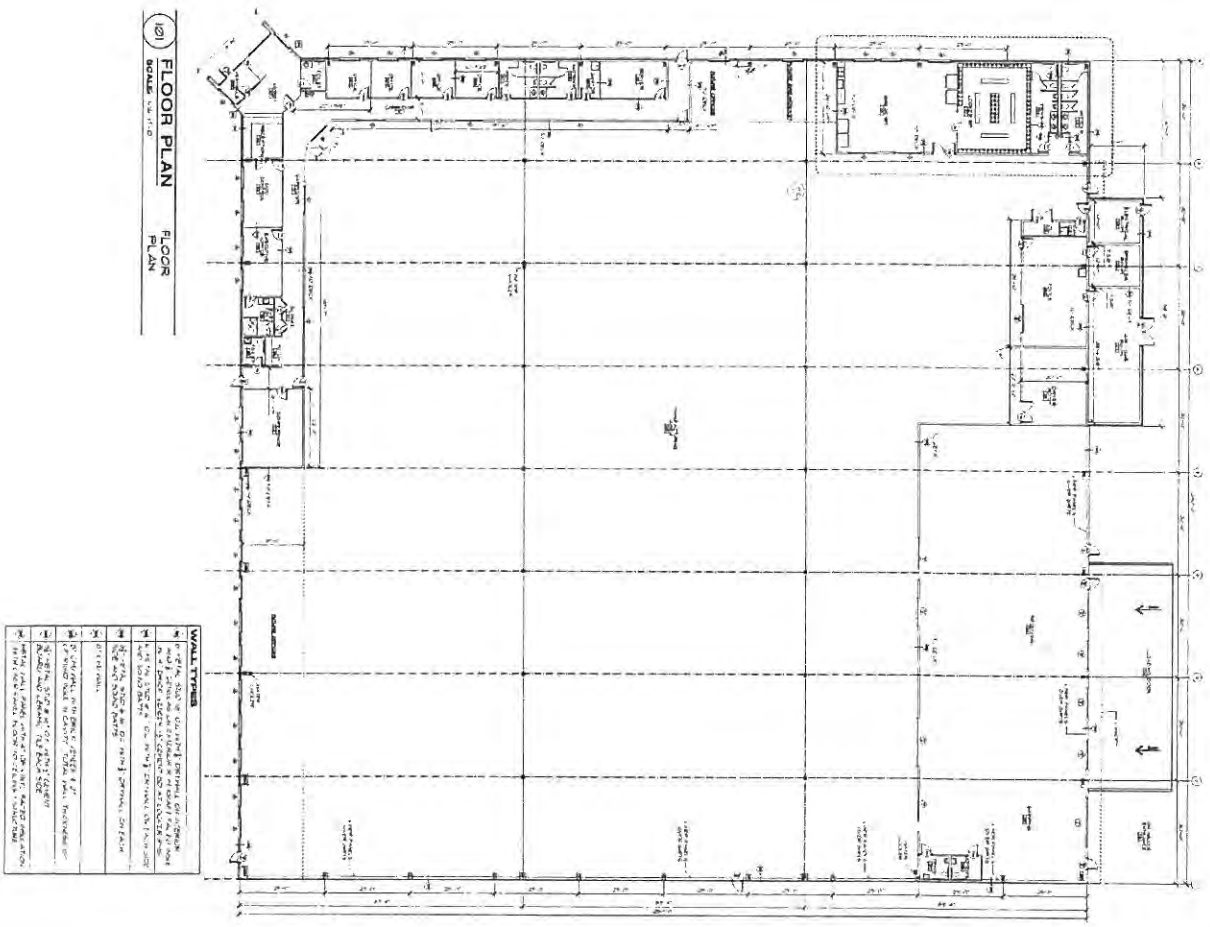
The proposal calls for the building to be brick on three (3) sides, with metal wall panels on the north wall to allow for future expansion. This wall will be less visible due to existing vegetation. The remainder of the site complies with the covenants for minimum landscaping, building and parking location and signage.

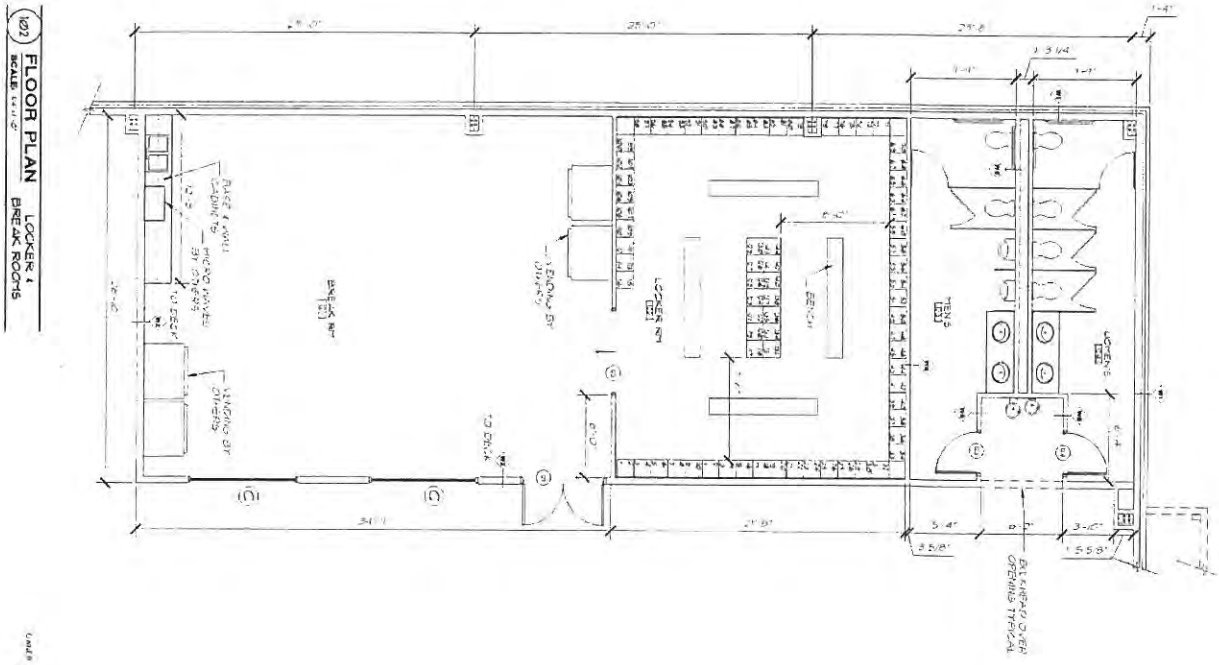
Appendix A, Section 3.0 requires that approved materials "shall be required on all four (4) sides of the building." The one wall proposed to not have brick to allow for expansion is not consistent with this requirement, but is understandable as a cost saving measure to promote future expansion. The review committee may wish to place a restriction that would require this wall to be finished with brick similar to the other walls if the expansion does not occur within a certain agreed upon timeframe.

Other than this issue, I feel that this facility is consistent with the requirements of the Cyber Park covenants and recommend that the review committee grant approval of its construction.

CRADDOCK CUNNINGHAM
ARCHITECTURAL PARTNERS

BLAIR
CONSTRUCTION





A 1	FLOOR PLAN	BLAIR CONSTRUCTION	EIT, Inc. CYBER PARK DANVILE, VIRGINIA	

AGENDA
ITEM NUMBER 5.F

Earl B. Reynolds, Jr.
Director
427 Patton Street
P. O. Box 3300
Danville, Virginia 24543
Phone: (434) 799-5261
TTY: (434) 773-8142
Fax: (434) 797-8919
www.danville-va.gov

Department of Community DEVELOPMENT
City of Danville, Virginia

Kenneth C. Gillie, Jr.
Director of Planning

Jerry D. Rigney
Director of Inspections

Dianne W. Morris
Director of Housing & Development

MEMO TO: RIFA Board Members

MEMO FROM: Kenneth C. Gillie Jr., Director of Planning/Zoning Administrator (KCG)

RE: SEnTeC Tower and Outside Storage Covenant Review

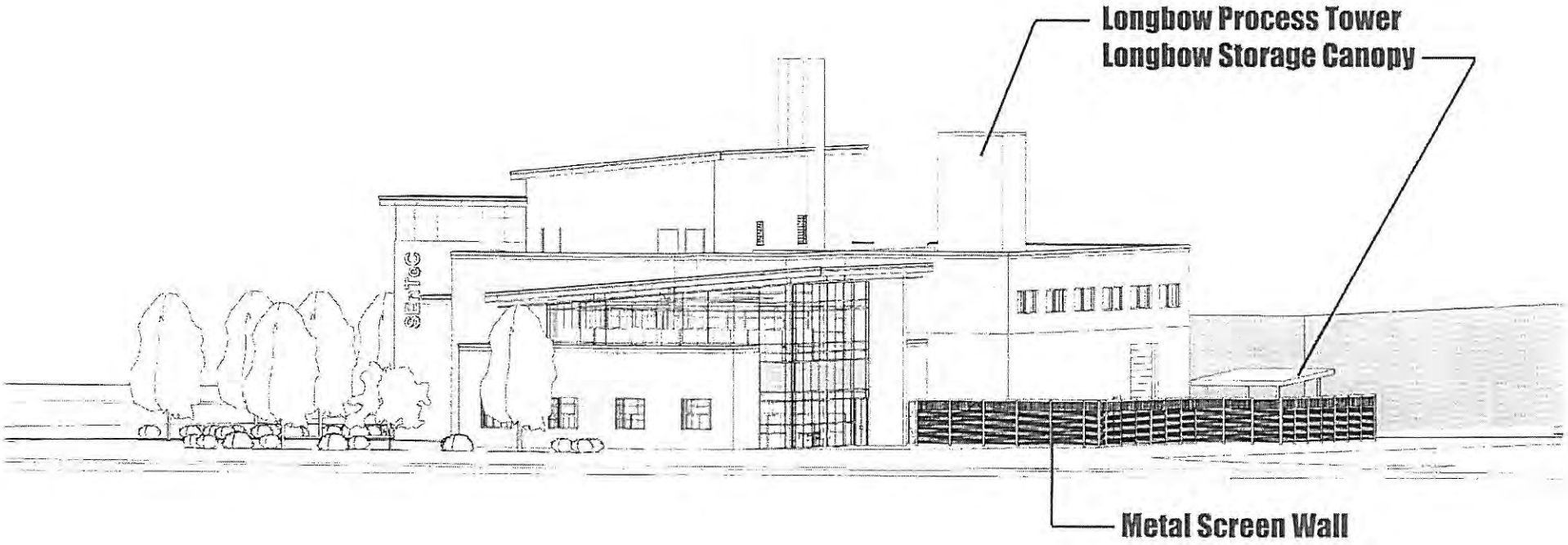
DATE: June 3, 2011

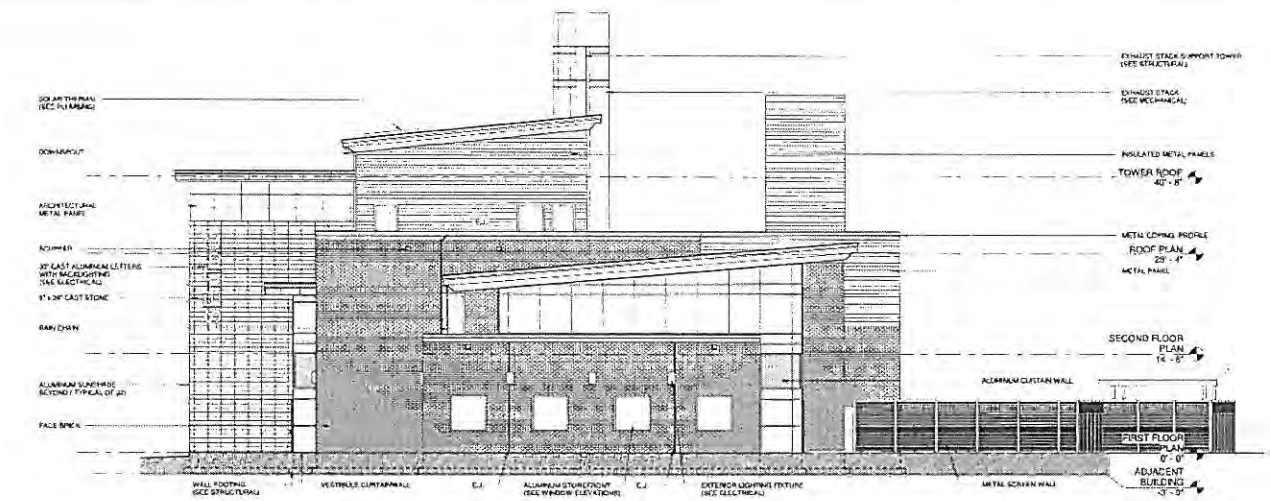
Article 5.1 of the Restrictive Covenants for the Cyber Park requires that the review committee approve any improvements on a parcel prior to construction. SEnTeC has proposed the erection of a tower, as well as an exterior covered storage area. Elevation drawings and photo are attached to this memo.

The tower will be constructed of insulated metal wall panels identical to those already used on the penthouse, and not exceed the height of that feature. The storage area is proposed to be a pre-engineered louvered metal screen system, with a metal canopy.

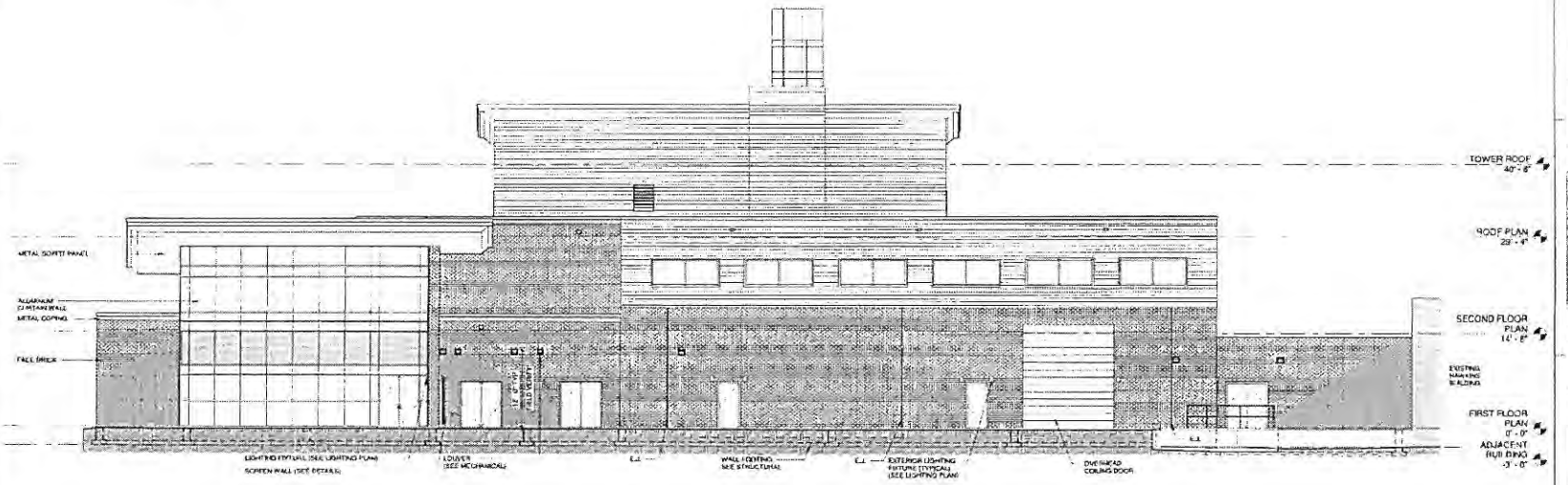
Article 5.9 requires that "Air-conditioning towers, rood-mounted equipment or other essential fixtures, such as electric transformers, trash compactors, trash dumpsters, satellites, generators, etc. which are necessary for the use of the buildings shall be permitted and shall be screened by building wall, parapet, or other landscape feature."

After review of the covenants, it is recommended that these items be approved for construction.


Longbow Process Tower
Longbow Storage Canopy
Metal Screen Wall



1 REVISED EAST ELEVATION LONGBOW TOWER



2 REVISED NORTH ELEVATION LONGBOW

Dewberry

Dewberry & Davis, Inc.

INSTITUTE FOR ADVANCED LEARNING AND RESEARCH

Sustainable Energy Technology Center (SEnTeC)

ELKTON AVENUE
DANVILLE, VIRGINIA

SCALE 1/8" = 1'-0"

No.	Description	Date

Drawn By: Author
Approved By: Approver
Checked By: Checker
Date: 2010.06.01

REVISED ELEVATIONS

Project No. 50027450

SA-18

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

AGENDA
ITEM NUMBER 5.H

Danville - Pittsylvania Regional Industrial Facility Authority

Financial Status

Table of Contents

A. $7.3 Million Bonds

B. General Expenditures for FY 2011

C. Mega Park

D. Cane Creek Centre – Lots 3 & 9

E. Yorktowne Reimbursement

F. Rent, Interest, and Other Income Realized

G. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

$7.3 million Bonds for Cane Creek Centre - Issued in August 2005

As of May 31, 2011

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding					
Funds from bond issuance	$ 7,300,000.00				
Issuance cost	(155,401.33)				
Bank fees	(98.25)				
Interest earned to date	486,217.35				
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		7,600.00	7,600.00	-	
Dewberry contracts [1]		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant [4,5]		71,881.00	7,274.50	64,606.50	
Yorktowne Sound Buffer		-	-	-	
Land			2,560,921.67	-	
Demolition services			33,761.62	-	
Legal fees			48,954.23	-	
Other expenditures			9,689.70	-	
Total	$ 7,630,717.77	$ 4,095,388.50	$ 6,585,318.08	$ 64,606.50	**$ 980,793.19**

notes:

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

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

[3] *Project completed under budget*

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

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

[5] *The budget amount decreased $71,279.61 from the September 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.*

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 2011

As of May 31, 2011

	Funding	Budget	Expenditures	Encumbered	Unexpended / Unencumbered
Funding					
City	$ 20,000.00				
County	20,000.00				
Carryforward from FY10	79,533.66				
Transfer in from rental income realized [3]	50,000.00				
Transfer in from Research Facility-Build Out budget [1]	37.16				
Contingency					
Bank Fees		$ -	$ 4,071.25	$ -	$ -
Surveying of lots		-	1,700.00	-	-
Subsurface exploration at Cane Creek Centre		-	2,889.00	-	-
Dewberry - subdivide Cane Creek Centre		-	10,250.00	-	-
Repairs to Mega Park rental property		-	30.26	-	-
Mega Park - rezoning fees		-	278.24	-	-
Total Contingency Budget		21,400.00	19,218.75	-	2,181.25
Legal [2]		110,570.82	99,084.75	-	11,486.07
Accounting		18,000.00	18,000.00	-	-
Postage & Shipping		100.00	-	-	100.00
Meals		2,500.00	2,344.56	-	155.44
Utilities		10,000.00	7,540.51	-	2,459.49
Insurance		7,000.00	119.00	-	6,881.00
Total	$ 169,570.82	$ 169,570.82	$ 146,307.57	$ -	**$ 23,263.25**

[1] This was the remaining balance on the Research Facility - Build Out project upon completion. This is a portion of the interest earned while the funds from the Danville Regional Foundation were invested in a money market account. Per the Danville Regional Foundation, this belongs to RIFA. The RIFA Board approved to transfer this to the General Expenditures budget at its October 12, 2010 meeting.

[2] The Board approved at its December 13, 2010 meeting to increase the legal budget using $14,570.82 of available funding and transferring $6,000 from the Contingency budget.

[3] The RIFA Board approved at its March 14, 2011 meeting to transfer $50,000 from rental income realized to the General Expenditures budget to cover legal and contingency items. The entire $50,000 has been budgeted for legal at this time.

Danville-Pittsylvania Regional Industrial Facility Authority

Mega Park

As of May 31, 2011

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding					
City contribution	$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property [1]	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Land					
Klutz property		$ 8,394,553.50	$ 8,394,553.50	$ -	
Canter property [2]		1,200,000.00	1,200,000.00	-	
Adams property		37,308.00	37,308.00	-	
Carter property		5,843.00	5,843.00	-	
Jane Hairston property		1,384,961.08	1,384,961.08	-	
Bill Hairston property		201,148.00	201,148.00	-	
Shoffner Property		1,872,896.25	1,872,896.25	-	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis[3]		990,850.00	948,385.79	42,464.21	
Consulting Services - McCallum Sweeney		115,000.00	92,130.18	22,869.82	
Total	$ 14,388,399.83	$ 14,231,524.83	$ 14,166,190.80	$ 65,334.03	$ 156,875.00

[1] *This figure does not include the interest the City is losing from the uninvested funds.*

[2] *Settlement fees have been charged to general expenditures until a funding source is available*

[3] *This contract was originally for $814,500, but has been amended to include a traffic impact analysis, and a cemetery survey. $740,000 will be covered by the FY09 Tobacco Allocation and $250,850 will be covered by the FY10 Tobacco Allocation.*

Danville-Pittsylvania Regional Industrial Facility Authority

Cane Creek Centre - Lots 3 & 9

As of May 31, 2011

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding					
EDA Grant Investment	$ 2,275,030.00				
Tobacco Commission FY10 Reserve Fund Allocation	426,568.00				
Local Match - RIFA[1]	142,190.00				
Expenditures					
Dewberry & Davis		$ 111,600.00	$ 10,710.00	$ 100,890.00	
Advertisements for bids		-	2,383.00	-	
Total	$ 2,843,788.00	$ 111,600.00	$ 13,093.00	$ 100,890.00	**$ 2,729,805.00**

[1] *Bond funds are available to cover this local match.*

Danville-Pittsylvania Regional Industrial Facility Authority

Yorktowne Reimbursement

As of May 31, 2011

Yorktowne Reimbursement*	$ 181,339.68

*Since Yorktowne did not meet the job requirements set forth in its initial Performance Agreement executed in 2005, it is repaying incentive money to RIFA to account for the jobs not created. In accordance with the amended Performance Agreement, we received one payment from Yorktowne in the amount of $45,334.92 in November 2009. We received another payment of $136,004.76 in November 2010. No further payments are due unless Yorktowne fails to meet the new targets in the amended performance agreement. The RIFA Board approved at the March 14, 2011 meeting to retain these funds for use within RIFA. These funds are available for the RIFA Board to allocate to budgets as needed.

Danville-Pittsylvania Regional Industrial Facility Authority

Rent, Interest, and Other Income Realized

As of May 31, 2011

		Funding		Expenditures		Unexpended / Unencumbered
Funding						
Rent Received						
Hawkins Research Building Rent Received from IALR [1, 4]	$	392,332.77				
Cedar Lane Rent Received		10,800.00				
Gilbert Building Rent Received from Securitas		10,400.00				
Klutz Farm Rent Received		6,500.00				
Oak Hill Hunting Club Rent Received		4,000.00				
Sod Farm Rent Received		6,500.00				
Browning & Associates Rent Received		1,000.00				
Hughes Property Rent Received		400.00				
	$	431,932.77				
Interest Received [2]	$	22,933.86				
Expenditures						
Disbursement to IALR for SEnTeC project [1]			$	278,812.00		
Transfer to General Expenditures budget [3]				50,000.00		
Total	$	454,866.63	$	328,812.00	$	126,054.63

[1] A portion of the rent received from the IALR for the Hawkins Research Building was Board-restricted for the SEnTeC project. RIFA disbursed $278,812.00 to the IALR to fully satisfy this commitment made by the Board at the June 11, 2008 meeting.

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

[3] The RIFA Board approved to transfer $50,000 from rental income realized to the General Expenditures budget at its March 14, 2011 meeting.

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

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Assets [1, 2]
*May 31, 2011**

	Unaudited FY 2011
Assets	
Current assets	
Cash - checking	$ 475,415
Cash - money market	489,525
Prepaids	4,384
Total current assets	969,325
Noncurrent assets	
Restricted cash - project fund	1,046,175
Restricted cash - debt service fund	637,929
Capital assets not being depreciated	24,193,225
Capital assets being depreciated, net	28,161,909
Construction in progress	1,023,794
Unamortized bond issue costs	116,551
Total noncurrent assets	55,179,583
Total assets	56,148,908
Liabilities	
Current liabilities	
Due to City of Danville	10,457,372
Bonds payable - current portion	285,000
Security deposit	1,000
Total current liabilities	10,743,372
Noncurrent liabilities	
Bonds payable - less current portion	5,895,000
Total noncurrent liabilities	5,895,000
Total liabilities	16,638,372
Net Assets	
Invested in capital assets - net of related debt	38,425,660
Unrestricted	1,084,876
Total net assets	$ 39,510,536

[1] Please note that 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 that this balance sheet does not include 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 that these statements are for the period ended May 31, 2011 as of June 1, 2011, 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 Assets
*May 31, 2011**

	Unaudited FY 2011
Operating revenues	
Rental income	399,633
Reimbursement of incentive grants	180,000
Other grants	575,000
Total operating revenues	1,154,633
Operating expenses [4]	
Mega Park expenses [3]	146,006
Cane Creek Centre expenses [3,5]	100,237
Cyber Park expenses [3]	23,165
Economic development - Cyberpark	934,531
Economic development - Cane Creek Centre	622,126
Grant passthrough - Mega Park	500,000
Professional fees	43,426
Insurance	6,065
Other operating expenses	10,539
Total operating expenses	2,386,095
Operating loss	(1,231,462)
Non-operating revenues (expenses)	
Interest income	3,198
Interest expense	(15,465)
Total non-operating expenses, net	(12,267)
Net loss before capital contributions	(1,243,729)
Capital contributions	
Contribution - City of Danville	193,058
Contribution - Pittsylvania County	193,058
Total capital contributions	386,116
Change in net assets	(857,613)
Net assets at July 1,	40,368,149
Net assets at May 31,	$ 39,510,536

[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 that this line item includes $61,715 for fees related to the $7.3M bonds for Cane Creek.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
*May 31, 2011**

		Unaudited FY 2011
Operating activities		
Receipts from grant reimbursement requests	$	329,814
Receipts from incentive repayment		136,005
Receipts from leases		404,934
Payments to suppliers for goods and services		(703,657)
Net cash provided by operating activities		167,096
Capital and related financing activities		
Capital contributions		566,116
Interest paid on bonds		(17,589)
Principal repayments on bonds		(275,000)
Net cash provided by capital and related financing activities		273,527
Investing activities		
Interest received		3,198
Net cash provided by investing activities		3,198
Net increase in cash and cash equivalents		443,821
Cash and cash equivalents - beginning of year (including restricted cash)		2,205,223
Cash and cash equivalents - through May 31, 2011 (including restricted cash)	$	2,649,044
Reconciliation of operating loss before capital contributions to net cash provided by operating activities:		
Operating loss	$	(1,231,462)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Non-cash economic incentive expenses		1,202,845
Non-cash economic incentive reimbursements		(180,000)
Changes in assets and liabilities:		
Change in prepaids		6,086
Change in due from other governments		254,814
Change in other receivables		140,305
Change in accounts payable		(26,492)
Change in security deposit		1,000
Net cash provided by operating activities	$	167,096

Components of cash and cash equivalents at May 31, 2011:		
American National - Checking	$	475,415
American National - General money market		489,525
Wachovia - $7.3M Bonds CCC Debt service fund		637,929
Wachovia - $7.3M Bonds CCC Project fund		1,046,175
	$	2,649,044