

Danville-Pittsylvania Regional Industrial Facility Authority

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

AGENDA

October 12, 2021

12:00 P.M.

**Institute for Advanced Learning and Research
150 Slayton Avenue, Room 206
Danville, Virginia**

County of Pittsylvania Members

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

City of Danville Members

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

Staff

**Kenneth F. Larking, City Manager, Danville
David M. Smitherman, Pittsylvania County Administrator
Christian & Barton, LLP, Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer**

Danville-Pittsylvania Regional Industrial Facility Authority

1. MEETING CALLED TO ORDER

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 the public and the Authority]*

4. APPROVAL OF MINUTES OF THE SEPTEMBER 13, 2021 MEETING.

5. NEW BUSINESS

- A. Consideration of Resolution No. 2021-10-12-5A, authorizing the negotiation, execution and delivery of a Deed of Easement and Right of Way Agreement between the Authority and Appalachian Power Company, a Virginia corporation, a unit of American Electric Power, as grantee, under which the Authority would grant a transmission line easement over, through and along that certain real property (GPIN 1367-30-1931) located in the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, in order to install a 138kV transmission line – Brian Bradner, P.E., Vice President, Dewberry Engineers Inc., and Matthew D. Rowe, Director of Economic Development, Pittsylvania County
- B. Consideration of Resolution No. 2021-10-12-5B, authorizing the negotiation, execution and delivery of a Supplemental Easement and Right of Way Agreement between the Authority and Appalachian Power Company, a Virginia corporation, a unit of American Electric Power, as grantee, under which the Authority would grant a supplemental easement over, through and along certain real property (GPINs 1356-75-0037 and 1367-41-6185) located in the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, in order to relocate a 69kV transmission line – Mr. Bradner and Mr. Rowe
- C. Financial Status Reports as of September 30, 2021 – Mr. Michael L. Adkins, Authority Treasurer and Henrietta Weaver, CPA, City of Danville, Virginia

6. CLOSED SESSION

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

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

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- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.
- E. As permitted by Virginia Code § 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

RETURN TO OPEN SESSION

- F. Confirmation of Motion and Vote to Reconvene in Open Meeting.
- G. Motion to Certify Closed Meeting.

7. NEW BUSINESS CONTINUED

- A. Consideration of Resolution No. 2021-10-12-7A, authorizing the negotiation, execution and delivery of a Supplemental Right of Way and Easement Agreement between the Authority and Appalachian Power Company, a Virginia corporation, a unit of American Electric Power, as grantee, under which the Authority would grant a supplemental easement for an additional thirty feet, which is fifteen feet on both sides, of the current right of way, where the total easement area will equal one hundred thirty feet in total width over, through and along New Lot 7C-1, Lot 8 and Lot 11 of the Authority's Cane Creek Centre project, located in Pittsylvania County,

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Virginia, and the compensation paid to the Authority shall be equal to \$35,000 per acre – Mr. Bradner and Mr. Rowe

8. COMMUNICATIONS FROM:

A. Authority Board Members

B. Staff

- i. Marketing Overview for Southern Virginia Megasite at Berry Hill – Corrie Teague Bobe, Director of Economic Development, City of Danville, and Mr. Rowe
- ii. Discussion on update/replacement of entrance sign for Cane Creek Centre – Ms. Bobe

9. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	10/12/2021
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the September 13, 2021 Meeting.

ATTACHMENTS

Meeting Minutes – 09/13/2021

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

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September 13, 2021

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:13 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 206, Danville, Virginia. Present were City of Danville Members Chairman Sherman M. Saunders, J. Lee Vogler, Jr., and Alternate Dr. Gary P. Miller. Pittsylvania County Members present were Robert W. Warren, Vice Chairman Ronald S. Searce and Alternate Vic Ingram.

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

Chairman Sherman M. Saunders presided.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

AMEND AGENDA

Mr. Vogler **moved** to Amend the Agenda to Add New Item 7B, to ratify an agreement with VDOT signed by the County Administrator and City Manager. Specifically, the agreement was to contribute \$279,399 of local funds toward the Berry Hill Connector Road. The Motion was **seconded** by Mr. Searce and carried by the following vote:

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

APPROVAL OF MINUTES OF THE AUGUST 9, 2021 MEETING AND AUGUST 25, 2021 SPECIAL MEETING.

Upon **Motion** by Mr. Searce and **second** by Mr. Vogler, Minutes of the August 9, 2021 Meeting and August 25, 2021 Special Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION OF RESOLUTION 2021-09-13-5A RATIFYING THE LOCAL PERFORMANCE AGREEMENT WITH TYSON FOODS

City of Danville Director of Economic Development Corrie Bobe explained this item was to ratify the Resolution that was previously approved, related to the recent announcement of Tyson locating and constructing a new facility at Cane Creek Centre on Lot 9. It will be a 325,000 square foot facility, and they will invest \$295M between the building and machinery and tools. They also plan to employ 376 full time positions with average wages in excess of \$41,000 per year. The incentive proposal outlines and specifies the value of both the Tobacco

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Commission Opportunity Fund Grant and interest free loan which totals just over \$1.5M, and the Local Enterprise Jobs Grant which totals \$240,500. RIFA was offering, through the Industrial Enhancement Grant, a 70% rebate on Real Estate and Machinery and Tools Tax over a ten-year period, and the waiving of Zoning and Building Permit Fees. In addition, RIFA will be contributing the land for this investment. All of this was outlined within the Agreement and staff was looking for the formal approval. Counsel to the Authority Michael Guanzon explained the Board had already approved this at the last Special Meeting; the only thing that wasn't disclosed then were the state incentives and the actual identify of the company. Pittsylvania County Director of Economic Development Matt Rowe noted they have shared their thanks to RIFA, in addition to the City Council and County Board for. They came to Ms. Bobe and himself looking for dates, through the Governor's Office, for a potential October groundbreaking event.

Mr. Warren **moved** for adoption of *Resolution No. 2021-09-13-5A, ratifying that certain Local Performance Agreement, pursuant to Resolution No. 2021-08-25-4A Special, with Tyson Foods, Inc., a Delaware corporation and Tyson Farms, Inc., a North Carolina corporation, a previously undisclosed industry recruit, for the establishment and operation of a state-of-the-art, no-kill, food processing facility to process and package ready-to-eat consumer foods in the Authority's Cane Creek Centre Industrial Park, located in Pittsylvania County, Virginia.*

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

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

5B. FINANCIAL STATUS REPORTS AS OF AUGUST 31, 2021

Authority Treasurer Michael Adkins gave the Financial Status report as of August 31, 2021. Mr. Adkins announced that Henrietta Weaver, who has served as the Accountant for RIFA, received a promotion and will be the City's Budget Director as of October 1, 2021. She will be continuing on with RIFA's work for the foreseeable future, during the transition.

Cane Creek Bonds showed no activity for the month of August. General Expenditures for Fiscal Year 2021 show RIFA paid \$29,082 to Christian & Barton for General Legal Fees, and \$14,475 to Hunton Andrews Kurth related to the closing of the \$4.5M Tobacco Commission Loan. The current Fiscal Year General Expenditures include the monthly meals expense of \$233 and monthly utility expense of \$31. Any unexpended money from FY21 was carried over to FY22 and shows up as a contingency line item. Under Funding for Berry Hill Other than Bonds, the only change there was staff removed an encumbrance that was in place. There was a \$976,500 encumbrance with AEP; that was for right of way acquisition and also the relocation of the electric line. That work has been completed, and Mr. Rowe confirmed with AEP that there were no outstanding bills or expenses. That funding, which was a mix of grant funding and local funding was now available for work that VDOT would be doing for right of way and roadway. Mr. Adkins noted there was an item added to the agenda in relation to that, and there was more than enough funding to take care of that added item. Lots 1 and 2, and Water and Sewer at Berry Hill showed no activity for August. Rent, Interest and Other Income for FY 21 showed no activity, and the current fiscal year showed RIFA received \$43,982 from the Institute related to the Hawkins' Building for July and August payments, \$1,000 from Axxor for the Cane Creek sign, and the banking account earned \$47 in interest.

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RIFA expended \$21,966 to the Institute for the Hawkins' Building maintenance agreement and \$117,000 to Morgan Olsen for an Enterprise Zone grant.

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

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

5C. REPORT ON THE SOUTHERN VIRGINIA MEGASITE MARKETING

Pittsylvania Director of Economic Development Matt Rowe noted due to the activity level at the Megasite, staff requested this item be **TABLED** to the October meeting.

Mr. Warren **moved** that Item 5C be **TABLED** to the October RIFA meeting. The Motion was **seconded** by Mr. Vogler and carried by the following vote:

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

6. CLOSED SESSION

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

At 12:24 p.m. Mr. Vogler **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

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

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

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

C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and

D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

E. As permitted by Virginia Code § 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

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

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

RETURN TO OPEN SESSION

On **Motion** by Mr. Vogler and **second** by Mr. Searce and by unanimous vote at 1:01 p.m., the Authority returned to open meeting.

Mr. Searce **moved** for adoption of the following Resolution:

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

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

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

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

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

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COMMUNICATIONS

Mr. Warren requested staff to review the by-laws; he has been reading through them and thinks there were some items that needed to be looked at since they were talking about two different jurisdictions, to make sure the interests of both were protected and covered. With regard to the agenda, whoever was in charge at the time, it can totally be controlled by one side or the other. So next year, if the City wanted to bring something up and it may not be what the County wants brought up, the County would have the authority to silence the voice of the City. That should be looked at and cleaned up if necessary. Mr. Saunders stated, and vice versa, it works the same way whether the County was trying to tell the City what to do or the City was trying to tell the County what to do.

Mr. Scarce noted he wanted to make one request and felt that anytime RIFA changes an agreement that both localities have agreed to, that it goes back to the localities before RIFA has a vote on it. It would only be appropriate to have these issues brought back to the localities and let them vote on it again if it's a substantial change. Mr. Guanzon stated the RIFA board was an independent political subdivision; it can only control what RIFA does. As the RIFA attorney, he was there to represent the organization to make sure it runs as smoothly as it can. If there were specific items they would like to change or propose to change, they were always welcome to do so, but he will need more guidance.

Mr. Saunders thanked Mr. Guanzon, he really looks after this body, and does an excellent job.

October RIFA Meeting

Authority Secretary Susan DeMasi explained that because both the City and County were closed for Columbus Day, the bylaws state the meeting will be moved to the next day. The next RIFA meeting will be on Tuesday, October 12, 2021. Mr. Guanzon noted this was automatic so no vote was required, however, if board members were not going to be able to make the meeting, please inform the Secretary so staff can determine whether there will be a quorum.

Discussion on Update/Replacement of Entrance Sign for Cane Creek Centre

Ms. Bobe noted RIFA has had quite a bit of activity in Cane Creek Centre over the past few years, and the entryway sign was getting filled up. Staff wanted to make the Board aware that they will be engaging a design firm to help them better understand what type of sign to install at the front of the park. Staff will be coming back with a request for funding in order to replace that entryway signage.

Discussion on recommendations for a process for amending executed performance Agreements.

Mr. Larking noted that was what the Board discussed earlier; Mr. Scarce brought that up. Staff will follow up with the Authority attorney.

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7B. CONSIDERATION OF RESOLUTION 2021-09-13-7B RATIFYING AN AGREEMENT WITH VDOT

Mr. Larking explained staff has been working with the state to get the connector road for Berry Hill to the Megasite; the State put forward a significant amount of money to get that going. They were requesting that RIFA use a portion of their grant that was already allowed for this purpose to complete this project, it was about \$279,000. In addition, they have given RIFA an in-kind credit of a little over \$2M for the right of way acquisition that was required for the road. This item was to ratify the agreement with VDOT that Mr. Smitherman, as County Administrator signed and he signed as City Manager. Mr. Guanzon noted the money was already budgeted; this was to ratify what was already done by the City and the County.

Mr. Scarce **moved** to ratify an agreement with the Virginia Department of Transportation, signed by the County Administrator and City Manager, specifically the agreement was to contribute \$279,339 of local funds to the Berry Hill Connector Road. (No written Resolution.)

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

VOTE: 4-0

AYE: Scarce, Warren, Saunders, and Vogler (4)

NAY: None (0)

Meeting Adjourned at 2:05 PM

APPROVED:

Chairman

Secretary to the Authority

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5A
Meeting Date:	10/12/2021
Subject:	Resolution 2021-10-12-5A
From:	Brian Bradner, Dewberry Engineers Inc., and Matthew D. Rowe, Director of Economic Development, Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2021-10-12-5A Authorizing the Negotiation, Execution and Delivery of a Deed of Easement and Right of Way with Appalachian Power.

ATTACHMENTS

Resolution 2021-10-12-5A

Exhibit A

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A DEED OF EASEMENT AND RIGHT OF WAY AGREEMENT BETWEEN THE AUTHORITY AND APPALACHIAN POWER COMPANY, A VIRGINIA CORPORATION, A UNIT OF AMERICAN ELECTRIC POWER, AS GRANTEE, UNDER WHICH THE AUTHORITY WOULD GRANT A TRANSMISSION LINE EASEMENT OVER, THROUGH AND ALONG THAT CERTAIN REAL PROPERTY (GPIN 1367-30-1931) LOCATED IN THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, IN ORDER TO INSTALL A 138KV TRANSMISSION LINE

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

WHEREAS, as part of the Authority’s Southern Virginia Megasite at Berry Hill project (“**SVM**”) located in Pittsylvania County, Virginia, the Authority has requested that Appalachian Power Company, a Virginia corporation, a unit of American Electric Power (“**AEP**”) install a 138kV transmission line on certain real property within SVM (GPIN 1367-30-1931) to better serve SVM occupants; and

WHEREAS, the Authority desires to negotiate, execute and deliver that certain Deed of Easement and Right of Way (the “**Deed of Easement**”), substantially in the form set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, with AEP, under the following minimum terms:

1. The Authority will convey to AEP an easement on and upon that certain real property, as described in the Deed of Easement;
2. The Easement will be non-exclusive, and the Authority will have the right to cross under the Easement for other utility easements; and
3. AEP will maintain the easement area

; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the Pittsylvania County, Virginia and the City of Danville, Virginia, and the development of SVM for the Authority to negotiate, execute and to deliver the Deed Easement, substantially in the form attached as **Exhibit A**, with AEP.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the negotiation, execution and delivery of the Deed of Easement with AEP, as described in this Resolution and substantially in the form set forth in **Exhibit A**, each of the Authority’s Chairman and Vice Chairman, in consultation with the other, is authorized to further modify the Supplemental Easement on such terms and conditions as the Chairman or Vice Chairman, in consultation with the other, determines

Resolution No. 2021-10-12-5A

to be reasonable, appropriate and consistent with this Resolution and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Deed of Easement, and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the Deed of Easement, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any modifications as consulted by and between the Chairman and Vice Chairman.

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 Deed of Easement, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Deed of Easement and the matters contemplated therein or related thereto on or before the date of this Resolution is adopted.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 12, 2021, 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 12th day of October 2021.

SUSAN M. DeMASI

Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

(SEAL)

Exhibit A

(Deed of Easement and Right of Way)

Line Name: Berry Hill 138kV Extension

Line No.: TLN150:01336 **Easement No.:** 22

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 – for and on behalf of Appalachian Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, P. O. Box 2021, Roanoke, VA 24002-2121

GPIN: 1367-30-1931

DEED OF EASEMENT AND RIGHT OF WAY

THIS DEED OF EASEMENT AND RIGHT OF WAY (this “Deed”), dated as of _____, 2021 (the “Effective Date”), in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, **Danville - Pittsylvania Regional Industrial Facility Authority**, a political subdivision of the Commonwealth of Virginia, whose address is 427 Patton Street, P.O. Box 3300, Danville, Virginia 24543-3300 ("Grantor"), whether one or more persons, hereby grants, sells and conveys, with special warranty, to **Appalachian Power Company**, a Virginia corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 (“AEP”) and its successors, assigns, lessees and tenants a permanent easement and right of way ("Easement"), for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of Grantor, situated in the County of Pittsylvania, Virginia.

Grantor claims title by Instrument 090004564 in the Pittsylvania County Recorder's Office.

Auditor/Key/Tax Number: 1367-30-1931

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area"). The Easement Area is located within Grantor's Southern Virginia Megasite at Berry Hill project (the “SVM Project”).

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

1. The right, now or in the future to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; together with the right to add

to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted;

2. The right, in AEP's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area; provided, however, such right shall be subject and subordinate to any environmental easements or restrictions of record. AEP shall also have the right, at AEP's sole expense and subject to prior written consent by Grantor, which consent shall not be unreasonably withheld conditioned or delayed, to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the reasonable judgment of AEP those trees may endanger the safety of, or materially and adversely interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area; and

3. The non-exclusive right of reasonably convenient ingress and egress, as may be designated from time to time by Grantor, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

Grantor reserves the right to cross underneath the Easement with foreign lines. Grantor shall contact the AEP at least ninety (90) days before any crossings are to begin and comply with AEP's specifications on utility crossings of its facilities. Grantor shall make the proper one call notifications (Virginia 811) before any excavation activities, and AEP shall not unreasonably withhold approval for any such crossing. The installation, operation, repair and replacement of any foreign lines shall not materially or adversely interfere with AEP's rights under this Deed and such use shall be in compliance with all applicable laws and regulations. Prior to Grantor exercising such right of installation, Grantor shall obtain AEP's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, for purposes of this Paragraph, if AEP shall not have rejected in writing Grantor's request within sixty (60) days after written notice to AEP, AEP shall be deemed to have irrevocably given consent to such installation and any subsequent operations, repair and replacement of such foreign lines so installed in accordance with AEP's specifications on utility crossings of its facilities

Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. Subject to AEP's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Grantor, its successors, and assigns shall have the right to plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction within the Easement Area; provided however, that in no event shall Grantor, its successors, and assigns construct, install, erect or permit any temporary or permanent storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed without such consent by AEP within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP shall be responsible for the costs to repair, or pay Grantor for, actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, roads, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted

Grantor and AEP hereby acknowledge that the locations of the Easement and Easement Area set forth in Exhibit "A" are based upon the current plans and projected needs of Grantor and AEP. In the event that Grantor's plans change in the future, and the locations of the Easement and Easement Area restrict or materially obstruct the future plans of Grantor, Grantor may provide advance written notification thereof to AEP. With the prior written consent of AEP, which consent shall not be unreasonably withheld, conditioned or delayed, Grantor, at its expense, shall have the right to relocate or to cause the relocation by AEP of any portion of the Easement and/or Easement Area in order to facilitate and/or accommodate the recruitment or retention of a heavy industrial user to the SVM Project or the further development of the SVM Project.

AEP shall indemnify, defend, and hold harmless Grantor, including but not limited to, its agents, employees, and directors, from and against any and all losses, costs, damages, demands, liens, causes of action, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from AEP's negligent acts or omissions on the Easement pursuant to this Deed. AEP is permitted to select qualified legal counsel, reasonably acceptable to Grantor, for any indemnification obligations under this Deed. Grantor may retain separate counsel, at its own expense, to assist AEP with respect to any such indemnification obligations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY TO THIS DEED OR ANY ANCILLARY AGREEMENT SHALL BE LIABLE TO OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY OR ANY AFFILIATE OF THE OTHER PARTY FOR LOST REVENUES OR PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT ARISE OUT OF OR RELATE TO THIS DEED OR ANY ANCILLARY AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF OR THEREOF, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES.

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

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

If to AEP: to the address on the first page of this Deed with a courtesy copy to:

American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215
Attn: Thomas G. St. Pierre, Associate General Counsel – Real Estate

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein and by recording at its expense in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, a certificate describing such address change and referring to this Deed. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. A courtesy copy shall not itself constitute notice for the purposes hereof.

The failure of AEP to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

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

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights you are voluntarily conveying.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

IN WITNESS WHEREOF, Grantor has executed this **DEED OF EASEMENT AND RIGHT OF WAY** effective the day, month and year first above written.

GRANTOR:

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

(Seal)

By: _____
Sherman M. Saunders, Chairman

COMMONWEALTH OF VIRGINIA AT LARGE
CITY OF DANVILLE, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this ____ day of _____, 2021, by **SHERMAN M. SAUNDERS**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, as grantor.

My commission expires: _____:

(Seal)

Notary Public
Registration Number: _____

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5B
Meeting Date:	10/12/2021
Subject:	Resolution 2021-10-12-5B
From:	Brian Bradner, Dewberry Engineers Inc., and Matthew D. Rowe, Director of Economic Development, Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2021-10-12-5B Authorizing the Negotiation, Execution and Delivery of a Supplemental Easement and Right of Way Agreement with Appalachian Power.

ATTACHMENTS

Resolution 2021-10-12-5B
Exhibit A

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A SUPPLEMENTAL EASEMENT AND RIGHT OF WAY AGREEMENT BETWEEN THE AUTHORITY AND APPALACHIAN POWER COMPANY, A VIRGINIA CORPORATION, A UNIT OF AMERICAN ELECTRIC POWER, AS GRANTEE, UNDER WHICH THE AUTHORITY WOULD GRANT A SUPPLEMENTAL EASEMENT OVER, THROUGH AND ALONG CERTAIN REAL PROPERTY (GPINs 1356-75-0037 AND 1367-41-6185) LOCATED IN THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, IN ORDER TO RELOCATE A 69kV TRANSMISSION LINE

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

WHEREAS, as part of the Authority’s Southern Virginia Megasite at Berry Hill project (“**SVM**”) located in Pittsylvania County, Virginia, pursuant to Resolution No. 2021-01-11-6F, the Authority has requested that Appalachian Power Company, a Virginia corporation, a unit of American Electric Power (“**AEP**”) relocate its 69kV transmission line under the current easement (the “**Easement**”) within SVM; and

WHEREAS, the Authority desires to negotiate, execute and deliver that certain Supplemental Right of Way and Easement Agreement (the “**Supplemental Easement**”), substantially in the form set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, with AEP, under the following minimum terms:

1. The Authority will relocate the Easement to the periphery of SVM, as described in the Supplemental Easement and specifically excluding the Conservation Easements (as defined in the Supplemental Easement);
 2. The Easement will be non-exclusive, and the Authority will have the right to cross under the Easement for other utility easements;
 3. AEP will maintain the Easement area, as modified by the Supplemental Easement; and
 4. The Authority will be responsible for the costs of relocating the Easement
- ; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the Pittsylvania County, Virginia and the City of Danville, Virginia, and the development of SVM for the Authority to negotiate, execute and to deliver the Supplemental Easement, substantially in the form attached as **Exhibit A**, with AEP.

Resolution No. 2021-10-12-5B

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the negotiation, execution and delivery of the Supplemental Easement with AEP, as described in this Resolution and substantially in the form set forth in **Exhibit A**, each of the Authority's Chairman and Vice Chairman, in consultation with the other, is authorized to further modify the Supplemental Easement on such terms and conditions as the Chairman or Vice Chairman, in consultation with the other, determines to be reasonable, appropriate and consistent with this Resolution and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Supplemental Easement, and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the Supplemental Easement, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any modifications as consulted by and between the Chairman and Vice Chairman.

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 Supplemental Easement, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Supplemental Easement and the matters contemplated therein or related thereto on or before the date of this Resolution is adopted.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 12, 2021, 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 12th day of October 2021.

SUSAN M. DeMASI

Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

(SEAL)

Exhibit A

(Supplemental Easement)

Line Name: Corning Glass - Ridgeway

Line No.: TLN150:00478 **Easement No.:** 1

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 – for and on behalf of Appalachian Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, P. O. Box 2021, Roanoke, VA 24022-2121.

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ____ day of _____, 2021, **Danville - Pittsylvania Regional Industrial Facility Authority**, a political subdivision of the Commonwealth of Virginia, whose address is 427 Patton Street, Danville, VA 24541 (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Virginia, Pittsylvania County, in that certain document, dated October 17, 2008 recorded in Instrument 080007039 and document dated August 3, 2009 recorded in Instrument 090004564 of the real property records of Pittsylvania County, Virginia, and such tracts are subject to easements and rights-of-way granted in favor of .

Appalachian Power Company, a Virginia corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated December 23, 1966, and recorded in Deed Book 482, Page 165 and Final Order dated September 7, 1967 and recorded in Deed Book 487, Page 362 of the official records of Pittsylvania County, Virginia (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby (i) vacates the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above and (ii) grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures as more particularly set forth herein.

Auditor/Key/Tax Number: 1356-75-0037 and 1367-41-6185

The location, width, and boundaries of the easement area are as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”). Provided, however, that in no event shall the Easement Area include any portion of the “Mitigation Area” as set forth in that certain Supplemental Declaration of Restrictive Covenants dated as of October 1, 2017 and recorded as Instrument Number 170005662 of the real property records of Pittsylvania County, Virginia, as amended by that certain Amendment to Supplemental Declaration of Restrictive Covenants dated as of June 24, 2020 and recorded as Instrument Number 200002898 in the real

property records of Pittsylvania County, Virginia (the "Conservation Easements"). The rights granted in this Easement are and shall be subject and subordinate to the Conservation Easements.

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric transmission facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area. Notwithstanding the foregoing to the contrary, the rights set forth in the paragraph shall, in all events, be subject and subordinate to any environmental easements or restrictions of record, including without limitation the Conservation Easements.

AEP and its successors and assigns are granted the non-exclusive right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and, as may be designated from time to time by Grantor, across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

Grantor reserves the right to cross underneath the Easement with foreign lines. Grantor shall contact the AEP at least ninety (90) days before any crossings are to begin and comply with AEP's specifications on utility crossings of its facilities. Grantor shall make the proper one call notifications (Virginia 811) before any excavation activities, and AEP shall not unreasonably withhold approval for any such crossing. The installation, operation, repair and replacement of any foreign lines shall not materially or adversely interfere with AEP's rights under this Deed and such use shall be in compliance with all applicable laws and regulations. Prior to Grantor exercising such right of installation, Grantor shall obtain AEP's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, for purposes of this Paragraph, if AEP shall not have rejected in writing Grantor's request within sixty (60) days after written notice to AEP, AEP shall be deemed to have irrevocably given consent to such installation and any subsequent operations, repair and replacement of such foreign lines so installed in accordance with AEP's specifications on utility crossings of its facilities.

Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. Subject to AEP's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Grantor, its successors, and assigns shall have the right to plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction within the Easement Area; provided however, that in no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

AEP shall indemnify, defend, and hold harmless Grantor, including but not limited to, its agents, employees, and directors, from and against any and all losses, costs, damages, demands, liens, causes of action, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from AEP's negligent acts or omissions on the Easement pursuant to this Deed. AEP is permitted to select qualified legal counsel, reasonably acceptable to Grantor, for any indemnification obligations under this Deed. Grantor may retain separate counsel, at its own expense, to assist AEP with respect to any such indemnification obligations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY TO THIS DEED OR ANY ANCILLARY AGREEMENT SHALL BE LIABLE TO OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY OR ANY AFFILIATE OF THE OTHER PARTY FOR LOST REVENUES OR PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT ARISE OUT OF OR RELATE TO THIS DEED OR ANY ANCILLARY AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF OR THEREOF, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this

Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights you are voluntarily conveying.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, the Grantor has executed this **SUPPLEMENTAL EASEMENT AND RIGHT OF WAY** effective the day, month and year first above written.

GRANTOR

Danville - Pittsylvania Regional Industrial Facility
Authority

By: _____
Sherman M. Saunders, Chairman

State of Virginia §
 §
City of Danville §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Sherman M. Saunders, as Chairman of the Danville - Pittsylvania Regional Industrial Facility Authority, on behalf of said agency.

Notary Public
Print Name: _____
My Commission Expires:_____

Exhibit “A”

Easement Area

A _____ foot easement over and across that portion of Grantor’s property as shown and depicted in [red/blue] on Exhibit A-1 and Exhibit A-2 attached hereto and made a part hereof.

LESS AND EXCEPT any portion of the “Mitigation Area” as set forth in that certain Supplemental Declaration of Restrictive Covenants dated as of October 1, 2017 and recorded as Instrument Number 170005662 of the real property records of Pittsylvania County, Virginia, as amended by that certain Amendment to Supplemental Declaration of Restrictive Covenants dated as of June 24, 2020 and recorded as Instrument Number 200002898 in the real property records of Pittsylvania County, Virginia.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5C
Meeting Date:	October 12, 2021
Subject:	Financial Status Reports – September 30, 2021
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through September 30, 2021 will be provided at the meeting. The financial status reports as of September 30, 2021 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of September 30, 2021 as presented.

ATTACHMENTS

Financial Status Reports

**Danville - Pittsylvania Regional Industrial Facility
Authority**

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2022
- C. SVM at Berry Hill – Funding Other than Bond Funds
- D. SVM at Berry Hill – Lots 1 & 2 Site Development
- E. SVM at Berry Hill – Water & Sewer
- F. Cyber Park Site Development
- G. Rent, Interest, and Other Income Realized
- H. Monthly Checks
- I. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

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

As of September 30, 2021

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
Funds from bond issuance	\$7,300,000.00				
Issuance cost	(155,401.33)				
Refunding cost ⁷	(52,500.00)				
Bank fees	(98.25)				
Interest earned to date	486,581.70				
 Cane Creek Parkway ³		\$3,804,576.00	\$3,724,241.16	\$ -	
Swedwood Drive ²		69,414.00	69,414.00	-	
Cane Creek Centre entrance ³		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts ¹		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant ^{4,5}		76,986.46	56,379.12	20,607.34	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	247,837.83	-	
CCC - Lots 3 & 9 project - RIFA Local Share ⁶		142,190.00	112,464.98	-	
Other expenditures		-	347,194.30	-	
 Total	\$ 7,578,582.12	\$ 4,316,245.58	\$ 7,555,099.78	\$ 20,607.34	\$ 2,875.00

Notes:

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

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

³ Project completed under budget

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

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

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

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

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

Road Summary-Cane Creek Parkway:

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

Funding Summary - Cane Creek Parkway

VDOT	\$ 1,467,340.00
Bonds	3,804,576.00
	\$ 5,271,916.00

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2022

As of September 30, 2021

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<i>Funding</i>					
City Contribution	\$	75,000.00			
County Contribution		75,000.00			
Carryforward from FY2021		24,625.84			
<i>Contingency</i>					
Miscellaneous contingency items	\$	9,050.84		\$ -	\$ 9,050.84
SVM at Berry Hill - grading for sign placement	\$	20,000.00		\$ 20,000.00	-
<i>Total Contingency Budget</i>		29,050.84	-	20,000.00	9,050.84
<i>Legal</i>		115,000.00		-	115,000.00
<i>Accounting</i>		23,075.00		-	23,075.00
<i>Postage & Shipping</i>		100.00		-	100.00
<i>Meals</i>		4,000.00	580.93	-	3,419.07
<i>Utilities</i>		400.00	66.70	-	333.30
<i>Insurance</i>		3,000.00	2,623.00	-	377.00
<i>Total</i>	\$	174,625.84	\$ 3,270.63	\$ 20,000.00	<u>\$ 151,355.21</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of September 30, 2021

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
City contribution	\$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property ^{1,4}	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Tobacco Comm. FY10 SSED Allocation - Eng. Portion Deobligated	(244,797.00)				
Local Match for TIC FY10 SSED Allocation - Engineering Portion ⁵	76,067.61				
Additional funds allocated by RIFA Board on 1/14/2013 ⁶	11,854.39				
TIC #2264 - Phase II Land and Engineering	3,700,000.00				
VA Economic Development Partnership MEI Grant Funds	577,503.14				
Virginia Resources Authority - TRRF Loan #3658	4,500,000.00				
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	-	
401 Buford Road		246,082.96	246,082.96	-	
Off State Road 1055		181,890.19	181,890.19	-	
604 Buford Road		361,896.60	361,896.60	-	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis ³		990,850.00	987,879.29	2,970.71	
Consulting Services - McCallum Sweeney ⁷		115,000.00	103,796.85	-	
Dewberry Engineers (related to #2264)		160,500.00	160,500.00	-	
Dewberry Engineers		421,250.00	417,050.00	4,200.00	
Appalachian Power Company		5,178,500.00	5,178,500.00	-	
Banister Bend Farm, LLC		199,064.00	199,064.00	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 23,009,027.97	\$ 20,980,708.58	\$ 20,973,537.87	\$ 7,170.71	\$ 2,028,319.39

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

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

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

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

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

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

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

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

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Lots 1&2 Site Development

As of September 30, 2021

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<i>Funding</i>					
<i>TIC #3358 Site Improvements</i>					
Tobacco Commission Grant	\$ 2,624,800.00				
<i>Expenditures</i>					
Dewberry Engineers Inc.		379,300.00	214,800.00	164,500.00	
<i>Total</i>	\$ 2,624,800.00	\$ 379,300.00	\$ 214,800.00	\$ 164,500.00	\$ 2,245,500.00

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of September 30, 2021

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #2641 Phase I Sanitary Sewer					
Tobacco Commission Grant 2641	\$ 4,840,977.86				
Local Match for Contractual Services	274,926.43				
Local Match for Property & Imp.	262,960.00				
TIC #3011 Water System Improvements Phase II					
Tobacco Commission Grant 3011	2,241,567.00				
Local Match for Property & Imp.	224,160.00				
City of Danville Utilities	3,863,588.56				
Expenditures					
Dewberry Engineers Inc.		1,019,764.99	762,144.99	257,620.00	
Haymes Brothers, Inc. - Phase I Sanitary Sewer		5,092,668.30	5,092,668.30	-	
Haymes Brothers, Inc. - Phase I Sanitary Sewer (City)		3,249,548.56	3,210,312.35	39,236.21	
C.W. Cauley & Son - Phase 1 Water		1,843,540.00	950,565.25	892,974.75	
Norfolk Southern Railway Company		22,300.00	22,300.00	-	
Pittsylvania County Service Authority		1,475.00	1,475.00	-	
Treasurer of Virginia		7,900.00	7,900.00	-	
AECOM		5,000.00	5,000.00	-	
BH Media Group, Inc.		296.00	296.00	-	
Danville Register & Bee		600.00	600.00	-	
Total	\$ 11,708,179.85	\$ 11,243,092.85	\$ 10,053,261.89	\$ 1,189,830.96	\$ 465,087.00

Danville-Pittsylvania Regional Industrial Facility Authority

Cyber Park Site Development

As of September 30, 2021

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<i>Funding</i>					
MEP TROF Loan	\$ 270,000.00				
Transfer from Other Income	42,750.00				
<i>Expenditures</i>					
Dewberry Engineers Inc.		42,750.00	11,237.50	31,512.50	
Making Everything Possible LLC (Incentives)		270,000.00	270,000.00	-	
<i>Total</i>	\$ 312,750.00	\$ 312,750.00	\$ 281,237.50	\$ 31,512.50	\$ -

Danville-Pittsylvania Regional Industrial Facility Authority

Rent, Interest, and Other Income Realized for Fiscal Year 2022

As of September 30, 2021

Source of Funds	Funding		Receipts	Expenditures	Unexpended /
	Carryforward	Receipts			
	from FY2021	Current	FY2022	FY2022	Unencumbered
		Month			
<u>Carryforward</u>	\$ 1,248,519.93				
<u>Current Lessees</u>					
Institute for Advanced Learning and Research (IALR) ¹		\$ 21,965.83	\$ 65,897.49		
Axxor N.A. LLC			1,000.00		
Total Rent		\$ 21,965.83	\$ 66,897.49		
<u>Interest Received</u> ²			\$ 46.53		
<u>Miscellaneous Income</u>		\$ 200,000.00	\$ 317,000.00		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				\$ 43,931.66	
Incentive Disbursements to Morgan Olson, LLC				\$ 117,000.00	
Transfer to Cyber Park Development				\$ 42,750.00	
Incentive Disbursements to MEP LLC				\$ 2,075.67	
Totals	\$ 1,248,519.93	\$ 221,965.83	\$ 383,944.02	\$ 205,757.33	\$ 1,426,706.62
				Restricted ¹	\$ 334,792.53
				Unrestricted	\$ 37,664.09
				Committed	\$ 1,054,250.00

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

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

Danville-Pittsylvania Regional Ind. Facility Authority
Check Detail
September 2021

Check Number	Date	Vendor Name	Paid Amount
2429	09/13/2021	Dewberry Engineers Inc.	7,205.00
2430	09/13/2021	Dewberry Engineers Inc.	11,237.50
2431	09/13/2021	Haymes Brothers, Inc	147,339.03
2432	09/13/2021	IALR	348.12
2433	09/13/2021	IALR	2,075.67
2434	09/13/2021	IALR	21,965.83
ACH	09/20/2021	City of Danville, VA	36.00
WIRE	09/29/2021	Making Everything Possible, LLC	270,000.00

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position ^{1, 2}
September 30, 2021*

	Unaudited FY 2022
Assets	
<u>Current assets</u>	
Cash - checking	\$ 1,801,270
Cash - money market	456,590
Accounts receivable	283,909
<i>Total current assets</i>	<u>2,541,769</u>
<u>Noncurrent assets</u>	
Restricted cash - project fund CCC bonds	29,982
Restricted cash - debt service fund CCC bonds	517,873
Capital assets not being depreciated	24,352,275
Capital assets being depreciated, net	21,672,622
Construction in progress	22,865,787
<i>Total noncurrent assets</i>	<u>69,438,539</u>
Total assets	<u>71,980,308</u>
Liabilities	
<u>Current liabilities</u>	
Economic development payable - current portion	147,000
Bonds payable - current portion	465,000
<i>Total current liabilities</i>	<u>612,000</u>
<u>Noncurrent liabilities</u>	
Bonds payable - less current portion	1,210,000
Loans payable - less current portion	4,500,000
<i>Total noncurrent liabilities</i>	<u>5,710,000</u>
Total liabilities	<u>6,322,000</u>
Net Position	
Net investment in capital assets	67,245,666
Restricted - debt reserves	517,873
Unrestricted	<u>(2,105,231)</u>
Total net position	<u><u>\$ 65,658,308</u></u>

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
September 30, 2021*

	Unaudited FY 2022
Operating revenues	
Virginia Tobacco Commission Grants	270,000
Rental income	69,373
Other Income	200,417
Total operating revenues	539,790
Operating expenses ⁴	
Mega Park expenses ³	60,880
Cane Creek Centre expenses ³	-
Cyber Park expenses ³	327,245
Professional fees	-
Other operating expenses	3,486
Total operating expenses	391,611
Operating income (loss)	148,179
Non-operating revenues (expenses)	
Interest income	46
Total non-operating expenses, net	46
Net income (loss) before capital contributions	148,225
Capital contributions	
Contribution - City of Danville	336,897
Contribution - Pittsylvania County	336,897
Total capital contributions	673,794
Change in net position	822,019
Net position at July 1, 2021	64,836,289
Net position at September 30, 2021	\$ 65,658,308

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

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

⁵ Please note this statement will change once all FY2021 entries are made and may also change depending on audit adjustments, if any, for FY2021 and the nature of those audit adjustments.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
September 30, 2021*

	Unaudited FY 2022
Operating activities	
Receipts from leases	\$ 66,898
Other receipts	587,000
Payments to suppliers for goods and services	(817,385)
Net cash used by operating activities	(163,487)
Capital and related financing activities	
Capital contributions	673,795
Interest paid on bonds	(29,396)
Net cash provided by capital and related financing activities	644,399
Investing activities	
Interest received	46
Net cash provided by investing activities	46
Net increase (decrease) in cash and cash equivalents	480,958
Cash and cash equivalents - beginning of year (including restricted cash)	2,324,757
Cash and cash equivalents - through September 30, 2021 (including restricted cash)	\$ 2,805,715
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ 148,179
Changes in assets and liabilities:	
Change in other receivables	117,583
Change in accounts payable	(425,774)
Change in unearned income	(3,475)
Net cash used by operating activities	\$ (163,487)

Components of cash and cash equivalents at September 30, 2021:	
American National - Checking	\$ 1,801,270
American National - General money market	456,590
Wells Fargo - \$7.3M Bonds CCC Debt service fund	517,873
Wells Fargo - \$7.3M Bonds CCC Project fund	29,982
	\$ 2,805,715

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 6ABCDEFG

Meeting Date: 10/12/2021

Subject: Closed Session

From: Chairman

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.
- E. As permitted by Virginia Code § 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

RETURN TO OPEN SESSION

- F. Confirmation of Motion and Vote to Reconvene in Open Meeting.
- G. Motion to Certify Closed Meeting.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 7A
Meeting Date:	10/12/2021
Subject:	Resolution 2021-10-12-7A
From:	Brian Bradner, Dewberry Engineers Inc., and Matthew D. Rowe, Director of Economic Development, Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2021-10-12-7A Authorizing the Negotiation, Execution and Delivery of a Supplemental Right of Way and Easement Agreement with Appalachian Power – along New Lot 7C-1, Lot 8 and Lot 11 – Cane Creek Centre.

ATTACHMENTS

Resolution 2021-10-12-7A
Exhibit A

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A SUPPLEMENTAL RIGHT OF WAY AND EASEMENT AGREEMENT BETWEEN THE AUTHORITY AND APPALACHIAN POWER COMPANY, A VIRGINIA CORPORATION, A UNIT OF AMERICAN ELECTRIC POWER, AS GRANTEE, UNDER WHICH THE AUTHORITY WOULD GRANT A SUPPLEMENTAL EASEMENT FOR AN ADDITIONAL THIRTY FEET, WHICH IS FIFTEEN FEET ON BOTH SIDES, OF THE CURRENT RIGHT OF WAY, WHERE THE TOTAL EASEMENT AREA WILL EQUAL ONE HUNDRED THIRTY FEET IN TOTAL WIDTH OVER, THROUGH AND ALONG NEW LOT 7C-1, LOT 8 AND LOT 11 OF THE AUTHORITY'S CANE CREEK CENTRE PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, AND THE COMPENSATION PAID TO THE AUTHORITY SHALL BE EQUAL TO \$35,000 PER ACRE

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

WHEREAS, as part of the Authority's Cane Creek Centre project ("**Cane Creek**") located in Pittsylvania County, Virginia and the City of Danville, Virginia, Appalachian Power Company, a Virginia corporation, a unit of American Electric Power ("**AEP**"), has requested to widen its current easement (the "**Easement**") within Cane Creek; and

WHEREAS, the Authority desires to negotiate, execute and deliver that certain Supplemental Right of Way and Easement Agreement (the "**Supplemental Easement**"), substantially in the form set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, with AEP, under the following minimum terms:

1. The Authority will supplement the Easement by widening the Easement an additional fifteen feet (15') on each side of the current Easement area, as described in the Supplemental Easement;
2. The Easement will be non-exclusive, and the Authority will have the right to cross under the Easement for other utility easements;
3. AEP will maintain the Easement area, as modified by the Supplemental Easement; and
4. AEP will compensate the Authority for the supplemented easement area at a rate equal to thirty five thousand and 00/100 dollars (\$35,000.00) per acre

; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the Pittsylvania County, Virginia and the City of Danville, Virginia, and the development of Cane Creek for the Authority to negotiate, execute and to deliver the Supplemental Easement, substantially in the form attached as **Exhibit A**, with AEP.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the negotiation, execution and delivery of the Supplemental Easement with AEP, as described in this Resolution and substantially in the form set forth in **Exhibit A**, each of the Authority's Chairman and Vice Chairman, in consultation with the other, is authorized to further modify the Supplemental Easement on such terms and conditions as the Chairman or Vice Chairman, in consultation with the other, determines to be reasonable, appropriate and consistent with this Resolution and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Supplemental Easement, and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the Supplemental Easement, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any modifications as consulted by and between the Chairman and Vice Chairman.

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 Supplemental Easement, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Supplemental Easement and the matters contemplated therein or related thereto on or before the date of this Resolution is adopted.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 12, 2021, 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 12th day of October 2021.

SUSAN M. DeMASI

Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

(SEAL)

Exhibit A

(Supplemental Easement)

Line Name: East Danville – Roxboro No. 2

TLN: TLN150:00712

Easement No.: 6-A, 8-A and 9-A

SUPPLEMENTAL RIGHT OF WAY AND EASEMENT

THIS SUPPLEMENTAL RIGHT OF WAY AND EASEMENT, made this ____ day of _____, 2021, by and between Danville-Pittsylvania Regional Industrial Facility Authority., (“Grantor”), whose address PO Box 3300, Danville, Virginia 24543 and Appalachian Power Company, a corporation, a unit of American Electric Power (“Grantee”), whose business address is 1 Riverside Plaza, Columbus, OH 43215.

WITNESSETH:

WHEREAS, Grantee is the owner of a right of way and easement under the terms of that certain easement between Ernest Barber, et al., and Appalachian, a predecessor in title to Grantee, dated July 7, 1960 recorded in the Clerk’s Office of the Circuit Clerk of Pittsylvania County, Virginia (the “Clerk’s Office”), in Deed Book 401, Page 110, and that certain easement between Danville Industrial Development, Inc. and Appalachian dated October 17, 1960 and recorded in the Clerk’s Office in Deed Book 403, Page 501, and that certain easement between P. Lorillard Company, Incorporated and Appalachian dated August 10, 1960 and recorded in the Clerk’s Office in Deed Book 401, Page 350 (the “Original Easement”); and

WHEREAS, Grantee is the owner of a right of way and easement under the terms of that certain easement between John K. Barber and Wanda D. Barber, and Appalachian Power Company, a corporation, dated July 7, 1997 and recorded in the Clerk’s Office in Deed Book 1084, Page 317, and by that certain easement between Southern Processors, Inc., and Appalachian Power Company, dated July 24, 1997 and recorded in the Clerk’s Office as Instrument Number 970003660 and by that certain easement between Lorillard Tobacco Company and Appalachian Power Company dated July 7, 1997 and recorded in the Clerk’s Office in Deed Book 1084, Page 315, (collectively, with the Original Easement, the “Easement”); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Easement, claiming title pursuant to that certain Deed dated as of November 16, 2017 and recorded in the Clerk’s Office in Deed Book 1373, Page 179 and by Deed dated as of November 16, 2017 and recorded in the Clerk’s Office as Instrument Number 070000557; and

Auditor/Key/Tax Number: 2337-98-8418, 2347-26-0382 and 2347-15-7319

WHEREAS, Grantee has requested that the right of way and the Original Easement be supplemented to allow Grantee to cut, trim, and remove trees, brush, and undergrowth for an additional thirty feet (30') (which is fifteen feet (15') on both sides) of the currently cut and maintained right of way with the intent that the entire easement area be one hundred thirty feet (130') in total width; and

WHEREAS, the parties desire to clarify and update the terms of the Original Easement to clarify the rights and duties between the parties;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor and Grantee hereby agree to supplement and amend the Original Easement to allow the additional thirty feet (30') of tree trimming rights, (or fifteen feet (15') on both sides) of the current right of way ("Tree Clearing Area"), as follows:

Grantor grants to Grantee the following rights in the Tree Clearing Area:

The right, in Grantee's sole discretion, to cut down, trim, and otherwise control, using ground-applied chemicals such as herbicides or tree growth regulators, or other means, and at Grantee's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions; provided, however, such right shall be subject and subordinate to any environmental easements or restrictions of record. Grantee shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement, when in the reasonable opinion of Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantor's facilities or ingress or egress to, from or along the Easement.

The Easement is subject to the following conditions:

Grantor reserves the right to cross underneath the Easement with foreign lines. Grantor shall contact Grantee at least ninety (90) days before any crossings are to begin and comply with Grantee's specifications on utility crossings of its facilities. Grantor shall make the proper one call notifications (Virginia 811) before any excavation activities, and Grantee shall not unreasonably withhold approval for any such crossing. The installation, operation, repair and replacement of any foreign lines shall not materially or adversely interfere with Grantee's rights under this Supplemental Right of Way and Easement and such use shall be in compliance with all applicable laws and regulations. Prior to Grantor exercising such right of installation, Grantor shall obtain Grantee's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, for purposes of this Paragraph, if Grantee shall not have rejected in writing Grantor's request within sixty (60) days after written notice to

Grantee, Grantee shall be deemed to have irrevocably given consent to such installation and any subsequent operations, repair and replacement of such foreign lines so installed in accordance with Grantor's specifications on utility crossings of its facilities.

Grantor reserves the right to cultivate, pasture or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. However, Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, or other within the Tree Clearing Area.

Grantee agrees to repair or pay Grantor for damage to growing crops, fences, gates, field tile, drainage ways, driveways, lawns, or structures caused by the Grantee in the exercise of the rights herein granted.

Except as supplemented and amended herein, the Original Easement shall remain in full force and effect. This Supplemental Right of Way Easement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, lessees, and assigns.

IN WITNESS WHEREOF, Grantor has executed this **SUPPLEMENTAL RIGHT OF WAY AND EASEMENT** as of the day and year written above.

GRANTOR

**Danville-Pittsylvania Regional Industrial
Facility Authority**

By: _____
Sherman M. Saunders, Chairman

STATE OF VIRGINIA)
COUNTY OF PITTSYLVANIA); To Wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by **SHERMAN M. SAUNDERS**, as **Chairman**, Danville-Pittsylvania Regional Industrial Facility Authority, on behalf of the Authority.

Notary Public

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 8

Meeting Date: 10/12/2021

Subject: Communications

From: Board and Staff

A. Authority Board Members

B. Staff

- i. Marketing Overview for Southern Virginia Megasite at Berry Hill – Corrie Teague Bobe, Director of Economic Development, City of Danville, and Mr. Rowe
- ii. Discussion on update/replacement of entrance sign for Cane Creek Centre – Ms. Bobe