INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

4TH FLOOR CONFERENCE ROOM

February 11, 2025

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. IDA Meeting Minutes For January 11,2025

D. FINANCIAL REPORT

E. STAFF UPDATES

F. ACTION ITEMS

1. A Resolution requesting approval from the IDA to grant to the City of Danville a Dedication of a Right-of-Way across Six (6) IDA owned parcels identified as Parcel Numbers 21322, 23568, 23263, 22028, 23110, and 26621 for the reconstruction of Public Sidewalks along Memorial Drive.
2. Consideration of a Temporary Construction Easement and Permanent Utility Easement for Sanitary Sewer Extension on Parcel Identification Number 51588.
3. Consideration of a resolution granting Temporary Construction Easements and Permanent Utility Easements in Airside Industrial Park _Across Parcels 77394, 78519, and 77666.

4. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH EASTERN FOREST CONSULTANTS LLC IN AN AMOUNT NOT TO EXCEED $12,000.00 FOR TIMBER HARVEST ADMINISTRATION AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA

5. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH HOPKINS LUMBER CONTRACTORS FOR HARVESTING THE TIMBER AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA.

6. Approval of the lease Agreement between J&W ASSOCIATED, LLC DBA LINKS CAFE (Virginia ID #S11007420) and the IDA at 317-319 Craghead Street.

7. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an underground electric utility easement for City parcel # 22970 located on Pine Street.

8. A Resolution of the Industrial Development Authority of Danville, Virginia Approving and Authorizing the Terminations of Parking Lot Rental Agreements Between IDA and Caesars Danville LLC.

9. Resolutions of the Industrial Development Authority of Danville, Virginia Approving the Refinancing of the Unit 2 Construction Loan at Dan River Falls

G. CLOSED MEETING

As Permitted by Subsection (A)(3) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion or consideration of the acquisition of real property or of the disposition of publicly held real property; and

As Permitted by Subsection (A)(5) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry related to economic development.

As Permitted by Subsection (A)(7) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for consultation with legal counsel concerning actual litigation and briefings by staff regarding specific legal matters requiring legal advice.

A. Motion to Convene in Closed Meeting
B. Motion to Reconvene in Open Meeting
C. Motion to Certify Closed Meeting

H. NEW BUSINESS

I. ADJOURN

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA
MINUTES OF MEETING
JANUARY 10, 2024

PURSUANT TO A WRITTEN NOTICE, A COPY OF WHICH IS ATTACHED HERETO, A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA WAS HELD IN THE FOURTH FLOOR CONFERENCE ROOM OF THE MUNICIPAL BUILDING ON TUESDAY JANUARY 14, 2025, AT 10:30 A.M.

THE FOLLOWING MEMBERS WERE PRESENT AND ABSENT:

PRESENT:	T. NEAL MORRIS, CHAIRMAN RUSSELL REYNOLDS, VICE CHAIRMAN JOHN LARAMORE, SECRETARY KRISTEN BARKER JAMES BEBEAU ROBERT WOODALL
ABSENT:	PHILIP HALL
ALSO PRESENT:	W. CLARKE WHITFIELD, JR., CITY ATTORNEY KIMBERLY GIBSON, CITY ATTORNEY'S OFFICE MICHAEL ADKINS, CHIEF FINANCIAL OFFICER CORRIE BOBE, ECONOMIC DEVELOPMENT SAMANTHA BAGBY, ECONOMIC DEVELOPMENT KEN LARKING, CITY MANAGER

T. NEAL MORRIS, CHAIRMAN, CALLED THE MEETING TO ORDER AT 10:35 A.M.

ROLL CALL

MINUTES

COPIES OF THE MINUTES OF THE DECEMBER 10, 2024, REGULAR CALLED MEETING OF THE IDA WERE DISTRIBUTED TO THE MEMBERS WITH THEIR AGENDA PACKETS. A MOTION WAS MADE BY MR. REYNOLDS TO APPROVE THE MINUTES AS PRESENTED. THE MOTION WAS SECONDED BY MR. WOODALL AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	- AYE
MR. WOODALL	-AYE

FINANCES

MICHAEL ADKINS, THE CHIEF FINANCIAL OFFICER AND DIRECTOR OF FINANCE, PROVIDED THE MEMBERS OF THE IDA BOARD AT THE MEETING WITH A PACKET OF THE CURRENT FINANCIAL STATEMENTS OF THE IDA.

A MOTION WAS MADE BY MR. REYNOLDS TO APPROVE THE FINANCIAL REPORT. THE MOTION WAS SECONDED BY MR. BEBEAU AND CARRIED WITH MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	- AYE
MR. WOODALL	-AYE

RESOLUTIONS

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CREATION AND AMENDING OF GRANT PROGRAMS TO HELP STIMULATE NEW CONSTRUCTION OF HOUSING WITHIN THE CITY OF DANVILLE

MOTION WAS MADE BY MR. WOODALL; SECONDED BY MR. REYNOLDS

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	- AYE
MR. WOODALL	-AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CITY OF DANVILLE TO ENTER INTO A CONSTRUCTION SERVICES AGREEMENT WITH DIVERSIFIED SERVICES FOR

CONSTRUCTION AT 406 JEFFERSON STREET IN AN AMOUNT NOT TO EXCEED $500,000 TO FUND SUCH CONSTRUCTION

MOTION WAS MADE BY MR. WOODALL; SECONDED BY MR. REYNOLDS

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	- AYE
MR. WOODALL	-AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE- AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND DOWNTOWN DANVILLE ASSOCIATION D/B/A RIVER DISTRICT ASSOCIATION (SCCID # S05423058) FOR THE PROPERTY IDENTIFIED AS 208 N. UNION STREET STE 101 AND BEARING TAX PARCEL ID NUMBER #24488.

MOTION WAS MADE BY MR. BEBEAU; SECONDED BY MR. REYNOLDS

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	
MR. WOODALL	-AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE- AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND DOWNTOWN DANVILLE ASSOCIATION D/B/A RIVER DISTRICT ASSOCIATION (SCCID # S05423058) FOR THE PROPERTY IDENTIFIED AS 208 N. UNION STREET STE 101 AND BEARING TAX PARCEL ID NUMBER #24488.

MOTION WAS MADE BY MR. BEBEAU; SECONDED BY MR. REYNOLDS

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	- AYE
MR. WOODALL	- AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE- AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND DOWNTOWN DANVILLE ASSOCIATION D/B/A RIVER DISTRICT ASSOCIATION (SCCID # S05423058) FOR THE PROPERTY IDENTIFIED AS 208 N. UNION STREET STE 101 AND BEARING TAX PARCEL ID NUMBER #24488.

MOTION WAS MADE BY MR. REYNOLDS; SECONDED BY MRS. BARKER

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	- AYE
MR. WOODALL	-AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE LOAN AGREEMENT WITH VIRGINIA SMALL BUSINESS FINANCING AUTHORITY.

MOTION WAS MADE BY MS. BARKER; SECONDED BY MR. BEBEAU

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. WOODALL	-AYE

MR. REYNOLDS MOVED THE MEETING BE RECESSED AND THE BOARD IMMEDIATELY RECONVENED IN EXECUTIVE CLOSED MEETING FOR THE PURPOSES:

1. *DISCUSSION CONCERNING A PROSPECTIVE BUSINESS OR INDUSTRY OR THE EXPANSION OF AN EXISTING BUSINESS OR INDUSTRY WHERE NO PREVIOUS ANNOUNCEMENT HAS BEEN MADE AS PERMITTED BY SUBSECTION (A)(5) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED*.

2. *DISCUSSION OR CONSIDERATION OF THE ACQUISITION/DISPOSITION OF REAL PROPERTY FOR A PUBLIC PURPOSE WHERE DISCUSSION IN AN OPEN MEETING WOULD ADVERSELY IMPACT THE BARGAINING POSITION OF THE AUTHORITY AS PERMITTED BY SUBSECTION (*A)(3) OF SECTION 2.2-3711 OF *THE CODE OF VIRGINIA, 1950, AS AMENDED.*

MOTION WAS MADE BY MR. REYNOLDS; SECONDED BY MR. BEBEAU

MR. MORRIS	- AYE
MR. LARAMORE	-AYE
MR. REYNOLDS	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

MR. REYNOLDS MOVED THE MEETING IMMEDIATELY RECONVENE INTO AN OPEN MEETING. THE MOTION WAS SECONDED BY MR. WOODALL AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. LARAMORE	-AYE
MR. REYNOLDS	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	
MR. HALL	- AYE
MR. WOODALL	- AYE

UPON RECONVENING, MR. REYNOLDS MOVED THAT THE BOARD ADOPT A RESOLUTION CERTIFYING THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE THAT:

1. *ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS UNDER SECTION 2.2-3711; AND*

2. *ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION BY WHICH THE CLOSED MEETING WAS CONVENED WERE HEARD, DISCUSSED, OR CONSIDERED IN THE CLOSED MEETING.*

MOTION WAS MADE BY MR. REYNOLDS; SECONDED BY MR. BEBEAU

MR. MORRIS	- AYE
MR. LARAMORE	-AYE
MR. REYNOLDS	- AYE
MRS. BARKER	- AYE
MR. BEBEAU	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

ADJOURN

JOHN LARAMORE
SECRETARY

T. NEAL MORRIS
CHAIRMAN

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM: Brian Dunevant, Assistant Director of Public Works | City Engineer

RE: A Resolution requesting approval from the IDA to grant to the City of Danville a Dedication of a Right-of-Way across Six (6) IDA owned parcels identified as Parcel Numbers 21322, 23568, 23263, 22028, 23110, and 26621 for the reconstruction of Public Sidewalks along Memorial Drive.

The City of Danville has a project established with the Virginia Department of Transportation to reconstruct the sidewalk on Memorial Drive between the new riverfront park and Union Street Bridge. This project requires additional right-of-way be obtained from the Industrial Development Authority (IDA) parcels 21322, 23568, 23263, 22028, 23110, and 26621 so that the new sidewalk can be constructed. The attached resolution authorizes the dedication of this right-of-way and it authorizes the IDA Chairman to sign any documents related to this dedication of right-of-way. The plat is currently being finalized and will need to be approved by Planning Commission before the Chairman can sign the plat.

ATTACHMENTS

1. 1824_2025-11_RES ROW_Memorial Drive-New Sidewalk
2. 1824_Plat Map__Armstrong_Documents_ Memorial ROW
3. 1824_Plat Map No.2_ Memorial_ ROW IDA Parcels 21322-23568-23568-23263-23110-26621
4. 124_Attachmen-2_DR Falls Map for Reference (1) (1)
5. 1824_Photo_Map Aieral_Attachmen-2_DR Falls Map

PRESENTED: February 11, 2025

ADOPTED February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CHAIRMAN TO SIGN ALL DOCUMENTS NECESSARY FOR THE DEDICATION OF RIGHT-OF-WAY TO THE CITY OF DANVILLE FROM PARCEL IDENTIFICATION NUMBERS 21322, 23568, 23263, 22028, 23110, AND 26621 FOR THE RECONSTRUCTION OF PUBLIC SIDEWALKS ALONG MEMORIAL DRIVE.

WHEREAS, the Industrial Development Authority of Danville, Virginia owns Parcel Identification Numbers 21322, 23568, 23263, 22028, 23110, and 26621 on Memorial Drive; and

WHEREAS, the Danville Public Works Department has established a project with the Virginia Department of Transportation to reconstruct the public sidewalk adjacent to these parcels; and

WHEREAS, additional right-of-way is needed from Parcel Identification Numbers 21322, 23568, 23263, 22028, 23110, and 26621 to construct the project.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes right-of-way to be dedicated to the City of Danville from Parcel Identification Numbers 21322, 23568, 23263, 22028, 23110, and 26621 for the reconstruction of public sidewalks; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any Officer, to execute any documents necessary to complete any and all the transactions described in this resolution.

Approved:

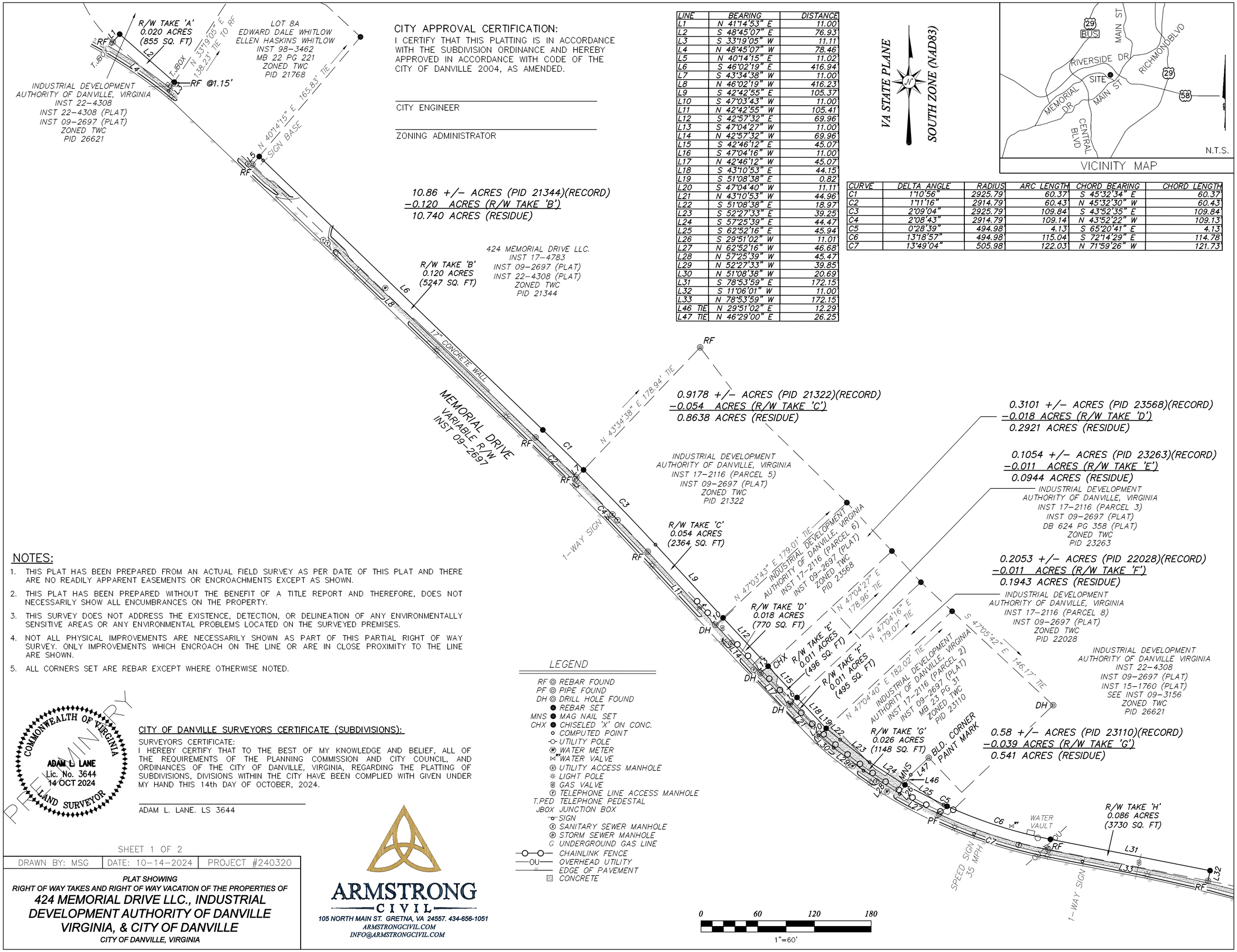
_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney



CITY APPROVAL CERTIFICATION:

I CERTIFY THAT THIS PLATTING IS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE AND HEREBY APPROVED IN ACCORDANCE WITH CODE OF THE CITY OF DANVILLE 2004, AS AMENDED.

CITY ENGINEER

ZONING ADMINISTRATOR

LINE	BEARING	DISTANCE
L1	N 41°14'53" E	11.00
L2	S 48°45'07" E	76.93
L3	S 33°19'05" W	11.11
L4	N 48°45'07" W	78.46
L5	N 40°14'15" E	11.02
L6	S 46°02'19" E	416.94
L7	S 43°34'38" W	11.00
L8	N 46°02'19" W	416.23
L9	S 42°42'55" E	105.37
L10	S 47°03'43" W	11.00
L11	N 42°42'55" W	105.41
L12	S 42°57'32" E	69.96
L13	S 47°04'27" W	11.00
L14	N 42°57'32" W	69.96
L15	S 42°46'12" E	45.07
L16	S 47°04'16" W	11.00
L17	N 42°46'12" W	45.07
L18	S 43°10'53" E	44.15
L19	S 51°08'38" E	0.82
L20	S 47°04'40" W	11.11
L21	N 43°10'53" W	44.96
L22	S 51°08'38" E	18.97
L23	S 52°27'33" E	39.25
L24	S 57°25'39" E	44.47
L25	S 62°52'16" E	45.94
L26	S 29°51'02" W	11.01
L27	N 62°52'16" W	46.68
L28	N 57°25'39" W	45.47
L29	N 52°27'33" W	39.85
L30	N 51°08'38" W	20.69
L31	S 78°53'59" E	172.15
L32	S 11°06'01" W	11.00
L33	N 78°53'59" W	172.15
L46 TIE	N 29°51'02" E	12.29
L47 TIE	N 46°29'00" E	26.25

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°10'56"	2925.79'	60.37'	S 45°32'34" E	60.37'
C2	1°11'16"	2914.79'	60.43'	N 45°32'30" W	60.43'
C3	2°09'04"	2925.79'	109.84'	S 43°52'35" E	109.84'
C4	2°08'43"	2914.79'	109.14'	N 43°52'22" W	109.13'
C5	0°28'39"	494.98'	4.13'	S 65°20'41" E	4.13'
C6	13°18'57"	494.98'	115.04'	S 72°14'29" E	114.78'
C7	13°49'04"	505.98'	122.03'	N 71°59'26" W	121.73'

VICINITY MAP

NOTES:

1. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY AS PER DATE OF THIS PLAT AND THERE ARE NO READILY APPARENT EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
2. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE, DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.
3. THIS SURVEY DOES NOT ADDRESS THE EXISTENCE, DETECTION, OR DELINEATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS OR ANY ENVIRONMENTAL PROBLEMS LOCATED ON THE SURVEYED PREMISES.
4. NOT ALL PHYSICAL IMPROVEMENTS ARE NECESSARILY SHOWN AS PART OF THIS PARTIAL RIGHT OF WAY SURVEY. ONLY IMPROVEMENTS WHICH ENCROACH ON THE LINE OR ARE IN CLOSE PROXIMITY TO THE LINE ARE SHOWN.
5. ALL CORNERS SET ARE REBAR EXCEPT WHERE OTHERWISE NOTED.

LEGEND

- RF ◎ REBAR FOUND
- PF ◎ PIPE FOUND
- DH ◎ DRILL HOLE FOUND
- ● REBAR SET
- MNS ● MAG NAIL SET
- CHX ● CHISELED 'X' ON CONC.
- ○ COMPUTED POINT
- UTILITY POLE
- WATER METER
- WATER VALVE
- UTILITY ACCESS MANHOLE
- LIGHT POLE
- GAS VALVE
- TELEPHONE LINE ACCESS MANHOLE
- T.PED TELEPHONE PEDESTAL
- JBOX JUNCTION BOX
- SIGN
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- G UNDERGROUND GAS LINE
- CHAINLINK FENCE
- OU OVERHEAD UTILITY
- EDGE OF PAVEMENT
- CONCRETE

PRELIMINARY

COMMONWEALTH OF VIRGINIA
ADAM L. LANE
Lic. No. 3644
14 OCT 2024
LAND SURVEYOR

CITY OF DANVILLE SURVEYORS CERTIFICATE (SUBDIVISIONS):

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE PLANNING COMMISSION AND CITY COUNCIL, AND ORDINANCES OF THE CITY OF DANVILLE, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS, DIVISIONS WITHIN THE CITY HAVE BEEN COMPLIED WITH GIVEN UNDER MY HAND THIS 14th DAY OF OCTOBER, 2024.

ADAM L. LANE. LS 3644

SHEET 1 OF 2

DRAWN BY: MSG	DATE: 10-14-2024	PROJECT #240320

PLAT SHOWING
RIGHT OF WAY TAKES AND RIGHT OF WAY VACATION OF THE PROPERTIES OF
424 MEMORIAL DRIVE LLC., INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VIRGINIA, & CITY OF DANVILLE
CITY OF DANVILLE, VIRGINIA

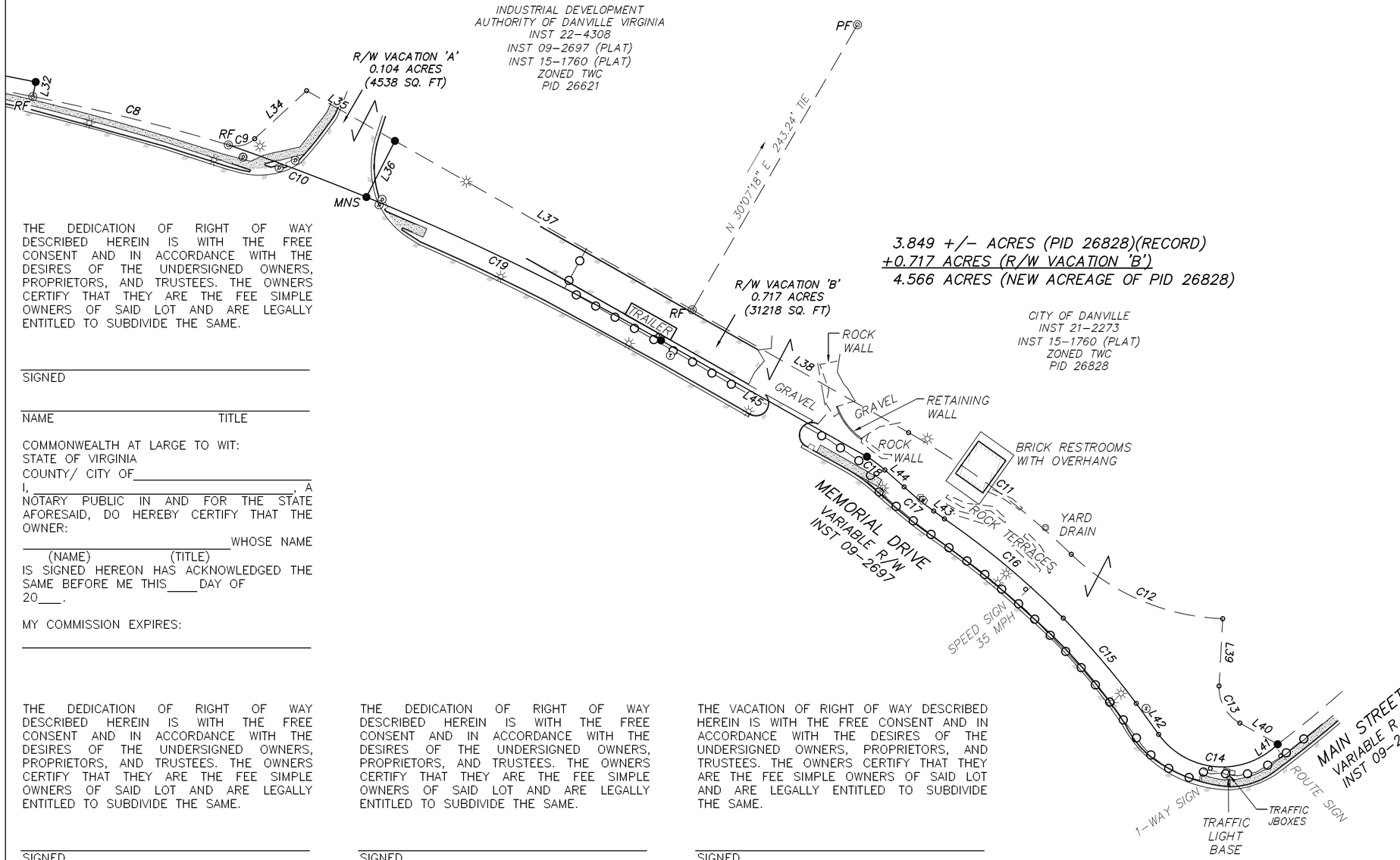
ARMSTRONG CIVIL
105 NORTH MAIN ST. GRETNA, VA 24557. 434-656-1051
ARMSTRONGCIVIL.COM
INFO@ARMSTRONGCIVIL.COM

LINE	BEARING	DISTANCE
L34	N 47°11'34" E	52.14
L35	S 60°23'54" E	75.00
L36	S 26°55'41" W	46.48
L37	S 60°23'54" E	252.24
L38	S 60°23'54" E	183.59
L39	S 03°06'13" W	49.74
L40	S 60°49'28" E	32.00
L41	S 46°21'09" W	1.09
L42	N 35°51'09" W	28.24
L43	N 53°48'34" W	9.84
L44	N 48°41'25" W	18.89
L45	N 60°31'38" W	174.50

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C8	5°33'57"	1530.51	148.68	N 76°07'01" W	148.62
C9	59°44'08"	20.00	20.85	N 76°47'58" E	19.92
C10	3°14'35"	1923.24	108.86	N 69°16'51" W	108.85
C11	14°24'01"	597.96	150.29	S 53°11'54" E	149.89
C12	41°53'55"	169.77	124.15	S 66°56'54" E	121.40
C13	63°02'42"	30.00	33.01	S 29°15'14" E	31.37
C14	97°47'42"	58.00	99.00	N 84°45'00" W	87.41
C15	7°37'30"	622.82	82.89	N 40°33'08" W	82.83
C16	10°49'49"	605.20	114.40	N 50°06'56" W	114.23
C17	7°01'44"	229.57	28.16	N 50°47'08" W	28.15
C18	10°27'22"	90.39	16.50	N 53°24'52" W	16.47
C19	7°12'20"	1923.24	241.87	N 64°03'23" W	241.71

6.712 +/- ACRES (PID 26621)(RECORD)
-0.020 ACRES (R/W TAKE 'A')
-0.086 ACRES (R/W TAKE 'H')
6.606 ACRES (RESIDUE)
+0.104 ACRES (R/W VACATION 'A')
-6.710 ACRES (NEW ACREAGE OF PID 26621)

VA STATE PLANE SOUTH ZONE (NAD83)



3.849 +/- ACRES (PID 26828)(RECORD)
+0.717 ACRES (R/W VACATION 'B')
4.566 ACRES (NEW ACREAGE OF PID 26828)

CITY OF DANVILLE
INST 21-2273
INST 15-1760 (PLAT)
ZONED TWC
PID 26828

LEGEND

- RF REBAR FOUND
- PF PIPE FOUND
- REBAR SET
- COMPUTED POINT
- UTILITY POLE
- WATER METER
- WATER VALVE
- UTILITY ACCESS MANHOLE
- LIGHT POLE
- GAS VALVE
- TELEPHONE LINE ACCESS MANHOLE
- SECURITY SYSTEM POLE
- T.PED TELEPHONE PEDESTAL
- JBOX JUNCTION BOX
- SIGN
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- G UNDERGROUND GAS LINE
- CHAINLINK FENCE
- OU OVERHEAD UTILITY
- EDGE OF PAVEMENT
- CONCRETE

THE DEDICATION OF RIGHT OF WAY DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LOT AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

SIGNED

NAME TITLE

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY/ CITY OF_____
I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNER:
_____WHOSE NAME
(NAME) (TITLE)
IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS____DAY OF 20___.

MY COMMISSION EXPIRES:

THE DEDICATION OF RIGHT OF WAY DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LOT AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

SIGNED

NAME TITLE

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY/ CITY OF_____
I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNER:
_____WHOSE NAME
(NAME) (TITLE)
IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS____DAY OF 20___.

MY COMMISSION EXPIRES:

THE DEDICATION OF RIGHT OF WAY DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LOT AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

SIGNED

NAME TITLE

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY/ CITY OF_____
I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNER:
_____WHOSE NAME
(NAME) (TITLE)
IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS____DAY OF 20___.

MY COMMISSION EXPIRES:

THE VACATION OF RIGHT OF WAY DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LOT AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

SIGNED

NAME TITLE

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY/ CITY OF_____
I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNER:
_____WHOSE NAME
(NAME) (TITLE)
IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS____DAY OF 20___.

MY COMMISSION EXPIRES:

ARMSTRONG CIVIL
105 NORTH MAIN ST. GRETNA, VA 24557. 434-656-1051
ARMSTRONGCIVIL.COM
INFO@ARMSTRONGCIVIL.COM

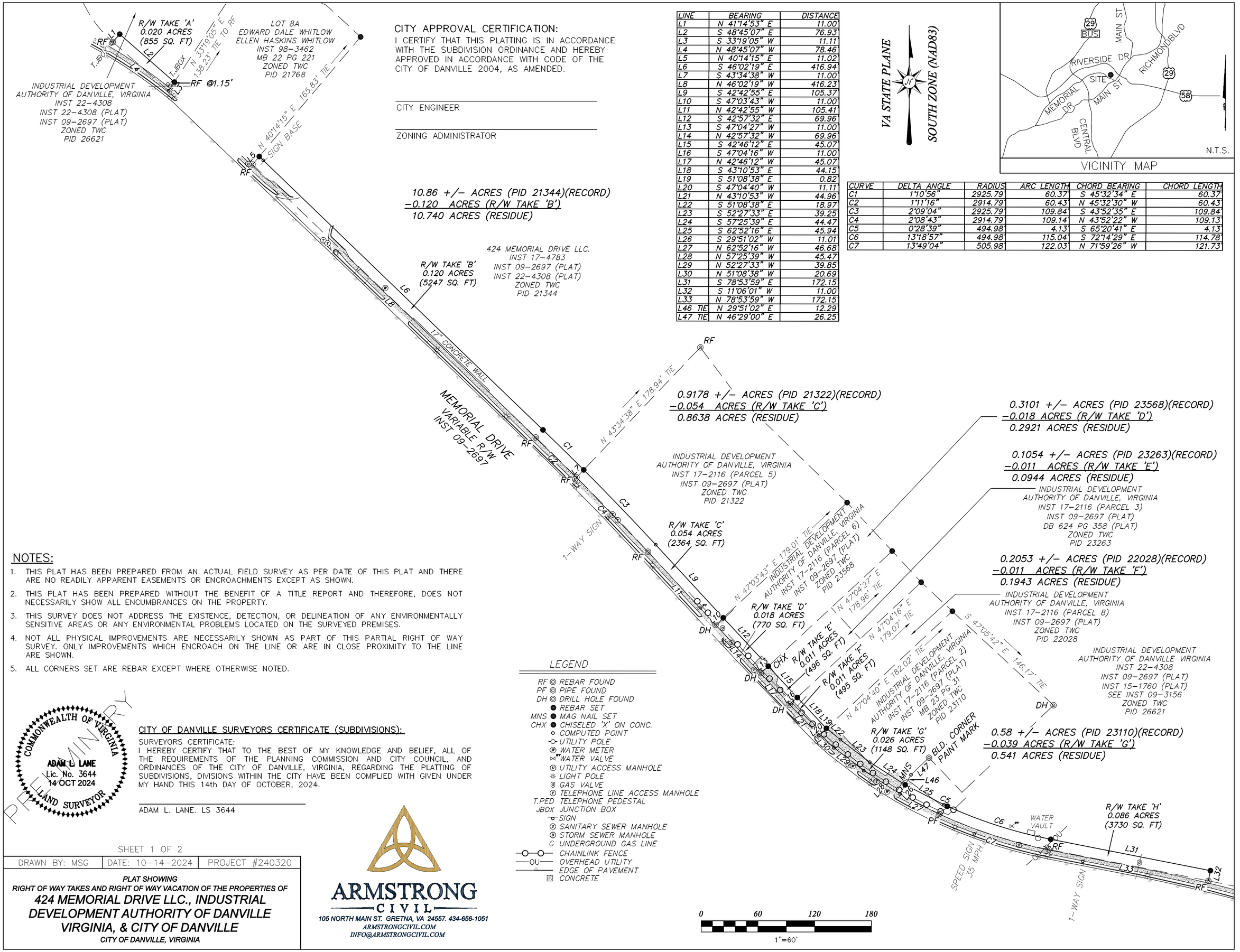
PRELIMINARY
COMMONWEALTH OF VIRGINIA
ADAM L. LANE
Lic. No. 3644
14 OCT 2024
LAND SURVEYOR

0 60 120 180
1"=60'

SHEET 2 OF 2

DRAWN BY: MSG	DATE: 10-14-2024	PROJECT #240320

PLAT SHOWING
RIGHT OF WAY TAKES AND RIGHT OF WAY VACATION OF THE PROPERTIES OF
424 MEMORIAL DRIVE LLC., INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VIRGINIA, & CITY OF DANVILLE
CITY OF DANVILLE, VIRGINIA



CITY APPROVAL CERTIFICATION:

I CERTIFY THAT THIS PLATTING IS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE AND HEREBY APPROVED IN ACCORDANCE WITH CODE OF THE CITY OF DANVILLE 2004, AS AMENDED.

CITY ENGINEER

ZONING ADMINISTRATOR

LINE	BEARING	DISTANCE
L1	N 41°14'53" E	11.00
L2	S 48°45'07" E	76.93
L3	S 33°19'05" W	11.11
L4	N 48°45'07" W	78.46
L5	N 40°14'15" E	11.02
L6	S 46°02'19" E	416.94
L7	S 43°34'38" W	11.00
L8	N 46°02'19" W	416.23
L9	S 42°42'55" E	105.37
L10	S 47°03'43" W	11.00
L11	N 42°42'55" W	105.41
L12	S 42°57'32" E	69.96
L13	S 47°04'27" W	11.00
L14	N 42°57'32" W	69.96
L15	S 42°46'12" E	45.07
L16	S 47°04'16" W	11.00
L17	N 42°46'12" W	45.07
L18	S 43°10'53" E	44.15
L19	S 51°08'38" E	0.82
L20	S 47°04'40" W	11.11
L21	N 43°10'53" W	44.96
L22	S 51°08'38" E	18.97
L23	S 52°27'33" E	39.25
L24	S 57°25'39" E	44.47
L25	S 62°52'16" E	45.94
L26	S 29°51'02" W	11.01
L27	N 62°52'16" W	46.68
L28	N 57°25'39" W	45.47
L29	N 52°27'33" W	39.85
L30	N 51°08'38" W	20.69
L31	S 78°53'59" E	172.15
L32	S 11°06'01" W	11.00
L33	N 78°53'59" W	172.15
L46 TIE	N 29°51'02" E	12.29
L47 TIE	N 46°29'00" E	26.25

VA STATE PLANE SOUTH ZONE (NAD83)

VICINITY MAP

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°10'56"	2925.79'	60.37'	S 45°32'34" E	60.37'
C2	1°11'16"	2914.79'	60.43'	N 45°32'30" W	60.43'
C3	2°09'04"	2925.79'	109.84'	S 43°52'35" E	109.84'
C4	2°08'43"	2914.79'	109.14'	N 43°52'22" W	109.13'
C5	0°28'39"	494.98'	4.13'	S 65°20'41" E	4.13'
C6	13°18'57"	494.98'	115.04'	S 72°14'29" E	114.78'
C7	13°49'04"	505.98'	122.03'	N 71°59'26" W	121.73'

NOTES:

1. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY AS PER DATE OF THIS PLAT AND THERE ARE NO READILY APPARENT EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
2. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE, DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.
3. THIS SURVEY DOES NOT ADDRESS THE EXISTENCE, DETECTION, OR DELINEATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS OR ANY ENVIRONMENTAL PROBLEMS LOCATED ON THE SURVEYED PREMISES.
4. NOT ALL PHYSICAL IMPROVEMENTS ARE NECESSARILY SHOWN AS PART OF THIS PARTIAL RIGHT OF WAY SURVEY. ONLY IMPROVEMENTS WHICH ENCROACH ON THE LINE OR ARE IN CLOSE PROXIMITY TO THE LINE ARE SHOWN.
5. ALL CORNERS SET ARE REBAR EXCEPT WHERE OTHERWISE NOTED.

LEGEND

- RF ◎ REBAR FOUND
- PF ◎ PIPE FOUND
- DH ◎ DRILL HOLE FOUND
- ● REBAR SET
- MNS ● MAG NAIL SET
- CHX ● CHISELED 'X' ON CONC.
- ○ COMPUTED POINT
- UTILITY POLE
- WATER METER
- WATER VALVE
- UTILITY ACCESS MANHOLE
- LIGHT POLE
- GAS VALVE
- TELEPHONE LINE ACCESS MANHOLE
- T.PED TELEPHONE PEDESTAL
- JBOX JUNCTION BOX
- SIGN
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- G UNDERGROUND GAS LINE
- CHAINLINK FENCE
- OU OVERHEAD UTILITY
- EDGE OF PAVEMENT
- CONCRETE

COMMONWEALTH OF VIRGINIA
ADAM L. LANE
Lic. No. 3644
14 OCT 2024
LAND SURVEYOR
PRELIMINARY

CITY OF DANVILLE SURVEYORS CERTIFICATE (SUBDIVISIONS):

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE PLANNING COMMISSION AND CITY COUNCIL, AND ORDINANCES OF THE CITY OF DANVILLE, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS, DIVISIONS WITHIN THE CITY HAVE BEEN COMPLIED WITH GIVEN UNDER MY HAND THIS 14th DAY OF OCTOBER, 2024.

ADAM L. LANE. LS 3644

SHEET 1 OF 2

DRAWN BY: MSG	DATE: 10-14-2024	PROJECT #240320

PLAT SHOWING
RIGHT OF WAY TAKES AND RIGHT OF WAY VACATION OF THE PROPERTIES OF
424 MEMORIAL DRIVE LLC., INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VIRGINIA, & CITY OF DANVILLE
CITY OF DANVILLE, VIRGINIA

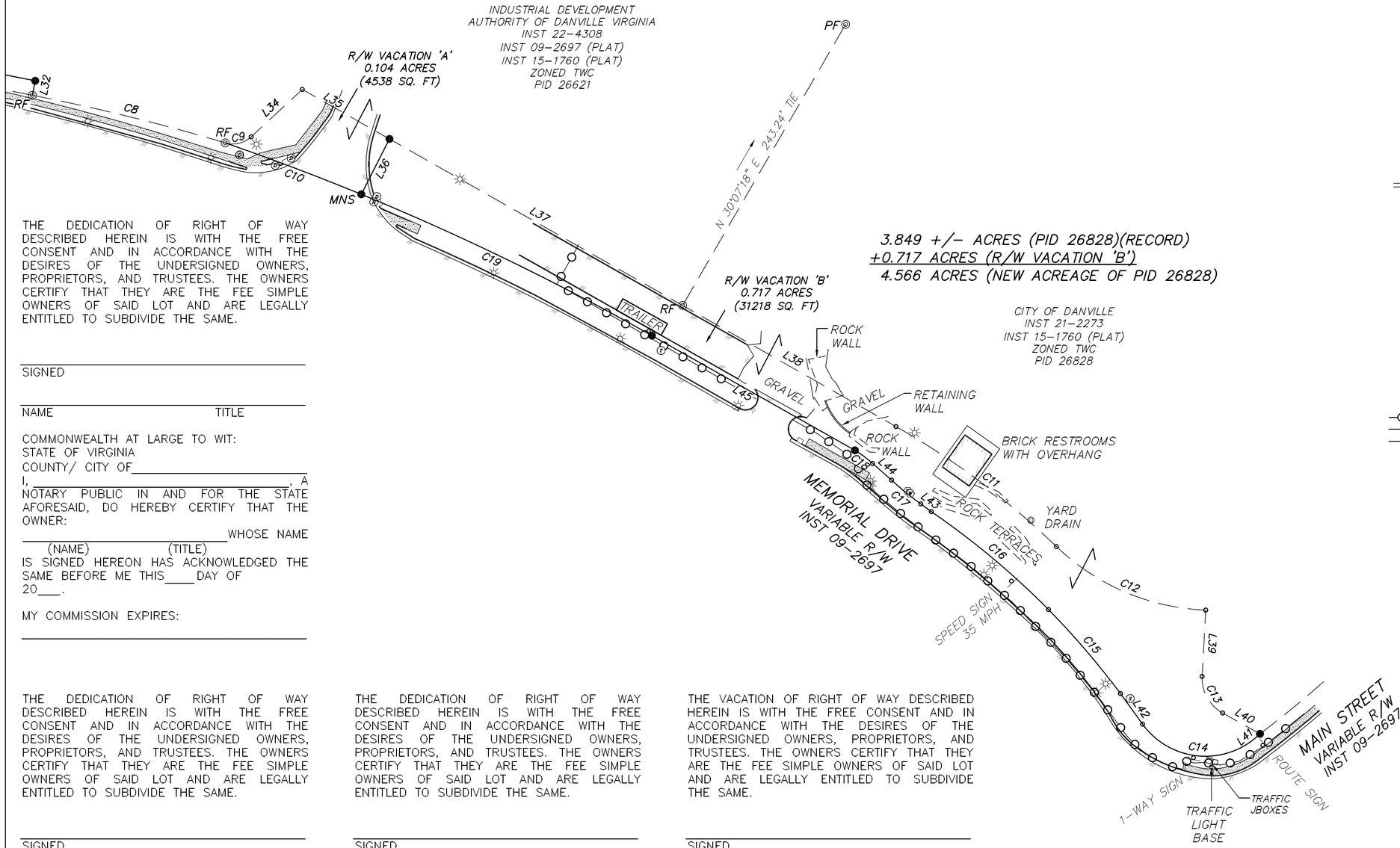
ARMSTRONG CIVIL
105 NORTH MAIN ST. GRETNA, VA 24557. 434-656-1051
ARMSTRONGCIVIL.COM
INFO@ARMSTRONGCIVIL.COM

LINE	BEARING	DISTANCE
L34	N 47°11'34" E	52.14
L35	S 60°23'54" E	75.00
L36	S 26°55'41" W	46.48
L37	S 60°23'54" E	252.24
L38	S 60°23'54" E	183.59
L39	S 03°06'13" W	49.74
L40	S 60°49'28" E	32.00
L41	S 46°21'09" W	1.09
L42	N 35°51'09" W	28.24
L43	N 53°48'34" W	9.84
L44	N 48°41'25" W	18.89
L45	N 60°31'38" W	174.50

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C8	5°33'57"	1530.51	148.68	N 76°07'01" W	148.62
C9	59°44'08"	20.00	20.85	N 76°47'58" E	19.92
C10	3°14'35"	1923.24	108.86	N 69°16'51" W	108.85
C11	14°24'01"	597.96	150.29	S 53°11'54" E	149.89
C12	41°53'55"	169.77	124.15	S 66°56'54" E	121.40
C13	63°02'42"	30.00	33.01	S 29°15'14" E	31.37
C14	97°47'42"	58.00	99.00	N 84°45'00" W	87.41
C15	7°37'30"	622.82	82.89	N 40°33'08" W	82.83
C16	10°49'49"	605.20	114.40	N 50°06'56" W	114.23
C17	7°01'44"	229.57	28.16	N 50°47'08" W	28.15
C18	10°27'22"	90.39	16.50	N 53°24'52" W	16.47
C19	7°12'20"	1923.24	241.87	N 64°03'23" W	241.71

6.712 +/- ACRES (PID 26621)(RECORD)
-0.020 ACRES (R/W TAKE 'A')
-0.086 ACRES (R/W TAKE 'H')
6.606 ACRES (RESIDUE)
+0.104 ACRES (R/W VACATION 'A')
-6.710 ACRES (NEW ACREAGE OF PID 26621)

VA STATE PLANE SOUTH ZONE (NAD83)



3.849 +/- ACRES (PID 26828)(RECORD)
+0.717 ACRES (R/W VACATION 'B')
4.566 ACRES (NEW ACREAGE OF PID 26828)

CITY OF DANVILLE
INST 21-2273
INST 15-1760 (PLAT)
ZONED TWC
PID 26828

LEGEND

- RF REBAR FOUND
- PF PIPE FOUND
- REBAR SET
- COMPUTED POINT
- UTILITY POLE
- WATER METER
- WATER VALVE
- UTILITY ACCESS MANHOLE
- LIGHT POLE
- GAS VALVE
- TELEPHONE LINE ACCESS MANHOLE
- SECURITY SYSTEM POLE
- T.PED TELEPHONE PEDESTAL
- JBOX JUNCTION BOX
- SIGN
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- G UNDERGROUND GAS LINE
- CHAINLINK FENCE
- OU OVERHEAD UTILITY
- EDGE OF PAVEMENT
- CONCRETE

THE DEDICATION OF RIGHT OF WAY DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LOT AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

SIGNED

NAME TITLE

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY/ CITY OF_____
I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNER:
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NAME TITLE

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COUNTY/ CITY OF_____
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_____WHOSE NAME
(NAME) (TITLE)
IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS____DAY OF 20___.

MY COMMISSION EXPIRES:

THE VACATION OF RIGHT OF WAY DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LOT AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

SIGNED

NAME TITLE

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY/ CITY OF_____
I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNER:
_____WHOSE NAME
(NAME) (TITLE)
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MY COMMISSION EXPIRES:

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105 NORTH MAIN ST. GRETNA, VA 24557. 434-656-1051
ARMSTRONGCIVIL.COM
INFO@ARMSTRONGCIVIL.COM

PRELIMINARY
COMMONWEALTH OF VIRGINIA
ADAM L LANE
Lic. No. 3644
14 OCT 2024
LAND SURVEYOR

0 60 120 180
1"=60'

SHEET 2 OF 2

DRAWN BY: MSG	DATE: 10-14-2024	PROJECT #240320

PLAT SHOWING
RIGHT OF WAY TAKES AND RIGHT OF WAY VACATION OF THE PROPERTIES OF
424 MEMORIAL DRIVE LLC., INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VIRGINIA, & CITY OF DANVILLE
CITY OF DANVILLE, VIRGINIA

MAP - FOR REFERENCE ONLY

1/28/2025, 10:04:08 AM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Danville GIS, City of Danville

ArcGIS Web AppBuilder

See web site for license constraints. | Virginia Geographic Information Network (VGIN) | Danville GIS | Brian C Hollenkamp, Michael S Tucker II (Mid-West GIS, Inc.) | City of Danville |

MAP - FOR REFERENCE ONLY

1/28/2025, 10:04:08 AM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Danville GIS, City of Danville

ArcGIS Web AppBuilder

See web site for license constraints. | Virginia Geographic Information Network (VGIN) | Danville GIS | Brian C Hollenkamp, Michael S Tucker II (Mid-West GIS, Inc.) | City of Danville |

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM: Brian Dunevant, Assistant Director of Public Works | City Engineer

RE: Consideration of a Temporary Construction Easement and Permanent Utility Easement for Sanitary Sewer Extension on Parcel Identification Number 51588.

A sanitary sewer extension project is currently being designed to extend the existing sanitary sewer from West Main Street across Parcel Identification Number 51588 owned by the Industrial Development Authority. The purpose of this extension is to provide sanitary sewer service to Parcel Identification Number 51588 and to Parcel Identification Numbers 60592 & 51581, both owned by City Space, LLC. The attached resolution authorizes the dedication of this temporary and permanent easement and it authorizes the IDA Chairman to sign any documents related to this dedication of these easements.

ATTACHMENTS

1. RES_1825_West Main_51588_Utility Easement
2. Attachment_1825_Proposed Layout_sewer ease,tm
3. MAP_1825_W Main_ Sewer_ Easement Exhibit-IDA

PRESENTED: February 11, 2025

ADOPTED February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CHAIRMAN TO SIGN ALL DOCUMENTS NECESSARY FOR THE DEDICATION OF A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT UTILITY EASEMENT TO THE CITY OF DANVILLE ON PARCEL IDENTIFICATION NUMBER 51588 FOR THE EXTENSION OF A SANITARY SEWER.

WHEREAS, the Industrial Development Authority of Danville, Virginia owns Parcel Identification Number 51588 on West Main Street; and

WHEREAS, the Danville Public Works Department has established a project to extend a sanitary sewer line from West Main Street across Parcel Identification Number 51588 to provide sanitary sewer service to this parcel and upstream parcels; and

WHEREAS, a temporary construction easement and permanent utility easement are both needed for the construction and maintenance of this sanitary sewer line.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes a temporary construction easement and permanent utility easement both be granted to the City of Danville across Parcel Identification Number 51588 for the extension of a sanitary sewer line from West Main Street; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any officer, to execute any documents necessary to complete the transactions described in this resolution.

Approved:

_____

Chairman

Attest:

_____

Secretary

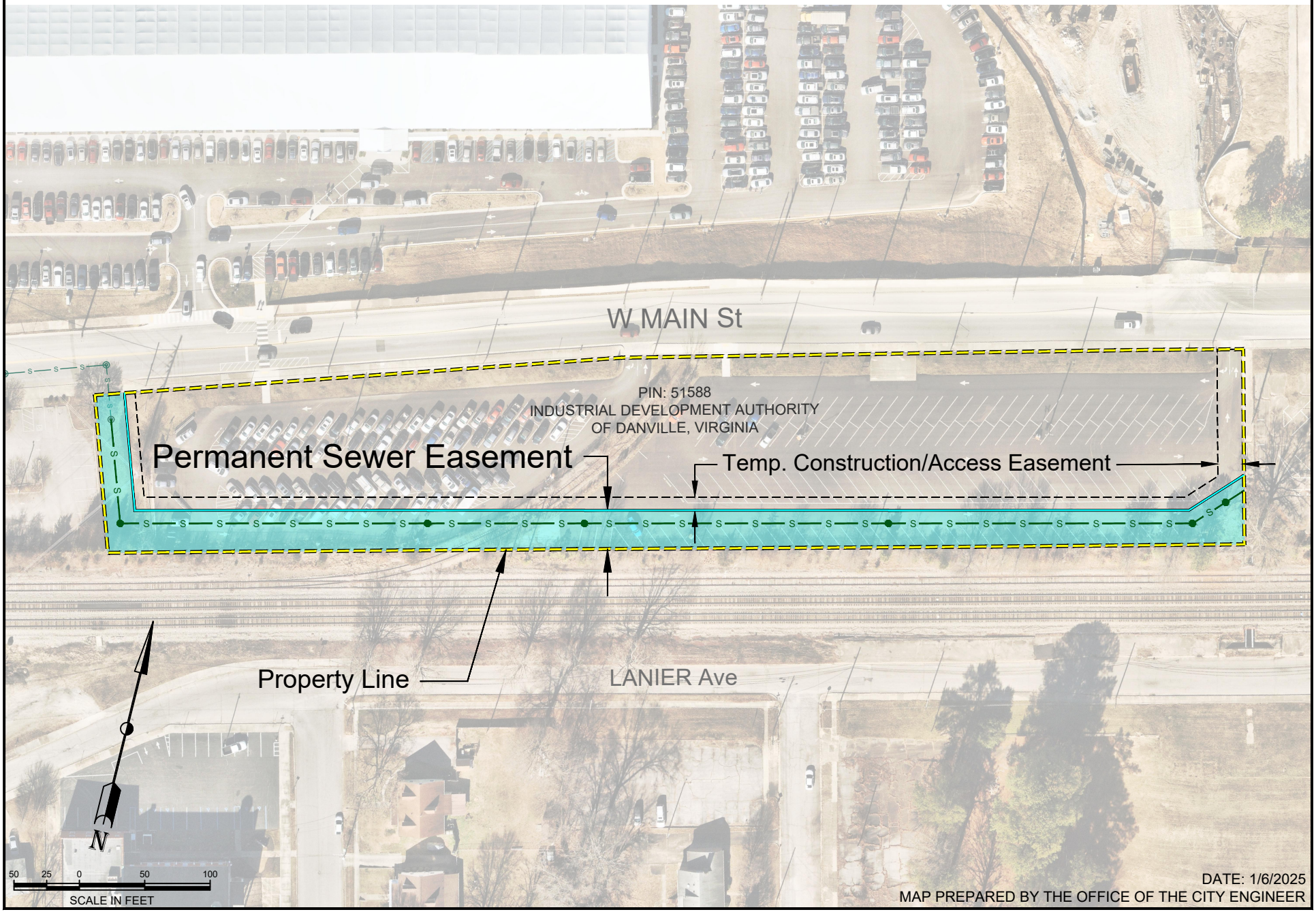
Approved as to
Form and Legal Sufficiency:

_____

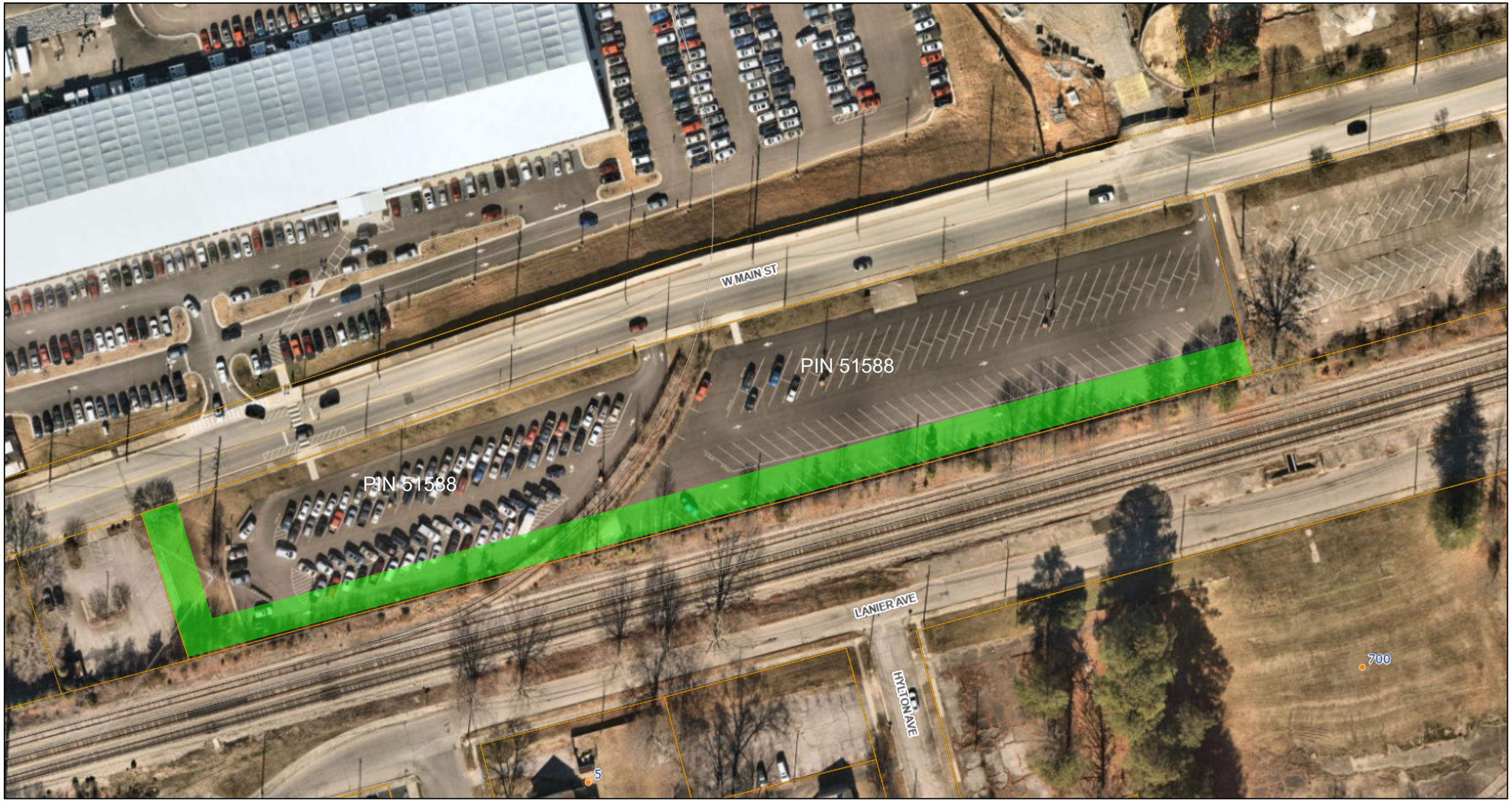
City Attorney

APPROXIMATE LOCATION OF PROPOSED SANITARY SEWER EASEMENT

ACROSS PROPERTY OWNED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA



Map For Reference Only - Not To Scale



1/30/2025, 11:37:28 AM

1:1,128

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Danville GIS, VGIN, City of Danville

ArcGIS Web AppBuilder
See web site for license constraints. | Virginia Geographic Information Network (VGIN) | Danville GIS | Brian C Hollenkamp, Michael S Tucker II (Mid-West GIS, Inc.) | VGIN, City of Danville

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM: Brian Dunevant, Assistant Director of Public Works | City Engineer

RE: Consideration of a resolution granting Temporary Construction Easements and Permanent Utility Easements in Airside Industrial Park _Across Parcels 77394, 78519, and 77666.

The existing sanitary sewer force main, that extends from the pump station behind 201 Airside Drive along Cane Creek Boulevard to the pump station at 118 Cane Creek Boulevard, is deteriorated and needs replacement. A new force main is currently being designed and will need to be constructed while the existing force main remains in service. The proposed route for the new force main is behind the back of the curb on the edge of the parcels along Cane Creek Boulevard, across Airside Drive, and down the existing pump station road. This proposed route will create less disruption to traffic on Cane Creek Boulevard and Airside Drive, and will allow the construction to take less time to complete. Temporary construction easements and permanent utility easements are needed for the parcels along the proposed route. These easements are currently being prepared and will need to be executed before construction begins. These easements will not affect future development. Three of the parcels along the route are owned by the Industrial Development Authority.

Staff is requesting that the Industrial Development Authority approve and authorize the attached resolution granting granting an easement to IDA owned parcel numbers 77394, 78519, and 77666.

ATTACHMENTS

1. RES_1826_Utility Easements for Parcels_77394-78519-7766
2. Map_1826_Aerial Map Parcels_77394-78519-77666

PRESENTED: February 11, 2025

ADOPTED February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CHAIRMAN TO SIGN ALL DOCUMENTS NECESSARY FOR THE DEDICATION OF TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT UTILITY EASEMENTS TO THE CITY OF DANVILLE ON PARCEL IDENTIFICATION NUMBERS 77394, 78519, AND 77666 IN AIRSIDE INDUSTRIAL PARK FOR THE CONSTRUCTION OF A NEW SANITARY SEWER FORCE MAIN.

WHEREAS, the Industrial Development Authority of Danville, Virginia owns Parcel Identification Numbers 77394, 78519, and 77666 in Airside Industrial Park; and

WHEREAS, the Danville Public Works Department has established a project to construct a new sanitary sewer force main from the existing pump station behind 201 Airside Drive to the existing pump station at 118 Cane Creek Boulevard to replace the existing sanitary sewer force main; and

WHEREAS, temporary construction easements and permanent utility easements are needed for the construction and maintenance of this new sanitary sewer force main on Parcel Identification Numbers 77394, 78519, and 77666 in Airside Industrial Park.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes temporary construction easements and permanent utility easements be granted to the City of Danville across Parcel Identification Numbers 77394, 78519, and 77666 in Airside Industrial Park for the construction of a new sanitary sewer force main; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any officer, to execute any documents necessary to complete the transactions described in this resolution.

Approved:

_____
Chairman

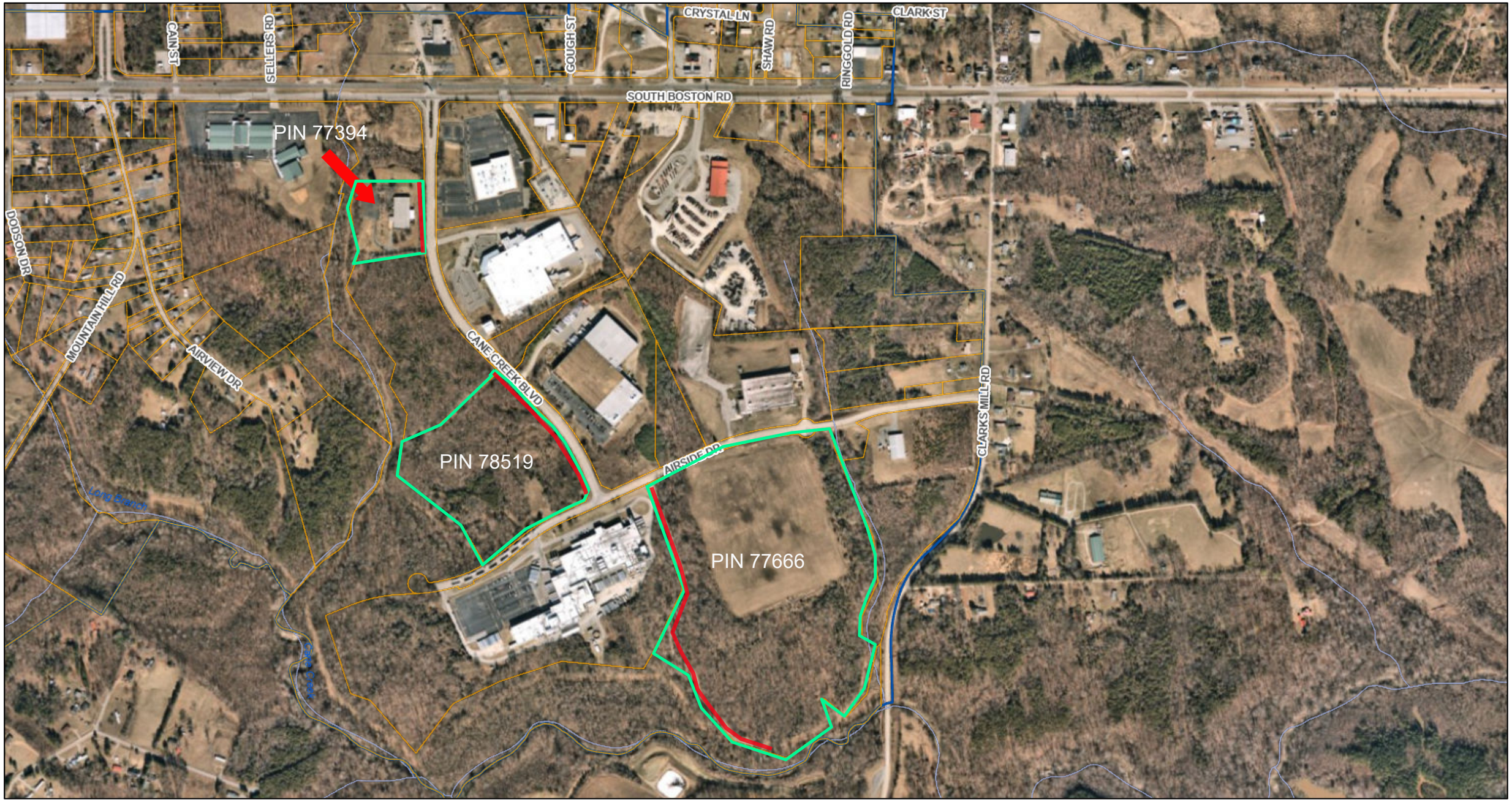
Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Map For Reference Only - Not To Scale



1/30/2025, 1:08:25 PM

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Danville GIS, VGIN, City of Danville

See web site for license constraints. | Virginia Geographic Information Network (VGIN) | Danville GIS | Brian C Hollenkamp, Michael S Tucker II (Mid-West GIS, Inc.) | VGIN, City of Danville

ArcGIS Web AppBuilder

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM: Corrie Bobe, Director of Economic Development and Tourism

RE: A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH EASTERN FOREST CONSULTANTS LLC IN AN AMOUNT NOT TO EXCEED $12,000.00 FOR TIMBER HARVEST ADMINISTRATION AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA

The Industrial Development Authority was awarded grant funding from the Virginia Business Ready Sites program and the Virginia Tobacco Commission to be used towards grading an 80-acre pad at the Coleman Site (Gypsum Road Parcel 78170). While our engineering consultants at Hurt & Proffitt complete the grading design, the IDA will need to begin timbering the property to meet certain timelines outlined in the performance agreement. Staff has engaged a timber consultant agency, Eastern Forest Consultants LLC, to assist with the administration of this process including finding a purchaser/end user of the timber, along with the following:

- Perform tasks associated with preparing area for harvest (i.e. inventory, mark leave/cut trees, establish boundaries, etc.) as discussed with landowner/seller during the initial site visit.
- Only represent the interests of the owner during the marketing and harvest of the proposed timber harvest.
- Oversee project to ensure logger compliance with the timber harvest agreement signed between the owner and contractor.
- Administer the timber harvest in compliance with all local, state, and federal guidelines for best management practices.
- Handle all payments associated with the timber harvest (i.e. performance bond collection and release).

Staff is requesting approval of an administration contract with Eastern Forest Consultants LLC in an amount not to exceed $12,000. This cost will be covered by the grant funding received and local match designated for this project.

ATTACHMENTS

1. RES_1873 Timber Harvest Administration
2. RES_1873IDA Danville IDA_Timber Harvest Administration Letter of Agreement
3. Attachment_1873_IDA Danville IDA_Timber Harvest Administration Letter of Agreement
4. Attachment_1873_IDA Danville IDA_Timber Harvest Administration Letter of Agreement

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH EASTERN FOREST CONSULTANTS LLC IN AN AMOUNT NOT TO EXCEED $12,000.00 FOR TIMBER HARVEST ADMINISTRATION AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement with Eastern Forest Consultants LLC for timber harvest administration at Gypsum Road Parcel 78170 in an amount not to exceed Twelve Thousand Dollars and 00/100 dollars ($12,000.00) and

BE IT FURTHER RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby authorize its Chairman, or in his absence any officer, to execute any and all documents necessary to complete the above referenced transaction.

Approved:

_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Letter of Agreement

Timber Harvest Administration

I. This letter serves as an agreement between Eastern Forest Consultants LLC (owner's agent) and the Industrial Development Authority of Danville, VA (owner).

II. As the owner's agent for the proposed timber harvest located northeast of the intersection of Gypsum Road and Masonite Drive in the City of Danville, VA (parcel # 78170), Eastern Forest Consultants LLC agrees to:

a. Perform tasks associated with preparing area for harvest (i.e. inventory, mark leave/cut trees, establish boundaries, etc) as discussed with landowner/seller during the initial site visit.

b. Only represent the interests of the owner during the marketing and harvest of the proposed timber harvest.

c. Oversee project to ensure logger compliance with the timber harvest agreement signed between the owner and contractor.

d. Administer the timber harvest in compliance with all local, state, and federal guidelines for best management practices.

e. Handle all payments associated with the timber harvest (i.e. performance bond collection and release).

III. The owner, Industrial Development Authority of Danville, VA, warrants that they are the true legal owner of the real property described in Article II and that owner also owns the timber located thereon, and that owner has the right to harvest the timber located upon said real property. Owner further warrants that owner will indemnify and defend owner's agent from any and all losses, damages, costs, attorney's fees, fines, and penalties arising from any lawsuits, actions, or administrative procedures and threats of lawsuits, actions or administrative procedures brought against owner's agent as a result of owner not being the true owner of said real property or not having the right to harvest the timber upon said property. The Industrial Development Authority of Danville, VA understands that Eastern Forest Consultants LLC, while trained in identifying and determining the location of property boundary lines, is not a licensed surveyor. The owner is responsible for confirming that the timber harvest is solely located on their own property and takes full responsibility for dealing with any property boundary line disputes.

IV. The owner, Industrial Development Authority of Danville, VA, agrees that the owner's agent will be compensated for efforts related to preparing, marketing, and administering the timber harvest for a flat rate of $12,000 which will be invoiced after the timber harvest is complete or April 30, 2025, whichever comes first.

V. The Industrial Development Authority of Danville, VA, understands that:

a. Eastern Forest Consultants will be serving in the capacity of "owner's agent".

b. Employees and subcontractors of Eastern Forest Consultants LLC have the right to access the property until the final logging inspection is complete.

c. Signing this letter signifies that the Industrial Development Authority of Danville, VA is in agreement with the terms provided in this agreement and Eastern Forest Consultants LLC has permission to begin the project.

d. Eastern Forest Consultants LLC staff and/or subcontractors intend to represent the interests of the Industrial Development Authority of Danville, VA at all times, but are not responsible/liable for undesirable or negative effects resulting from logging operations on the property.

VI. Landowner and Agent Protection

Indemnity:
Eastern Forest Consultants LLC and the Industrial Development Authority of Danville, VA agree to indemnify and hold each other harmless from any losses, costs, claims, expenses, suits, damages, or liabilities of any nature arising from the owner's agent's performance of work on this contract resulting in injury or death to persons or damage to property. Eastern Forest Consultants also agrees to maintain valid General Liability coverage of $1,000,000 per occurrence, including pesticide and herbicide applicator coverage.

VII. Governing Law and Venue

This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

{Signatures appear on the next page}

VIII. Signatures

_____	_____
Date	Joseph M. Secoges Eastern Forest Consultants LLC
_____	_____
Date	T. Neal Morris Chairman Industrial Development Authority of Danville, VA

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c. Signing this letter signifies that the Industrial Development Authority of Danville, VA is in agreement with the terms provided in this agreement and Eastern Forest Consultants LLC has permission to begin the project.

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_____	_____
Date	T. Neal Morris Chairman Industrial Development Authority of Danville, VA

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM: Corrie Bobe, Director of Economic Development and Tourism

RE: A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH HOPKINS LUMBER CONTRACTORS FOR HARVESTING THE TIMBER AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA.

The Industrial Development Authority was awarded grant funding from the Virginia Business Ready Sites program and the Virginia Tobacco Commission to be used towards grading an 80-acre pad at the Coleman Site (Gypsum Road Parcel 78170). While our engineering consultants at Hurt & Proffitt complete the grading design, the IDA will need to begin timbering the property to meet certain timelines outlined in the performance agreement. Staff has engaged a timber consultant agency, Eastern Forest Consultants LLC, to assist with the administration of this process including finding a purchaser/end user of the timber. The consultants have engaged Hopkins Lumber Contractors who has indicated its availability to timber the property by April 30, 2025. Staff is requesting approval of a timber harvest contract with Hopkins Lumber Contractors.

ATTACHMENTS

1. RES_1873 Timber Harvest Administration
2. Attachment_1873_IDA Danville IDA_Timber Harvest Administration Letter of Agreement
3. 1874_RES_Timber Harvest Contract
4. 1874_RES_Timber Harvest Contract

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH EASTERN FOREST CONSULTANTS LLC IN AN AMOUNT NOT TO EXCEED $12,000.00 FOR TIMBER HARVEST ADMINISTRATION AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement with Eastern Forest Consultants LLC for timber harvest administration at Gypsum Road Parcel 78170 in an amount not to exceed Twelve Thousand Dollars and 00/100 dollars ($12,000.00) and

BE IT FURTHER RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby authorize its Chairman, or in his absence any officer, to execute any and all documents necessary to complete the above referenced transaction.

Approved:

_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Letter of Agreement

Timber Harvest Administration

I. This letter serves as an agreement between Eastern Forest Consultants LLC (owner's agent) and the Industrial Development Authority of Danville, VA (owner).

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V. The Industrial Development Authority of Danville, VA, understands that:

a. Eastern Forest Consultants will be serving in the capacity of "owner's agent".

b. Employees and subcontractors of Eastern Forest Consultants LLC have the right to access the property until the final logging inspection is complete.

c. Signing this letter signifies that the Industrial Development Authority of Danville, VA is in agreement with the terms provided in this agreement and Eastern Forest Consultants LLC has permission to begin the project.

d. Eastern Forest Consultants LLC staff and/or subcontractors intend to represent the interests of the Industrial Development Authority of Danville, VA at all times, but are not responsible/liable for undesirable or negative effects resulting from logging operations on the property.

VI. Landowner and Agent Protection

Indemnity:
Eastern Forest Consultants LLC and the Industrial Development Authority of Danville, VA agree to indemnify and hold each other harmless from any losses, costs, claims, expenses, suits, damages, or liabilities of any nature arising from the owner's agent's performance of work on this contract resulting in injury or death to persons or damage to property. Eastern Forest Consultants also agrees to maintain valid General Liability coverage of $1,000,000 per occurrence, including pesticide and herbicide applicator coverage.

VII. Governing Law and Venue

This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

{Signatures appear on the next page}

VIII. Signatures

_____	_____
Date	Joseph M. Secoges Eastern Forest Consultants LLC
_____	_____
Date	T. Neal Morris Chairman Industrial Development Authority of Danville, VA

PRESENTED: February 11, 2025

ADOPTED February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH HOPKINS LUMBER CONTRACTORS FOR HARVESTING THE TIMBER AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement with Hopkins Lumber Contractors for timber harvesting at Gypsum Road Parcel 78170 at no cost to the authority; and

BE IT FURTHER RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby authorize its Chairman, or in his absence any officer, to execute any and all documents necessary to complete the above referenced transaction.

Approved:

_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

PRESENTED: February 11, 2025

ADOPTED February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH HOPKINS LUMBER CONTRACTORS FOR HARVESTING THE TIMBER AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement with Hopkins Lumber Contractors for timber harvesting at Gypsum Road Parcel 78170 at no cost to the authority; and

BE IT FURTHER RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby authorize its Chairman, or in his absence any officer, to execute any and all documents necessary to complete the above referenced transaction.

Approved:

_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM: Samantha Bagbey, Project Manager

RE: Approval of the lease Agreement between J&W ASSOCIATED, LLC DBA LINKS CAFE (Virginia ID #S11007420) and the IDA at 317-319 Craghead Street.

Staff is seeking the approval to the lease Agreement between J&W ASSOCIATED, LLC DBA LINKS CAFE (Virginia ID #S11007420) and the IDA at 317-319 Craghead Street.

ATTACHMENTS

1. 1876_RES_Link's Cafe_Lease_February_2025
2. Attachment_1876_Lease_Links_317-319 Craghead
3. Attachment_1876_Maintenance Check Sheet

PRESENTED: February 11, 2025

ADOPTED February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE- AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND WENDY BRIM (IN HER PERSONAL AND INDIVIDUAL CAPACITY), AND J&W ASSOCIATED, LLC DBA LINKS CAFE (VIRGINIA lD #S11007420) FOR THE PROPERTY IDENTIFIED AS 317-319 CRAGHEAD STREET, DANVILLE, VIRGINIA, 24541.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a Lease-Agreement between the Industrial Development Authority of Danville, Virginia and J&W ASSOCIATED, LLC DBA LINKS CAFE substantially in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, by the IDA that it hereby approves and authorizes a lease term of Thirty-six (36) Months at a lease rate of Three Thousand Dollars ($3,000) per month and

BE IT FINALLY RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any Officer, to execute the new Lease Agreement and any other documents necessary to complete the transaction described in this resolution.

Approved:

_____

Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into and effective as of this _ **_1st_** day of ____**MARCH** _, 2025, between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Landlord"), **and WENDY BRIM (in her personal and individual capacity), AND J&W ASSOCIATED, LLC DBA LINKS CAFE (Virginia lD #S11007420 ("Tenant").**

WITNESSETH

FOR and in consideration of the mutual promises and covenants of the parties to this Lease, the parties do covenant and agree as follows:

1. Definitions: The following words or phrases shall have the following meanings when used in this Lease, unless otherwise specifically provided:

"Agreement" shall mean this lease agreement including all terms, conditions, rights, and responsibilities between the above-named Landlord and Tenants.

"Building 1" shall mean all of the building or other structure located on, or hereafter placed upon, **317 CRAGHEAD STREET and bearing tax Parcel ID number #26831.**

"Building 2" shall mean all of the building or other structure located on, or hereafter placed upon, **319 CRAGHEAD STREET and bearing tax Parcel ID number #21419.**

"Commencement date" shall mean **MARCH 1, 2025**.

"Premises" shall mean the two street front locations (Building 1: approximately 1,470sqft known as 317 CRAGHEAD STREET and bearing tax Parcel ID number #26831 and Building 2: approximately 2,500sqft known as 319 CRAGHEAD STREET and bearing tax Parcel ID number #21419.

"Real Estate Taxes" shall mean all real estate taxes, assessments, or charges upon all or any portion of the Entire Property or any Buildings or improvements thereon or the Premises or improvements thereon.

2. Recitals: The parties to this Lease recite the following facts:

A. Landlord is the Industrial Development Authority of Danville, Virginia (IDA), a political subdivision of the Commonwealth of Virginia.

B. Tenants are **J&W ASSOCIATED, LLC DBA LINKS CAFE.**

C. The Landlord desires to lease the Premises to the Tenant and the Tenant desires to lease the Premises from the Landlord for the primary purpose of operating **A COFFEE SHOP SELLING FOOD AND BEVERAGES** in the **RIVER DISTRICT**.

3. Lease of Premises:

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord the Premises, described above in Paragraph 1.

4. Term:

A. Initial Term:
The initial term of this Lease ("Term") shall begin upon the commencement date of this Lease by the parties hereto and shall extend for **THIRTY-SIX (36) MONTHS** after the Commencement Date to the Termination Date.

B. Renewal Lease Term:
If the Lease is still in full force and effect, Tenant, with written approval by Landlord, may renew the lease. Renewal may be for as many as **two (2) new twelve (12) month renewals**, provided written notice of the election to renew shall be delivered to Landlord not less than sixty (60) days prior to the expiration of the previous lease term. If said extension is duly exercised by Tenant and approved by Landlord each time, the Term of this Lease shall be automatically extended for the additional twelve-month period upon all of the same terms, provisions and conditions set forth in this Lease **except** the new amount of rent for each renewed term, if needed.

5. Rent:

A. Tenant shall pay as rent to Landlord during the Initial term **THREE THOUSAND DOLLARS ($3,000)** per month for the **THIRTY-SIX (36) MONTHS** of the lease beginning on **MARCH 1, 2025**. Rent is payable and due in advance on the first day of each calendar month during the Lease term to Landlord in-person or by mail at **427 Patton Street, Danville, Virginia, 24541, Suite 203 – The Office of Economic Development and Tourism**. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis.

B. If Rent is not paid by the fifth (5th) day of each calendar month (or if such day is a Non-Business Day, the immediately preceding day that is not a Non-Business Day), Tenant shall pay to Landlord, as Additional Rent, a late payment fee equal to five percent (5%) of the amount due plus interest accruing on the delinquent amount owed until paid, equal to the then applicable judgment rate of interest set forth in Virginia Code § 6.2-302 as amended, currently at six percent (6%) per annum.

C. A security deposit of the first month's rent is not required to be paid prior to the Commencement Date as defined in paragraph 1 above for the initial term due to the previous deposit made when the original lease was established.

6. Maintenance, Improvement and Repairs:

A. Tenant shall make, at Tenant's expense, all necessary improvements to the Premises including floors, walls, ceilings, plumbing, and lighting.

B. Routine on-going repairs of interior areas not defined as the Premises and the exterior of the building including the roof, walls, foundation, gutters, downspouts, drainage systems, (signage excepted) shall be responsibility of the Landlord. See attachment A.

C. If Repairs relate to an insurable claim, the Party entitled to insurance recovery must pay for the repairs.

D. Tenants are responsible for their own trash disposal, janitorial, any needed security services, and any routine maintenance and inspections of necessary items listed in attachment A.

7. Alterations and Improvements:

A. Landlord's written consent is required to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises as Tenants may deem desirable at Tenant's expense. Provided the same shall not adversely affect the structural integrity of the Building and are made in compliance with all applicable codes and are otherwise performed in a workmanlike manner and utilizing good quality materials.

B. Tenants shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenants at the commencement of the Lease term or placed or installed on the Leased Premises by Tenants, thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenants shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenants at Tenants' expense.

8. Use.

A. Tenants shall not use nor cause to be used all or a portion of the Premises for

any of the following: 1) sexually oriented adult entertainment, 2) bookstore or magazine shop selling pornographic materials, 3) billiard parlor or pool hall, 4) any use which is not permitted by right under zoning classification applicable to the Premises, and 5) any other use which is illegal under any laws applicable to the Premises.

B. Tenants shall use Premises for the operation of **A COFFEE SHOP SELLING FOOD AND BEVERAGES** in the **RIVER DISTRICT**. In the event that Tenants no longer uses Premises as described, this Lease shall end upon thirty (30) days' notice by Landlord.

9. Taxes.

A. Personal Property Taxes: Tenants shall be responsible for paying all personal property taxes with respect to Tenants' personal property at the Premises.

B. Real Estate Taxes: Tenants shall be responsible for paying all real estate taxes for the Premises ((**Building 1: approximately 1,470sqft known as 317 CRAGHEAD STREET and bearing tax Parcel ID number #26831 and Building 2: approximately 2,500sqft known as 319 CRAGHEAD STREET and bearing tax Parcel ID number #21419)**

C. Tenant will receive separate invoice(s) for respective property tax from The City of Danville Finance Department.

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10. Insurance.

A. Landlord shall maintain fire and extended coverage insurance on the Building and the Entire Property in such amounts as Landlord shall deem appropriate.

(i) Tenant shall be responsible, at their expense, for fire and extended coverage insurance on all personal property, including removable trade fixtures, located in the Premises.

B. Tenants and Landlord shall, each at their own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional interest on Tenants' policy or policies of comprehensive general liability insurance, and Tenants' compliance with this Paragraph. Tenants shall obtain the agreement of Tenants' insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be

required to maintain insurance against thefts within the Leased Premises or the Building.

11. Utilities.

Tenants shall pay all charges for water, sewer, gas, electricity, telephone, internet and all other services of and for leased premises.

12. Signs.

Tenants shall have the right to place on the Premises any sign which is permitted by applicable zoning ordinances and private restrictions. Tenants shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenants.

13. Entry.

Landlord shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with business of the Tenants on the Premises. Landlord will attempt to contact Tenants twenty- four (24) hours prior to entry except in the case of an emergency in which case no notice would be required.

14. Damage and Destruction.

If the Premises or any part thereof or any appurtenance thereto is so damaged, not caused by Tenants, by fire, casualty, or structural defects that the same cannot be used for Tenants' purposes, then Tenants shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage, not caused by Tenants, to any part of the Premises, and if such damage does not render the Premises unusable for Tenants' purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, epidemics, swarms of boll weevils, plagues of locusts, inability to obtain necessary permits, materials, or labor or other matters, which are beyond the reasonable control of Landlord. Tenants shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenants' purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenants. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence, which is beyond Tenants' reasonable control, and which renders the Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenants' purposes.

15. Default.

If default shall at any time be made by Tenants in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenants by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenants, and such default shall continue for ten (10) days after notice thereof in writing to Tenants by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenants written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenants default, either in law or equity.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenants of its obligations hereunder, Landlord will keep and maintain Tenants in exclusive, quiet, peaceful, undisturbed, and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the building or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority issues the condemnation order, and Landlord and Tenants shall account for rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenants accept this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenants agree that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien now existing or hereafter placed upon the Leased Premises of the Building and Tenants agree upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request Tenants agree that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the

dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenants alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:
Industrial Development Authority of Danville, Virginia
C/O City Attorney's Office
P.O. Box 3300
Danville, VA 24543

With a copy to:
City Attorney's Office
P.O. Box 3300
Danville, VA 24541

If to Tenants:
Wendy Brim
2698 S. Boston Hwy
Ringgold, VA 24556

20. Brokers.

Tenants represent that Tenants were not shown the Premises by any real estate broker or agent and that Tenants have not otherwise engaged in any activity, which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. Waiver.

No waiver of any default of Landlord or Tenants hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenants shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenants and their respective legal representatives, successors and assigns.

24. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

25. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenants to Landlord specifying the default, Tenants may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenants shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the Landlord of five percent (5%) per annum. If this Lease terminates prior to Tenants' receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenants on demand.

26. Compliance with Law.

Tenants shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenants' use of the Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Applicable Law and Entire Agreement.

A. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

B. This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville,

Virginia.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord:

Industrial Development Authority
of Danville, Virginia

By: _____

Name: T. Neal Morris
Its: Chairman

Tenant:

Name: **Wendy Brim (in her personal and individual capacity)**

By: _____

Name: **Wendy Brim**

Tenant:

J&W ASSOCIATED, LLC DBA LINKS CAFE (Virginia lD #S11007420)

By _____

Name: **Wendy Brim**

Title: **Managing Member**

MAINTENANCE CHECKLIST

PROPERTY ADDRESS: 317-319 Craghead Street

Building Upkeep	Tenant	Landlord
HVAC	☑	☐
Roof	☐	☑
Elevator	☐	☐
Plumbing *(Routine upkeep, i.e. clogs, loose handles/fixtures)*	☑	☐
Facade* *(if in the River District, must be approved prior by RDDC)*		
-Improvement/Changes	☑	☐
-Repairs	☐	☑
Fire Spinkler	☐	☐
Building Services		
-Gas	☑	☐
-Electricity	☑	☐
-Water/Sewer	☑	☐
-Grease Trap	☑	☐
-Hood System	☑	☐
-Internet	☑	☐
-Pest Control	☑	☐
-Snow Removal	☑	☐
-Lawn Care	☑	☐
-Trash Removal/Dumpster	☑	☐
Taxes		
-Personal Property	☑	☐
-Real Estate	☑	☐

If tenant cannot provide documentation for routine maintenance services, Tenant will be responsible for replacement costs. **Initial:** _____

"I have read and understand the tenant and landlord responsibilities as listed above."

Tenant Signature: _____ **Date:** _____

IDA Chairman Signature: _____ **Date:** _____

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM: Jason Grey, Director of Utilities

RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an underground electric utility easement for City parcel # 22970 located on Pine Street.

Danville Utilities is looking to improve the overhead electric infrastructure on Jefferson Street and Pine Street by placing some of the infrastructure underground on parcel # 22970. The existing overhead electric infrastructure on Jefferson Street does not meet current compliance codes but is grandfathered by previous codes when it was installed in the 1960s. The easement request also specifies a pad-mounted transformer location area off Pine Street to serve the IDA properties located at 400 and 406 Jefferson Street.

ATTACHMENTS

1. 1877_RES_IDA Pine Street_Parcel 22970
2. 1877_Attachment)_IDA Easement_Parcel 22970 RYAN

PRESENTED: February 11, 2025

ADOPTED February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CITY OF DANVILLE A 10’ WIDE UNDERGROUND ELECTRIC UTILITY EASEMENT FROM THE CITY’S EXISTING PUBLIC RIGHT-OF-WAY ON PINE STREET PARCEL 22970 FOR THE PURPOSE OF SERVING IDA OWNED PROPERTIES ON JEFFERSON STREET.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby authorizes and approves the conveyance, to the City of Danville, a 10’ wide easement from the existing City public right-of-way on Pine Street Parcel #22970 for purpose installing underground conduit and electric conductor and locating a pad-mounted transformer to serve multiple electric customers on Jefferson Street, which location map and said easement are attached hereto, and made a part hereof this resolution; and

BE IT FURTHER RESOLVED, by the Industrial Development Authority of Danville, Virginia that the Chairman is hereby authorized to execute the easement and sign any other documentation necessary to complete the above described transaction.

Approved:

_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Prepared by and return to:
C. Ryan Dodson, Esq. (VSB #90680)
City of Danville
P.O. Box 3300
Danville, VA 24543

This deed is exempt from Grantor's and Grantee's tax pursuant to Va. Code § 58.1-811(A)(3) and (C)(4).

Tax Map/Parcel ID #22970
Mail to: IDA, P.O. Box 3300, Danville, VA 24543
Title Insurance: None
Consideration: None

THIS **DEED OF EASEMENT** made this the ____ day of _____, 2025, by and between **The INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, GRANTOR**, and **The CITY OF DANVILLE, VIRGINIA, a municipal corporation, GRANTEE**,

W I T N E S S E T H:

That for one dollar cash in hand, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby give, grant, and convey unto the Grantee, or its successors in interest, a permanent easement ten (10) feet in width and fifteen (15) feet in length, more or less, for the purpose of installing and maintaining utility facilities, including but not limited to an underground three phase primary electrical utility line extension, a sectionalizing cabinet, and a second line leaving the cabinet to feed a pad-mounted underground transformer, such easement consisting of the perpetual right to enter and to install, construct, erect, maintain, repair, rebuild, replace, operate and patrol such lines and facilities, including all necessary poles, conduits, cable, anchors, guys, wires, buried cables, buried wires, posts, terminals, location markers, manholes, fixtures, and other appurtenances, and the right to reconstruct, improve, add to, enlarge, change the type, as well as the size of and remove such facilities or any of them or those of such other system or systems as are duly authorized by Grantee to use jointly its poles or trenches, as may be from time to time required, in, upon, under, over, or across the parcel or tract of land described as follows:

TAX PIN #22970 – PINE STREET, DANVILLE, VIRGINIA

APPROXIMATELY 0.0389 Acre lot fronting 20 feet on Pine Street; being, in fact, all of Parcel "B" as shown on Reconfiguration Plat of Parcels for Danville Redevelopment and Housing Authority long Jefferson Ave., Jefferson St., and Pine Ave., dated January 18, 2021, revised February 15, 2021, made by Accupoint Surveying & Design, and recorded in the Clerk's Office of the Circuit Court of Danville, Virginia as Instrument #21-5556.

BEING IN FACT, Parcel # 2 conveyed to the Industrial Development Authority from 5 Forks Properties, LLC, by deed dated April 3, 2024 and recorded in the aforesaid Clerk's as part of Instrument #24-1277.

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

The Easement shall comprise the area depicted on the map attached hereto as Schedule "A" and made apart hereof as though fully set out herein.

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

This conveyance having been authorized by the Industrial Development Authority of Danville, Virginia by Resolution No. _____ adopted on _____, 2025, pursuant to a public hearing held in accordance with Va. Code § 15.2-1800.

WITNESS the following signatures and seals:

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, Grantor

BY: _____
T. NEAL MORRIS
Chairman, Industrial Development Authority

STATE OF VIRGINIA
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this the _____ day of _____, 2025, by **T. Neal Morris,** acting in his capacity as Chairman of the Industrial Development Authority of Danville, Virginia.

BY: _____
NOTARY PUBLIC

My commission expires: _____

Notary registration number: _____

THE CITY OF DANVILLE, VIRGINIA,
a municipal corporation of the
Commonwealth of Virginia, Grantee

BY: _____
KEN F. LARKING
City Manager

STATE OF VIRGINIA
CITY OF DANVILLE, to-wit:

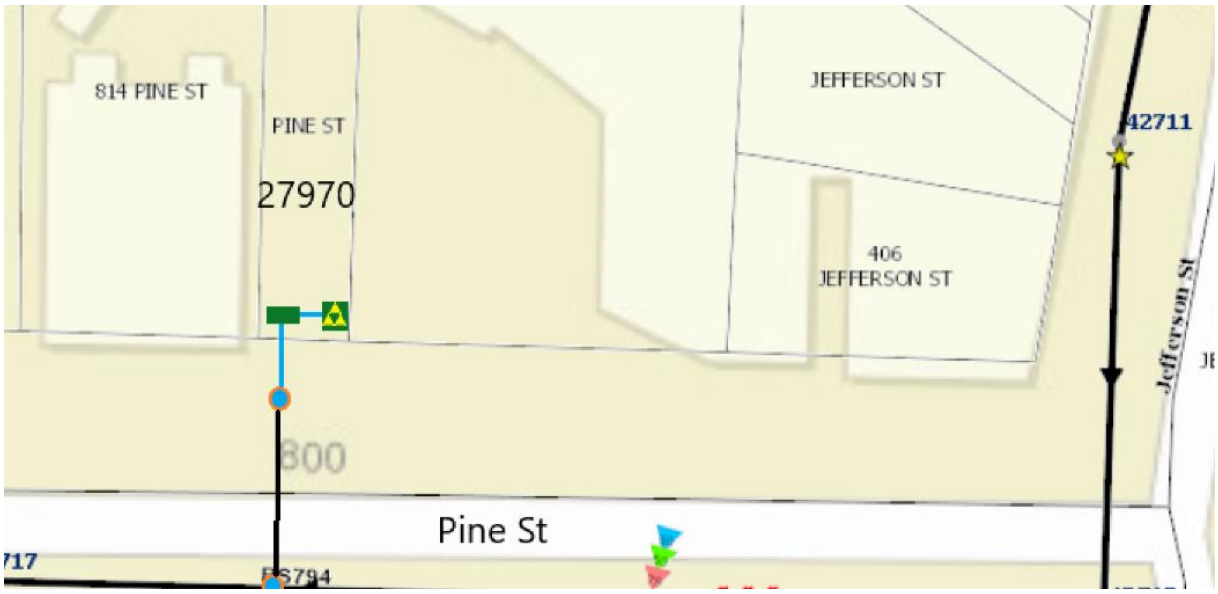
The foregoing Deed was acknowledged before me this the _____ day of _____, 2025, by **KEN F. LARKING**, acting in his capacity as **City Manager**, on behalf of the City of Danville, Virginia.

BY: _____
NOTARY PUBLIC

My commission expires: _____

Notary registration number: _____

Schedule “A”


814 PINE ST
PINE ST
27970
JEFFERSON ST
406
JEFFERSON ST
42711
Jefferson St
800
Pine St

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM:

RE: A Resolution of the Industrial Development Authority of Danville, Virginia Approving and Authorizing the Terminations of Parking Lot Rental Agreements Between IDA and Caesars Danville LLC.

With the permanent Caesars facility now open, Caesars no longer needs the lots on W. Main and Bishop (that have been leased since April 2023 from the IDA) for customer and staff parking. Caesars plans to rope them off to prevent access, and is requesting that the IDA agree to terminate the leases early.

ATTACHMENTS

1. RES_1881_2023-02-14 Caesars Development Agreement

PRESENTED: February 11, 2025

ADOPTED: February 11, 2025

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING THE TERMINATION OF THE LEASE BETWEEN THE AUHORITY AND CAESARS VIRGINIA, LLC FOR PROPERTIES IDENTIFIED AS PARCEL ID #'S 60539 AND 51588.

WHEREAS, Caesars Virginia, LLC ("Caesars") has requested to terminate the lease for two properties identified as Parcel Id #'s 60539 and 51588 from the Industrial Development Authority of Danville, Virginia ("IDA"); and

WHEREAS, the IDA had agreed to lease said parcels to Caesars, each for 24 months and each for a lease rate of ten dollars ($10.00) per parcel.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the termination of two leases by and between the Industrial Development Authority of Danville, Virginia, and Caesars Virginia, LLC for Parcel Id #'s 60539 and 51588; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of Danville, Virginia, that that the Chairman, or any other Officer in his absence, is hereby authorized to sign the Parking Agreement as well as complete any acts, sign any other required documents, and perform any other actions, necessary to close the above-mentioned transaction.

Approved:

_____

Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Industrial Development Authority

STAFF REPORT

DATE: February 11, 2025

TO: Industrial Development Authority

FROM: W. Clarke Whitfield Jr., City Attorney

RE: Resolutions of the Industrial Development Authority of Danville, Virginia Approving the Refinancing of the Unit 2 Construction Loan at Dan River Falls

These two resolutions approve the refinancing of the Unit 2 construction loan with the VHDA permanent loan. The VHDA permanent loan terms were locked at the construction loan closing back in 2022, so this is just approval of the execution of the documents and effectuation of the refinancing transaction contemplated in 2022.

ATTACHMENTS

1. A Resolution to approve Unanimous Written Consent.
2. Danville Unit 2 - Consent of Members and Manager of 424 Memorial Drive Managing Member LLC
3. A Resolution to Authorize and Approve the Execution of the Action by Written Consent of the Sole Member of 424 White Mill Apartments, LLC.
4. Danville Unit 2 - White Mill Apartments - Sole Member Resolutions

PRESENTED: February 11, 2025

ADOPTED: February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING IDA DANVILLE MANAGER, LLC, TO APPROVE AND EXECUTE AN ACTION BY UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND MANAGER OF 424 MEMORIAL DRIVE MANAGING MEMBER, LLC.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby authorizes and approves IDA Danville Manager, LLC, to approve and execute an action by Unanimous Written Consent of the Members and Manager Of 424 Memorial Drive Managing Member, LLC; and

BE IT FURTHER RESOLVED, that IDA Danville Manager is agreeable to said Unanimous Written Consent; and

BE IT FURTHER RESOLVED that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary for this by Unanimous Written Consent of the Members and Manager Of 424 Memorial Drive Managing Member, LLC and such other documents as needed to complete this transaction.

APPROVED:

_____
Chairman

ATTEST:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS AND MANAGER OF
424 MEMORIAL DRIVE MANAGING MEMBER, LLC

THE UNDERSIGNED, being all the Members and the Manager of 424 MEMORIAL DRIVE MANAGING MEMBER, LLC, a Virginia limited liability company (the "**Company**"), pursuant to the provisions of the Amended and Restated Operating Agreement of the Company dated December 12, 2024 (the "**Operating Agreement**"), and the Virginia Limited Liability Company Act (the "**Act**"), do hereby consent to the adoption of, and do hereby adopt, the following resolutions, without a meeting, such actions to have the same effect as if taken at a duly constituted meeting of the members and manager of the Company on _____, 2025.

WHEREAS, Company is the Manager, sometimes also referred to as the "Managing Member" of 424 Memorial Drive, LLC, being the Sole Member of White Mill Apartments, LLC, a Virginia limited liability company ("**Owner**");

WHEREAS, Owner is the owner of Unit Two (2) of the White Mill Condominium located at 424 Memorial Drive, Danville, Virginia (the "**Property**");

WHEREAS, the Owner desires to refinance the construction loan encumbering the Property described and defined in the Action by Written Consent of the Sole Member of White Mill Apartments, LLC attached hereto as Exhibit A and incorporated herein by this reference (the "**Owner Consent**"); and

WHEREAS, the undersigned desire to consent to, ratify, and approve of the transactions described in the Owner Consent (the "**Permanent Loan Transaction**") in their capacity as the Members and Manager of the Company, being the Manager, also described as the Managing Member, of 424 Memorial Drive, LLC, being the Sole Member of the Owner; and further desire to authorize and direct the Company to take such actions and deliver such documents as may be necessary to effectuate the resolutions contained in the Owner Consent, all as more particularly set forth below.

NOW THEREFORE, BE IT RESOLVED, that any and all notice to take any action in adopting the following resolutions is hereby waived by the undersigned pursuant to the Act.

RESOLVED FURTHER, that the undersigned hereby authorize, ratify, and approve of the Permanent Loan Transaction, on behalf of the Company, being the Manager, also described as the Managing Member, of 424 Memorial Drive, LLC, being the Sole Member of the Owner.

RESOLVED FURTHER, that the undersigned hereby authorize, ratify and approve of the Company's involvement in the Permanent Loan Transaction.

RESOLVED FURTHER, that that any one of Joseph M. Alexander, in his capacity as the President of The Alexander Company, Inc., or Nicolas P. Alexander, in his capacity as the Vice President of The Alexander Company, Inc., The Alexander Company, Inc., being the Manager of the Company (each, an "**Authorized Signatory**"), is hereby authorized and empowered, acting

alone in the Company's name and on its behalf, to execute, deliver and perform all of the agreements and obligations of the Company necessary in connection with and to effectuate the Permanent Loan Transaction, including without limitation the negotiation and execution of the Amendment to Operating Agreement of the Owner of even date herewith, the Declaration, and the Loan Documents all as defined in the Owner Consent, all with such changes thereto as shall be deemed necessary, appropriate, or advisable by any Authorized Signatory, the execution of such documents or other documents and performance of such actions or other actions by an Authorized Signatory to be conclusive evidence of the approval by an Authorized Signatory of such changes, additions, documents, or actions.

RESOLVED FURTHER, that the undersigned hereby authorize and direct the Company to execute and deliver the Owner Consent and, as the Members and Manager of the Company, being the Manager, also described as the Managing Member, of 424 Memorial Drive, LLC, being the Sole Member of the Owner, for and on behalf of the Owner, to do all things necessary for purposes of effectuating the resolutions contained in the Owner Consent, including the execution and delivery, on behalf of the Owner, of all agreements, agreements, notes, mortgages, instruments, certificates and documents as may be necessary in connection with the Permanent Loan Transaction and to otherwise effectuate the resolutions contained in the Owner Consent.

RESOLVED FURTHER, that each Authorized Signatory, is hereby authorized and empowered, acting alone in the Company's name and on its behalf, to do and perform any and all further things and acts, and to execute and deliver any and all documents and instruments, determined by him to be necessary or appropriate in order to effectuate the intention of the foregoing resolutions, or any of them, any such determination to be conclusively evidenced by the doing or performing of any such act or thing or the execution and delivery of any such document or instrument.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all signatures, endorsements heretofore executed and all other actions (including agreements made electronically) heretofore taken for the purposes hereof by the Company or by Joseph M. Alexander or Nicolas P. Alexander, on its behalf, are hereby adopted, ratified, and confirmed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Members and Manager of the Company, does hereby execute this Action by Written Consent effective as of the date first set forth above.

MEMBERS:

THE ALEXANDER COMPANY, INC.

By:_____
Joseph M. Alexander, President

IDA DANVILLE MANAGER, LLC,

By: Industrial Development Authority of Danville, Virginia, its Managing Member

By: _____
T. Neal Morris, Chairman

_____
David G. Vos

MANAGER:

THE ALEXANDER COMPANY, INC.

By:_____
Joseph M. Alexander, President

EXHIBIT A

OWNER CONSENT

[See Attached]

PRESENTED: February 11, 2025

ADOPTED: February 11, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING 424 MEMORIAL DRIVE MANAGING MEMBER, LLC TO EXECUTE AN ACTION BY WRITTEN CONSENT OF THE SOLE MEMBER OF 424 WHITE MILL APARTMENTS, LLC.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby authorizes and approves 424 Memorial Drive Managing Member, LLC to execute an Action by Written Consent of the Sole Member Of 424 White Mill Apartments, LLC; and

BE IT FURTHER RESOLVED that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents to complete this transaction.

APPROVED:

_____
Chairman

ATTEST:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
WHITE MILL APARTMENTS, LLC

THE UNDERSIGNED, being the sole member of White Mill Apartments, LLC, a Virginia limited liability company (the "Owner") pursuant to the provisions of the Virginia Limited Liability Company Law (the "Act") and the Operating Agreement of Owner dated July 18, 2022, as amended (the "Operating Agreement"); does hereby: (i) consent to taking action on the following resolutions without a meeting, (ii) indicate the vote of the undersigned in favor of such resolutions, and (iii) direct that this consent be filed with the minutes of the proceedings of the Owner on _____, 2025.

WHEREAS, Owner is the owner of Unit Two (2) of the White Mill Condominium located at 424 Memorial Drive, Danville, Virginia (the "Property");

WHEREAS, in transactions occurring on or about the date hereof, the Owner desires to refinance the construction loan encumbering the Property with a loan from the Virginia Housing Development Authority (the "VHDA") in the approximate principal amount of $18,625,000.00 (the "Permanent Loan");

WHEREAS, in connection with Permanent Loan, the VHDA is requiring an amendment to the Operating Agreement (the "Amendment to Operating Agreement"); and

WHEREAS, in connection with the completion of environmental remediation of the Property, the Virginia Department of Environmental Quality ("VA DEQ") is requiring the Owner enter into a Declaration of Restrictive Covenants (the "Declaration").

NOW, THEREFORE, BE IT RESOLVED, that any and all notice to take any action in adopting the following resolutions is hereby waived by the undersigned pursuant to the Act and the Operating Agreement; and be it further

RESOLVED, that the Owner is hereby authorized and empowered to execute and deliver any loan documents necessary or advisable in connection with the Permanent Loan, including without limitation the following loan documents identified on Exhibit A; and be it further

RESOLVED, that the Owner is hereby authorized and empowered to execute and deliver the Amendment to Operating Agreement; and it be further

RESOLVED, that the Owner is hereby authorized and empowered to execute and deliver the Declaration; and it be further

RESOLVED, that either one of (a) Joseph M. Alexander, acting alone in his capacity as the President of The Alexander Company, Inc. ("TAC"); or (b) Nicolas P. Alexander, acting alone in his capacity as Vice President of TAC, TAC as Manager of 424 Memorial Drive Managing Member, LLC, the manager, also referred to as the managing member, of 424 Memorial Drive, LLC, the sole member of the Owner (the "Sole Member"), is hereby authorized and empowered to execute and deliver in the name of and on behalf of the Owner

any and all documents, instruments, agreements or certificates of any kind or nature whatsoever and to take from time to time any actions that the Sole Member determines in its discretion to be appropriate to accept and effectuate the terms and obligations of the Loan Documents, Amendment to Operating Agreement, and Declaration in order to effectuate the Permanent Loan; and be it further

RESOLVED, any and all lawful actions heretofore taken by the Sole Member, by Joseph M. Alexander, Nicolas P. Alexander, or any other authorized agents of the Owner to effectuate the actions authorized by the foregoing resolutions or otherwise in furtherance of the actions authorized by the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Sole Member of the Owner, do hereby execute this Action by Written Consent effective as of the date first set forth above.

SOLE MEMBER: 424 MEMORIAL DRIVE, LLC

By: 424 Memorial Drive Managing Member, LLC
Its: Managing Member

By: The Alexander Company, Inc., its Manager

By: _____
Joseph M. Alexander, President

EXHIBIT A

LOAN DOCUMENTS

Deed of Trust Note
Deed of Trust
Regulatory Agreement
Mortgagor's Certificate of Actual Costs
Latent Defect Agreement
Housing Management Agreement
Tenant Selection Plan
Subordination Non-Disturbance Agreement
Debt Service Reserve Agreement