



INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

**DAN RIVER FALLS BUILDING
420 MEMORIAL DRIVE, SUITE 200
ECONOMIC DEVELOPMENT EVENTS & TRAINING ROOM**

August 11, 2026

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. Industrial Development Authority July 14, 2026 Regular Meeting Minutes

D. FINANCIAL REPORT

1. IDA Financial Statement of Accounts as of July 31, 2026

E. STAFF UPDATES

F. ACTION ITEMS

1. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a lease agreement with the City of Danville, Virginia for the property identified as 527 Bridge Street Danville, VA 24541, Suite 201, 221, and 310, and bearing Tax ID #26821.
2. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the consolidation of certain real property.
3. A resolution of the Industrial Development Authority of Danville, Virginia approving

and authorizing the acceptance of certain real property from the Danville Redevelopment and Housing Authority.

4. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the acceptance of a deed for properties identified as Tax Parcel ID #24586 and #24587 located at 230 South Ridge Street, from the City of Danville, Virginia.
5. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a Right of First Refusal Waiver, Consent, and Project Acknowledgment by and among Caesars Virginia LLC, Bubba's Properties LLC, and the Industrial Development Authority of Danville, Virginia.

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
July 14, 2026

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 Events and Training Room, 420 Memorial Drive, Suite 200 on Tuesday, July 14, 2026, at 10:30 a.m.

The following members were present:

Present: T. Neal Morris, Chairman
Russell Reynolds, Vice Chairman
John Laramore, Secretary – arrived late
James Bebeau
Robert Woodall III

Absent: Russell Reynolds, Vice Chairman
Kristen Barker

Also present: W. Clarke Whitfield, Jr., City Attorney
Michael Adkins, Assistant City Manager
Briana Evans, Assistant City Manager
Michael Legg, Interim Director Economic Development
Kelvin Perry, Economic Development
Samantha Bagbey, Economic Development
Amy Chandler, Director of Finance
Jaime Pritchett, Assistant Director of Finance
Zachary Lovelace, Finance Accountant
Terri McDaniel, City Attorney's Office

T. Neal Morris, Chairman, called the meeting to order at 10:29 a.m.

Roll call

Minutes

Minutes for the June 9, 2026, regular called meeting of the IDA were distributed to the members with their agenda packets. A motion was made by Mr. Bebeau to approve the minutes as presented. Mr. Reynolds seconded the motion with the members present voting as follows:

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-(absent)
Mr. Bebeau	-Aye
Mr. Woodall	-Aye

Finances

Assistant Director of Finance, Jaime Pritchett, provided the members of the IDA Board with a packet of the current financial statements of the IDA. Ms. Pritchett reviewed the document with the Board members, reminding them of several payments and items of income were posted after the June 30, 2026 statement of accounts. Pritchett further noted a grant fund was acquired for the Five Forks rehabilitation and \$50,000 paid to Powers Signs for the Dan River Falls signage.

A motion was made by Mr. Woodall 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	-(absent: arrived after this vote)
Mr. Bebeau	-Aye
Mr. Woodall	-Aye

Staff reports

No reports given during open meeting session.

Resolutions

A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the form of a condominium association action by unanimous written consent related to the assignment of certain general common elements at the White Mill property.

Samantha Bagbey, Economic Development, explained that this document spelled out in writing the understanding of the Dan River Falls residents and commercial tenants regarding the use of certain areas of the building for each group exclusively and delineating the common areas for both groups' usage.

Motion was made by Mr. Reynolds; seconded by Mr. Bebeau

Mr. Morris	- Aye
Mr. Reynolds	-Aye

Mr. Laramore	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the renewal of a lease agreement between the Industrial Development Authority of Danville, Virginia and Morrisette Paper Company, Inc. for property identified as 979 Lockett Drive, Danville, Virginia, and bearing tax parcel ID #75918.

Kelvin Perry, Economic Development, explained that this was a simple renewal of the lease with Morrisette Paper.

Motion was made by Mr. Bebeau; seconded by Mr. Reynolds

Mr. Morris	- Aye
Mr. Reynolds	-Aye
Mr. Laramore	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an assignment and assumption agreement between AAL Investor, LLC, North Union Master Tenant, LLC, and IDA Danville Manager, LLC.

Samantha stated that this would end the tax credit stipulations regarding 206 North Union Street.

Motion was made by Mr. Bebeau; seconded by Mr. Reynolds

Mr. Morris	- Aye
Mr. Reynolds	-Aye
Mr. Laramore	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

Closed Meeting

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. Reynolds	-Aye
Mr. Laramore	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

Mr. Reynolds moved the meeting immediately reconvened into an open meeting. The motion was seconded by Mr. Bebeau and carried with the members present voting as follows:

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Bebeau	- 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. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

After closed session, Brian Evans, Assistant City Manger, shared that parking lot bids for Dan River Falls came in at very high estimates. Negotiations on this are continuing as parking issues for DRF are increasing. Ms. Evans added that completion of the water canal for rafting factors into the delay in creating parking, as well. Mr. Morris commented on the deplorable state of trash accumulating in the canal area. This information will be forwarded to the proper departments for correction.

Mr. Woodall brought up his concern that the American Flag has not been replaced at the top of the Dan River Falls building. During discussion, Briana pointed out that there is no safe route to access the

top of the building at present, but this is being addressed. City Attorney Clarke Whitfield asked if the other owners of the building have been consulted in the replacement of the flag on the building to which Ms. Evans confirmed that they had been. Kelvin Perry added that creating a safe route to the top of the building in order to fly the American flag must also adhere to historic tax credit specifications.

Adjourned at 11:18 am with Mr. Woodall moving to do so, Mr. Bebeau seconding, and with all in favor.

John Laramore
Secretary

T. Neal Morris
Chairman

Industrial Development Authority
Statement of Accounts
As of July 31, 2026

Regular Checking	\$ 226,843.28
USDA Loan Account	\$ 89,793.54
City Funded Loan Account	\$ 2,691,218.78
North Union Properties/Master Tenant	\$ 11,581.55
US Bank - 2025A Bond Account	\$ 13,914.83
US Bank - 2025B/C Bond Account	\$ 10,791,436.65
US Bank - 2025D Bond Account	\$ 62,212.70
First National Bank - Money Market	\$ 18,543.42
Reserve Account	\$ 8,300,229.55

Reserve Account Details

<i>Hold for IDA Debt Svc</i>	1,869,783.33
<i>Hold for Enterprise Zone</i>	294,264.05
<i>Hold for Int'l. Recruitment</i>	54,062.83
<i>Hold for Coleman Site</i>	22,284.72
<i>Hold for Dan River Falls</i>	395,625.00
<i>Hold for Dewberry Upfit DRF</i>	385,382.97
<i>Hold for Barker Road</i>	366,039.70
<i>Hold for Incentives</i>	2,053,930.00
<i>Hold for 231 Main Street</i>	400,000.00
<i>Hold for Schoolfield Acquisition</i>	41,614.70
<i>Hold for VBAF Grant</i>	500,000.00
<i>Hold for 217 N Union</i>	37,000.00
<i>Hold for 121/123 N Union</i>	425,368.75
<i>Hold for Infinity Global</i>	298,368.20
<i>Hold for 310-312 Main St</i>	290,798.00
<i>Hold for 624/626 North Main</i>	556,791.75
<i>Hold for TECHnista</i>	250,000.00
<i>Available (CDE Funds)</i>	58,915.55
	8,300,229.55

City Funded Loans:

Beginning Balance June 30, 2026	\$ 2,687,585.75
Uncle Al's Diner	-
LMG, LLC	3,518.75
Interest /Bank Fees	114.28
Ending Balance July 31, 2026	\$ 2,691,218.78

**Industrial Development Authority
Statement of Account - Regular Checking
For the month ended July 31, 2026**

Beginning Balance at June 30, 2026 \$367,506.59

RECEIPTS:

Rent:			315,309.24
Utility/Insurance Reimbursement:			
DR Foundation	3,197.84		
Averett	4,300.31	7,498.15	
City of Danville Support		3,045,658.23	
COV IRF Grant - Five Forks		-	
Transfer in from Reserve		(2,454,638.30)	
Transfer In from Bond Accounts		2,207,008.38	
Transfer from North Union Properties Account		-	
Pittsylvania County IDA - Shell Bldg		12,340.01	
Interest Income/Wire Fees/Checks		(133.29)	
Real Estate Tax Received		978.58	
CDE Program Revenues		148,500.00	
Reimbursement from Alexander Company		404,000.00	
US Bank Refund		9,000.00	
Daniel, Medley, & Kirby - Reimbursement of release fees for 206-208 N Union loan		98.00	
Refund of lost check		5,665.00	
Technista		250,000.00	
Lester Properties		25,000.00	
Overfinch Incentive Payment Payback (2nd Payment)		25,000.00	

DISBURSEMENTS:

AUB Loan - Lockett Drive	(11,566.62)
AUB - 500 Stinson Drive #1	(4,887.77)
AUB - 512 Bridge Street	(16,467.81)
VSBA Bank - 500 Cane Creek	(9,251.38)
VSBA - MEP	(1,065.63)
VSBA - Barker Rd Loan	(20,514.72)
Locus Bank - Shell Building	(12,315.20)
Locus Bank - Ecomnets Bldg	(21,870.52)
First National - Gaither Rd Prop	(3,136.85)
First National - 206/208 N Union Loan	(5,009.56)
First National - 310-312 Main St	(2,208.16)
Movement Bank - Monument	(2,651.24)
US Bank - Bond Prin/Interest/Fees	(9,000.00)
White Mill MT 1 (DR Falls Lease)	(200,908.79)
Cherry Bekaert	(110,000.00)
Blair Construction - (Ebio)	(185,520.55)
Kent Shelton - (Parking Garage)	(1,920.00)
RES - (Coleman Site)	(195,455.00)
Infinity Global - (Reimbursement for Windsor)	(461,900.11)
Dewberry & Davis - (Dan River Falls Parking Deck Study)	(8,375.00)
Quality Construction - (624-626 N Main Progress Billing #2)	(22,800.00)
Quality Construction - (624-626 N Main Progress Billing #3)	(2,470.00)
Quality Construction - (624-626 N Main Progress Billing #4)	(58,624.50)
City of Danville - (QB Online Subscription)	(1,035.00)
Solex Architecture - (206 N Union)	(5,000.00)
Roundtable Ventures - (Spring Street Parking Deck Draw #10)	(1,743,188.27)
Eco-Cap - (Nutrient Credits Coleman Site)	(128,440.00)
Daniel, Medley, & Kirby - (Masonic Temple Incentive)	(736,977.41)
Falling Acorn Timber Frames - (Five Forks)	(24,875.00)
Morgan H. Anderson - (Assignment and Assumption 206-208 N Union)	(16,868.52)
Utilities/Maintenance	(39,825.68)
Insurance	(39,318.02)

(4,103,447.31)

PASS THROUGH:

Infinity Global - (Return NMTC Deposit from Danville CDE)	(38,500.00)	(38,500.00)
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Ending Balance at July 31, 2026

\$226,843.28

125 N Union	250.00
Alexander Group - Pkg	4,500.00
Averett	11,390.00
Barry Smith	260.00
Belk	7,102.50
City - Gang Prev.	-
City - IT Dept.	3,154.00
City - Parks&Rec	68,614.05
City - Econ Dev	48,640.38
DR Foundation	5,610.00
Honey Bee - Parking	850.00
Infinity Global	119,000.00
Launch Place	3,292.00
Link's Café	3,000.00
MEP	1,165.63
Michael Cheek	-
Mind Body Wellness	-
Morrisette Paper	6,799.45
Overfinch	6,870.77
Revive Nutrition	600.00
River District Assoc	1,664.25
Riverside Running	2,812.48
Robert Stephens	260.00
Stephen Bass	1,712.50
Sth VA Legal	1,575.00
Vintages	1,347.00
Walraven	14,839.23
	<u>315,309.24</u>

**Industrial Development Authority
Statement of Account
USDA Loan Funds**

For the month ended July 31, 2026

Beginning Balance at June 30, 2026 **\$ 89,789.73**

RECEIPTS:

River City Escapes	-		
Interest	3.81		
	3.81		3.81

DISBURSEMENTS:

-

-

Ending Balance at July 31, 2026 **\$ 89,793.54**

Reconciliation to original USDA grant of \$99,000

ORIGINAL USDA FUNDS			\$ 99,000.00
LESS OUTSTANDING LOANS:			
River City Escapes	12,043.59		
	12,043.59		(12,043.59)
INTEREST EARNED			22,246.18
DEFAULTED LOANS			(19,459.05)
PENALTIES EARNED			50.00
BALANCE IN ACCOUNT			<u><u>\$ 89,793.54</u></u>

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Industrial Development Authority of Danville

A/R Aging Summary Report

As of Jul 31, 2026

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
600 Craghead LLC - Parking	4,704.00					4,704.00
Christine B Eanes, LLC	-600.00					-600.00
City of Danville IT	22,720.00					22,720.00
J&W Associated LLC dba Links Cafe	-3,000.00					-3,000.00
Kevin Carter		-119,000.00				-119,000.00
Making Everything Possible, LLC	1,165.63	1,165.63				2,331.26
Michael W Cheek		800.00				800.00
Morrisette Paper	-6,799.45					-6,799.45
Overfinch North America	-6,870.77					-6,870.77
Robert David		1,841.00				1,841.00
Robert Stephens		147.00				147.00
Southern Virginia Legal PLLC	-1,575.00					-1,575.00
The Launch Place	-3,292.00					-3,292.00
Walraven		-14,839.23	-14,839.23			-29,678.46
White Mill MT 2 c/o Alexander Company	-4,500.00					-4,500.00
TOTAL	1,952.41	-129,885.60	-14,839.23			-\$142,772.42

Industrial Development Authority of Danville

Balance Sheet
As of Jul 31, 2026

		Total
Assets		
Current Assets		
Bank Accounts		
First National Bank - Money Market		18,543.42
Loans (City Funded)		2,691,218.78
North Union Master Tenant LLC		7,166.18
North Union Properties, LLC		4,415.37
Regular Checking		226,843.28
Reserve Account		8,300,229.55
US Bank - 2025A Project Fund		13,914.83
US Bank - 2025B&C Project Fund		10,791,436.65
US Bank - 2025D Project Funds		62,212.70
USDA Checking		89,793.54
Total for Bank Accounts		\$22,205,774.30
Accounts Receivable		
Insurance Receivable		7,441.00
Real Estate Tax AR		-122,361.49
Rent Receivable		-33,510.33
Utilities Receivable		5,658.40
Total for Accounts Receivable		-\$142,772.42
Other Current Assets		
Accounts Receivable		195,455.00
Due from City/County		45,330,802.00
Lease Interest Rec. - GASB 87		28,721.94
ST Lease Rec. - GASB 87		833,210.90
Total for Other Current Assets		\$46,388,189.84
Total for Current Assets		\$68,451,191.72
Fixed Assets		\$103,004,697.80

Industrial Development Authority of Danville

Balance Sheet
As of Jul 31, 2026

	Total
Other Assets	
Allowance for Doubtful Accounts	-26,237.10
LT Lease Rec. - GASB 87	3,422,542.54
Notes Receivable	
Eng Biopharmaceut Inc.	150,000.00
LMG, LLC Hyatt Loan	750,000.00
Masonic Temple Note Receivable	1,650,000.00
Note Rec - Uncle Al's Diner LLC	21,290.06
River City Escapes Note Receiva	12,043.59
Southside Ice	14,193.51
Total for Notes Receivable	\$2,597,527.16
Total for Other Assets	\$5,993,832.60
Total for Assets	\$177,449,722.12
Liabilities and Equity	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable Other	28,762.52
Accrued Interest	97,463.17
Real Estate Purchase Down Payments	275,000.00
Retainage Payable	131,972.79
Security Deposits	101,255.78
Total for Other Current Liabilities	\$634,454.26
Total for Current Liabilities	\$634,454.26
Long-term Liabilities	
Bonds Payable	\$1,223,000.00
2025A Master Lease Bonds	2,357,802.00
2025B Master Lease Bonds	8,325,000.00
2025C Master Lease Bonds	10,175,000.00
2025D Master Lease Bonds	23,250,000.00
Total for Bonds Payable	\$45,330,802.00
Deferred Lease Rev - GASB 87	4,013,410.49
Deferred Revenue	61,359.29

Industrial Development Authority of Danville

Balance Sheet
As of Jul 31, 2026

	Total
Notes Payable	
AUB - 500 Stinson Drive	644,408.36
AUB - 512 Bridge Loan	1,127,292.71
AUB - Dan River Falls	20,685,783.30
AUB Loan - Locket Drive	775,339.14
FNB - Gaither Rd Parcels	443,517.14
FNB - 206/208 N Union Loan	575,120.33
FNB - 310-312 Main St	298,105.02
FNB - 527 Bridge Street Loan	1,165,161.66
Locus - Cyber Prk Shell Bldg	906,704.16
Locus Bank - 1 Ecomnets Way	1,231,848.13
Movement Bank - 816 Monument	429,470.97
VSBA - 500 Cane Creek	1,234,973.34
VSBA - Barker Road Loan	2,944,030.49
VSBA - MEP Loan	77,055.72
Total for Notes Payable	\$32,538,810.47
Revolving Loan Fund - USDA	99,000.00
Total for Long-term Liabilities	\$82,043,382.25
Total for Liabilities	\$82,677,836.51
Equity	
Contributed Capital	150,000.00
Opening Bal Equity	4,856,400.56
Retained Earnings	87,537,993.86
Net Income	2,227,491.19
Total for Equity	\$94,771,885.61
Total for Liabilities and Equity	\$177,449,722.12

Industrial Development Authority of Danville

Profit and Loss

July 2026

	Total
Income	
Grants	
Grants - City of Danville	2,946,435.03
Total for Grants	\$2,946,435.03
Parking Space Rental Income	5,766.50
Program Fees	148,500.00
Rental Income	262,351.28
Total for Income	\$3,363,052.81
Gross Profit	\$3,363,052.81
Expenses	
Bank Service Charges	153.00
Incentive Payments	878,917.41
Insurance	39,318.02
Interest Expense	160,176.11
Loan Fees	-98.00
Professional Fees	
Legal Fees	16,868.52
Total for Professional Fees	\$16,868.52
Rental Expense	46,303.57
Repairs	
Building Repairs	221.39
Total for Repairs	\$221.39
Telephone	766.47
Utilities	20,954.19
Total for Expenses	\$1,163,580.68
Net Operating Income	\$2,199,472.13
Other Income	
Interest Income	28,019.06
Total for Other Income	\$28,019.06
Net Other Income	\$28,019.06
Net Income	\$2,227,491.19



Industrial Development Authority

STAFF REPORT

DATE: August 11, 2026
TO: Industrial Development Authority
FROM: Samantha Bagbey, Project Manager
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a lease agreement with the City of Danville, Virginia for the property identified as 527 Bridge Street Danville, VA 24541, Suite 201, 221, and 310, and bearing Tax ID #26821.

Summary

Staff requests IDA approval of a renewed lease agreement between the Industrial Development Authority of Danville, Virginia and the City of Danville for office space located at 527 Bridge Street, Suites 201, 221, and 310. The lease would provide approximately 14,000 square feet for use by the City's Information Technology Department.

Background

The proposed lease agreement would allow the City of Danville Information Technology Department to continue to occupy approximately 14,000 square feet within 527 Bridge Street. The leased premises consist of Suite 201 (approximately 3,000 square feet), Suite 221 (approximately 2,640 square feet), and Suite 310 (approximately 8,360 square feet).

The lease term would commence on September 1, 2026, and continue for thirty-six (36) months. Monthly rent would be \$16,730, consisting of \$14,000 in base rent and \$2,730 in common area maintenance charges.

Under the lease, the premises will be used for government Information Technology operations. The tenant will be responsible for interior improvements, janitorial services, trash removal, routine inspections, and maintenance of tenant-specific equipment and systems. The IDA will remain responsible for routine maintenance and repairs to major building components, including the roof, exterior walls, foundation, gutters, downspouts, and drainage systems.

Recommendation

Staff recommends that the IDA approve the lease agreement between the Industrial

Development Authority of Danville, Virginia and the City of Danville for Suites 201, 221, and 310 at 527 Bridge Street.

ATTACHMENTS

1. Res -2896 IT Lease 527 Bridge St Stes 201,221,310
2. Attachment A - Maintenance Check Sheet - Suite 221 (2)
3. Attachment A - Maintenance Check Sheet - Suite 201 and 310
4. IT Lease - 527 Bridge St 201, 221, 310 - 2026 (1)

PRESENTED: AUGUST 11, 2026
ADOPTED: AUGUST 11, 2026

RESOLUTION NO. 2026-____ . ____

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 THE CITY OF DANVILLE, VIRGINIA FOR THE PROPERTY IDENTIFIED AS 527 BRIDGE STREET, DANVILLE, VIRGINIA, SUITES 201, 221, AND 310, AND BEARING TAX PARCEL ID #26821.

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 the City of Danville, Virginia, substantially in the form attached hereto and made a part hereof, as if fully set out herein; 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

MAINTENANCE CHECKLIST

PROPERTY ADDRESS: _____

Building Upkeep	Tenant	Landlord
HVAC	☐	☐
Roof	☐	☐
Elevator	☐	☐
Plumbing <i>(Routine upkeep, i.e. clogs, loose handles/fixtures)</i>	☐	☐
Facade* <i>(if in the River District, must be approved prior by RDDC)</i>		
-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: _____

MAINTENANCE CHECKLIST

PROPERTY ADDRESS: _____

Building Upkeep	Tenant	Landlord
HVAC	☐	☐
Roof	☐	☐
Elevator	☐	☐
Plumbing <i>(Routine upkeep, i.e. clogs, loose handles/fixtures)</i>	☐	☐
Facade* <i>(if in the River District, must be approved prior by RDDC)</i>		
-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: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into and effective as of this 11th day of AUGUST, 2026, between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Landlord"), and **THE CITY OF DANVILLE, VIRGINIA ("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" shall mean all of the building or other structure located on, or hereafter placed upon, **527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 201, 221, AND 310 and bearing tax Parcel ID number #26821.**

"Commencement date" shall mean **SEPTEMBER 1, 2026.**

"Premises" shall mean **the second floor of the building including suite 201 (approximately 3,000sqft) and suite 221 (approximately 2,640sqft) and third floor of the building including suite 310 (approximately 8,360sqft) for a total square footage of 14,000sqft known as 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 221 and bearing tax Parcel ID number #26821.**

"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 **THE CITY OF DANVILLE, VIRGINIA – Information Technology (IT) Department**

C. The Landlord desires to lease the Premises to the Tenants and the Tenants desires to lease the Premises from the Landlord for the primary purpose of

operating **government IT needs.**

3. Lease of Premises:

Landlord hereby leases to Tenants, and Tenants 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.

5. Rent:

- A. Tenant shall pay as rent to Landlord during the term **SIXTEEN THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$16,730.00)** per month for the lease beginning on **SEPTEMBER 1, 2026**. 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 **420 Memorial Dr, Danville, Virginia, 24541, Suite 200 – 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. Rent for the space has been calculated at the following rates per month:
- a. Base Rent: \$14,000/month
 - b. Common Area Maintenance Fees - $\$2.34 \times 14,000\text{sqft} = \$32,760$ per year / 12 months = \$2,730/month

6. Maintenance, Improvement and Repairs:

- A. Tenants 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 government IT offices. 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 (approximately **14,000SQFT**) **known as 527 BRIDGE STREET, DANVILLE, VA 24541 SUITES 201, 221, AND 310 and bearing tax Parcel ID number #26821.**
- C. Tenant will receive separate invoice(s) for respective property tax from The City

of Danville Finance Department.

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 of 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 leased premises.

12. Signs.

Tenants shall have the right to place on the Premises for 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:
City of Danville, Virginia
C/O City Manager's Office
P.O. Box 3300
Danville, VA 24541

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

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
Title: Chairman

Tenant:

Name: **City of Danville, Virginia**

By

Name: **Kenneth F. Larking**

Title: **City Manager**



Industrial Development Authority

STAFF REPORT

DATE: August 11, 2026
TO: Industrial Development Authority
FROM: Brian Dunevant, Assistant Director of Public Works | City Engineer
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the consolidation of certain real property.

The Industrial Development Authority is in the process of assembling and preparing certain properties for future development. As part of this effort, six adjoining parcels must be consolidated into a single parcel to facilitate future development of the property.

The parcels proposed for consolidation are identified as Parcel Identification Numbers 21745, 21746, 22329, 22637, 20604, and 21584.

Parcel 20604 is currently owned by the Danville Redevelopment and Housing Authority. The conveyance of that parcel to the Industrial Development Authority is being authorized under a separate resolution and, upon completion of the transfer, the parcel will be included in the consolidation.

The attached resolution authorizes the preparation and recordation of a survey and consolidation plat combining the six parcels into a single parcel and authorizes the Chairman, or Vice-Chairman in the Chairman's absence, to execute the consolidation plat and any other documents necessary to complete the consolidation.

Staff recommends approval of the attached resolution authorizing the consolidation of Parcel Identification Numbers 21745, 21746, 22329, 22637, 20604, and 21584 into a single parcel to facilitate future development.

ATTACHMENTS

1. Res - 2898 Consolidating Parcels for Future Development
2. Map

PRESENTED: August 11, 2026

ADOPTED: August 11, 2026

RESOLUTION NO. 2026-____ . ____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AUTHORIZING THE CONSOLIDATION OF CERTAIN REAL PROPERTY FOR FUTURE DEVELOPMENT.

WHEREAS, the Industrial Development Authority of Danville, Virginia (“IDA”) is undertaking activities to facilitate future development between Lynn Street, Monument Street, and Shelton Street; and

WHEREAS, the consolidation of six (6) adjoining parcels into a single parcel is required to accommodate the proposed development; and

WHEREAS, the parcels to be consolidated are identified as Tax Parcel ID #21745, #21746, #22329, #22637, #20604, and #21584; and

WHEREAS, Tax Parcel ID #20604 is presently owned by the Danville Redevelopment and Housing Authority (“DRHA”) and is being conveyed to the IDA pursuant to separate action and approval by the DRHA and the IDA; and

WHEREAS, upon completion of the conveyance of Tax Parcel ID #20604, all the above-described parcels will be owned by the Industrial Development Authority and available for consolidation into a single parcel.

NOW, THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby authorizes the preparation and recordation of a survey and consolidation plat combining Tax Parcel IDs #21745, #21746, #22329, #22637, #20604, and #21584 into one parcel for purposes of future development; and

BE IT FINALLY RESOLVED, that the Chairman, or, in his absence, any member is hereby authorized to execute the consolidation plat and any plats, deeds, easements, certificates, affidavits, or other documents necessary to complete the consolidation of the above-described parcels.

Approved:

Chairman

Attest:

Secretary

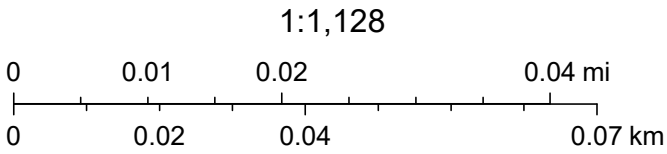
Approved as to
Form and Legal Sufficiency:

City Attorney

Consolidation



7/28/2026, 9:53:54 AM



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri, Danville GIS



Industrial Development Authority

STAFF REPORT

DATE: August 11, 2026
TO: Industrial Development Authority
FROM: Brian Dunevant, Assistant Director of Public Works | City Engineer
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the acceptance of certain real property from the Danville Redevelopment and Housing Authority.

The Danville Redevelopment and Housing Authority (DRHA) has agreed to convey Parcel Identification #20604, located on Monument Street, and Parcel Identification #26312, located on Cabell Street, to the Industrial Development Authority (IDA) by deed of conveyance.

Acceptance of these properties by the IDA will facilitate future redevelopment opportunities. The attached resolution authorizes the IDA to accept the conveyance of Parcel Identification Numbers 20604 and 26312 from the DRHA and authorizes the Chairman, or the Vice-Chairman in the Chairman's absence, to execute the deed accepting the properties and any other documents necessary to complete the transfer.

Staff recommends approval of the attached resolution authorizing the acceptance of Parcel Identification Numbers 20604 and 26312 from the Danville Redevelopment and Housing Authority.

ATTACHMENTS

1. Res - 2899 DRHA Properties to IDA
2. MAP DRHA TO IDA
3. Deed of Gift DRHA to IDA

PRESENTED: August 11, 2026

ADOPTED: August 11, 2026

RESOLUTION NO. 2026- ____ . ____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING A DEED ACCEPTING PROPERTY IDENTIFIED AS PARCEL ID #20604 LOCATED ON MONUMENT STREET, DANVILLE, VIRGINIA, AND PARCEL ID #26312 LOCATED ON CABELL STREET, DANVILLE, VIRGINIA, FROM THE DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of the City of Danville, Virginia that it hereby approves the acceptance of Parcel ID #20604 on Monument Street, Danville, Virginia, and Parcel ID #26312 on Cabell Street, Danville, Virginia, from the Danville Redevelopment and Housing Authority, by Deed of Conveyance; 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 the Deed, showing acceptance, and any other documents necessary to complete the transfer described in this resolution.

Approved:

Chairman

Attest:

Secretary

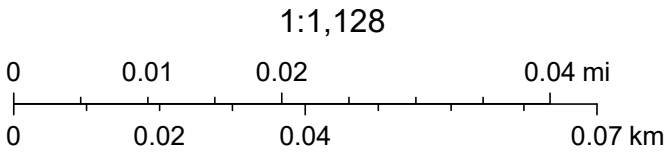
Approved as to
Form and Legal Sufficiency:

City Attorney

DRHA TO IDA



7/28/2026, 1:01:12 PM



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri, Danville GIS

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(D).*

Tax Map/Parcel ID #s 20604; 26312
Mail to: IDA, P.O. Box 3300, Danville, VA 24543
Title Insurance: None
Consideration: None

THIS **DEED OF GIFT** made and entered into this ____ day of _____, 2026, by and between the **DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, GRANTOR**, and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, GRANTEE**.

W I T N E S S E T H:

AS A GIFT, and not for consideration, the Grantor does hereby give and grant, with general warranty and English covenants of title, unto the Grantee, in trust for the City of Danville, in fee simple absolute, all those certain lots or parcels of land, together with improvements thereon and appurtenances thereto belonging, situate in the City of Danville, Virginia, and more particularly described as follows:

See attached "Schedule A" for legal descriptions.

This conveyance is made subject to all easements, rights of way, or restrictive covenants now of record or affecting said property.

This conveyance having been authorized by the Industrial Development of Danville, Virginia by Resolution No. _____, adopted on _____, 2026, pursuant to public hearings held in accordance with Va. Code § 15.2-1800.

WITNESS the following signatures and seals:

**DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY, a
political subdivision of the Commonwealth of Virginia, Grantor**

BY: _____
DONALD PAREDEZ
CEO/Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this the ____ day of
_____, 2026, by **Donald Paredez**, acting in his capacity as
CEO/Executive Director of the Danville Redevelopment and Housing Authority.

BY: _____
NOTARY PUBLIC

My commission expires: _____

Notary registration number: _____

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

BY: _____
T. NEAL MORRIS
Chairman

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this the _____ day of _____, 2026, 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: _____

Schedule "A"

PARCEL NO. 1

TAX PIN # 20604 MONUMENT STREET, DANVILLE, VIRGINIA

FRONTING 100.03 feet on the northeastern margin of Monument Street and running back therefrom between parallel lines 149.09 feet on the north and 149.85 feet on the south to a rear line of 100 feet; being Part of Lots Nos. 38, 39, 40, as shown on two Plats of Survey for City of Danville Housing and Development, dated January 11, 2012, and August 21, 2012, made by Patrick T. Crane, C.L.S., recorded in the aforesaid Clerk's Office as part of Instrument #s 12-384 and 12-2838, respectively.

BEING IN FACT, the same property conveyed to the Danville Redevelopment and Housing Authority from Penny M. Harris, by deed dated August 22, 2012 and recorded in the aforesaid Clerk's Office as Instrument #12-2838; being also, the same property conveyed to the Danville Redevelopment and Housing Authority from Vivian B. Davis, *et al.*, by deed dated January 17, 2012 and recorded in the aforesaid Clerk's Office as Instrument #12-384.

PARCEL NO. 2

TAX PIN # 26312 CABELL STREET, DANVILLE, VIRGINIA

FRONTING 140 feet, more or less, on the northwestern margin of Cabell Street and fronting 100 feet, more or less, on the northeastern margin of Monument Street; being Lots Nos. 22A, 24A, and Part of Lots Nos. 22, 23, and 24, as shown on a Plat of Survey for City of Danville Housing and Development, dated January 10, 2012, made by Patrick T. Crane, C.L.S., recorded in the aforesaid Clerk's Office as part of Instrument #12-1054.

BEING IN FACT, the same property conveyed to the Danville Redevelopment and Housing Authority from Robin H. Wilson and Karseem Wilson, by deed dated March 21, 2018 (erroneously dated March 21, 2017) and recorded in the aforesaid Clerk's Office as Instrument #18-1181; being also, the same property conveyed to the Danville Redevelopment and Housing Authority from Ruben Jeffries, by deed dated March 14, 2012 and recorded in the aforesaid Clerk's Office as Instrument #12-1054; being also, the same property conveyed to the Danville Redevelopment and Housing Authority from Ben L. Logan, by deed dated June 1, 2012 and recorded in the aforesaid Clerk's Office as Instrument #12-2016, corrected at Instrument #12-2072..



Industrial Development Authority

STAFF REPORT

DATE: August 11, 2026
TO: Industrial Development Authority
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the acceptance of a deed for properties identified as Tax Parcel ID #24586 and #24587 located at 230 South Ridge Street, from the City of Danville, Virginia.

Summary

The City of Danville seeks to convey the commercial property at 230 S. Ridge Street to the Industrial Development Authority for economic development purposes.

Background

The City of Danville currently owns Parcel#24586 and Parcel #24587, a commercial property located at 230 S. Ridge Street within the downtown area.

The structure, originally constructed in 1956, consists of approximately 72,836 square feet and was originally used as a major department store. More recently, the building has been occupied by Danville Public Schools for its Magnet School program, Galileo. As part of the City's ongoing economic development strategy, the proposed transfer of this property to the Industrial Development Authority (IDA) will position the site for redevelopment. Conveyance to the IDA will enable targeted marketing of the property to private developers seeking investment opportunities within the downtown district, supporting continued revitalization and economic growth in the area.

Recommendation

Staff recommend the IDA accept the conveyance of Parcels #24586 and #24587 from the City to IDA ownership.

ATTACHMENTS

1. Res - 2901 Accepting Deed for Galileo 230 S Ridge St
2. Deed of Gift City to IDA (Galileo)

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A DEED OF CONVEYANCE ACCEPTING PROPERTY IDENTIFIED AS PARCEL ID# 24586 AND #24587 LOCATED AT 230 SOUTH RIDGE STREET FROM THE CITY OF DANVILLE.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of the City of Danville, Virginia that it hereby approves and authorizes the acceptance of a deed of conveyance for Parcel ID #24586 and #24587 on South Ridge Street from the City of Danville, Virginia; and

BE IT FINALLY RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman or, in his absence, any member to execute the Deed, showing acceptance, and any other documents necessary to complete the transfer described in this resolution.

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 #s 24586; 24587
Mail to: IDA, P.O. Box 3300, Danville, VA 24543
Consideration: None
Assessed Value: \$2,702,000.00
Title Insurance: None

THIS **DEED OF GIFT** made this the _____ day of _____, 2026,
by and between the **CITY OF DANVILLE, VIRGINIA, a municipal corporation of the
Commonwealth of Virginia, GRANTOR**, and the **INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the
Commonwealth of Virginia, GRANTEE**,

W I T N E S S E T H:

AS A GIFT, and not for consideration, the Grantor does hereby give and grant, with
general warranty and English covenants of title, unto the Grantee, in fee simple absolute,
all that certain lot or parcel of land, together with improvements thereon and appurtenances
thereto belonging, situate in the City of Danville, Virginia, and more particularly described
as follows:

See Attached Schedule "A"

This conveyance having been authorized by the City Council of the City of
Danville, Virginia by Resolution No. 2026-07.03, adopted on July 7, 2026, and by the
Industrial Development of Danville, Virginia by Resolution No. 2026-_____, adopted
on _____, pursuant to public hearings held in accordance with Va.
Code § 15.2-1800.

WITNESS the following signatures and seals:

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

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 _____, 2026, 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:

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

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 _____, 2026, 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: _____

SCHEDULE "A"

PARCEL #1

TAX PIN #24586 – 230 SOUTH RIDGE STREET, DANVILLE, VIRGINIA

FRONTING 386.51 feet on the southwestern margin of South Ridge Street, consisting of approximately 3.881 acres; being Parcel No. 1 as shown on an ALTA/ACSM Land Title Survey For City of Danville, dated December 3, 1996, made by Dewberry & Davis, Architects Engineers Planners Surveyors, recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia, as Instrument #97-842.

BEING IN FACT, Parcel No. 1 conveyed to the City of Danville, Virginia from Sears, Roebuck and Co. by deed dated February 25, 1997 and recorded in the aforesaid Clerk's Office as part of Instrument #97-841.

PARCEL #2

TAX PIN #24587 – SOUTH RIDGE STREET, DANVILLE, VIRGINIA

FRONTING 25.63 feet on South Ridge Street and running back therefrom 77.97 feet on the north and 78.37 feet on the south to a rear line of 27.21, consisting of 0.047 acres; being Parcel No. 1A as shown on an ALTA/ACSM Land Title Survey For City of Danville, dated December 3, 1996, made by Dewberry & Davis, Architects Engineers Planners Surveyors, recorded in the aforesaid Clerk's Office of the Circuit Court of the City of Danville, Virginia, as Instrument #97-842.

BEING IN FACT, Parcel No. 2 conveyed to the City of Danville, Virginia from Sears, Roebuck and Co. by deed dated February 25, 1997 and recorded in the aforesaid Clerk's Office as part of Instrument #97-841.

These conveyances are made subject to all easements, rights of way, or restrictive covenants now of record or affecting said property.



Industrial Development Authority

STAFF REPORT

DATE: August 11, 2026
TO: Industrial Development Authority
FROM:
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a Right of First Refusal Waiver, Consent, and Project Acknowledgment by and among Caesars Virginia LLC, Bubba's Properties LLC, and the Industrial Development Authority of Danville, Virginia.

The First Amended and Restated Casino Resort Development Agreement dated May 17, 2024 between Caesars Virginia LLC and the Industrial Development Authority of Danville, Virginia gives certain rights to Caesars with respect to Parcel 51588 on West Main Street, Danville, Virginia. Bubba's Properties LLC has expressed interest through a Letter of Intent signed July 29, 2026 regarding the proposed lease, purchase, and development of a portion of Parcel 51588 in order to open a soft serve ice cream shop.

This resolution will approve and authorize the attached Right of First Refusal Waiver, Consent, and Project Acknowledgment between Caesars, Bubba's and the IDA.

ATTACHMENTS

1. Res - 2916 for Caesars Virginia LLC Waive FROR W Main St Parcel 51588
2. ROFR IDA, Bubba's and Caesars

PRESENTED: August 11, 2026

ADOPTED: August 11, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A RIGHT OF FIRST REFUSAL WAIVER, CONSENT, AND PROJECT ACKNOWLEDGMENT BY AND AMONG CAESARS VIRGINIA LLC, BUBBA'S PROPERTIES LLC, AND THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA.

WHEREAS, Caesars Virginia LLC (Caesars) and the Industrial Development Authority of Danville, Virginia (the IDA) are parties to that certain First Amended and Restated Casino Resort Development Agreement dated as of May 17, 2024, pursuant to which Caesars holds certain rights with respect to property identified as Parcel 51588 on West Main Street in Danville, Virginia; and

WHEREAS, the IDA and Bubba's Properties LLC (Bubba's) have entered into that certain Letter of Intent dated July 29, 2026, regarding the proposed lease, purchase, and development by Bubba's of a portion of the property referred to as Parcel 51588, located on West Main Street, in Danville, Virginia (the Property); and

WHEREAS, Bubba's desires to develop the Property as a soft serve ice cream shop and related commercial improvements complementary to the existing Caesars resort and beneficial to the City of Danville; and

WHEREAS, Caesars is willing, subject to the terms of the Agreement attached hereto, to waive and forgo exercise of any right of first refusal it may hold with respect to the transaction contemplated by the LOI between the IDA and Bubba's.

NOW, THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia, that it hereby approves and authorizes the Right of First Refusal Waiver, Consent, and Project Acknowledgment Agreement, substantially in the form attached hereto; and

BE IT FINALLY RESOLVED that the Chairman or, in his absence, any Officer is authorized to execute any and all documents necessary to complete the transaction described in this Resolution.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

RIGHT OF FIRST REFUSAL WAIVER, CONSENT, AND PROJECT ACKNOWLEDGMENT

This Right of First Refusal Waiver, Consent, and Project Acknowledgment Agreement is made as of July 29, 2026, by and among **Caesars Virginia, LLC**, a Delaware limited liability company authorized to do business in the Commonwealth of Virginia ("Caesars"), the **Industrial Development Authority of Danville, Virginia**, a political subdivision of the Commonwealth of Virginia ("IDA"), and **Bubba's Properties, LLC**, or its permitted assignee or designee approved by the IDA ("Bubba's").

RECITALS

WHEREAS, Caesars and the IDA are parties to that certain First Amended and Restated Casino Resort Development Agreement dated as of May 17, 2024 (the "Development Agreement"), pursuant to which Caesars holds certain rights with respect to property identified as Parcel 51588 in the City of Danville, Virginia (the "Parcel"); and

WHEREAS, the IDA and Bubba's have entered into that certain Letter of Intent dated May 8, 2026, regarding the proposed purchase and development by Bubba's of the portion of the Parcel that is located to the west of the existing rail spur that bisects the Parcel and which shall be the subject of a subdivision by the IDA prior to any conveyance (the "Property"); and

WHEREAS, Caesars has requested that the proposed use and development concept for the Property be described for Caesars' review in connection with any waiver or consent relating to Caesars' right of first refusal; and

WHEREAS, Bubba's desires to develop the Property as a soft serve ice cream shop with related commercial improvements complementary to the existing Caesars resort and beneficial to the City of Danville (the "Project"); and

WHEREAS, Caesars is willing, subject to the terms of this Agreement, to waive and forgo exercise of any right of first refusal it may hold with respect to the transaction contemplated by the LOI between the IDA and Bubba's.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. The subject property is Parcel 51588, located on West Main Street in the City of Danville, Virginia, together with any related access, easement, or ancillary rights being negotiated between the IDA and Bubba's under the LOI.

2. Acknowledgment of Proposed Transaction. The IDA and Bubba's hereby notify Caesars that the IDA is negotiating exclusively with Bubba's pursuant to the LOI for the purchase and development of the Property.

3. Description of Proposed Use. Bubba's proposes to develop the Property as a soft serve ice cream shop, together with related supporting improvements, which may include, as finally approved by the IDA and applicable governmental authorities:

- a. a soft serve ice cream and dessert retail establishment, which also provides a limited offering of non-dessert items, namely hot dogs, barbecue sandwiches, chips, and non-alcoholic beverages;
- b. related surface parking, internal drives, access improvements, utility improvements, landscaping, signage, and stormwater facilities;
- c. ancillary commercial uses that are supportive of and complementary to the Shop; and
- d. such other uses, features, and site improvements as may be reasonably necessary or desirable in connection with the foregoing.

Bubba's further acknowledges that the final scope, square footage, and overall development program of the Project remain subject to due diligence, financing, permitting, market conditions, and all applicable governmental approvals.

Bubba's also agrees that such Project shall not include (1) any use of the Property enumerated as a "Prohibited Use" in the West Main Street Corridor Overlay ordinance adopted by the Council of the City of Danville, Virginia, on June 6, 2023, more specifically identified as Ordinance No. 2023-06.04 (the "Ordinance"), as such Ordinance has been amended from time to time, or (2) any use of the Property that constitutes, or is otherwise promoted to the public as, gaming or gambling, including, but not limited to, the offering of any "skill game" as defined in the Ordinance, irrespective of any action taken by the Commonwealth of Virginia that would authorize such activity to occur on the Property. In the event of a breach or a threatened breach of this paragraph by Bubba's or its permitted successors or assigns, Caesars shall be entitled to an injunction without bond, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all of the remedies available at law or in equity, including the right to recover any and all damages, including reasonable attorneys' fees and costs, that may be sustained as a result of either the breach or the threatened breach of this paragraph.

4. Project Intent. The parties acknowledge that the Project is intended to complement the existing Caesars resort and casino operations in Danville by serving casino visitors and hotel guests in a food service capacity in proximity to the casino and surrounding River District area.

5. Development Timeline. Bubba's currently anticipates the following general timeline, subject to change based on due diligence, financing, entitlements, design, and market conditions:

- a. *Due diligence and predevelopment period:* Commencing upon execution of the LOI and continuing through the LOI term of November 4, 2026, and any mutually agreed extension period;
- b. *Definitive agreement with IDA:* On or before the expiration of the LOI, as may be extended by written agreement of the parties thereto;
- c. *Entitlements, design, and financing:* Following execution of a definitive agreement and continuing thereafter as reasonably necessary, expected by Q1 2027;

- d. *Construction commencement*: Following completion of due diligence, closing or lease execution, financing, and receipt of required approvals and permits, expected by Q2 2027; and
- e. *Opening*: Upon substantial completion of construction and completion of all applicable commissioning, licensing, and operational startup requirements, expected by the end of Q1 2028.

6. Waiver of Right of First Refusal. Subject to the terms of this Agreement, Caesars hereby waives, relinquishes, and agrees not to exercise any right of first refusal, preferential purchase right, approval right, blocking right, or similar right it may have under the Development Agreement, or otherwise, solely with respect to:

- a. the LOI between the IDA and Bubba's dated May 8, 2026;
- b. the negotiation and execution of a definitive purchase agreement, development agreement, or similar agreement between the IDA and Bubba's for the Property; and
- c. the consummation of the transaction contemplated thereby, so long as the transaction is substantially consistent with the proposed use described in Section 3 of this Agreement.

7. Agreement Not to Interfere. Caesars agrees that, so long as the LOI remains in effect, and thereafter if a definitive agreement is executed between the IDA and Bubba's, Caesars shall not directly or indirectly:

- a. elect to purchase the Property in lieu of Bubba's;
- b. object to the development of the Property through any permitting or entitlement process through its rights as an abutting real property owner
- c. object to, block, delay, or interfere with the IDA's negotiation or consummation of the contemplated transaction with Bubba's on the basis of any right of first refusal or similar right; or
- d. assert that the IDA must first offer the Property to Caesars before proceeding with Bubba's under the transaction contemplated hereby.

8. Scope of Waiver. This waiver is limited to the specific transaction between the IDA and Bubba's for the development of the Property as described in this Agreement. If the contemplated transaction is materially changed such that the principal use of the Property is no longer a soft serve ice cream and dessert retail establishment or related complementary commercial development, this waiver shall be void.

9. No Obligation to Fund or Approve Other Matters. Nothing in this Agreement shall obligate Caesars to:

- a. fund any portion of the Project;
- b. guarantee any financing;
- c. approve final plans, specifications, branding, operator selection, or design details except solely to the extent specifically provided in this Agreement; or
- d. enter into any reciprocal easement agreement, shared parking agreement, access agreement, marketing agreement, or other ancillary agreement, unless separately negotiated and executed.

10. No Partnership or Joint Venture. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, fiduciary relationship, or agency relationship among Caesars, the IDA, the City and Bubba's.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; provided, however, that Bubba's may assign this Agreement to an affiliate, special purpose entity, development entity, borrower, lessee, purchaser, or other approved designee in connection with the contemplated transaction, without Caesars' further consent, so long as such assignee is controlled by, under common control with, or designated by Bubba's and approved by the IDA to take title to, lease, or develop the Property. The parties further agree that a copy of this Agreement shall be recorded among the land records in the Clerk's Office for the Circuit Court of the City of Danville, Virginia.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and if legal action by any 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. Each Party shall be responsible for its own attorney's fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter hereof and supersedes all prior discussions and understandings relating solely to such subject matter.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed effective as originals.

15. Authority. Each party represents that the undersigned has full power and authority to execute this Agreement on behalf of such party and to bind such party to its terms.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal Waiver, Consent, and Project Acknowledgment Agreement as of the date first written above.

CAESARS VIRGINIA, LLC

By: _____

Name: Christopher J. Albrecht

Title: Senior Vice President and General Manager

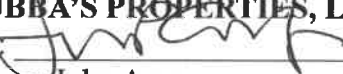
INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA

By: _____

Name: T. Neal Morris

Title: Chairman

BUBBA'S PROPERTIES, LLC

By:  _____

Name: John Arnone

Title: Manager

COMMONWEALTH OF VIRGINIA
CITY of DANVILLE, to wit:

On the ____ day of _____, 2026, Christopher J. Albrecht, Senior Vice President and General Manager of Caesars Virginia, LLC, appeared before me and executed this document and acknowledged the same to me. Sworn today by _____, Notary Public for the Commonwealth of Virginia, Reg. # _____. My commission expires _____.

Notary Public

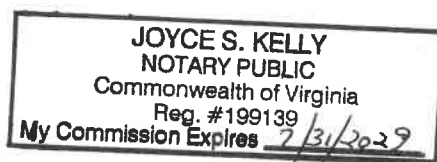
COMMONWEALTH OF VIRGINIA
CITY of DANVILLE, to wit:

On the ____ day of _____, 2026, T. Neal Morris, Chairman of the Industrial Development Authority of Danville, Virginia, appeared before me and executed this document and acknowledged the same to me. Sworn today by _____, Notary Public for the Commonwealth of Virginia, Reg. # _____. My commission expires _____.

Notary Public

COMMONWEALTH OF VIRGINIA
CITY of DANVILLE, to wit:

On the 27th day of July, 2026, John Arnone, Manager of Bubba's Properties, LLC, appeared before me and executed this document and acknowledged the same to me. Sworn today by John Arnone, Notary Public for the Commonwealth of Virginia, Reg. # 199139. My commission expires July 31, 2029.



Joyce S. Kelly
Notary Public