

Danville-Pittsylvania Regional Industrial Facility Authority

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

SPECIAL MEETING AGENDA

October 24, 2019

8:00 A.M.

**Danville Regional Airport
Eastern Conference Room
424 Airport Drive, Danville, Virginia**

County of Pittsylvania Members

**Robert W. Warren, Vice Chairman
Ronald S. Scarce
Elton W. Blackstock, Alternate**

City of Danville Members

**Fred O. Shanks, III, Chairman
Sherman M. Saunders
J. Lee Vogler, Jr., Alternate**

Staff

**Kenneth F. Larking, City Manager, Danville
David M. Smitherman, Pittsylvania County Administrator
Telly D. Tucker, Director of Economic Development, City of Danville
Matthew D. Rowe, Director of Economic Development, Pittsylvania County
Christian & Barton, LLP, Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer**

Danville-Pittsylvania Regional Industrial Facility Authority

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT PERIOD

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

4. NEW BUSINESS

- A. Consideration of Resolution 2019-10-24-4A, approving that certain contract of sale with Alma S. Weatherford, as seller, for the purchase of certain real property with Buford Road running through it, containing approximately 75.98 acres (Tax GPIN 1376-49-9139), located in Pittsylvania County, Virginia, commonly known as 604 Buford Road, in support of the Authority's Southern Virginia Megasite at Berry Hill, at a purchase price of \$360,000, the funding of which shall derive from TIC grant #2264 from the Virginia Tobacco Region Revitalization Commission and a grant from the Virginia Economic Development Partnership – Matthew D. Rowe, Director of Economic Development, Pittsylvania County.

5. CLOSED SESSION

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

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning a prospective business or industry where no previous announcement has been made of that business or industry's interest in locating its facilities in one of the Authority's projects, located in Pittsylvania County;
- B. As permitted by Virginia Code §2.2-3711(A)(40) for discussion or consideration of records excluded under Virginia Code §2.2-3705.6(3) (including without limitation those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development); and
- C. As permitted by Virginia Code §2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property located in Pittsylvania County, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority.

RETURN TO OPEN SESSION

- D. Confirmation of Motion and Vote to Reconvene in Open Meeting.

Danville-Pittsylvania Regional Industrial Facility Authority

E. Motion to Certify Closed Meeting.

6. OPEN SESSION – NEW BUSINESS

- A. Consideration of Resolution No. 2019-10-24-6A, authorizing the negotiation, execution and delivery of a local performance agreement with the same industry recruit for whom an announcement will be made by the Governor's office of the Commonwealth of Virginia on or about October 25, 2019, under which the Authority would provide at a minimum an industrial enhancement grant and adjacent land of the Authority located in Pittsylvania County, Virginia, for the establishment of a manufacturing facility, in exchange for certain minimum performance parameters as those required by the Governor's office and/or the Tobacco Region Revitalization Commission – Steven W. Lippman, Christian & Barton, LLP, Legal Counsel to Authority and Mr. Rowe. *[Written resolution to be provided at meeting]*

7. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4A
Meeting Date:	10/24/2019
Subject:	Resolution No. 2019-10-24-4A
From:	Matthew D. Rowe, Director of Economic Development Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2019-10-24-4A approving a contract of sale with Alma S. Weatherford.

ATTACHMENTS

Resolution 2019-10-24-4A
Exhibit A

Resolution No. 2019-10-24-4A Special

A RESOLUTION APPROVING THAT CERTAIN CONTRACT OF SALE WITH ALMA S. WEATHERFORD, AS SELLER, FOR THE PURCHASE OF CERTAIN REAL PROPERTY WITH BUFORD ROAD RUNNING THROUGH IT, CONTAINING APPROXIMATELY 75.98 ACRES (TAX GPIN 1376-49-9139), LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, COMMONLY KNOWN AS 604 BUFORD ROAD, IN SUPPORT OF THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, AT A PURCHASE PRICE OF \$360,000, THE FUNDING OF WHICH SHALL DERIVE FROM TIC GRANT #2264 FROM THE VIRGINIA TOBACCO REGION REVITALIZATION COMMISSION AND A GRANT FROM THE VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP

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

WHEREAS, pursuant to paragraph 3 of Article VIII ("**Meetings**") of the Authority's Amended and Restated Bylaws, the Authority held its special meeting duly called by the Chairman of the Authority, through the Authority's Secretary, at least three (3) business days before such meeting to discuss the subject matter of this Resolution; and

WHEREAS, the Authority has identified certain real property with Buford Road running through it, containing approximately 75.98 acres (Tax GPIN 1376-49-9139) located in Pittsylvania County, Virginia, commonly known as 604 Buford Road, for part of its continued development of the Authority's Southern Virginia Megasite at Berry Hill project (the "**SVM Project**"), located in Pittsylvania County, Virginia; and

WHEREAS, the Authority desires to purchase this property owned by Alma S. Weatherford ("**Weatherford**"), under the following minimum business terms:

- (i) the purchase price of \$360,000.00, based on the tax assessment per acre;
- (ii) the Authority would be responsible for the costs associated with preparation and recordation of the deed;
- (iii) Weatherford would be responsible for all other closing costs associated with the transaction that are customary in Virginia of a seller; and
- (iv) a minimum study period of 60 days in which the Authority may conduct due diligence investigations to determine the feasibility of this property for the further development of the SVM Project;

and

Resolution No. 2019-10-24-4A Special

WHEREAS, the Authority has reviewed and desires to enter into that certain Contract of Sale (the “**Contract of Sale**”) with Weatherford as seller, for the acquisition of the property, in substantially the form shown on **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that the funding for the purchase under the Contract of Sale is available within a line item previously approved by the Authority as "**Mega Park – Funding Other Than Bond Funds**", funded in part by Tobacco Commission Grant No. 2264 and a grant from the Virginia Economic Development Partnership; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, and the development of the SVM Project for the Authority to execute and to deliver the Contract of Sale.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Contract of Sale as set forth in **Exhibit A** and as reviewed at this meeting, together with such amendments, deletions or additions thereto as may be approved by the Chairman or Vice Chairman of the Authority, either of whom may act independently of the other, and hereby authorizes the Chairman or Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver the Contract of Sale on behalf of the Authority, such execution of the Contract of Sale by the Chairman and/or Vice Chairman, as the case may be, to conclusively establish his approval of any amendments, deletions or additions thereto.

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Contract of Sale, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Contract of Sale and the matters contemplated therein.

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

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Resolution No. 2019-10-24-4A Special

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a special meeting duly called and held on October 24, 2019, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 24th day of October 2019.

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

(SEAL)

Resolution No. 2019-10-24-4A Special

Exhibit A
(The Contract of Sale)

THIS CONTRACT OF SALE (this “**Contract**”) is made as of _____, 2019, by and between ALMA S. WEATHERFORD (“**Seller**”); and **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“**Purchaser**”).

AGREEMENT:

In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I **The Property**

Section 1.1. Agreement to Sell and Purchase the Property. Subject to the terms and conditions of this Contract, Seller agrees to sell, assign and transfer, or cause to be sold, assigned and transferred, to Purchaser, and Purchaser agrees to purchase, acquire, and accept from Seller, (a) all that certain lot, piece or parcel of land situate in Pittsylvania County, Virginia, consisting of approximately 75.98 acres, being GPIN 1376-49-9139, with a GIS property description of ST RD 874 75.98 AC, together with all easements, rights-of-way and appurtenances thereunto belonging (the “**Land**”), (b) the buildings, structures, improvements and fixtures on the Land (the “**Improvements**”), and (c) all rights to use, for ingress and egress, any private road or right-of-way adjacent to or contiguous to the Land, if any, to the extent assignable. The Land, Improvements and any other rights appurtenant or related thereto, as described in this Section 1.1, are collectively referred to herein as the “**Property**”.

ARTICLE II **Purchase Price**

Section 2.1. Payment of Purchase Price. The purchase price of the Property is THREE HUNDRED SIXTY THOUSAND AND 00/100 Dollars (\$360,000.00) (the “**Purchase Price**”). The Purchase Price is subject to prorations and adjustments as set forth herein, payable by Purchaser to Christian & Barton, LLP, as escrow agent, or such other agent selected by Purchaser, at the closing of the transactions contemplated hereunder (the “**Closing**”). The Purchase Price shall be payable in cash, by certified check, or by federal wire transfer, or other immediately available funds at Closing.

ARTICLE III **Review Period**

Section 3.1. Access to Property. Beginning on the Effective Date (as hereafter defined), and ending on a date that is sixty (60) days after the Effective Date (as hereafter defined), at 11:59 P.M. (the “**Review Period**”), unless this Contract is terminated prior to the end of the Review Period, at all times reasonably approved by Seller during the Review Period, with Purchaser having notified Seller at least twenty-four (24) hours prior thereto, Purchaser, its agents, employees, representatives and contractors, at Purchaser’s sole cost and expense, shall have the right, after the execution of this Contract, to enter upon the Property to perform such tests, inspections and examinations of the Property as Purchaser deems advisable (collectively, the “**Investigations**”), including all matters of survey, flood plain of the Property, the availability of utilities, zoning and building code and other applicable governmental regulation compliance in connection with the Property and the use thereof. Without limiting the foregoing, Purchaser shall have the right to conduct any environmental testing and inspection of the Property that Purchaser deems advisable during the Review Period, including without limitation any testing or

examination for the presence in, on, or under the Property of any Hazardous Materials (as hereafter defined) or any underground storage tanks or facilities, which tests and inspections shall be included within the definition of “**Investigations**”. For such purposes, Purchaser, its agents, employees, representatives and contractors, may enter upon the Property and do all things necessary in connection therewith, provided they do not materially damage the Property and provided the Property is restored to the substantially the same condition that existed prior to such Investigations.

“**Effective Date**” shall mean the date upon which the last of the parties hereto affixes their signature to this Contract.

“**Hazardous Materials**” shall mean and include, but shall not be limited to, any oil, petroleum product and any hazardous or toxic wastes or substances, any substances which because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation, asbestos (whether or not friable) and any asbestos containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenals (PCB’s), toxic metals, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation, and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any applicable federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations or laws.

In consideration of the grant of the Review Period, Purchaser shall pay to Seller a Deposit in the sum of Zero Dollars (\$0.00) (the “**Deposit**”). If Purchaser proceeds to Closing, the parties agree that the Deposit shall be applied to the Purchase Price at Closing.

Section 3.2. Right to Terminate During Review Period. If Purchaser is not satisfied in its sole discretion with the condition of the Property, Purchaser shall have the right, upon written notice to Seller given prior to the end of the Review Period, time being of the essence, to terminate this Contract, in which event both Seller and Purchaser shall thereafter be relieved from any and all liability under this Contract except as otherwise provided in this Contract; provided, however, that Seller shall retain the Deposit.

Section 3.3. Application of the Deposit. The Deposit shall be applied to the Purchase Price at Closing. Except for a termination by Purchaser prior to the expiration of the Review Period or a Noncompliance Termination (as hereafter defined), the parties agree that the Deposit shall be nonrefundable as consideration for the grant to Purchaser of the Review Period. If a termination by Purchaser prior to the expiration of the Review Period or a Noncompliance Termination occurs, Seller shall promptly return the Deposit to Purchaser upon such termination. Moreover, if a Noncompliance Termination occurs after the Review Period, Seller shall promptly return the Deposit to Purchaser upon such termination. “**Noncompliance Termination**” shall mean any termination by Purchaser which results from (a) any material breach of this Contract by Seller and all applicable cure periods have expired; (b) Seller’s inability to convey to Purchaser good, insurable and marketable title to the Property, subject only to the Permitted Exceptions (as hereafter defined); (c) Purchaser’s inability to obtain an owner’s title insurance policy at standard rates, subject to the Permitted Exceptions (as hereafter defined), after good faith efforts to obtain such a policy; or (d) the presence of any Hazardous Materials on or in the Property in violation of any applicable federal, state, or local laws or regulations, which violation(s) is not cured by Seller, at Seller’s option, within ninety (90) days after receipt by

Seller of written notice from Purchaser of the nature and location of such Hazardous Materials on or in the Property.

ARTICLE IV Conditions to the Parties' Obligations

Section 4.1. In General. If any one or more of the conditions to a party's obligations listed in this Article are not satisfied within the period of time specified, such party may (i) waive the condition and proceed to the Closing, subject to any other conditions which may be required to be satisfied thereafter, (ii) terminate this Contract by written notice to the other party, or (iii) if the condition relates to the failure of the other party to perform its obligations hereunder, pursue its legal rights and remedies available on account of such nonperformance. If a party terminates this Contract, neither party thereafter shall have any further liability hereunder except as otherwise provided in this Contract. Unless the parties otherwise agree in writing, the satisfaction or waiver of a condition to a party's obligations shall not affect the liability of the other party with respect to any of its representations or warranties relating to the same subject matter.

Section 4.2. Conditions to Purchaser's Obligations. Purchaser's obligation to proceed to Closing under this Contract is subject to the satisfaction of the following conditions on or before the Closing:

(a) Seller's Representations and Warranties. Except as otherwise stated in the representations and warranties, all of the representations and warranties of Seller set forth in this Contract shall be true and correct in all material respects as of the Closing.

(b) Closing Documents. All of the documents required under this Contract to be executed and/or delivered by Seller on or before Closing shall have been so executed and delivered.

(c) Performance by Seller. Seller shall have performed in all material respects all of its other obligations required to have been performed hereunder on or before the Closing.

(d) Title. Purchaser at its expense shall be able to obtain, from a title insurance company doing business in the Commonwealth of Virginia, a commitment for an owner's policy of title insurance for the property (the "**Title Commitment**"). The Title Commitment shall contain, as exceptions to title, only those exceptions (a) any utility easements located on the Property which do not materially adversely affect the use of the Property for Purchaser's Use, (b) any other exceptions that do not materially affect the use of, or marketability of title to, the Property as reasonably determined by Purchaser, and (c) any other exceptions agreed by the parties (collectively, the "**Permitted Exceptions**"). If Purchaser fails to object to any exception to title (other than the Permitted Exceptions) before the end of the Review Period, all exceptions shall be deemed to be satisfied. If Purchaser objects to any exception (other than the Permitted Exceptions), Seller shall be under no obligation to cause such exception to be removed. If, in such case, Seller is unable or unwilling to cause such exception to be removed, Purchaser may either terminate this Contract prior to the end of the Review Period, or accept the exception and proceed to Closing.

(e) Monetary Liens. Seller shall pay or otherwise discharge as a monetary lien against the Property all mortgages, deeds of trust and other consensual monetary liens against the Property, which can be satisfied by payment of a fixed amount prior to or at the Closing. In the event of such a payment at Closing, payment may be evidenced by a payment from the sale proceeds shown on the settlement statement signed by the parties on or before Closing.

Section 4.3. Conditions to Seller's Obligations. Seller's obligation to proceed to Closing under this Contract is subject to the satisfaction of the following conditions on or before the Closing:

(a) Closing Obligation. Purchaser shall have delivered the Purchase Price at Closing in accordance with this Contract.

(b) Performance by Purchaser. Purchaser shall have performed in all material respects all of its obligations required to have been performed hereunder on or before the Closing.

ARTICLE V Representations and Warranties

Section 5.1. Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

(a) Seller is the sole fee simple owner of the Property, and Seller has good, marketable and insurable title in the Property, free and clear of all liens and encumbrances except Permitted Exceptions. No other party has any right, title or interest in the Property or to occupy the Property. There are no oral or written leases affecting or relating to the Property. Between the date Seller executes this Contract and Closing, Seller shall not subject the Property to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Property, without the written consent of the Purchaser.

(b) As of Closing, there will be no parties, other than Seller, in possession of any portion of the Property as lessees, and as of Closing, there will be no leases applicable to or affecting the Property. There are no mortgages or other liens on or affecting the Property, except for the following:_____.

(c) As of Closing, there are no unpaid charges, debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use or operation of the Property, which could give rise to any mechanics' or materialmen's or other statutory lien against the Property, or any part thereof, or for which Purchaser will be responsible.

(d) To its knowledge, Seller has neither caused nor does Seller have any knowledge of any Hazardous Materials having been placed, held, stored, located, dumped or disposed of on the Property in a manner which violates applicable law. If such knowledge becomes available, Seller shall immediately notify Purchaser in writing.

(e) Seller is not a "**foreign person**" within the meaning of Section 1445 of the Internal Revenue Code of 1954, as amended.

(f) To the best of Seller's knowledge, there are no unrecorded easements or claims of lien affecting the Property.

(g) Seller is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specially Designated National and Blocked Person**" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is

enforced or administered by the Office of Foreign Assets Control; and Seller is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

Section 5.2. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that Purchaser is a political subdivision of the Commonwealth of Virginia. As such, this transaction is exempt from any disclosures, if applicable, that would otherwise be required by Seller under the Virginia Residential Property Disclosure Act pursuant to Section 55-518(A)(8) thereof.

ARTICLE VI **Special Provisions**

Section 6.1. Default by Purchaser. In the event the Closing does not take place as set forth in this Contract, on account of a default by Purchaser in the performance of its obligations under this Contract or the failure of Purchaser to close as set forth herein, Seller shall be entitled to retain the Deposit as liquidated damages for such breach by Purchaser, the parties asserting that damages would be difficult of determination and that the Deposit is a reasonable pre-estimate of the probable loss to Seller, and the parties agree that, thereafter, the Contract shall be terminated and of no further force and effect.

Section 6.2. Default by Seller. In the event the Closing does not take place on account of a default by Seller in the performance of its obligations under this Contract, Purchaser shall be entitled to the return of the Deposit by Seller and to pursue all legal and equitable remedies available to it, including, without limitation, specific performance.

Section 6.3. Assignment of Contract. Purchaser may assign this Contract and/or its interest hereunder. Seller may not assign this Contract and/or its interest hereunder without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.4. Real Estate Commissions. No commissions are due and owing any real estate broker or salesperson in connection with this transaction. Seller and Purchaser (to extent allowed by law) hereby each indemnify, save and hold harmless the other from and against any claim for any other real estate or sales commission or similar fee, which claim results from an allegation that the indemnifying party employed any broker or agent or agreed to compensate such broker or agent in connection with this transaction.

Section 6.5. Fire or Casualty. The risk of loss prior to Closing shall be borne by Seller. If, prior to the Closing, any of the Improvements on the Property are destroyed or damaged by fire or other casualty, Purchaser, at Purchaser's option may, by notice to Seller on or before the earlier of (i) the Closing Date or (ii) the date which is within twenty (20) days after the date of the casualty, elect to: (1) terminate this Contract, in which case Purchaser will be entitled to a refund of the Deposit, and upon such termination neither party shall be under any further obligation to the other, except as otherwise provided in this Contract; or (2) accept the Property in its damaged condition and proceed to Closing. If Purchaser does not exercise Purchaser's right, if any, to terminate this Contract, Seller shall assign or credit to Purchaser at Closing the net proceeds of all applicable insurance payable with respect to any insured casualty affecting the Improvements on the Property which occurs prior to the Closing.

ARTICLE VII
Closing

Section 7.1. Date and Place of Closing. The Closing shall take place within thirty (30) days after the expiration of the Review Period, TIME BEING OF THE ESSENCE, at the office of Clement & Wheatley, 549 Main Street, Danville, VA 24541, or on such other date as Seller and Purchaser shall mutually agree.

Section 7.2. (a) Deliveries by Seller. Seller, or Seller's duly authorized representative, shall execute as appropriate and deliver to Purchaser the following documents:

(i) An appropriate warranty deed (the "**Deed**") conveying title to the Property to Purchaser. If Purchaser surveys the Property, the property description shall be based upon such survey. However, to the extent there is a discrepancy between Seller's source deed description and such survey, Seller shall also convey such discrepancy in description to Purchaser by quitclaim;

(ii) Seller's affidavit or lien waiver satisfactory for the purpose of removing any mechanics' lien exception from any title insurance policy to be issued in connection with the purchase;

(iii) A certificate to the effect that it is not a foreign entity subject to the withholding requirements of the Foreign Investment in Real Property Tax Act;

(iv) Virginia Department of Taxation Form R-5 or R-5E, as applicable;
and

(v) Such other documents as may be reasonably required by a title company to insure good and marketable title, but in any case, subject to the Permitted Exceptions.

(b) Deliveries by Purchaser. At the Closing, Purchaser shall deliver the following:

(i) The Purchase Price by certified check or by federal wire transfer, or other immediately available funds; and

(ii) Any other certificate, document, or statement as may be reasonably necessary in order to consummate the transactions contemplated.

Section 7.3. Prorations. Rents, real estate taxes and assessments, and such other matters as are customarily apportioned in transactions similar to the transaction contemplated by this Contract shall be prorated between Seller and Purchaser on a per diem basis as of the Closing.

Section 7.4. Closing Costs. Seller shall pay all costs incurred in consummating the transactions contemplated hereunder, including, without limitation, the cost of Purchaser's title insurance policy, the cost of the Investigations, the cost of any surveys, all other recording taxes and fees for the Deed and all other recorded documents, and any grantor's tax on recordation of the Deed, but excluding any grantee's tax on recordation of the Deed which shall be paid by Purchaser. Each party shall pay its respective attorneys' fees. Purchaser shall be responsible for the cost of preparation of the Deed.

ARTICLE VIII
Miscellaneous

Section 8.1. Survival. The provisions of Contract shall survive the Closing or earlier termination of this Contract, and the representations and warranties of Seller set forth herein shall not be merged into the Deed.

Section 8.2. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 8.3. Notices. Any notice required or contemplated to be given to a party by the other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

(i) To Seller: Alma S. Weatherford
536 Buford Road
Danville, VA 24541

(ii) To Purchaser: Danville-Pittsylvania Regional Industrial Facility Authority
Attn: Director of Finance, City of Danville
Post Office Box 3300
Danville, VA 24541 (for mailing)

or

427 Patton Street
Danville, VA 24541 (for hand-delivery or courier service)

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall not invalidate the effectiveness of any notice, demand, request, or other communication.

Section 8.4. Consents and Approvals. All consents and approvals required or permitted by this Contract shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 8.5. Amendments. This Contract may only be amended, supplemented or terminated in writing, signed by the parties hereto.

Section 8.6. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. A facsimile or scanned copy (*.pdf) signature to this Contract shall have the same effect as an original for all purposes.

Section 8.7. Governing Law. This Contract shall be governed by the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state

court located in Pittsylvania County, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Contract, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Contract.

Section 8.8. Further Assurances. After the Closing, each party to this Contract shall, upon the request of the other party, execute and deliver such other documents and take such further action as may be necessary or proper to carry out the purposes of this Contract.

Section 8.9. Interpretation. For purposes of construing this Contract, unless the context otherwise indicates, words in the singular number shall include words in the plural number, and vice versa, and words in one gender shall be deemed to include words in the other genders. The titles to articles and headings for sections and paragraphs in this Contract are for convenience only and neither limit nor amplify the provisions of this Contract.

Section 8.10. Subject to Annual Appropriations. Seller understands that Purchaser is a political subdivision of the Commonwealth of Virginia. Accordingly, notwithstanding anything to the contrary set forth herein, as provided under Virginia law, the obligations of Purchaser under this Contract are subject to and dependent upon annual and other appropriations being made from time to time by the governing body of Purchaser, for such purpose.

WITNESS the following signatures to this **CONTRACT OF SALE**:

SELLER:

Date: _____

Signature

Alma S. Weatherford
Printed Name

PURCHASER:

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

Date: _____

By: _____
Name: _____
Title: _____