



DANVILLE CITY COUNCIL WORK SESSION AGENDA

MUNICIPAL BUILDING

July 6, 2021

7:30 P.M.

MEETING CALLED TO ORDER

MINUTES

- A. Consideration of Approval of Minutes from Regular Work Session held on 06/01/2021.
Council Letter Number CL - 2571.

WORK SESSION ITEMS

- A. Consideration of the Purchase of Property for the Expansion of the West Fork Substation.
Council Letter Number CL - 2582.

PROGRAM UPDATE

ECONOMIC DEVELOPMENT UPDATE

COMMUNICATIONS FROM

- A. City Manager
- B. Deputy City Manager
- C. City Attorney
- D. City Clerk
- E. Roll Call

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; and

As Permitted by Subsection (A)(7) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for consultation with legal counsel.

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

ADJOURNMENT

Council Letter

City of Danville, Virginia



CL-2571

Meeting Minutes A.

Work Session Meeting

Meeting Date: 07/06/2021

Subject: Consideration of Approval of Meeting Minutes

From: Susan M. DeMasi, City Clerk

COUNCIL ACTION

Work Session: 07/06/2021

SUMMARY

Consideration of Approval of Minutes from Regular Work Session held on 06/01/2021.

Council Letter Number CL - 2571.

Attachments

Meeting Minutes

June 1, 2021

A Regular Work Session of the Danville City Council convened on June 1, 2021 at 7:59 p.m. in the Council Chambers located on the Fourth Floor of the Municipal Building. Council Members present were: James B. Buckner, L.G. "Larry" Campbell Jr., Bryant Hood, Mayor Alonzo Jones, Barry P. Mayo, Vice Mayor Gary P. Miller, Sherman M. Saunders, J. Lee Vogler, Jr. and Madison J.R. Whittle (9).

Staff Members present were: City Manager Ken Larking, Deputy City Manager Earl B. Reynolds, Jr., City Attorney W. Clarke Whitfield Jr. and City Clerk Susan M. DeMasi.

Mayor Alonzo L. Jones presided.

MINUTES

Upon **Motion** by Council Member Saunders and second by Council Member Vogler, Minutes of the Regular Work Session held on May 4, 2021 were approved as presented. Draft copies were distributed to Council Members prior to the Meeting.

WORK SESSION ITEMS

CONSIDERATION OF APPROVING CHANGES TO THE CITY'S PERSONNEL SYSTEM REGULATIONS

Council Members had no questions regarding this item and agreed to put it on an upcoming business agenda. Council Member Saunders thanked the HR Director Sara Weller for the great job she does.

ECONOMIC DEVELOPMENT UPDATE

Director of Economic Development Corrie Bobe noted staff was working with AEP and Pittsylvania County to relocate a 69kV line at the Southern Virginia Mega Site. The line runs directly through the middle of a 200-acre graded pad and needs to be relocated to a right of way along Berry Hill Road. The County, through its Southside Tobacco Commission allocation secured a \$4.5M loan to finance the relocation. The financing will go through the Virginia Resources Authority, and as partners in the SVMS, the City has a Cost and Revenue Sharing Agreement in place. The Tobacco Commission and VRA were asking for a Moral Obligation from the City and the County related to this loan. The Tobacco Commission will defer payments for a period of ten years in the hopes they land an industry at the Park. When doing so, AEP will provide a credit equal to about \$1M per one megawatt of usage; the interest rate associated with this loan was 1.5%. Staff anticipates having the park activated within that ten-year period and taking advantage of the revenue credits; they do need both the City and County's commitment to the Moral Obligation. With Council's approval, staff would like to add this to the June 15th agenda. Council had no objections to putting this on the June 15th agenda.

CLOSED MEETING

At 8:04 p.m., Vice Mayor Miller **moved** that this meeting of the City Council of the City of Danville, Virginia be recessed and that Council immediately reconvene in a Closed Meeting for the following purposes: Discussion or consideration of the acquisition and/or disposition of real property for a public purpose where discussion in an open meeting would adversely impact the bargaining position of the City as permitted by Subsection (A) (3) of Section 2.2-3711 of the Code of Virginia, 1950, as amended and more specifically to consider: Discussion regarding the sale

June 1, 2021

and potential purchase of a specific parcels of property for use by prospective industrial, commercial, and mixed use projects looking to locate to the City; and an Economic Development discussion and update concerning prospective business or industry where no previous announcement has been made and /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 and more specifically to consider: an update on multiple prospective commercial, mixed use, and industrial projects considering locating within the City and region.

The Motion was **seconded** by Council Member Mayo and carried by the following vote:

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

Upon unanimous vote at 8:36 p.m., Council reconvened in open session and Vice Mayor Miller **moved** for adoption of the following Resolution:

CERTIFICATE OF CLOSED MEETING

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

WHEREAS, Section 2.1-344.1 of the Code of Virginia, 1950, as amended, requires a Certification by the Council that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Council hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements of Virginia Law under Section 2.2-3711 were heard, discussed or considered, and (ii) only such public business matters as were identified in the Motion by which the Closed Meeting was convened were heard, discussed or considered by the Committee.

The Motion was **seconded** by Council Member Buckner and carried by the following vote:

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

MEETING ADJOURNED AT 8:37 P.M.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Council Letter

City of Danville, Virginia



CL-2582

Work Session A.

Work Session Meeting

Meeting Date: 07/06/2021

Subject: West Fork Substation Property Acquisition-4th AEP Delivery Point

From: Jason Grey, Utilities Director

COUNCIL ACTION

Work Session: 07/06/2021

SUMMARY

The West Fork Substation, located at 581 Long Circle in western Pittsylvania County, is currently in the engineering phase of being upgraded with a new 138 KV delivery point from AEP. The substation design allows for an additional source of energy supply from AEP adjacent to the current substation footprint. In anticipation of this design, staff has been able to negotiate the purchase of 42.85 acres for \$180,000, needed for the City's substation expansion and the addition of an AEP substation and transmission lines.

BACKGROUND

Danville Utilities has been going through a series of substation upgrades over the past five years and will look to renovate several additional substations over the course of the next two years. The City's Bridge Street and Brantley substations were renovated within the past five years, and the Schoolfield and Riverside substations were completed at the end of 2020. Staff is currently working on upgrading the Kentuck and Whitmell substations in Pittsylvania County with completions set for August 2021. Engineering is also complete on the Southside and Westover substations, with most of the equipment on order for the project, to begin later this fall. The West Fork Substation expansion will increase our reliability and provide additional switching capabilities during maintenance and unplanned outage events.

RECOMMENDATION

Staff recommends that Danville City Council approve the purchase of 42.85 acres of property adjacent to West Fork substation, in the amount of \$180,000, in order to expand the West Fork substation footprint and add a fourth delivery point from AEP.

Attachments

Resolution

Agreement

Property Map

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2021-_____._____

A RESOLUTION AUTHORIZING AND APPROVING THE CITY OF DANVILLE, VIRGINIA, TO ENTER INTO A PURCHASE AGREEMENT, AS WELL AS THE ACUTAL PURCHASE OF 42.85 ACRES OF LAND AT 581 LONG CIRCLE WITHIN THE DANVILLE UTILITIES SERVICE TERRITORY.

WHEREAS, the Utility Commission recommends approval of purchasing 42.85 acres of land for an amount not to exceed \$180,000 plus closing cost to expand the current West Fork Substation footprint to allow for a fourth delivery point from AEP; and

WHEREAS, the additional land would benefit the ratepayers of Danville Utilities by allowing more reliable equipment and service; and

WHEREAS, Danville Utilities is going through a series of substation upgrades having completed four substation upgrades, with two under construction, and an additional two substations in the engineering process.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Danville, Virginia, that is does hereby approve and authorize the City of Danville, Virginia to enter into a purchase agreement, substantially in the form attached hereto and made a part hereof as if fully set out herein, as well the actual purchase 42.85 acres of land for a one-time payment not to exceed \$180,000 plus closing costs in order to expand the West Fork substation footprint and add an additional AEP delivery point in western Pittsylvania County; and

BE IT FURTHER RESOLVED, by the Council of the City of Danville, Virginia, that the City Manager, be, and is hereby, authorized and directed to execute or sign the purchase agreement and any and all documents necessary to be executed or signed to complete this transaction.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

CITY ATTORNEY

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into this ____ day of _____ 2021, between LINDA B LONG, whose address is 544 Parker Road, Danville, Virginia 24540 (hereinafter called "Seller"), and the CITY OF DANVILLE, VIRGINIA, a municipal corporation, whose address is P.O. Box 3300, Danville, Virginia 24543 (hereinafter "Purchaser").

WITNESSETH:

WHEREAS, Seller are the owner of that certain parcel of real property described as Parcel #1358-35-8704 (ST RD 708 35.59 AC WESTOVER MAGISTERIAL DISTRICT) commonly known as 603 Long Circle, located in Pittsylvania County, Virginia; and

WHEREAS, Seller are the owner of that certain parcel of real property described as Parcel #1358-46-2848 (ST RD 708 3.23 AC WESTOVER MAGISTERIAL DISTRICT) commonly known as 547 Long Circle, located in Pittsylvania County, Virginia; and

WHEREAS, Seller are the owner of that certain parcel of real property described as Parcel #1358-35-9076 (ST RD 708 1.00 AC WESTOVER MAGISTERIAL DISTRICT) commonly known as 603 Long Circle, located in Pittsylvania County, Virginia; and

WHEREAS, Seller are the owner of that certain parcel of real property described as Parcel #1358-34-8888 (ST RD 708 1.03 AC WESTOVER MAGISTERIAL DISTRICT) commonly known as 611 Long Circle, located in Pittsylvania County, Virginia; and

WHEREAS, Seller are the owner of that certain parcel of real property described as Parcel #1358-35-1294 (ST RD 708 2.00 AC WESTOVER MAGISTERIAL DISTRICT) commonly known as 609 Long Circle, located in Pittsylvania County, Virginia; and

WHEREAS, Seller desires to sell the above-referenced property to Purchaser (hereinafter be referred to as the "Property"), identified on the attached Exhibit dated September 30, 2021, that is incorporated into this contract by reference, and Purchaser desires to purchase the Property from Seller, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, together with (a) all rights, easements and privileges, appurtenances belonging and appertaining thereto, including, without limitation, all easements, rights of way or other interests in, on or

under any lands, highways, alleys, streets, or rights of way abutting or adjoining the Property, (b) all buildings and other improvements thereon, and (c) and any fixtures attached to the Property.

2. Purchase Price. (a) The purchase price (“Purchase Price”) paid by Purchaser to Seller for the Property shall be One-Hundred Eighty Thousand Dollars (\$180,000.00).

(b) At “Closing”, the Purchase Price payable by Purchaser to Seller shall be paid by cash, cashier’s check or wire transfer. At Closing, the “Deposit” (hereinafter defined) shall be delivered by the Closing Agent to Seller and shall be credited against the Purchase Price.

3. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to Purchaser, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the Closing Date:

(a) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property or any portion thereof.

(b) Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain (“Taking”) which is currently pending in connection with the Property, and to Seller’ knowledge no Taking has been threatened.

(c) Seller represents to the best of her knowledge that the Property is free and clear of any hazardous materials, waste or other contamination and that there are no underground storage tanks located on the Property.

(d) Seller has and on the closing date shall have full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be on the Closing Date, duly authorized, executed and delivered by Seller and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms will not violate any provisions of any agreement, judicial order or any other thing to which Seller are a party or to or by which Seller or the Property are subject or bound.

(e) The Property is not subject to any roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put.

(f) Seller has not received any notice or notices of violation (or claimed violations) of any law, ordinance, order, statute, rule or regulation or any complaints, order, citation or notice with regard to, affecting or relating to the Property.

(g) No tax appeals are currently pending with respect to the Property.

(h) Seller has not entered into any presently effective contract regarding the sale, conveyance, transfer or disposition of the Property (except for this Agreement). Seller has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, lease or the like with respect to, and no one has any right to use or occupy, the Property subsequent to the Closing, and any such occupancy agreement, lease, or right to use or occupy the Property shall be concluded and any tenants or similar such persons shall have been legally and physically evicted or removed from the Property as of the time of Closing.

5. Inspections. (a) Seller and Purchaser hereby acknowledge that as of the date of the execution of this Agreement, Purchaser has not yet had an opportunity to fully review and evaluate this transaction. If on or before 5:00 p.m. (Eastern Standard Time) on a date which is ninety (90) days from the Date of this agreement (“Inspection Completion Date”), Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Property, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date, then the Closing Agent will deliver to Purchaser the Deposit, and the parties shall be released from all further obligations each to the other under this Agreement. In the event that the Purchaser does not terminate this Agreement as set forth in this Section 5, then Purchaser’s right to terminate this Agreement shall be deemed waived by Purchaser.

(b) Upon reasonable prior notice to Seller, Purchaser, its agents, employees and representatives shall have access to the Property at all reasonable times prior to the Inspection Completion Date or earlier termination of this Agreement to inspect the Property and to conduct reasonable tests thereon including, but not limited to, soil and groundwater borings and hazardous waste studies, and to make such other examinations with respect thereto as Purchaser, its counsel, licensed engineers, surveyors or other representative may deem reasonably necessary. Seller reserves the right to be present, or have her agent or representative present during Purchaser’s investigations of the Property. Any tests, examinations or inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser’s inspection of the Property shall be at the sole cost of Purchaser and shall be performed in a manner not to unreasonably interfere with the Seller’s ownership of the Property. Further, Purchaser shall be responsible for any and all damage caused by such inspections, examinations, testing and disposal of all waste produced at the Property as a result of such investigations, and shall sign, as generator, all forms necessary for such disposal. Purchaser shall immediately remove any lien of any type which attaches to the Property by virtue of any of such inspections,

examinations or tests. Upon completion of any such inspection, examination or test, Purchaser shall restore any damage to the Property caused by such inspection, examination or test.

(c) Within sixty (60) days of the Date of this Agreement, Purchaser may obtain, at its sole option and at its sole cost and expense, a title insurance commitment (“Commitment”) issued by the Closing Agent covering the Property, a survey (the “Survey”) of the Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional authorized to do business in the Commonwealth of Virginia, and an Environmental Site Assessment (“Environmental Assessment”) dated subsequent to the date hereof.

(d) Purchaser shall review the Commitment, the Survey and the Environmental Assessment and shall, within ninety (90) days of the Date of this Agreement, notify Seller in writing (“Objection Notice”) of any matters (“Defects”) evidenced by the Commitment, the Survey, or the Environmental Assessment that adversely affect the marketability of the Property. Any such matters not specified as Defects in the Objection Notice or any Defects waived (or deemed waived) by Purchaser pursuant to the terms hereof shall be deemed Acceptable Exceptions. Upon receipt of the Objection Notice, Seller may, but shall not be obligated to, cure such Defects. In the event that Seller is unwilling or unable to cure any Defect(s) within ten (10) days of the Objection Notice (“Cure Period”), Purchaser, at Purchaser’s option, may: (i) elect to accept title to the Property subject to the Defects without any adjustment to the Purchase Price (in which event the remaining Defects shall be deemed Acceptable Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, the Deposit shall be returned to Purchaser and both parties shall thereafter be released from all further obligations hereunder. In the event Purchaser fails to elect to terminate the Agreement as provided above within such 10-day period, Purchaser shall be deemed to have elected clause (i) above.

If Seller notifies Purchaser that she intends to take action to effectuate the removal of the objected to exceptions, then Seller shall be obligated to take all action of which it advised Purchaser in the Response Notice that it would take.

(e) The provisions of this Section shall survive any termination of this Agreement.

6. Environmental Studies and Soil Tests.

Purchaser acknowledges that prior to the Closing Date, Purchaser may conduct any environmental and soil tests with respect to the Property which Purchaser may deem necessary or advisable, and Purchaser shall rely upon such tests as well as Seller’s Representations and Warranties contained in section four (4) above, in electing whether or not to purchase the Property.

7. Covenants by Seller. Between the date hereof and the Closing, Seller agrees that:

(a) she will maintain the Property in the same condition as it is on the date of this Agreement (reasonable wear and tear excepted);

(b) she will not, by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect or inaccurate;

(c) she shall perform any and all material obligations with respect to the Property under all easements, covenants, restrictions and contracts of record;

(d) she will promptly give notice to Purchaser of every threatened or actual litigation whether or not covered by insurance against or relating to the Property (including, without limitation, the sale thereof to Purchaser) or any portion thereof between the date of this Agreement and the Closing;

(e) she will not, without the prior written consent of Purchaser, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof;

(f) she will not, without the prior written consent of Purchaser, grant any rights or other privileges in or with respect to the Property or any portion thereof or grant, or consent to or waive the right to object to, any easements, covenants or restrictions affecting all or any portion of the Property;

(g) she will not enter into or modify any mortgages, operating agreements, ground leases, space leases or other agreements or encumbrances with respect to or affecting the Property or any portion thereof; and

(h) she will promptly notify Purchaser if it discovers, determines or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true.

(i) she will diligently take all actions necessary to ensure that any tenants or leaseholds are physically removed from the Property and any rights such persons may have to access or occupy the Property have been legally terminated.

8. Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have five (5) business days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Purchaser may elect, as its sole and exclusive remedy, to seek to enforce specific performance only for failure to cause the Property to be conveyed in accordance with the terms and provisions hereof or to terminate this Agreement by written notice to Seller and the Closing Agent. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder other than a failure to cause the Property to be conveyed in accordance with the terms and provisions hereof. Purchaser hereby expressly waives its rights to

seek damages in the event of Seller' default hereunder. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the City on or before sixty (60) days following the date upon which the Closing was to have occurred, at which time the Deposit shall be returned to Purchaser and both parties shall thereafter be released from all further obligations hereunder.

9. Purchaser's Default; Seller's Remedies. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default and Seller' intent to terminate this Agreement if the default is not cured. Purchaser shall have five (5) business days after receipt of such notice to cure the alleged default to Seller' reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Closing Agent. Seller hereby expressly waive their rights to seek damages in the event of Purchaser's default hereunder.

10. Prorations. At Closing, real estate taxes, assessments and all other items of income and expense shall be prorated as of the Closing Date. Any assessments for prior years due to change in land usage or ownership, including, without limitation, rollback taxes, shall be the sole responsibility of Seller. The terms and provisions of this Section shall survive Closing.

11. Closing Costs. (a) Seller shall not be responsible for any closing costs other than the cost of curing any Title Defects known of and undisclosed by the Seller.

(b) Purchaser shall be responsible for all closing costs including (i) the costs of preparing the Deed, (ii) the Grantor's Tax on the Deed, (iii) the cost of curing any Title Defects other than those known of and undisclosed by any or all of the seller, (iv) the cost to obtain the Commitment, (v) all premiums, and other charges on the owner's title policy issued to Purchaser pursuant to the Commitment (the "Title Policy") and any endorsements to the Title Policy, (vi) all documentary stamps, taxes and transfer taxes on the Deed, with the exception of the Grantor's Tax, (vii) documentary stamps and intangible costs on any deed of trust and notes, and (viii) the recording costs on the Deed.

(c) Each party shall be responsible for payment of its own legal fees.

12. Closing. The "Closing" shall be held no later than thirty (30) days from the Inspection Completion Date. It is expressly agreed by Seller and Purchaser that time is of the essence with respect to the parties' obligations to close this transaction on the Closing Date.

(a) At Closing, Seller shall cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

Exceptions;

(i) A general warranty deed (“Deed”) subject only to the Acceptable

Purchaser;

(ii) A non-foreign affidavit in a form reasonably acceptable to

(iii) Such other documents that the Closing Agent may reasonable require in connection with the issuance of the owner’s policy to Purchaser, including but not limited to, such affidavits required for deletion of the parties in possession and mechanics’ lien exceptions appearing on an owner’s title insurance policy; and

(b) At Closing, Purchaser shall deliver the Purchase Price (subject to prorations and adjustments, including, but not limited to, a credit for the Deposit).

(c) At Closing, Seller and Purchaser shall each execute counterpart closing statements in a customary form, and such other documents required by the Closing Agent that are reasonably necessary to consummate Closing.

(d) At Closing, both parties shall pay their respective costs by wire transfer, or by cashier’s check drawn on a bank reasonably acceptable to Closing Agent.

13. Brokers. Each party warrants and represents to the other that no real estate broker or agent has been involved in negotiations leading to the execution of this Agreement and that no other commission is owed to any other broker or agent as a result of the action of such party.

14. Assignability. Purchaser shall not assign this Agreement and its rights hereunder to any entity or person without Seller’ prior consent in writing.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller:

Linda B Long
544 Parker Road.
Danville, Virginia 24540

If to Purchaser:

City of Danville, VA
C/O City Attorney’s Office
P.O. Box 3300
Danville, VA 24541

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via electronic mail or facsimile transmission shall be deemed given upon transmission and notices sent via certified mail in accordance with the foregoing shall be deemed given when deposited in the U.S. Mail.

16. Eminent Domain. If, prior to Closing, the Property or any material portion thereof is taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller, whereupon Closing Agent shall return to Purchaser the Deposit, together with interest thereon, and both parties shall be relieved of all further obligations under this Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to and Seller shall assign to Purchaser all of Seller's interest in all condemnation payments, awards and settlements applicable to the Property.

17. Miscellaneous.

(a) This Agreement shall be construed and governed in accordance with laws of the Commonwealth of Virginia and in the event of any litigation hereunder, the venue for any such litigation, shall be the City of Danville, Virginia. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly; this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any interpretation of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorneys' fees and courts costs through all trial and appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Agreement.

(d) In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

(e) All of the Exhibits to this Agreement are incorporated in and made a part of this Agreement.

(f) This Agreement constitutes the entire agreement between the parties for sale and purchase of the Property, and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered or modified except in writing signed by the party against whom enforcement of such a change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(g) The term “Effective Date” of such other similar term, shall mean the date on which Seller and Purchaser have executed and delivered this Agreement.

(h) The parties hereby agree that time is of the essence with respect to performance of each of the parties’ obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

(i) This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

(j) The Purchaser agrees that the terms set forth in this Agreement, all written materials obtained by Purchaser from Seller with respect to the Property, and all information obtained by Purchaser from sources other than Seller with respect to the Property, shall remain totally and completely confidential and shall not be revealed or disclosed to any person or party whatsoever, except: (i) with the prior written consent of Seller; (ii) as may be disclosed to Purchaser’s attorneys, accountants and other representatives that are involved in connection with the consummation of this transaction, and then only to the extent necessary to accomplish the transactions set forth herein, after having directed each such recipient of such information to maintain the confidentiality of such information; (iii) as may be required by applicable law; (iv) as may be necessary in connection with assisting Purchaser in obtaining necessary governmental approvals; and (v) in connection with any litigation between the parties. If for any reason the Closing does not occur, Purchaser shall (x) return to Seller all materials and other information regarding the Property, and (y) immediately deliver to Seller all written studies, analyses, reports and assessments relating to any of the Purchaser’s investigations.

WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

{Signatures appear on the following pages}

SELLER:

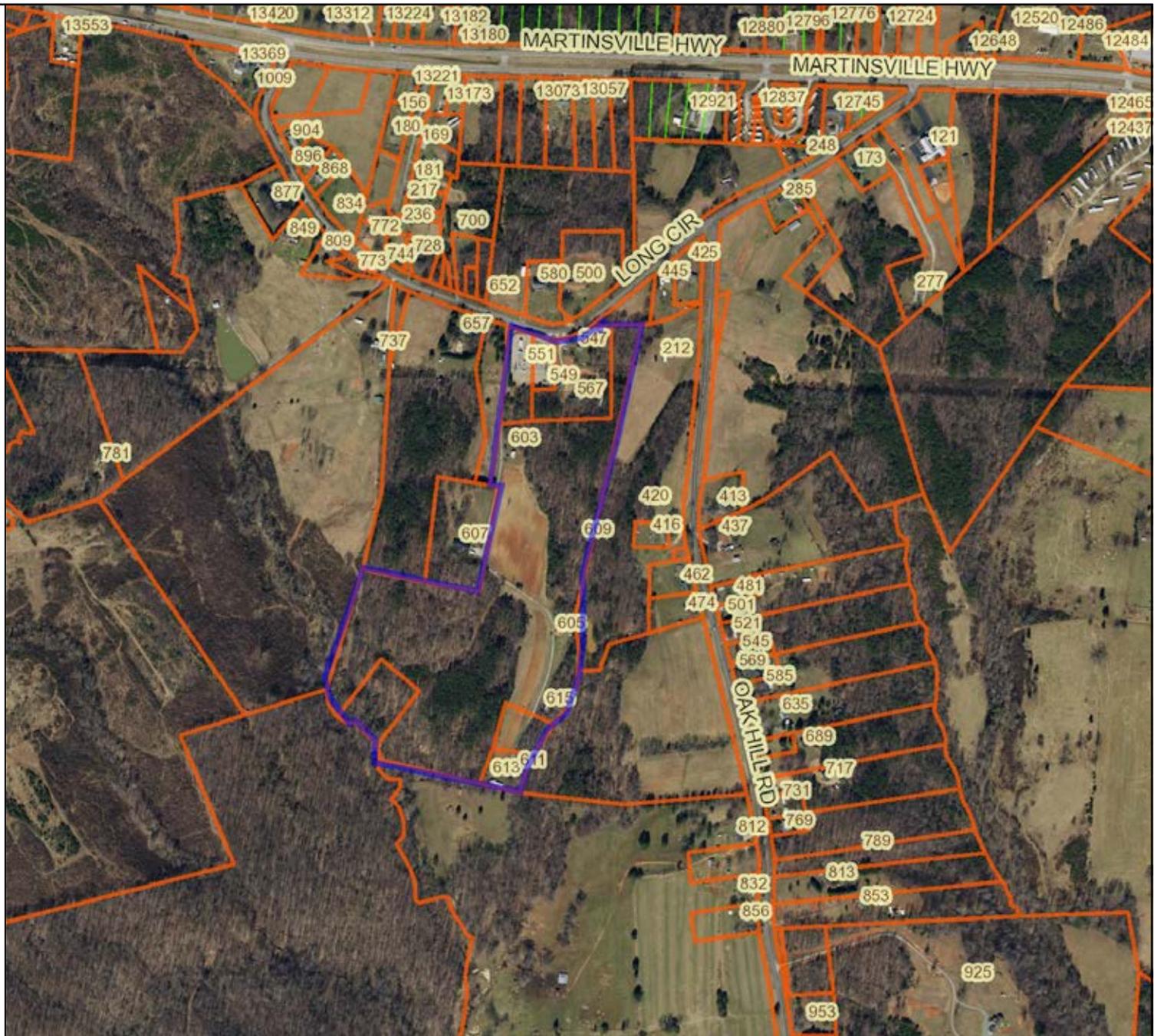
By: _____
Name: Linda B Long

PURCHASER:

By: _____
Name: Ken Larking
Title: City Manager

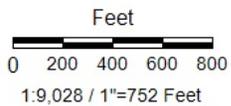
Legend

- ▣ Assessed Parcels
- ▣ Parcels
- ▣ County Boundary



Title: fourth delivery point

Date: 6/15/2021



DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.