

AMELIA COUNTY ECONOMIC DEVELOPMENT AUTHORITY

October 10, 2023



ECONOMIC DEVELOPMENT AUTHORITY

	Year appointed	Year to be reappointed		July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023
								Meeting Canceled							
Eldon Dieffenbach	2021	2023		X	E	X	X		X	X	X	X	X	X	E
Dennis Tatum	2019	2023		X	X	E	E		X	E	E	X	X	E	X
Robert C. Smith	2021	2025		X	X	X	X		X	X	X	X	X	X	X
Robert Llewellyn	2022	2026		X	X	X	X		X	E	X	X	X	E- BA	X
Carly Bullock	2021	2025		X	X	X	X		X	E	X	X	E	X	X
Maudie Scott	2022	2026		X	X	X	E		X	X	E	X	X	E- BA	X
Winston Vaughn	2022	2026		X	E	X	X		X	X	X	X	X	X	E

AGENDA
COUNTY OF AMELIA ECONOMIC DEVELOPMENT AUTHORITY
AMELIA COUNTY ADMINISTRATION BUILDING CONFERENCE ROOM
TUESDAY, OCTOBER 10, 2023 AT 10:00 AM

REGULAR MEETING

- 1. CALL TO ORDER/DETERMINATION OF QUORUM-CHAIRMAN**
- 2. ROLL CALL**
- 3. INVOCATION AND PLEDGE OF ALLEGIANCE**
- 4. WELCOME**
- 5. COMMUNICATIONS FROM CITIZENS**
- 6. APPROVAL/ACCEPTANCE OF MINUTES AND FINANCIAL REPORTS**
 - A. Approval of Minutes
 - B. Acceptance of Treasurer's Reports
- 7. OLD/NEW BUSINESS**
 - A. Funding Update
 - GoVirginia
 - VDEP
 - VML/VaCo
 - B. Deed Restrictions
 - C. EDA Site Clean-up and Abatement update
 - D. Media Update
 - LinkedIn
 - Website Update
 - E. EDA November Meeting- Discussion to Cancel
- 8. COUNTY ADMINISTRATOR'S REPORT**
 - A. Riverstreet Update
- 9. CLOSED MEETING**
- 10. MOTION TO ADJOURN OR CONTINUE MEETING**

MINUTES: AMELIA ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING HELD ON SEPTEMBER 12, 2023 AT
10:00 A.M. AT THE AMELIA COUNTY CONFERENCE ROOM.

EDA MEMBERS PRESENT:

ROBERT C. SMITH
ROBERT LLEWELLYN
WINSTON VAUGHN
MAUDIE SCOTT

EDA MEMBERS PRESENT VIRTURALLY

CARLY BULLOCK
ELDON DIEFFENBACH

ALSO

PRESENT: A. TAYLOR HARVIE, County Administrator
ASHLEY GUNN, Administrative Assistant

- The September 12, 2023 EDA meeting was called to order by Bob Smith.
 - ❖ The four members present, in person, voted and approved the requests of Eldon and Carly to attend remotely. Eldon from North Carolina and Carly from her office.
- Roll Call was taken by Taylor Harvie.
- Robert Llewellyn offered the invocation.
- Everyone participated in the Pledge of Allegiance.

COMMUNICATION FROM CITIZENS

- There was no communication from the citizens.

APPROVAL/ACCEPTANCE OF MINUTES AND FINANCIAL REPORTS

- The August minutes were approved.
- The August 2023 Treasurer's reports were accepted.

OLD/NEW BUSINESS

A. Guest Speaker: Stephen Versen, Deputy Director of the Tobacco Commission

-County Administrator introduced Mr. Versen.

-Mr. Versen discussed the future of the Tobacco Commission, funding, grants, and partnerships.

-He gave a brief overview of their annual report and state funding for a business ready site program.

-Mr. Deal and Mr. Versen discussed Amelia's current agriculture and general locality economic situation, what the County would like to see in the future and how different resources could be beneficial.

B. Richardson Road EDA Park

1. Demolition and Abatement

-Brady gave a brief update from Public Works Director about the gate for the Richardson EDA Park. He also gave an update on the demolition and abatement schedule.

2. Appraisal Discussion

-County Administrator stated that there isn't any updated information regarding appraisals. No other bids have been submitted.

3. Deed Restrictions

- Neal Barber

- Discussed his detailed review of the deed restrictions.

-Discussed funding for the planning and development of the site. Stated that last year's application to the Virginia Economic Development's business ready site program application was withdrawn due to not having the title of ownership at the time. Stated the plan to reapply this year and explained the process.

- ❖ Winston Vaughn made a motion, seconded by Maudie Scott, to apply for the ready sites program through the DEP. Motion passed unanimously.

C. Grants

1. State Budget Discussion

2. GoVirginia

- Mr. Barber discussed alternative funding through GO Virginia, the process, and details of what it would provide.

- ❖ Robert Llewellyn made a motion, and Winston Vaughn seconded, to apply for the GoVirginia planning grant.

3. VTC Marketing Leverage Program

- Mr. Deal explained the details of the VTC grant and stated that it would be a matching grant. He recommended not moving forward due to funding, the lack of personnel resources, and the current VTC grant the County is working on.
- After the board discussed the details of the grant and Mr. Deal's recommendation, they agreed not to moved forward.

D. Social Media Platform: LinkedIn

-The purpose, implementation, benefits, and subscription options were discussed.

- Robert Llewellyn asked about the total square footage of the old EDA park. The

County Administrator stated that he would have staff look into it. He gave a brief update on the old EDA park and RJ Smith interests.

- ❖ Winston Vaughn made a motion, seconded by Robert Llewellyn to approve creating an EDA LinkedIn Account at \$59.99 a month.

COUNTY ADMINISTRATOR’S REPORT

- A. Mr. Harvie stated that everything (LinkedIn Account, RJ Smith report, Signage, and Neal’s report) has been discussed.

MOTION TO CONTINUE/ADJOURN

There being no further business, the September 12, 2023 EDA meeting was adjourned.

ATTEST

Minutes Approved October 10, 2023

A. Taylor Harvie, County Administrator

Robert Smith, Chairman

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMOUNT		YEAR-TO-DATE	\$ BUDGET \$
				DEBITS	CREDITS		
** EDA FUND **			FUND#-501				
ASSETS			MAJOR-000100				
000100-0100	Cash With Treasurer	9/12/2023	B.FWD.			.00	.00
	-TREASURER CASH REPORT 2023/08	8/18/2023	CS-001-20230818	-	21,105.92	.00	
	-TREASURER CASH REPORT 2023/08	8/31/2023	CS-001-20230831	-	2,016.97	.00	
	-TOTAL-				23,122.89	.00	23,122.89
						23,122.89 *	23,122.89 *
000100-0630	Buildings	9/12/2023	B.FWD.			.00	.00
	-TOTAL-				.00	.00	.00
						.00 *	.00 *
000100-0635	Accum Depreciation - Buildings	9/12/2023	B.FWD.			.00	.00
	-TOTAL-				.00	.00	.00
						.00 *	.00 *
000100-0640	Equipment	9/12/2023	B.FWD.			.00	.00
	-TOTAL-				.00	.00	.00
						.00 *	.00 *
000100-0645	Accum Depreciation - Equipment	9/12/2023	B.FWD.			.00	.00
	-TOTAL-				.00	.00	.00
						.00 *	.00 *
000100-0646	Lease Receivable	9/12/2023	B.FWD.			.00	.00
	-TOTAL-				.00	.00	.00
						.00 *	.00 *
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					23122.89	
	ENCUMBRANCE					.00	
	YEAR TO DATE					23122.89	
	BUDGET BALANCE					23122.89-	
	Land		MAJOR-000110				
000110-0610	Land	9/12/2023	B.FWD.			.00	.00
	-TOTAL-				.00	.00	.00
						.00 *	.00 *
	LIABILITIES		MAJOR-000200				
000200-0500	Deferred Inflow - Lease	9/12/2023	B.FWD.			.00	.00
	-TOTAL-				.00	.00	.00
						.00 *	.00 *
	FUND EQUITY		MAJOR-000300				
000300-0100	Fund Balance	9/12/2023	B.FWD.			.00	.00

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMOUNT		YEAR-TO-DATE	\$ BUDGET \$
				DEBITS	CREDITS		
000300-0100	** EDA FUND ** Fund Balance		FUND#-501				
	-TOTAL-			.00	.00	.00	
	Revenue From Use of Money		MAJOR-015010		.00 *	.00 *	.00
015010-0001	Interest Earned - Bank Deposits	9/12/2023	B.FWD.			.00	.00
	-TREASURER CASH REPORT 2023/08	8/31/2023	CS-001-20230831 -	.00	2,016.97-		
	-TOTAL-			.00	2,016.97-	2,016.97-	
					2,016.97-*	2,016.97-*	2,016.97
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					2016.97-	
	ENCUMBRANCE					.00	
	YEAR TO DATE					2016.97-	
	BUDGET BALANCE					2016.97	
	Rent of General Property		MAJOR-015020				
015020-0001	Rent of General Property	9/12/2023	B.FWD.			.00	.00
	-TREASURER CASH REPORT 2023/08	8/18/2023	CS-001-20230818 -	.00	21,105.92-		
	-TOTAL-			.00	21,105.92-	21,105.92-	
					21,105.92-*	21,105.92-*	21,105.92
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					21105.92-	
	ENCUMBRANCE					.00	
	YEAR TO DATE					21105.92-	
	BUDGET BALANCE					21105.92	
	Trans to GF for EDA Expenses		MAJOR-995000				
995000-0100	Trans to GF for EDA Expenses	9/12/2023	B.FWD.			.00	.00
	-TOTAL EXPENDITURE-			.00	.00	.00	
					.00 *	.00 *	.00
FUND TOTAL.....	A S S E T S		.00 23,122.89	23,122.89			
FUND TOTAL.....	L I A B I L I T Y		.00 .00	.00			
FUND TOTAL.....	R E V E N U E		.00 23,122.89-	23,122.89-			
FUND TOTAL.....	E X P E N S E		.00 .00	.00			
FUND TOTAL.....			.00 .00	.00			
FUND TOTAL.....	ENCUMBRANCE			.00			
COMPANY TOTAL.....	A S S E T S		.00 23,122.89	23,122.89			
COMPANY TOTAL.....	L I A B I L I T Y		.00 .00	.00			
COMPANY TOTAL.....	R E V E N U E		.00 23,122.89-	23,122.89-			
COMPANY TOTAL.....	E X P E N S E		.00 .00	.00			
COMPANY TOTAL.....			.00 .00	.00			
COMPANY TOTAL.....	ENCUMBRANCE			.00			

EXPENDITURE SUMMARY

--DETAIL--

7/01/2023 - 8/31/2023

--DETAIL--

FUND #-100 General Fund

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
81500	**ECONOMIC DEVELOPMENT**							
3160	Professional Services	20,000.00	20,000.00	420.00	420.00	.00	19,580.00	97.90
3310	Repairs & Maintenance	3,000.00	3,000.00	.00	.00	.00	3,000.00	100.00
3600	Advertising	400.00	400.00	.00	.00	.00	400.00	100.00
5110	Electrical Services	1,600.00	1,600.00	167.28	167.28	.00	1,432.72	89.54
5230	Telecommunications	250.00	250.00	40.01	80.02	.00	169.98	67.99
5540	Travel-Convention/Education	500.00	500.00	.00	.00	.00	500.00	100.00
5810	Dues/Association Memberships	250.00	250.00	.00	.00	.00	250.00	100.00
6001	Office Supplies	150.00	150.00	.00	.00	.00	150.00	100.00
6007	Repairs & Maintenance Supplies	100.00	100.00	.00	.00	.00	100.00	100.00
	ECONOMIC DEVELOPMENT	26,250.00	26,250.00	627.29	667.30	.00	25,582.70	97.45
	ECONOMIC DEVELOPMENT	26,250.00	26,250.00	627.29	667.30	.00	25,582.70	97.45
	--FUND TOTAL--	26,250.00	26,250.00	627.29	667.30	.00	25,582.70	97.45

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMOUNT		YEAR-TO-DATE	\$ BUDGET \$
				DEBITS	CREDITS		
	ECONOMIC DEVELOPMENT		FUND#-100				
	ECONOMIC DEVELOPMENT		MAJOR-081500				
081500-3160	Professional Services	9/12/2023	B.FWD.			.00	.00
	-APPROPRIATION ENTRY- 2023/08	8/24/2023	JE-001-0000251	-	420.00	.00	
	-TOTAL EXPENDITURE-				420.00	.00	420.00
						420.00 *	420.00 *
081500-3310	Repairs & Maintenance	9/12/2023	B.FWD.			.00	.00
	-TOTAL EXPENDITURE-				.00	.00	.00
						.00 *	.00 *
081500-3600	Advertising	9/12/2023	B.FWD.			.00	.00
	-TOTAL EXPENDITURE-				.00	.00	.00
						.00 *	.00 *
081500-5110	Electrical Services	9/12/2023	B.FWD.			.00	.00
	DOMINION ENERGY VIRGIB 2023/08	8/15/2023	AP-001-JUNE28 2023	-	167.28	.00	
	-TOTAL EXPENDITURE-				167.28	.00	167.28
						167.28 *	167.28 *
081500-5230	Telecommunications	9/12/2023	B.FWD.			.00	.00
	VERIZON WIRELESS B 2023/08	8/15/2023	AP-001-07102023	-	40.01	.00	
	-TOTAL EXPENDITURE-				40.01	.00	40.01
						40.01 *	40.01 *
081500-5540	Travel-Convention/Education	9/12/2023	B.FWD.			.00	.00
	-TOTAL EXPENDITURE-				.00	.00	.00
						.00 *	.00 *
081500-5810	Dues/Association Memberships	9/12/2023	B.FWD.			.00	.00
	-TOTAL EXPENDITURE-				.00	.00	.00
						.00 *	.00 *
081500-6001	Office Supplies	9/12/2023	B.FWD.			.00	.00
	-TOTAL EXPENDITURE-				.00	.00	.00
						.00 *	.00 *
081500-6007	Repairs & Maintenance Supplies	9/12/2023	B.FWD.			.00	.00
	-TOTAL EXPENDITURE-				.00	.00	.00
						.00 *	.00 *
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					627.29	
	ENCUMBRANCE					.00	
	YEAR TO DATE					627.29	
	BUDGET BALANCE					627.29-	
	ECONOMIC DEVELOPMENT		MAJOR-081500				

FUND TOTAL.....	A S S E T S	.00	.00	.00
FUND TOTAL.....	L I A B I L I T Y	.00	.00	.00
FUND TOTAL.....	R E V E N U E	.00	.00	.00

FUND TOTAL.....	E X P E N S E	.00	627.29	627.29
FUND TOTAL.....		.00	627.29	627.29
FUND TOTAL.....	ENCUMBRANCE			.00
COMPANY TOTAL.....	A S S E T S	.00	.00	.00
COMPANY TOTAL.....	L I A B I L I T Y	.00	.00	.00
COMPANY TOTAL.....	R E V E N U E	.00	.00	.00
COMPANY TOTAL.....	E X P E N S E	.00	627.29	627.29
COMPANY TOTAL.....		.00	627.29	627.29
COMPANY TOTAL.....	ENCUMBRANCE			.00

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMOUNT		YEAR-TO-DATE	\$ BUDGET \$
				DEBITS	CREDITS		
** EDA FUND **			FUND#-501				
ASSETS			MAJOR-000100				
000100-0100	Cash With Treasurer	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	416,700.14	.00	
	-TREASURER CASH REPORT	2023/07 7/17/2023	CS-001-20230717	-	10,552.96	.00	
	-TREASURER CASH REPORT	2023/07 7/31/2023	CS-001-20230731	-	2,132.46	.00	
	-TREASURER CASH REPORT	2023/08 8/18/2023	CS-001-20230818	-	21,105.92	.00	
	-TREASURER CASH REPORT	2023/08 8/31/2023	CS-001-20230831	-	2,016.97	.00	
	-TREASURER CASH REPORT	2023/09 9/26/2023	CS-000-20230926	-	10,552.96	.00	
	-TOTAL-				463,061.41	.00	463,061.41
						463,061.41 *	463,061.41 * 463,061.41-
000100-0630	Buildings	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	1,352,463.74	.00	
	-TOTAL-				1,352,463.74	.00	1,352,463.74
						1,352,463.74 *	1,352,463.74 * 1,352,463.74-
000100-0635	Accum Depreciation - Buildings	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	.00	222,476.25-	
	-TOTAL-				.00	222,476.25-	222,476.25-
						222,476.25-*	222,476.25-* 222,476.25
000100-0640	Equipment	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	107,290.00	.00	
	-TOTAL-				107,290.00	.00	107,290.00
						107,290.00 *	107,290.00 * 107,290.00-
000100-0645	Accum Depreciation - Equipment	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	.00	57,221.68-	
	-TOTAL-				.00	57,221.68-	57,221.68-
						57,221.68-*	57,221.68-* 57,221.68
000100-0646	Lease Receivable	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	529,450.95	.00	
	-TOTAL-				529,450.95	.00	529,450.95
						529,450.95 *	529,450.95 * 529,450.95-
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					2172568.17	
	ENCUMBRANCE					.00	
	YEAR TO DATE					2172568.17	
	BUDGET BALANCE					2172568.17-	
	Land		MAJOR-000110				
000110-0610	Land	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	1,073,864.27	.00	

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMOUNT		YEAR-TO-DATE	\$ BUDGET \$
				DEBITS	CREDITS		
	** EDA FUND **		FUND#-501				
	Land		MAJOR-000110				
000110-0610	Land						
	-TOTAL-			1,073,864.27	.00	1,073,864.27	
					1,073,864.27 *	1,073,864.27 *	1,073,864.27-
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					1073864.27	
	ENCUMBRANCE					.00	
	YEAR TO DATE					1073864.27	
	BUDGET BALANCE					1073864.27-	
	LIABILITIES		MAJOR-000200				
000200-0500	Deferred Inflow - Lease	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	.00	526,195.26-	
	-TOTAL-				.00	526,195.26-	
						526,195.26-*	526,195.26
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					526195.26-	
	ENCUMBRANCE					.00	
	YEAR TO DATE					526195.26-	
	BUDGET BALANCE					526195.26	
	FUND EQUITY		MAJOR-000300				
000300-0100	Fund Balance	9/12/2023	B.FWD.			.00	.00
	BEG. YEAR BALANCE	2023/07 7/01/2023	YE-001-BEG.BAL.	-	.00	3,360,661.61-	
	-TOTAL-				.00	3,360,661.61-	
						3,360,661.61-*	3,360,661.61
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					3360661.61-	
	ENCUMBRANCE					.00	
	YEAR TO DATE					3360661.61-	
	BUDGET BALANCE					3360661.61	
	Revenue From Use of Money		MAJOR-015010				
015010-0001	Interest Earned - Bank Deposits	9/12/2023	B.FWD.			.00	.00
	-APPROPRIATION ENTRY-	2023/07 7/01/2023	BA-001-0000250	-			3,000.00-
	-TREASURER CASH REPORT	2023/07 7/31/2023	CS-001-20230731	-	.00	2,132.46-	
	-TREASURER CASH REPORT	2023/08 8/31/2023	CS-001-20230831	-	.00	2,016.97-	
	-TOTAL-				.00	4,149.43-	
						4,149.43-*	1,149.43

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMOUNT		YEAR-TO-DATE	\$ BUDGET \$
				DEBITS	CREDITS		
	** EDA FUND **		FUND#-501				
	Revenue From Use of Money		MAJOR-015010				
015010-0001	Interest Earned - Bank Deposits						
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					4149.43-	
	ENCUMBRANCE					.00	
	YEAR TO DATE					4149.43-	
	BUDGET BALANCE					1149.43	
	Rent of General Property		MAJOR-015020				
015020-0001	Rent of General Property	9/12/2023	B.FWD.			.00	.00
	-APPROPRIATION ENTRY-	2023/07 7/01/2023	BA-001-0000250	-			129,000.00-
	-TREASURER CASH REPORT	2023/07 7/17/2023	CS-001-20230717	-	.00	10,552.96-	
	-TREASURER CASH REPORT	2023/08 8/18/2023	CS-001-20230818	-	.00	21,105.92-	
	-TREASURER CASH REPORT	2023/09 9/26/2023	CS-000-20230926	-	.00	10,552.96-	
	-TOTAL-				.00	42,211.84-	42,211.84-
						42,211.84-*	86,788.16-
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					42211.84-	
	ENCUMBRANCE					.00	
	YEAR TO DATE					42211.84-	
	BUDGET BALANCE					86788.16-	
	Trans to GF for EDA Expenses		MAJOR-995000				
995000-0100	Trans to GF for EDA Expenses	9/12/2023	B.FWD.			.00	.00
	-APPROPRIATION ENTRY-	2023/07 7/01/2023	BA-001-0000250	-			48,750.00
	-TOTAL EXPENDITURE-				.00	.00	
						.00 *	48,750.00
DEPT TOTAL.....	BALANCE FORWARD					.00	
	CURRENT MONTH					.00	
	ENCUMBRANCE					.00	
	YEAR TO DATE					.00	
	BUDGET BALANCE					48750.00	
FUND TOTAL.....	A S S E T S		.00 3,246,432.44		3,246,432.44		
FUND TOTAL.....	L I A B I L I T Y		.00 3,886,856.87-		3,886,856.87-		
FUND TOTAL.....	R E V E N U E		.00 46,361.27-		46,361.27-		
FUND TOTAL.....	E X P E N S E		.00 .00		.00		
FUND TOTAL.....			.00 686,785.70-		686,785.70-		
FUND TOTAL.....	ENCUMBRANCE				.00		
COMPANY TOTAL.....	A S S E T S		.00 3,246,432.44		3,246,432.44		
	Trans to GF for EDA Expenses		MAJOR-995000				
COMPANY TOTAL.....	L I A B I L I T Y		.00 3,886,856.87-		3,886,856.87-		
COMPANY TOTAL.....	R E V E N U E		.00 46,361.27-		46,361.27-		
COMPANY TOTAL.....	E X P E N S E		.00 .00		.00		
COMPANY TOTAL.....			.00 686,785.70-		686,785.70-		

Tax Map No. _____

Exempt from Taxation Pursuant to Va. Code §§ 58.1-811(A)(3) and 58.1-811(C)(4)

**DEED OF DEDICATION
AND RESTRICTIONS
ECONOMIC DEVELOPMENT AUTHORITY OF AMELIA COUNTY, VIRGINIA**

Amelia County Regional Commerce Park

THIS DEED OF DEDICATION AND RESTRICTIONS is made and entered into this _____, day of _____, 2023 by the Economic Development Authority of Amelia, County, Virginia.

WITNESSETH:

WHEREAS, the Economic Development Authority of Amelia County, Virginia (hereinafter, **the "Owner"** or the "EDA") owns certain real property located at 19700-19720 Patrick Henry Hwy, Jetersville, Va. 23803 (the "Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, the Owner desires to dedicate the Property for use as a regional commerce park and to establish a general plan for the orderly, consistent and compatible improvement, development and use of the Property, to protect and enhance long-term property values, protect owners and lessees in the Property against improper and incompatible uses within the Property, provide pleasant and productive working environments, to ensure the construction and maintenance of high-quality buildings integrated into an attractively landscaped environment, and to promote development of the community and enhancement of the region.

NOW, THEREFORE, the Economic Development Authority of Amelia County, Virginia hereby dedicates the Property for use as a regional commerce park and does hereby freely and voluntarily declare that the following protective covenants, restrictions, conditions and limitations (collectively the "Covenants") shall apply to the Property.

1. PURPOSE.

The Covenants, contained herein are intended to run with the land and each and every part thereof, insofar as federal, state, and local laws permit, and are intended to ensure proper use and appropriate development and improvement of the Property so as to:

1. Protect the owners and tenants of parcels located in the regional commerce center against such improper development and use of surrounding parcels as will depreciate value and use.
2. Prevent the erection of structures constructed of improper or unsuitable materials or with improper quality and methods of construction.
3. Ensure reasonably consistent development of the Property in keeping with the overall goals of Amelia County Regional Commerce Park to promote quality development.
4. Encourage and ensure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function.
5. Ensure the construction of adequate off-street parking and loading facilities.

6. Establish and preserve public open spaces for the enjoyment and benefit of occupants, tenants, owners, and the public.
7. Promote the compatibility of the development and use of parcels within the Property with the integrity, beauty, character and preservation of the environment and water resources.
8. Promote the welfare and safety of occupants, tenants, owners of parcels within the Property, and the community.
9. Promote economic development, job creation and the expansion of the county tax base.

2. APPLICABILITY AND EFFECT.

These Covenants shall be applicable to all parcels now held by the EDA and located at 19700-19720 Patrick Henry Hwy, Jetersville, Va. 23803 within Amelia County, and commonly known as the Amelia County Regional Commerce Park and shall become effective upon recordation in the Amelia County Circuit Court Clerk's Office.

3. DEFINITIONS:

The terms indicated on boldface type below shall have the accompanying meaning for purposes of the Covenants.

Aggressive Non-Native Species shall mean those species of plants which are not indigenous to Amelia County and which, when planted in the County, can be expected to spread quickly beyond their immediate location (e.g., by rapid growth, excessive sucker growth, allelopathy, out-competing native species, profile reproduction, or wide dissemination of seeds).

Greenspace Areas shall mean natural or naturalized areas, Maintenance of these areas may include being mowed or "bush-hogged" only occasionally (e.g., twice per year).

Landscaped Area shall mean all parts of the site which are not covered by buildings or paving, and which are not being set aside as greenspace areas as defined in the applicable Site Plan.

Nuisance Non-Native Species shall mean those species of plants which are not indigenous to Amelia County and which, when planted here, can be expected to produce unpleasant odors, prolific fruit seeds, excessive trash or twig drop, or other hazards to the general public, such as skin irritation.

Property shall mean any and all real property owned by the Economic Development Authority of Amelia County, Virginia located at 19700-197290 Patrick Henry Hwy, Jetersville, Va. 23803 within the Amelia County Regional Commerce Park.

Parcel shall mean any lot within the Property, or any area within the Property designated on the approved site plan for development, excluding publicly owned greenspace, preservation, and other common areas, and roads, within the Property.

Plan of Development (POD) shall mean a detailed description of how a Parcel, or portion thereof, is to be developed. It shall include, but is not limited to, construction schedule; building design and location; roof design; accessory structures; outdoor equipment location; outdoor storage areas; parking plan; setback areas; loading areas, signage plan; exterior lighting plan; utility plan; vegetative screening and/or fencing plan; contour lines; storm water management plan; greenspace areas; and landscape installation and maintenance plan, in addition to any other Site Plan requirements contained in the Amelia County Code of Ordinances.

Site Plan shall mean a detailed description of how a Parcel, or portion thereof, is to be developed as required by Amelia County Code of Ordinances.

Amelia County or County shall mean Amelia County, Virginia, an independent political subdivision of the Commonwealth of Virginia.

Economic Development Authority (EDA) shall mean the Amelia County Economic Development Authority, an independent political subdivision of the Commonwealth of Virginia. The EDA, or its designee, is the acting authority in relation to these Protective Covenants and Restrictions.

4. PERMITTED AND PROHIBITED USES.

4.1 PERMITTED USES

The Property and any improvements thereon, and any Parcels divided from the Property may only be used for uses as permitted under the applicable provisions of the Amelia County Zoning Ordinance, including but not limited to M-1 and M-2 uses as set forth therein.

4.2 PROHIBITED USES

Any and all uses not specifically permitted pursuant to Section 4.1 in compliance with Amelia County Zoning Ordinance shall be prohibited. Notwithstanding the foregoing, all mining and residential uses shall be prohibited on the Property.

5. DEVELOPMENT STANDARDS

5.1 GENERAL

A variety of architectural design and materials shall be permitted; however, the architecture shall be compatible with other uses located in Amelia County Regional Commerce Park and must reflect a high-quality corporate image.

5.1.1 Plan of Development

A Plan of Development (“POD”) detailing planned improvements, including proposed contour lines, shall be prepared by the purchaser of any Parcel prior to initiation of construction addressing the standards enumerated in Sections 5 through 12 herein and submitted for approval of the EDA, which reserves the right to require that all or selected portions of any plan be prepared by a licensed engineer(s) or other appropriate professionals. The development of the Parcel may be phased over time. The purchaser shall indicate the proposed phasing of the development of the Parcel. Each phase of development shall have an approved POD prior to development. The POD shall be submitted to the EDA within six months after transfer of the parcel. The EDA may grant extensions for submission of the POD. The POD shall include a proposed construction schedule; building design and location; roof design; accessory structures; outdoor equipment location; outdoor storage areas; setback areas; loading areas; utility plan; vegetative screening and/or fencing plan; contour lines; and greenspace areas. The POD shall likewise include a landscape installation and maintenance plan, signage plan, storm water management plan, parking plan and exterior lighting plan.

The EDA approved POD shall be retained by the EDA and the County and shall be compared to the construction plans submitted as part of any request for a building permit. In addition, a final, approved Site Plan, as required by the County, shall be submitted to the EDA. Under no circumstances shall construction begin prior to approval of the POD by the EDA and the final Site Plan by the County. Any

variations, expansions, renovations, or redirected use of a Parcel must be reviewed and approved by the EDA, in addition to any approvals required by the County, prior to the issuance of a building permit.

5.1.2 Subdivision of Parcels

No Parcel shall be subdivided without the written consent of the EDA. Requests to subdivide Parcels shall be submitted to the EDA in writing. Notwithstanding the foregoing, the EDA reserves the right to subdivide any Parcel owned by the EDA.

5.1.3 Inspection

The EDA may from time to time at any reasonable hour enter and inspect any Parcel (excluding improvements) to ascertain compliance with these Covenants.

5.2 MATERIALS

The requirements of this Section 5.2 shall apply only to buildings constructed on parcels fronting U.S. Route 360 or Richardson Road. The exterior construction of the front side of buildings facing the above referenced roadways shall be of stone, brick, timber frame, architectural block, concrete (reinforced, precast, poured in place, Hardie board or tilt-up), split-faced units, glass, Exterior Insulation Finish System (EIFS) (e.g., DRYVIT), or a combination of any of these materials or of any of these materials with metal or otherwise approved by the site plan. The exterior construction of sides other than the front may be of the above materials or of metal or faced (e.g., stuccoed) concrete masonry units. The front side of the building shall generally mean that side seen when entering the Parcel. If the side seen when entering the Parcel is other than the side facing the main public road, the EDA shall determine which side is considered the front for purposes of this paragraph 5.2.

5.3 ACCESSARY STRUCTURES

The POD and approved Site Plan shall control the development of Parcels within the Property. No additional or accessory buildings or structures may be constructed which are not identified on the approved POD without approval of the EDA.

5.4 EQUIPMENT

The EDA, in its discretion, may require the provisions of this section to be implemented for any proposed development on the Property, depending on the location, visibility, and nature of the proposed development:

Transformers or similar above-ground equipment shall be screened to soften the lines of the object. Dumpsters, recycling equipment and containers, compactors, bailers and other waste management equipment and waste containers shall be located on grade at the rear of the building unless otherwise approved by the EDA in writing. All such containers and equipment shall be screened so as to not be visible from any public roadway or right-of-way, adjoining Parcel, greenspace, lake or pond area. A year-round, continuous visual screen of the area shall be maintained by the owner or tenant of the Parcel.

To the extent that such screening interferes with their normal operation, screening will not be required for antennas, satellite downlink and uplink facilities, or microwave installations, provided, however, that all service connections to such facilities and devices shall be underground unless a part of a structure. Placement of such facilities shall be indicated on the POD.

5.5 ROOFS

All roofing surfaces contained on a particular Parcel shall be addressed in the POD.

5.6 FENCING

The use of fencing on any Parcel, other than for required screening of equipment or outdoor storage areas, shall be addressed in the POD.

5.7 OUTDOOR STORAGE

The requirements of this Section 5.7 shall apply only to parcels fronting U.S. Route 360 or Richardson Road and to facilities otherwise clearly visible from either of those roadways.

All outdoor storage areas or facilities shall be included in the Site Plan and should be designed, located, or screened such that they are not visible from any adjoining Parcel or publicly maintained roadway. This may be accomplished by a landscape berm and/or continuous evergreen buffer. All Screening plantings must be of a size and density at the time of planting sufficient to provide a continuous visual screen of the area. Vinyl-coated chain link fencing with vinyl slats may be used to screen outdoor storage areas provided that the exterior perimeter of the fence is extensively landscaped with, at least, evergreen plantings and trees. Temporary storage that would be visible from any public roadway may be permitted on a temporary basis upon written approval of the EDA.

Accumulation of unusable equipment, damaged finished materials and products, and any other materials, substances, machinery, and parts may be permitted on a temporary basis and upon written approval of the EDA.

5.8 MAINTENANCE

Each owner, tenant, or occupant of any Parcel shall maintain the buildings, grounds, and improvements in a safe, neat, clean, and maintained condition and shall comply in all respects with all governmental statutes, ordinances, and regulations.

Each owner, tenant, or occupant shall remove, at their own expense, any rubbish or trash which may accumulate on their Parcel. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean, neat, and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burying or burning.

The EDA shall have the right to remove, or have removed, any rubbish, trash, garbage, waste or other items accumulated on any Parcel after (10) days written notice to the owner of such Parcel. If the owner of the Parcel has failed to remove such rubbish, trash, garbage waste or other accumulated items within 10 days of such notice, the EDA shall have the right to remove and dispose of such items in any manner that the EDA sees fit, and the owner or lessee of such Parcel shall be solely responsible for the cost of removal and any accompanying environmental remediation required as a result of the owner or lessee's failure to remove such rubbish, trash, garbage, waste or other items accumulated upon such Parcel.

6. REGULATION OF IMPROVEMENTS

No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Parcel unless in conformity with the required site plan and these Covenants.

6.1 SETBACKS

No improvements shall be constructed, erected, maintained, or permitted within 200 ft. of the northern boundary of the Amelia County Regional Commerce Park.

Minimum setbacks shall be as required by the approved Site Plan by Amelia County.

The EDA reserves the right to dedicate and construct utility and drainage easements within the setback area as shown upon the approved site plan.

6.2 UTILITIES

All utility services, except those in existence at the time of recordation of these Covenants, including power, natural gas, telephone, fiber optic, sanitary sewer, or water lines shall be installed underground with the exception of overhead lines which may be located along interior lot lines after approval by the EDA. Gas storage tanks and transformers required to be placed above ground shall be screened to the greatest extent possible.

6.3 GRADING

Cut slopes and fill slopes shall have rounded edges or as otherwise required by the Amelia County Erosion and Sediment Control Ordinance or other applicable state and local laws. Modifying the surface to simulate the natural landforms or existing terrain, for the purpose of blending the slope into its surroundings and minimizing the artificial look is encouraged, as is the use of tree plantings and other landscaping to further obscure the visual impact of the slope. The preservation of the existing natural environment is encouraged whenever possible, and shall be considered for purposes of site plan review.

7. PARKING STANDARDS

7.1 GENERAL

Each Parcel shall contain all required parking for ultimate buildout within the Parcel and shall be appropriately documented in the site plan. Off-site parking shall not be permitted. Parking shall not be permitted on any street or roadway within or adjacent to the Property. Owners of Parcels and their tenants shall be responsible for communicating this requirement to their employees and visitors. On-street parking shall result in the vehicles being towed, and it shall be the responsibility of the vehicle owner to recover the car and pay all towing and storage costs. EDA shall not be liable for any damages as a result of towing of vehicles parked on-street.

7.2 REQUIRED PARKING

A parking plan shall be included in the site plan, and shall address the operational realities of the business, including, but not limited to, the number of employees the building will accommodate, the number of shifts anticipated, and the number of anticipated visitors and deliveries to the site.

Parking areas may be constructed on any part of a Parcel as delineated in the site plan except the required setback areas.

7.4 ACCESS AND PARKING

All access and parking areas shall be constructed with a suitable material to provide a smooth, even surface as approved in the site plan. All vehicle parking shall be confined to these areas.

7.5 LANDSCAPING

The Site Plan shall include any proposed landscaping within parking lots.

7.6 OFF-STREET LOADING AREAS

The site plan shall include provisions for accommodating all truck service entirely within the Parcel. No on-street loading areas shall be permitted. No off-street loading areas shall be located within the required setback adjoining any boundary.

8. SIGN STANDARDS

8.1 GENERAL

A signage plan shall be a part of the site plan for the Parcel. Signs shall relate only to organizations, goods, services, or activities located on the Parcel upon which the sign is located. No billboards or outdoor advertising shall be permitted.

No moving signs or flashing lights, roof-top signs, or pole-mounted signs shall be permitted.

All signage on a Parcel shall be uniform in appearance and design. Signage shall be uniform in materials, color scheme, lettering style and proportional to the lot and building.

Departure from the signage plan contained in the site plan must be resubmitted for approval prior to any erection, construction or placement of signage.

In addition, all applicable Amelia County Zoning Ordinance provisions and other applicable state and local standards shall apply to signs erected on any Parcel developed on the Property.

9. LANDSCAPING STANDARDS

9.1 GENERAL

The site plan for each Parcel shall include the landscape design for the site and a plan for maintenance of landscaped areas.

All open areas on each Parcel not left in their undisturbed natural state or occupied by buildings, structures, outdoor storage areas, paved areas, parking areas, loading areas, driveways, or walkways shall be suitably graded and drained and shall be landscaped with lawns, trees, shrubs, or suitable ground cover as soon as is practicable during construction. A reasonable proportion of the landscape area, as determined by the EDA in the site plan review process, shall be landscaped with trees, shrubs or other such landscaping that is more substantial than open lawn space. Such reasonable proportion of landscaping area to be dedicated to trees, shrubs or other more substantial landscaping shall not to be less than 15% of the total landscape area of the Parcel,

All landscaping required hereunder or otherwise to be provided on any Parcel shall be completed within 60 days after the substantial completion of any buildings to be constructed on the Parcel. Provided, however, if weather conditions do not at such time permit completion, then such landscaping shall be completed as soon thereafter as weather conditions permit.

9.2 PLANT SELECTION

Use of plant species which are native to the region is encouraged. Diversity of species within each site must be considered. Aggressive or nuisance non-native species shall not be introduced into, or permitted to remain upon the Property.

9.3 MAINTENANCE

All landscaping and/or natural areas on each Parcel and on the landscaped portion of any abutting street shall be properly maintained by the owner or tenant of the Parcel. Maintenance shall include all necessary

planting, cutting, watering, fertilizing, seeding, spraying, pruning, weeding, required replacement of vegetation, and any washouts or other erosion control issues that may occur. The EDA shall have the right to perform necessary maintenance after ten days written notice to the owner of the Parcel and the Parcel owner or lessee shall be responsible for the cost of such maintenance.

10. EXTERIOR LIGHTING

10.1 GENERAL

Exterior lighting shall be consistent throughout all Parcels located within the Property. All lighting systems shall be designed so as not to produce significant illumination or glare beyond the Parcel on which it is located. A lighting plan shall be included as part of the Site Plan and shall include all necessary specifications, including but not limited to the foot-candles and light spillover on adjacent property. All electric wiring shall be installed underground. In addition to lighting provisions set forth herein, all lighting shall comply with all applicable building codes.

10.2 MOUNTING HEIGHT

The maximum permitted mounting height for any lighting fixture shall be 25 feet without the written approval of the EDA. Fixtures designed to illuminate pedestrian walkways shall have a maximum height of 12 feet.

10.3 LIGHTING TYPE

Low bollard fixtures and landscape lighting are recommended for walks and building entries.

To minimize glare and light spillover, light fixtures greater than 12 feet tall shall use luminaries with cut-off optics, light-diffusing shields, or equivalent.

Lighting systems will be designed to achieve an average maintained horizontal illumination level at the ground surface of 1-2 foot-candles, with luminaries spaced to achieve a uniformity ratio (average-to-minimum) of 6:1 within the lighted area

10.4 BUILDING AND SIGN ELUMINATION

Building and sign accent illumination shall be installed and aimed so that glare will neither hinder vehicular or pedestrian traffic, nor present a hindrance to operations on-site or on any adjacent Parcel.

Building-mounted floodlights are permitted only if they are shielded so that direct glare is not visible from surrounding properties and adjoining roadways.

11. NOISE

It is the intent of this covenant to promote an environment within the Property free from noise that jeopardizes the health or welfare of or that creates annoyance to the owners, tenants, or occupants of the Property and the adjoining environs. Therefore, no person or enterprise shall make, continue, permit, or cause to be made, continued, or permitted, any noise disturbance within the Property not necessary and customary to permitted commercial and industrial uses. Noise shall be minimized to the maximum extent practical.

12. ENVIRONMENTAL PROTECTION

All owners, tenants, and occupants shall use and manage their Parcel and conduct their operations in a manner which ensures continuous compliance with all applicable local, state, and federal environmental laws, ordinances, regulations, rules, policies, and procedures.

13. RIGHT OF FIRST REFUSAL CONDITIONS

In the event that any Owner of a Parcel within the Property shall receive a bona fide offer to buy any unimproved Parcel or portion thereof in accordance with the terms of these Covenants, such owner shall, before consummating such a sale, present to the EDA, in affidavit form, the terms and conditions of such proposed sale for approval. The EDA reserves the right to purchase said property within 60 days thereafter upon the same terms and conditions contained in such bona fide offer made to the owner by any third party.

Uses upon resale shall be only as allowed by these Covenants and approved by the EDA. Nothing herein shall be deemed to permit a subdivision of any Parcel located within the Property without the prior written consent of the EDA as required in Paragraph 5.1.2.

14. AMENDMENTS

These Covenants may be amended at any time by majority vote of the EDA, with the written consent of the owners of more than fifty percent (50%) of the land area of the Property then subject to these Covenants. Amendments shall be recorded in the Amelia County Circuit Court Clerk's Office, and shall become effective upon such recordation.

15. ENFORCEMENT

The EDA or its designee reserves the right and duty to enforce these Covenants.

16. SEPARABILITY

Invalidation of any one of these restrictions by judgment, court order, or legislation shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. TERM OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years or unless and until recordation of a release of restrictions approved by majority vote of the EDA and with the consent of the owners of more than fifty percent (50%) of the land area of the Property then subject to these Covenants as provided in Article 14, herein.

These covenants shall be subject to all prior easements, covenants, restrictions, agreements and conditions of record and legally applicable to the Property.

EXHIBIT A