# Staunton River Regional Industrial Facility Authority

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

## AGENDA

**December 23, 2025**

**12:00 P.M.**

**County Administration Conference Room**
**1 Center Street**
**Chatham, Virginia**

**County of Pittsylvania Members**
Darrell W. Dalton
Tim W. Dudley, Chairman
Robert M. Tucker, Jr., Alternate

**City of Danville Members**
Sherman M. Saunders
L.G. "Larry" Campbell, Jr.
James B. Buckner, Alternate

**Town of Hurt Members**
Gary K. Hodnett, Vice Chairman
Gary N. Poindexter
Alice S. Bond, Alternate

**Staff and Other Officers**
Vincent E. Shorter, Pittsylvania County Administrator Officer
Kenneth F. Larking, Danville City Manager Officer
Gary K. Hodnett, Hurt Town Manager Officer
Michael C. Guanzon, Esq., Christian & Barton, L.L.P., Legal Counsel to Authority
Hollye M. Keesee, Authority Secretary
Kim Van Der Hyde, Authority Treasurer
Matthew D. Rowe, Director of Economic Development, Pittsylvania County
Corrie T. Bobe, Director of Economic Development, City of Danville

**Regular Meeting of the**
**Staunton River Regional Industrial Facility Authority**

**December 23, 2025**

**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 must identify himself/herself and state his/her address, and each speaker shall be limited to a total of three (3) minutes for comments. *[Please note that the public comment period is not a question-and-answer session between the public and the Authority.]*

**4. APPROVAL OF MINUTES OF THE DECEMBER 15, 2025 MEETING AND REVIEW AND APPROVAL OF THIS AGENDA**

**5. NEW BUSINESS**

A. Consideration of Resolution No. 2025-12-23-5A, authorizing the negotiation, execution and delivery of assignments to the Authority of agreements between Hurt Partners, LLC and the Gibson Living Trust, HHTS LLC, and Larry Michael Robertson for the purchase of certain real property (GPINs: 2546-13-9744, 2546-34-2137, 2545-58-4213, 2545-43-3370, AND 2546-23-5575) located in Pittsylvania County, Virginia.

B. Consideration of Resolution No. 2025-12-23-5B authorizing the negotiation, execution and delivery by the Authority of an agreement to purchase certain real property (GPIN 2546-63-3421) located in Pittsylvania County, Virginia, from the Town of Hurt, Virginia.

C. Consideration of Resolution No. 2025-12-23-5C authorizing the Chairman and Vice Chairman, either of whom may act independently of the other, of the Authority to assign any one or more of its rights under various contracts to purchase certain real property located in Pittsylvania County, Virginia, to a company with whom the Authority has entered or intends to enter into a local performance agreement, or to any entity that company may designate in writing to take the assignment in its place (GPINs: 2545-17-5853, 2545-05-8832, 2546-12-3690, 2546-03-9755, 2546-02-6006, 2546-00- 3217, 2545-08-5760, 2546-13-9744, 2546-34-2137, 2545-43-3370, 2546-23-5575, 2546-55-4032, 2546-30-5577, 2545-79-8670, 2545-48-6913, 2546-63-3421, and 2545-58-4213).

6. 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 Virginia Code § 2.2-3711(A)(5) for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in Pittsylvania County, Virginia; and

B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) 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 (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Multimodal Park, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2- 3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); 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, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and

D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel; and

E. As permitted by Virginia Code § 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

**RETURN TO OPEN SESSION**

A. Confirmation of Motion and Vote to Reconvene in Open Meeting

B. Motion to Certify Closed Meeting

7. **COMMUNICATIONS FROM:**

A. Authority Staff

B. Authority Board Members

8. **ADJOURN**

**Resolution No. 2025-12-23-5A**

**A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF ASSIGNMENTS TO THE AUTHORITY OF AGREEMENTS BETWEEN HURT PARTNERS, LLC AND THE GIBSON LIVING TRUST, HHTS LLC, AND LARRY MICHAEL ROBERTSON FOR THE PURCHASE OF CERTAIN REAL PROPERTY (GPINs: 2546-13-9744, 2546-34-2137, 2545-58-4213, 2545-43-3370, AND 2546-23-5575) LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA.**

**WHEREAS**, the Staunton River 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**, as part of the Authority's Southern Virginia Multimodal Park project, located in Hurt, Virginia (the "**SVMP**"), Hurt Partners, LLC ("**Partners**") entered into certain agreements for the purchase and sale of real estate as follows:

- Agreement with Gibson Living Trust dated February 25, 2025 for GPINs 2546-13-9744 and 2546-34-2137.

- Agreement with HHTS LLC dated February 28, 2025 for GPIN 2545-58-4213.

- Agreement with Larry Michael Robertson dated February 27, 2025 for GPINs 2545-43-3370 and 2546-23-5575

**WHEREAS**, the Authority and Partners desire to assign Partners' interest in these contracts to the Authority, as more fully described in the Assignment Agreements, attached here to as **<u>Exhibit A, Exhibit B, and Exhibit C</u>**, and incorporated herein by this reference (the "**Assignment Agreements**"), for each of the leased parcels; and

**WHEREAS,** the Authority has hereby determined, in open session, that the Assignment Agreements, in furtherance of the development and marketing of the SVMP, serve the purpose of the Authority to enhance the economic base of Pittsylvania County, Virginia (the "**County**"), the Town of Hurt, Virginia (the "**Town**"), and the City of Danville, Virginia (the "**City**") by developing, owning, and operating the SVMP on a cooperative basis involving the County, the Town, and the City, and that it is in the best interests of the Authority and the citizens of the County, the Town, and the City for the Authority to authorize, approve, execute and adopt in all respects the Assignment Agreements.

**NOW, THEREFORE, BE IT RESOLVED,** that:

1. The Authority hereby approves negotiation, execution and delivery of the Assignment Agreements. The Authority hereby authorizes the Hurt Town Manager Officer, the Pittsylvania County Administrator Officer, and the Danville City Manager

Officer, (collectively, the "**Officers**") to further negotiate and amend the Assignment Agreements, on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such agreements or amendments by the Officers to conclusively establish the approval of any such amendments. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend and to execute and deliver the Assignment Agreements, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments as consulted by and between the Chairman and Vice Chairman.

2. The Authority hereby authorizes and directs the Hurt Town Manager Officer, the Pittsylvania County Administrator Officer, and the Danville City Manager Officer, acting jointly as required under the Bylaws, and the Authority's 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 Assignment Agreements, 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 Assignment Agreements and the matters contemplated therein.

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

## CERTIFICATE

I, the undersigned Economic Development Director for Pittsylvania County, Virginia, signing on behalf of the Secretary of the Staunton River 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 Staunton Regional Industrial Facility Authority at a regular meeting duly called and held on December 23, 2025, 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 this 23th day of December 2025.

________________________________________
**MATTHEW D. ROWE**
Economic Development Director for Pittsylvania County, Virginia
On behalf of Staunton River Regional Industrial Facility Authority

(SEAL)

**Resolution No. 2025-12-23-5A**

## Exhibit A

(Hurt Partners, LLC Assignment – Gibson Living Trust)

## Exhibit B

(Hurt Partners, LLC Assignment – HHTS LLC)

## Exhibit C

(Hurt Partners, LLC Assignment – Larry Michael Robertson)

# ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND

**THIS ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND** (this **"Assignment"**), is effective as of the __ day of___________, 2025 (the "**Effective Date**"), by **HURT PARTNERS, LLC**, a North Carolina limited company ("**Assignor**") and **STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**Assignee**").

## RECITALS:

A. Assignor, as Buyer, and Gibson Living Trust, as Seller, entered into that certain Agreement for Purchase and Sale of Land dated as of February 25, 2025 ("**Original Agreement**") for certain real property located in the County of Pittsylvania, Virginia, and more particularly described in the Original Agreement (the "**Property**"). Assignee, in place of and on behalf of Assignor, then entered into that certain First Amendment to Real Estate Purchase Agreement dated September 30, 2025 with Seller ("**Amendment**"), which Assignor now ratifies and joins with as if Assignor had signed the Amendment itself. The Original Agreement and Amendment shall hereinafter be referred to jointly as the "**Agreement**".

B. By the terms of this Assignment, Assignor wishes to assign to Assignee all of its right, title and interest in and to the Agreement from and after the Effective Date, and Assignee wishes to accept such assignment and assume Assignor's obligations in and to the Agreement from and after the Effective Date, as set forth below.

## AGREEMENTS:

For and in consideration of the premises, the mutual agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, interest, duties, and obligations in, to and under the Agreement from and after the Effective Date and all claims and rights that Assignor may have or to which Assignor may be entitled under or by virtue of the Agreement, including without limitation with respect to the Earnest Money (as defined in the Agreement). It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits and obligations conferred upon and undertaken by Assignor in the Agreement as though, and to the same extent as if, Assignee had been named the "Buyer" of the Property in the Agreement.

2. **Assumption**. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Agreement from and after the Effective Date.

3. **Representations**. Assignor represents and warrants that there are no defaults by Assignor under the Purchase Agreement and that, to Assignor's knowledge, there are no defaults by Seller under the Purchase Agreement.

4. **Ratification**. The parties hereto each hereby agree that the Agreement remains in full force and effect in all other respects and hereby ratify and confirm the same.

5. **Governing Law; Amendment**. This Assignment shall be interpreted under the laws of the Commonwealth of Virginia. It may not be amended other than by a written agreement executed by both Assignor and Assignee.

6. **Counterparts; Electronic Signature**. This Assignment may be signed in counterparts or by facsimile or other electronic transmission, each of which will be considered an original, but all of which, when taken together, will constitute one instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

[*SIGNATURE PAGE TO ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND*]

WITNESS the following signatures:

**ASSIGNOR:**

**HURT PARTNERS, LLC**, a North Carolina limited liability company

By: ___________________________ (SEAL)
Name: ________________________
Title: _________________________

**ASSIGNEE:**

**STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia

By: ______________________________________ (SEAL)
Vincent E. Shorter
County Administrator Officer

By: ______________________________________ (SEAL)
Kenneth F. Larking
City Manager Officer

By: ______________________________________ (SEAL)
Gary K. Hodnett
Town Mayor Officer

# ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND

**THIS ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND** (this **"Assignment"**), is effective as of the __ day of___________, 2025 (the "**Effective Date**"), by **HURT PARTNERS, LLC**, a North Carolina limited company ("**Assignor**") and **STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**Assignee**").

## RECITALS:

A. Assignor, as Buyer, and HHTS LLC, as Seller, entered into that certain Agreement for Purchase and Sale of Land dated as of February 27, 2025 (the "**Agreement**") for certain real property located in the County of Pittsylvania, Virginia, and more particularly described therein (the "**Property**").

B. By the terms of this Assignment, Assignor wishes to assign to Assignee all of its right, title and interest in and to the Agreement from and after the Effective Date, and Assignee wishes to accept such assignment and assume Assignor's obligations in and to the Agreement from and after the Effective Date, as set forth below.

## AGREEMENTS:

For and in consideration of the premises, the mutual agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, interest, duties, and obligations in, to and under the Agreement from and after the Effective Date and all claims and rights that Assignor may have or to which Assignor may be entitled under or by virtue of the Agreement, including without limitation with respect to the Earnest Money (as defined in the Agreement). It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits and obligations conferred upon and undertaken by Assignor in the Agreement as though, and to the same extent as if, Assignee had been named the "Buyer" of the Property in the Agreement.

2. **Assumption**. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Agreement from and after the Effective Date.

3. **Representations**. Assignor represents and warrants that there are no defaults by Assignor under the Purchase Agreement and that, to Assignor's knowledge, there are no defaults by Seller under the Purchase Agreement.

4. **Ratification**. The parties hereto each hereby agree that the Agreement remains in full force and effect in all other respects and hereby ratify and confirm the same.

5. **Governing Law; Amendment**. This Assignment shall be interpreted under the laws of the Commonwealth of Virginia. It may not be amended other than by a written agreement executed by both Assignor and Assignee.

6. **Counterparts; Electronic Signature**. This Assignment may be signed in counterparts or by facsimile or other electronic transmission, each of which will be considered an original, but all of which, when taken together, will constitute one instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

[*SIGNATURE PAGE TO ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND*]

WITNESS the following signatures:

**ASSIGNOR:**

**HURT PARTNERS, LLC**, a North Carolina limited liability company

By: ___________________________ (SEAL)
Name: ________________________
Title: _________________________

**ASSIGNEE:**

**STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia

By: _______________________________________ (SEAL)
Vincent E. Shorter
County Administrator Officer

By: _______________________________________ (SEAL)
Kenneth F. Larking
City Manager Officer

By: _______________________________________ (SEAL)
Gary K. Hodnett
Town Mayor Officer

# ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND

**THIS ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND** (this **"Assignment"**), is effective as of the __ day of___________, 2025 (the "**Effective Date**"), by **HURT PARTNERS, LLC**, a North Carolina limited company ("**Assignor**") and **STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**Assignee**").

## RECITALS:

A. Assignor, as Buyer, and Larry Michael Robertson, as Seller, entered into that certain Agreement for Purchase and Sale of Land dated as of February 27, 2025 ("**Original Agreement**") for certain real property located in the County of Pittsylvania, Virginia, and more particularly described therein (the "**Property**"). Assignee, in place of and on behalf of Assignor, then entered into that certain First Amendment to Real Estate Purchase Agreement dated September 30, 2025 with Seller ("**Amendment**"), which Assignor now ratifies and joins with as if Assignor had signed the Amendment itself. The Original Agreement and Amendment shall hereinafter be referred to jointly as the "**Agreement**".

B. Prior to entering into the Agreement, a preliminary contract was first signed by Assignor and Seller dated January 13, 2025 (the "**Preliminary Contract**"). There was no significant difference between the Preliminary Contract and the Agreement. The Preliminary Contract was void as of the date the Agreement was signed. The Agreement remains in full force and effect.

C. By the terms of this Assignment, Assignor wishes to assign to Assignee all of its right, title and interest in and to the Agreement from and after the Effective Date, and Assignee wishes to accept such assignment and assume Assignor's obligations in and to the Agreement from and after the Effective Date, as set forth below.

## AGREEMENTS:

For and in consideration of the premises, the mutual agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, interest, duties, and obligations in, to and under the Agreement from and after the Effective Date and all claims and rights that Assignor may have or to which Assignor may be entitled under or by virtue of the Agreement, including without limitation with respect to the Earnest Money (as defined in the Agreement). It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits and obligations conferred upon and undertaken by Assignor in the Agreement as though, and to the same extent as if, Assignee had been named the "Buyer" of the Property in the Agreement.

2. **Assumption**. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Agreement from and after the Effective Date.

3. **Representations**. Assignor represents and warrants that there are no defaults by Assignor under the Purchase Agreement and that, to Assignor's knowledge, there are no defaults by Seller under the Purchase Agreement.

4. **Ratification**. The parties hereto each hereby agree that the Agreement remains in full force and effect in all other respects and hereby ratify and confirm the same.

5. **Governing Law; Amendment**. This Assignment shall be interpreted under the laws of the Commonwealth of Virginia. It may not be amended other than by a written agreement executed by both Assignor and Assignee.

6. **Counterparts; Electronic Signature**. This Assignment may be signed in counterparts or by facsimile or other electronic transmission, each of which will be considered an original, but all of which, when taken together, will constitute one instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

[*SIGNATURE PAGE TO ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF LAND*]

WITNESS the following signatures:

**ASSIGNOR:**

**HURT PARTNERS, LLC**, a North Carolina limited liability company

By: ___________________________ (SEAL)
Name: ________________________
Title: _________________________

**ASSIGNEE:**

**STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia

By: _______________________________________ (SEAL)
Vincent E. Shorter
County Administrator Officer

By: _______________________________________ (SEAL)
Kenneth F. Larking
City Manager Officer

By: _______________________________________ (SEAL)
Gary K. Hodnett
Town Mayor Officer

**Resolution No. 2025-12-23-5B**

**A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY BY THE AUTHORITY OF AN AGREEMENT TO PURCHASE CERTAIN REAL PROPERTY (GPIN 2546-63-3421) LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, FROM THE TOWN OF HURT, VIRGINIA.**

**WHEREAS**, the Staunton River 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**, as part of the Authority's Southern Virginia Multimodal Park project, located in Hurt, Virginia (the "**SVMP**"), the Authority wishes to enter into an agreement with the Town of Hurt, Virginia for the purchase of real estate owned by the Town of Hurt with the GPIN 2546-63-3421, such agreement being attached hereto as **Exhibit D** (the "**Town Agreement**") and incorporated herein by this reference; and

**WHEREAS,** the Authority has hereby determined, in open session, that the Town Agreement, in furtherance of the development and marketing of the SVMP, serves the purpose of the Authority to enhance the economic base of Pittsylvania County, Virginia (the "**County**"), the Town of Hurt, Virginia (the "**Town**"), and the City of Danville, Virginia (the "**City**") by developing, owning, and operating the SVMP on a cooperative basis involving the County, the Town, and the City, and that it is in the best interests of the Authority and the citizens of the County, the Town, and the City for the Authority to authorize, approve, execute and adopt in all respects the Town Agreement.

**NOW, THEREFORE, BE IT RESOLVED,** that:

1. The Authority hereby approves negotiation, execution and delivery of the Town Agreement. The Authority hereby authorizes the Hurt Town Manager Officer, the Pittsylvania County Administrator Officer, and the Danville City Manager Officer, (collectively, the "**Officers**") to further negotiate and amend the Town Agreement, on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of this and any amendments by the Officers to conclusively establish the approval of any such amendments. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend and to execute and deliver the Town Agreement, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments as consulted by and between the Chairman and Vice Chairman.

2. The Authority hereby authorizes and directs the Officers, acting jointly as required under the Bylaws, and the Authority's 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 Assignment Agreements, 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 Assignment Agreements and the matters contemplated therein.

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

## CERTIFICATE

I, the undersigned Economic Development Director for Pittsylvania County, Virginia, signing on behalf of the Secretary of the Staunton River 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 Staunton Regional Industrial Facility Authority at a regular meeting duly called and held on December 23, 2025, 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 this 23th day of December 2025.

________________________________________
**MATTHEW D. ROWE**
Economic Development Director for Pittsylvania County, Virginia
On behalf of Staunton River Regional Industrial Facility Authority

(SEAL)

## <u>Exhibit D</u>

(Town of Hurt Agreement)

# REAL ESTATE PURCHASE AGREEMENT

TAX PARCEL ID: 2546-63-3421

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement"), made this ____ day of October, 2025, by and between the **TOWN OF HURT**, a municipal corporation of the Commonwealth of Virginia ("**Seller**"), and **STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, whose address is 1 Center Street, P.O. Box 426, Chatham, Virginia 24531, and its assignees ("**Buyer**").

## WITNESSETH

WHEREAS, the Seller hereby agrees to sell, and the Buyer hereby agrees to buy the hereinafter described real estate upon the terms and conditions set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

## PROPERTY

A. The Seller agrees to sell, and the Buyer agrees to buy that certain lot or parcel of land, located in Pittsylvania County, Virginia, as more particularly described in Schedule A attached to this Agreement, and consisting of a portion of **Tax Parcel No. 2546-63-3421** containing approximately **115 acres** more or less (the "**Property**"). The Property includes any improvements thereon and with all appurtenances thereunto pertaining.

## CHATTELS

No chattels are included in the purchase price of the property.

## PURCHASE PRICE

The purchase price for the real estate is FIFTEEN THOUSAND and no/100 DOLLARS ($15,000.00), per acre, the exact acreage to be determined by a survey to be performed at Buyer's expense with the total price to be calculated based on the said survey which will be payable to the Sellers as follows: The entirety of the purchase price for the above-described realty (except for the Deposit defined below) shall be due and payable in full by wired transferred funds due at closing ("**Closing**").

## EARNEST MONEY DEPOSIT

Concurrent with the execution of this Agreement, the Buyer shall deliver to the Sellers the sum of One Dollar ($1.00) (the "Deposit"). The Deposit shall be: (1) applied to the purchase price at Closing, or (2) should the Closing not occur, such deposit will be paid to the Sellers by the Settlement Agent or in the event of a Noncompliance Termination (as defined below), the Deposit instead shall be refunded to Buyer.

A "Noncompliance Termination" shall mean any termination by the Buyer which results from (a) any material breach of this Agreement by Seller and all applicable cure periods, if any, have expired; (b) Seller's inability to convey to Buyer good, insurable and marketable title to the Property, subject only to the Permitted Exceptions (as hereafter defined); (c) Buyer's inability to obtain an owner's title insurance policy, 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 the Seller, at the Seller's option, within ninety (90) days after receipt by the Seller of written notice from the Buyer of the nature and location of such Hazardous Materials on or in the Property.

## CLOSING DATE, POSSESSION DATE AND PRORATIONS

Delivery of the deed and the payment of the purchase price in full as described herein above and the possession of the Property will take place on or before March 24, 2026, provided that all contingencies in the Agreement being fulfilled, via escrow closing conducted by the Settlement Agent or at such other date and time as agreed upon by the parties hereto. Possession, free and clear of all leases and licenses, shall be given at Closing, unless otherwise agreed in writing by the parties. Seller shall pay or otherwise discharge as a monetary lien against the Property all judgments and mortgages, deeds of trust and other 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.

Seller is exempt from Real estate taxes imposed by Pittsylvania County, Virginia and Buyer shall be liable for same for the remaining period of the year after closing.

## CLOSING CONTINGENCY – APPROVAL BY THE SELLER'S GOVERNING BODY

The parties acknowledge that the Seller is a political subdivision of the Commonwealth. Accordingly, notwithstanding anything to the contrary set forth herein, as provided under Virginia law, the obligations of the Seller under this Agreement are subject to and dependent upon annual and other appropriations being made from time to time by the governing body of the Seller, for such purpose. Moreover, the Seller may not proceed to Closing without approval of its governing body and an appropriation for Closing costs and other expenses of Seller. As such, in the event that such Closing contingency is not satisfied on or before the Closing date, then, this Agreement shall automatically terminate and the Deposit shall be paid to the Buyers, and neither party shall have any further obligations to the other under this Agreement.

## CLOSING COSTS

The Buyer shall pay all costs incurred in consummating the transactions contemplated hereunder, including without limitation the cost of Buyer's title insurance policy, the cost of the investigations as permitted below, the cost of any surveys and all recording taxes and fees for the deed and all other recorded documents, other than any grantor's tax (if Seller is not exempt) which shall be paid by Seller. Each party shall pay its respective attorneys' fees. The Seller shall be responsible for the cost of preparation of the deed. In the event the Closing does not occur, the Seller shall be responsible for all expenses incurred, including, but not limited to all Closing costs, except in the event of a Noncompliance Termination, in which case each party shall be responsible for the closing costs as set forth in the first three (3) sentences of this paragraph.

## INSPECTION PERIOD

The Seller and the Buyer agree that the Buyer (including without limitation its employees, agents, engineers, contractors, potential assignees, etc.) shall be allowed the right of entry on the Property, for a period of ninety (90) days following the date of this Agreement for the purpose of conducting such physical surveys; environmental and geotechnical surveys; audits; inspections; and the like as the Buyer may, in the Buyer's discretion, deem appropriate, pursuant to the following stipulations:

1. All surveys, inspections, audits, etc. shall be at Buyer's sole expense.

2. Buyer shall repair any damage to the Property caused by Buyer's entry and on-site inspections and Buyer shall conduct such inspections and testing so as not to materially and adversely interfere with Seller's use and enjoyment of the Property.

3. Entry only during the hours of 8:00 a.m. to 5:00 p.m. local time.

4. Buyer shall not conduct any invasive testing of any nature without at least ten (10) days prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed. In any event, the Buyer shall promptly restore the Property to at least the same condition prior to such testing. The Seller acknowledges and agrees that geotechnic and environmental testing shall not be deemed to be invasive testing.

5. Buyer shall perform any inspections, surveys or other testing in a good and workmanlike manner.

6. Buyer shall provide Seller with evidence of general liability insurance.

During the Inspection Period, the Buyer shall also have the right to examine the title to and survey of the real estate and report such exceptions as the Buyer may find objectionable to Seller. The Seller agrees to use best efforts to address and remedy such reported exceptions. If the reported exceptions cannot be cured prior to the Closing Date, the Buyer may (a) proceed to Closing, at no reduction in the Purchase Price unless otherwise agreed to by the parties taking such title as the Seller may deliver, or (b) terminate this Agreement, whereupon neither party shall have any further liability to any other party to this Agreement.

In the execution of the right of entry granted hereunder, the Buyer covenants that it shall not commit waste or otherwise damage the Property. The Buyer further indemnifies and saves harmless the Seller from and against any and all claims, liens, damages, losses and causes of action and attorney fees which may be asserted by the Buyer's employees, agents or any third party who enters upon the Property or conducts tests related to the Property at the request of or on the behalf of the Buyer or its agents; however, the maximum aggregate of Buyer's liability under this paragraph shall be limited to the insurance proceeds, if any, that are made available to and are received by the Buyer for such claims, liens, damages, losses and causes of action.

In the event that the Property is not suitable to the Buyer in any regards except for a Noncompliance Termination, the Buyer may terminate this Agreement during the Inspection Period, whereupon neither party shall have any further liability to any other party to this Agreement, and the Deposit will be paid to the Buyer. However, if the Buyer does not terminate this Agreement during the Inspection Period, conditions precedent to Closing (except for the Closing contingency above) are waived, the Inspection Period is terminated and the contract shall be binding upon the parties thereafter.

Should the Buyer terminate this Agreement during the Inspection Period, the Buyer shall provide to the Seller the results of any and all tests, audits, or surveys accomplished on the Property, at no cost to the Seller and without warranty of their accuracy, completeness or other warranty of any kind.

To its best of its knowledge without independent investigation, the Seller, as of the date of this Agreement and as of Closing, represents and warrants to the Buyer that the Seller neither caused nor has 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, the Seller shall immediately notify Buyer in writing. The representations and warranties under this paragraph shall specifically survive the Closing.

## TITLE

At Closing, the Seller shall convey to the Buyer good and marketable fee simple title to the Property by deed of General Warranty containing English covenants of title, free of all liens, defects, tenancies, encumbrances and encroachments, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for the Buyer's intended use or render the title unmarketable (each, a "Permitted Exception"). If a defect or exception is found which can be remedied by legal action within a reasonable time, the Seller shall, at the Seller's expense, promptly take such action as is necessary to cure the defect or exception. If the Seller, acting in good faith, is unable to have such defect or exception corrected within sixty (60) days after notice of such defect or exception is given to the Seller, then this Agreement may be terminated by the Buyer as a Noncompliance

Termination at the expiration of such sixty (60) day period. The Buyer may extend the date for the Closing to the extent necessary for the Seller to comply with this paragraph.

## DISCLOSURES

PURSUANT TO VIRGINIA CODE §§ 55.1-901 AND 55.1-1002, DUE TO THE PROPERTY NOT BEING FOR RESIDENTIAL USE, THE PROVISIONS OF SUBTITLE II (REAL ESTATE SETTLEMENTS AND RECORDATION) OF TITLE 55.1 (PROPERTY AND CONVEYANCES) ARE NOT APPLICABLE.

## PROPERTY CONDITION AND RISK OF LOSS

The Buyer acknowledges and accepts that Buyer is purchasing the Property in its current condition "AS IS" and without any representations, guarantees, or warranties from Seller, except as expressly set forth in this Agreement, as to suitability or condition of such Property.

All risk of loss shall remain with the Seller until the date of Closing. If there is any material change in the Property prior to Closing, the Buyer shall have the right to terminate this Agreement as a Noncompliance Termination.

## REAL ESTATE COMMISSION

The Seller and the Buyer hereby acknowledge that no real estate agent was involved in this sale, and each agrees, to the extent permitted by law, to hold the other harmless from any claim for a commission by reason of any action on his or her part.

## MEDIATION

If a dispute arises out of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure. The parties agree to use The McCammon Group, Ltd. (www.mccammongroup.com) and to convene the mediation in Hurt or Chatham, Virginia, under an Agreement to Mediation, substantially in the form shown at: https://www.mccammongroup.com/wp-content/uploads/2018/12/Agreement-to-Mediate-July-2023-PW.pdf. The fees for the mediation will be borne equally by the parties; however, each party shall bear its own attorneys' fees and other costs that party incurs. In the event that the mediation does not result in a mutually agreeable resolution within ten (10) days after such mediation is initiated, then each party may pursue all its rights and remedies provided under this Agreement and applicable law.

## ASSIGNMENT

Buyer and its successors and assigns shall have the absolute right and authority to assign this Agreement and all of its rights hereunder in whole or in part one or more times to any entity as Buyer may elect, and any such assignee (the "Assignee") shall be entitled to all of the rights and powers of Buyer hereunder, provided that Buyer gives Seller written notice of such assignment at or prior to Closing. Provided that Assignee assumes all of Buyer's obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to Assignee, Buyer shall be released from all obligations under this Agreement.

## ACCEPTANCE OF THE DEED

The acceptance of the General Warranty Deed by the Buyer shall be deemed to be the full performance and discharge of every agreement and obligation of the Seller herein contained and expressed, with the exception of any paragraph which specifically states that it survives Closing.

## MISCELLANEOUS

The parties to this Agreement agree that it shall be binding upon them, and their respective personal representatives, estate, successors and/or assigns; that unless amended in writing by the Seller and the Buyer, this Agreement contains the final agreement between the parties hereto; and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia. This Agreement 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 Agreement shall have the same effect as an original for all purposes.

## SEVERABILITY

If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

## FURTHER ACTIONS

Each party hereto shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to the Buyer and to vest in each party all rights, interest and benefits intended to be confirmed by this Agreement. Without limiting the generality of the preceding sentence, the Seller agrees to deliver to the Settlement Agent on or before Closing, a sellers' affidavit or lien waiver satisfactory for the purpose of removing any mechanic's lien exception from any title insurance policy to be issued in connection with the purchase by the Buyer.

## ADVICE OF COUNSEL

The parties acknowledge that they have been given the opportunity to consult with and obtain independent legal advice from counsel of their own selection; that they have been duly apprised of their legal rights; that all of the provisions of this Agreement, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions and understand them clearly; that the terms embodied in this Agreement are in all respects acceptable to them; and that accordingly they assent to all the provisions hereof.

## RECORDATION OF AGREEMENT

Unless and until the Seller's governing body has approved at a public meeting this Agreement and/or the proceeding to Closing as set forth above, this Agreement may not be recorded in the Office of the Clerk of the Circuit Court of Pittsylvania County, Virginia in order to protect the Buyer from the claims of subsequent buyers or other persons obtaining an interest in this real estate, or from the claims of judgment creditors, if any, of the Seller. In the event of such recordation, the parties agree to cause their respective signatures below to be acknowledged before a notary public.

## AUTHORITY OF SIGNATORIES

Each party to this Agreement warrants to the other that the respective signatories have the full right and authority to enter into and subject to the Closing contingency set forth above, consummate this Agreement and all related documents. Each party shall deliver to the other such resolutions, certificates of authority and certificates of good standing as they may reasonably request.

[signature pages to follow]

WITNESS THE FOLLOWING SIGNATURES AND SEALS TO THIS REAL ESTATE PURCHASE AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN:

SELLER

**TOWN OF HURT**, a municipal corporation of the Commonwealth of Virginia

By Gary N Hodnett (SEAL)
Gary Hodnett, Mayor

STATE OF VIRIGNIA
~~CITY~~/COUNTY OF Campbell, to-wit:

The foregoing was acknowledged to before me this 30th of October, 2025 by Gary Hodnett, Mayor Town of Hurt, Virginia.

Melissa Booker Martinez
Notary Public

My commission expires 6-30-28

MELISSA BOOKER MARTINEZ NOTARY PUBLIC REG # 7897925 MY COMMISSION EXPIRES 6/30/2028 COMMONWEALTH OF VIRGINIA

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

BUYER:

**STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia

By _______________________________(SEAL)

STATE OF _______________

CITY/COUNTY OF ______________, to-wit:

The foregoing was acknowledged to before me this ___ day of ______________, 2025 by ____________, ________ of STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY.

Notary Public

My commission expires _____________

**Resolution No. 2025-12-23-5C**

**A RESOLUTION AUTHORIZING THE CHAIRMAN AND VICE CHAIRMAN, EITHER OF WHOM MAY ACT INDEPENDENTLY OF THE OTHER, OF THE AUTHORITY TO ASSIGN ANY ONE OR MORE OF ITS RIGHTS UNDER VARIOUS CONTRACTS TO PURCHASE CERTAIN REAL PROPERTY TO A COMPANY WITH WHOM THE AUTHORITY HAS ENTERED OR INTENDS TO ENTER INTO A LOCAL PERFORMANCE AGREEMENT, OR TO ANY ENTITY THAT COMPANY MAY DESIGNATE IN WRITING TO TAKE THE ASSIGNMENT IN ITS PLACE (GPINs: 2545-17-5853, 2545-05-8832, 2546-12-3690, 2546-03-9755, 2546-02-6006, 2546-00- 3217, 2545-08-5760, 2546-13-9744, 2546-34-2137, 2545-43-3370, 2546-23-5575, 2546-55-4032, 2546-30-5577, 2545-79-8670, 2545-48-6913, 2546-63-3421, and 2545-58-4213).**

**WHEREAS**, the Staunton River 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**, as part of the Authority's Southern Virginia Multimodal Park project, located in Hurt, Virginia (the "**SVMP**"), the Authority entered into certain agreements for either the purchase and sale of real estate or the option to purchase real estate as follows:

- Agreement with Larry Wayne Roach dated September 8, 2025, as amended by that certain First Amendment dated September 30, 2025 for GPINs 2545-17-5853 and 2545-05-8832.

- Agreement with Larry Wayne Roach dated September 8, 2025, as amended by that certain First Amendment dated September 30, 2025 for GPINs 2546-12-3690, 2546-03-9755, 2546-02-6006, and 2546-00- 3217.

- Agreement with Larry Wayne Roach dated September 15, 2025, as amended by that certain First Amendment dated September 30, 2025 for GPIN 2545-08-5760.

- Agreement with Gibson Living Trust dated February 25, 2025 for GPINs 2546-13-9744 and 2546-34-2137. Assigned from original buyer, Hurt Partners, LLC, to the Authority by assignment with an effective date of December 22, 2025.

- Agreement with HHTS LLC dated February 28, 2025 for GPIN 2545-58-4213. Assigned from original buyer, Hurt Partners, LLC, to the Authority by assignment with an effective date of December 22, 2025.

- Agreement with Larry Michael Robertson dated February 27, 2025 for GPINs 2545-43-3370 and 2546-23-5575. Assigned from original buyer, Hurt Partners, LLC, to the Authority by assignment with an effective date of December 22, 2025.

- Agreement with Morris and Patsy Robertson dated June 25, 2025 for GPIN 2546-55-4032, as amended by that certain First Amendment which was undated but digitally signed September 24, 2025.

- Agreement with Hurt Partners dated October 4, 2019 for GPINs 2546-30-5577, 2545-79-8670 and 2545-48-6913.

- Agreement with the Town of Hurt dated October, 2025 for GPIN 2546-63-3421.

- Other purchase or option agreement that the Authority enters for real property located in the Town of Hurt or Pittsylvania County, Virginia, that is contiguous to the SVMP or the properties under an option or purchase agreement with the Authority

(collectively, the "**SVMP Option/Purchase Agreements**").

**WHEREAS**, the intention of the Authority in entering into the agreements listed above was to assign its interest in those agreements to a company under or in connection with a local performance agreement for the further development of the SVMP (a "**LPA**"); and

**WHEREAS,** the Authority has hereby determined, in open session, that such assignments, in furtherance of the development and marketing of the SVMP, serve the purpose of the Authority to enhance the economic base of Pittsylvania County, Virginia (the "**County**"), the Town of Hurt Virginia (the "**Town**"), and the City of Danville, Virginia (the "**City**") by developing, owning, and operating the SVMP on a cooperative basis involving the County, the Town, and the City, and that it is in the best interests of the Authority and the citizens of the County, the Town, and the City for the Authority to authorize, approve, execute and adopt in all respects the Assignment Agreements.

**NOW, THEREFORE, BE IT RESOLVED,** that:

1. The Authority hereby approves assignment, in part or in whole, of the agreements listed above. The Authority hereby authorizes the Hurt Town Manager Officer, the Pittsylvania County Administrator Officer, and the Danville City Manager Officer (collectively, the "**Officers**") to further negotiate and amend the agreements effecting these assignments (the "**LPA Entity Assignment Agreements**"), on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such LPA Entity Assignment Agreements or amendments to same by the Officers to conclusively establish approval of

those amendments. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend and to execute and deliver the LPA Entity Assignments to the company (or companies) with whom the Authority has entered or intends to enter, on behalf of the Authority, into an LPA, or the company or (companies') assignee(s) designated in writing, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments as consulted by and between the Chairman and Vice Chairman.

2. Authority hereby authorizes and directs the Officers, acting jointly as required under the Bylaws, and the Authority's 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 assignments, 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 LPA Entity Assignment Agreements and the matters contemplated therein.

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

## CERTIFICATE

I, the undersigned Economic Development Director for Pittsylvania County, Virginia, signing on behalf of the Secretary of the Staunton River 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 Staunton Regional Industrial Facility Authority at a regular meeting duly called and held on December 23, 2025, 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 this 23th day of December 2025.

________________________________________
**MATTHEW D. ROWE**
Economic Development Director for Pittsylvania County, Virginia
On behalf of Staunton River Regional Industrial Facility Authority

(SEAL)