

**Economic Development Authority  
Of the City of Winchester  
Board of Directors Meeting**

**AGENDA**

Tuesday, June 18, 2019

9:00 a.m.

George Washington Hotel, Garden  
Room 103 E. Piccadilly Street

- I. Call to Order and Determination of Quorum
- II. Review and Approval of Minutes from May 21, 2019 Meeting
- III. Review and Approval of Financial Report ending May 31, 2019
- IV. Executive Director Report
- V. New Business
  - a. Legal Services Discussion
  - b. Election of Officers
- VI. Old or Other Business
  - a. Adoption of EDA Fiscal Year 2020 Operating Budget
  - b. Regional Economic Development Organization Membership Discussion
  - c. Nibblins Micro-Loan Application
  - d. Greenspace PSA between City of Winchester and Cameron Street Investments LLC
- VII. Adjournment

The next regular meeting will be scheduled for Tuesday, July 16, 2019 in the Mayor Elizabeth A. Minor Council Chambers.

**Economic Development Authority Meeting of the City of Winchester, Virginia**

**Meeting Minutes**

DATE: May 21, 2019  
TIME: 8 a.m.  
LOCATION: Rouss City Hall, Elizabeth A. Minor Council Chambers

MEMBERS:	<u>Present</u>	<u>Absent</u>
William Buettin	<u>X</u>	_____
Douglas R. Toan	<u>X</u>	_____
Lauri M. Bridgeforth	<u>X</u>	_____
Jeffery B. Buettner	<u>X</u>	_____
Tim Painter	<u>X</u>	_____
Cary Craig	<u>X</u>	_____
Addie Lingle	_____	<u>X</u>

ALSO ATTENDING: Shawn Hershberger, Executive Director, Eden Freeman, City Manager, Amy Simmons, Communications Director, and Shirley Dodson, Business and Workforce Development Coordinator.

SUBJECT: **Call to Order and Determination of Quorum**

HIGHLIGHTS: Chairman Buettin called the meeting to order at 8:03 a.m.

SUBJECT: **Review and Approval of Meeting Minutes from the April 16, 2019 Meeting**

HIGHLIGHTS: The minutes of the Meeting held on April 16, 2019 were unanimously approved upon motion duly made by Mr. Painter and seconded by Mrs. Bridgeforth.

SUBJECT: **Review and Approval of Financial Report for the Period Ending April 30, 2019**

HIGHLIGHTS: Ms. Dodson reported that for the month of staff did have to close the existing checking account with BB&T and reopen a new account due to the two fraudulent transactions that had occurred the month prior. The account was closed and the funds in the account were moved to the new account on April 15<sup>th</sup>, 2019. We had two sponsorship checks written this month and that was for the Shenandoah University Business Symposium in the amount of

\$1,000 and the Virginia Maritime “State of The Port Address” for \$500.

The Financial report for the period ending April 30<sup>th</sup>, 2019 was unanimously approved upon motion duly made by Mr. Painter and seconded by Mr. Toan.

**SUBJECT: Executive Director Report**

**HIGHLIGHTS:** Mr. Hershberger brought attention to the memo that was in front of every director outlining the creation of a regional economic development organization between Winchester City, Frederick County, and Clarke County. This would be the coming together of three localities to qualify us as a “region” with the Commonwealth, particularly with VEDP. We found out that because we are not affiliated with an official region, we are being left out of certain site consultant and marketing opportunities. One way to rectify the situation, as the memo suggests, is to create this loose regional affiliation with our partners in Frederick County and Clarke County. Chairman Buettin asked if there was any cost associated with this. Mr. Hershberger replied that the only cost would be the staff cost of getting it going. There would be no ongoing cost related to annual operation like dues.

Mr. Hershberger reported on the draft operating budget for fiscal year 2020. He reported that this document is a take home and we will plan on walking through it in more detail and how it actually relates to the Economic Development Strategic Plan at the next meeting. Mr. Painter asked when our fiscal year was. Mr. Hershberger reported that the year ran from July 1, 2019 to June 30, 2020.

**SUBJECT: Closed Meeting**

**HIGHLIGHTS:** Upon Motion duly made by Mrs. Bridgeforth, seconded by Mrs. Painter the Authority unanimously RESOLVED to go into a closed meeting pursuant to Section 2.2-3711 (C) (A) (3) for the discussion and consideration of the acquisition of real property for a public purpose, or of 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 the Authority RESOLVED to go into a closed meeting pursuant to Section 2.2-3711 (A)(1) of the Code of Virginia(1950, as amended) for the discussion, consideration or interviews of prospective candidates for employment; assignment, appointment, promotion,

performance, demotion, salaries, disciplining or resignation or specific public officers, appointees or employees of any public body.

**SUBJECT: Return to Open Meeting**

**HIGHLIGHTS:** At the conclusion of the closed meeting concerning the discussion and consideration of the acquisition of real property for a public purpose, or of 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 at the conclusion of the closed meeting concerning the discussion, consideration or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation or specific public officers, appointees or employees of any public body the following Resolution was unanimously adopted upon roll call vote as set forth below:

WHEREAS, the Economic Development Authority of the City of Winchester, Virginia has concluded its "closed meeting" at a meeting held on May 21, 2019 and desires return to an "open meeting"; and

WHEREAS, the adoption of this Resolution is intended to serve as the "Certificate" described in Section 2.2-3712 (D) of the Code of Virginia (1950, as amended)

NOW THEREFORE, BE IT RESOLVED that the Economic Development Authority of the City of Winchester, Virginia does hereby reconvene in an "open meeting" at its meeting held on May 21, 2019; and

BE IT FURTHER RESOLVED that each and every Member of said Authority who votes in the affirmative for this Resolution does thereby certify to the best of each Member's knowledge that only public business matters lawfully exempted from open meeting requirements of the Virginia Freedom of Information were heard, discussed or considered during the closed meeting, and that only such public business matters as were identified in the Motion which convened the closed meeting were heard, discussed or considered during the course of said closed meeting by the Authority.

Roll Call

Vote

Tim Painter	Aye
Cary Craig	Aye
Jeff Buettner	Aye
Lauri Bridgeforth	Aye
Doug Toan	Aye
William Buettin	Aye

**SUBJECT: New Business**

**HIGHLIGHTS:** Review of Demolition Quotes for 204-206 N. Kent, and 202-214 E. Piccadilly Street: Mr. Hershberger reported that we received three demolition quotes for this project. There is one local contractor that provided the least expensive bid for \$114,000 and this contractor is also engaged with doing the backfill of the basements and foundations on the job. Mr. Painter asked what other projects this company, DeHaven’s Masonry, Concrete, & Excavating, LLC, has been involved with locally. Mr. Hershberger replied that he could seek references. The City has used Mr. Dehaven for projects in the past. Upon motion duly made by Mr. Buettner, seconded by Mr. Painter, the Authority unanimously voted to approve the demolition contract with Mr. Dehaven.

**SUBJECT: Old and Other Business**

**HIGHLIGHTS:** EDA Board Retreat: The retreat is on June 18<sup>th</sup> from 9 a.m. - 4 p.m. at the George Washington Hotel.

Nibblins Micro-Loan Application: Mr. Toan and Mr. Craig reviewed the loan application and requested that the business owner submit financials from the last year and answer how long their lease is for the downtown space. The lease is for 5 years but there was no additional information provided, so it was recommended that the decision be pushed to the next monthly meeting.

Purchase and Sale Agreement Between Piccadilly Street Investments LLC and Providence Capital Partners: For the properties on Kent and Piccadilly Street. We have a draft of the PSA available in the packet. Upon motion duly made by Mr. Craig, and seconded by Mr. Toan, Mr. Painter, Mrs. Bridgeforth, and Mr. Buettin voted to enter into the Purchase and Sale Agreement. Mr. Buettner voted no.

Winchester Towers LOI: Upon motion duly made by Mr. Buettner, seconded by Mrs. Bridgeforth, the Authority unanimously voted to enter into the Letter of Intent between Cameron Street Investment, LLC and Lynx Ventures Acquisitions, LLC for the property formally

known as the "Winchester Towers" located 200 and 214 N. Cameron Street.

\*Mr. Craig Abstained from voting.

**SUBJECT: Next Meeting**

**HIGHLIGHTS:** The next regular meeting of the Authority is scheduled for June 18, 2019 will be held in the Rouss City Hall Council Chambers.

**ADJOURNMENT:** There being nothing further, the meeting was adjourned upon motion duly made by Mrs. Bridgeforth and seconded by Mr. Painter.

Minutes respectfully submitted by:

Shirley Dodson, Business & Workforce Development Coordinator



Exterior Improvement Grant	\$50,000	\$44,203.03	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MEDPIG	\$25,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Job Creation Grant	\$50,000	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Public Relations</b>												
MoWi	\$4,600	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bus/Ed Summit/Expo	\$1,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$237.19	\$615.47	\$0.00	\$0.00	\$0.00
MFG Week	\$5,000	\$1,714.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Widget Cup	\$500	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Opportunitites	\$2,000	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prospect Events	\$3,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Legal Fees</b>												
Attorney	\$25,000	\$11,295.15	\$2,312.10	\$0.00	\$0.00	\$0.00	\$0.00	\$1,502.90	\$1,578.15	\$0.00	\$0.00	\$0.00
<b>Professional Development</b>												
Seminars & Events	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$340,350</b>	<b>\$112,371.85</b>	<b>\$11,370.29</b>	<b>\$11,571.75</b>	<b>\$2,523.49</b>	<b>\$2,797.89</b>	<b>\$20,079.47</b>					

**Total Spent \$160,715**

# EDA Cash Reconciliation

778-0000-101.01-09

As of EOM: May 2019

<b>GL balance, Beginning of Month:</b>		<b>495,928.55</b>
Plus Deposits and Other Credits		10,116.18
Less Check Registers for <b>May 2019</b>		(45,426.83)
Less Other Debits and Service Charges		<u>(21.95)</u>
<b>GL Balance @ <b>May 2019</b></b>		<b>460,595.95</b>
Plus Outstanding Checks Cut by City		12,138.18
<b>Adjusted GL Balance @ <b>May 2019</b></b>		<b>472,734.13</b>
<b>BB&amp;T Bank Balance @ <b>May 2019</b></b>		<b>472,734.13</b>
Variance		<b>-</b>

ASSETS		DEBITS	CREDITS
101.01-09	CHECKING ACCOUNT /		
101.01-10	CHECKING ACCOUNT /	460,595.95	
101.01-11	CHECKING ACCOUNT /	1,037,896.22	
104.02-01	STATE POOLED FUNDS /	44,477.01	
115.10-20	MISCELLANEOUS /	427,193.80	
116.01-03	NOTES RECEIVABLE /	17,302.06	
116.01-04	NOTES RECEIVABLE /	80,423.35	
116.01-05	NOTES RECEIVABLE /	1,320,286.52	
161.02-01	BUILDINGS & IMPROVEMENTS /	9,779.00	
165.00-00	FIXED ASSETS /		
165.10-00	MACHINERY & EQUIPMENT /		
	ACCUMULATED DEPRECIATION		
	TOTAL ASSETS		3,389,768.63
LIABILITIES			
202.06-02	DEFERRED REVENUE /		
	LOANS		353.72
	TOTAL LIABILITIES		353.72
FUND EQUITY			
	RETAINED EARNINGS		3,389,414.91
	TOTAL FUND EQUITY		3,389,414.91
	TOTAL LIABILITIES AND FUND EQUITY		3,389,768.63



448-01-01-00 47001 0 C 001 30 S 00 002  
ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF WINCHESTER VIRGINIA  
15 N CAMERON ST  
WINCHESTER VA 22601-6082

# Your account statement

For 05/31/2019

## Contact us



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### PUBLIC FUND INT CHECKING 3557

#### Account summary

Your previous balance as of 04/30/2019	\$502,934.22
Checks	- 68,782.09
Other withdrawals, debits and service charges	- 21.95
Deposits, credits and interest	+ 38,603.95
Your new balance as of 05/31/2019	= \$472,734.13

#### Interest summary

Interest paid this statement period	\$3.79
2019 interest paid year-to-date	\$5.40
Interest rate	0.01%

#### Checks

DATE	CHECK #	AMOUNT(\$)
05/01	3220 Cow Utilities	114.42
05/02	3221 FORT LONDON	6,875.33
05/01	3222 SNEC	15.92
05/02	3223 BB&T Credit Card	126.64
05/14	3224 Blanci Acceleration	900.00
05/21	3225 Taylor Man. Fee	3,541.67

DATE	CHECK #	AMOUNT(\$)
05/15	3226 N&A Adams	1,467.90
05/13	3227 BB&T Credit Card	126.64
05/16	3228 Handley Crossing	26,766.59
05/23	3229 Wick Woods	135.85
05/24	3230 N&A Adams	1,467.90
05/24	3231 BB&T Credit Card	126.64

DATE	CHECK #	AMOUNT(\$)
05/29	3232 Handley Cross	26,766.59
05/31	3233 N&A Adams	35.00
05/30	*3236 Shawn Hershberger	65.00
05/31	3237 Smart Valley Loan	200.00
05/30	3238 Syrk Corp. Comm	50.00

Total checks = \$68,782.09

\* Indicates a skip in sequential check numbers above this item

#### Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
05/02	ACH CORP DEBIT SALE D.A.H. ENTERPRIS SHAWN HERSHBERGER CUSTOMER ID	21.95
Total other withdrawals, debits and service charges		= \$21.95

#### Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
05/01	UDI-20190430111 000000000000	502.80
05/02	COUNTER DEPOSIT	1,695.64
05/03	DEBIT REVERSAL AES 3223	126.64
05/07	COUNTER DEPOSIT	823.58
05/13	COUNTER DEPOSIT	3,993.89
05/14	DEBIT REVERSAL AES 3227	126.64
05/15	COUNTER DEPOSIT	447.73
05/16	DEBIT REVERSAL AES 3226	1,467.90

continued



GENERAL LEDGER ACTIVITY

PREPARED 06/17/2019, 12:42:24  
PROGRAM GM362LA

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION  
ACCOUNT: 778-0000-101.01-09  
TYPE: 0 (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD...FROM: 11 TO: 11

PRINT SUMMARY TOTALS ONLY . . . . . (Y/N) : N  
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY . . . . . (Y/N) : N  
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS . . . . . (Y/N) : N  
PRINT PERIOD BALANCE . . . . . (Y/N) : N  
PAGE BREAK ON ACCOUNT . . . . . (Y/N) : N  
PAGE BREAK BY FUND . . . . . (Y/N) : Y

PREPARED 05/17/2019, 10:09:33  
 PROGRAM: GM172L  
 CITY OF WINCHESTER  
 BANK: 20 EDA BB&T Checking

OUTSTANDING CHECKS REGISTER  
 SELECTED BY CHECK DATE  
 FROM: 01/01/2018 TO: 05/31/2019

PAGE 1  
 ACCOUNTING PERIOD 11/2019  
 REPORT NUMBER 130

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE
3234	17574	BUTLER MAPS INC	05/28/2019	4,500.00	20
3235	17497	HANDLEY CROSSING LLC	05/28/2019	10.00	20
3239	16656	TAYLOR MASTER TENANT LLC	05/28/2019	7,083.34	20
3240	17623	TRI-COUNTY RENTAL	05/28/2019	544.84	20

NO. OF CHECKS: 4 TOTAL CHECKS OUTSTANDING 12,138.18 \*\*\*

RECONCILED CHECKS REGISTER  
SELECTED BY PAID DATE  
FROM: 05/01/2019 TO: 05/31/2019

PREPARED 06/17/2019, 9:53:50  
PROGRAM: GM172L  
CITY OF WINCHESTER  
BANK: 20 EDA EBET Checking

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE
3220	1744	CITY OF WINCHESTER	04/26/2019	114.42	05/31/2019	20
3221	12586	FORT LOUDON PROPERTIES LLC	04/26/2019	6,875.33	05/31/2019	20
3222	13337	SHENANDOAH VALLEY ELECTRIC COO	04/26/2019	15.92	05/31/2019	20
3224	17199	BRAND ACCELERATION INC	05/02/2019	900.00	05/31/2019	20
3225	16656	TRAYLOR MASTER TENANT LLC	05/02/2019	3,541.67	05/31/2019	20
3228	17598	MICHAEL CALLAHAN AND ASSOCIATE	05/09/2019	1,135.85	05/31/2019	20
3230	10497	NATE L ADAMS III PC	05/21/2019	1,467.90	05/31/2019	20
3231	6851	BB&T FINANCIAL,FSB	05/21/2019	126.64	05/31/2019	20
3232	17497	HANDLEY CROSSING LLC	05/21/2019	26,766.59	05/31/2019	20
3233	10497	NATE L ADAMS III PC	05/28/2019	35.00	05/31/2019	20
3236	16574	SHAWN HERSHBERGER	05/28/2019	65.00	05/31/2019	20
3237	17608	SMART VALLEY SOLUTIONS LLC	05/28/2019	200.00	05/31/2019	20
3238	5894	STATE CORPORATION COMMISSION	05/28/2019	50.00	05/31/2019	20

NO. OF CHECKS: 13 TOTAL CHECKS RECONCILED 40,294.32 \*\*\*

0 \* \*  
68,782.09 +  
126.64 -  
1,467.90 -  
126.64 -  
26,766.59 -  
40,294.32 \*

-003

*Positive Pay not done so money was added back to account and voided in AP*

**EDA Bank of Clarke Cash Reconciliation**  
**778-0000-101.01-10**  
**As of EOM: May 2019**

<b>GL balance, Beginning of Month:</b>		1,037,330.83
Plus Deposits and Other Credits		565.39
Less Checks Cleared/Other Debits		-
<b>GL Balance @</b>	<b>May 2019</b>	<b>1,037,896.22</b>
Bank Of Clarke Acct # 9037 Bal @	May 2019	888,175.22
Bank Of Clarke Acct # 6264 Bal @	May 2019	149,721.00
<b>BOC Total Bank Balance @</b>	<b>May 2019</b>	<b>1,037,896.22</b>
Variance		-

2019 BALANCE SHEET

PREPARED 06/17/2019, 12:46:08  
 PROGRAM GM2631  
 CITY OF WINCHESTER  
 778 ECONOMIC DEVELOPMENT AUTH

DEBITS

CREDITS

ASSETS

101.01-09	CHECKING ACCOUNT /	460,595.95	
101.01-10	CHECKING ACCOUNT /	1,037,896.22	
101.01-11	CHECKING ACCOUNT /	44,477.01	
104.02-01	STATE POOLED FUNDS /	353.72	
115.10-20	MISCELLANEOUS /	427,193.80	
116.01-03	NOTES RECEIVABLE /	17,302.06	
116.01-04	NOTES RECEIVABLE /	80,423.35	
116.01-05	NOTES RECEIVABLE /	1,320,286.52	
161.02-01	BUILDINGS & IMPROVEMENTS /	9,779.00	
165.00-00	FIXED ASSETS /		
165.10-00	MACHINERY & EQUIPMENT /		
	ACCUMULATED DEPRECIATION		
	TOTAL ASSETS		3,389,768.63

LIABILITIES

202.06-02	DEFERRED REVENUE /	353.72	
	LOANS	353.72	
	TOTAL LIABILITIES		

FUND EQUITY

	RETAINED EARNINGS	3,389,414.91	
	TOTAL FUND EQUITY	3,389,414.91	
	TOTAL LIABILITIES AND FUND EQUITY		3,389,768.63



2 East Main Street  
Berryville, VA 22811

## Statement Ending 05/31/2019

Page 1 of 2

### ADDRESS SERVICE REQUESTED

>001674 6421013 0001 092332 10Z

ECONOMIC DEVELOPMENT AUTHORITY OF THE  
CITY OF WINCHESTER VIRGINIA  
15 N CAMERON ST  
WINCHESTER VA 22601-8082



### Managing Your Accounts

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- Mailing Address P.O. Box 391  
Berryville VA 22811

### Summary of Accounts

Account Type	Account Number	Ending Balance
Public Fund Chk	XXX6264	\$149,721.00

### Public Fund Chk-XXX6264

#### Account Summary

Date	Description	Amount
05/01/2019	Beginning Balance	\$149,721.00
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
05/31/2019	Ending Balance	\$149,721.00

#### Daily Balances

Date	Amount
05/01/2019	\$149,721.00

#### Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

1000/1000 148008 519100 1000000 04/2019





2 East Main Street  
Berryville, VA 22611

**Statement Ending 05/31/2019**

**ADDRESS SERVICE REQUESTED**

>001979 6421013 0001 092332 10Z

ECONOMIC DEVELOPMENT AUTHORITY OF THE  
CITY OF WINCHESTER VIRGINIA  
15 N CAMERON ST  
WINCHESTER VA 22601-6082



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- Online Access [www.bankofclarke.com](http://www.bankofclarke.com)
- Mailing Address P.O. Box 391  
Berryville VA 22611

**Summary of Accounts**

Account Type	Account Number	Ending Balance
MMDA Public Fnd	XXX9037	\$888,175.22

**MMDA Public Fnd-XXX9037**

Account Summary		Interest Summary		
Date	Description	Amount	Description	Amount
05/01/2019	Beginning Balance	\$887,609.83	Annual Percentage Yield Earned	0.75%
	1 Credit(s) This Period	\$565.39	Interest Days	31
	0 Debit(s) This Period	\$0.00	Interest Earned	\$0.00
05/31/2019	Ending Balance	\$888,175.22	Interest Paid This Period	\$565.39
			Interest Paid Year-to-Date	\$2,747.02
			Minimum Balance	\$887,609.83

Deposits		Amount
Date	Description	
05/31/2019	Acct Earning Pymt Added to Account	\$565.39

Daily Balances			
Date	Amount	Date	Amount
05/01/2019	\$887,609.83	05/31/2019	\$888,175.22

**Overdraft and Returned Item Fees**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

0000/6000 001013 001013 001013 001013 001013



APP NUMBER	PER	CD	DATE	TRANSACTION	DESCRIPTION	DEBITS	CREDITS	BEGINNING / ENDING BALANCE
778-0000-101.01-10				CHECKING ACCOUNT / EDA BANK OF CLARKE COUNTY				1,037,330.83
GM 07490	11/19	AJ	05/31/19	AJ07490	Record Interest Income	565.39		
ACCOUNT TOTAL								
FUND TOTAL						565.39		1,037,896.22

GENERAL LEDGER ACTIVITY

PREPARED 06/17/2019, 12:46:28  
PROGRAM GM562LA

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION  
ACCOUNT: 778-0000-101.01-10  
TYPE: 0 (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD...FROM: 11 TO: 11

PRINT SUMMARY TOTALS ONLY . . . . . (Y/N) : N  
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY . . . . . (Y/N) : N  
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS . . . . . (Y/N) : N  
PRINT PERIOD BALANCE . . . . . (Y/N) : N  
PAGE BREAK ON ACCOUNT . . . . . (Y/N) : N  
PAGE BREAK BY FUND . . . . . (Y/N) : Y

**EDA Escrow Reconciliation**

**778-0000-101.01-11**

As of EOM: May 2019

<b>GL balance, Beginning of Month:</b>	24,495.00
Plus Deposits and Other Credits	-
Less Checks Cleared	(24,000.00)
Less Debits and other charges	(5.00)
<b>GL Balance @ May 2019</b>	<b>490.00</b>
<b>BB&amp;T Bank Balance @ May 2019</b>	<b>490.00</b>
Difference	-

778 ECONOMIC DEVELOPMENT AUTH

ASSETS

	DEBITS	CREDITS
101.01-09 CHECKING ACCOUNT / EDA BB&T CHECKING	460,595.95	
101.01-10 CHECKING ACCOUNT / EDA BANK OF CLARKE COUNTY	1,037,896.22	
101.01-11 CHECKING ACCOUNT / EDA BB&T ESCROW ACCT	44,477.01	
104.02-01 STATE POOLED FUNDS / LGIP	427,193.80	
115.10-20 MISCELLANEOUS / BILLING SYSTEM	17,302.06	
116.01-03 NOTES RECEIVABLE / NOTES RECEIVABLE	80,423.35	
116.01-04 NOTES RECEIVABLE / FACADE LOANS	1,320,286.52	
116.01-05 NOTES RECEIVABLE / REVOLVING LOANS	9,779.00	
161.02-01 BUILDINGS & IMPROVEMENTS / PROPERTIES HELD FOR DEVE		9,029.00
165.00-00 FIXED ASSETS / MACHINERY & EQUIPMENT		
165.10-00 MACHINERY & EQUIPMENT / ACCUMULATED DEPRECIATION		
TOTAL ASSETS		3,389,768.63

LIABILITIES

202.06-02 DEFERRED REVENUE / LOANS	353.72
TOTAL LIABILITIES	353.72

FUND EQUITY

RETAINED EARNINGS	3,389,414.91
TOTAL FUND EQUITY	3,389,414.91
TOTAL LIABILITIES AND FUND EQUITY	3,389,768.63

GENERAL LEDGER ACTIVITY LISTING

PREPARED 06/17/2019, 12:45:08  
PROGRAM GM3621A  
CITY OF WINCHESTER

APP NUMBER	PER.	CD	DATE	TRANSACTION	DESCRIPTION	DEBITS	CREDITS	BEGINNING / ENDING BALANCE
778-0000	101	01-11		CHECKING ACCOUNT /	EDA BREF ESCROW ACCT			24,495.00
GM 07490	11/19	AJ	05/01/19	AJ07490	Bus Online User Fee		5.00	
GM 07490	11/19	AJ	05/03/19	AJ07490	T/S Properties Check # 93	24,000.00		
ACCOUNT TOTAL						24,005.00		490.00

FUND TOTAL

.00

24,005.00

24,005.00

490.00

PREPARED 06/17/2019, 12:45:08  
PROGRAM GM362LA

GENERAL LEDGER ACTIVITY

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION  
ACCOUNT: 778-000-101.01-11

TYPE: O (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD...FROM: 11 TO: 11

PRINT SUMMARY TOTALS ONLY (Y/N) : N  
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY (Y/N) : N  
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS (Y/N) : N  
PRINT PERIOD BALANCE (Y/N) : N  
PAGE BREAK ON ACCOUNT (Y/N) : N  
PAGE BREAK BY FUND (Y/N) : Y

# ADAMS AND JONES, P.L.C.

Attorneys at Law

11 South Cameron Street

Winchester VA 22601

(540) 667-7308

www.adamsjonesplc.com

Nate L. Adams, III  
Michelle Morris Jones  
Carolyn Scully Fitzwater

Nate L. Adams, III, P.C.  
Direct Facsimile (540) 667-7165  
Michelle Morris Jones, P.C.  
Direct Facsimile (540) 535-1032

June 7, 2019

via **HAND DELIVERY AND EMAIL: [Shawn.Hershberger@winchesterva.gov](mailto:Shawn.Hershberger@winchesterva.gov)**

Shawn P. Hershberger, Executive Director  
Economic Development Authority of the City of Winchester, Virginia  
33 E. Boscawen St  
Winchester, VA 22601

Re: Economic Development Authority of the City of Winchester, Virginia  
**Agreement for Legal Services**

Dear Mr. Hershberger:

I am pleased that you are considering Nate L. Adams, III, P.C. ("the Firm") to serve as legal counsel for the Economic Development Authority of the City of Winchester, Virginia ("EDA"), beginning July 1, 2019 through June 30, 2020. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact me prior to signing this engagement agreement.

**Scope of Representation:** Once engaged, the Firm will provide legal services in connection with the development projects undertaken by the EDA and its related entities (consisting of Piccadilly Street Investments LLC and Cameron Street Investments, LLC), including but not limited to the review of MOU's and contracts, drafting of agreement, attending meetings as necessary and providing legal advice to the EDA and its related entities. A separate engagement agreement for provision of services and payment for services other than those set forth above will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Fees and Billing Statements:** The Firm will submit a bill to you monthly. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the 20<sup>th</sup> of the month.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether a third party is directed by a court or other entity as set forth in the Responsibilities of

Law Firm and Client section below.

The hourly rates charged for legal services, billable in ten minute increments, in your matter are as follows:

Nate L. Adams, III, partner	\$315.00
Associate Attorneys	\$195.00
Legal Assistants	\$ 90.00

Examples of legal services include, but are not limited to, court appearances; preparation of pleadings, letters, emails, and other documents; conferences; telephone calls to you and others including opposing counsel and witnesses; legal research; and review of documents. These rates are subject to annual review and, if appropriate, adjusted upon advance notice to you.

**Expenses:** In the course of rendering services to you, expenses may occasionally be advanced by the Firm on your behalf which are *in addition* to the hourly rates quoted above. Examples of such expenses include, but are not limited to, photocopies, filing fees, service fees, court reporter fees, deposition costs, expert witness fees, computerized legal research, conference and telephone calls, facsimile transmissions, lodging, meals, and other travel expenses. Many of these expenses occur only in the context of litigation.

The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as court reporter or service fees, will be billed to you as our out-of-pocket costs.

Substantial expenses, those which generally exceed Two Hundred Fifty Dollars (\$250.00), will be approved by you in advance. Expenses shall be promptly reimbursed by you and, in the event that these or other expenses are paid out of your trust balance, you agree to replenish your trust balance so that it will remain at the level of the advanced payment quoted above.

**Late Payment and Failure to Pay:** Statements will be provided monthly. The statements will include a description of all work performed and expenses incurred or advanced during the billing period. All statements are due by the 20<sup>th</sup> of the month. In the event that payments are not made in a timely manner, the Firm reserves the right to withdraw from representation and to apply any amounts held in trust to the outstanding balance. In addition, if full payments are not received on a timely basis, I will conclude that this lack of full payment is at your choice and convenience. I reserve the right to charge interest at the rate of 1 ½ percent per month (18% per annum). Any checks returned for any reason must be paid in cash within five (5) days along with a \$35 returned check charge.

In the event that we are required to file an action or proceeding to collect any late payment

or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney's fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who do such work.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the "Scope of Representation" section of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court administrative body.

It is your duty to keep us informed of your mailing address and other contact information. If at any time during the course of this representation your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address.

One particular matter should be brought to your attention. While it is possible that the Court may order one party to pay the other all or part of the attorney's fees in connection with a matter as incurred by the other party, the obligation to pay fees of the Firm is the obligation of the person employing us. The Court may order one party to pay us a portion of the fees of our client and any amounts actually received will be credited against those fees but this does not relieve our client of the obligation to see that our fees are paid in full. Amounts ordered by the Court and collected from the other party, if any, will be credited to your outstanding bill and, if the amount received from the other party exceeds the outstanding balance at the time of receipt, the excess will be paid to you to compensate you in part or all for amounts you have already paid. If, at any time, you find that there

is difficulty in meeting your payments, I ask that you discuss it with me immediately so that some form of security may be established.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all substantive legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses, and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm and, where litigation is involved, the withdrawal of the Firm as counsel of record.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you. In addition, you agree to cooperate in the withdrawal of the Firm as counsel of record.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provision of this agreement.

**Confidentiality:** Confidential communications between the Firm and the client are protected by the attorney-client privilege. Certain forms of communication - telephone, fax, or letter - provide confidentiality and confirmation that the communication has been received. Email, although a quick means of communication, may not provide these protections depending upon the location of the computer or device containing the email, others access to the computer or device, or the knowledge by third parties of passwords to access the data. You acknowledge that if you request or authorize communications by email, the attorney-client privilege may not protect the communications.

In addition, the Firm routinely "backs up" data created and/or generated on your case which may include third parties and what is known as "The Cloud." The Firm is not responsible for any unauthorized access to your data held by these third parties nor any resulting damages.

Letter to Shawn Hershberger, Executive Director  
June 7, 2019  
Page 5

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of seven years after we close our file. At the expiration of the seven year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

I ask that you sign a copy of this agreement on behalf of Winchester Economic Development Authority of the City of Winchester, Virginia, and return it to me.

If you have any questions or concerns about the terms of this engagement agreement, please contact me immediately. On behalf of the law firm, I appreciate the opportunity to represent you in this matter. With kind regards, I remain

Very truly yours,



Nate L. Adams, III

NLA/psb  
Enclosure

**ACCEPTANCE**

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

**ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF WINCHESTER,  
VIRGINIA**

By: \_\_\_\_\_  
Shawn P. Hershberger

\_\_\_\_\_ Date

\_\_\_\_\_  
Title

**EDA Operating Budget Fiscal Year 2020**  
**July 1, 2019- June 30, 2020**

<b>Code</b>	<b>Expenses</b>	<b>Budgeted Amt.</b>
<b>31-20</b> <b>Accounting &amp; Audit</b>	Accountant	\$5,000.00
	Auditor	\$15,000.00
<b>31-30</b> <b>Management Consulting</b>	Consultants	\$40,000.00
<b>31-50</b> <b>Legal Services</b>	Attorney	\$20,000.00
<b>33-25</b> <b>Computer Software</b>	Jobs EQ	\$5,500.00
<b>36-20</b> <b>Marketing &amp; Advertisement</b>	Conference Sponsorship	\$7,500.00
	Marketing Program	\$5,000.00
	Target Industry Outreach	\$7,000.00
	Promotional Items	\$7,500.00
	Joint Marketing Efforts	\$10,000.00
<b>53-04</b> <b>Insurance</b>	Property Insurance	\$6,315.00
<b>56-01</b> <b>Contributions-Grants</b>	Commercial Rehab. Grant	\$50,000.00
	MEDPIG	\$25,000.00
	Exterior Improvement Grant	\$50,000.00
	Job Creation Grant	\$50,000.00
<b>56-99</b> <b>Contributions-Sponsorships</b>	SBDC	\$20,000.00
	WoW!	\$4,600.00
	Expo	\$1,500.00
	MFG Week	\$5,000.00
	Widget Cup	\$500.00
	Public Relations Prospect Events	\$3,000.00
<b>58-10</b> <b>Dues &amp; Memberships</b>	Chamber of Commerce	\$315.00
	Site Location Partnership	\$5,300.00
<b>58-72</b> <b>Misc Charges &amp; Fees</b>	Bank Fees	\$100.00
	State Corp. Commission (LLC Payments)	\$150.00
<b>60-02 Food &amp; Food Service</b>	Business Meetings	\$800.00
<b>Total</b>		<b>\$345,080.00</b>

**RESOLUTION AUTHORIZING THE CREATION OF THE ECONOMIC COALITION OF THE  
NORTHERN SHENANDOAH VALLEY**

WHEREAS, the Economic Development Authorities of the City of Winchester, Counties of Frederick and Clarke, Virginia (the "EDAs") acknowledge the importance of site selector consultants and business attraction project managers with the Virginia Economic Development Partnership in the location of new businesses; and

WHEREAS, in recognition of the value of site selectors and business attraction project managers with the Virginia Economic Development Partnership in the economic development process, the EDAs intend to create the Economic Coalition of the Northern Shenandoah Valley ("ECNSV") to strengthen and expand their activities as they relate exclusively to site selectors and business attraction managers with the Virginia Economic Development Partnership; and

WHEREAS, the ECNSV will have an initial Board of Directors composed of six (6) directors, consisting of the Economic Development Director of each participating jurisdiction and the Chair, or a Chair's designee, of each of the participating EDAs; and

WHEREAS, the EDAs will prepare and maintain necessary collateral (i.e. website) to support the efforts of the ECNSV with each EDA equally funding; and

WHEREAS, the Executive Director of the Economic Development Authority of the City of Winchester, Virginia (the Authority) in consultation with the Authority's Chair, or Chair's designee, will determine in their sole discretion the Authority's participation in any activity of the ECNSV; and

WHEREAS, funding the Authority's share of any activity of the ECNSV will come from the Authority's general fund; and

NOW, THEREFORE, BE IT RESOLVED that the Economic Development Authority of the County of the City of Winchester, Virginia approves the creation of the Economic Coalition of the Northern Shenandoah Valley; and

BE IT FURTHER RESOLVED, that the Authority hereby appoints its Chair to serve as a director of ECNSV; provided, however, that the Authority's Chair may designate a different member of the Authority's board of directors to serve in the Chairman's place.

The undersigned hereby certifies that the above Resolution was duly adopted by the directors of the Economic Development Authority of the City of Winchester, Virginia at a meeting duly called and held on June 18, 2019 and that such resolution is in full force and effect on the date hereto.

Chair, Economic Development  
Authority of the City of Winchester,  
Virginia

ATTEST

DRAFT

**City of Winchester Economic Development Authority**  
**Regional Economic Development Organization**

**I. Organization**

The Economic Development Authorities of the Counties of Clarke and Frederick and the City of Winchester have agreed to establish the Economic Coalition of the Northern Shenandoah Valley ("Coalition"). The Board of Directors of the Coalition shall be comprised of one (1) member from each respective Economic Development Authority who will be appointed by the Chair of each respective Economic Development Authority, and each respective Economic Development Authority's executive director. This Charter shall govern the Coalition with regard to its duties and responsibilities.

**II. Purpose**

The primary function of the Coalition is to assist the Economic Development Authorities of the Counties of Clarke and Frederick and the City of Winchester with activities exclusive to site selectors and business attraction managers with the Virginia Economic Development Partnership. The Coalition's primary duties and responsibilities are as follows:

- To review site selector partnership opportunities with the Virginia Economic Development Partnership.
- To develop partnership opportunities with business attraction managers with the Virginia Economic Development Partnership.
- To develop and maintain basic collateral (i.e. website) to support the Coalition efforts.

The Coalition will primarily fulfill these responsibilities by carrying out the activities enumerated in Section IV of this Charter.

**III. Meetings**

The Coalition shall meet annually or more frequently as circumstances dictate. The annual meeting shall be held on the second Tuesday of September at 10:00 a.m. , unless the same shall fall upon a legal holiday, in which case said annual meeting shall be held on the following day or upon such other date as might be established by the ECNSV's Board of Directors. The annual meeting of the ECNSV will include a recap of previous activities, trends within the site selector process, discussion of desired activities in upcoming year and any other activities as deemed appropriate by the Board. A majority of the Coalition members may call or cancel meetings of the Coalition. The Economic

Development Authorities' executive directors will collectively prepare an agenda in advance of each meeting.

#### **IV. Responsibilities**

The Coalition shall have the following duties and responsibilities:

1. Review and select site selector partnership opportunities with the Virginia Economic Development Partnership.
2. Develop partnership opportunities with the business attraction managers of the Virginia Economic Development Partnership.
3. Prepare minutes of all meetings of the Coalition, and report to the respective EDAs and localities on the matters discussed at each Coalition meeting, as appropriate.
4. Will not handle any funds.
5. Partial or complete dissolution of the Coalition shall be by written confirmation by a majority of Coalition members.
6. Review and reassess annually the adequacy of this Charter and conduct an annual self-assessment of this Coalition's performance.
7. Perform any other activities consistent with this Charter, the Coalition's goals, objectives and governing law, as the Coalition deems necessary or appropriate.

## MICRO-LOAN PROGRAM APPLICATION

### PURPOSE

The purpose of the Winchester Micro-loan Program is to provide affordable, market-rate financing to stimulate the growth of new and existing small and micro-level businesses in the City of Winchester's Enterprise Zone. The Micro-Loan Program provides financing to qualifying businesses based on self-determination of need, where the applicant is unable to finance the proposed project with equity, bank financing and other private and public financing at affordable terms.

### ELIGIBLE AREA

The incentive is available in the Enterprise Zone and the Historic District.

### ELIGIBLE APPLICANTS

All Business owners within the Enterprise Zone and Historic District are eligible to apply, not including non-profit organizations. The EDA does not discriminate on the basis of race, religion, sex, color, age, sexual orientation or national origin.

### ELIGIBLE ACTIVITIES

Micro-Loans are available for the following activities:

- Small equipment and/or furniture needs, including acquisition, delivery and installation.
- Working capital for new sales growth to include accounts receivable and inventory.
- Small leasehold improvements and façade renovations.

### INELIGIBLE ACTIVITIES

Micro-loans may not be used for the following purposes:

- Refinancing or consolidation existing debt.
- Leveraged buy-outs.
- Distribution or payment to owners, partners, shareholders or beneficiaries of the applicant.
- Other activities that the EDA may identify as inappropriate for the program.

### TERMS AND CONDITIONS

Loan amounts available for any single business will range from a minimum of \$1,000 to a maximum of \$10,000.

The interest rate is set at 7% and the term, amortization and repayment schedule period will be 24 months unless otherwise negotiated and approved by the EDA. Terms for equipment loans will be extended to 36 months.



**BUSINESS INFORMATION**

Name of Business:	Nibblins
Property Address:	27 North Loudoun Street
Tax ID #:	20-0197158
Applicant:	Susan Dolinar
Applicant Email Address:	sdolinar@nibblins.com
Telephone:	540-533-5434

Is this business New or Existing?

New  Existing

Is this business located within the Enterprise Zone or Historic District of the City?

Yes  No

Amount Requested: 8826.25  
*(Amount cannot exceed \$10,000 or be under \$1,000)*

**PROPOSED PROJECT**

Please describe the overall project for which financing assistance is being requested. If more space is needed, continue on a separate sheet.

Computer Hardware update for my Point of Sale System used in my store.  
This system helps me to track sales, inventory and customer information.

**PROJECT TIMELINE**

When will the project be completed? If the project is being completed in stages, please list the estimated completion date of each stage.

Should be completed by May 1.



**JOBS**

State the number of Full-time and Part-time positions presently employed at the business.

PT: 7

FT: 1

Estimate the number of positions that will be created over the next five years: 5

**DISCLOSURES**

- 1. Have you or co-applicant ever declared bankruptcy or defaulted on any financial or contractual obligation?  
Yes      No
- 2. Are you or your business involved in any pending litigation? Yes  No
- 3. Are you or your business delinquent on any federal, state, or local taxes? Yes  No
- 4. Have you or your co-applicant been convicted of a felony? Yes  No

\*If the answer is YES to any of the above, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION AND CONSENT TO RELEASE OF INFORMATION**

I certify the above information and statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of obtaining a loan. I authorize the Economic Development Authority of the City of Winchester to make inquiries as necessary to verify the accuracy of the statements made and to determine by credit worthiness. I understand that the EDA may ask for additional information not listed as they deem necessary to complete my application.

Signed: **Susan L Dolinar** Digitally signed by Susan L Dolinar  
Date: 2019.04.05 11:04:14 -04'00' Title: member/manager

Date: 04/05/2019

Signed: **Susan L Dolinar** Digitally signed by Susan L Dolinar  
Date: 2019.04.05 11:04:51 -04'00' Title: member/manager

Date: 04/05/2019

Submit application either by mail or electronically to the Office of Economic Redevelopment located at 33 East Boscawen Street, Winchester. Applications may be emailed to [shirley.dodson@winchesterva.gov](mailto:shirley.dodson@winchesterva.gov). Once the application is received and deemed complete, it will be reviewed by the EDA Loan Committee and their recommendation will be forwarded to the EDA Board at their next monthly meeting for a vote to approve or deny the application.



VICINITY MAP



SCALE: 1" = 1000'

OWNER CERTIFICATION

CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF \_\_\_\_\_, TO WIT:

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED  
BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_.  
REGISTRATION No. \_\_\_\_\_

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

TO PROVIDENCE CAPITAL PARTNERS, LLC, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(a), 8, 11 AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 8, 2019. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF VIRGINIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

SIGNED: \_\_\_\_\_  
CHRISTOPHER G. BLAIR, LS NO. 3276

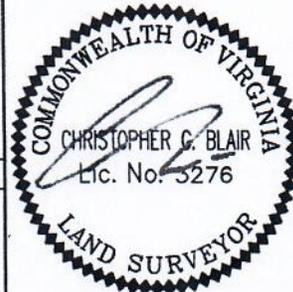
ALTA/ NSPS LAND TITLE SURVEY  
OF THE LAND OF  
**CITY OF WINCHESTER**  
CITY OF WINCHESTER, VIRGINIA

SCALE: AS SHOWN

DATE: MAY 8, 2019



GREENWAY ENGINEERING, INC.  
151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com



**NOTES**

1. TITLE TO THE PROPERTY SHOWN HEREON IS VESTED IN "CITY OF WINCHESTER" AS RECORDED BY INSTRUMENT #140001139 OF THE CITY OF WINCHESTER, VIRGINIA LAND RECORDS.
2. THE PROPERTY SHOWN HEREON IS IDENTIFIED AS WINCHESTER CITY TAX PARCELS 174-1-J-17 AND IS CURRENTLY ZONED B1 PER THE CITY OF WINCHESTER GIS DATABASE.
3. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY BY THIS FIRM.
4. THE PROPERTY SHOWN HEREON LIES ENTIRELY WITHIN ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANGE FLOODPLAIN PER N.F.I.P. FLOOD INSURANCE RATE MAP No. 51069C0216D, DATED SEPTEMBER 2, 2009.
5. SOME FENCE LINES SHOWN HEREON MEANDER ON OR NEAR THE BOUNDARY LINES; HOWEVER, THE LOCATION OF SUCH FENCES SHOULD NOT BE CONSIDERED AS RELIABLE BOUNDARY DEMARCATION.
6. THIS SURVEY RELIES ON THE TITLE COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY FILE No. 19VA18073-T FOR THE DISCLOSURE OF ANY EASEMENTS AFFECTING THIS PROPERTY.
7. THE UNDERGROUND UTILITY LINES SHOWN HEREON ARE BASED ON A COMBINATION OF SURFACE LOCATIONS AND THIRD PARTY SUBSURFACE UTILITY LOCATING SERVICES VIA VA811, TICKET NUMBER A806100655-00A.
8. DISTANCES SHOWN HEREON THAT ARE MARKED WITH A "\*" SYMBOL DIFFER FROM THE ORIGINAL SURVEY OF RECORD AS FOUND AT INSTRUMENT #170001033.

**TITLE COMMITMENT NOTES**

THIS TITLE COMMITMENT NOTE HAS BEEN PREPARED IN REFERENCE TO TITLE REPORT COMMITMENT NO. 19VA18073-T, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE: APRIL 5, 2019 AT 8:00 AM. PER SAID TITLE COMMITMENT, THIS PROPERTY IS SUBJECT TO THE FOLLOWING EXCEPTIONS FROM SCHEDULE B, SECTION II THAT ARE APPLICABLE TO THIS SURVEY-

8. TERMS, PROVISIONS, RESTRICTIONS, CONDITIONS, EASEMENTS, LIENS, ASSESSMENTS, DEVELOPER RIGHTS, OPTIONS, RIGHTS OF FIRST REFUSAL AND RESERVATIONS CONTAINED IN INSTRUMENT RECORDED IN (BOOK) 106 (PAGE) 179, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW. ~ AS SHOWN HEREON.
9. TERMS, CONDITIONS, EASEMENTS, RESTRICTIONS AND OTHER CRITERIA AS SHOWN ON THE PLAT RECORDED AS INSTRUMENT NUMBER 060002070 AND IN INSTRUMENT NUMBER 170001033. ~ AS SHOWN HEREON.

ALTA/ NSPS LAND TITLE SURVEY  
OF THE LAND OF  
**CITY OF WINCHESTER**  
CITY OF WINCHESTER, VIRGINIA

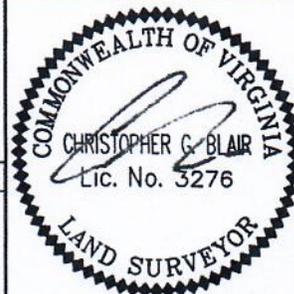
SCALE: AS SHOWN

DATE: MAY 8, 2019



**GREENWAY**  
ENGINEERING

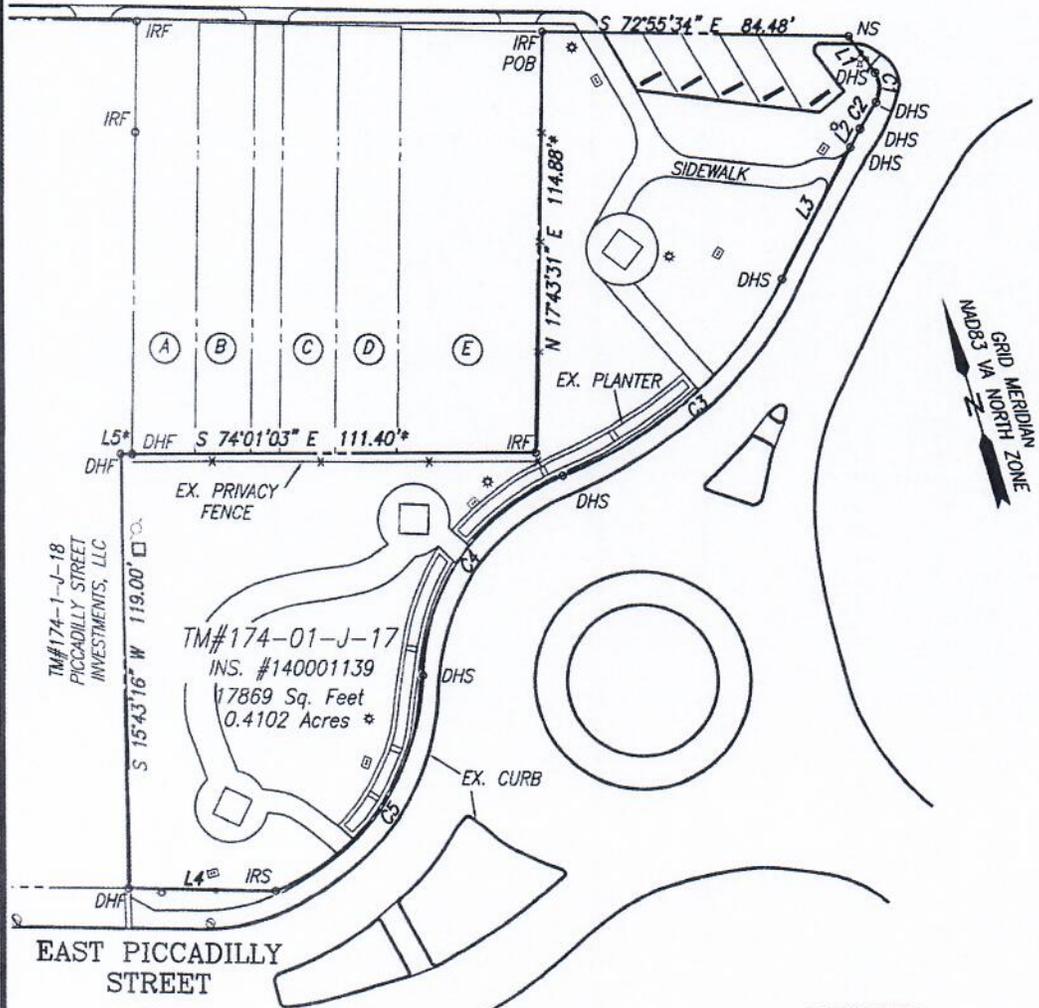
GREENWAY ENGINEERING, INC.  
151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com



6504 SHEET 2 OF 4

EAST FAIRFAX LANE

\* SEE SHEET 4 FOR LINE TABLE \*



**LEGEND**

IRS = 1/2" IRON ROD SET  
 IRF = IRON ROD FOUND  
 NS = NAIL SET IN ASPHALT  
 DHS = DRILL HOLE SET  
 DHF = DRILL HOLE FOUND  
 INST. = INSTRUMENT  
 EX. = EXISTING  
 TM = TAX MAP (PARCEL)

- FIRE HYDRANT
- SANITARY CLEAN OUT
- WATER METER
- GUY WIRE
- GAS METER
- GAS VALVE
- UTILITY POLE
- OVERHEAD UTILITY LINE
- JUNCTION BOX
- LIGHT POLE

**ADJOINERS:**

- (A) TM#174-01-J-1  
WILLIAM A. MARTIN
- (B) TM#174-01-J-2  
MSC ENTERPRISE, LLC
- (C) TM#174-01-J-3  
ROSE O. LANE, LIFE EST.
- (D) TM#174-01-J-4  
ROSE O. LANE, LIFE EST.
- (E) TM#174-01-J-5  
COBALT DEVELOPEMENT LLC

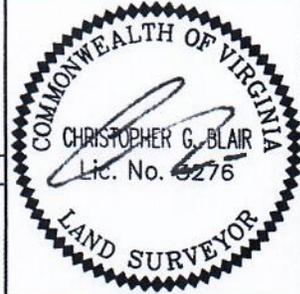
ALTA/ NSPS LAND TITLE SURVEY  
 OF THE LAND OF  
**CITY OF WINCHESTER**  
 CITY OF WINCHESTER, VIRGINIA

SCALE: 1" = 40'

DATE: MAY 8, 2019



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## METES AND BOUNDS DESCRIPTION

BEGINNING AT A 5/8" IRON ROD FOUND ON THE SOUTHERN SIDE OF EAST FAIRFAX LANE, A VARIABLE WIDTH RIGHT OF WAY, AND BEING THE NORTHEAST CORNER OF THE LAND OF COBALT DEVELOPMENT, LLC, AS RECORDED AT INSTRUMENT #010002829 AMONG THE LAND RECORDS OF THE CITY OF WINCHESTER, VA; THENCE WITH THE SOUTH LINE OF EAST FAIRFAX LANE, S72°55'34"E A DISTANCE OF 84.48' TO A NAIL SET IN ASPHALT;

THENCE, WITH THE WEST LINE OF EAST PICCADILLY STREET, A VARIABLE WIDTH RIGHT OF WAY, THE FOLLOWING EIGHT (8) COURSES:

S19°53'06"E A DISTANCE OF 12.16' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 7.00', HAVING AN ARC LENGTH OF 8.52', A CHORD BEARING OF S14°58'24"W, WITH A CHORD LENGTH OF 8.00' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 116.50', HAVING AN ARC LENGTH OF 8.44', A CHORD BEARING OF S47°45'23"W, WITH A CHORD LENGTH OF 8.44' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, S44°35'04"W A DISTANCE OF 5.61' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, S44°10'15"W A DISTANCE OF 41.06' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 114.50', HAVING AN ARC LENGTH OF 83.00', A CHORD BEARING OF S64°56'15"W, A CHORD LENGTH OF 81.19' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 60.50', HAVING AN ARC LENGTH OF 71.29', A CHORD BEARING OF S51°56'34"W, A CHORD LENGTH OF 67.24' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 66.50', HAVING AN ARC LENGTH OF 76.52', A CHORD BEARING OF S51°08'50"W, A CHORD LENGTH OF 72.37' TO 1/2" IRON ROD SET;

THENCE, N72°46'44"W A DISTANCE OF 40.36' TO A DRILL HOLE FOUND, THE SOUTHEAST CORNER TO THE LAND OF PICCADILLY STREET INVESTMENTS, LLC, AS RECORDED AS INSTRUMENT #170002935 AMONG THE LAND RECORDS OF THE CITY OF WINCHESTER, VA;

THENCE, WITH THE EASTERN LINE OF PICCADILLY STREET INVESTMENTS, LLC, N15°43'16"E A DISTANCE OF 119.00' TO A DRILL HOLE FOUND;

THENCE, S73°16'44"E A DISTANCE OF 3.19' TO A DRILL HOLE FOUND, THE EASTERN CORNER TO THE LAND OF PICCADILLY STREET INVESTMENTS, LLC AND BEING THE SOUTHWEST CORNER TO WILLIAM A. MARTIN, AS RECORDED AT DEED BOOK 222, PAGE 634 AMONG THE LAND RECORDS OF THE CITY OF WINCHESTER, VA ;

THENCE, S74°01'03"E A DISTANCE OF 111.40' TO A 5/8" IRON ROD FOUND, THE SOUTHEAST CORNER TO THE LAND OF SAID COBALT DEVELOPMENT, LLC;

THENCE, WITH THE EASTERN LINE OF THE LAND OF COBALT DEVELOPMENT, LLC, N17°43'31"E A DISTANCE OF 114.88' TO THE POINT OF BEGINNING,

HAVING A TOTAL AREA OF 17,869 SQUARE FEET, 0.4102 ACRES MORE OR LESS.

### LINE TABLE

LINE	BEARING	DISTANCE
L1	S 19°53'06" E	12.16'
L2	S 44°35'04" W	5.61'
L3	S 44°10'15" W	41.06'
L4	N 72°46'44" W	40.36'
L5	S 73°16'44" E	3.19'

### CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	8.52'	7.00'	69°41'59"	S 14°58'24" W	8.00'
C2	8.44'	116.50'	4°09'06"	S 47°45'23" W	8.44'
C3	83.00'	114.50'	41°31'50"	S 64°56'15" W	81.19'
C4	71.29'	60.50'	67°31'06"	S 51°56'34" W	67.24'
C5	76.52'	66.50'	65°55'52"	S 51°08'50" W	72.37'

## ALTA/ NSPS LAND TITLE SURVEY

OF THE LAND OF

## CITY OF WINCHESTER

CITY OF WINCHESTER, VIRGINIA

SCALE: AS SHOWN

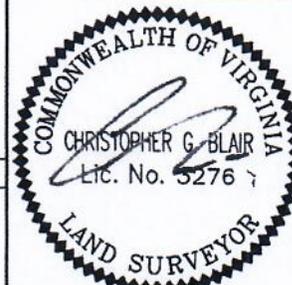
DATE: MAY 8, 2019



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6504 SHEET 4 OF 4

DRAFT 6/13/19

**THE GRANTEE IS EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTION 58.1-811(A)(3) AND SECTION 58.1-811(C)(4) OF THE CODE OF VIRGINIA (1950, AS AMENDED).**

**THIS DEED, DEED OF RESERVED EASEMENTS AND MAINTENANCE OBLIGATIONS**, made and dated this \_\_\_\_\_ of \_\_\_\_\_, 2019, by and between the **CITY OF WINCHESTER, VIRGINIA**, a Municipal Corporation chartered by the Commonwealth of Virginia, whose mailing address is 15 North Cameron Street, Winchester, Virginia 22601, hereinafter called the "**Grantor**"; and **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF WINCHESTER, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter called the "**Grantee**".

**RECITALS:**

A. The Grantor is the owner of that certain lot or parcel of land located on the northwest side of East Piccadilly Street and National Avenue, in the City of Winchester, Virginia containing 17,869 square feet, more or less (0.4102 acres, more or less) (the "**Property**"), as more particularly set forth on that certain plat titled "ALTA/NSPS Land Title Survey Of The Land Of City of Winchester" dated May 8, 2019, drawn by Christopher G. Blair, L.S. (the "**Plat**"), which plat is attached hereto and incorporated herein by reference as if set out in full.

B. The Grantor has agreed to grant and convey the Property unto the Grantee with special warranty of title, subject to certain reserved easements for public use, certain maintenance obligations and certain expense obligations, as more fully set forth hereinafter.

**NOW, THEREFORE, WITNESSETH:** That for and in consideration of the sum of Sixty-two Thousand Dollars (\$62,000.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS:** The Recitals are incorporated herein and made a material part hereof as if set out in full.

2. **CONVEYANCE OF PROPERTY:**

(a) The Grantor hereby grants and conveys unto the Grantee with Special Warranty of title, the Property containing 17,869 square feet, more or less (0.4102 acres, more or less), as more particularly described on the Plat.

(b) This conveyance is made subject to all easements, rights of way and restrictions of record affecting the subject property; provided, however, that the foregoing shall not be deemed in any way to reinstitute or republish any restrictions of record that may have expired or lapsed.

3. **RESERVED EASEMENTS:**

(a) **SIDEWALK EASEMENTS:** The Grantor hereby reserves those certain easements over a portion of the Property for purposes of pedestrian access over existing sidewalks located thereon and for purposes of providing and maintaining public safety (the "**Sidewalk Easements**"). The Sidewalk Easements shall be perpetual, appurtenant and permanent easements and shall run with the title to the Property for the benefit of the City. The Sidewalk Easements shall extend to and be binding upon the successors and assigns of the Grantee.

(b) **PUBLIC PARKING EASEMENTS:** The Grantor hereby reserves those certain easements for purposes of vehicular parking by the public in six (6) existing parking spaces located along the south side of East Fairfax Street, as more particularly described on the attached Plat (the "**Public Parking Easements**"). The Public Parking Easements shall be perpetual, appurtenant and permanent easements and shall run with the title to the Property for the benefit of the City. The Public Parking Easements shall extend to and be binding upon the successors and assigns of the Grantee.

(c) **LIGHT POLE EASEMENTS:** The Grantor hereby reserves those certain easements for four (4) existing light poles located upon a portion of the Property, together with all wiring serving such existing light poles for the purposes of installation, maintenance,

repair, replacement and/or removal of the light poles and associated wiring in order to provide lighting and maintain public safety, as more particularly described on the attached Plat (the "**Light Pole Easements**"). The Light Pole Easements shall be perpetual, appurtenant and permanent easements and shall run with the title to the Property for the benefit of the City. The Light Pole Easement shall extend to and be binding upon the successors and assigns of the Grantee.

(d) **SIGN EASEMENTS:** The Grantor hereby reserves those certain sign easements over a portion of the Property for purposes of the installation, maintenance, repair, replacement and/or removal of two (2) historic markers currently located upon a portion of the Property (the "**Sign Easements**"). The Sign Easements shall be perpetual, appurtenant and permanent easements and shall run with the title to the Property for the benefit of the City. The Sign Easements shall extend to and be binding upon the successors and assigns of the Grantee.

(e) **PLANTER EASEMENTS:** The Grantor hereby reserves those certain easements over a portion of the Property for purposes of the installation, maintenance, repair, replacement and/or removal of the existing planters (the "**Planter Easements**"). The Planter Easements shall be perpetual, appurtenant and permanent easements and run with the title to the Property for the benefit of the City. The Planter Easements shall extend to and be binding upon the successors and assigns of the Grantee.

(f) **IRRIGATION SYSTEM ACCESS:** The Grantor hereby reserves an easement over a portion of the Property for purposes of the installation, maintenance, repair and replacement of the irrigation system located upon a portion of the Property, including, but not limited to, reasonable access to and the right to install, maintain, repair, replace and/or remove the panel box which controls the operation of the irrigation system ("**Irrigation System Easement**"). The Irrigation System Easement shall be a perpetual, appurtenant and permanent easement and run with the title to the Property for the benefit of

the City. The Irrigation System Easement shall extend to and be binding upon the successors and assigns of the Grantee.

4. **MAINTENANCE OBLIGATIONS:**

(a) The Grantee agrees to maintain the Sidewalk Easements, the Public Parking Easements, the Sign Easements and the Planter Easements in accordance with all applicable City ordinances, regulations and policies, at Grantee's sole cost and expense.

(b) The Grantee agrees to repair and replace, as necessary, the improvements located within the Sidewalk Easements, the Public Parking Easements, the Sign Easements and the Planter Easements at Grantee's sole cost and expense.

(c) The Grantee agrees to maintain all landscaping, including trees and shrubbery, and grass areas currently located upon the Property at Grantee's sole cost and expense and to keep such landscaping and grass areas properly mowed, trimmed and maintained. The Grantee shall replace, as needed, any trees, shrubs, or other plantings at Grantee's sole cost and expense.

(d) The Grantee shall be responsible for the payment of all charges for water.

(e) In the event that the Grantee fails to comply with the maintenance, repair, replacement and expense obligations set forth in this Section 4, the Grantor may, but is in no way obligated, to complete such maintenance, repair, replacement and payment of expenses at the sole cost and expense of the Grantee. In the event that the Grantee fails to promptly reimburse the Grantor for the cost of such maintenance, repair, replacement and expenses, the Grantor shall be authorized to place and enforce a lien upon the Property in order to collect the reimbursement funds from the Property or, in the Grantor's sole discretion, to obtain and enforce a money judgment against the Grantee, including Grantor's attorney's fees and costs incurred.

(f) The Grantor agrees to maintain, repair and replace, as needed, the lights, poles and associated equipment located within the Light Pole Easements, at Grantor's sole cost and expense. In addition, the Grantor shall be responsible for the payment of all charges

for electricity that serves the lights located within the Light Pole Easements.

5. **CONSENT:** The Grantee consents to the terms of this Deed and Deed of Reserved Easements as evidenced by its execution of the attached Plat and this instrument.

6. **SUCCESSORS AND ASSIGNS:** The terms of this Deed and Deed of Reserved Easements shall extend to and be binding upon the successors and assigns of the respective parties hereto.

In accordance with Section 15.2-1803 of the Code of Virginia (1950, as amended) the form of this Deed has been examined and approved by Michael L. Bryan, Special Counsel to the City of Winchester, Virginia, as evidenced by his signature hereupon. In addition, the conveyance of the real estate hereinabove described is hereby accepted by the City of Winchester, Virginia, in accordance with the requirements of the same said statute, as evidenced by the signature of Eden E. Freeman, City Manager, hereupon along with certified copies of Ordinance No. 2019-3 authorizing said acquisition herein attached.

WITNESS the following signatures and seals:

**CITY OF WINCHESTER, VIRGINIA**

By: \_\_\_\_\_ (SEAL)  
Eden E. Freeman, City Manager

ATTEST:

\_\_\_\_\_  
Kerri A. Mellot  
Deputy Clerk of the  
Common Council

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Eden E. Freeman, City Manager, and Kerri A. Mellott, Deputy Clerk of the Common Council of the City of Winchester, Virginia, whose names are signed to the aforesaid Deed dated \_\_\_\_\_, 2019.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael L. Bryan, Special      Date  
Counsel to City of  
Winchester, Virginia

**ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF WINCHESTER, VIRGINIA**

By: \_\_\_\_\_ (SEAL)

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, who is \_\_\_\_\_ of Economic Development Authority Of The City Of Winchester, Virginia, and whose name is signed to the foregoing Deed dated the \_\_\_\_ day of \_\_\_\_\_, 2019.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
Michael L. Bryan  
116 South Braddock Street  
Winchester, VA 22601  
540-545-4130

Deeds/City of Winchester to EDA,  
Piccadilly Street  
6/13/19