

Meeting Agenda

April 1, 2026 - 12:00 PM – Public Meeting

Meeting Location:

Dominion Tower Building - 999 Waterside Drive, Suite 400, Norfolk, Virginia 23510

Regular Meeting

1. Review and approval of minutes for the Meeting on March 4, 2026
2. Financial Updates – Sean Washington
3. Director’s Report - Sean Washington
 - a. Defense Advisory Committee
 - b. Major Projects Update
4. Virginia Business Ready Site Grant – Bob Sharak, Assistant Executive Director
5. Deed of Easement Resolution – Barry Hunter, Kaufman and Canoles

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

Meeting Minutes

The Economic Development Authority of the City of Norfolk called, and held, its regular monthly meeting on Wednesday, March 4, 2026, at 12:02 P.M., 999 Waterside Drive, Suite 400, Norfolk, Virginia 23510.

DIRECTOR'S PRESENT:

Morgan Whayland- Chair
Carter Smith- Vice Chairman
Jaeson Dandalides
John Garrett
Michael Hull
Henri Patten
George Polizos

STAFF PRESENT:

Mike Paris- Secretary-Treasurer
Dawn Ryan- Assistant Secretary-Treasurer

COUNSEL PRESENT:

Barry Hunter- Kaufman & Canoles, P.C.

ABSENT:

Richard Ottinger
Simon Scott
Sean Washington- Executive Director
Robert Sharak- Assistant Executive Director

GUESTS:

Ron Williams- Deputy City Manager
Robert Tajan- Department of Planning
Chris Whitley- Department of Planning
Mike Roggow- Department of Finance
Larry Pendleton- Planning Commission
Mia Byrd Wilson- Department of Economic Development
Delk Koolman - Department of Economic Development
Samantha Hudler- Department of Economic Development
Amy Diggins- Department of Economic Development
Christine Barreca- Department of Economic Development
Key White – Whiting-Turner
Chris Aebel – Timmons Group

MEETING CALLED TO ORDER

Chairwoman Whyland called the meeting to order at 12:02 P.M and thanked the Directors present for attending the meeting. Chairwoman Whyland noted that Mr. Sharak is traveling and Mr. Washington is recovering on medical leave. She recognized the Deputy City Manager of the City of Norfolk, Ron Williams, and thanked him for attending. She then asked if everyone had read the minutes from last meeting noting to add an "A" in the spelling of "MacArthur Mall". With no other corrections or comments, Director Hull motioned to approve, seconded by Director Polizos with Director Smith and Director Warren both abstaining from the vote the minutes were approved. (Vote 6-0-2).

NEW BUSINESS

Mr. Tajan gave a comprehensive update on Norfolk 2050. He noted that the plan is to inform, move the city forward, and improve the business climate. He addressed new categorizations for land uses and the pillars of Norfolk 2050. Finally, Mr. Tajan discussed strategies to optimize land use and pointed out some flaws with the housing first strategy of the past. (Attachment#1)

FINANCIAL UPDATE

Chairwoman Whyland turned over the meeting to Mr. Paris who presented his financial update. Mr. Paris shared that revenue and spending are on track for the year. (Attachment#2)

DIRECTORS REPORT

Mr. Paris gave the Director's Report in place of Mr. Washington. He updated the Board on departmental staff updates, introducing Ms. Christine Barreca as our newest staff member. He also stated some upcoming events with the transfer of Military Circle Mall to the City in the coming weeks and MacArthur Malls closing. Mr. Paris shared information regarding inspections at Military Circle Mall this week and that Budget and Finance and Law Enforcement are working to ensure bills are paid and transferred and security is priority and it is being addressed with inspections and onsite details.

Mr. Paris then gave a report on each of Economic Development's programs. Regarding Business Attraction, he noted an increased interest in the defense base and 16 current projects with \$375M in pipeline. He discussed Business Retention and Expansion's focus on the highest vacancies, \$260M in potential investments, and upcoming expansion announcements. He provided a downtown update regarding MacArthur mall closing on June 30, 2026, and the initiative to support 21 existing small businesses in coordination with property managers. Mr. Paris then noted that Norfolk Works celebrated ten years. He mentioned that the Business Creation and Entrepreneurship team has upcoming corridors and the Revolving Loan fund application process is currently open to apply. Finally, Mr. Paris stated that the department would share calendar invitations for the State of the City. (Attachment#3)

Director Hull asked whether there is money set aside to improve landscaping in the City. Chairwoman Whyland commented that Keep Norfolk Beautiful may have capacity.

Chairwoman Whyland turned over the meeting to Mr. Koolman to provide updates on the Revolving Loan Fund. Mr. Koolman thanked the board for reviewing one loan and shared that there are 8 applications started through the process so far. Mr. Koolman then asked the Board to spread the word about the Revolving Loan Fund and that applications close on March 20th.

In response to Director Garrett question as to whether the department has reached out to local lenders to connect residents with the Revolving Loan Fund, Mr. Koolman and Mr. Paris stated that they will reach out.

CLOSING

Chairwoman Whyland adjourned the meeting at 1:04 P.M.

Approved by _____

Attachments: 1. Plan2050 Overview – Planning presentation

2. Financial Report

3. Directors Report

**RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF NORFOLK AUTHORIZING THE EXECUTION OF AN
EASEMENT AGREEMENT**

WHEREAS, the Economic Development Authority of City of Norfolk (the “EDA”) is the owner of a parcel of land (the “EDA Parcel”) containing approximately 7.497 acres and designated as “Parcel C2-1” on that certain subdivision plat entitled “Subdivision Plat of Residual Parcel C2 Property of the Economic Development Authority of the City of Norfolk, Virginia, Virginia Beach, Virginia” dated January 10, 2018, prepared by American Engineering, which plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia (the “Virginia Beach Clerk’s Office”) as Instrument No. 201808611000473790; and

WHEREAS, the EDA Parcel is subject to, and encumbered by (i) that certain Deed of Easement (Storm Water Detention Basin) dated May 6, 2016, by and between the EDA, as grantor, and Norfolk Outlets, LLC and the EDA, as grantees, and duly recorded in the Clerk’s Office of the Circuit Court of the City of Norfolk, Virginia on May 12, 2016 as Instrument No. 160009773 and in the Virginia Beach Clerk’s Office on May 5, 2018 as Instrument 20180508000377630 (the “Original Drainage Easement Deed”), as amended by that certain Amendment of Deed of Easement (Storm Water Retention Basin) dated as of June 18, 2018 and duly recorded in the Virginia Beach Clerk’s Office as Instrument No. 20180628000524140 (the “Amendment”, and together with the Original Drainage Easement Deed, the “Drainage Easement Deed”), and (ii) that certain Deed of Easement (Connecting Easement and Stormwater Detention Basin) dated June 26, 2018 by and between the EDA, as grantor, and Northampton Development, L.L.C., as grantee, recorded in the Virginia Beach Clerk’s Office as Instrument #: 20180628000526130 (the “Parcel C2-3 Drainage Easement Deed” and together with the Drainage Easement Deed, the “Storm Water Drainage Easements”); and

WHEREAS, Concorde Apts L.P., a Virginia limited partnership (“Concorde”) owns, or is under contract to acquire, title to a parcel of property (the “Concorde Parcel”) adjoining the EDA Parcel and has requested the EDA to grant Concorde an easement for a water pipeline to facilitate the development of the Concorde Parcel; and

WHEREAS, there has been presented to the Board of Directors of the EDA, a Deed of Easement for Water Pipeline (the “Easement”), a copy of which is attached hereto as **Exhibit A**, whereby the EDA would grant and convey the Easement under and through the EDA Parcel; and

WHEREAS, if Concorde proceeds with the development of an apartment project (the “Project”) on the Concorde Parcel, and obtains site plan approval for the Project, the EDA is agreeable to granting the Easement on the terms and conditions specified therein.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK:

1. The EDA approves the Easement substantially in the form presented at this meeting, with such changes, additions and deletions as the Chairman, Vice Chairman, Executive Director, or Secretary-Treasurer in consultation with the counsel, may approve, with such approval to be evidenced conclusively by the execution and delivery of the Easement by the Chairman, Vice

Chairman, Executive Director, or Secretary-Treasurer on the condition Concorde has obtained site plan approval for the Project.

2. The Chairman, Vice Chairman, Executive Director, and Secretary-Treasurer each of whom may act without the joinder of the other, are authorized to execute and deliver the Easement and such other documents and agreements as may be necessary or desirable in connection with the transactions authorized by this resolution or contemplated by the Easement, and the Secretary-Treasurer and any Assistant Secretary-Treasurer, or any of them, is authorized to affix and attest the EDA's seal to any such instrument. All of the officers of the EDA are authorized to execute and deliver on behalf of the EDA such other instruments, documents or certificates, and to do and perform such other things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this resolution or contemplated by the Easement, and all of the foregoing, previously done or performed by such officers or agents of the EDA, are in all respects approved, ratified and confirmed.

3. This resolution shall take effect immediately upon its adoption.

Continued on following page

CERTIFICATE

The undersigned Secretary-Treasurer of the Economic Development Authority of the City of Norfolk (the "EDA"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the EDA at a meeting duly called and held on April 1, 2026, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the EDA as of April 1, 2026.

Secretary-Treasurer, Economic Development
Authority of the City of Norfolk

[SEAL]

EXHIBIT A

Deed of Easement for Water Pipeline

DEED OF EASEMENT FOR WATER PIPELINE

THIS DEED OF EASEMENT FOR WATER PIPELINE, dated as of April __, 2026, by and between **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK**, a political subdivision of the Commonwealth of Virginia ("Grantor"); and **CONCORDE APTS L.P.**, a Virginia limited partnership ("Grantee"), whose address is 440 Monticello Avenue, Suite 1700, Norfolk, Virginia 23510.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey, with Special Warranty, unto the Grantee, its successors and assigns forever, a nonexclusive easement (the "Waterline Easement") for locating, placing, laying and maintaining an underground water line and appurtenances through, along, and under a certain strip of land twenty feet (20') in width and situated on the property of the Grantor more particularly described in **Exhibit A** attached hereto (the "Servient Estate"), the easement area ("Easement Area") of which is more particularly described as follows, to-wit:

All that certain strip of land twenty feet (20') in width, located in the City of Virginia Beach, Virginia, which strip of land is shown and identified as "20' PRIVATE WATERLINE EASEMENT TO BE GRANTED BY DEED OF EASEMENT" on that certain plat entitled "EXHIBIT SHOWING 20' PRIVATE WATERLINE EASEMENT FOR THE BENEFIT OF PROPOSED PARCEL A1 FOR CONCORDE APTS, L.P. VIRGINIA BEACH, VIRGINIA", dated 08/08/25, made by American Engineering Associates – Southwest, P.A., Inc., a copy of which said plat, consisting of two (2) pages, is attached hereto as **Exhibit B**.

The Waterline Easement shall be for servicing only improvements located on, and shall be appurtenant, and run with the title to the property owned by Grantee and more particularly described in **Exhibit C** attached hereto (the "Dominant Estate").

This Deed of Easement for Water Pipeline is subject to the following additional terms and conditions:

1. Grantor expressly reserves: (a) the right to landscape, grade and pave within the aforesaid easement area, and (b) the right to otherwise use the aforesaid easement area for such other purposes as Grantor may desire, provided that such use does not damage the waterline or contaminate the potable water contained within the waterline.

2. Grantor reserves the right to relocate the easement to a new location reasonably acceptable to Grantee; and in such event and at Grantee's option, Grantor shall either (a) relocate the waterline and all associated fixtures and equipment in accordance with Grantee's then existing construction specifications at Grantor's sole cost and expense, or (b) reimburse Grantee for all costs of the waterline relocation.

3. Grantee hereby agrees to indemnify, defend, and hold harmless Grantor and Grantor's successors and assigns and their respective officers, directors, employees and agents from and against any and all claims, actions, damages, liabilities and/or expenses (including reasonable attorneys' fees) in connection with loss of life, bodily injury, personal injury and/or damage to property occurring on or about the Easement Area arising from, or out of the condition of, or arising out of the occupancy or use thereof by Grantee or its successors and assigns including, without limitation, successors in title to the Dominant Estate, or any of their respective members, managers, officers, directors, employees, tenants, customers, invitees, agents or independent contractors. Prior to entering upon or using the Easement Area, Grantee agrees that it will obtain and maintain, or cause to be maintained, at its sole cost and expense, in full force and effect, with good and solvent insurance companies authorized to do business in the Commonwealth of Virginia, (i) commercial general liability insurance policy(ies) against claims on account of bodily injury and property damage incurred upon or about the Easement Area, with limits of at least One Million Dollars (\$1,000,000) in respect to bodily injury to or death of one person, Two Million Dollars (\$2,000,000) in respect of injury to or death of any number of persons arising out of any one occurrence, and Five Hundred Thousand Dollars (\$500,000) per occurrence in respect of any instance of property damage. Said insurance policies, and all endorsements thereto, shall name Grantor (and any successor owner of the Servient Estate) as an additional insured thereunder. The limits of all insurance required hereunder shall be increased periodically (but no more frequently than once every three (3) years) to limits customarily required or recommended by institutional lenders in the Virginia Beach, Virginia area. Grantee will, at such other times as may be requested by the additional insured, provide to Grantor and the owners of the Servient Tract certificates of insurance and proof of payment of premiums evidencing compliance with the foregoing provisions of this Section.

4. To the fullest extent permitted by law, Grantor shall not be responsible or liable for, and Grantee, for itself and its successors and assigns, releases Grantor from any liability for loss, damage or injury to any person or property arising out of (i) the condition of the Easement Area or (ii) the use of the Waterline Easement.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

The signature page of any counterpart may be removed from such counterpart and attached to a different counterpart to form a single complete document.

6. The Waterline Easement is subject to, among other matters of record, (i) that certain Deed of Easement (Storm Water Detention Basin) dated May 6, 2016, by and between Grantor, as grantor, and Norfolk Outlets, LLC and Grantor, as grantees, and duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia on May 12, 2016 as Instrument No. 160009773 and in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia (the "Virginia Beach Clerk's Office") on May 5, 2018 as Instrument 20180508000377630 (the "Original Drainage Easement Deed"), as amended by that certain Amendment of Deed of Easement (Storm Water Retention Basin) dated as of June 18, 2018 and duly recorded in the Virginia Beach Clerk's Office as Instrument No. 20180628000524140 (the "Amendment" and together with the Original Drainage Easement, Deed the "Drainage Easement Deed"), and (ii) that certain Deed of Easement (Connecting Easement and Stormwater Detention Basin) dated June 26, 2018 by and between the Grantor and Northampton Development, L.L.C., and recorded in the Virginia Beach Clerk's Office as Instrument #: 20180628000526130 (the "Parcel C2-3 Drainage Easement Deed" and together with the Drainage Easement Deed, the "Storm Water Drainage Easements").

TO HAVE AND TO HOLD said land unto said Grantee, its successors and assigns forever, subject to the conditions, restrictions and limitations herein contained, and subject to all easements, covenants, conditions and restrictions duly of record and constituting constructive notice, including, without limitation, the Storm Water Drainage Easements.

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SIGNATURES ON FOLLOWING PAGES

WITNESS the following signatures and seals:

GRANTOR:

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF NORFOLK, a political subdivision of the
Commonwealth of Virginia

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of _____,
Virginia, this ____ day of April, 2026, by _____ as
_____ of Economic Development Authority of
the City of Norfolk, a political subdivision of the Commonwealth of Virginia, on its behalf.

GIVEN under my hand this ____ day of _____, 2026.

Notary Public

My Commission Expires: _____

Notary Registration No.: _____

(SEAL)

GRANTEE:

CONCORDE APTS L.P., a Virginia limited partnership

By: _____
Miles B. Leon, Manager

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in _____,
Virginia, this _____ day of _____, 2026, by Miles B. Leon, Concorde Apts L.P., a
Virginia limited partnership. The said individuals are personally known to me or have
produced satisfactory evidence of identity.

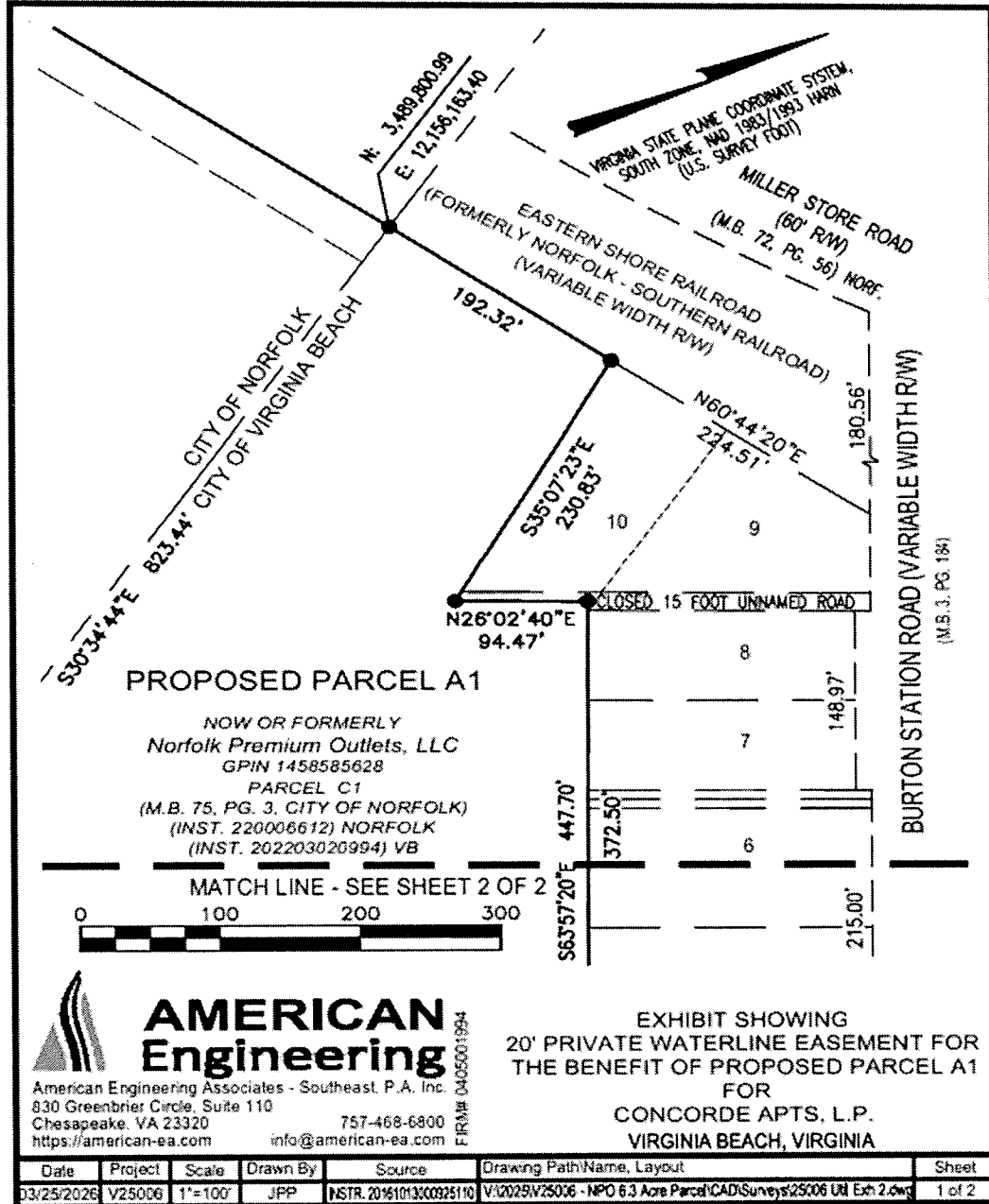
Notary Public

My Commission Expires: _____
Registration No. _____
(SEAL)

Exhibit A
Servient Estate

All that certain lot, piece or parcel of land located in the City of Virginia Beach, Virginia and designated as "Parcel C2-1" on that certain subdivision plat entitled "Subdivision Plat of Residual Parcel C2 Property of the Economic Development Authority of the City of Norfolk, Virginia, Virginia Beach, Virginia" dated January 10, 2018, prepared by American Engineering, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument No. 201808611000473790.

Exhibit B
Easement Plat



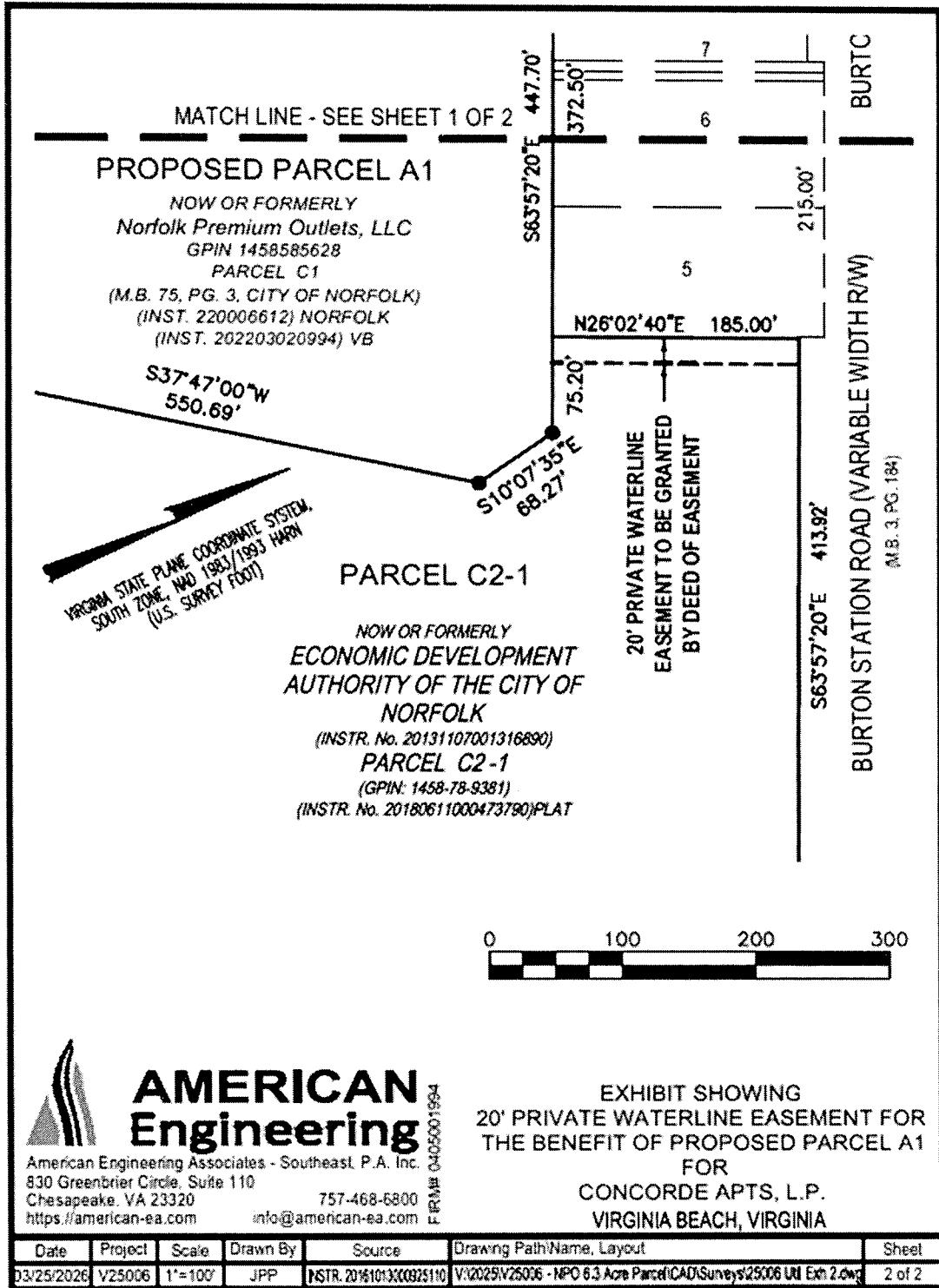


Exhibit C
Dominant Estate

TRACT I

Legal Description of a portion of the Economic Development Authority of the City of Norfolk Property in the City of Virginia Beach, Virginia

Beginning at a Point on the intersection of the southerly line of the Eastern Shore Railroad right of way and the corporate boundary of the cities of Norfolk and Virginia Beach as shown on plat entitled "RESUBDIVISION PLAT OF PROPERTY OF ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK AND NORFOLK OUTLETS, LLC, NORFOLK & VIRGINIA BEACH, VIRGINIA" dated 12/18/15 and prepared by American Engineering Associates; thence along the southerly line of the Eastern Shore Railroad right of way N 60°44'20" E a distance of 192.32' to a found pin; thence leaving the southerly line of the Eastern Shore Railroad right of way S 35°07' 23" E a distance of 230.83' to a point in the centerline of Closed 15' Unnamed Road; thence along the centerline of Closed 15' Unnamed Road N 26°02'40" E a distance of 94.47' to a point; thence S 63°57'20" E a distance of 447.70' to a point; thence S 10°07'35" E a distance of 68.27' to a point; thence S 37°47'00" W a distance of 550.69' to a point on the corporate boundary of the cities of Norfolk and Virginia Beach; thence along the corporate boundary of the cities of Norfolk and Virginia Beach N 30°34'44" W a distance of 823.44' to a point being the Point of Beginning.