



REVENUE SHARING AGREEMENT

This AGREEMENT is made and entered into this 25th day of September, 2007, and executed in quintuplicate originals (each executed copy constituting an original) by and between the **COUNTY OF HENRY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"), the **CITY OF MARTINSVILLE, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City"), and the **HENRY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Henry County IDA").

WHEREAS, the County and the City have reached this Agreement, pursuant to Virginia Code Section 15.2-1301 (1950), as amended, providing for the sharing of certain revenue between the two localities; and,

WHEREAS, the County and the City have determined that the economic growth and development of the region and the comfort, convenience, and welfare of their citizens require the development of industrial and business facilities; and,

WHEREAS, the County and the City have recognized that regional cooperation in industrial and business development will

increase the opportunities for the localities to achieve a greater degree of economic stability; and,

WHEREAS, the County and the City have agreed that the most appropriate location to commence joint development of sites for industrial and business facilities is an expansion of the County's Patriot Centre and a new industrial park located 220 South, more specific descriptions of said property being attached to, and incorporated into, this agreement as Schedule "A" and "B"; and

WHEREAS, expansion of the Patriot Centre and the 220 South project will be owned by the Henry County IDA; and,

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the parties agree as follows:

- 1) The Henry County IDA agrees to use funds transferred to it pursuant to this Agreement to develop the designated sites for industrial and business facilities as directed by the County and the City.
- 2) This Agreement does not obligate the City to expend any of its own funds to support the development of the designated sites; however, payment shall be made after the County is reimbursed for land and infrastructure costs in excess of grant funds and after repayment of any cash incentives that may be paid by the County.
- 3) The parties agree that the County will be responsible for the marketing and the sale of the designated sites.
- 4) The County agrees that when a business locates on one of the designated sites the County will pay to the City one-third of all revenues generated by the real estate, personal property,

machinery and tools, and consumer utility taxes collected by the County from the business located on such site.

- 5) If the County sells more than 5% of the combined acreage to a non-taxpaying entity, the County must obtain the City's approval. While the City will not withhold its approval unreasonably, under certain circumstances the City may condition its approval upon the County compensating the City for the loss of revenues the City otherwise would have received if a taxpaying business had purchased the site.
- 6) The County's obligation to make any payments to the City pursuant to this Agreement shall be subject to the annual appropriation of sufficient funds by the County Board of Supervisors.
- 7) The County shall pay any portion of tax revenues due to the City within sixty days of receipt.
- 8) This Agreement shall be binding upon and inure to the benefit of the County and the City, and each of the future governing bodies of the County and the City, and upon any successor to either the County or the City.
- 9) The parts and provisions of this Agreement are severable. If any part or provision shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 10) The parties acknowledge that this Agreement incorporates all terms and conditions agreed to between them, and further agree that the Agreement may be amended, modified or supplemented, in

whole or in part, by mutual consent of the County and the City, by a written document of equal formality and dignity duly executed by the authorized representatives of the County and the City.

WITNESS the following signatures and seals.

COUNTY OF HENRY, VIRGINIA, a political
Subdivision of the Commonwealth of Virginia

By: H. D. Vaughn
Chairman

ATTEST: Ben Sumner Clerk

CITY OF MARTINSVILLE, VIRGINIA, a municipal
Corporation of the Commonwealth of Virginia

By: Anna Russell
Mayor

ATTEST: Anna Russell Clerk

**HENRY COUNTY INDUSTRIAL DEVELOPMENT
AUTHORITY**, a political subdivision of the
Commonwealth of Virginia

By: W. Long M. Dorman
Chairman

ATTEST:

Benj. Samuel Clerk

Approved as to form:

[Signature]
County Attorney

Approved as to form:

[Signature]
City Attorney

SCHEDULE A

Parcel I: All that certain tract or parcel of land situated in the Ridgeway District of Henry County, Virginia, as shown on a Record Plat for Eugene A. Eggleston and Sarah H. Eggleston, dated November 3, 1972, prepared by Marvin E. Scarce, C L S , containing 77 82 acres, more or less and being Tax Map #71.7(000)000/014.A

Parcel II: All those certain tracts or parcels of land situated in the Ridgeway District of Henry County, Virginia, as shown on a survey for The Price Estate, dated October 20, 1980, surveyed jointly by Bakkum-Deloach & Assoc and William S. May, Jr , being known as designated on said Plat as follows

Lots #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #46, #47, #48, #49, #50, and #56

SCHEDULE B

A certain parcel of land lying in the Collinsville Magisterial District (formerly known as Martinsville) of Henry County and consisting of 1,206 acres, more or less, all as shown on a "Plat of Survey for Clayton C. Bryant Sr." dated August 9, 2006 and being the same property conveyed to Seller by deed dated May 9, 2006 and of record in the Henry County Circuit Court Clerk's Office as Instrument Number 060003051.