

## REVENUE SHARING AGREEMENT

This AGREEMENT is made and entered into this 30<sup>th</sup> day of April, 2002, 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 the County's Patriot Centre; and,

WHEREAS, property within the Patriot Centre is owned by the Henry County IDA; and,

WHEREAS, the County and the City have been encouraged by the Governor to apply jointly for industrial development funds;

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

1. The County and the City agree to submit a joint application to the Virginia Industrial Development Site Fund, the Tobacco Indemnification And Community Revitalization Fund, or other similar programs for funding to prepare certain designated sites at the Patriot Centre for development. The specific sites to be developed by the County and the City are designated on a map attached as Exhibit A to this Agreement and incorporated by reference herein.
2. 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.
3. The City's willingness to participate with the County in the Development of sites at the Patriot Centre is contingent upon the localities obtaining funds sufficient to cover all costs associated with site development and related work. This Agreement does not obligate the City to expend any of its own funds to support the development of the designated sites with the exception of payment of thirty percent (30%) principle (\$5,490.00 per acre) and interest (4.65%) on the purchase price of the 239 acre parcel
4. The parties agree that the County will be responsible for the marketing and the sale of the designated sites.

5. 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. Payment shall be made after the County is reimbursed for infrastructure costs in excess of grant funds and after repayment of any cash incentives that may be paid by the County.

6. Before the County sells one of the designated sites 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.

7. 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.

8. The County shall pay any portion of tax revenues due to the City within sixty days of receipt.

9. 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.

10. 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.

11. 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  \_\_\_\_\_  
Chairman

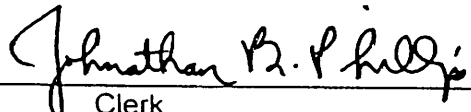
ATTEST:

  
\_\_\_\_\_  
Clerk

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

By   
Mayor


ATTEST:

  
Clerk

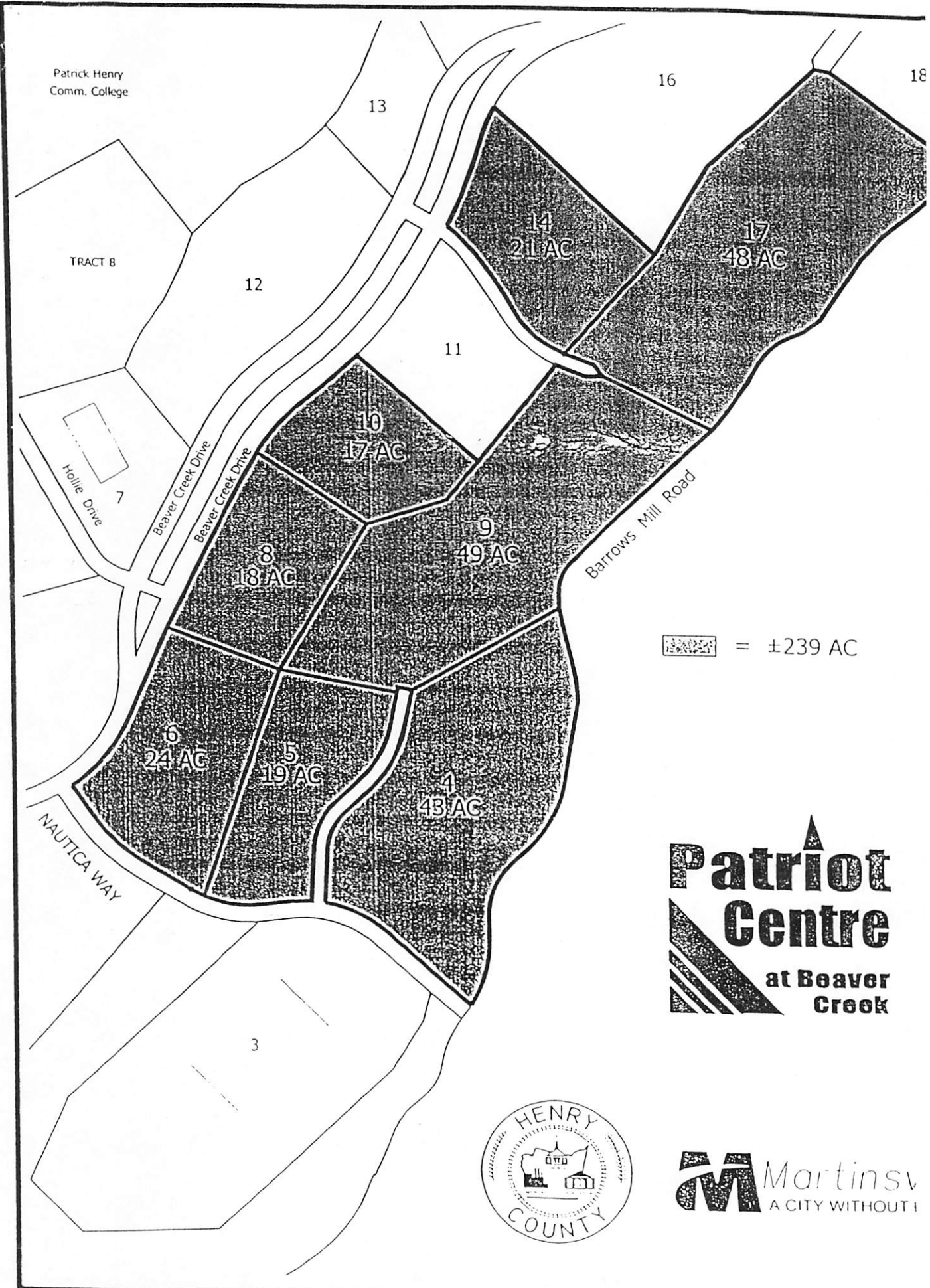
HENRY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia,

By   
Chairman

ATTEST:

  
Clerk

#873738  
#873738



# Patriot Centre

at Beaver Creek

