

ANIMAL SHELTER AGREEMENT

Agreement executed in duplicate original made this 10 day of January, 2008, by and between the Town of Tappahannock, herein called "Town", and the County of Essex, Virginia, herein called "County".

RECITALS

1. The Town owns certain real estate with improvements, formerly used as a maintenance shop and fronting on Airport Road (VSH 627), and the County is desirous of utilizing a portion of the real estate for a permanent animal shelter.

2. Each party is willing to expend money for necessary improvements, for the operation of the animal shelter and for the maintenance thereof as set forth in this Agreement.

WITNESSETH

For the reason recited above, and in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

SECTION ONE

The Town does hereby lease unto the County for a period of twenty (20) years from the date of this agreement the real property (herein called "Premises") located at 540 Airport Road, Tappahannock, VA, with improvements thereon, described as follows:

All that certain portion of the parcel of land adjacent to the southern edge of Airport Road (VSH 627) and situated generally in the northeastern corner of such parcel of land and described as fronting on Airport Road for a distance of 156 feet and extending southward 203 feet there from in parallel lines; together with a non-exclusive easement of ingress and egress to the property over a "Right of Way", all as shown on a sketch of the Premises attached hereto and to which reference is made for a more particular description of the property.

Upon expiration of the initial term of twenty (20) years, this Agreement shall renew automatically for a second term of twenty years unless either party gives to the other party written notice of non-renewal not less than ninety (90) days prior to the initial expiration date.

SECTION TWO

The County shall use the Premises exclusively for the operation of an animal shelter and ancillary uses thereof, as required by the Code of Virginia, Section 3.1-796.96, as amended from time to time. The facility shall be known as "Tappahannock-Essex Animal Shelter". Upon discontinuance of the usage as an animal shelter for a period of one year, this Agreement shall terminate after expiration of ninety (90) days from receipt of written notice from either party to so terminate. A violation of the exclusivity of such use shall cause the County to be in violation of this Agreement and the Town can terminate this Agreement upon expiration of ninety (90) days from receipt of written notice to so terminate.

SECTION THREE

The County shall immediately undertake modification of the improvements for the purpose of converting the existing building on the property into a facility compliant with State regulations for operation of an animal shelter. All structural modifications, now or in the future, are subject to prior approval of the Town Manager of the Town, or his designated agent.

All costs of permits, materials or labor expended in the course of modifications and, thereafter, in the course of operations shall be the sole expense of the County which will promptly pay all invoices not disputed by the County in the ordinary administrative process. All legal title to the real property and all fixtures thereto attached, now or in the future, unless expressly excluded prior to attachment, shall be and remain property of the Town without further compensation to the County.

The County may store on the Premises only personal property associated with the operation of an animal shelter, including but not limited to equipment, furniture, motor vehicles,

trailers and cages. The County may erect outside temporary cages and fencing necessary for the housing or corralling of large animals in the custody of the County, but no animals shall be confined in such outside facilities in an unlawful manner, according to Federal, State or Local laws and regulations, as amended from time to time.

SECTION FOUR

The Town will maintain liability and casualty insurance on the premises, including improvements placed thereon, in an amount not less than 300,000.00 Dollars. The County shall maintain insurance covering liability for claims arising from operation and shall maintain casualty insurance for the contents of the Premises. Such insurance coverages may be included within more comprehensive insurance policies maintained by the Town and County, as their interests may appear.

The Town will provide at no cost to the County all electricity, water and sewer connection and usage fees for the operation of the animal shelter throughout the term of this Agreement.

The Town will provide, at no cost to the County, for the maintenance of the grounds, excluding the buildings, sidewalks, light fixtures and other similar improvements, by cutting and trimming the grass and by maintaining the entrance off of Airport Road onto the property.

SECTION FIVE

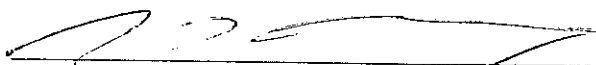
The County shall provide to the Town at no additional charge to the Town housing units within the animal shelter adequate to board animals taken into the custody or control of the Town pursuant the Town Code, as amended from time to time, subject, however, to availability of such housing units. The County shall not be required to enlarge or modify the animal shelter facilities in order to handle a greater number of animals except as required by the Code of Virginia.

SECTION SIX

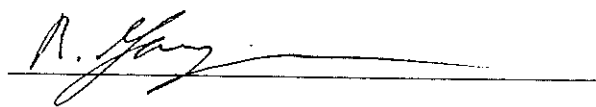
This Agreement is binding upon the parties hereto and upon successive governing bodies thereto for the full term of this

Agreement and is executed by G. G. Belfield, Jr., Town Manager of the Town of Tappahannock, and R. Gary Allen, County Administrator of Essex County, pursuant to due authorization.

TOWN OF TAPPAHANNOCK

By  _____

COUNTY OF ESSEX

By  _____