

**DONATION AGREEMENT**  
**BY AND AMONG THE CITY OF HAMPTON, VIRGINIA,**  
**AND ISLE OF WIGHT COUNTY, VIRGINIA**

**THIS DONATION AGREEMENT** ("Agreement") executed this 13th day of May, 2019, memorializes the relationship and respective obligations among the CITY OF HAMPTON, a municipal corporation of the Commonwealth of Virginia (the "City"), and ISLE OF WIGHT COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County"). City and County shall be referred to jointly as the "Parties".

WHEREAS, the City has in its possession an Ajax Nike missile (the "Missile");

WHEREAS, the County desires to acquire the Missile to be an exhibit at Carrolton Nike Park;

WHEREAS, the City desires to donate the Missile to the County under the terms and conditions herein;

**NOW, THEREFORE**, in consideration of the recitals stated herein and the mutual promises and covenants set forth below, the City and County agree as follows:

1. The City hereby conveys all interest in the Missile to the County, as is, making no warranties with respect to title, merchantability, or fit for any particular purpose.
2. It is understood that the Missile needs an extensive amount of restoration and repair. The County shall bear all costs associated with the Missile, including but not limited to transportation, restoration, and maintenance.
3. In the event a private or government entity ("Entity") with an ownership interest in the Missile, superior to the City's, requests the return of the Missile, the County agrees to fully cooperate with the return of the Missile. All costs associated with the return of the Missile shall be borne by the County and County shall have no recourse, legal, equitable or otherwise, against the City.
4. For purposes of this Agreement, the City Representative shall be the Curator of the Hampton History Museum or his designee ("City Representative"), the County Representative shall be the Director of Isle of Wight County Parks and Recreation or his designee ("County Representative")..
5. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.
6. Neither of the Parties' officers, employees, Council Members, nor Board Members shall be personally liable for any costs, losses, damages or liabilities caused or subsequently incurred in connection with or as a result of this Agreement.

7. There may be no modification of this Agreement, except in writing, executed by the authorized representatives of the Parties.
8. County shall assume the liability for any and all loss or damage sustained to the Missile in the event of fire, vandalism, flood, or any other disaster or situation. However, in the event of any loss or damage to the Missile prior to the County transporting the Missile from the City of Hampton to Isle of Wight County, the Parties shall each reserve the right to cancel this Agreement.
9. County shall not assign its rights and duties under this Agreement nor shall they sell, transfer, or convey the Missile thereafter, without prior written consent of the City.

[Signatures on the following page.]

County of Isle of Wight, Virginia

5/13/19  
Date

By: 

Its: County Administrator

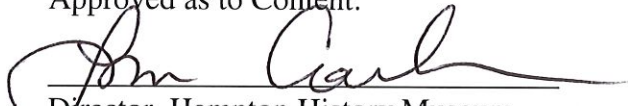
CITY OF HAMPTON, VIRGINIA

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Its: \_\_\_\_\_

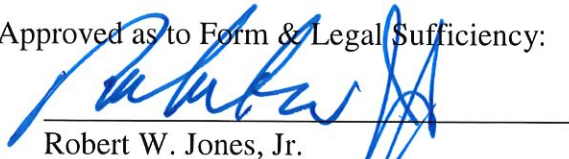
Approved as to Content:

  
Director, Hampton History Museum

Approved as to Form & Legal Sufficiency:

  
Sr. Assistant City Attorney

Approved as to Form & Legal Sufficiency:

  
Robert W. Jones, Jr.  
County Attorney