



**VIRGINIA OUTDOORS FOUNDATION
OPEN SPACE LANDS PRESERVATION TRUST FUND-PUBLIC ACCESS
GRANT AGREEMENT**

Grant Recipient: Town of Warrenton

Project Title: Preserve Warrenton Horse Show Grounds Open Space

Approval Date: June 30, 2022

Project Number: PTFPA2022-021

Project Period: August 2, 2022-August 2, 2024

Project Description: The 9.57 acre historic Warrenton Horse Show grounds in the Town of Warrenton is home to the oldest continuously operating horse show in the country. It has maximum development potential of 37 divisions, is subject to development pressure, located near the greenway trail, schools, existing neighborhoods, and on major road arterials. The Town of Warrenton wishes to purchase the land from private ownership to preserve the unique land and open it to the public year-around, while continuing its popular use as an equine recreation facility. This would create the first public park in Warrenton's Ward three.

Location: 38.70592, -77.79769 Warrenton, VA

Grant Amount: \$100,000.00 (Exhibit A, budget attached)

The Town of Warrenton, in consideration of the grant funds in the amount of \$100,000.00 being provided to it pursuant to this agreement by VOF, agrees to comply to the following terms and conditions:

GRANT POLICIES

Scope of Work

1. The following deliverables are included in the grant agreement and are expected to be completed within the grant lifespan:
 - Acquisition of 9.57 acres of land, Town of Warrenton parcel identification numbers 6984-31-4162-000 and 6984-30-3598-000
 - Conveyance by the Town of Warrenton of a right, interest, or privilege that that will protect, in accordance with Virginia Code § 10.1-1801.1 and § 10.1-1700, approximately 9.57 acres of open space.
 - Such right, interest, or privilege shall also convey a permanent right of public access to the property.
2. Any variance from the listed scope of work and deliverables must be approved by VOF.

Schedule

3. All components listed above must be completed by August 2, 2024.
4. If no significant progress has been made after the first year of the contract, the grant agreement may be nullified, and funds reassigned.

5. In the case of land acquisition, the land acquisition must be completed before any investment in infrastructure or improvements is made.

Funding

6. Grant funds distributed shall not exceed eligible documented costs incurred, not to exceed the total grant amount of \$100,000.00.
7. Funding may be disbursed only once a real estate interest has been conveyed to VOF or a locality, such as the recordation of an open space easement, the dedication of land to open space, or another mechanism approved by VOF.
8. In the case of land acquisition using grant funds, verification of purchase price is required. Acceptable forms of verification include a settlement statement or deed of conveyance.
9. The general budget is a guide for expenditure. Funds from any item category may be reallocated toward other deliverables in the grant agreement **as long as there is no impact to the scope of work**. The grant recipient should inform VOF regarding line-item changes greater than 5% of the total award.
10. The parties understand that the grant funding hereunder may be subject to rescission by the Virginia General Assembly. In such event, VOF shall have the right to cancel this Agreement without liability thereon.

In the Case of Land Acquisition

11. The recordable deed of conveyance, executed on behalf of the grant recipient, must be previously approved in form and substance by VOF. See Land Protection section below, which must follow acquisition or occur at the time of closing.
12. Should land be acquired using PTF grant funds, the following due diligence items must be provided:
 - a. A survey of the property prepared by a Virginia licensed surveyor or professional engineer, preferable in digital form, depicting the metes and bounds of the property unless VOF determines that an adequate legal description of the Property is available.
 - b. A Phase I Environmental Site Assessment prepared within six months of closing shall be provided.
 - c. Final policy or commitment for owner's title insurance less than ninety (90) days old showing title vested in the seller of the properties and that upon closing of the purchase transactions, Town of Warrenton will hold an unencumbered fee simple interest in the property (subject to easements and other encumbrances of record acceptable to VOF).
 - d. Verification of eligible expenditures related to property acquisition at closing and shown on settlement statement, including, but not limited to survey fees, appraisal fees, legal fees including title reports and insurance, required reports, and recordation fees.
13. Town of Warrenton must provide contact information to the settlement agent who will be receiving the grant funds for closing and must also provide a W-9 for that company at least two weeks before the desired closing date.

14. Town of Warrenton shall work closely with VOF to set up all property closings and must contact VOF at least one month before the desired closing date to ensure that VOF will have sufficient funds available to meet the funding obligations created hereunder.
15. Town of Warrenton must provide copies of all recorded deeds of transfer, open space easements, and right-of-way or trail easements for which VOF monies have been awarded, showing the locality, deed book, page of recordation, and/or instrument number to VOF no later than one month after recordation.

Land Protection

16. A recordable legal instrument reflecting the conveyance of a real estate right, interest, or privilege, such as deed of Open-Space dedication or easement executed on behalf of Grant Recipient, must be previously approved in form and substance by VOF. See Exhibit B: Sample Deed Language for example language that may be included.
17. If the property is being purchased by or is already owned by VOF or a locality, the deed must designate such property as open-space land in accordance with the Open-Space Land Act (Va. Code § 10.1-1700 *et seq.*) including Section 10.1-1701 of the Code of Virginia (1950), as amended. The deed shall include a right of public access and any other restrictions that pertain.
18. If the property is being purchased by or is already owned by any entity other than VOF or a locality, the deed must designate such property as open-space land in accordance with the Open-Space Land Act (Va. Code § 10.1-1700 *et seq.*) including Section 10.1-1701 of the Code of Virginia (1950), as amended and the restrictions outlined below shall be imposed in perpetuity by enforceable restrictions set forth in the deed of conveyance or by restrictions set forth in a deed of easement or other instrument to be granted to VOF or a locality. The decision of whether deed restrictions, a deed of easement or some other instrument thereof shall be used shall be determined by VOF.
 - a. A right of public access
 - b. A conversion/diversion clause
19. Town of Warrenton must provide the following due diligence:
 - a. A survey of the property prepared by a Virginia licensed surveyor or professional engineer, preferable in digital form, depicting the metes and bounds of the property unless VOF determines that an adequate legal description of the Property is available.
 - b. Copies of title work showing grantor's fee simple interest in the property and/or a title insurance policy showing title vested in the grantor as well as any easements, rights, and other encumbrances of record acceptable to VOF.
20. Town of Warrenton must provide contact information to the settlement agent who will be receiving the grant funds for closing and must also provide a W-9 for that company at least two weeks before the desired closing date.
21. Town of Warrenton shall work closely with VOF to set up all property closings and must contact VOF at least one month before the desired closing date to ensure that VOF will have sufficient funds available to meet the funding obligations created hereunder.
22. Town of Warrenton must provide copies of all recorded deeds of transfer, open space easements, and right-of-way or trail easements for which VOF monies have been awarded, showing the locality, deed book, page of recordation, and/or instrument number to VOF no later than one month after recordation.

Reporting

23. Progress reports are required throughout the lifespan of the grant. Reports should be submitted every six months following the signing of the grant agreement. Reports should be submitted through the VOF standardized process. Additionally, a final report is due upon completion of the project. Photo documentation should be included when appropriate.

Media and Publicity

24. The grant recipient will release information to the media informing the community of the grant award to the project and acknowledging that it has received funding from VOF.
25. All press releases and other printed materials and publications, audiovisuals, and signs pertaining to the project should reference the Virginia Outdoors Foundation or include the VOF logo. VOF staff is available to assist with drafting and distributing press releases by request. Please contact Jason McGarvey, communications manager, at jmgarvey@vof.org to coordinate.
26. Each project site will be permanently marked with a VOF sign or signs (as appropriate) in locations reasonably selected or approved by VOF. VOF shall provide such signs at no cost to the property owner. In cases where there are multiple funders this requirement may be fulfilled by including VOF on the sign acknowledging all funding sources.
27. All material submitted as support or documentation of project progress, such as photographs, may be used by VOF to promote the grant program. Any VOF publications will cite the source of the reprinted material. These records will also be deemed public records and subject to Virginia's Freedom of Information Act; however, copyright holders will retain their copyrights.

Contract Authority

28. Modification of this Agreement must be in a writing executed by the parties hereto.
29. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall not be affected thereby.
30. Town of Warrenton shall hold the Commonwealth of Virginia harmless from all legal liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §§ 9601 et seq., together with any other federal, state or local law or ordinance related to hazardous substances or hazardous waste.
31. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors.
32. The individuals executing this Agreement on behalf of VOF and Town of Warrenton possess all necessary power and authority to bind the parties hereto and, upon execution, this Agreement shall constitute a legal and valid obligation of the parties hereto.

Termination:

33. VOF reserves the right to reclaim grant funds, or properties purchased with grant funds, or to nullify the grant agreement if recipient fails to meet land transfer deadlines, obtain appropriate open space protection, or provide required documentation regardless of transfer of ownership. Specifically, if no significant progress has been made at the one-year review of the project, the grant agreement may be nullified.

In witness whereof, the parties hereto have executed this contractual agreement as of the dates entered below.

Virginia Outdoors Foundation

By: _____

Date: _____

Leslie Grayson, Deputy Director

Grant Recipient, Town of Warrenton:

By: _____

Date: _____

[Signature]

Please print name here: _____

Title: _____



**VIRGINIA OUTDOORS FOUNDATION
PRESERVATION TRUST FUND-PUBLIC ACCESS PROGRAM**

Exhibit A: General Budget

Grant Recipient: Town of Warrenton
Project Title: Preserve Warrenton Horse Show Grounds Open Space
Project Number: PTFPA2022-021
Grant Amount: \$100,000

ITEM	EXPENSE
Acquisition and permanent protection of approximately 9.57 acres of land, Town of Warrenton PINs 6984-31-4162-000 and 6984-30-3598-000 as open space including associated due diligence costs	\$100,000.00
Total	\$100,000.00

General budget is a guide for expenditure. Funds from any item category may be reallocated toward other deliverables in the grant agreement **as long as there is no impact to the scope of work**. Grant recipient should inform VOF regarding line-item changes greater than 5% of the total award. Grant funds distributed shall not exceed eligible documented costs incurred, not to exceed the total grant amount of \$100,000.

Funding may be disbursed only once a real estate interest has been conveyed to VOF or a locality, such as the recordation of an open space easement, the dedication of land to open space, or another mechanism approved by VOF.



Preservation Trust Fund-Public Access Program Grant Agreement Exhibit B: Sample Deed Language

A draft deed must be approved by VOF and meet the following requirements:

- The property interest, the form of which may be determined by VOF, must be **held by VOF or a locality** as specified in Virginia Code §10.1-1801.1.
- The property interest must be **dedicated in perpetuity as open-space land under the Open-Space Land Act** (Virginia Code §§ 10.1-1700 to 10.1-1705).
- The grant agreement must be recorded as an exhibit to the deed.

Recitals:

- Pursuant to Chapter 18, Title 10.1, Section 10.1-1801.1 the Virginia Outdoors Foundation (VOF) has provided an Open-Space Lands Preservation Trust Fund Grant in the amount of \$_____ to Grantee for the protection and enhancement of public open space, as more fully described in the Virginia Outdoors Foundation Open-Space Lands Preservation Trust Fund-Public Access Grant Agreement attached hereto as Exhibit A.
- When there is acquisition of a property interest by a locality:
 - Grantor is conveying the described property (the "Property") to Grantee to be retained and used by Grantee in perpetuity as open-space land pursuant to Chapter 17, Title 10.1, Section 10.1-1701 of the Code of Virginia (1950), as amended.
- OR
- When property interest is already held by a locality:
 - Grantor is dedicating the described property (the "Property") to be retained and used in perpetuity as open-space land pursuant to Chapter 17, Title 10.1, Section 10.1-1701 of the Code of Virginia (1950), as amended.

Designation:

- The owner/public body/grantee hereby designates the Property to be retained and used in perpetuity as open-space land to Chapter 17, Title 10.1, Section 10.1-1701 of the Code of Virginia (1950) as amended.

Restrictions:

- The deed **must** include the following restrictions to be imposed in perpetuity:
 - A right of public access
 - A conversion/diversion clause
 - No part of the Property may be converted or diverted from its open-space use unless such conversion or diversion is determined by the owner/public body to be in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act.
- The deed **may** include the following restrictions to be imposed in perpetuity:
 - No division
 - Only structures allowed are those that support public use of the property. Impervious surface will be limited/capped. 10% of property is average cap.
 - A clause in which VOF must agree that the determination of the public body to convert/divert the public land has met all the requirements of 10.1-1704, such as:
 - No part of the Property may be converted or diverted from its open-space use unless such conversion or diversion is determined by VOF to be in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act.