



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

Grant Recipient: ORGANIZATION
Project Title: PROJECT NAME
Approval Date: APPROVAL DATE
Project Number: GRANT NUMBER
Project Period: PROJECT PERIOD
Project Description: PROJECT DESCRIPTION
Location: PROJECT LOCATION
Grant Amount: FUNDING APPROVED (Exhibit A, budget attached)

Multiple Funding Sources: While it is the sole responsibility of the grant recipient to meet all program requirements, should this project utilize additional funding sources to achieve the goals listed in the project description above, all parties shall collaborate to ensure that the required land protection instrument satisfies the requirements of all funding sources.

The ORGANIZATION, in consideration of the grant funds in the amount of FUNDING APPROVED 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:
 - Conveyance to the Virginia Outdoors Foundation (VOF) or a locality of a right, interest, or privilege that that will protect, in accordance with Virginia Code § 10.1-1801.1 and § 10.1-1700, approximately ___ acres of open space.
 - Such right, interest, or privilege shall also convey a permanent right of public access to the property.
 - Infrastructure or deliverables from grant proposal
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 REQUIRED COMPLETION DATE.
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 FUNDING APPROVED.
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 **if 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, ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION 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 will be determined by VOF.
 - a. A right of public access
 - b. A no-division clause
 - c. A cap on impervious surface
 - d. A conversion/diversion clause
19. ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION 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 ORGANIZATION 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: _____

Leslie Grayson, Deputy Director

Date: _____

Grant Recipient, ORGANIZATION:

By: _____

[Signature]

Date: _____

Please print name here: _____

Title: _____

