

INTRODUCED: November 13, 2018

AN ORDINANCE No. 2018-302

To declare a public necessity for and to authorize the acquisition by gift of the property known as Vauxhall Island from the Enrichmond Foundation for the purpose of its incorporation in the James River Park System to be used for preservation of natural areas and open space in accordance with the terms of a grant from the Virginia Land Conservation Foundation.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: DEC 10 2018 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition of the property known as Vauxhall Island, identified as Tax Parcel No. E000-0094/005 in the 2018 records of the City Assessor, and depicted on a plat entitled “Boundary Survey of Two Parcels on Vauxhall Island,” prepared by H&B Surveying and Mapping, LLC, and dated November 10, 2017, for the purpose of its incorporation in the James River Park System to be used for preservation of natural areas and open space in accordance with the terms of a grant from the Virginia Land Conservation Foundation accepted pursuant to Ordinance No. 2017-105, adopted June 26, 2017; and

AYES:            8            NOES:            0            ABSTAIN:        1  
                          \_\_\_\_\_                          \_\_\_\_\_                          \_\_\_\_\_

ADOPTED:    DEC 17 2018    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

WHEREAS, the Enrichmond Foundation, the owner of the aforementioned property, has agreed to give the property to the City;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the acquisition of the fee simple interest in the property known as Vauxhall Island, identified as Tax Parcel No. E000-0094/005 in the 2018 records of the City Assessor, and depicted on a plat entitled “Boundary Survey of Two Parcels on Vauxhall Island,” prepared by H&B Surveying and Mapping, LLC, and dated November 10, 2017, a copy of which is attached hereto and incorporated herein, is required for the purpose of its incorporation in the James River Park System to be used for preservation of natural areas and open space in accordance with the terms of a grant from the Virginia Land Conservation Foundation accepted pursuant to Ordinance No. 2017-105, adopted June 26, 2017.

§ 2. That the Chief Administrative Officer is hereby authorized to execute the deed and such other documents as may be necessary to complete the acquisition of the aforementioned property, provided that such deed and other documents have first been approved as to form by the City Attorney.

§ 3. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-8267
OCT 17 2018

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: October 17, 2018 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor [Signature]

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer [Signature]

THROUGH: Douglas C. Dunlap, Interim Deputy Chief Administrative Office for Economic Development and Planning [Signature]

THROUGH: Lenora G. Reid, Deputy Chief Administrative Officer for Finance and Administration [Signature]

THROUGH: John B. Wack, Director of Finance [Signature]

THROUGH: Christopher E. Frelke, Director of Parks, Recreation and Community Facilities [Signature]

FROM: Mark A. Olinger, Director of Planning and Development Review [Signature]

RE: Authorization to Accept a Deed of Gift from the Enrichmond Foundation for Vauxhall Island.

ORD. OR RES. No. \_\_\_\_\_

PURPOSE: To authorize the City's Chief Administrative Officer to accept the transfer of Vauxhall Island from the Enrichmond Foundation via Deed of Gift.

REASON: Acceptance of Deed of Gift, containing approximately 2.82 acres of land, for additional, permanent public open space within the James River.

RECOMMENDATION: Administration recommends adoption of the Ordinance.

BACKGROUND: In 2015, the Enrichmond Foundation purchased Vauxhall Island (please see Figure 1) at auction for \$175,000. The City of Richmond applied for funding from the Virginia Land Conservation Foundation under the Open Spaces and Parks priority area to support the

purchase, at auction, and ensure the long-term conservation of Vauxhall Island, as public open space.

The City was awarded \$75,000 from the Virginia Land Conservation Foundation Grant Program to help defray the costs of the acquisition by Enrichmond Foundation subject to the terms of a Project Contractual Agreement between the City and the Virginia Land Conservation Foundation (please see Attachment 1) and a Subrecipient Contract between the City and Enrichmond Foundation (please see Attachment 2). Ordinance No. 2017-105 authorized the CAO to accept the grant funds from the Commonwealth as a part of this project.

Receipt of the grant funds is predicated on the transfer of the property from the Enrichmond Foundation to the City via a Deed of Gift (please see Attachment 3) which includes Restrictive Clauses which lay-out the uses of the property once transfer occurs, and actions that could result if those uses change. Language is also included in the Deed of Gift identifying the date by which Enrichmond Foundation will remove the billboard on Vauxhall Island, at their expense.

The Enrichmond Foundation Board authorized the transfer of the property to the City of Richmond to be incorporated into the James River Park System on November 16, 2017. Closing on the transfer will be scheduled after the adoption of the Ordinance.

**FISCAL IMPACT / COST:** There are minimal costs associated with this acceptance as the site will remain undeveloped.

**FISCAL IMPLICATIONS:** As needed for maintenance of island.

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** None

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** November 13, 2018

**CITY COUNCIL PUBLIC HEARING DATE:** December 10, 2018

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** City Planning Commission, November 19, 2018

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:**

**AFFECTED AGENCIES:** Department of Parks, Recreation and Community Facilities,  
Department of Planning and Development Review

O&R Request

Page 3 of 3

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**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ordinance No. 2017-105

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:** Vicinity Map of Vauxhall Island, Executed Project Contractual Agreement between City and Virginia Land Conservation Foundation Grant Program, Executed Subrecipient Contract between the City of Richmond and the Enrichmond Foundation, Deed of Gift

**STAFF:** Mark A. Olinger, Director of Planning & Development Review (646-6305)

Figure 1

# Vauxhall Island



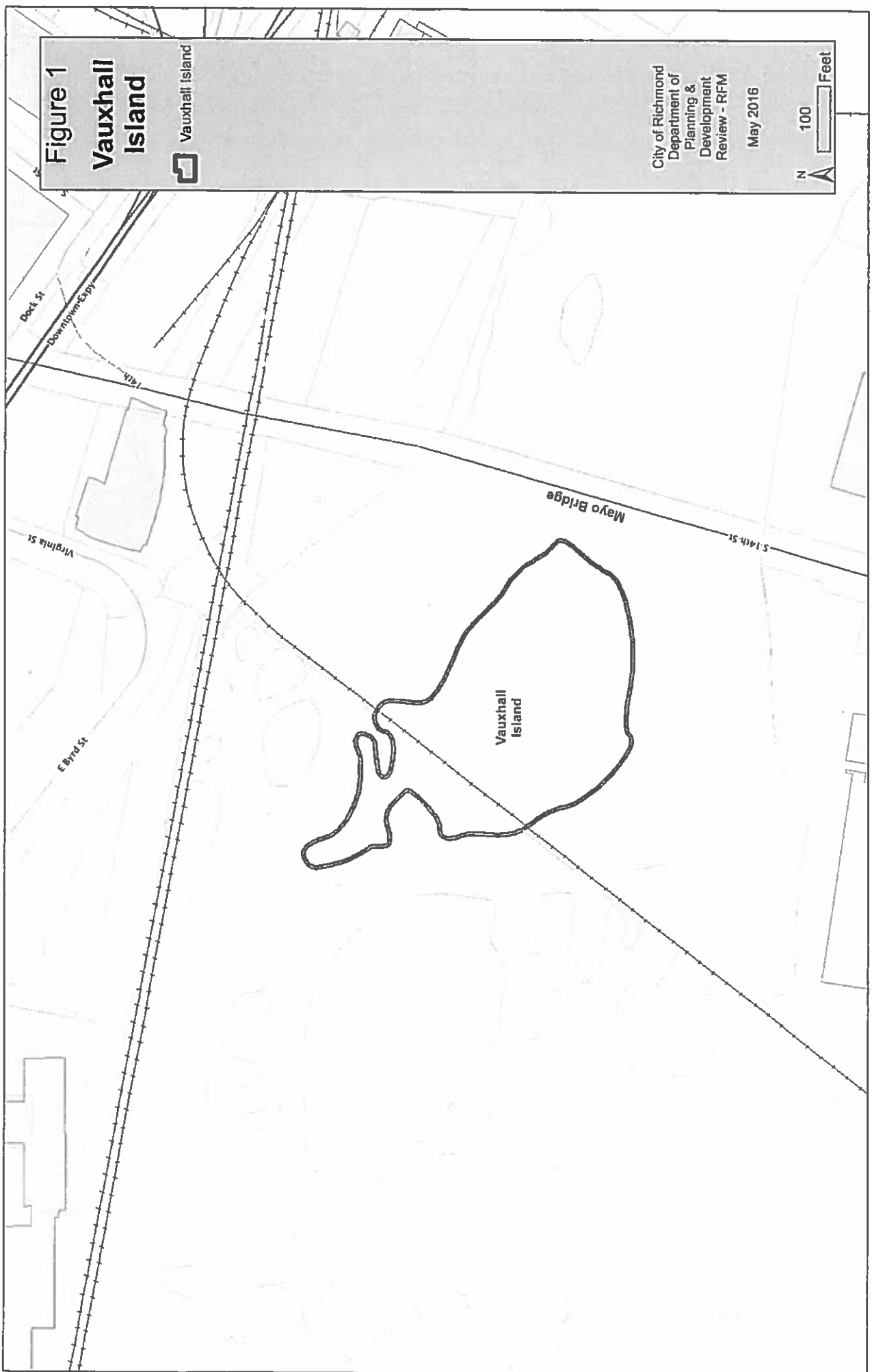
City of Richmond  
Department of  
Planning &  
Development  
Review - RFM

May 2016



100

Feet



**THE VIRGINIA LAND CONSERVATION FOUNDATION  
GRANT PROGRAM  
PROJECT CONTRACTUAL AGREEMENT (ACQUISITION)**

**Grant Recipient:** City of Richmond  
**Project Number:** VLCF – 136 (15)  
**Project Title:** Vauxhall Island Acquisition  
**Project Period:** Two Years from Execution of Grant Agreement  
**Project Scope:** Acquisition of 2.82+/- acres located in the City of Richmond  
**Total Project Cost:** \$150,000.00  
**Grant Amount:** \$75,000.00 VLCF funds

The Virginia Land Conservation Foundation (VLCF) and the Grant Recipient named herein mutually agree to perform this contractual agreement (Agreement) in accordance with the Virginia Land Conservation Foundation Act, Virginia Code §10.1-1017 through §10.1-1026, the provisions and conditions of the VLCF Grant Manual dated May 3, 2011, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances attached hereto or listed below.

**The Grant Recipient hereby agrees to provide the following documents to VLCF as deliverables prior to grant disbursement:**

1. A survey plat, preferably in digital form, showing the metes and bounds of property.
2. A Phase I Environmental Site Assessment satisfactory to VLCF, showing no major or significant environmental problems on the site.
3. Evidence of title – title report showing clear ownership and title to property.
4. An appraisal of the property by a certified appraiser that meets USPAP standards.
5. A copy of the draft deed of transfer, the form of which has been approved by VLCF.
  - The property must be dedicated in perpetuity as open-space land under the Open-Space Land Act (Virginia Code §§ 10.1-1700 to 10.1-1705), specifying one or more of the purposes described in the Virginia Land Conservation Fund Act, Virginia Code §10.1-1020 *et seq.*
6. Verification of eligible expenditures including: settlement statements, copies of invoices, cancelled checks (both sides), etc. These documents must be provided before reimbursements will be made.

The following special project terms and conditions are agreed to by the parties hereto:

- VLCF grant funds distributed shall not exceed 50 percent of appraised value, not to exceed the total grant amount of \$75,000.00.
- The form of the deed of transfer must be approved by the Department of Conservation and Recreation on behalf of VLCF prior to recordation.

- The Grant Recipient must provide a copy of the recorded deed of transfer for which VLCF monies have been awarded, showing the locality, deed book, and page of recordation, to VLCF no later than one month after recordation.
- If the value of another parcel of real property is used as any part of the match for the grant, that parcel must meet the same requirements as identified in 1 through 4 above.
- The Executive Secretary of VLCF reserves the right to seek independent appraisal reviews, at Grant Recipient's expense, on all appraisals prior to reimbursement.
- The Grant Recipient agrees that it will ensure that the property will be made and shall remain accessible to Commonwealth of Virginia staff for site inspection for compliance with the terms of the Virginia Land Conservation Fund Program and will provide judicially enforceable ingress and egress rights therefor. Requests from VLCF for periodic monitoring reports shall be complied with.
- Until project closure, the Grant Recipient shall submit progress reports twice a year to VLCF on status of grant implementation, with the first report due six months after execution of the Agreement.
- The parties understand that VLCF funding may be subject to rescission by the General Assembly. In such a case, VLCF reserves the authority to cancel this Agreement.
- The Grant Recipient agrees to contact DCR several months ahead of the desired closing date to ensure that the Department will have sufficient revenue available for reimbursement costs. Reimbursement will not proceed until DCR receives sufficient appropriations for the project.
- This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Commonwealth of Virginia and the Grant Recipient. Nothing contained herein shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Commonwealth of Virginia and the Grant Recipient that any other person or entity receiving benefits under this Agreement shall be deemed an incidental beneficiary only.
- Modification of this Agreement must be in writing and upon approval of both parties.
- Nothing in this Agreement is intended to conflict with current laws or regulations of the Commonwealth of Virginia. If any term of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this Agreement shall remain in full force and effect.
- This Agreement and any exhibits and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
- The terms of this Agreement, as modified with the consent of all parties, will remain in effect until two years after execution of this Agreement, after which time it may be extended for one year by written agreement of all parties. Either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.



- All payments and other performances by the Grant Recipient under this Agreement are subject to authorization and annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between the parties that the Grant Recipient will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall the Grant Recipient's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for any payments hereunder for the performance of this Agreement.

In witness whereof, the parties hereto have executed this contractual agreement as of the dates entered below. This Agreement shall be in effect from the date of execution by both parties until two years after execution of this Agreement, or until its termination by agreement of both parties.

**The Virginia Land Conservation Foundation  
Commonwealth of Virginia**

By *Clyde E. Cristman*  
Clyde E. Cristman *for*  
Executive Secretary

Date 28 June 2017

**Grant Recipient: City of Richmond**

By *Selena C. Webb-Glenn*  
[Signature]

Date 7/12/17

Please print name here: Selena C. Webb-Glenn

Title Chief Administrative Officer

APPROVED AS TO FORM

*Marian McKenney*  
Assistant City Attorney

## SUBRECIPIENT CONTRACT

Attachment 2

**THIS SUBRECIPIENT CONTRACT** (the "Contract") is made and entered into on this 12<sup>th</sup> day of \_\_\_\_\_, 2017 by and between the City of Richmond, Virginia (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia, and Enrichmond Foundation, a Virginia non-stock corporation (the "Subrecipient").

### RECITAL

**WHEREAS**, by Ordinance No. 2017-105 (the "Ordinance"), adopted June 26, 2017, the City Council of the City of Richmond authorized the acceptance of funds in the amount of \$75,000 from the Virginia Land Conservation Foundation (the "Grant Funds") and appropriated such funds for a grant to the Subrecipient in the City's Fiscal Year 2016-2017 Non-Departmental Budget for the purpose of assisting with the costs associated with the acquisition of Vauxhall Island.

**NOW, THEREFORE**, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Contact Information.**

A. The City's point of contact for purposes of this Contract is:

Mark A. Olinger, Director  
Department of Planning and Development Review  
City of Richmond  
900 East Broad Street, Room 511  
Richmond, Virginia 23219  
(804) 646-6305  
[Mark.Olinger@richmondgov.com](mailto:Mark.Olinger@richmondgov.com)

This point of contact is responsible for monitoring the Subrecipient's compliance with this Contract.

B. The Subrecipient's point of contact for purposes of this Contract is:

John Sydnor, Executive Director  
Enrichmond Foundation  
100 North 17<sup>th</sup> Street  
Richmond, Virginia 23219

C. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

2. **Subrecipient Obligations.** In consideration of its receipt of the Grant Funds, the Subrecipient shall:

- A. Perform the scope of work, in accordance with the conditions and requirements applicable thereto, as set forth in that certain Grant Program Project Contractual Agreement (Acquisition) between the City of Richmond and the Virginia Land Conservation Foundation dated June 30,, 2017 (the "Grant Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A.
- B. Upon completion of the scope of work contained in the Grant Agreement, dedicate Vauxhall Island to the City on such terms and conditions as the City and the Virginia Land Conservation Foundation may require, to include, without limitation, the removal, at Subrecipient's expense, of the existing billboard located on the island.
3. **Performance Measures.** The City will use the following performance measures to evaluate whether the Subrecipient has performed the services required by this Contract in a manner that achieves the City's purpose in providing the Grant Funds to the Subrecipient:
- A. The Subrecipient's performance of the scope of work, in accordance with the conditions and requirements applicable thereto, as set forth in the Grant Agreement.
- B. Dedication of Vauxhall Island to the City on such terms and conditions as the City and the Virginia Land Conservation Foundation may require.
4. **Payment of Funds.** The Subrecipient will be paid the Grant Funds on a reimbursable basis in accordance with the Grant Agreement.
5. **Reporting.** The Subrecipient shall furnish the City's point of contact with a written report on its use of the Grant Funds no less frequently than once per quarter and upon the expenditure of all of the Grant Funds. The reporting shall sufficiently detail the information required by the Grant Agreement in order to allow the City to receive and disburse the Grant Funds in accordance therewith.
6. **Compliance Monitoring.** The City's point of contact shall monitor the Subrecipient's compliance with this Contract. In addition to the reporting required by section 5, the Subrecipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Subrecipient is meeting the performance measures set forth in this Contract.
7. **Term.** This Contract shall begin on the date above, and shall terminate upon dedication of Vauxhall Island to the City, unless the Contract is earlier terminated or modified by the mutual agreement of the parties hereto or in accordance with the Grant Agreement.
8. **Subrecipient's Representations and Warranties.** The signatory represents and warrants as follows, subject to the final authorization of the Subrecipient's Board of Directors:
- A. The Subrecipient is empowered to enter into this Contract, to be bound hereby, and to perform according to the terms hereof.
- B. Any and all actions necessary to enable the Subrecipient to enter into this Contract, and to be bound hereby, have been duly taken.
- C. The person or persons executing or attesting the execution of this Contract on behalf of the Subrecipient has or have been duly authorized and empowered to so execute or attest.

D. The execution of this Contract on behalf of the Subrecipient will bind and obligate the Subrecipient to the extent provided by the terms hereof.

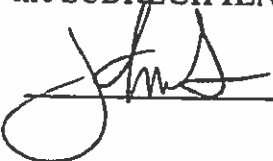
E. There exists no litigation pending against the Subrecipient or to the Subrecipient's knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Subrecipient to carry out its obligations under this Contract or the transactions contemplated hereunder.

Upon final authorization of this Contract and its execution by the signatory by the Subrecipient's Board of Directors, Subrecipient shall provide the City with evidence of said approval in a form acceptable to the City's Director of Planning and Development Review.

9. **Audit.** Pursuant to section 2-224 of the Code of the City of Richmond, the Subrecipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract in two counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.


For the SUBRECIPIENT:

By:  \_\_\_\_\_  
Date 6-30-2017

For the CITY:

By:  \_\_\_\_\_  
Selena Cuffee-Glynn  
Chief Administrative Officer  
Date 7/12/17

APPROVED AS TO FORM:

 \_\_\_\_\_  
~~Deputy City Attorney~~  
Assistant  
Date 06/27/2017

19-3748

60 FEB 28 2019

File - 10:25.

This Document Prepared By:  
Richmond City Attorney's Office  
900 East Broad Street, Room 400  
Richmond, Virginia 23219

Tax Parcel No. E000-0094/005

Title Insurer:  
Assessed Value: \$123,000.00

**DEED OF GIFT**

THIS DEED OF GIFT ("Deed") is made this 28<sup>th</sup> day of February, 2019 (the "Effective Date"), by and between **ENRICHMOND FOUNDATION**, a Virginia nonprofit and non-stock corporation, to be indexed as grantor (the "GRANTOR"), and the **CITY OF RICHMOND**, a municipal corporation organized under the laws of the Commonwealth of Virginia, to be indexed as grantee (the "GRANTEE").

**EXEMPTION FROM TAXES**

This conveyance is exempt from Recordation Taxes pursuant to Section 58.1-811(D) of the Code of Virginia (1950) as amended.

**WITNESSETH:**

**NOW, THEREFORE**, for no monetary consideration, as a gift only, **GRANTOR** does hereby give, grant, and convey with **SPECIAL WARRANTY** of title, unto **GRANTEE**, the following described property located in the City of Richmond, Virginia (the "Property"):

ALL that certain island situated in the James River between Mayo Island and the northern bank of the James River situated immediately west of 14<sup>th</sup> Street Bridge, said island is further known as Vauxhall Island and is also known as Craig's Island. Said island is further generally described as

being in the area of E-94 of the City Assessor's Map. For further identification the Southern Railroad runs along the western tip of said island.

BEING the same real estate conveyed to Enrichmond Foundation by Deed of Bargain and Sale from Donna D. Sprurrier and Jesse J. Dipboye, Jr., dated January 9, 2015 and recorded January 12, 2015, in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 150000511.

**NOW, THEREFORE**, for no monetary consideration, as a gift only, GRANTOR does hereby quitclaim, convey, transfer, and release unto GRANTEE all of its rights, title, and interests in and to that certain real property located in the City of Richmond, Virginia (the "Quitclaim Property") and more particularly shown on the plat marked as Exhibit A, attached to and made a part of this Deed, entitled, "Boundary Survey of Two Parcels on Vauxhall Island," prepared by H&B Surveying and Mapping, LLC, and dated November 10, 2017.

GRANTOR agrees, as part of this conveyance, to remove the existing billboard on the Property within two years from the Effective Date; provided, however, GRANTEE agrees to allow GRANTOR to use said billboard, at GRANTOR's sole cost and prior to its removal, for one or more advertisements in support of or recognizing one or more persons or entities that may fund removal of said billboard, subject to GRANTEE's reasonable approval of such advertisements.

These conveyances are made subject to all easements, covenants, conditions and restrictions of record insofar as they may lawfully affect the Property and the Quitclaim Property.


These conveyances are further made subject to (i) the conditions and restrictive clauses contained in the document entitled "Restrictive Clauses," attached hereto as

Exhibit B and incorporated herein, (ii) the terms of the "Subrecipient Contract" attached hereto as Exhibit C, which terms shall survive this conveyance and remain in effect until GRANTEE has affirmed in writing that GRANTOR has performed all of its obligations set forth therein, and (iii) Ordinance No. 2018-302, adopted by the City Council of the City of Richmond on December 17, 2018, a copy of which is attached hereto as Exhibit D.

**SIGNATURES ON FOLLOWING PAGES**

WITNESS the following signatures and seals:

**ENRICHMOND FOUNDATION**, a Virginia nonprofit and non-stock corporation

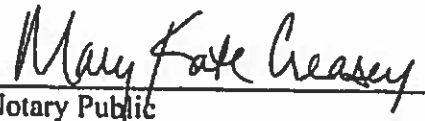
By:   
Name: John Sydnor  
Title: Executive Director

STATE OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2019, by John Sydnor, in his capacity as Executive Director, on behalf of the ~~F~~enrichmond Foundation.

My commission expires 8/31/2022

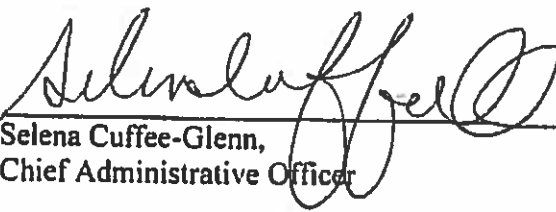


  
Notary Public  
Notary Registration No.: 219406




PG 11 FEB 28 2019  
The foregoing Deed from ENRICHMOND FOUNDATION, a Virginia nonprofit and non-stock corporation, to the CITY OF RICHMOND, a municipal corporation and political subdivision of the Commonwealth of Virginia, is hereby accepted this 28<sup>th</sup> day of February, 2019, pursuant to the authority granted by Ordinance No. 2018-302, adopted December 17, 2018.

CITY OF RICHMOND  
A municipal corporation

By:   
Selena Cuffee-Glenn,  
Chief Administrative Officer

Prepared and approved as to form:

  
\_\_\_\_\_  
Neil R. Gibson  
Assistant City Attorney

GRANTEE ADDRESS:  
City of Richmond  
900 East Broad Street, Suite 400  
Richmond, Virginia 23219



## EXHIBIT B

### RESTRICTIVE CLAUSES

By its execution and recordation of the Deed, the Grantee hereby declares that the Property shall be used in perpetuity only as open-space land for preservation of natural areas and open space, or for any permissible purposes as set forth in the Open-Space Land Act, Virginia Code § 10.1-1700 *et seq.* This declaration shall run with the Property and shall be binding upon all parties and entities having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of Grantee, the Commonwealth of Virginia, and the Virginia Land Conservation Foundation (“VLCF”) pursuant to Virginia Code §§ 10.1-1017 through 10.1-1026.

Should the Property, as a result of a transaction involving Grantee, be diverted or converted from the uses described in these Restrictive Clauses, or should the interest created by the Deed be extinguished at any time after the date hereof, the parties to the Deed agree that the VLCF shall receive, in consideration of the funds provided pursuant to the Program Project Contractual Agreement between the Grantee and VLCF, dated June 30, 2017 and attached to the Subrecipient Contract as Exhibit A, reimbursement in the amount of 36.1% (net after applicable costs) of any monetary consideration received by Grantee as a result of such transaction or extinguishment of interest. Any reimbursement by Grantee will be subject to the appropriation of funds by the City Council of the City of Richmond, Virginia for such purpose. Such reimbursement provision shall not apply if, as a result of such transaction, Grantee receives substituted real property of equal or greater value consistent with Virginia Code §10.1-1704 of the Open Space Lands Act, as hereinafter amended.

Should Grantee fail to comply with these Restrictive Clauses, the VLCF (or any successor of such entity) may, to the fullest extent allowed by law, bring an action at law to enforce the same. Notwithstanding any other provision of the Deed, Grantee shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantee’s control or (ii) resulting from prudent action taken by Grantee to avoid, abate, prevent or mitigate such damage to or changes in the condition of the Property from such causes.

**Exhibit C**  
**SUBRECIPIENT CONTRACT**

**THIS SUBRECIPIENT CONTRACT** (the "Contract") is made and entered into on this 12<sup>th</sup> day of \_\_\_\_\_, 2017 by and between the City of Richmond, Virginia (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia, and Enrichmond Foundation, a Virginia non-stock corporation (the "Subrecipient").

**RECITAL**

**WHEREAS**, by Ordinance No. 2017-105 (the "Ordinance"), adopted June 26, 2017, the City Council of the City of Richmond authorized the acceptance of funds in the amount of \$75,000 from the Virginia Land Conservation Foundation (the "Grant Funds") and appropriated such funds for a grant to the Subrecipient in the City's Fiscal Year 2016-2017 Non-Departmental Budget for the purpose of assisting with the costs associated with the acquisition of Vauxhall Island.

**NOW, THEREFORE**, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

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Mark A. Olinger, Director  
Department of Planning and Development Review  
City of Richmond  
900 East Broad Street, Room 511  
Richmond, Virginia 23219  
(804) 646-6305  
[Mark.Olinger@richmondgov.com](mailto:Mark.Olinger@richmondgov.com)

This point of contact is responsible for monitoring the Subrecipient's compliance with this Contract.

B. The Subrecipient's point of contact for purposes of this Contract is:

John Sydnor, Executive Director  
Enrichmond Foundation  
100 North 17<sup>th</sup> Street  
Richmond, Virginia 23219

C. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

**2. Subrecipient Obligations.** In consideration of its receipt of the Grant Funds, the Subrecipient shall:

- A. Perform the scope of work, in accordance with the conditions and requirements applicable thereto, as set forth in that certain Grant Program Project Contractual Agreement (Acquisition) between the City of Richmond and the Virginia Land Conservation Foundation dated June 30,, 2017 (the "Grant Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A.
- B. Upon completion of the scope of work contained in the Grant Agreement, dedicate Vauxhall Island to the City on such terms and conditions as the City and the Virginia Land Conservation Foundation may require, to include, without limitation, the removal, at Subrecipient's expense, of the existing billboard located on the island.
3. **Performance Measures.** The City will use the following performance measures to evaluate whether the Subrecipient has performed the services required by this Contract in a manner that achieves the City's purpose in providing the Grant Funds to the Subrecipient:
- A. The Subrecipient's performance of the scope of work, in accordance with the conditions and requirements applicable thereto, as set forth in the Grant Agreement.
- B. Dedication of Vauxhall Island to the City on such terms and conditions as the City and the Virginia Land Conservation Foundation may require.
4. **Payment of Funds.** The Subrecipient will be paid the Grant Funds on a reimbursable basis in accordance with the Grant Agreement.
5. **Reporting.** The Subrecipient shall furnish the City's point of contact with a written report on its use of the Grant Funds no less frequently than once per quarter and upon the expenditure of all of the Grant Funds. The reporting shall sufficiently detail the information required by the Grant Agreement in order to allow the City to receive and disburse the Grant Funds in accordance therewith.
6. **Compliance Monitoring.** The City's point of contact shall monitor the Subrecipient's compliance with this Contract. In addition to the reporting required by section 5, the Subrecipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Subrecipient is meeting the performance measures set forth in this Contract.
7. **Term.** This Contract shall begin on the date above, and shall terminate upon dedication of Vauxhall Island to the City, unless the Contract is earlier terminated or modified by the mutual agreement of the parties hereto or in accordance with the Grant Agreement.
8. **Subrecipient's Representations and Warranties.** The signatory represents and warrants as follows, subject to the final authorization of the Subrecipient's Board of Directors:
- A. The Subrecipient is empowered to enter into this Contract, to be bound hereby, and to perform according to the terms hereof.
- B. Any and all actions necessary to enable the Subrecipient to enter into this Contract, and to be bound hereby, have been duly taken.
- C. The person or persons executing or attesting the execution of this Contract on behalf of the Subrecipient has or have been duly authorized and empowered to so execute or attest.

D. The execution of this Contract on behalf of the Subrecipient will bind and obligate the Subrecipient to the extent provided by the terms hereof.

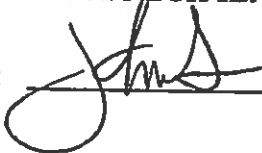
E. There exists no litigation pending against the Subrecipient or to the Subrecipient's knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Subrecipient to carry out its obligations under this Contract or the transactions contemplated hereunder.

Upon final authorization of this Contract and its execution by the signatory by the Subrecipient's Board of Directors, Subrecipient shall provide the City with evidence of said approval in a form acceptable to the City's Director of Planning and Development Review.

9. **Audit.** Pursuant to section 2-224 of the Code of the City of Richmond, the Subrecipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract in two counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

For the SUBRECIPIENT:

By:  6-30-2017  
Date

For the CITY:

By:  7/12/17  
Selena Cuffee-Gleason  
Chief Administrative Officer Date

APPROVED AS TO FORM:


 06/27/2017  
Debra McCreaney  
Deputy City Attorney Assistant Date

EXHIBIT A

**THE VIRGINIA LAND CONSERVATION FOUNDATION  
GRANT PROGRAM  
PROJECT CONTRACTUAL AGREEMENT (ACQUISITION)**

**Grant Recipient:** City of Richmond  
**Project Number:** VLCF – 136 (15)  
**Project Title:** Vauxhall Island Acquisition  
**Project Period:** Two Years from Execution of Grant Agreement  
**Project Scope:** Acquisition of 2.82+/- acres located in the City of Richmond  
**Total Project Cost:** \$150,000.00  
**Grant Amount:** \$75,000.00 VLCF funds

The Virginia Land Conservation Foundation (VLCF) and the Grant Recipient named herein mutually agree to perform this contractual agreement (Agreement) in accordance with the Virginia Land Conservation Foundation Act, Virginia Code §10.1-1017 through §10.1-1026, the provisions and conditions of the VLCF Grant Manual dated May 3, 2011, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances attached hereto or listed below.

**The Grant Recipient hereby agrees to provide the following documents to VLCF as deliverables prior to grant disbursement:**

1. A survey plat, preferably in digital form, showing the metes and bounds of property.
2. A Phase I Environmental Site Assessment satisfactory to VLCF, showing no major or significant environmental problems on the site.
3. Evidence of title – title report showing clear ownership and title to property.
4. An appraisal of the property by a certified appraiser that meets USPAP standards.
5. A copy of the draft deed of transfer, the form of which has been approved by VLCF.
  - ♦ The property must be dedicated in perpetuity as open-space land under the Open-Space Land Act (Virginia Code §§ 10.1-1700 to 10.1-1705), specifying one or more of the purposes described in the Virginia Land Conservation Fund Act, Virginia Code §10.1-1020 *et seq.*
6. Verification of eligible expenditures including: settlement statements, copies of invoices, cancelled checks (both sides), etc. These documents must be provided before reimbursements will be made.

The following special project terms and conditions are agreed to by the parties hereto:

- VLCF grant funds distributed shall not exceed 50 percent of appraised value, not to exceed the total grant amount of \$75,000.00.
- The form of the deed of transfer must be approved by the Department of Conservation and Recreation on behalf of VLCF prior to recordation.

- The Grant Recipient must provide a copy of the recorded deed of transfer for which VLCF monies have been awarded, showing the locality, deed book, and page of recordation, to VLCF no later than one month after recordation.
- If the value of another parcel of real property is used as any part of the match for the grant, that parcel must meet the same requirements as identified in 1 through 4 above.
- The Executive Secretary of VLCF reserves the right to seek independent appraisal reviews, at Grant Recipient's expense, on all appraisals prior to reimbursement.
- The Grant Recipient agrees that it will ensure that the property will be made and shall remain accessible to Commonwealth of Virginia staff for site inspection for compliance with the terms of the Virginia Land Conservation Fund Program and will provide judicially enforceable ingress and egress rights therefor. Requests from VLCF for periodic monitoring reports shall be complied with.
- Until project closure, the Grant Recipient shall submit progress reports twice a year to VLCF on status of grant implementation, with the first report due six months after execution of the Agreement.
- The parties understand that VLCF funding may be subject to rescission by the General Assembly. In such a case, VLCF reserves the authority to cancel this Agreement.
- The Grant Recipient agrees to contact DCR several months ahead of the desired closing date to ensure that the Department will have sufficient revenue available for reimbursement costs. Reimbursement will not proceed until DCR receives sufficient appropriations for the project.
- This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Commonwealth of Virginia and the Grant Recipient. Nothing contained herein shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Commonwealth of Virginia and the Grant Recipient that any other person or entity receiving benefits under this Agreement shall be deemed an incidental beneficiary only.
- Modification of this Agreement must be in writing and upon approval of both parties.
- Nothing in this Agreement is intended to conflict with current laws or regulations of the Commonwealth of Virginia. If any term of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this Agreement shall remain in full force and effect.
- This Agreement and any exhibits and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
- The terms of this Agreement, as modified with the consent of all parties, will remain in effect until two years after execution of this Agreement, after which time it may be extended for one year by written agreement of all parties. Either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.



- All payments and other performances by the Grant Recipient under this Agreement are subject to authorization and annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between the parties that the Grant Recipient will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall the Grant Recipient's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for any payments hereunder for the performance of this Agreement.

In witness whereof, the parties hereto have executed this contractual agreement as of the dates entered below. This Agreement shall be in effect from the date of execution by both parties until two years after execution of this Agreement, or until its termination by agreement of both parties.

**The Virginia Land Conservation Foundation  
Commonwealth of Virginia**

By Thom L. L.P.  
Clyde E. Cristman *for*  
Executive Secretary

Date 28 June 2017

**Grant Recipient: City of Richmond**

By [Signature]  
[Signature]

Date 7/12/17

Please print name here: SUZANNA C. ZIEB-GLANN

Title Chief Administrative Officer

APPROVED AS TO FORM

[Signature]  
Assistant City Attorney