



CITY CHECK LIST
PURCHASE OF PROPERTY
(must be fully completed)

SELLER(S): Hoover, Susan R & Angus Arrington

PURCHASER: CITY OF CHARLOTTESVILLE

PROPERTY LOCATION:

(See Exhibit A for a location map of property)

ADDRESS: 0 Grove Road

PARCEL NUMBER: 41A094000

SIZE OF PROPERTY: 0.5420 acres

PURCHASE PRICE: \$55,000

PROPOSED CLOSING DATE: tbd

City Manager/Deputy City Manager approval to proceed for City Council approval:

A. Ren
Signature

7/17/24
Date

Proposed Use of Property: The Department of Parks and Recreation seeks to acquire land for a trail extension enabling a continuous link through a portion of the City. The parcel to be acquired is at the north side of the 250-bypass at the west end of McIntire Park and will allow construction of the 250-Bypass shared use bicycle/pedestrian path which will connect to Meadowbrook Heights Road and the existing section of trail from that point west to Hydraulic Road.

Funding Source(s) and amount:

State:	\$50,000	Virginia Outdoors Foundation grant
City:	\$ 5,000	Parks&Rec CIP Trails and Land Acquisition fund

Special Conditions Required by Funding Source:

- Easement held by Virginia Outdoor Foundation on the property purchased plus a portion of McIntire Park West to equal 5 acres (see Exhibit A for the property acquisition and Exhibit B for the location of the adjacent +/- 5 acres of McIntire Park West)
- Upon use of the VOF grant funds for this acquisition, Va. Code §58.1-817 will be triggered, which then initiates a \$3 fee imposed on every deed admitted to record (deed real estate transfer fee). The Circuit Court conveys this fee to the Virginia Outdoors Foundation to fund the State's Open Space Lands Preservation Trust Fund.
- A public hearing was held on May 16, 2022 to comply with VOF requirement of holding a public hearing for approval of the grant and approval to purchase the property.

Special Conditions for Acquisition: see above grant funding conditions

Assessed Value (2024): \$16,300

Appraised Value: n/a

Asking Price: \$55,000

Alternative(s) to Acquisition:

- Obtain easement:
 - Property owner prefers fee simple property acquisition. In this case grant funding covers almost the full cost of the acquisition of the property.
- No action (don't acquire property):
 - There will be a gap in the bicycle/pedestrian trail at this location.

Background on Request for Property Acquisition:

The Department of Parks and Recreation seeks to acquire land for a trail extension enabling a continuous link through this portion of the City. The parcel to be acquired is at the west end of McIntire Park and will allow construction of the 250-Bypass shared use path which shall connect to Meadowbrook Heights Road and the existing section of trail from that point west to Hydraulic Road.

The City secured a grant in the amount of \$50,000 through the Virginia Outdoors Foundation (VOF) to pay for the property acquisition. The grant will cover \$50,000 of the cost of acquisition. The Parks and Recreation Department will fund the remaining \$5,000 from existing available funds. The survey/plat has been completed on the parcel (attached as Exhibit C).

Use of the VOF funds will require that:

- 1) The purchase of this parcel with VOF funds must subsequently be combined with an additional +/- five (5) acres of McIntire Park land and the entire area will be placed under an open space conservation easement "to the benefit of" VOF
- 2) The City's acceptance of this grant funding will require the City of Charlottesville Circuit Court to start collecting a \$3.00 fee with the recording of every deed, deed of trust, contract, or other such instrument. The fee shall be collected by the Circuit Court and remitted to the Commonwealth for the benefit of VOF.

To purchase this land with VOF funds, the City was required to hold a public hearing before approving an open space easement. This easement constitutes a disposition of property rights over park land. The City's grant of a conservation easement to a conservation organization effectively results in a permanent dedication of public property to its current public use and is thus a form of disposition of municipal property.

See Exhibit D for previous City Council actions.

Requirements for City Department Prior to Action by City Council/Closing:

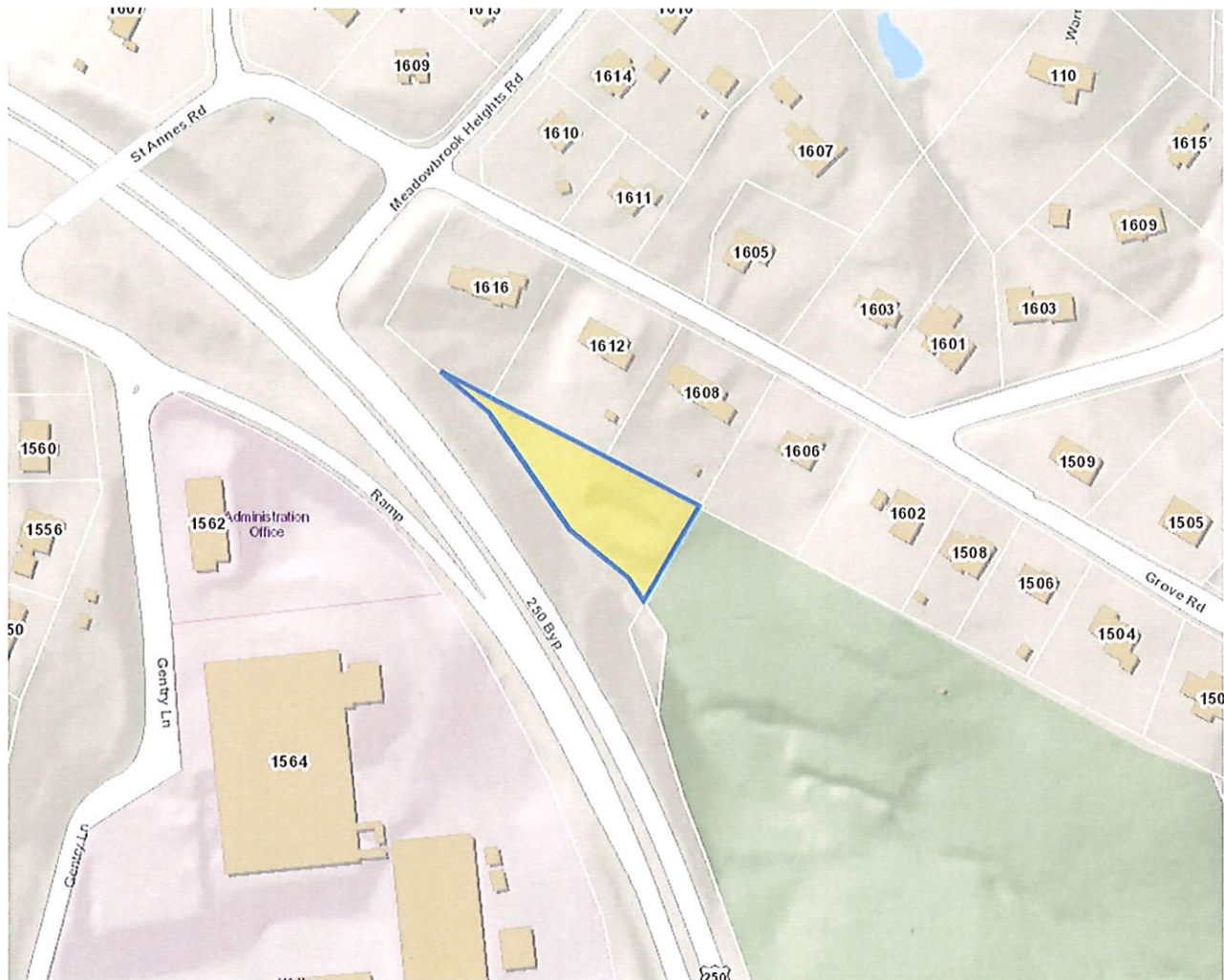
- ☒ Determine Assessed Value and if an Appraisal is needed – **ASSESSED VALUE**
- ☒ Determine and identify funding source(s) **YES**
- ☒ Prepare and circulate memo for City Department(s): **see Exhibit E**
 - **Finance – funds are available**
 - **Utilities – no existing utilities**
 - **Public Works / Environmental**
 - **Parks & Rec – maintenance**
 - **Neighborhood Development Services – zoning confirmation**
- ☒ Deputy City Manager approval – to continue with due diligence on purchase
Initial: ADM Date: 6/29/2023
- ☒ Order Environmental Review (if required) **NOT REQUIRED**
- ☒ Order Appraisal (if required) **NOT REQUIRED**
- ☐ Identify if seller has attorney – if yes, gather contact information
- ☒ Obtain any required language for deeds and approval(s) in writing from City departments or outside funding agencies for deed language and terms **(See VOF language attached – included in Exhibit D)**
- ☒ Obtain Legal Description of Property **copy of current Owner's DEED OF TRUST available**
- ☐ Obtain fully executed Purchase Agreement
- ☒ Title Search **DRAFT POLICY PREPARED**
 - Order search and pro forma title commitment
 - If survey plat available, send plat to them by e-mail
- ☒ Order Plat, if one is not available **PLAT READY FOR FINAL SIGNATURES – See Exhibit C**
- ☒ Continue Circulation of memo for City Department(s):
 - City Attorney's Office – no legal issues outstanding
 - Deputy City Manager of Operations – concur with department recommendations
- ☒ Prepare DRAFT Council Agenda Memorandum – draft review by Office of Community Solutions **DRAFT PREPARED**
 - Finalize Council Agenda

- Schedule City Council meeting date
- ☒ Council Resolution to Purchase Land (no PH required for Acquisition/Purchase §15.2-1800, except acquisition by condemnation) **DRAFT PREPARED**
- ☒ Title Insurance (not needed for Quitclaim) – needed for larger/more complex transactions **DRAFT POLICY PREPARED**
- ☐ Earnest money / deposit required – City Department making request to coordinate
- ☐ Schedule Closing – City Attorney's Office to coordinate and schedule
- ☐ Distribute final Closing Documents to:
 - City Attorney's Office
 - Office of Community Solutions
- ☐ Record Final Deed

Exhibit A - Location Map of Property

0 Grove Road

Owner: Hoover, Susan R & Angus Arrington



**Exhibit B - Location Map of Property (in red) with additional
+/- 5 acres of western McIntire Park to be in an open space
conservation easement (in green with red outline)**

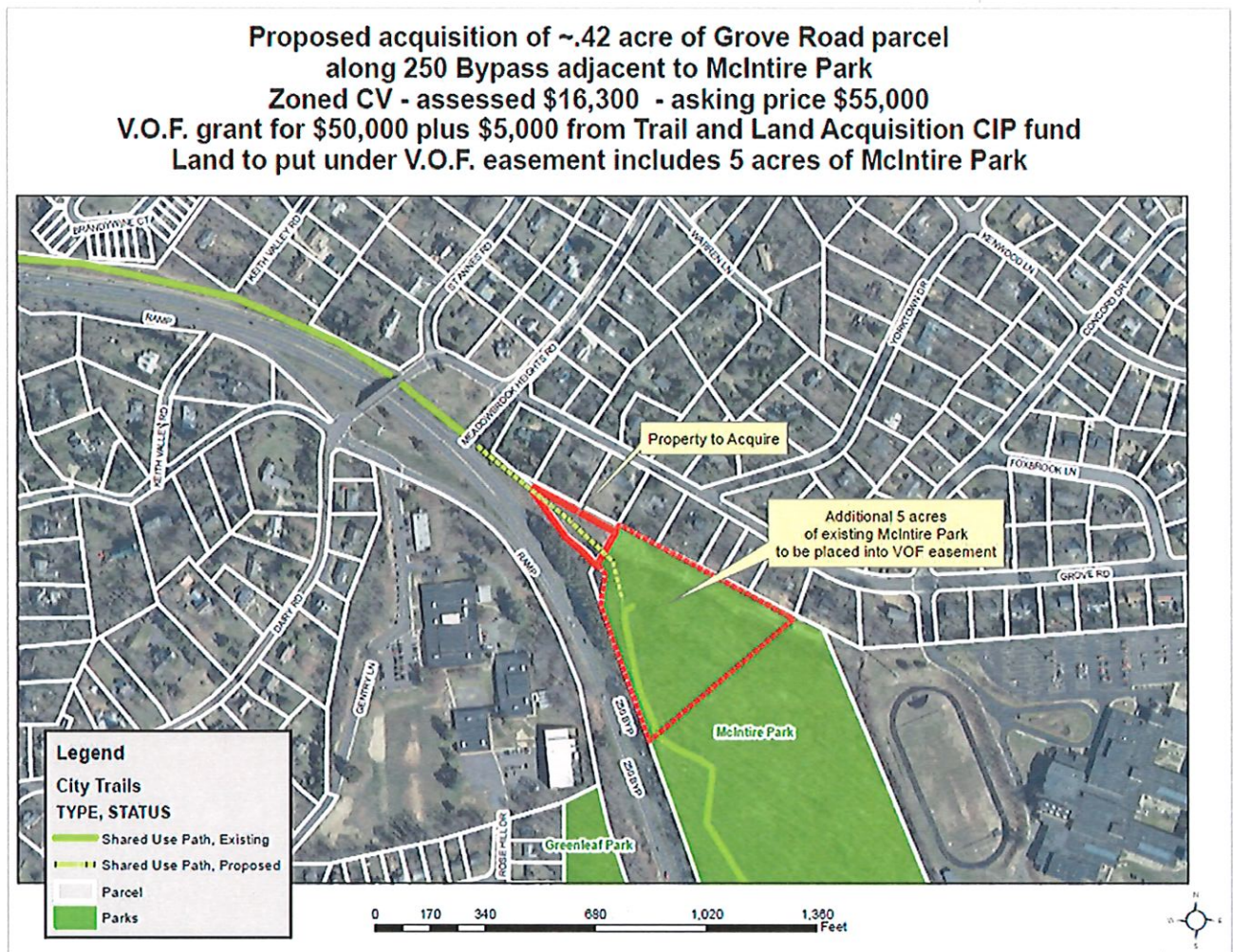
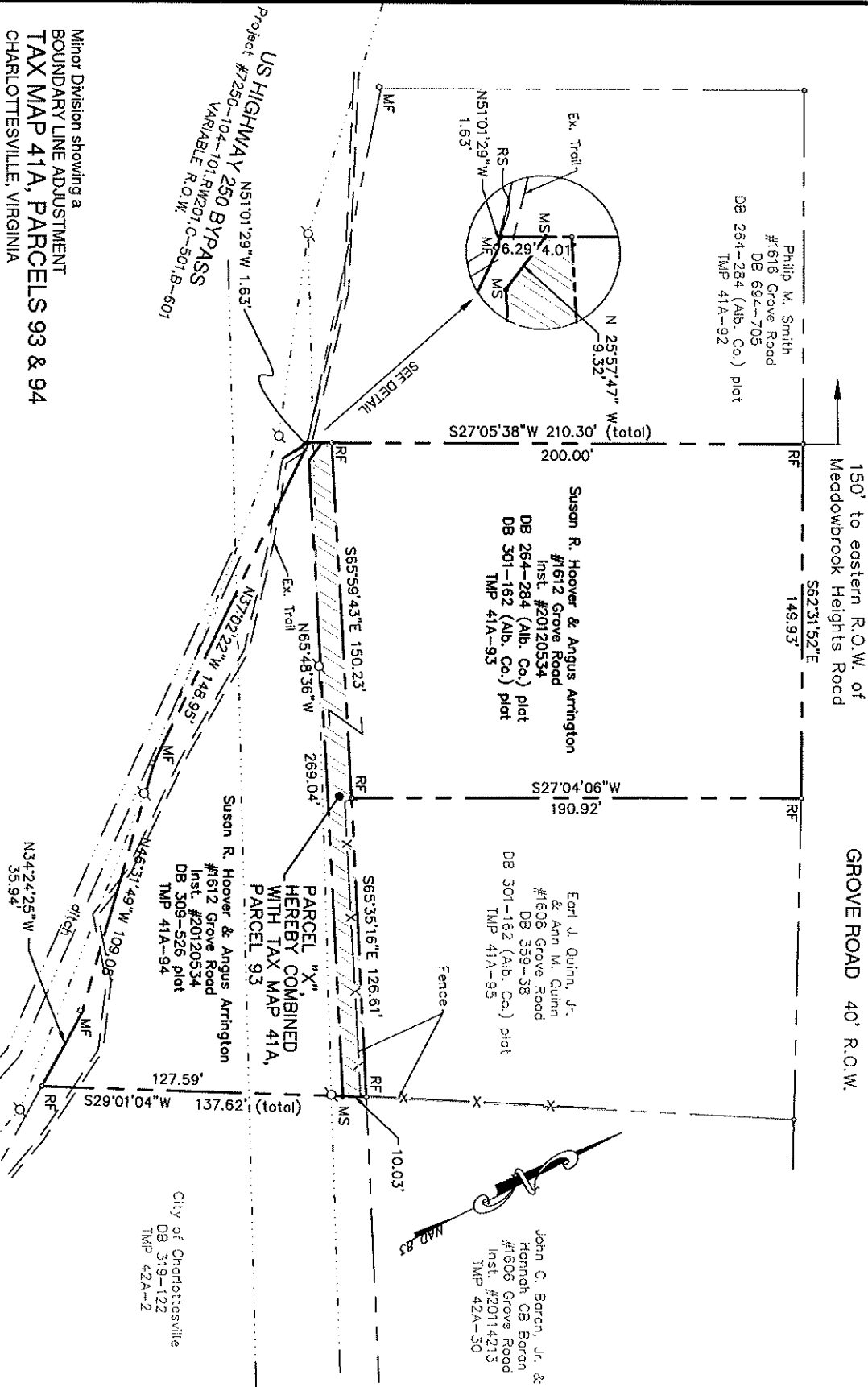


Exhibit C - Plat



Draper Aden Associates
Engineering • Surveying • Environmental Services

700 Harris Street, Suite E
Charlottesville, VA 22903
434-295-0700 Fax: 434-295-2105

Blacksburg, VA
Richmond, VA
Hampton Roads, VA

DRAWN CAS
CHECKED NAO

SCALE 1"=50'
DATE 05/10/2022

PROJECT: CV08163-13

Exhibit D - Previous City Council Approval(s)

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	November 18, 2019
Action Required:	Appropriation
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Recreation Brian Daly, Parks and Recreation Ryan Davidson, Office of Budget and Performance Management
Title:	Virginia Outdoors Foundation Grant – Land Acquisition - \$50,000

Background:

The City of Charlottesville, through Parks and Recreation, has received an award from the Virginia Outdoors Foundation (VOF) in the amount of \$50,000 to assist with efforts to purchase land in order to construct a bicycle and pedestrian trail along the north side of the 250 bypass. The grant does not require local match. The award of \$50,000 will be appropriated into the Parkland Acquisition Account P-00534

Discussion:

The City of Charlottesville has negotiated for purchase of a parcel of land at the west end of McIntire Park to be used for a bicycle and pedestrian and trail along the north side of the 250 bypass from Route 29 and Hydraulic Road to McIntire Road, which is part of the City Comprehensive Plan.

Use of VOF funding for this acquisition includes placing the parcel to be acquired and approximately 5 acres of the wooded section of western McIntire Park into an open space easement with the VOF. This area is already designated as a Managed Conservation Area in the approved master plan for western McIntire Park. This easement will not affect fire station expansion/renovation or any other facilities in the park.

Use of VOF funds will also initiate a one dollar fee per real estate closing fee to be allocated to the VOF. This has been discussed and is recommended for approval by the Circuit Court Clerk. Charlottesville is one of few localities in the Commonwealth that has not yet joined this program.

Community Engagement:

The bicycle, pedestrian and trail master plan was developed with multiple public meetings and was approved by council to be an addendum to the City Comprehensive Plan.

Alignment with City Council's Vision and Strategic Plan:

Construction of this trail will further council goals of being a Connected City by establishing a portion of the bicycle and pedestrian trail system that enhances our residential neighborhoods.

Budgetary Impact:

If these grants funds are appropriated there is no impact to the City budget as there is no required match.

Recommendation:

Staff recommends appropriation of grant funds.

Alternatives:

If grants funds are not appropriated, Parks and Recreation will have to use local CIP funds for the acquisition, leaving less money for other potential parkland acquisitions.

Attachments:

Appropriation
Letter From Clerk of Court

APPROPRIATION
VOF Grant for Acquisition of Parkland for of 250 Bypass Trail
\$50,000

WHEREAS, the City of Charlottesville, through Parks and Recreation, has been awarded \$50,000 from the Virginia Outdoors Foundation to purchase land adjacent to McIntire Park; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$50,000 is hereby appropriated in the following manner:

Revenue

\$50,000 Fund: 426 WBS: PR-001 G/L Account: 430120

Expenditures

\$50,000 Fund: 426 WBS: PR-001 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$50,000 from the Virginia Outdoors Foundation.

Approved by Council
December 2, 2019



Kyna Thomas, CMC
Clerk of Council

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	May 16, 2022
Action Required:	Public Hearing
Presenter:	Chris Gensic, Dept. of Parks and Recreation
Staff Contacts:	Chris Gensic, Dept. of Parks and Recreation
Title:	Land Acquisition for Park and Trail Use with Virginia Outdoors Foundation Grant Funding

Background:

For several months, the City and the owners of a parcel of land at the west end of McIntire Park have discussed the sale of their land for the purpose of a City trail. The Department of Parks and Recreation seeks to acquire land for a trail extension enabling a continuous link through this portion of the City. The City secured a grant through the Virginia Outdoors Foundation (VOF) to pay for the property acquisition at the west end of McIntire Park. The funding from VOF does come with conditions.

A. Virginia Outdoors Foundation Grants

Use of the VOF funds will require that:

- 1) the purchase of this parcel with VOF funds must subsequently be combined with an additional five acres of McIntire Park land and be placed under an open space conservation easement for the benefit of VOF.
- 2) the City's acceptance of this grant funding will require the City of Charlottesville Circuit Court to start charging and collecting a three (3) dollar fee with the recording of every deed, deed of trust, contract, or other such instrument. The fee shall be collected by the Circuit Court and remitted to the Commonwealth for the benefit of VOF.

"Virginia Recordation Tax Act" authorizes such contribution by the Circuit Court to the VOF. Specifically, Va. Code Ann. § 58.1-817 states:

In addition to all other taxes and fees imposed by this chapter, beginning July 1, 2020, there is hereby imposed a \$3 fee on every deed, deed of trust, contract, or other instrument admitted to record in those jurisdictions in which open-space easements are held by the Virginia Outdoors Foundation. See Va. Code Ann. § 58.1-800 et. seq.

The Virginia Outdoors Foundation, in administering the Open-Space Lands Preservation Trust Fund, is authorized to receive funds for open-space preservation. See Va. Code Ann. § 10.1-1800 et. seq. Citizens recording land instruments in jurisdictions with a VOF easement are then charged for every deed, deed of trust, contract, or other instrument admitted to record in that jurisdiction for the benefit

of VOF. See opinion of Attorney General to Ms. Brett C. Glymph, E.D., Virginia Outdoors Foundation, 15-081, (9/1/16). There are already VOF easements on City land located in Albemarle County and the fee is already applied to filing land transactions in the Albemarle Circuit Clerk's Office. Currently there are no VOF easements within the City of Charlottesville.

Consent by the City to accept VOF's grant money for this parcel will constitute consent for the additional three dollar recording fee in the City. It is important to note that this is a one-time charge per parcel and transaction. If the fee has been paid at the time of recordation of the original deed, no additional recordation fee is required for deeds of confirmation; correction; transfer deeds between husband and wife; and notices of assignment of a deed of trust or mortgage. Further, colleges, religious organizations, the federal government, the state, and/or localities, are not subject to the fee. The benefit of this VOF grant program is that it provides an ongoing source of funding which will be separately maintained as designated solely for the purpose of providing grants **to localities acquiring fee simple title or other rights, interests, or privileges in property**. See Va. Code Ann. § 10.1-1801.1.

The City has the authority to acquire this land and enter into a VOF easements based on Va. Code Ann. § 10.1-1701. The statute states: "To carry out the purposes of this chapter, any public body may (i) acquire by purchase..., grant or otherwise title to or any interests or rights of not less than five years' duration in real property that will provide a means for the preservation or provision of open-space land..." See Va. Code Ann. § 10.1-1701. The definition of public body includes a municipality. See Va. Code Ann. § 10.1-1700. Further, the Virginia legislature has made it clear that, "(i)nsofar as the provisions of this chapter are inconsistent with the provisions of any other law, the provisions of this chapter shall be controlling. The powers conferred by this chapter shall be in addition and supplemental to the powers conferred by any other law." See Va. Code Ann. § 10.1-1705.

B. Public Hearing Requirement

To purchase this land with VOF funds, the City will also need to hold a public hearing before approving an open space easement. This easement constitutes a disposition of property rights over park land. A city's grant of a conservation easement to a conservation organization effectively results in a permanent dedication of public property to its current public use and is thus a form of sale of municipal property. See opinion of Attorney General to The Honorable Viola O. Baskerville, Member, House of Delegates, 00-062 (11/3/00). The City may sell easement rights. ..., provided that no such real property, whether improved or unimproved, shall be disposed of until the governing body has held a public hearing concerning such disposal. See Va. Code Ann. § 15.2-1800B.

C. Required Recorded Vote by Three Fourths Majority

Va. Code Ann. § 15.2-1800 clearly establishes that the City may acquire title to, or any interests in, any real property, whether improved or unimproved, within its jurisdiction, for any public use. See Va. Code Ann. § 15.2-1800A. However as stated above, a conservation easement over park land is a form of land disposition subject to Article VII, Section 9 of the Constitution. This section states in relevant part: "(n)o rights of a city...in and to its...parks...**shall be sold except by an ordinance or resolution passed by a recorded affirmative vote of three fourths of all members elected to the governing body.**" See Va. Const. Art. VII, § 9. Therefore, the City Council after a public hearing may by resolution of a three fourths majority accept this grant funding from VOF and approve placement of an open space easement for the benefit of VOF over five acres of land on the west side McIntire Park. Approval of this Resolution can only be passed after a public hearing and an affirmative vote of four of the five City Councilors in favor of such Resolution.

Whereupon, If City Council votes for the attached resolution, City staff would: (1) use VOF funds to acquire this trail land at the west end of McIntire Park; (2) enter into the VOF easement over five acres on the west side of McIntire Park and (3) record such easement triggering the Charlottesville Circuit Court's ongoing collection of three dollar recording fees in the City of Charlottesville for the benefit of VOF.

Discussion:

The parcel to be acquired is at the west end of McIntire Park and will allow construction of the 250-bypass shared use path which shall connect to Meadowbrook Heights Road and the existing section of trail from that point west to Hydraulic Road. The grant will cover the full cost of acquisition. Survey and title work has already been completed on the parcel.

The Clerk of Court is aware of and supports the three dollar per deed and/or instrument fee. The City of Charlottesville is one of only a handful of localities that does not yet participate in this program state-wide.

Alignment with City Council's Vision and Strategic Plan:

The project supports City Council's "America's Healthy City" vision by providing outstanding recreational areas and walking trails, as well as the vision of being a "Connected Community". It contributes to Goal 3 of the Strategic Plan, for a beautiful and sustainable natural and built environment, and specifically objective 3.3, to provide a variety of transportation and mobility options.

Community Engagement:

The Bicycle and Pedestrian Plan and Comprehensive Plan were both developed with multiple public meetings and opportunities for input, including public hearings, and was approved by City Council.

Budgetary Impact:

This grant has already been appropriated into the Trail and Land Acquisition fund of the Trail CIP fund.

Recommendation:

Public Hearing only

Alternatives:

Use local funds to purchase the property

Attachments:

Proposed Resolution for future consideration
Draft Easement
Letter from Charlottesville Clerk of Court

RESOLUTION

Approving the Acquisition of Land near Grove Road and the Western Portion of McIntire Park and Placement of Open Space Conservation Easement on such Park Land

WHEREAS Susan R. Hoover and Angus Arrington (the "Owner") are the owners of land designated on City Real Estate Tax Map 41A as Parcel 94, and have indicated a willingness to convey a portion of the subject land to the City of Charlottesville for creation of parkland; and

WHEREAS the land to be conveyed, hereinafter the "Property", is described as follows:

All that lot or parcel of land designated as City Real Estate Tax Map Parcel 41A094000, less and except a ten-foot (10') wide strip of land at the northern boundary of Parcel 94, to be retained by Owner and combined with City Tax Map Parcel 41A093000, as shown on a plat dated 10/20/2022, 2022, made by Draper Aden Associates (the "Plat"); and

WHEREAS Owner has agreed to convey to the City the Property for the purchase price of \$42,000; and

WHEREAS funds are available for the purchase and development of the Property through a Virginia Outdoors Foundation grant managed by the Parks and Recreation Department (Account PR-001); and

WHEREAS the Department of Parks and Recreation seeks approval from City Council to proceed with the purchase of the above-described Property at a purchase price of \$42,000, with funding supplied by use of funds from the Virginia Outdoors Foundation through the Parks and Recreation trails and parkland fund; and

WHEREAS use of such funding shall require the recording of an open space conservation easement on the combined parcels referenced herein to the benefit of Virginia Outdoors Foundation; and

WHEREAS the resulting open space easement shall trigger the collection of a three-dollar recording fee for all property conveyances from the date of the easement filed in Charlottesville Circuit Court to the benefit of Virginia Outdoors Foundation upon recording; and

WHEREAS an Agreement for the conveyance of said land has been reviewed and approved by the City Attorney's Office; now, therefore,

BE IT RESOLVED, by the Council of the City of Charlottesville, that it hereby authorizes the purchase of the above-described Property for creation of parkland and the placement of an open space easement over the Property. The City Manager is hereby authorized to execute the above-referenced Agreement, and the Mayor is hereby authorized to sign a deed of conveyance, both in form approved by the City Attorney or their designee. The City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property and recording of an open space easement, pursuant to the terms and conditions set forth in the agreement and Deed of Easement.

NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by: Allyson Manson Davies
Senior Deputy City Attorney
Office of the City Attorney
City of Charlottesville
PO Box 911,
Charlottesville, VA 22902

Return to: Virginia Outdoors Foundation
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

Parcel ID Nos.: 41A094000 and 42A002000

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), Virginia Code §§ 58. 1- 811(C)(4),
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF OPEN-SPACE EASEMENT (this "Easement"), made this ____ day of _____, 2022, between THE CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia with an address of Post Office Box 911, Charlottesville, Virginia 22902, ("Grantor") and the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns), witnesseth:

RECITALS:

R-1 Grantor is the sole owner in fee simple of real property situated in the City of Charlottesville, Virginia, containing in the aggregate five acres, more or less, as further described below (the "Property"), and Grantor desires to give in part, sell in part, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-3 The Commonwealth of Virginia has authorized the creation of open-space easements pursuant to the "Open Space Land Act." Va. Code Ann. Title 10.1, Subtit. II, Ch. 17 provides in

part that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve land and other natural resources and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land. The balance of the Chapter is codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), and Grantor and Grantee wish to avail themselves of the provisions of that law.

R-4 Pursuant to Section 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses contained in Section II which ensures that the Property will remain perpetually available for open-space use all as more particularly set forth below.

R-5 Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space, and recreational lands of the Commonwealth.

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the City of Charlottesville Comprehensive Plan adopted on November 15, 2021, and the Property is located within an area that is designated as Open space and Parks on the City's future land use map.

R-7 This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

- a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;
- b. The Open-Space Land Act cited above;
- c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;
- d. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered, and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded

that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia; and

(ii) Land use policies of the City of Charlottesville as delineated in its comprehensive plan adopted on November 15, 2021, to which plan the restrictions set forth in this Easement conform and which contains the following vision and goals such that preservation of this land as open space will further the City's goals:

1. Charlottesville will be an environmental leader, with healthy air, water, and ecosystems, as well as ample, high-quality, and accessible open space and natural areas, and a preserved and enhanced tree canopy. The Rivanna River and other waterbodies will be celebrated and protected, and environmentally-sound community access will be enhanced. Charlottesville's built environment will utilize green infrastructure and encourage healthy and low carbon lifestyles by supporting walking, bicycling, and transit use, and access to outdoor public spaces and natural areas.
2. City will continue to work toward meeting the citywide goal of a 45% reduction in greenhouse gas emissions by 2030 (from 2011 levels) and carbon neutrality by 2050, accelerating greenhouse gas emission reductions where possible.
3. City will utilize resilience and adaptation to prepare for and work to minimize the impacts of climate change.
4. City will promote Urban Ecosystems which are healthy, interconnected ecosystems that deliver valuable ecosystem services, and support diverse native plant communities and wildlife habitats.
5. City will contribute to the creation, protection, and expansion of robust urban forests through an urban tree canopy.

R-8 The Property will be used for public park purposes. Specifically, the Property will include a section of the U.S. Route 250 bypass shared use path which will be used as a public trail. The overall U.S. Route 250 bypass trail will connect U.S. Route 29 with McIntire Park, and will connect to Schenk's Greenway leading into downtown, and John Warner Parkway trail north to Rio Road. Destinations along the trail include shopping in the Hydraulic Road/ U.S. 29 area, public housing along Hydraulic Road, McIntire Park which includes the YMCA and new skate park, and the future botanical garden. Preservation of the Property in its natural state hereunder will ensure that trail users enjoy forested surroundings amid an otherwise developed area of the City. Pursuant to this Easement Grantor will be allowed to engage in urban forest management, remove invasive plants, and provide for public enjoyment of the land outside of the trail corridors.

R-9 Pursuant to Section 10.1-1801.1 of the Code of Virginia, Grantee has approved an Open-Space Lands Preservation Trust Fund payment in the amount of \$50,000 to Grantor as an entity conveying an open-space easement on open-space land for partial purchase of the Easement and costs associated with the conveyance of this Easement to Grantee.

R-10 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-11 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-12 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-13 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

R-14 Grantor and Grantee have the common purpose of conserving the above - described conservation values of the Property in perpetuity.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their acceptance by Grantee, and in further consideration of an Open-Space Lands Preservation Trust Fund grant in the amount of \$50,000, Grantor does hereby grant and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of five acres more or less, located in the City of Charlottesville, Virginia, within and near McIntire Park, fronting U.S. Highway Route 250, to-wit:

All those certain lots or parcels of land, with improvements thereon and appurtenances thereto, situated in the City of Charlottesville, Virginia, shown as Tax Map Nos. 41-A-94 and 42-A-2 among the land records of the City of Charlottesville, Virginia. **Even though the Property consists of more than one parcel for real estate tax purposes, and it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole and will bind Grantor and Grantor's successors in interest in perpetuity.**

SECTION I -PURPOSES

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below and include the Property's open-space, scenic, natural, and public recreational values.

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria the further conservation purpose of this Easement is preservation of land for natural resource-based outdoor recreation or education, preservation of scenic open space, and preservation of open space designated by local government.

Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property, which are inconsistent with the conservation purposes of this Easement or the conservation values herein protected.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. DIVISION.

(i) Separate conveyance of a portion of the Property or division of the Property is prohibited. For purposes of this Easement, division of the Property includes, but is not limited to, creating a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

(ii) The acquisition of a *de minimis* portion of the Property adjacent to Meadowbrook Heights Road, U.S. Route 250 bypass (John W. Warner Parkway) for minor road improvements shall not be considered a division of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall be contingent upon the project including all reasonable actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate right to approve such acquisition. Use of the Property for such a project is limited to minor improvements to U.S. Highway Route 250 (John W. Warner Parkway) and access to the Property therefrom, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

2. BUILDINGS, STRUCTURES, AND UTILITIES.

(i) No buildings, structures, or utilities, other than the following, are permitted on the Property. Such buildings and structures are subject to subparagraph 2(iii). **Siting of buildings and structures below:**

(a) Non-residential park-related buildings and structures.

Non-residential buildings and structures commonly and appropriately incidental to public recreational activities including, but not limited to, restroom facilities, picnic shelters, and informational kiosks, all sized appropriately to serve as amenities for public recreational activities, such as nature study, photography, hiking, biking, walking, and bird watching and natural resource-based educational or scientific activities; and

(b) Public Parking Areas and Trails.

Parking areas and trails; and

(c) Utilities and renewable energy facilities.

Public or private utilities and renewable energy facilities used to harness natural renewable energy sources such as sunlight, wind, water, or biomass to serve permitted buildings, structures, or activities on the Property. Such limitation will not prohibit the sale of excess power generated incidentally in the operation of renewable energy facilities; and

Public or private utilities to be constructed in whole or in part to serve other properties, provided Grantee determines, in its sole discretion, that the construction and maintenance of such utilities or facilities will cause no impairment of the Conservation Values of the Property and gives its prior written approval for such construction and maintenance. Approval of such construction and maintenance will take into consideration the visibility and any other possible adverse impact of such utilities or facilities on the Conservation Values of the Property. Grantor reserves its separate right to approve any public or private utilities; and

(e) Signs.

Signs necessary to provide information to the public about the use of the Property, the trail system, and its resources. At least one sign shall include acknowledgement that the Virginia Outdoors Foundation contributed funding for this project.

(ii) Grantor shall have the right to construct any buildings, structures, parking areas, trails, utilities, and signs permitted in Section II, Paragraph 2(i) above and to repair, maintain, renovate, expand, and replace any permitted buildings, structures, parking areas, trails, utilities, and signs on the Property, within the limitations set forth in this Easement.

(iii) The collective footprint of all buildings and structures and impervious parking areas on the Property, excluding linear surfaces, such as trails, walls, fences, bridges, and boardwalks, shall not exceed 5,000 square feet provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose

of this paragraph the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section II, Paragraph 2(i)(a), (b), and (c) and all other impervious surfaces, excluding linear surfaces.

3. ACTIVITIES PERMITTED ON THE PROPERTY.

No activities other than the following are permitted on the Property:

(i) outdoor public recreational activities, such as nature study, photography, hiking, biking, walking, and bird watching, but not activities requiring ballfields, tennis courts, or similar facilities;

(ii) natural resource-based educational or scientific activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein;

(iii) small-scale incidental commercial operations compatible with activities set forth in (i) and (ii) above;

(iv) other outdoor activities that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected.

- 4. PUBLIC ACCESS.** This Easement will benefit the public. The public shall have a right of daily access to the Property for the activities described above at times set by Grantor, subject to reasonable restrictions to ensure the security of the Property and the safety of visitors. Notwithstanding the above, Grantor retains the right to exclude the public from the Property or a portion thereof in case of emergency or disaster (for as long as is necessary to abate the emergency or disaster), for maintenance of the Property, and as may be necessary for resource management and protection. Grantor, in its discretion, may charge fees for access to the Property.

SECTION III – ENFORCEMENT

- 1. RIGHT OF INSPECTION.** Employees, agents, and other representatives of Grantee may enter the Property from time to time for purposes of (i) inspection (including photographic documentation of the condition of the Property), (ii) flagging or otherwise marking the boundaries of specific areas or zones on the Property that are restricted as to the structures or activities allowed thereon in Section II above, and (iii) enforcement of the terms of this Easement after reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to observe, document, prevent, terminate, or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.
- 2. ENFORCEMENT.**

- (i) Grantee, in accepting this Easement, commits to protecting the Conservation Values and advancing the conservation purposes of this Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (a) to require restoration of the Property to its condition on the Effective Date or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the provisions of this Easement; (b) to recover any damages arising from non-compliance; (c) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth in Section II of this Easement; (d) to require Grantor to replant or pay for the replanting of trees on the Property harvested in violation of the restrictions involving timber or trees set forth in Section II of this Easement, (e) to require Grantor to pay the costs of ascertaining the value of the timber harvested in violation of restrictions involving timber or trees set forth in Section II of this Easement; (f) to pay to Grantee three times the value of the timber on the stump for the value (at the time of harvesting) of such timber harvested in violation of restrictions involving timber or trees set forth in Section II of this Easement, constituting the agreed-upon harm to the Conservation Values protected herein caused by such wrongful harvest; (g) to enjoin non-compliance by temporary or permanent injunction; and (h) to pursue any other appropriate remedy in equity or at law. If the court determines that Grantor failed to comply with this Easement, Grantor must reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, in addition to any other payments ordered by the court. Grantee's delay will not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.
- (ii) Notwithstanding any other provision of this Easement, Grantor will not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.
- (iii) Nothing in this Easement creates any right in the public or any third party to maintain a judicial proceeding against Grantor or Grantee. The conveyance of this Easement to Grantee does not affect the property rights of contiguous landowners or vest in any contiguous or nearby landowner rights in the Property or the administration of this Easement by Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to describe the condition and character of the Property, and the

Baseline Documentation Report (BDR), describes the condition and character of the Property on the Effective Date. The BDR may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the BDR contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee.

Grantee may compile written reports and photographic documentation of the condition of the Property from time to time as a result of inspection of the Property pursuant to Section III 1. above.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement will be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, Grantor and its successors in title to the Property, or any portion thereof or interest therein, and will continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.
2. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (i) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (ii) Grantor has all right and authority to give, grant and convey this Easement, (iii) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deed of trust liens, or other liens not subordinated to this Easement, and (iv) no consent of any third party is required for Grantor to enter into this Easement (v) each person and/or entity signing on behalf of Grantor is authorized to do so.
3. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
4. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation.
5. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common-law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of the parties hereto that this Easement and all language contained herein be liberally construed in favor of the grant

to effect the purposes of this Easement and the policies and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Easement (to protect the Conservation Values of the Property and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid will be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Easement are permitted on the Property.

6. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement must be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement will not impair the validity of this Easement or the conveyance or limit this Easement's enforceability in any way.
7. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Main Street Centre, 600 East Main Street, Suite 402, Richmond, Virginia 23219, and any notice to Grantor should be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently City of Charlottesville, PO Box 911, Charlottesville, Virginia 22902.
 - (a) **Grantor must notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.**
 - (i) In addition, Grantor agrees to notify Grantee in writing before exercising any reserved or permitted right that may have an adverse effect on the Conservation Values of the Property as encumbered by this Easement or that, because of unforeseen or changed circumstances, involves activities or structures regarding which this Easement is silent or ambiguous. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to either (a) prohibit or approve and monitor such activities to ensure that they are carried out in a manner not having an adverse impact on the Conservation Values of the Property or (b) to prohibit or permit the construction of such structures, depending upon whether the construction of such structures will have an adverse impact on the Conservation Values of the Property.) Such notice must describe the proposed activity or structure in sufficient detail to allow Grantee to judge the consistency of the proposed activity or construction of the proposed structures with the purposes of this Easement. Grantee may grant its consent if it determines, in its sole discretion, that the performance of such activities or the construction of such structures does not violate any of the terms of this Easement and does not have an adverse impact on the Conservation Values of the Property. Grantor may not engage in the proposed activities or construction of such structures unless and until Grantor receives Grantee's approval in writing.
 - (ii) Failure of Grantor to comply with these requirements will not impair the validity of this Easement or limit its enforceability in any way.

8. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement will not merge into the fee interest, but will survive the deed and continue to encumber the Property.
9. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions set forth in this Easement are to be continued in perpetuity and (ii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act.
10. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.
11. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values or add acreage to the restricted property by an amended deed of easement, provided that no amendment may (i) affect this Easement's perpetual duration or remove this Easement from any portion of the Property, (ii) conflict with or be contrary to or inconsistent with the conservation purposes of this Easement, or (iii) reduce the protection of the Conservation Values. No amendment will be effective unless documented in a notarized document executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of City of Charlottesville, Virginia.
12. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as easement amendments, and access or utility easements over the Property. Such cost recovery charges will be determined and periodically adjusted by Grantee's Board of Trustees, as set forth in a published fee schedule.
13. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants will be jointly and severally liable for all obligations of Grantor set forth herein.
14. **SEVERABILITY.** It is the express intent of the parties hereto that all provisions of this Easement be considered and construed as part of the whole and that no provision will be applied in isolation without consideration of the overall purposes of this Easement. Nevertheless, if any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement will not be affected thereby.
15. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement.

16. **CONTROLLING LAW.** The interpretation and performance of this Easement will be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in a manner consistent with the provisions of Section V, Paragraph 5 above in order to give maximum effect to its conservation purposes.
17. **RECODIFICATION AND AMENDMENT OF STATUTES**
This Easement cites various state statutes applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes most closely corresponding to those cited herein and carrying out the purposes recited herein.
18. **RECORDING.** This Easement will be recorded in the land records in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, and Grantee may take any steps necessary in said clerk's office to preserve its rights under this Easement in the future.
19. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered, will be an original, but all of which will constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto will not affect the validity of this Easement.
20. **DEFINITIONS.** For purposes of this Easement, the phrase "Effective Date" means the date upon which this Easement was first put to record in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia. The words "currently" or "existing" mean currently or existing on the Effective Date. Time will be calculated in calendar days, not business days.

WITNESS the following signatures and seals: [Counterpart signature pages follow.]

[Counterpart signature page 1 of 2 of deed of open-space easement]

The City of Charlottesville, Virginia, GRANTOR

By: _____

(title)
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022
by _____ of the City of Charlottesville,
Virginia

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

Attest: _____
_____, Clerk

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by
_____, Clerk of the Council of the City of Charlottesville, Virginia.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

Approved as to form and legal sufficiency:

City Attorney

[Counterpart signature page 2 of 2 of deed of open-space easement]

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022 by _____, a Deputy Director/Staff Attorney of the
Virginia Outdoors Foundation.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

**CIRCUIT COURT
CITY OF CHARLOTTESVILLE**
315 EAST HIGH STREET
CHARLOTTESVILLE, VIRGINIA 22902-5195
(434) 970-3766

Tracy D. Smith
Anita D. Spivey
Esther J. Bausserman
Cornelia H. Koepfel
DEPUTY CLERKS

Llezelle A. Dugger
CLERK

David A. Schmidt
CHIEF DEPUTY CLERK

Gwendolyn T. Williams
Dianne P. Pugh
Beatrice Bradford
DEPUTY CLERKS

May 3, 2022

Samuel Sanders
Deputy City Manager
City of Charlottesville

RE: Fee for open-space preservation

Dear Sam:

Pursuant to Va. Code §58.1-817, there is a \$3.00 fee imposed on every deed admitted to record in those jurisdictions in which open-space easements are held by the Virginia Outdoor Foundation.

Once this statute is triggered, I will have my real estate records vendor program the \$3.00 fee into our recording system. From that date forward, the \$3.00 fee will be automatically assessed when a deed is admitted to record in my office. The impact on my budget and on my staff is minimal.

If you have any further questions, please do not hesitate to contact me.

Sincerely,



Llezelle A. Dugger
Clerk of Court

5/16/22 CC
MINUTES

CHARLOTTESVILLE, VIRGINIA, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$26,000,000, TO FINANCE THE COSTS OF CERTAIN PUBLIC IMPROVEMENT PROJECTS AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

10. PUBLIC HEARING: Land acquisition for park and trail use with Virginia Outdoors Foundation Grant funding

Chris Gensic, Parks and Trails Planner introduced the public hearing with a brief report and advised that the item will come back to Council for action.

Mayor Snook opened the public hearing:

- Rex Linville with the Piedmont Environmental Council spoke in support of the land acquisition.

Mayor Snook closed the public hearing.

Mayor Snook asked where the collection of \$3 per deed goes. Mr. Gensic stated that he would incorporate the answer into the next report to City Council.

11. PUBLIC HEARING/RESOLUTION: Community Development Block Grant (CDBG) funding and FY2022-2023 Annual Action Plan

DCM Sanders outlined CDBG next steps, advising that the project timeliness test came in all clear from the Department of Housing and Urban Development.

- Staff will not be proposing changes to the public engagement plan at the moment.
- Staff will no longer recommend changing the Task Force to staff advisory.
- Staff will focus on locating income-eligible participants to ensure diversity in participation.
- Compensating low-income participants does not qualify as an eligible activity for CDBG.
- Staff will not recommend priority neighborhoods going forward; instead they will identify projects that prioritize investing in lower income areas.
- The CAPER (Consolidated Annual Performance and Evaluation Report) will be presented to Council in August and staff will begin the next five-year report in September, due to HUD in May. This will be an opportunity to connect with the community to identify needs and work with other city departments.

Erin Atak, Grants Coordinator presented the agenda item report and explained the CDBG-HOME funding process, including priorities set by City Council in September 2021, meetings with interested applicants, and applications submitted.

The Annual Action Plan for July 1, 2022 – June 30, 2023 is due in its final form to HUD by June 15 and The draft Action Plan was advertised for over 30 days and comments from tonight's public hearing as well as Council comments will be incorporated in the final submission.

DCM Sanders presented the staff recommendations for CDBG-HOME funding. Councilors

Exhibit E - Input from City Departments

MEMORANDUM

Office of the City Attorney

TO: Sam Sanders, Deputy City Manager

FROM: Chris Gensic, Park and Trails Planner, Parks & Recreation Dept.


DATE: April 12, 2022

RE: Acquisition of Property for Greenbelt Trail

I have been in contact with owners of the property at 0 Grove Road, which is near the existing 250 bypass greenbelt trail and adjacent to McIntire Park. Susan R. Hoover and Angus Arrington own property designated as Parcel 41A094000, and has agreed to sell ~.423 acres (~18,443 square feet), a portion of the property, to the City for use as a greenbelt trail and/or additional park land, as shown on the attached drawing/plat.

The City Assessor values the portion of land at \$10,000.00. The owner is selling the property for \$50,000. The funding for this acquisition is coming from a Virginia Outdoors Foundation grant to the City that requires no local match.

Funds are Available:

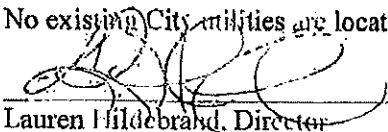

Christopher V. Cullinan
Director of Finance

Date: 4.13.2022

Comments on the acquisition of the land regarding utilities, environmental liability, property maintenance, and Zoning have been received from Public Works/Environmental, NDS, Utilities, and Parks and Recreation.

UTILITIES:


No existing City utilities are located on the parcel at 0 Grove Road.


Lauren Hildebrand, Director

Date: 4/12/2022

PW/ENVIRONMENTAL:

Based on a site visit and visual assessment conducted on the subject property, a review of historical aerial photos, there are no apparent environmental concerns associated with this property. Historical indications are that this has been an undeveloped piece of land that has been bordered by a roadway (Rt 250) to the south and residential property to the north. There is a small waterway that occurs on this property and that connects to a tributary of Meadowbrook Creek. The existence of a power line across the property poses no additional concerns. No further environmental investigation appears necessary at this time and the acquisition of the property is supported by this office.


Kristel Riddervold, Environmental Sustainability Division Manager


Date: 4/12/2022

PARKS: Is prepared to take on maintenance of the land for greenway and linear park purposes.


Dana Kasler, Director

Date: 4/14/22

NDS: The current zoning of this parcel is R-1. Use of the land as an outdoor park (city-owned) is allowable by right.


Dannan O'Connell, Planner

Date: 4/13/2022

CITY ATTORNEY'S OFFICE: No legal issues outstanding. The title work does not reveal any serious title issues. Our office will handle this real estate transaction in the event it is approved by the COO/CFO (or his designee) and City Council.

City Attorney

Date: _____

If you concur with the recommendations of the above-named departments, please indicate your approval of the land acquisition by signing below. If you do not agree, or have any questions about the conveyance, please note your objection or comments below.

Sam Sanders, Deputy City Manager

Date: _____

OBJECTION OR COMMENTS:

