



# LOCALITY AGREEMENT

**between**  
**the Virginia Outdoors Foundation**  
**and Locality, Virginia**

This agreement is between The Virginia Outdoors Foundation (VOF) and Locality, Virginia herein called "Locality."

**Project and Scope:** To promote locally led land conservation by reducing landowner costs associated with donating an open-space or conservation easement to a locality, VOF will provide funding to localities to reimburse landowners determined by an income-based cost-share program. The program will be administered by VOF with localities serving as the fiscal partner. The intent of the program is to encourage participation in local easement programs and increase land conservation across the Commonwealth. Easements may be co-held by an eligible non-profit partner. Landowners conveying easements as part of a development proposal or as a proffer are not eligible.

**Two-Year Time Period:** July 1, \_\_\_\_\_ through June 30, \_\_\_\_\_.

**VOF shall provide:**

- Funding for the Preservation Trust Fund-Easement Assistance (PTF-EA) for Localities Program based on eligible landowner reimbursement requests.
- Administration of the program including eligibility criteria development, landowner eligibility determination, and eligible expense calculations.

**The Locality shall provide:**

- Disbursement of cost-share reimbursement based on VOF calculations. The Locality shall deliver all funds received from VOF under this Locality Agreement ("Agreement") directly to the landowners for reimbursement of eligible expenses in accordance with the Easement Assistance for Localities Program. Such funds shall not be used by the Locality for any other purpose and all funds not delivered to landowners shall be returned to VOF.
- Reporting on expenditures and fund balance.

**Additional Terms:**

- Fund Disbursement
  - a. Funds for landowner reimbursement may be disbursed from VOF to Locality (select one):
    - i. \_\_\_\_ 50% at the time of approval, with the remainder at recordation,
    - ii. \_\_\_\_ the full award at the time of recordation.

- b. Landowner reimbursement shall adhere the following per easement rates, not to exceed the maximum reimbursement:

<b>Landowner Annual Income</b>	<b>Reimbursement Rate</b>	<b>Maximum Easement Assistance</b>
Up to \$70,000	100%	\$25,000
\$71,000 - \$85,000	80%	\$20,000
\$86,000 - \$105,000	50%	\$8,500
Over \$105,000	Not Eligible	Not Eligible

- This Agreement has been duly executed by a representative of the Locality with full authority to execute this Agreement and bind the Locality to the terms hereof.
- After execution by the Locality representative named on the signature page hereto, this Agreement will represent the legal, valid, and binding obligation of the Locality, enforceable against the Locality in accordance with its terms.
- Prior to disbursement of funds to the Locality, VOF reserves the right to cancel or reduce the funding for the program should the VOF and/or state budget be significantly reduced.
- This agreement is in effect through the period of performance, which may be renewed if both parties agree in writing.

<b><u>VOF Contact:</u></b>	<b><u>Locality Contact:</u></b>
<b>Anna G. Chisholm</b> <b>Deputy Director Administration</b> <a href="mailto:achisholm@vof.org">achisholm@vof.org</a> <b>t. 844-863-9800 Ext. 275</b> <b>f. 540-301-5783</b> <b>Virginia Outdoors Foundation</b> <b>PO Box 85073- PMB 38979</b> <b>Richmond, VA 23285-5073 US</b>	<b>Name</b> <b>Title</b> <b>email</b> <b>t.</b> <b>f.</b> <b>Locality Name</b> <b>Address</b> <b>City, VA Zip code</b>

Agreed to and accepted this \_\_\_<sup>th</sup> day of Month, Year.

\_\_\_\_\_  
**Anna G. Chisholm**  
**Deputy Director Administration**  
**Virginia Outdoors Foundation**

\_\_\_\_\_  
**Name**  
**Title**  
**Locality, Virginia**