

Culpeper Horse Park Memorandum of Understanding

This Memorandum Of Understanding (“MOU”) is entered into this 27 day of July, 2011, by and between the **County of Culpeper, Virginia** (“County”), a Commonwealth of Virginia political subdivision; and the **Culpeper Horse Owners Association, LLC**, a Virginia Corporation, (“CHOA”).

The County and CHOA enter into this MOU to memorialize their understandings regarding the development of County land as an equestrian park to be known as the Culpeper Horse Park (“Park”), as follows:

1. **Purpose:** The purpose of this understanding is to facilitate the development of the Park for use by the public for the enjoyment of horseback riding and related activities on the 80 acre tract or parcel of land owned by the County on Mountain Run in Brandy Station, Virginia (Land).
2. **Development Plan:** The Park shall be developed on the Land and shall consist of trails, vehicle parking areas, and ancillary infrastructure that is necessary to develop the Park in accordance with the Development Plan attached hereto and marked Exhibit 1.
3. **CHOA Contributions:** CHOA voluntarily shall provide the following:
 - a. CHOA shall assist the County to develop, maintain, and manage the Park on the Land in accordance with the Development Plan.
 - b. CHOA shall provide funding for the development and operation of the Park within the scope of its ability to reasonably provide necessary funding.
 - c. CHOA shall provide volunteer labor and equipment for the development, maintenance, and operation of the Park to the extent that CHOA can reasonably provide such labor and equipment.
 - d. Subject to the approval by the County, CHOA shall design, provide, and install signage inside the Park.
4. **County Contributions:** To facilitate the development and operation of the Park, the County shall provide the following:
 - a. When approved by the Board of Supervisors, the County will be responsible for the design and building of the ingress and egress to the Park as shown on the development plan. The County, in cooperation with CHOA, will plan and construct additional trail networks where needed when funding allows.
 - b. The County shall restrict the public use of the Park to horseback riders and pedestrians.
 - c. The County agrees to bar the use by bicycles and motor vehicles within the Park except for County owned motor vehicles and fire and rescue motor vehicles which shall have access to the Park as needed.

- d. The County shall allow the Park to be open for permitted public use from dawn to dusk seven days per week, however, the County reserves the right to close the Park when and if the County decides that it is necessary.
 - e. The County will ban hunting within the Park.
5. **County Land and Future Extension of Riding Trails:** The County and CHOA each acknowledge:
- a. The County retains sole title to the Land and CHOA will not acquire any rights, title or interest in the County Land.
 - b. All fixtures placed on the Land shall become the property of the County.
 - c. The Parties anticipate that the trails within the Park may be extended to cross adjacent privately owned properties to expand the system of trails if CHOA obtains permission from the private land owners and if the use of such extended trails is limited to the uses permitted by this MOU.
 - d. Both parties shall use their best efforts to see that the use of the Park and extended trails benefit adjacent land owners without compromising their right to quiet enjoyment.
6. **Governing Law:** The parties acknowledge that the following laws apply:
- a. This MOU is governed by the laws of the Commonwealth of Virginia.
 - b. The County recognizes that pursuant to this MOU that CHOA will be functioning as a County agent and that both the County and CHOA, as agent, are protected from liability for the operation of the Park by Section 15.2-1809 of the Code of Virginia which confers immunity from liability for the operation of the Park except for gross negligence.
 - c. Pursuant to Section 29.1-509 of the Code of Virginia, private land owners have no duty of care to keep their land and premises safe for entry or use by persons horseback riding or for any other recreational use including access to a public park or other recreational area and shall only be liable for gross negligence.
 - d. The Doctrine of Sovereign Immunity applies to the operation of the Park pursuant to this MOU.

7. **Notices:** Notices given pursuant to this MOU shall be as follows:

To the County:

County Administrator
302 N. Main Street
Culpeper, VA 22701


To the CHOA:

Gardiner S. Mulford, President
Culpeper Horse Owners Association
22367 Maddens Tavern Road
Stevensburg, VA 22741


8. **Term:** This MOU shall remain in full force and effect unless terminated by either party upon six (6) months written notice.

The Parties have executed this MOU as follows:

Culpeper County, Virginia

By: 
Frank T. Bossio
County Administrator

Culpeper Horse Owners Association, LLC

By: 
Gardiner S. Mulford
President