

**VIRGINIA:**

**BEFORE THE COMMISSION ON LOCAL GOVERNMENT**

**In the matter of the Notice by the TOWN OF LEESBURG, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, of its intention to petition for the annexation of territory within THE COUNTY OF LOUDON, a political subdivision of the Commonwealth of Virginia, pursuant to Chapter 32 of Title 15.2 of the Code of Virginia (1950), as amended.**

**NOTICE BY THE TOWN OF LEESBURG  
OF A VOLUNTARY SETTLEMENT AGREEMENT WITH LOUDOUN COUNTY  
AND MOTION TO CONVERT PROCEEDINGS**

**Town Manager**

Kaj H. Dentler

**Town Council of Leesburg**

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Neil Steinberg, Vice Mayor  
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Zach Cummings  
Kari Nancy  
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Dated: February 28, 2023

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**VIRGINIA:**

**BEFORE THE COMMISSION ON LOCAL GOVERNMENT**

**In the matter of the Notice by the TOWN OF LEESBURG, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, of its intention to petition for the annexation of territory within THE COUNTY OF LOUDON, a political subdivision of the Commonwealth of Virginia, pursuant to Chapter 32 of Title 15.2 of the Code of Virginia (1950), as amended.**

**NOTICE BY THE TOWN OF LEESBURG  
OF A VOLUNTARY SETTLEMENT AGREEMENT  
WITH LOUDOUN COUNTY AND MOTION TO  
CONVERT PROCEEDINGS**

Pursuant to Virginia Code Ann. § 15.2-3400 and 1 Va. Admin. Code § 50-20-230, the Town of Leesburg, Virginia (the “Town” or “Leesburg”), by counsel, hereby notifies the Commission on Local Government (the “Commission”) of a Voluntary Settlement Agreement with the County of Loudoun (the “County” or “Loudoun”), and moves the Commission to convert the pending annexation proceeding to the review of the Voluntary Settlement Agreement (the “VSA Notice”). In support thereof, the Town states as follows:

**INTRODUCTION**

1. The Town and the County are pleased to report to the Commission that the localities have participated in a mediation process and agreed on a Voluntary Settlement Agreement to resolve the outstanding annexation and related issues. A copy of the proposed Voluntary Settlement Agreement is attached as **Exhibit A**. The terms of the Voluntary Settlement Agreement reflect extensive negotiation and compromises between Leesburg and Loudoun, and address issues

of concern to both localities. Both the Town Council and the County Board of Supervisors have approved the Voluntary Settlement Agreement.

2. The Commission should recommend approval of the Voluntary Settlement Agreement because it is in the best interests of the Town, the County, the affected property owners, and the Commonwealth, for the following reasons:

- a. Leesburg will benefit from: (i) the expansion and diversification of its local tax resources; (ii) additional land suitable for industrial and commercial development; (iii) additional employment opportunities for Leesburg residents; and (iv) the expansion of the Town's ability to provide municipal services and facilities to the Town and the region. As a result of the Voluntary Settlement Agreement, Leesburg's boundaries will be more consistent with its existing water and sewer service areas. Resolution of the annexation issues will also further cooperation between the Town and the County in providing enhanced services and facilities to both the Leesburg area and Loudoun generally.
- b. Loudoun will benefit from: (i) the continued development of Compass Creek; (ii) the presence of new corporate citizens and business owners; and (iii) enhanced employment opportunities for the area. Compass Creek will remain part of the County, and the County will continue to collect tax revenues from Compass Creek as it continues to develop. County residents and property owners who are, or become, out-of-town Leesburg water and sewer customers will also benefit from the elimination of the higher out-of-town water and sewer rate under the Economic Development Incentive Payment program.

- c. Compass Creek property owners will benefit from the continued availability of existing municipal services provided by Leesburg, including Town water and sewer service and access to the Town’s street system, and will now receive the full range of municipal services provided by Leesburg. Certain property owners will benefit from a reduced business personal property tax rate on data center computer equipment for a five-year period. Compass Creek property owners will also benefit from lower water and sewer rates. The Voluntary Settlement Agreement provides for the affected property owners to provide their written consent prior to their property being annexed into the Town. The Voluntary Settlement Agreement also includes provisions that the Town will not initiate any adverse annexation for a period of twenty-five (25) years after the effective date of annexation, and allowing for boundary line adjustments with the consent of the property owner.
- d. The Commonwealth will benefit from the resolution of interlocal issues, encouragement of economic development in the Leesburg Joint Land Management Area (“Leesburg JLMA”), and Leesburg becoming a more viable and vibrant locality with enhanced resources to provide high quality municipal services and facilities to its citizens and the surrounding region.

3. For these reasons, as set forth in more detail below, Leesburg requests the Commission convert the pending annexation proceeding to review of the Voluntary Settlement Agreement and recommend approval of the Voluntary Settlement Agreement.

**PROCEDURAL HISTORY**

4. On September 28, 2022, Leesburg filed its Notice by the Town of Leesburg of its Intention to Petition for Annexation of Territory in the County of Loudoun and Supporting Data

(the “Notice”) stating its intention to annex into the Town the remaining area in Compass Creek, including parcels owned by the Microsoft Corporation, Walmart Real Estate Business Trust, Real Income Properties #18, LLC, CC Outparcel LC, and Leesburg Commercial LC (the “Annexation Area”).

5. On July 7, 2023, Loudoun filed its Responsive Pleading of the County of Loudoun and Supporting Narrative, Information, Citation and Materials.

6. On October 13, 2023, Leesburg filed its Reply of the Town of Leesburg in Support of its Intention to Petition for Annexation of Territory in the County of Loudoun and Supporting Data (the “Reply”).

7. On December 21, 2023, the County filed a notice with the Commission of its desire to attempt to negotiate an agreement on the annexation issues through a mediation process.

8. On January 5, 2024, the Commission approved the participation of Leesburg and Loudoun in a mediation process to attempt to resolve the pending annexation matter.

9. On January 10, 2024, the Town and the County participated in a mediation process and reached an agreement in principle on the outstanding issues.

10. On February 6, 2024, the County Board of Supervisors adopted a resolution approving of and stating its intent to adopt the proposed Voluntary Settlement Agreement. A copy of this resolution is attached as **Exhibit B**.

11. On February 27, 2024, the Town Council adopted a resolution approving of and stating its intent to adopt the proposed Voluntary Settlement Agreement. A copy of this resolution is attached as **Exhibit C**.

12. This matter is set for a hearing before the Commission on March 21, 2024.

## UPDATED DESCRIPTION OF ANNEXATION AREA

13. Since the filing of the Town’s Notice, there have been minor changes to the boundary lines and ownership of property in the Annexation Area.

14. On February 27, 2023, a small portion of the parcel of land previously owned by CC Skating, LLC was incorporated into the parcel owned by Leesburg Commercial L.C.<sup>1</sup>

15. On August 15, 2023, the resulting combined parcel was sold to SI NVA06A, LLC (“STACK Infrastructure” or “STACK”) for approximately \$75.2 million.

16. The ownership and boundary lines of the other properties (At Home, CC Outparcel, Compass Creek Parkway, Dulles Greenway Toll Road, Microsoft, and the Vernal Pool properties) in the Annexation Area have remained the same.

17. An updated map of the Annexation Area is attached as **Exhibit D**.

## OVERVIEW OF VOLUNTARY SETTLEMENT AGREEMENT

18. The Voluntary Settlement Agreement has six major provisions: (i) annexation of the Annexation Area into the Town’s boundary; (ii) utilities provisions; (iii) financial provisions; (iv) limitation on the Town’s ability to seek city status; (v) limitation on future Town annexations; and (vi) Commission and special court approval. These provisions are discussed below.

19. In addition to the data and information set forth in Leesburg’s Notice and Reply, which are incorporated by reference, Leesburg provides the data and information stated below, which is responsive to the relevant provisions of 1 Va. Admin. Code § 50-20-610.

20. The Town certifies that all data, exhibits, and other materials submitted to the Commission by the Town are accurate and correct to the best knowledge of Town officials.

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<sup>1</sup> Loudoun County Zoning Application LEES-2022-0004.

21. The Town and County have concurrently given notice to all local governments which are contiguous to, or sharing functions, revenue or tax sources with the Town or the County, as listed in the attached **Exhibit E**, and also provided copies of this VSA Notice, a copy of the Voluntary Settlement Agreement, and an annotated listing of all documents, exhibits, and other material submitted to the Commission in support of the Voluntary Settlement Agreement.

### ANNEXATION

22. Section 4 of the Voluntary Settlement Agreement provides that the Annexation Area will be annexed into the Town boundaries.<sup>2</sup>

23. Section 4.2 of the Voluntary Settlement Agreement provides that that Town would obtain the written consent of each of the affected property owners.

24. As noted in the Town’s filings, several of the property owners in the Annexation Area have consented to being brought into the Town’s boundaries, including:

- a. At Home (November 3, 2020)<sup>3</sup>;
- b. Walmart (May 7, 2021)<sup>4</sup>;
- c. CC Outparcel LC (May 25, 2021); and
- d. Leesburg Commercial L.C. (March 13, 2023), which states that the consent is binding on the successors and assigns of this property, “including without limitation STACK Infrastructure and its affiliates.”<sup>5</sup>

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<sup>2</sup> Pursuant to 1 Va. Admin. Code § 50-20-610(1), the Town refers the Commission to the relevant portions of its Notice and Reply as data and evidence supporting this municipal boundary expansion.

<sup>3</sup> Town Resource Notebook, Tab D(2).

<sup>4</sup> Town Resource Notebook, Tab D(1).

<sup>5</sup> Town Resource Notebook, Tab D(3).



25. On February 20, 2024, the Microsoft Corporation provided its written consent to the annexation of its parcel (PIN 235-29-7431) into the Town's boundaries.

26. The County has accepted each of the foregoing property consent documents as sufficient to satisfy the requirements of Section 4.2.

27. Accordingly, these property owners have given their written consent to annexation, as provided in Section 4.2 of the proposed Voluntary Settlement Agreement.

28. The Town will proceed with seeking the written consent of Leesburg Commercial L.C., owner of the vernal pool parcel (PIN 234-19-2469) and Toll Road Investors Partnership II LP, owner of the Dulles Greenway Toll Road off ramp (PIN 234-37-8457).

29. A final survey and metes and bounds description of the Annexation Area are attached as **Exhibits F and G**, respectively.

#### UTILITIES

30. Section 5.1 of the Voluntary Settlement Agreement provides the Town will provide water and sewer service to the Annexation Area consistent with the policies and practices to the area already within the existing Town boundaries.

31. The Town has the water and sewer capacity available to serve the Annexation Area. As noted in the Town's Reply, the Town currently provides water and sewer service to the Walmart property, the At Home property, and the existing phases of development of the Microsoft property.

32. On March 14, 2023, the Town Council approved the Town's provision of water and sewer service to the STACK property, including: commissioning water for Building 1 in the amount of 672,000 gallons; commissioning water for Building 2 in the amount of 336,000 gallons; final mechanical water for Building 1 of 128,000 gallons; final mechanical water for Building 2 of 128,000 gallons; and liquids from commissioning or mechanical cooling activities would not be

discharged into the Town’s sewer system. The Town’s provision of commissioning and final mechanical water to the STACK property are anticipated to be one-time events, with no continuing demand on the Town’s water system capacity.

33. On February 27, 2024, the Town Council approved an Amended Water and Wastewater Service Agreement with the Microsoft Corporation to increase its maximum day water consumption by 638,500 gallons per day (“GPD”) or 0.639 million gallons per day (“MGD”). Section 5.2 of the Voluntary Settlement Agreement provides that the Town will, at Microsoft’s request, allow future phases of development on the Microsoft property to be served by Loudoun Water.

34. **Table 1**, below, summarizes the impact of the Town’s provision of water service to the Annexation Area. “Approved Development” states the maximum day water demand for all of the Town’s existing and approved customers, both inside and outside the Town’s corporate limits, including the Town’s existing service to the Walmart parcel, the At Home parcel, the STACK parcel, and existing phases of the Microsoft development. “Microsoft Increase” reflects the recent increase in service capacity to the Microsoft parcel.

<b>Table 1: Summary of Town Water Capacity</b>	
<b>Scenario</b>	<b>Max Day Demand (MGD)</b>
Permitted Capacity	12.884
Approved Development	7.995
Microsoft Increase	0.639
Remaining Capacity	4.250

35. As shown in **Table 1** above, the Town has adequate water capacity to serve the Annexation Area. The Town is not aware of any potential concerns regarding the capacity of its sewage treatment plant to serve the Annexation Area.

**FINANCIAL IMPACT OF ANNEXATION**

36. The Voluntary Settlement Agreement will expand and diversify the Town’s local tax resources. The Town recognizes the impact that annexation will have on property owners—particularly, data center operators with significant computer equipment. Accordingly, pursuant to Virginia Code Ann. § 58.1-3506(A)(43) and other provisions, the Town has determined to set its business personal property tax rate applicable to data center computer equipment at \$0.75 per \$100 in assessed value and has hold that rate for a five-year period.

37. **Table 2**, below, provides updated tax revenue estimates to Leesburg assuming the Effective Date of Annexation, as stated in the Voluntary Settlement Agreement, is December 31, 2024.<sup>6</sup>

<b>Table 2: Ten Year Estimated Revenue from Annexation Area</b>					
<b>Fiscal Year</b>	<b>Real Property</b>	<b>Personal Property</b>	<b>BPOL</b>	<b>Meals</b>	<b>Total</b>
2025	\$548,088	\$1,639,235	\$328,896	\$131,036	\$2,647,254
2026	\$883,091	\$2,944,579	\$381,988	\$131,036	\$4,340,694
2027	\$1,133,453	\$5,109,730	\$381,988	\$131,036	\$6,756,207
2028	\$1,152,880	\$9,295,330	\$381,988	\$131,036	\$10,961,234
2029	\$1,172,695	\$13,239,398	\$381,988	\$131,036	\$14,925,117
2030	\$1,192,898	\$18,817,368	\$381,988	\$131,036	\$20,523,290
2031	\$1,213,488	\$16,886,828	\$381,988	\$131,036	\$18,613,339
2032	\$1,234,535	\$14,251,566	\$381,988	\$131,036	\$15,999,125
2033	\$1,255,980	\$13,325,614	\$381,988	\$131,036	\$15,094,618
2034	\$1,277,853	\$13,594,517	\$381,988	\$131,036	\$15,385,393
2035	\$1,300,164	\$14,148,906	\$381,988	\$131,036	\$15,962,094

38. The Voluntary Settlement Agreement provides for an Economic Development Incentive Payment program, initially in an amount of \$2 million (the “EDIP Program”). The EDIP

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<sup>6</sup> The financial projections in **Table 2** are based on the analyses in Section XI(B)(4) of the Town’s Notice, updated to apply the County’s updated business personal property tax revenue model analysis in Section V(I) of the Town’s Reply and creation of the business personal property tax on data center equipment.

Program encourages economic development in the Leesburg JLMA by providing for and allowing the elimination of the higher out-of-town utilities charges.

39. The Voluntary Settlement Agreement will benefit County residents and property owners who are, or become, Town water and sewer customers through the elimination of the Town's out-of-town surcharge, as long as the County participates in the EDIP Program.

40. Over 3,200 County residents or property owners receive water and sewer service from the Town as out-of-town customers. These County residents currently pay higher water and sewer rates than Town residents.

41. The Voluntary Settlement Agreement provides that, so long as the County participates in the EDIP Program, the Town will not charge the higher out-of-town utilities charges, as provided for in Sections 5.4 and 5.5 of the Voluntary Settlement Agreement. The Town expects that the EDIP Program will have no net financial effect to the Town, as the amount received is expected to offset the reduction in utility revenue resulting from serving existing and future development in the Leesburg JLMA and the terms of the Voluntary Settlement Agreement.

#### **LIMITATION ON CITY STATUS AND FUTURE ANNEXATIONS<sup>7</sup>**

42. Section 6 of the Voluntary Settlement Agreement contains a limitation on the Town's ability to seek city status. The General Assembly has enacted a moratorium on the ability of towns to petition for city status. *See* Va. Code Ann. § 15.2-3201. The Town has agreed not to seek city status for a period of twenty-five (25) years following the lifting of that moratorium.

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<sup>7</sup> The territory affected by these limitations include the entire County and Town. Therefore, the data and evidence set forth in 1 Va. Admin. Code § 50-20-550 is not relevant to the Commission's review. Much of this information may nevertheless be found in the parties' prior submissions. *See, e.g.*, Town Notice, at 63 (land use profile); Town Notice, at 62 (population data); Town Notice, Section X (urban services); Town Notice, Section IV (compliance with state policies); Town Notice, Section III (community of interest).

43. Section 7 of the Voluntary Settlement Agreement contains a twenty-five (25) year limitation on the Town's ability to annex land in the County. This limitation does not apply to certain annexations to which the County or the affected property owner has given their consent.

**COMMISSION AND SPECIAL COURT APPROVAL**

44. The Voluntary Settlement Agreement is subject to review by the Commission and approval by the special court. The Town and the County have agreed to cooperate and use their best efforts to complete this annexation, including Commission review and Court approval, by December 31, 2024.

**CONCLUSION**

WHEREFORE, the Town of Leesburg, Virginia respectfully requests the Commission convert these proceedings to review of the Voluntary Settlement Agreement pursuant to Virginia Code Ann. §§ 15.2-2907 and 15.2-3400, issue a report recommending approval of the Voluntary Settlement Agreement without modification, and grant such further relief the Commission deems just and proper.

Respectfully submitted this 28th day of February, 2024.

TOWN OF LEESBURG, VIRGINIA

By:  \_\_\_\_\_

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*Counsel for the Town of Leesburg*

CERTIFICATE OF SERVICE

The undersigned counsel certifies that on this 28th day of February, 2024, a true copy of the foregoing was sent via Federal Express and email to the following counsel for the County of Loudoun, Virginia:

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*Counsel for the County of Loudoun, Virginia*

  
\_\_\_\_\_  
Of Counsel

# **Town Notice of VSA**

## **Exhibit A**



**VOLUNTARY SETTLEMENT AGREEMENT  
OF ANNEXATION AND RELATED ISSUES  
BETWEEN THE TOWN OF LEESBURG  
AND LOUDOUN COUNTY**

This Agreement (the “Agreement”) is made this \_\_\_ day of February, 2024, by and between the Town of Leesburg, Virginia (the “Town”), by and through the Town Council of the Town of Leesburg (the “Town Council”), and the County of Loudoun, Virginia (the “County”), by and through the Loudoun County Board of Supervisors (the “Board of Supervisors”) (collectively, the “Parties”), pursuant to Virginia Code Ann. § 15.2-3400.

**RECITALS**

WHEREAS, on September 28, 2022, the Town filed with the Commission on Local Government (the “Commission”) a Notice by the Town of Leesburg of its Intention to Petition for Annexation of Territory in the County of Loudoun and Supporting Data (the “Notice”), pursuant to Virginia Code Ann. § 15.2-2907;

WHEREAS, the Parties entered into mediation to attempt to resolve their differences. As a result of such mediation, the Town and the County agree to resolve the Notice that is now pending before the Commission. Specifically, the Parties wish to provide for: (i) conversion of the existing proceedings into those for approval of this Agreement pursuant to Virginia Code Ann. § 15.2-3400; (ii) the annexation of certain areas into the Town, conditioned on the written consent of property owners in the area to be annexed; (iii) certain utility issues; (iv) waiver of city status rights for a period of limited duration; (v) waiver of annexation rights for a period of limited duration, and agreement to reject any petition for citizen-initiated annexation for the same duration; and (vi) certain economic development incentives;

WHEREAS, the Parties have determined that it will be in the best interests of both the County and the Town to enter into this Agreement; and

WHEREAS, the Town Council approved this Agreement by resolution adopted on February 27, 2024, a copy of which is attached hereto as **Exhibit A**;

WHEREAS, the Board of Supervisors approved this Agreement by resolution adopted on February 6, 2024, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the Parties wish to enter into this Agreement pursuant to Virginia Code Ann. § 15.2-3400.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**Section 1. Incorporation of Recitals.** The foregoing Recitals are incorporated into the body of this Agreement as if the same were set forth in full below.

**Section 2. Definitions.** The Parties agree that the following words, terms, phrases, and abbreviations as used in this Agreement shall have the following defined meanings:

2.1. “Annexation Area” means that portion of the commercial and industrial development area, commonly referred to as Compass Creek, that remains in the County. Subject to Section 4 of this Agreement, the Annexation Area includes the following parcels: the At Home Property; the CC Outparcel Property; the Compass Creek Parkway; the Dulles Greenway Toll Road Property; the Microsoft Property; the STACK Property; the Vernal Pool; and the Walmart Property.

2.2. “At Home Property” means the approximately 10.4336 acre parcel of real property having County PIN 234-29-4515 owned by Realty Income Properties 18 LLC.

2.3. “CC Outparcel Property” means the approximately 1.5 acre parcel of real property having County PIN 234-29-0522 owned by CC Outparcel LC.

2.4. “Commission” means the Commission on Local Government.

2.5. “Compass Creek Parkway” means the approximately 15.2913 acre dedicated right of way for the Compass Creek Parkway.

2.6. “County” means the County of Loudoun, Virginia.

2.7. “Dulles Greenway Toll Road Property” means the approximately 1.34 acre portion of the parcel of real property, located in the County, having County PIN 234-37-8457 owned by Toll Road Investors Partnership II LP.

2.8. “Economic Development Incentive Payment” shall mean the sum of \$2,000,000, as increased by three (3) percent each fiscal year thereafter to account for inflation.

2.9. “Effective Date of Annexation” means the effective date of the annexation of the Annexation Area as provided in Section 4.4 of this Agreement.

2.10. “In-Town Rates” means the rates and charges established for inside town utility service pursuant to Article I, Division 2 and Article II, Division 2 of Chapter 34.1 of the Town Code, and successor sections, and set forth in Appendix B (Fee Schedule) to the Town Code.

2.11. “Loudoun Water” means the Loudoun County Sanitation Authority, created and organized under the provisions of the Virginia Water and Waste Authorities Act (Virginia Code § 15.2-5100 *et seq.*).

2.12. “Microsoft Property” means the approximately 323.3719 acre parcel of real property having County PIN 235-29-7431 owned by the Microsoft Corporation.

2.13. “Notice” means the Town’s Notice of Intention to Petition for Annexation of Territory in the County of Loudoun and Supporting Data filed on September 28, 2022 with the Commission pursuant to Virginia Code Ann. §§ 15.2-2907(A), 15.2-3200, *et seq.*

2.14. “Special Court” means the special court appointed to consider and affirm this Agreement by the Supreme Court of Virginia pursuant to Virginia Code Ann. §§ 15.2-3000, 15.2-3400.

2.15. “STACK Property” means the approximately 28.943 acre portion of the parcel of real property, located in the County, having County PIN 234-38-2603 owned by SINVA06A LLC.

2.16. “Town” means the Town of Leesburg, Virginia.

2.17. “Vernal Pool” means the approximately 1.3998 acre parcel of real property having County PIN 234-19-2469 owned by Leesburg Commercial LC.

2.18. “Walmart Property” means the approximately 20.5521 acre parcel of real property having County PIN 234-39-2601 owned by the Walmart Real Estate Business Trust.

**Section 3. Purpose.**

3.1. The Parties enter into this Agreement pursuant to Virginia Code Ann. § 15.2-3400 to resolve the annexation proceeding initiated by the Notice. The Parties agree that upon presenting the Commission with notice of this Agreement, the annexation proceedings before the Commission shall be converted to proceedings for approval of this Agreement pursuant to Virginia Code Ann. § 15.2-3400(3).

3.2. The County and the Town shall make a joint public announcement concerning this Agreement, the conversion of the Commission proceeding, the mutually satisfactory resolution of the Notice, and the presentation of this Agreement to the Commission.

**Section 4. Town Boundaries.**

4.1. **Annexation.** Subject to Section 4.2, the Annexation Area shall be annexed into the Town boundaries on the Effective Date of Annexation.

4.2. **Property Owner Consents.** The Town shall obtain the written consent of all property owners prior to the property being annexed into the Town of Leesburg. In the event that written consent to annexation is not obtained by the Town, such property, as applicable, shall be excluded from the definition of “Annexation Area” set forth in Section 2.1 of this Agreement. The County and the Board of Supervisors shall not advocate against any property owner in the Annexation Area giving its written consent to annexation. The Town is required to reasonably perform and cooperate with property owners providing consent letters to meet the conditions stated in the consent letters referenced in the notice of this Agreement to be delivered to the Commission in accordance with Section 3.1.

4.3. **Survey.** The Town shall prepare, at its own expense, a metes and bounds description of, and survey plat showing, the Annexation Area as annexed into the Town boundaries by order of the Special Court. The Town shall submit and file the final metes and bounds description and survey plat of the Annexation Area, as annexed into the Town boundaries, with the Commission and the Special Court.

4.4. **Effective Date.** The annexation of the Annexation Area into the boundaries of the Town shall be effective December 31, 2024. If the Special Court has not entered an order affirming this Agreement on or prior to December 31, 2024, unless otherwise agreed in writing by the County and the Town, the annexation of the Annexation Area into the boundaries of the Town shall be effective thirty (30) days after the date of the Special Court’s entry of its order affirming this Agreement.

4.5. **Extension of Municipal Services.** Following the Effective Date of Annexation, the Town shall extend its governmental services (including, for example, law enforcement, street maintenance, and zoning controls) to the Annexation Area on the same basis and at the same level as such services now are or hereafter may be provided to areas within the Town’s current corporate limits where like conditions exist.

**Section 5. Utilities.**

5.1. **Town to Serve Compass Creek.** The Town shall provide water and sewer service to the Annexation Area consistent with the policies and practices applied to areas within the existing Town boundaries.

5.2. **Microsoft Utilities.** In the event the Microsoft Corporation gives its written consent to annexation and the Microsoft Property is annexed into the Town boundaries, the Town shall, at the request of the Microsoft Corporation, allow future phases of development on the Microsoft Property to be served by Loudoun Water. For the purposes of this Agreement “future phase” means any development or redevelopment on the Microsoft Property subsequent to the data center described as “IAD05,” being the subject of County Plan Number STMP-2023-0004. Upon receipt of a request from the owner of the Microsoft Property to receive water and/or sewer service from Loudoun Water for a future phase of development, and a commitment to serve from Loudoun Water, the Town and Town Council shall take all steps necessary to facilitate such service.

5.3. **Town Discretion.** Nothing in this Agreement shall be construed to alter, limit, or constrain the Town’s discretion with respect to utility capacity and utility service decisions.

5.4. **Equal Service.**

5.4.1. Equal Rates and Fees. Beginning on July 1 following the Effective Date of Annexation, and subject to Section 5.5 of this Agreement, the Town shall charge all water and sewer customers the In-Town Rates as adopted for that fiscal year, whether located within or outside the Town boundaries.

5.4.2. Service; Reduction or Cessation of Service. The Town shall be obligated to provide any and all connected customers water and/or sanitary sewer services, whether within or outside the Town's boundaries, on an equal basis, subject to the Town's utility policies.

5.4.3. Amendments. The Town shall adopt any amendments of ordinances, resolutions, or policies necessary to effectuate the requirements of this Section 5.4.

5.5. **Limitations.** The provisions of Section 5.4 shall be effective for each fiscal year in which the County has satisfied the Economic Development Incentive Payment requirement in Section 6 of this Agreement.

**Section 6. Economic Development Incentive Payment.** Following the Effective Date of Annexation, the County shall annually pay the Economic Development Incentive Payment to the Town on or before the first day of the fiscal year (July 1).

**Section 7. Limitation on City Status.** The Town shall not Seek City Status for a period of twenty-five (25) years after the effective date of any legislation lifting the prohibition on the granting of new city charters as set forth in Virginia Code Ann. § 15.2-3201, or any successor statute. For purposes of this Agreement, "Seek City Status" shall mean the filing of a notice with the Commission to establish an independent city pursuant to Virginia Code Ann. § 15.2-2907(A) or any successor statute or similar legislation, or initiating a proceeding to transition to city status pursuant to Virginia Code Ann. §§ 15.2-3800, *et seq.*, or any successor statute or similar legislation.

**Section 8. Annexation and Boundary Adjustment.**

8.1. **Limitation on Adverse Annexations.** The Town shall not, either directly or indirectly, file any annexation notice with the Commission pursuant to Virginia Code Ann. § 15.2-2907(A) or institute any court action for annexation against the County pursuant to Virginia Code Ann. § 15.2-3200, *et. seq.*, or any successor provisions, seeking to annex any area of the County for twenty-five (25) years following the later of: (a) the Effective Date of Annexation, or (b) the most recent Boundary Adjustment. For purposes of Section 8.1, the term “Boundary Adjustment” includes any change to the Town boundaries, except those: (i) of less than one (1) acre in size; or (ii) for public improvement projects. The Town and the County may enter into a written agreement that any specific boundary adjustment shall not constitute a “Boundary Adjustment” and, therefore, not affect the twenty-five (25) year period provided in this Section. During the same period, the Town and Town Council agree to reject annexations initiated by citizen petition under Virginia Code Ann. § 15.2-3203(A), unless otherwise agreed by the Parties.

8.2. **Boundary Adjustment.** Nothing in this Agreement shall be interpreted to limit boundary adjustments by the Parties pursuant to Virginia Code Ann. § 15.2-3106, *et seq.*, provided, however, the landowner has given contemporaneous written consent to such boundary adjustment and such adjustment satisfies applicable policies, or is otherwise approved by the Parties. Both Parties are free to consent to or reject any future proposed boundary adjustment.

**Section 9. Commission and Court Approval.**

9.1. **Commission Review.** The Town and the County shall promptly initiate the steps required by Virginia Code Ann. § 15.2-3400 to obtain review of this Agreement by the Commission. The Parties shall cooperate in providing all information and documents required by the Commission.



9.2. **Court Approval.** Following issuance of the report of findings and recommendations by the Commission, the Town and the County shall initiate a proceeding to obtain Special Court affirmation and approval of this Agreement (as may be modified by mutual written agreement of the Parties), as provided by Virginia Code Ann. § 15.2-3400. The Parties agree that the Special Court’s entry of an Order approving of this Agreement (as may be modified by mutual written agreement of the Parties) shall constitute the Town’s withdrawal of the Notice, and no additional notification to the Commission shall be required.

9.3. **Cooperation.** The County and the Town shall cooperate and use their best respective efforts to obtain affirmation of this Agreement, including Commission review and Court approval, by December 31, 2024.

9.4. **Termination.** If the Special Court fails to approve and give full force and effect to this Agreement without modification, this Agreement shall terminate immediately, unless the Parties waive termination by mutually agreeing to the modifications requested by the Special Court in a written document, duly executed by the Parties’ authorized representatives.

**Section 10. Notices.** Any notice provided under this Agreement shall be in writing sent to the person, address and email provided below, unless either Party provides advanced written notice to the other Party changing its contact information:

Town Manager  
Town of Leesburg  
25 West Market Street  
Leesburg, Virginia 20176  
kdentler@leesburgva.gov

County Administrator  
County of Loudoun  
1 Harrison Street, S.E.  
Leesburg, Virginia 20175  
tim.hemstreet@loudoun.gov

With a copy to:

Town Attorney  
Town of Leesburg  
25 West Market Street

County Attorney  
Loudoun County  
1 Harrison Street, S.E.

**Section 11. Miscellaneous Provisions.**

11.1. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties, and each of their future governing bodies, and any successor(s) thereto upon its approval by the Special Court.

11.2. **Counterparts/Entire Agreement.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. This Agreement constitutes the entire understanding between the Parties.

11.3. **Court Enforcement.** The terms and conditions of this Agreement shall be enforceable, pursuant to Virginia Code Ann. § 15.2-3217, by the Special Court or any successor court appointed pursuant to Virginia Code Ann. §§ 15.2-3000 through 15.2-3004, or any successor statute.

11.4. **No Third-Party Beneficiaries.** The provisions of this Agreement are intended to benefit only the Parties to this Agreement. No part of this Agreement shall be construed to confer upon any other person or party the rights of a third-party beneficiary. No person not a party to this Agreement shall be empowered to seek the enforcement of the provisions of this Agreement.

11.5. **Attorneys' Fees.** Notwithstanding the provisions of Virginia Code Ann. § 15.2-3215, the Parties agree that the Town and the County shall each be responsible for paying their own attorneys' fees and other costs associated with the Notice, the preparation of this Agreement, and the submission of the Agreement to the Commission and the Special Court.

11.6. **Amendments.** This Agreement may be amended, modified, or supplemented, either in whole or in part, by mutual agreement of the County and the Town by a written document

of equal formality and dignity, duly executed by the authorized representatives of the County and Town.

11.7. **Mediation.** No Party shall bring any legal action to enforce this Agreement without first submitting the dispute to non-binding mediation. Mediation shall be initiated by a demand for mediation. A third-party neutral shall act as mediator. If the Parties cannot agree on the mediator, McCammon Mediation Group, or its successor, shall appoint the mediator. Any mediation under this Agreement shall be completed within ninety (90) days of the demand for mediation, absent the consent of the Parties.

**Section 12. Effective Date.** This Agreement shall be effective upon the date of entry of the order of the Special Court affirming this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their duly authorized officials.

TOWN OF LEESBURG and  
TOWN COUNCIL OF THE TOWN  
OF LEESBURG

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_  
Town Attorney

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

COUNTY OF LOUDOUN and  
BOARD OF SUPERVISORS OF  
LOUDOUN COUNTY

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_  
County Attorney

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

# **Town Notice of VSA**

## **Exhibit B**



## Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Tuesday, February 06, 2024, at 4:00 p.m.

IN RE: Proposed Resolution Approving the Voluntary Settlement Agreement with the Town of Leesburg Regarding the Annexation of Compass Creek (Catocin & Leesburg)

Chair Randall moved that the Board of Supervisors approve the RESOLUTION OF THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY APPROVING THE COUNTY OF LOUDOUN ENTERING INTO A VOLUNTARY SETTLEMENT AGREEMENT OF ANNEXATION AND RELATED ISSUES WITH THE TOWN OF LEESBURG, included as Attachment 1 to the February 6, 2024, Board of Supervisors Business Meeting Action Item, which expresses the Board's approval and intent to adopt the Voluntary Settlement Agreement resolving the pending annexation action brought by the Town of Leesburg.

Seconded by Vice Chair Briskman.

Voting on the Motion: Supervisors Briskman, Glass, Kershner, Letourneau, Randall, TeKrony, Turner, and Umstattd – Yes; None – No; Supervisor Saines – Absent for the vote.

COPY TESTE:

DEPUTY CLERK TO THE LOUDOUN COUNTY  
BOARD OF SUPERVISORS

RESOLUTION OF THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY  
APPROVING THE COUNTY OF LOUDOUN ENTERING INTO A VOLUNTARY  
SETTLEMENT AGREEMENT OF ANNEXATION AND RELATED ISSUES WITH THE  
TOWN OF LEESBURG

WHEREAS, on September 28, 2022, the Town of Leesburg (the “Town” or “Leesburg”) notified the Commission on Local Government (the “Commission”), pursuant to Virginia Code Ann. § 15.2-2907(A), of its intention to petition the Circuit Court of Loudoun County for an order annexing to the Town approximately 402.8317 acres located in the Loudoun County (the “County” or “Loudoun”), commonly referred to as “Compass Creek;”

WHEREAS, on July 7, 2023, the County filed with the Commission a Responsive Pleading opposing the Town’s annexation of Compass Creek;

WHEREAS, on October 13, 2023, the Town filed a Reply in support of annexation;

WHEREAS, the Commission set the matter for hearing on March 5-8, 2024;

WHEREAS, on December 21, 2023, the County notified the Commission of its desire to attempt to negotiate an agreement through a mediation process with the Town on the Compass Creek annexation issues;

WHEREAS, on January 5, 2024, the Commission approved the participation of Leesburg and Loudoun in a mediation process;

WHEREAS, on January 10, 2024, the Town and the County participated in a mediation process and reached an agreement in principle on the annexation issues;

WHEREAS, the Town and the County have agreed on the terms of a Voluntary Settlement Agreement pursuant to Virginia Code § 15.2-3400, a copy of which is attached to this Resolution as **Exhibit A** (the “Agreement”);

WHEREAS, the Agreement is the product of years of negotiation between Leesburg and Loudoun, addresses areas of concern to both parties, and reflects a cooperative resolution of issues in the best interests of the parties and the Commonwealth;

WHEREAS, this Resolution states the County's intention to present the Agreement to the Commission and to adopt the Agreement upon the completion of the Commission's review and issuance of a report.

THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Loudoun, Virginia that it adopts the following statement of its approval of, and intent to adopt, a Voluntary Settlement Agreement pursuant to Virginia Code § 15.2-3400 to resolve the Compass Creek annexation issues, a copy of which is attached to this Resolution as **Exhibit A** (the "Agreement"):

1. Loudoun County intends to pursue the approval of the Agreement by the Commission and the special court, pursuant to Virginia Code §§ 15.2-2907(A) and 15.2-3400.

2. The County Administrator is authorized and directed to make such changes to the Agreement as may be necessary, appropriate, consistent with the term sheet, and approved as to form by the County Attorney, and to sign the same on behalf of the Board.

3. Loudoun County will cooperate with Leesburg in providing all required notices, in converting the pending annexation matter to a review of the Agreement and will participate in the subsequent proceedings before the Commission, culminating in a written report prepared by the Commission stating its findings of fact and recommendations on the Agreement.

4. Loudoun County will provide additional information through its filings with the Commission, materials filed with the special court, and materials presented at public hearings and proceedings.



5. Subsequent to the Commission's review and issuance of its report, the County intends to adopt the Agreement, or a modified version of the Agreement acceptable to the Town and the County, pursuant to the procedures in Virginia Code § 15.2-3400.

6. The County's principal contact with the Commission is:

Andrew McRoberts, Esq.  
Sands Anderson PC  
P.O. Box 1998  
Richmond, Virginia 23218-1998  
Telephone: (804) 783-7211  
Facsimile: (804) 783-7291  
Email: amcroberts@sandsanderson.com  
*Counsel for the County of Loudoun, Virginia*

7. Following the Commission's report and adoption of ordinances approving the Agreement, the Board of Supervisors and Town Council will jointly petition the Circuit Court of Loudoun County for an order affirming the Agreement pursuant to Virginia Code § 15.2-3400.


8. The County believes the Agreement is in the best interest of the County, the Town, and the Commonwealth.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Loudoun, Virginia that it requests the Commission to review the Agreement in accordance with 1 Va. Admin. Code 50-20-230(A) and issue a report.

The undersigned Clerk of the Board of Supervisors of Loudoun County, Virginia, certifies that the foregoing Resolution was adopted by the Board of Supervisors on February 6, 2024.

WITNESS my signature and the seal of the Board of Supervisors of Loudoun County, Virginia, this 6th day of February 2024.



  
\_\_\_\_\_  
Clerk, Board of Supervisors of  
Loudoun County, Virginia

**VOLUNTARY SETTLEMENT AGREEMENT  
OF ANNEXATION AND RELATED ISSUES  
BETWEEN THE TOWN OF LEESBURG  
AND LOUDOUN COUNTY**

This Agreement (the “Agreement”) is made this \_\_\_ day of February, 2024, by and between the Town of Leesburg, Virginia (the “Town”), by and through the Town Council of the Town of Leesburg (the “Town Council”), and the County of Loudoun, Virginia (the “County”), by and through the Loudoun County Board of Supervisors (the “Board of Supervisors”) (collectively, the “Parties”), pursuant to Virginia Code Ann. § 15.2-3400.

**RECITALS**

WHEREAS, on September 28, 2022, the Town filed with the Commission on Local Government (the “Commission”) a Notice by the Town of Leesburg of its Intention to Petition for Annexation of Territory in the County of Loudoun and Supporting Data (the “Notice”), pursuant to Virginia Code Ann. § 15.2-2907;

WHEREAS, the Parties entered into mediation to attempt to resolve their differences. As a result of such mediation, the Town and the County agree to resolve the Notice that is now pending before the Commission. Specifically, the Parties wish to provide for: (i) conversion of the existing proceedings into those for approval of this Agreement pursuant to Virginia Code Ann. § 15.2-3400, (ii) the incorporation of certain areas into the Town, conditioned on the written consent of property owners in the areas to be so incorporated; (iii) certain utility issues; (iv) waiver of city status rights for period of limited duration; (v) waiver of annexation rights for a period of limited duration and agreement to reject any petition for citizen-initiated annexation for the same duration; and (vi) certain economic development incentives;

WHEREAS, the Parties have determined that it will be in the best interests of both the County and the Town to enter into this Agreement; and

WHEREAS, the Town Council approved the Agreement by resolution adopted on February \_\_\_, 2024, which resolution is attached hereto as Exhibit \_\_\_;

WHEREAS, the Board of Supervisors approved the Agreement by resolution adopted on February \_\_\_, 2024, which resolution is attached hereto as Exhibit \_\_\_; and

WHEREAS, the Parties wish to enter into this Agreement pursuant to Virginia Code Ann. § 15.2-3400.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**Section 1. Incorporation of Recitals.** The foregoing Recitals are incorporated into the body of this Agreement as if the same were set forth in full below.

**Section 2. Definitions.** The Parties agree that the following words, terms, phrases, and abbreviations as used in this Agreement shall have the following defined meanings:

2.1. "Incorporation Area" means that portion of the commercial and industrial development area, commonly referred to as Compass Creek, that remains in the County. Subject to Section 4 of the Agreement, the Incorporation Area includes the following parcels: the At Home Property; the CC Outparcel Property; the Compass Creek Parkway; the Dulles Greenway Toll Road Property; the Microsoft Property; the STACK Property; the Vernal Pool; and the Walmart Property.

2.2. "At Home Property" means the approximately 10.4336 acre parcel of real property having County PIN xxx-xx-4515 owned by Realty Income Properties 18 LLC.

2.3. “CC Outparcel Property” means the approximately 1.5 acre parcel of real property having County PIN xxx-xx-0522 owned by CC Outparcel LC.

2.4. “Commission” means the Commission on Local Government.

2.5. “Compass Creek Parkway” means the approximately 15.2913 acre dedicated right of way for the Compass Creek Parkway.

2.6. “County” means the County of Loudoun, Virginia.

2.7. “Dulles Greenway Toll Road Property” means the approximately 1.34 acre portion of the parcel of real property, located in the County, having County PIN xxx-xx-8457 owned by Toll Road Investors Partnership II LP.

2.8. “Economic Development Incentive Payment” shall mean:

2.8.1. For the period beginning on the Effective Date of Incorporation and ending on the last day of that fiscal year (June 30), the sum \$5,479.45 for each day between the Effective Date of Incorporation and the last day of that fiscal year (June 30); and

2.8.2. For each fiscal year following the Effective Date of Incorporation, the sum of \$2,000,000, as increased by three (3) percent each fiscal year thereafter to account for inflation.

2.9. “Effective Date of Incorporation” means the effective date of the incorporation of the Incorporation Area as provided in Section 4.4 of this Agreement.

2.10. “In-Town Rates” means the “Inside Town Consumption Charge” established pursuant to Section 34.1-134 (water use charges) and Section 34.1-234 (sewer use charges) of the Town Code and set forth in Appendix B (Fee Schedule) to the Town Code.

2.11. “Loudoun Water” means the Loudoun County Sanitation Authority, created and organized under the provisions of the Virginia Water and Waste Authorities Act (Virginia Code § 15.2-5100 *et seq.*).

2.12. “Microsoft Property” means the approximately 323.3719 acre parcel of real property having County PIN xxx-xx-7431 owned by the Microsoft Corporation.

2.13. “Notice” means the Town’s Notice of Intention to Petition for Annexation of Territory in the County of Loudoun and Supporting Data filed on September 28, 2022 with the Commission pursuant to Virginia Code Ann. §§ 15.2-2907(A), 15.2-3200, *et seq.*

2.14. “Out-of-Town Surcharge” means the “Outside Town Consumption Charge” established pursuant to Section 34.1-134 (water use charges) and Section 34.1-234 (sewer use charges) of the Town Code and set forth in Appendix B (Fee Schedule) to the Town Code.

2.15. “Special Court” means the special court appointed to consider and affirm this Agreement by the Supreme Court of Virginia pursuant to Virginia Code Ann. §§ 15.2-3000, 15.2-3400.

2.16. “STACK Property” means the approximately 28.943 acre portion of the parcel of real property, located in the County, having County PIN xxx-xx-2603 owned by SI NVA06A LLC.

2.17. “Town” means the Town of Leesburg, Virginia.

2.18. “Vernal Pool” means the approximately 1.3998 acre parcel of real property having County PIN xxx-xx-2469 owned by Leesburg Commercial LC.

2.19. “Walmart Property” means the approximately 20.5521 acre parcel of real property having County PIN xxx-xx-2601 owned by the Walmart Real Estate Business Trust.

**Section 3. Purpose.**

3.1. The Parties enter into this Agreement pursuant to Virginia Code Ann. § 15.2-3400 to resolve the annexation proceeding initiated by the Notice. The Parties agree that upon presenting the Commission with notice of this Agreement, the annexation proceedings before the Commission shall be converted to proceedings for approval of this Agreement pursuant to Virginia Code Ann. § 15.2-3400(3) for a hearing and issuance of a report whether this Agreement is in the best interest of the Commonwealth.

3.2. The County and the Town shall make a joint public announcement concerning this Agreement, the conversion of the Commission proceeding, and the mutually satisfactory resolution of the Notice and presentation of this Agreement to the Commission in lieu of annexation.

**Section 4. Town Boundaries.**

4.1. **Incorporation.** Subject to Section 4.2, the Incorporation Area shall be incorporated into the Town boundaries on the Effective Date of Incorporation.

4.2. **Property Owner Consents.** The Town shall obtain a contemporaneous written consent to incorporation for each parcel of real property in the Incorporation Area. In the event that the Town does not obtain written consent for any property in the Incorporation Area, or a portion thereof, such property, or portion thereof, shall be excluded from the definition of "Incorporation Area" set forth in Section 2.1 of this Agreement. The County and the Board of Supervisors shall not advocate against any property owner in the Incorporation Area giving its written consent to incorporation.

4.3. **Survey.** The Town shall prepare, at its own expense, a survey plat showing the Incorporation Area to be incorporated into the Town boundaries by order of the Special Court. The Town shall submit and file the final survey plat of the Incorporation Area, as incorporated into the Town boundaries, with the Commission and the Special Court.

4.4. **Effective Date.** The incorporation of the Incorporation Area into the boundaries of the Town shall be effective December 31, 2024. If the Special Court has not entered an order affirming this Agreement on or prior to December 31, 2024, unless otherwise agreed in writing by the County and the Town, the incorporation of the Incorporation Area into the boundaries of the Town shall be effective thirty (30) days after the date of the Special Court’s entry of its order affirming this Agreement.

4.5. **Extension of Municipal Services.** Following the Effective Date of Incorporation, the Town shall extend its governmental services (including, for example, law enforcement, street maintenance, and zoning controls) to the Incorporation Area on the same basis and at the same level as such services now are or hereafter may be provided to areas within the Town’s current corporate limits where like conditions exist.

**Section 5. Utilities.**

5.1. **Town to Serve Compass Creek.** The Town shall provide water and sewer service to the Incorporation Area consistent with the policies and practices applied to areas within the existing Town boundaries.

5.2. **Microsoft Utilities.** In the event the Microsoft Corporation gives its written consent to incorporation and the Microsoft Property is incorporated into the Town boundaries, the Town shall, at the request of the Microsoft Corporation, allow future phases of development on the Microsoft Property to be served by Loudoun Water. For the purposes of this Agreement “future phase” means any development on the Microsoft Property subsequent to the data center described as “IAD05,” being the subject of County Plan Number STMP-2023-0004, or that due to the proposed use or redevelopment of the Microsoft Property would require the Town to provide utilities in excess of allocated capacity. Upon receipt of a request from the owner of the Microsoft

Property to receive water and/or sewer service from Loudoun Water for a future phase of development, and a commitment to serve from Loudoun Water, the Town and Town Council shall take all necessary steps to facilitate such service and shall adopt any zoning ordinance amendment, issue any special exception or special use permit, and grant any design and construction standard requirement waiver necessary to permit the same.

5.3. **Town Discretion.** Nothing in this Agreement shall be construed to alter, limit, or constrain the Town's discretion with respect to utility capacity and utility service decisions.

5.4. **Equal Service.**

5.4.1. Equal Rates and Fees. The Town shall charge the same rates, fees, and other charges to all utility customers of the same class, whether located within or outside the Town boundaries. Beginning on July 1 following the Effective Date of Incorporation, the Town shall charge all customers the In-Town Rates as adopted for that fiscal year.

5.4.2. Service; Reduction or Cessation of Service. The Town shall be obligated to provide any and all connected customers water and/or sanitary sewer services, whether within or outside the Town's boundaries, on an equal basis, subject to the Town's utility policies. Any reduction or cessation in water or sewer service for emergency conditions, will be applied on an equal basis to all customers, whether located within the Town or outside the Town.

5.4.3. Amendments. The Town shall adopt any amendments of ordinances, resolutions or policies necessary to effectuate the requirements of this Section 5.4.

5.5. **Limitations.** The provisions of Section 5.4, shall be effective for each fiscal year following the County's satisfaction of the Economic Development Incentive Payment pursuant to Section 6 of this Agreement.



**Section 6. Economic Development Incentive Payment.** Following the Effective Date of Incorporation, the County shall annually pay the Economic Development Incentive Payment to the Town on or before the last day of the fiscal year (June 30). In the event the County is delinquent in, or misses an Economic Development Incentive Payment, the Town shall give notice to the County under Section 10 of this Agreement and the County shall remit the Economic Development Incentive Payment to the Town within sixty (60) days of receipt of such notice.

**Section 7. Limitation on City Status.** The Town shall not Seek City Status for a period of twenty-five (25) years after the effective date of any legislation lifting the prohibition on the granting of new city charters as set forth in Virginia Code Ann. § 15.2-3201, or any successor statute. For purposes of this Agreement, “Seek City Status” shall mean the filing of a notice with the Commission to establish an independent city pursuant to Virginia Code Ann. § 15.2-2907(A) or any successor statute or similar legislation, or initiating a proceeding to transition to city status pursuant to Virginia Code Ann. §§ 15.2-3800, *et seq.*, or any successor statute or similar legislation. The Parties shall cooperate to actively oppose the passage of any legislation, specific or general, which would permit the Town to Seek City Status.

**Section 8. Annexation and Boundary Adjustment.**

**8.1. Limitation on Adverse Annexations.** The Town shall not, either directly or indirectly, file any annexation notice with the Commission pursuant to Virginia Code Ann. § 15.2-2907(A) or institute any court action for annexation against the County pursuant to Virginia Code Ann. § 15.2-3200, *et seq.*, or any successor provisions, seeking to annex any area of the County for twenty-five (25) years following the later of: (a) the Effective Date of Incorporation, or (b) the most recent Boundary Adjustment. For purposes of Section 8.1, the term “Boundary Adjustment” includes any change to the Town boundaries, except those: (i) of less than one (1) acre in size; or

(ii) for public improvement projects. The Town and the County may enter into a written agreement that any specific boundary adjustment shall not constitute a “Boundary Adjustment” and, therefore, not affect the twenty-five (25) year period provided in this Section. During the same period, the Town and Town Council agree to reject annexations initiated by citizen petition under Virginia Code Ann. § 15.2-3203(A) unless otherwise agreed by the Parties.

8.2. **Boundary Adjustment.** Nothing in this Agreement shall be interpreted to limit boundary adjustments by the Parties pursuant to Virginia Code Ann. § 15.2-3106 *et seq.*, provided, however, the landowner has given contemporaneous written consent to such boundary adjustment and such adjustment satisfies applicable policies, or is otherwise approved by the Parties. Both Parties are free to consent to or reject any future proposed boundary adjustment.

**Section 9. Commission and Court Approval.**

9.1. **Commission Review.** The Town and the County shall promptly initiate the steps required by Virginia Code Ann. § 15.2-3400 to obtain review of this Agreement by the Commission. The Parties shall cooperate in providing all information and documents required by the Commission.

9.2. **Court Approval.** Following issuance of the report of findings and recommendations by the Commission, the Town and the County shall initiate a proceeding to obtain Special Court affirmation and approval of this Agreement, or a modified agreement approved by the Parties, as provided by Virginia Code Ann. § 15.2-3400. The Parties agree that the Special Court’s approval of this Agreement, or a modified agreement approved by the Parties, shall constitute the Town’s withdrawal of the Notice, and no additional notification to the Commission shall be required.

9.3. **Cooperation.** The County and the Town shall cooperate and use their best respective efforts to obtain affirmation of this Agreement, including Commission review and Court approval, by December 31, 2024.

9.4. **Termination.** If the Special Court fails to approve and give full force and effect to this Agreement without modification, this Agreement shall terminate immediately, unless the Parties waive termination by mutually agreeing to the modifications requested by the Special Court in a written document, duly executed by the Parties' authorized representatives.

**Section 10. Notices.** Any notice provided under this Agreement shall be in writing sent to the person, address and email provided below, unless either Party provides advanced written notice to the other Party changing its contact information:

Town Manager  
Town of Leesburg  
25 West Market Street  
Leesburg, Virginia 20176  
kdentler@leesburgva.gov

County Administrator  
County of Loudoun  
1 Harrison Street, S.E.  
Leesburg, Virginia 20175  
tim.hemstreet@loudoun.gov

With a copy to:

Town Attorney  
Town of Leesburg  
25 West Market Street  
Leesburg, Virginia 20176

County Attorney  
Loudoun County  
1 Harrison Street, S.E.  
Leesburg, Virginia 20175

**Section 11. Miscellaneous Provisions.**

11.1. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties, and each of their future governing bodies, and any successor(s) thereto upon its approval by the Special Court.

11.2. **Counterparts/Entire Agreement.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. This Agreement constitutes the entire understanding between the Parties.

11.3. **Court Enforcement.** The terms and conditions of this Agreement shall be enforceable, pursuant to Virginia Code Ann. § 15.2-3217, by the Special Court or any successor court appointed pursuant to Virginia Code Ann. §§ 15.2-3000 through 15.2-3004, or any successor statute.

11.4. **No Third-Party Beneficiaries.** The provisions of this Agreement are intended to benefit only the Parties to this Agreement. No part of this Agreement shall be construed to confer upon any other person or party the rights of a third-party beneficiary. No person not a party to this Agreement shall be empowered to seek the enforcement of the provisions of this Agreement.

11.5. **Attorneys' Fees.** Notwithstanding the provisions of Virginia Code Ann. § 15.2-3215, the Parties agree that the Town and the County shall each be responsible for paying their own attorneys' fees and other costs associated with the Notice, the preparation of this Agreement, and the submission of the Agreement to the Commission and the Special Court.

11.6. **Amendments.** This Agreement may be amended, modified, or supplemented, either in whole or in part, by mutual agreement of the County and the Town by a written document of equal formality and dignity, duly executed by the authorized representatives of the County and Town.

11.7. **Mediation.** No Party shall bring any legal action to enforce this Agreement without first submitting the dispute to non-binding mediation. Mediation shall be initiated by a demand for mediation. A third-party neutral shall act as mediator. If the Parties cannot agree on the mediator, McCammon Mediation Group, or its successor, shall appoint the mediator. Any mediation under

this Agreement shall be completed within ninety (90) days of the demand for mediation, absent the consent of the Parties.

**Section 12. Effective Date.** This Agreement shall be effective as of the date of execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their duly authorized officials.

TOWN OF LEESBURG, VIRGINIA AND  
TOWN COUNCIL OF THE TOWN OF LEESBURG

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_  
Town Attorney

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

COUNTY OF LOUDOUN, VIRGINIA  
AND  
BOARD OF SUPERVISORS OF LOUDOUN COUNTY

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_  
County Attorney

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

# **Town Notice of VSA**

## **Exhibit C**

*The Town of*  
**Leesburg,**  
**Virginia**

**PRESENTED:** February 27, 2024

**RESOLUTION NO.** 2024-032

**ADOPTED:** February 27, 2024

**A RESOLUTION:** APPROVING THE TOWN OF LEESBURG ENTERING INTO A VOLUNTARY SETTLEMENT AGREEMENT OF ANNEXATION AND RELATED ISSUES WITH LOUDOUN COUNTY

WHEREAS, on September 28, 2022, the Town of Leesburg (the “Town” or “Leesburg”) notified the Commission on Local Government (the “Commission”), pursuant to Virginia Code Ann. § 15.2-2907(A), of its intention to petition the Circuit Court of Loudoun County for an order annexing to the Town approximately 402.8317 acres located in the Loudoun County (the “County” or “Loudoun”), commonly referred to as Compass Creek; and

WHEREAS, on July 7, 2023, the County filed with the Commission a Responsive Pleading opposing the Town’s annexation of Compass Creek; and

WHEREAS, on October 13, 2023, the Town filed a Reply in support of annexation; and

WHEREAS, the Commission set the matter for hearing on March 5-8, 2024; and

WHEREAS, on December 21, 2023, the County notified the Commission of its desire to attempt to negotiate an agreement through a mediation process with the Town on the Compass Creek annexation issues; and

WHEREAS, on January 5, 2024, the Commission approved the participation of Leesburg and Loudoun in a mediation process; and

WHEREAS, on January 10, 2024, the Town and the County participated in a mediation process and reached an agreement in principle on the annexation issues; and

A RESOLUTION: APPROVING THE TOWN OF LEESBURG ENTERING INTO A VOLUNTARY SETTLEMENT AGREEMENT OF ANNEXATION AND RELATED ISSUES WITH LOUDOUN COUNTY

WHEREAS, the Town and the County have agreed on the terms of a Voluntary Settlement Agreement pursuant to Virginia Code Ann. § 15.2-3400. A copy of the Voluntary Settlement Agreement is attached to this Resolution as **Exhibit A**; and

WHEREAS, the Voluntary Settlement Agreement is the product of years of negotiation between Leesburg and Loudoun. The Agreement addresses areas of concern to both Leesburg and Loudoun, and reflects compromises by all parties; and

WHEREAS, this Resolution states the Town's intention to present the Voluntary Settlement Agreement to the Commission and to adopt the Voluntary Settlement Agreement upon the completion of the Commission's review and issuance of a report. The Town will provide additional information through its Notice of Voluntary Settlement Agreement and other materials filed with the Commission, materials filed with the special annexation court, and materials presented at public hearings and proceedings.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg, Virginia as follows:

SECTION I. This Council adopts the following statement of its plan to adopt the Voluntary Settlement Agreement to resolve the Compass Creek annexation issues:

1. Leesburg intends to pursue the approval of the Voluntary Settlement Agreement by the Commission and the special annexation court, pursuant to Virginia Code Ann. §§ 15.2-2907(A) and 15.2-3400.
2. The Town Manager is authorized and directed to make such changes to the Agreement as may be necessary, appropriate, consistent with the term sheet, and approved as to form by the Town Attorney, and to sign the same on behalf of the Council.



A RESOLUTION: APPROVING THE TOWN OF LEESBURG ENTERING INTO A VOLUNTARY SETTLEMENT AGREEMENT OF ANNEXATION AND RELATED ISSUES WITH LOUDOUN COUNTY

3. Leesburg will give notice to the Commission requesting that it review the Voluntary Settlement Agreement and convert the pending annexation matter to the review of the Voluntary Settlement Agreement. This notice will include: (i) notice to the County; (ii) submission of information in support of the Voluntary Settlement Agreement; (iii) converting the pending annexation proceeding to the review of the Voluntary Settlement Agreement; (iv) notice to each local government that is contiguous to Leesburg or Loudoun or with which either shares any function, revenue, or tax source; (v) proceedings before the Commission, culminating in a written report prepared by the Commission stating its findings of fact and recommendations on the Voluntary Settlement Agreement. This process is required before the Town may file a court action seeking approval of the Voluntary Settlement Agreement.

4. Leesburg intends to adopt the Voluntary Settlement Agreement subsequent to the Commission's review and issuance of its report.

5. Leesburg's principal contact with the Commission is:

Gregory J. Haley  
GENTRY LOCKE  
10 Franklin Road, SE, Suite 900  
P.O. Box 40013  
Roanoke, Virginia 24022  
Telephone: 540.983.9300  
Facsimile: 540.983.9400  
Email: haley@gentrylocke.com

Mr. Haley serves as counsel to Leesburg.

6. Following the Commission's report, Leesburg will petition the Circuit Court of Loudoun County for an order affirming the Voluntary Settlement Agreement, pursuant to Virginia Code Ann. § 15.2-3400. This petition will be heard by a special annexation court appointed by the Supreme Court of Virginia. The special annexation court will hold a hearing

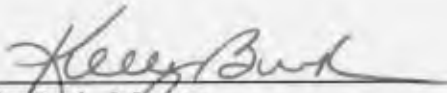
A RESOLUTION: APPROVING THE TOWN OF LEESBURG ENTERING INTO A VOLUNTARY SETTLEMENT AGREEMENT OF ANNEXATION AND RELATED ISSUES WITH LOUDOUN COUNTY

on the Voluntary Settlement Agreement and shall affirm the Agreement unless the court finds either that the Agreement is contrary to the best interests of the Commonwealth or that it is not in the best interests of each of Leesburg and Loudoun.

7. The Town recognizes that it will incur costs and expenses in the Voluntary Settlement Agreement proceedings, but it anticipates those costs will be reasonable when weighed against the benefits of that agreement.

8. Leesburg believes the Voluntary Settlement Agreement benefits the Town, the County, and Compass Creek property owners.

PASSED this 27<sup>th</sup> day of February 2024.

  
Kelly Burk, Mayor  
Town of Leesburg

ATTEST:

  
Clerk of Council

**VOLUNTARY SETTLEMENT AGREEMENT  
OF ANNEXATION AND RELATED ISSUES  
BETWEEN THE TOWN OF LEESBURG  
AND LOUDOUN COUNTY**

This Agreement (the “Agreement”) is made this \_\_\_ day of February, 2024, by and between the Town of Leesburg, Virginia (the “Town”), by and through the Town Council of the Town of Leesburg (the “Town Council”), and the County of Loudoun, Virginia (the “County”), by and through the Loudoun County Board of Supervisors (the “Board of Supervisors”) (collectively, the “Parties”), pursuant to Virginia Code Ann. § 15.2-3400.

**RECITALS**

WHEREAS, on September 28, 2022, the Town filed with the Commission on Local Government (the “Commission”) a Notice by the Town of Leesburg of its Intention to Petition for Annexation of Territory in the County of Loudoun and Supporting Data (the “Notice”), pursuant to Virginia Code Ann. § 15.2-2907;

WHEREAS, the Parties entered into mediation to attempt to resolve their differences. As a result of such mediation, the Town and the County agree to resolve the Notice that is now pending before the Commission. Specifically, the Parties wish to provide for: (i) conversion of the existing proceedings into those for approval of this Agreement pursuant to Virginia Code Ann. § 15.2-3400; (ii) the annexation of certain areas into the Town, conditioned on the written consent of property owners in the area to be annexed; (iii) certain utility issues; (iv) waiver of city status rights for a period of limited duration; (v) waiver of annexation rights for a period of limited duration, and agreement to reject any petition for citizen-initiated annexation for the same duration; and (vi) certain economic development incentives;

WHEREAS, the Parties have determined that it will be in the best interests of both the County and the Town to enter into this Agreement; and

WHEREAS, the Town Council approved this Agreement by resolution adopted on February 27, 2024, a copy of which is attached hereto as **Exhibit A**;

WHEREAS, the Board of Supervisors approved this Agreement by resolution adopted on February 6, 2024, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the Parties wish to enter into this Agreement pursuant to Virginia Code Ann. § 15.2-3400.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**Section 1. Incorporation of Recitals.** The foregoing Recitals are incorporated into the body of this Agreement as if the same were set forth in full below.

**Section 2. Definitions.** The Parties agree that the following words, terms, phrases, and abbreviations as used in this Agreement shall have the following defined meanings:

2.1. “Annexation Area” means that portion of the commercial and industrial development area, commonly referred to as Compass Creek, that remains in the County. Subject to Section 4 of this Agreement, the Annexation Area includes the following parcels: the At Home Property; the CC Outparcel Property; the Compass Creek Parkway; the Dulles Greenway Toll Road Property; the Microsoft Property; the STACK Property; the Vernal Pool; and the Walmart Property.

2.2. “At Home Property” means the approximately 10.4336 acre parcel of real property having County PIN 234-29-4515 owned by Realty Income Properties 18 LLC.

2.3. “CC Outparcel Property” means the approximately 1.5 acre parcel of real property having County PIN 234-29-0522 owned by CC Outparcel LC.

2.4. “Commission” means the Commission on Local Government.

2.5. “Compass Creek Parkway” means the approximately 15.2913 acre dedicated right of way for the Compass Creek Parkway.

2.6. “County” means the County of Loudoun, Virginia.

2.7. “Dulles Greenway Toll Road Property” means the approximately 1.34 acre portion of the parcel of real property, located in the County, having County PIN 234-37-8457 owned by Toll Road Investors Partnership II LP.

2.8. “Economic Development Incentive Payment” shall mean the sum of \$2,000,000, as increased by three (3) percent each fiscal year thereafter to account for inflation.

2.9. “Effective Date of Annexation” means the effective date of the annexation of the Annexation Area as provided in Section 4.4 of this Agreement.

2.10. “In-Town Rates” means the rates and charges established for inside town utility service pursuant to Article I, Division 2 and Article II, Division 2 of Chapter 34.1 of the Town Code, and successor sections, and set forth in Appendix B (Fee Schedule) to the Town Code.

2.11. “Loudoun Water” means the Loudoun County Sanitation Authority, created and organized under the provisions of the Virginia Water and Waste Authorities Act (Virginia Code § 15.2-5100 *et seq.*).

2.12. “Microsoft Property” means the approximately 323.3719 acre parcel of real property having County PIN 235-29-7431 owned by the Microsoft Corporation.

2.13. “Notice” means the Town’s Notice of Intention to Petition for Annexation of Territory in the County of Loudoun and Supporting Data filed on September 28, 2022 with the Commission pursuant to Virginia Code Ann. §§ 15.2-2907(A), 15.2-3200, *et seq.*

2.14. “Special Court” means the special court appointed to consider and affirm this Agreement by the Supreme Court of Virginia pursuant to Virginia Code Ann. §§ 15.2-3000, 15.2-3400.

2.15. “STACK Property” means the approximately 28.943 acre portion of the parcel of real property, located in the County, having County PIN 234-38-2603 owned by SI NVA06A LLC.

2.16. “Town” means the Town of Leesburg, Virginia.

2.17. “Vernal Pool” means the approximately 1.3998 acre parcel of real property having County PIN 234-19-2469 owned by Leesburg Commercial LC.

2.18. “Walmart Property” means the approximately 20.5521 acre parcel of real property having County PIN 234-39-2601 owned by the Walmart Real Estate Business Trust.

**Section 3. Purpose.**

3.1. The Parties enter into this Agreement pursuant to Virginia Code Ann. § 15.2-3400 to resolve the annexation proceeding initiated by the Notice. The Parties agree that upon presenting the Commission with notice of this Agreement, the annexation proceedings before the Commission shall be converted to proceedings for approval of this Agreement pursuant to Virginia Code Ann. § 15.2-3400(3).

3.2. The County and the Town shall make a joint public announcement concerning this Agreement, the conversion of the Commission proceeding, the mutually satisfactory resolution of the Notice, and the presentation of this Agreement to the Commission.

**Section 4. Town Boundaries.**

4.1. **Annexation.** Subject to Section 4.2, the Annexation Area shall be annexed into the Town boundaries on the Effective Date of Annexation.

4.2. **Property Owner Consents.** The Town shall obtain the written consent of all property owners prior to the property being annexed into the Town of Leesburg. In the event that written consent to annexation is not obtained by the Town, such property, as applicable, shall be excluded from the definition of “Annexation Area” set forth in Section 2.1 of this Agreement. The County and the Board of Supervisors shall not advocate against any property owner in the Annexation Area giving its written consent to annexation. The Town is required to reasonably perform and cooperate with property owners providing consent letters to meet the conditions stated in the consent letters referenced in the Notice.

4.3. **Survey.** The Town shall prepare, at its own expense, a metes and bounds description of, and survey plat showing, the Annexation Area as annexed into the Town boundaries by order of the Special Court. The Town shall submit and file the final metes and bounds description and survey plat of the Annexation Area, as annexed into the Town boundaries, with the Commission and the Special Court.

4.4. **Effective Date.** The annexation of the Annexation Area into the boundaries of the Town shall be effective December 31, 2024. If the Special Court has not entered an order affirming this Agreement on or prior to December 31, 2024, unless otherwise agreed in writing by the County and the Town, the annexation of the Annexation Area into the boundaries of the Town shall be effective thirty (30) days after the date of the Special Court’s entry of its order affirming this Agreement.

4.5. **Extension of Municipal Services.** Following the Effective Date of Annexation, the Town shall extend its governmental services (including, for example, law enforcement, street maintenance, and zoning controls) to the Annexation Area on the same basis and at the same level as such services now are or hereafter may be provided to areas within the Town’s current corporate limits where like conditions exist.

**Section 5. Utilities.**

5.1. **Town to Serve Compass Creek.** The Town shall provide water and sewer service to the Annexation Area consistent with the policies and practices applied to areas within the existing Town boundaries.

5.2. **Microsoft Utilities.** In the event the Microsoft Corporation gives its written consent to annexation and the Microsoft Property is annexed into the Town boundaries, the Town shall, at the request of the Microsoft Corporation, allow future phases of development on the Microsoft Property to be served by Loudoun Water. For the purposes of this Agreement “future phase” means any development or redevelopment on the Microsoft Property subsequent to the data center described as “IAD05,” being the subject of County Plan Number STMP-2023-0004. Upon receipt of a request from the owner of the Microsoft Property to receive water and/or sewer service from Loudoun Water for a future phase of development, and a commitment to serve from Loudoun Water, the Town and Town Council shall take all steps necessary to facilitate such service.

5.3. **Town Discretion.** Nothing in this Agreement shall be construed to alter, limit, or constrain the Town’s discretion with respect to utility capacity and utility service decisions.

5.4. **Equal Service.**



5.4.1. Equal Rates and Fees. Beginning on July 1 following the Effective Date of Annexation, and subject to Section 5.5 of this Agreement, the Town shall charge all water and sewer customers the In-Town Rates as adopted for that fiscal year, whether located within or outside the Town boundaries.

5.4.2. Service; Reduction or Cessation of Service. The Town shall be obligated to provide any and all connected customers water and/or sanitary sewer services, whether within or outside the Town’s boundaries, on an equal basis, subject to the Town’s utility policies.

5.4.3. Amendments. The Town shall adopt any amendments of ordinances, resolutions, or policies necessary to effectuate the requirements of this Section 5.4.

5.5. **Limitations.** The provisions of Section 5.4 shall be effective for each fiscal year in which the County has satisfied the Economic Development Incentive Payment requirement in Section 6 of this Agreement.

**Section 6. Economic Development Incentive Payment.** Following the Effective Date of Annexation, the County shall annually pay the Economic Development Incentive Payment to the Town on or before the first day of the fiscal year (July 1).

**Section 7. Limitation on City Status.** The Town shall not Seek City Status for a period of twenty-five (25) years after the effective date of any legislation lifting the prohibition on the granting of new city charters as set forth in Virginia Code Ann. § 15.2-3201, or any successor statute. For purposes of this Agreement, “Seek City Status” shall mean the filing of a notice with the Commission to establish an independent city pursuant to Virginia Code Ann. § 15.2-2907(A) or any successor statute or similar legislation, or initiating a proceeding to transition to city status pursuant to Virginia Code Ann. §§ 15.2-3800, *et seq.*, or any successor statute or similar legislation.

**Section 8. Annexation and Boundary Adjustment.**

8.1. **Limitation on Adverse Annexations.** The Town shall not, either directly or indirectly, file any annexation notice with the Commission pursuant to Virginia Code Ann. § 15.2-2907(A) or institute any court action for annexation against the County pursuant to Virginia Code Ann. § 15.2-3200, *et. seq.*, or any successor provisions, seeking to annex any area of the County for twenty-five (25) years following the later of: (a) the Effective Date of Annexation, or (b) the most recent Boundary Adjustment. For purposes of Section 8.1, the term “Boundary Adjustment” includes any change to the Town boundaries, except those: (i) of less than one (1) acre in size; or (ii) for public improvement projects. The Town and the County may enter into a written agreement that any specific boundary adjustment shall not constitute a “Boundary Adjustment” and, therefore, not affect the twenty-five (25) year period provided in this Section. During the same period, the Town and Town Council agree to reject annexations initiated by citizen petition under Virginia Code Ann. § 15.2-3203(A), unless otherwise agreed by the Parties.

8.2. **Boundary Adjustment.** Nothing in this Agreement shall be interpreted to limit boundary adjustments by the Parties pursuant to Virginia Code Ann. § 15.2-3106, *et seq.*, provided, however, the landowner has given contemporaneous written consent to such boundary adjustment and such adjustment satisfies applicable policies, or is otherwise approved by the Parties. Both Parties are free to consent to or reject any future proposed boundary adjustment.

**Section 9. Commission and Court Approval.**

9.1. **Commission Review.** The Town and the County shall promptly initiate the steps required by Virginia Code Ann. § 15.2-3400 to obtain review of this Agreement by the Commission. The Parties shall cooperate in providing all information and documents required by the Commission.

9.2. **Court Approval.** Following issuance of the report of findings and recommendations by the Commission, the Town and the County shall initiate a proceeding to obtain Special Court affirmation and approval of this Agreement (as may be modified by mutual written agreement of the Parties), as provided by Virginia Code Ann. § 15.2-3400. The Parties agree that the Special Court’s entry of an Order approving of this Agreement (as may be modified by mutual written agreement of the Parties) shall constitute the Town’s withdrawal of the Notice, and no additional notification to the Commission shall be required.

9.3. **Cooperation.** The County and the Town shall cooperate and use their best respective efforts to obtain affirmation of this Agreement, including Commission review and Court approval, by December 31, 2024.

9.4. **Termination.** If the Special Court fails to approve and give full force and effect to this Agreement without modification, this Agreement shall terminate immediately, unless the Parties waive termination by mutually agreeing to the modifications requested by the Special Court in a written document, duly executed by the Parties’ authorized representatives.

**Section 10. Notices.** Any notice provided under this Agreement shall be in writing sent to the person, address and email provided below, unless either Party provides advanced written notice to the other Party changing its contact information:

Town Manager  
Town of Leesburg  
25 West Market Street  
Leesburg, Virginia 20176  
kdentler@leesburgva.gov

County Administrator  
County of Loudoun  
1 Harrison Street, S.E.  
Leesburg, Virginia 20175  
tim.hemstreet@loudoun.gov

With a copy to:

Town Attorney  
Town of Leesburg  
25 West Market Street

County Attorney  
Loudoun County  
1 Harrison Street, S.E.

Leesburg, Virginia 20176

Leesburg, Virginia 20175

**Section 11. Miscellaneous Provisions.**

11.1. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties, and each of their future governing bodies, and any successor(s) thereto upon its approval by the Special Court.

11.2. **Counterparts/Entire Agreement.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. This Agreement constitutes the entire understanding between the Parties.

11.3. **Court Enforcement.** The terms and conditions of this Agreement shall be enforceable, pursuant to Virginia Code Ann. § 15.2-3217, by the Special Court or any successor court appointed pursuant to Virginia Code Ann. §§ 15.2-3000 through 15.2-3004, or any successor statute.

11.4. **No Third-Party Beneficiaries.** The provisions of this Agreement are intended to benefit only the Parties to this Agreement. No part of this Agreement shall be construed to confer upon any other person or party the rights of a third-party beneficiary. No person not a party to this Agreement shall be empowered to seek the enforcement of the provisions of this Agreement.

11.5. **Attorneys' Fees.** Notwithstanding the provisions of Virginia Code Ann. § 15.2-3215, the Parties agree that the Town and the County shall each be responsible for paying their own attorneys' fees and other costs associated with the Notice, the preparation of this Agreement, and the submission of the Agreement to the Commission and the Special Court.

11.6. **Amendments.** This Agreement may be amended, modified, or supplemented, either in whole or in part, by mutual agreement of the County and the Town by a written document

of equal formality and dignity, duly executed by the authorized representatives of the County and Town.

11.7. **Mediation.** No Party shall bring any legal action to enforce this Agreement without first submitting the dispute to non-binding mediation. Mediation shall be initiated by a demand for mediation. A third-party neutral shall act as mediator. If the Parties cannot agree on the mediator, McCammon Mediation Group, or its successor, shall appoint the mediator. Any mediation under this Agreement shall be completed within ninety (90) days of the demand for mediation, absent the consent of the Parties.

**Section 12. Effective Date.** This Agreement shall be effective upon the date of entry of the order of the Special Court affirming this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their duly authorized officials.

TOWN OF LEESBURG and  
TOWN COUNCIL OF THE TOWN  
OF LEESBURG

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_  
Town Attorney

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

COUNTY OF LOUDOUN and  
BOARD OF SUPERVISORS OF  
LOUDOUN COUNTY

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_  
County Attorney

Its: \_\_\_\_\_

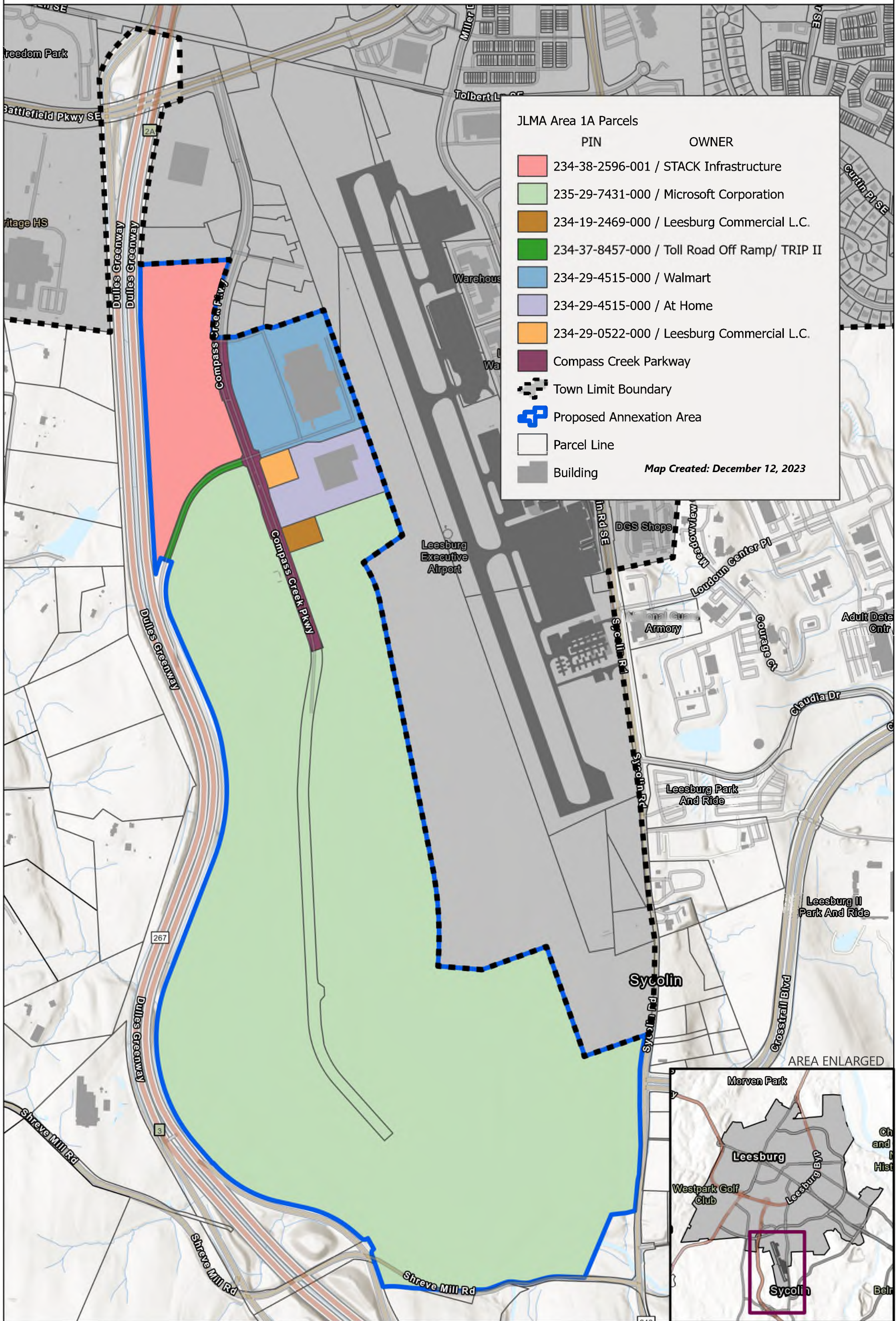
Date: \_\_\_\_\_, 2024

# **Town Notice of VSA**

## **Exhibit D**



# JLMA Area 1A: Proposed Annexation Area

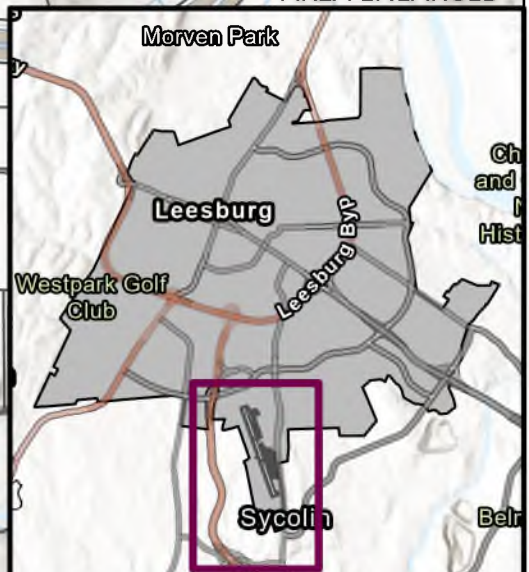


**JLMA Area 1A Parcels**

PIN	OWNER
234-38-2596-001	STACK Infrastructure
235-29-7431-000	Microsoft Corporation
234-19-2469-000	Leesburg Commercial L.C.
234-37-8457-000	Toll Road Off Ramp/ TRIP II
234-29-4515-000	Walmart
234-29-4515-000	At Home
234-29-0522-000	Leesburg Commercial L.C.
	Compass Creek Parkway

- Town Limit Boundary
- Proposed Annexation Area
- Parcel Line
- Building

*Map Created: December 12, 2023*





# **Town Notice of VSA**

## **Exhibit E**

**Exhibit E: Localities Notified and Annotated List of Documents, Exhibits and Other Materials**

Pursuant to 1 Va. Admin. Code § 50-20-230(A, C), Leesburg, concurrently with Loudoun County, provides the following list of localities that are adjacent to the Town of Leesburg, or share functions, revenue, or tax sources with the Town of Leesburg, that have been provided with a copy of this Notice, along with an annotated list of documents, exhibits, and other material submitted to the Commission:

**Loudon County**

Tim Hemstreet  
County Administrator  
1 Harrison Street, 5<sup>th</sup> Floor  
P.O. Box 7000  
Leesburg, Virginia 20177  
Telephone: 703.777.0200  
Email: coadmin@loudon.gov

Phyllis J. Randall  
Board of Supervisors, Chair At-Large  
P.O. Box 7000  
Leesburg, Virginia 20177  
Telephone: 703.777.0204  
Email: Phyllis.Randall@loudoun.gov

Leo Rogers  
County Attorney  
1 Harrison Street  
P.O. Box 7000  
Leesburg, Virginia 20177  
Telephone: 703.777.0307  
Email: attorney@loudon.gov

**Arlington County**

Mark Schwartz  
County Manager  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201  
Telephone: 703.228.3120  
Email: countymanager@arlingtonva.us

Libby Garvey  
Board of Supervisors, Chair  
2100 Clarendon Boulevard, Suite 300  
Arlington, Virginia 22201  
Telephone: 703.228.3130  
Email: countyboard@arlingtonva.us

MinhChau Corr  
County Attorney  
2100 Clarendon Boulevard, Suite 403  
Arlington, Virginia 22201  
Telephone: 703.228.3100  
Email: coa@arlingtonva.us

### **Fairfax County**

Bryan Hill  
County Executive  
12000 Government Center Parkway  
Fairfax, Virginia 22035  
Telephone: 703.324.3151  
Email: bryan.hill@fairfaxcounty.gov

Jeffrey C. McKay  
Board of Supervisors, Chairman  
12000 Government Center Parkway  
Fairfax, Virginia 22035  
Telephone: 703.324.3151  
Email: chairman@fairfaxcounty.gov

Steve Descano  
County Attorney  
12000 Government Center Parkway  
Fairfax, Virginia 22035  
Telephone: 703.324.2421

### **Prince William County**

Christopher Shorter  
Acting County Executive  
1 County Complex Court  
Prince William, Virginia 22192  
Telephone: 703.792.6600  
Email: communications@pwcgov.org

Deshundra Jefferson  
Board of Supervisors, Chair-at-Large  
1 County Complex Court  
Prince William, Virginia 22192  
Telephone: 703.792.4640  
Email: chair@pwco.org

Michelle R. Robl  
County Attorney  
1 County Complex Court, Suite 240  
Prince William, Virginia 22192  
Telephone: 703.792.6620

**City of Alexandria**

James F. Parajon  
City Manager  
301 King Street  
P.O. Box 178  
Alexandria, Virginia 22313  
Telephone: 703.746.4311

Justin Wilson  
Mayor  
301 King Street  
P.O. Box 178  
Alexandria, Virginia 22313  
Telephone: 703.746.4311  
Email: justin.wilson@alexandriava.gov

Alexandria Joanna Anderson  
City Attorney  
301 King Street, Suite 1300  
P.O. Box 178  
Alexandria, Virginia 22313  
Telephone: 703.746.3750

**City of Fairfax**

Robert A. Stalzer  
City Manager  
10455 Armstrong Street, Room 316  
Fairfax, Virginia 22030  
Telephone: 703.385.7850  
Email: Rob.Stalzer@fairfaxva.gov

Catherine S. Reed  
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**Section XVII: Annotated List of Documents, Exhibits and Other Material**

Pursuant to 1 Va. Admin. Code § 50-20-230(C), Leesburg provides the following annotated list of all documents, exhibits, or other material submitted to the Commission in connection with the Notice by the Town of Leesburg of a Voluntary Settlement Agreement with Loudoun County and Motion to Convert Proceedings:

Introduction	Attaching copy of Voluntary Settlement Agreement and overview of the best interests of the Town, the County, the affected property owners, and the Commonwealth.
Procedural History	Overview of proceedings before Commission, mediation, and locality resolutions approving the Voluntary Settlement Agreement.
Overview of Voluntary Settlement Agreement	Summary of the Voluntary Settlement Agreement, and incorporation of documents, exhibits, data, and other materials set forth in the Town’s September 28, 2022 Notice and October 13, 2023 Reply.
Annexation	Summary of annexation provisions of Voluntary Settlement Agreement.
Utilities	Summary of utility provisions of Voluntary Settlement Agreement, including data relating to Town’s water capacity.
Financial Impact of Annexation	Summary of financial impact of Voluntary Settlement Agreement, including data relating to ten year estimated revenue from Annexation Area.
Limitation on City Status and Future Annexations	Summary of provisions in Voluntary Settlement Agreement relating to limitation on Town seeking city status and future adverse annexations.
Commission and Special Court Approval	Summary of approval provisions of Voluntary Settlement Agreement

Exhibit A	Voluntary Settlement Agreement of Annexation and Related Issues Between the Town of Leesburg and Loudoun County
Exhibit B	Resolution of the Board of Supervisors of Loudoun County Approving the County of Loudoun Entering into a Voluntary Settlement of Annexation and Related Issues with the Town of Leesburg. February 6, 2024
Exhibit C	Resolution of the Council of the Town of Leesburg Approving the Town of Leesburg Entering into a Voluntary Settlement Agreement of Annexation and Related Issues with Loudoun County. February 27, 2024
Exhibit D	Map of Annexation Area
Exhibit E	List of Localities Notified and Annotated List of Documents, Exhibits and Other Materials
Exhibit F	Survey Plat of Annexation Area
Exhibit G	Metes and Bounds Description

# **Town Notice of VSA**

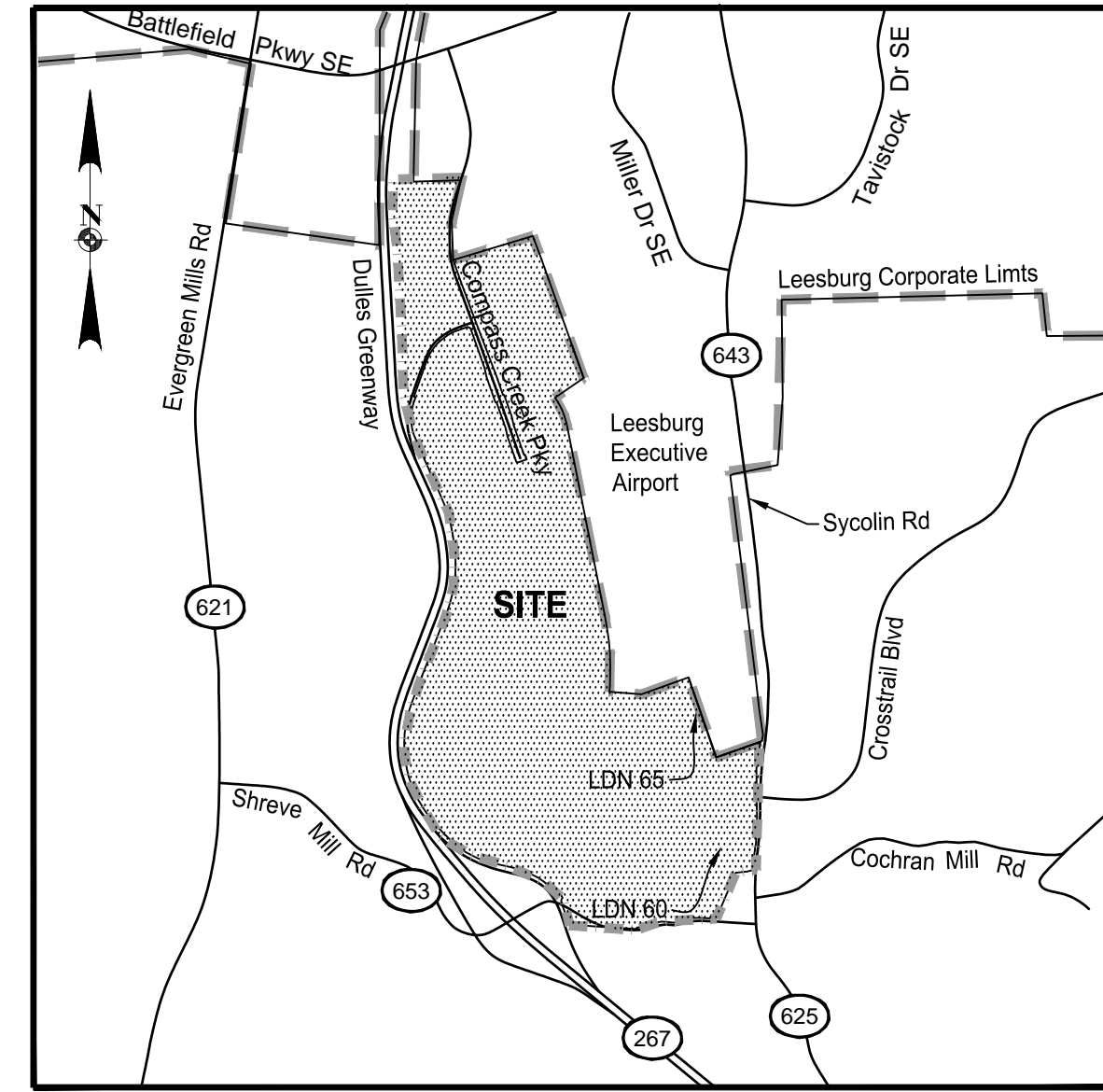
## **Exhibit F**

**NOTES**

- BOUNDARY INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS FOR THE TOWN OF LEESBURG AS RECORDED IN THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA AS WELL AS SURVEYS PREPARED BY THIS FIRM.
- BEARINGS AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE VIRGINIA COORDINATE SYSTEM OF 1983.
- PHYSICAL IMPROVEMENTS NOT SHOWN.
- NO TITLE REPORT FURNISHED. ALL UNDERLYING TITLE LINES, EASEMENTS, SERVITUDES AND OTHER MATTERS OF TITLE MAY NOT BE SHOWN HEREON.

**AREA TABULATION**

TOWN OF LEESBURG AS RECORDED (PRIOR TO ADJUSTMENT)	8,094.9069 AC.
PROPOSED ANNEXATION AREA	402.8315 AC.
TOTAL AREA	8,497.7384 AC.



VICINITY MAP  
SCALE: 1" = 1000'

**LEGEND**

- IPF = IRON PIPE FOUND
- RBF = REBAR FOUND
- = PROPOSED TOWN BOUNDARY

Coordinate Table		
PNT #	NORTHING	EASTING
1	7072622.6260	11752034.7328
2	7072498.2686	11752010.5339
3	7072446.0760	11752003.2384
4	7072339.5528	11751990.4927
5	7072127.7741	11751989.7431
6	7072054.0162	11751989.1964
7	7071720.4324	11751998.0028
8	7071685.2026	11751995.4794
9	7071486.4424	11751984.7429
10	7071441.6607	11751973.8817
11	7071194.7381	11751951.0056
12	7071176.5882	11751881.5892
13	7071162.7838	11751758.4505
14	7070651.2054	11751541.5764
15	7070659.1140	11751340.4118
16	7070643.7762	11751211.1879
17	7070613.4899	11751104.0774
18	7070607.9732	11751030.5216
19	7070616.9951	11750959.2201
20	7070609.2752	11750894.3623

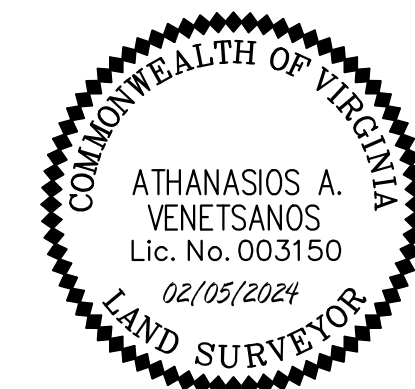
Coordinate Table		
PNT #	NORTHING	EASTING
21	7070564.1611	11750775.5277
22	7070552.1228	11750708.3908
23	7070552.5388	11750656.3024
24	7070535.7655	11750651.7885
25	7070566.0729	11750137.3605
26	7070576.5871	11750036.6579
27	7070575.3737	11749902.6495
28	7070575.3067	11749902.1036
29	7070840.4869	11749810.7947
30	7070882.4938	11749826.9202
31	7070969.9558	11749778.4393
32	7070964.2302	11749768.1100
33	7070968.4267	11749728.1800
34	7071024.0408	11749664.2033
35	7071216.1707	11749283.8275
36	7071268.0874	11749051.5180
37	7071582.8290	11748521.5077
38	7071579.5362	11748517.7450
39	7071735.6027	11748381.1659
40	7073069.7593	11748146.2465

Coordinate Table		
PNT #	NORTHING	EASTING
41	7074047.5130	11748525.8304
42	7074889.3411	11748606.3486
43	7075247.6190	11748514.8785
44	7075276.5666	11748503.7029
45	7075452.2485	11748427.7686
46	7075806.6698	11748269.1664
47	7076009.6324	11748181.4406
48	7076420.9764	11748167.8237
49	7076468.0847	11748184.5631
50	7076500.2632	11748094.1146
51	7076453.1559	11748077.3554
52	7076370.3511	11748053.8711
53	7076460.1454	11748045.4441
54	7078338.4168	11747934.3569
55	7078886.4109	11747928.6720

CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CH. BEARING
C1	2°16'05"	2710.24'	107.29'	53.65'	107.28'	S6°49'23"W
C2	1°33'59"	2698.21'	73.76'	36.88'	73.76'	S0°25'29"W
C3	0°48'38"	23586.09'	333.70'	166.85'	333.70'	S1°30'44"E
C4	18°02'26"	415.00'	130.67'	65.88'	130.13'	S83°13'52"W
C5	22°59'56"	185.00'	74.26'	37.64'	73.76'	S85°42'39"W
C6	27°59'55"	135.00'	65.97'	33.66'	65.32'	S83°12'44"W
C7	21°14'45"	185.00'	68.60'	34.70'	68.21'	S79°50'04"W
C8	62°24'28"	1307.39'	1424.04'	791.91'	1354.68'	N9°59'11"W
C8	12°57'31"	593.80'	134.30'	67.44'	134.01'	S89°28'53"W
C9	80°00'05"	35.00'	48.87'	29.37'	45.00'	N21°00'02"E
C10	69°59'57"	35.00'	42.76'	24.51'	40.15'	N84°00'02"W
C11	28°24'10"	868.51'	430.54'	219.79'	426.15'	N63°12'05"W
C12	36°12'44"	991.74'	626.80'	324.27'	616.42'	N59°17'47"W
C13	62°24'28"	1307.39'	1424.04'	791.91'	1354.68'	N9°59'11"W
C14	31°30'27"	1557.39'	856.42'	439.34'	845.67'	N5°27'49"E
C15	14°13'18"	1493.54'	370.72'	186.32'	369.77'	N14°19'19"W
C16	42°57'31"	562.00'	421.37'	221.14'	411.57'	N1°53'46"W
C17	7°30'00"	658.00'	86.13'	43.13'	86.07'	S15°50'02"W
C18	3°57'12"	1307.39'	90.21'	45.12'	90.19'	N5°21'41"W
C19	5°36'17"	5604.58'	548.24'	274.34'	548.02'	N0°34'57"W
C20	6°38'51"	1584.50'	183.83'	92.02'	183.73'	S15°09'54"W
C21	7°45'55"	1596.50'	216.37'	108.35'	216.21'	S4°13'53"W
C22	30°57'45"	65.00'	35.13'	18.00'	34.70'	N86°11'09"E
C23	23°25'12"	845.00'	345.40'	175.15'	343.00'	S22°57'30"E
C24	15°54'34"	3032.88'	842.15'	423.80'	839.45'	S3°21'26"E

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S11°00'42"W	126.69'
L2	S7°57'26"W	52.70'
L3	S0°12'10"W	211.78'
L4	S4°05'49"W	35.32'
L5	S3°05'31"W	199.05'
L6	S13°37'59"W	46.08'
L7	S5°17'35"W	247.98'
L8	S75°20'50"W	71.75'
L9	S83°36'13"W	123.91'
L10	N87°44'55"W	201.32'
L12	N82°47'19"W	71.87'
L13	S69°12'41"W	127.11'

LINE TABLE		
LINE	DIRECTION	LENGTH
L14	N89°32'33"W	52.09'
L15	S15°03'44"W	17.37'
L16	N84°02'22"W	101.25'
L17	S83°00'09"W	0.55'
L18	N29°00'00"W	100.00'
L19	S61°00'00"W	11.81'
L20	N49°00'00"W	84.77'
L21	S48°48'35"W	5.00'
L22	N21°06'35"W	31.03'
L23	N19°35'02"E	49.99'
L24	N70°24'58"W	96.02'
L25	S19°35'02"W	50.00'



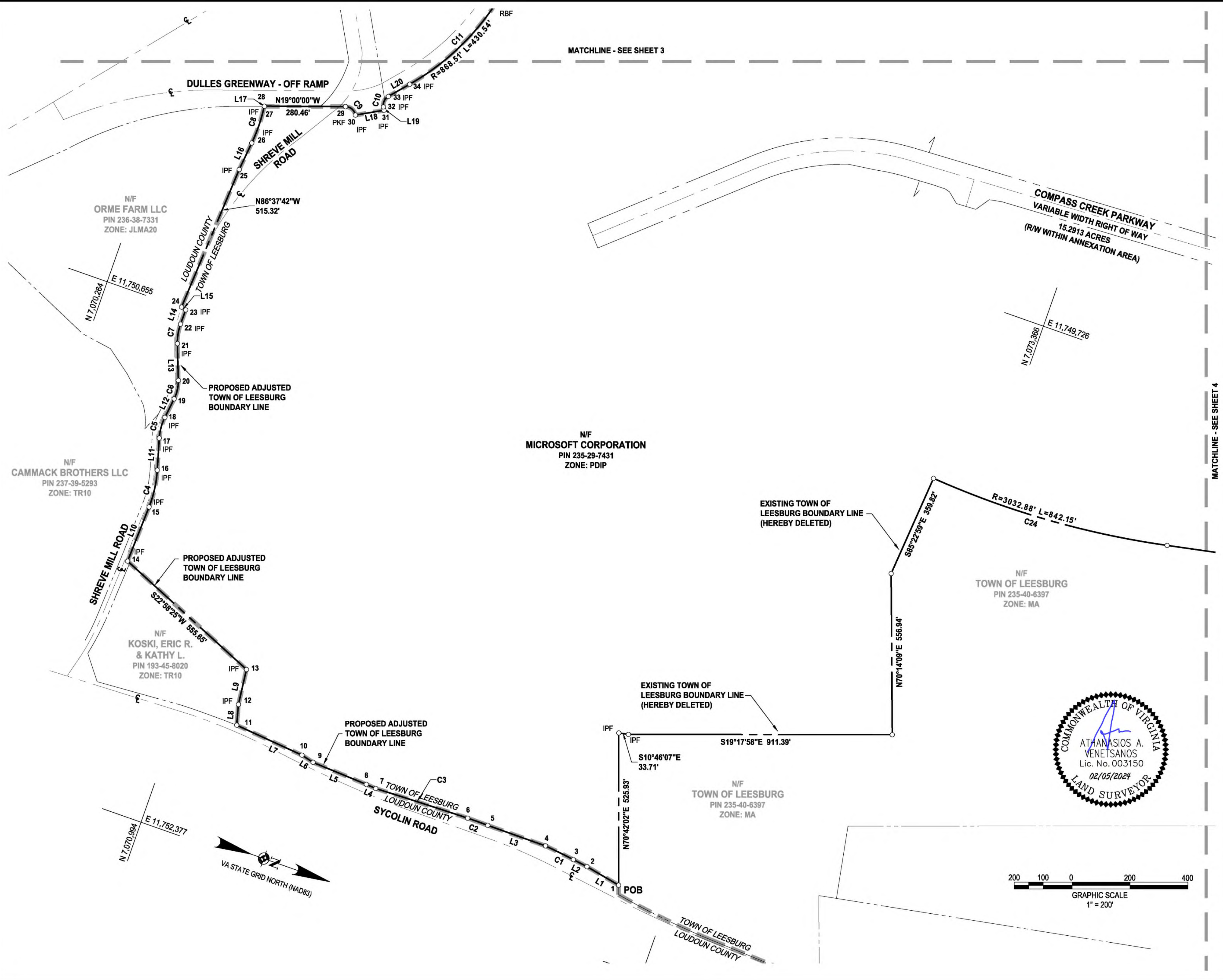
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**COMPASS CREEK ANNEXATION AREA**  
 LOUDOUN COUNTY, VIRGINIA

PROJ: 18192.019  
 DATE: 08/12/22  
 DRAWN: DAS  
 CHECKED: AAV  
 SHEET NO.  
**1 OF 5**

**IMEG**  
 50 CATOCTIN CIRCLE NE  
 SUITE 210  
 LEESBURG, VA 20176  
 PH: 703.777.2755  
 www.imegcorp.com  
 christopher consultants, ltd. now IMEG Corp.

P:\PROJECTS\18192\01\900\SURVEYS\PLATS\BOUNDARYTOL ANNEX PLAT.DWG

1	TOWN COMMENTS	2/5/2024
NO.	REVISION DESCRIPTION	DATE



MATCHLINE - SEE SHEET 3

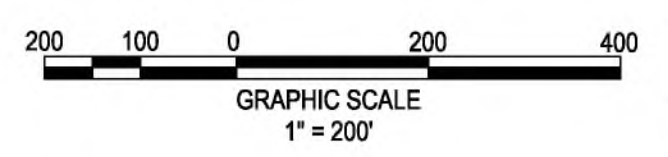
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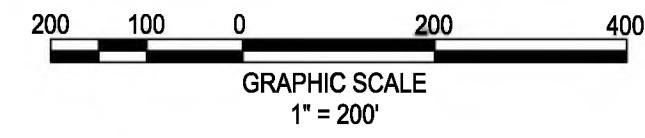
PH: 703.777.2755  
 www.imegcorp.com  
 50 CATOCTIN CIRCLE NE  
 SUITE 210  
 LEESBURG, VA 20116  
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**PLAT SHOWING  
 COMPASS CREEK ANNEXATION AREA**

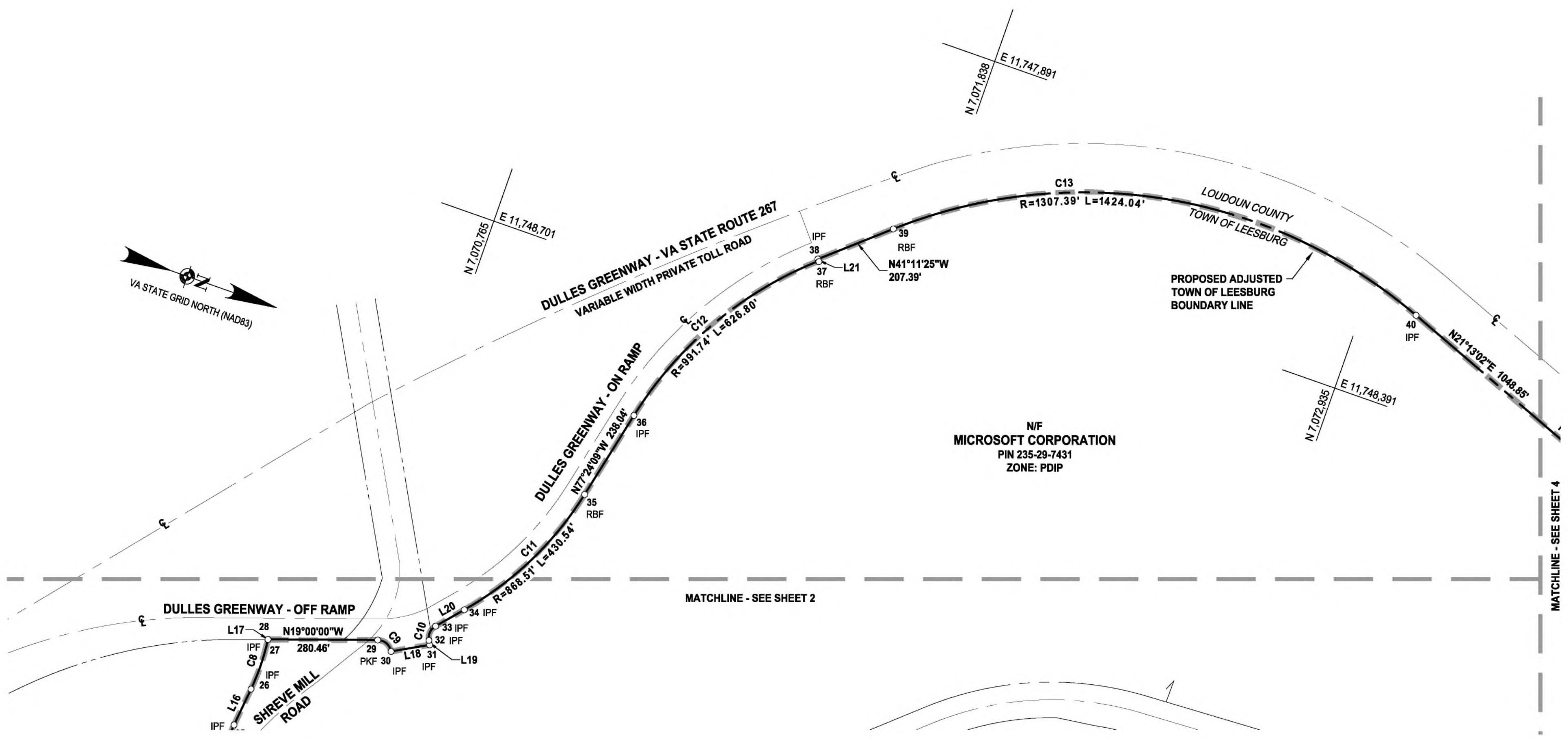
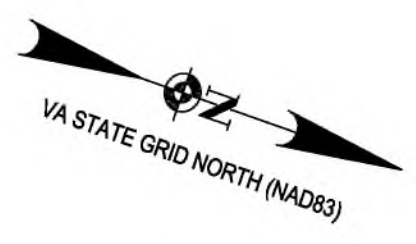
LOUDOUN COUNTY, VIRGINIA



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DATE: 08/12/22
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SHEET NO. <b>2 OF 5</b>



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 www.imegcorp.com  
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**PLAT SHOWING  
 COMPASS CREEK ANNEXATION AREA**

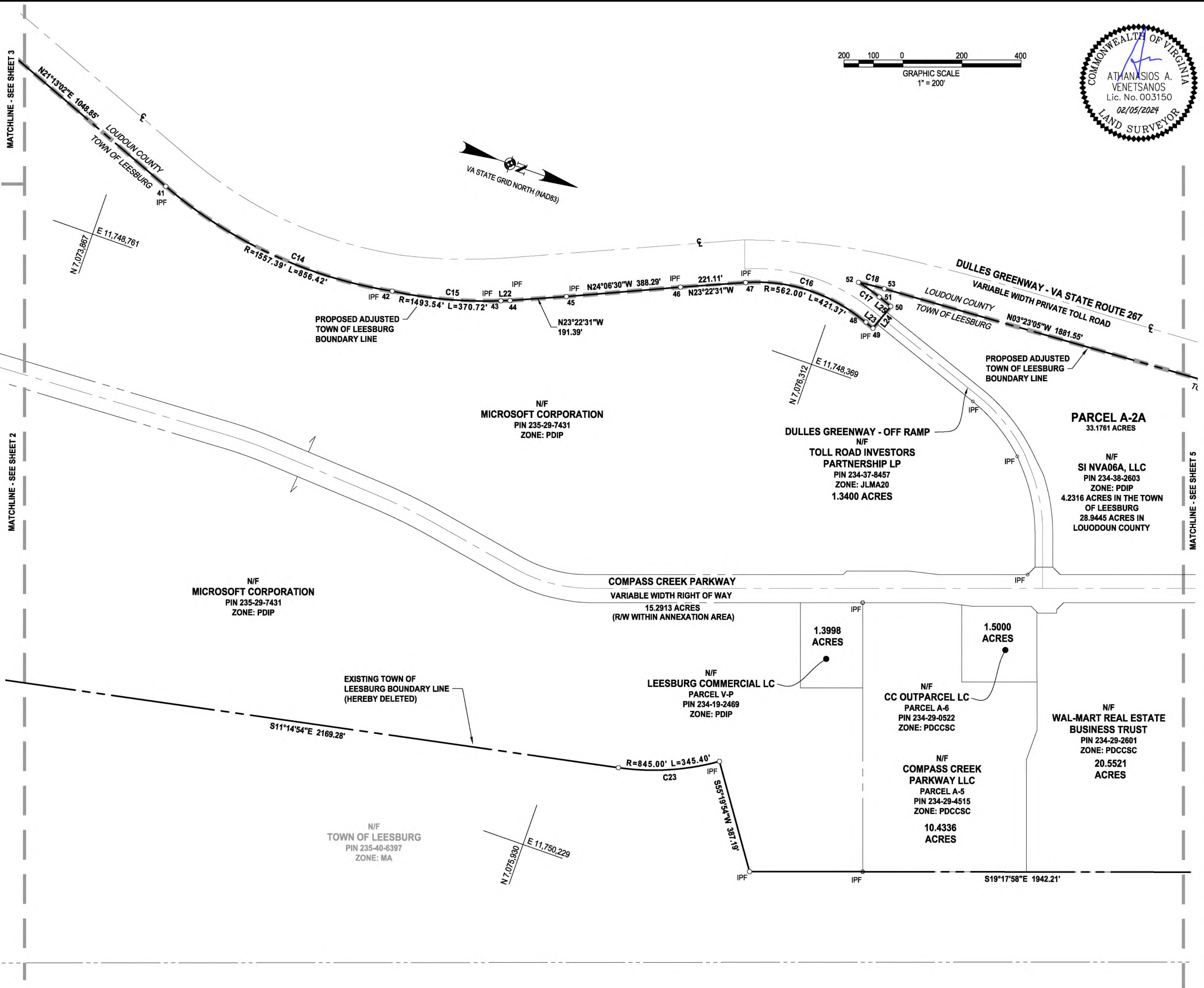
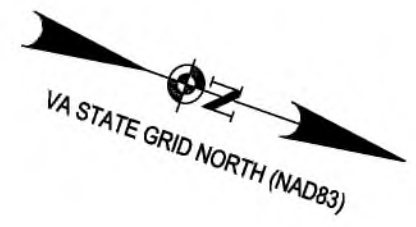
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DATE: 08/12/22
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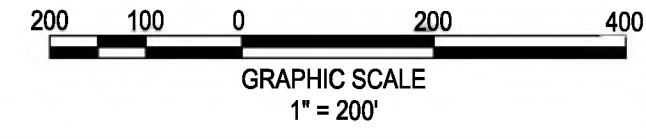
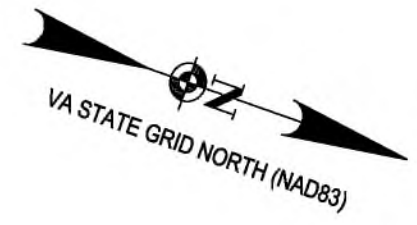
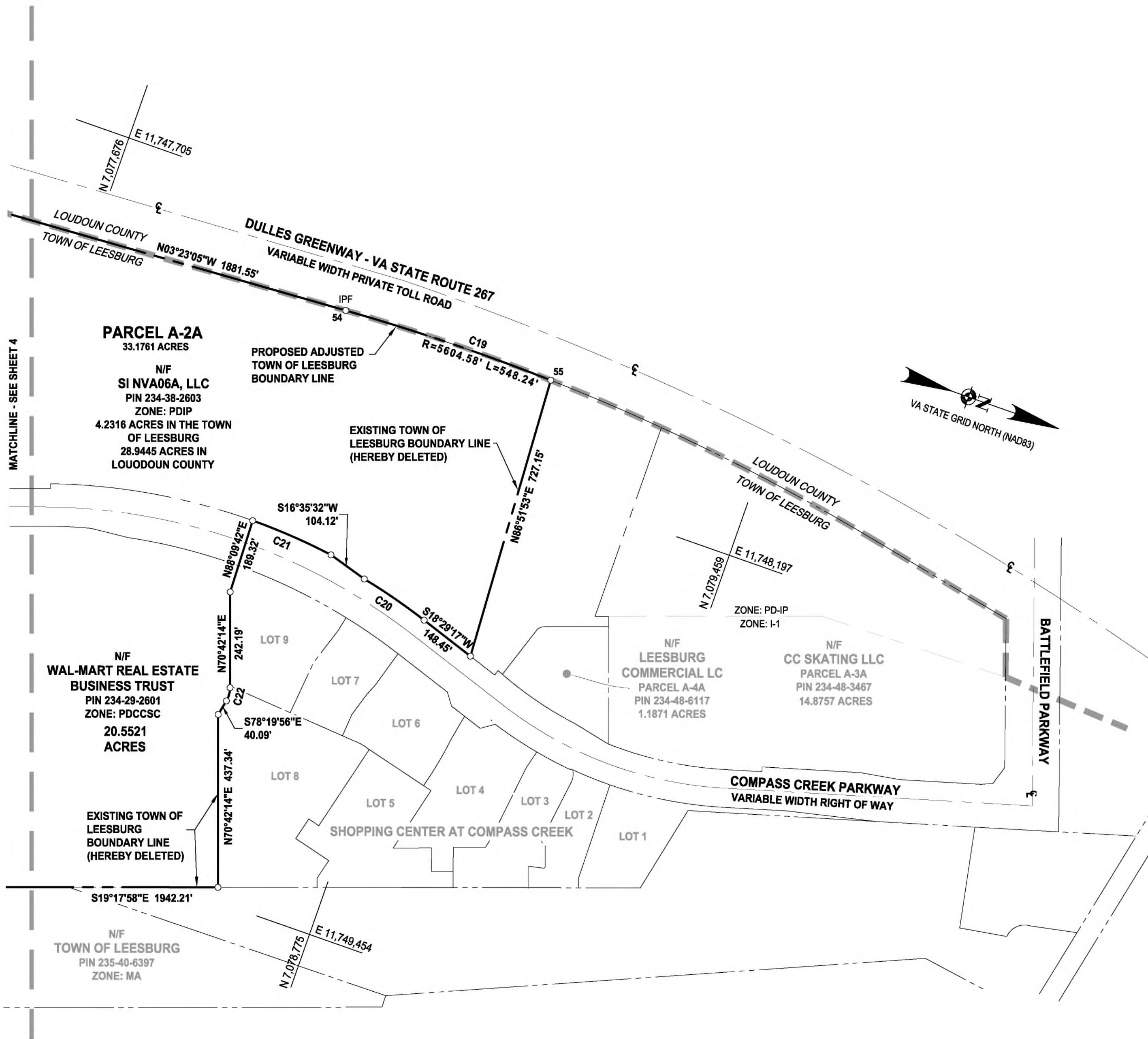
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LOUDOUN COUNTY, VIRGINIA

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DATE: 08/12/22

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SHEET NO.

5 OF 5

# **Town Notice of VSA**

## **Exhibit G**



### METES AND BOUNDS DESCRIPTION

Of the proposed Town of Leesburg Compass Creek Annexation Area and more particularly described as follows:

Beginning at a *point* in the westerly right of way line of Sycolin Road and in the line of the existing Leesburg Corporate Limits; thence running with Sycolin Road the following courses and distances:

**S 11°00'42" W** a distance of **126.69** feet to a *point*;

**S 07°57'26" W** a distance of **52.70** feet to a *point*;

Along the arc of a curve to the left with a radius of **2,710.24** feet, having a chord bearing of **S 06°49'23" W** and a chord distance of **107.28** feet, and an arc length of **107.29** feet to a *point*;

**S 00°12'10" W** a distance of **211.78** feet to a *point*;

Along the arc of a curve to the left with a radius of **2698.21** feet, having a chord bearing of **S 00°25'29" W** and a chord distance of **73.76** feet, and an arc length of **73.76** feet to a *point*;

Along the arc of a curve to the right with a radius of **23586.09** feet, having a chord bearing of **S 01°30'44" E** and a chord distance of **333.70** feet, and an arc length of **333.70** feet to a *point*;

**S 04°05'49" W** a distance of **35.32** feet to a *point*;

**S 03°05'31" W** a distance of **199.05** feet to a *point*;

**S 13°37'59" W** a distance of **46.08** feet to a *point*;

**S 05°17'35" W** a distance of **247.98** feet to a *point*.

Thence departing Sycolin Road the following courses and distances:

**S 75°20'50" W** a distance of **71.75** feet to an iron pipe found;

**S 83°36'13" W** a distance of **123.91** feet to iron pipe found;

**S 22°58'25" W** a distance of **555.65** feet to an iron pipe found in the northerly line of Shreve Mill Road;

Thence running generally with Shreve Mill Road the following courses and distances:

**N 87°44'55" W** a distance of **201.32** feet to an iron pipe found;

Along the arc of a curve to the left with a radius of **415.00** feet, having a chord bearing of **S 83°13'53" W** and a chord distance of **130.13** feet, and an arc length of **130.67** feet to an iron pipe found;

**S 74°12'41" W** a distance of **111.31** feet to an iron pipe found;

Along the arc of a curve to the right with a radius of **185.00** feet, having a chord bearing of **S 85°42'39" W** and a chord distance of **73.76** feet, and an arc length of **74.26** feet to an iron pipe found;

N 82°47'19" W a distance of **71.87** feet to a *point*;

Along the arc of a curve to the left with a radius of **135.00** feet, having a chord bearing of **S 83°12'44" W** and a chord distance of **65.32** feet, and an arc length of **65.97** feet to a *point*;

S 69°12'41" W a distance of **127.11** feet to an iron pipe found;

Along the arc of a curve to the right with a radius of **185.00** feet, having a chord bearing of **S 79°50'04" W** and a chord distance of **68.21** feet, and an arc length of **68.60** feet to an iron pipe found;

N 89°32'33" W a distance of **52.09** feet to an iron pipe found;

S 15°03'44" W a distance of **17.37** feet to a *point*;

N 86°37'42" W a distance of **515.32** feet to an iron pipe found;

N 84°02'22" W a distance of **101.25** feet to an iron pipe found;

Along the arc of a curve to the left with a radius of **593.80** feet, having a chord bearing of **S 89°28'53" W** and a chord distance of **134.01** feet, and an arc length of **134.30** feet to a *point*;

S 83°00'09" W a distance of **0.55** feet to an iron pipe found in the easterly line of the Dulles Greenway Access Ramps;

Thence generally running with the Dulles Greenway Access Ramp the following courses and distances:

N 19°00'00" W a distance of **280.46** feet to a PK nail found;

Along the arc of a curve to the right with a radius of **35.00** feet, having a chord bearing of **N 21°00'02" E** and a chord distance of **45.00** feet, and an arc length of **48.87** feet to an iron pipe found;

N 29°00'00" W a distance of **100.00** feet to an iron pipe found;

S 61°00'00" W a distance of **11.81** feet to a *point*;

Along the arc of a curve to the right with a radius of **35.00** feet, having a chord bearing of **S 84°00'02" W** and a chord distance of **40.15** feet, and an arc length of **42.76** feet to an iron pipe found;

N 49°00'00" W a distance of **84.77** feet to an iron pipe found;

Along the arc of a curve to the left with a radius of **868.51** feet, having a chord bearing of **N 63°12'04" W** and a chord distance of **426.14** feet, and an arc length of **430.54** feet to a rebar found;

N 77°24'09" W a distance of **238.04** feet to an iron pipe found;

Along the arc of a curve to the right with a radius of **991.74** feet, having a chord bearing of **N 59°17'47" W** and a chord distance of **616.42** feet, and an arc length of **626.80** feet to a rebar found;

**S 48°48'35" W** a distance of **5.00** feet to an iron pipe found in the easterly line of Dulles Greenway;

Thence generally running with the easterly line of Dulles Greenway the following courses and distances:  
**N 41°11'25" W** a distance of **207.39** feet to a rebar found;

Along the arc of a curve to the right with a radius of **1,307.39** feet, having a chord bearing of **N 09°59'11" W** and a chord distance of **1,354.67** feet, and an arc length of **1,424.03** feet to an iron pipe found;

**N 21°13'02" E** a distance of **1,048.86** feet to an iron pipe found;

Along the arc of a curve to the left with a radius of **1,557.39** feet, having a chord bearing of **N 05°27'49" E** and a chord distance of **845.67** feet, and an arc length of **856.42** feet to an iron pipe found;

Along the arc of a curve turning to the left with a radius of **1,493.54** feet, having a chord bearing of **N 14°19'19" W** and a chord distance of **369.77** feet, and an arc length of **370.72** feet to an iron pipe found;

**N 21°06'35" W** a distance of **31.03** feet to an iron pipe found;  
**N 23°22'31" W** a distance of **191.39** feet to an iron pipe found;  
**N 24°06'30" W** a distance of **388.29** feet to an iron pipe found;  
**N 23°22'31" W** a distance of **221.11** feet to an iron pipe found;

Along the arc of a curve to the right with a radius of **562.00** feet, having a chord bearing of **N 01°53'46" W** and a chord distance of **411.57** feet, and an arc length of **421.37** feet to a *point*;

**N 19°35'02" E** a distance of **49.99** feet to an iron pipe found;  
**N 70°24'58" W** a distance of **96.02** feet to a *point*;  
**S 19°35'02" W** a distance of **50.00** feet to a *point*;

Along the arc of a curve to the left with a radius of **658.00** feet, having a chord bearing of **S 15°50'02" W** and a chord distance of **86.07** feet, and an arc length of **86.13** feet to a *point*;

Along the arc of a curve to the right with a radius of **1,307.39** feet, having a chord bearing of **N 05°21'41" W** and a chord distance of **90.19** feet, and an arc length of **90.21** feet to a *point*;

**N 03°23'05" W** a distance of **1,881.55** feet to an iron pipe found;

Along the arc of a curve to the right with a radius of **5,604.58** feet, having a chord bearing of **N 00°34'57" W** and a chord distance of **548.02** feet, and an arc length of **548.24** feet to a *point*;

Thence departing Dulles Greenway and running with the Town of Leesburg Corporate Limits with a bearing of **N 86°51'53" E** a distance of **727.15** feet to a *point* in the westerly right of way line of Compass Creek Parkway;

Thence running with Compass Creek Parkway the following courses and distances:

**S 18°29'17" W** a distance of **148.45** feet to a *point*;

Along the arc of a curve to the left with a radius of **1,584.50** feet, having a chord bearing of **S 15°09'54" W** and a chord distance of **183.73** feet, and an arc length of **183.83** feet to a *point*;

**S 16°35'32" W** a distance of **104.12** feet to a *point*;

Along the arc of a curve to the left with a radius of **1,596.50** feet, having a chord bearing of **S 04°13'53" E** and a chord distance of **216.21** feet, and an arc length of **216.37** feet to a *point*;

Thence crossing Compass Creek Parkway **N 88°09'42" E** a distance of **189.32** feet to a *point*;

Thence running with Lot 9 Shopping Center at Compass Creek the following courses and distances:

**N 70°42'14" E** a distance of **242.19** feet to a *point*;

Along the arc of a curve to the right with a radius of **65.00** feet, having a chord bearing of **N 86°11'09" W** and a chord distance of **34.70** feet, and an arc length of **35.12** feet to a *point*;

**S 78°19'56" E** a distance of **40.09** feet to a *point*;

**N 70°42'14" E** a distance of **437.36** feet to a *point* in the westerly line of the Town of Leesburg Corporate Limits;

Thence running with the Town of Leesburg Corporate Limits the following courses and distances:

**S 19°17'58" E** a distance of **1558.54** feet to an iron pipe found;

**S 19°17'58" E** a distance of **383.67** feet to a *point*;

**S 55°19'54" W** a distance of **387.19** feet to an iron pipe found;

Along the arc of a curve to the right with a radius of **845.00** feet, having a chord bearing of **S 22°57'30" E** and a chord distance of **343.00** feet, and an arc length of **345.40** feet to a *point*;

**S 11°14'54" E** a distance of **2,169.28** feet to a *point*;

Along the arc of a curve to the right with a radius of **3,032.88** feet, having a chord bearing of **S 03°21'26" E** and a chord distance of **839.45** feet, and an arc length of **842.15** feet to a *point*;

**S 85°22'59" E** a distance of **359.82** feet to a *point*;

**N 70°14'09" E** a distance of **556.94** feet to a *point*;

**S 19°17'58" E** a distance of **911.39** feet to an iron pipe found;

**S 10°46'07" E** a distance of **33.71** feet to an iron pipe found;

**N 70°42'02" E** a distance of **525.93** feet to *the point of beginning*,

containing **17,547,340** square feet or **402.8315** acres more or less.