

**REPORT ON THE  
TOWN OF HERNDON – COUNTY OF LOUDOUN  
VOLUNTARY SETTLEMENT AGREEMENT**



**Commission on Local Government  
Commonwealth of Virginia**

**September 2014**

## TABLE OF CONTENTS

PROCEEDINGS OF THE COMMISSION .....	1
SCOPE OF REVIEW .....	1
BACKGROUND .....	2
GENERAL CHARACTERISTICS OF THE TOWN, THE COUNTY, AND THE AFFECTED AREAS.....	3
Town of Herndon .....	3
County of Loudoun.....	3
Areas Proposed for Annexation .....	4
STANDARD FOR REVIEW .....	4
Interests of the Town of Herndon .....	4
Interests of the County of Loudoun .....	5
Interests of the Commonwealth .....	6
FINDINGS AND RECOMMENDATIONS.....	7
CONCLUDING COMMENT .....	7
APPENDICES	
A. Voluntary Settlement Agreement	
B. Survey Plat depicting Boundary Adjustment Area and Joint Zoning Area	

# REPORT ON THE TOWN OF HERNDON – COUNTY OF LOUDOUN VOLUNTARY SETTLEMENT AGREEMENT

## PROCEEDINGS OF THE COMMISSION

On March 10, 2014, the Town of Herndon and the County of Loudoun submitted to the Commission on Local Government for review a proposed voluntary settlement agreement negotiated by the two jurisdictions under the authority of Section 15.2-3400 of the Code of Virginia.<sup>1</sup> Consistent with the regulations promulgated by the Commission, the submission was accompanied by data and materials supporting the proposed agreement. Further, and in accordance with the Commission’s regulation 1VAC 50-20-230(C), the Town and County gave notice of the proposed agreement to 19 other political subdivisions with which they are contiguous or with which they share functions, revenues, or tax sources. The proposed agreement contains provisions for (1) the incorporation of approximately 2.5 acres into the Town of Herndon, such acreage consisting of a narrow strip of land within the unincorporated area of Loudoun County; (2) the waiver by the Town of certain extraterritorial subdivision regulation rights; (3) the joint exercise of certain zoning rights; and (4) for other matters.<sup>2</sup>

In conjunction with its review of the proposed settlement agreement, on July 14, 2014, the Commission toured relevant sections of the Town of Herndon and Loudoun County and met in the Town to receive oral testimony from the two jurisdictions in support of the agreement. That evening, the Commission held a public hearing, advertised in accordance with Section 15.2-2907(B) of the Code of Virginia, for the purpose of receiving citizen comment. The public hearing was attended by approximately seven persons and two individuals testified. In order to permit receipt of additional public comment, the Commission agreed to keep its record open for written submissions through July 28, 2014. The Commission did not receive any additional submissions or comments from the public.

## SCOPE OF REVIEW

The Commission on Local Government is directed by law to review proposed annexations and other local boundary change and transition issues, as well as negotiated agreements settling such matters, prior to their presentation to the courts for ultimate disposition. Upon receipt of notice of such a proposed action or agreement, the Commission is directed to “hold hearings, make investigations, analyze local needs” and to submit a report containing findings of fact and recommendations regarding the issue to the affected local governments.<sup>3</sup> With respect to a proposed agreement negotiated under

---

<sup>1</sup> Town of Herndon and Loudoun County, Notice by the Town of Herndon and the County of Loudoun of a Voluntary Settlement Agreement, (hereinafter cited as the “Joint Notice”), March 10, 2014, which contains the Settlement Agreement and supporting materials.

<sup>2</sup> Voluntary Settlement of Boundary Issues Between the Town of Herndon and Loudoun County(hereinafter cited as the “Settlement Agreement”), dated July 31, 2013. See Appendix A for the complete text of the Settlement Agreement.

<sup>3</sup> Section 15.2-2907(A), Code of Virginia.

the authority of Section 15.2-3400 of the Code of Virginia, the Commission is required to determine in its review “whether the proposed settlement is in the best interest of the Commonwealth.”

As we have noted in previous reports, it is evident that the General Assembly encourages local governments to attempt to negotiate settlements of their interlocal concerns. One of the statutory responsibilities of this Commission is to assist local governments in such efforts. In view of this legislative intent, the Commission believes that proposed interlocal agreements, such as that negotiated by the Town of Herndon and Loudoun County, should be approached with respect and presumption of their compatibility with applicable statutory standards. The Commission notes, however, that the General Assembly has decreed that interlocal agreements negotiated under the authority of Section 15.2-3400 of the Code of Virginia shall be reviewed by this body prior to their final adoption by the local governing bodies. We are obliged to conclude, therefore, that while interlocal agreements are due respect and should be approached with a presumption of their consistency with statutory standards, such respect and presumption cannot be permitted to render our review a *pro forma* endorsement of any proposed settlement. Our responsibility to the Commonwealth and to the affected localities requires more.

## BACKGROUND

The western boundary of the Town of Herndon is also the boundary between Fairfax and Loudoun Counties. The Town owns a parcel that straddles this line - approximately 2.2 acres of the property lies within unincorporated Loudoun County, while the remaining 12.5 acres are within the Town of Herndon and Fairfax County. The Town currently uses this property (hereinafter referred to as the “Town property”) for offices, storage and public works facilities.<sup>4</sup>

In the past, the Town has claimed that the location of the Town’s western boundary was slightly further west, following the centerline of Rock Hill Road, which would place the Town property wholly within Herndon’s corporate limits. The uncertainty as to the location of the boundary led to disagreements between Herndon and Loudoun County regarding planning and zoning jurisdiction for the disputed part of the Town property. These disagreements began in 2005, when the Town authorized the use of a part of the property for a temporary day labor site – where day laborers could assemble to seek short-term work. The County zoning administrator at that time determined that some of the Town’s existing uses on the Loudoun County side of the property were not permissible unless a special exception was granted by the County. The Town sought legal remedies to this determination; however, ultimately the County granted a special exception for the Town’s existing use of the property for an office building and recycling collection center, subject to several conditions.<sup>5</sup>

---

<sup>4</sup> Joint Notice, Tab “Best Interests of the Parties,” pp. 2-3.

<sup>5</sup> Ibid., pp. 4-5.

The Town and County eventually initiated discussions to enter into a voluntary settlement agreement to resolve their dispute, end further complications regarding the use of the Town property, and clarify the location of the boundary line.

## **GENERAL CHARACTERISTICS OF THE TOWN, THE COUNTY, AND THE AFFECTED AREAS**

### ***Town of Herndon***

The Town of Herndon was settled in 1858 and chartered by the Virginia General Assembly in 1879.<sup>6</sup> It is allegedly named for Captain William Lewis Herndon, a famous naval captain. The Town is located entirely within Fairfax County and abuts Loudoun County on its western side. The Town of Herndon's population increased from 21,655 to 23,292 persons, or by 7.56%, between 2000 and 2010. Based on its land area of 4.27 square miles and the 2010 population, the Town has a population density of 5,454.80 persons per square mile.<sup>7</sup>

The population of the Town is younger and wealthier than the State as a whole. As of 2012, the median age of Town residents was 33.9 years, compared with 37.4 for Virginia as a whole, and the percentage of the population that was age 65 or older was 5.9%, compared to 12.3% for Virginia. With regard to income, the Census estimated that in 2012, the Town's median household income was \$90,661, which is 142.47% of the statistic for the Commonwealth as a whole (\$63,636).<sup>8</sup>

### ***County of Loudoun***

Loudoun County was formed from Fairfax County in 1757 and was named for John Campbell, Fourth Earl of Loudoun, who was a colonial Governor of Virginia.<sup>9</sup> Between 2000 and 2010, the County's population increased from 169,599 to 312,311, or by 84.15%. On the basis of the 2010 population and an area of 515.56 square miles, the locality has a population density of 605.77 persons per square mile.<sup>10</sup>

With respect to the characteristics of its population, Loudoun County is younger and wealthier than the State, but older and wealthier than Herndon. The 2012 median age of County residents was 34.8 years, slightly less than the statewide median age (37.4). Moreover, the percentage of its populace age 65 and over was 6.7%, which is less than the State overall (12.3%). Regarding income, the 2012 estimated median household income was \$122,068, or 191.82% of the comparable figure for the entire State (\$63,636).<sup>11</sup>

---

<sup>6</sup> Town of Herndon, *2030 Comprehensive Plan*, p. III-1, accessed September 3, 2014, <http://www.herndon-va.gov/Content/Zoning/PlanningandZoning/ComprehensivePlanning/2030CPFeb2013forWebrevisedperDEH.pdf>.

<sup>7</sup> U.S. Department of Commerce, Bureau of the Census, Census 2000, Summary File 1; Census 2010, Summary File 1.

<sup>8</sup> U.S. Department of Commerce, Bureau of the Census, 2008-2012 American Community Survey.

<sup>9</sup> Emily J. Salmon and Edward D.C. Campbell, Jr., *The Hornbook of Virginia History*, 4<sup>th</sup> ed. (Richmond: Library of Virginia, 1994), p. 166.

<sup>10</sup> U.S. Department of Commerce, Bureau of the Census, Census 2000, Summary File 1; Census 2010, Summary File 1.

<sup>11</sup> U.S. Department of Commerce, Bureau of the Census, 2008-2012 American Community Survey.

With regard to the nature of its economy, employment data indicate that, between 2000 and 2010, the number of nonagricultural wage and salary employment positions in the County increased from 87,325 to 132,235, or by 51.43%, significantly lower than the 84.15% increase in population experienced in the same period.<sup>12</sup> This disparity indicates that a considerable number of new residents commute outside of the County for employment. In addition, unemployment in the County increased from 2.6% in 2004 to 4.2% in 2013, which is less than the state average of 5.5%.<sup>13</sup>

### ***Areas Proposed for Annexation***

The proposed agreement would incorporate into the Town of Herndon a narrow triangular strip of land along the Town's western boundary near the intersection of Sterling Road and Rock Hill Road.<sup>14</sup> The area consists of approximately 2.43 acres and has no population. With respect to current development, the Boundary Adjustment Area consists of land owned by the Town of Herndon and occupied by Town offices and public works facilities. The area also includes a small portion of the Sterling Road right-of-way.<sup>15</sup>

## **STANDARD FOR REVIEW**

As a previous section of this report has noted, the Commission on Local Government is charged with reviewing proposed interlocal settlements negotiated under the authority of Section 15.2-3400 of the Code of Virginia to determine whether such settlements are "in the best interest of the Commonwealth." In our judgment, the State's interest in this and other proposed interlocal agreements is fundamentally the preservation and promotion of the general viability of the affected localities. In this instance, the Commission is required to review an interlocal agreement which provides for: (1) the incorporation of approximately 2.5 acres into the Town of Herndon, such acreage consisting of a narrow strip of land within the unincorporated area of Loudoun County; (2) the waiver by the Town of certain extraterritorial subdivision regulation rights; (3) the joint exercise of certain zoning rights; and (4) for other matters. A proper analysis of the proposed Town of Herndon-Loudoun County settlement agreement, as mandated by statute, requires consideration of the ramifications of these provisions with respect to the current and future viability of the two jurisdictions.

### ***Interests of the Town of Herndon***

The proposed annexation of the 2.5 acres will have little impact to the Town of Herndon's fiscal resources. Because all of the land is currently in public ownership, no additional tax revenue will be generated for the Town, and little impact to the provision of public services is anticipated. The Town will assume maintenance responsibilities for approximately 100 feet of Sterling Road that is proposed to be incorporated; however, this will be offset by a corresponding increase in maintenance payments

---

<sup>12</sup> Virginia Employment Commission, "Quarterly Census of Employment and Wages," Online database, [www.VirginiaLMI.com](http://www.VirginiaLMI.com).

<sup>13</sup> Virginia Employment Commission, "Labor Force, Employment, and Unemployment for Loudoun County," Online database, [www.VirginiaLMI.com](http://www.VirginiaLMI.com).

<sup>14</sup> Settlement Agreement, Section 2.

<sup>15</sup> Joint Notice, Tab "Best Interests of the Parties," pp. 3,6, and 9.

from the Virginia Department of Transportation, which should not exceed \$2,000 annually, based on current allocations.<sup>16</sup>

The primary benefit of the agreement to the Town of Herndon is that part of the Town property will no longer be subject to Loudoun County's zoning ordinance, and the Town will fully control its property.<sup>17</sup> As noted previously, the County has required a special exception to permit certain uses on the part of the Town property that is under County control. Without the proposed annexation, the Town would have to continue seeking the County's permission for any new or reconfigured uses of the property.

The agreement also will benefit the Town by settling any uncertainty regarding the western boundary of the Town in the vicinity of the Town property. This should help avoid future disagreements among the jurisdictions as various situations arise. Because all of Herndon currently is within Fairfax County, this boundary adjustment would give the Town a presence within Loudoun County as well, which could serve as an opportunity to form future partnerships between Herndon and Loudoun County.<sup>18</sup>

The Town has also agreed to two significant concessions as part of the settlement agreement that would be in effect for a term of forty years. First, the Town has agreed to waive its extraterritorial subdivision regulation rights that it would have been granted upon annexing a portion of Loudoun County.<sup>19</sup> Second, following annexation, the Town has agreed to jointly exercise zoning powers with Loudoun County for the entire Town property if an application is submitted to authorize the use of the property for a day labor site, as was once proposed.<sup>20</sup> Town officials have stated that the Town has never intended to exercise subdivision regulation in Loudoun County, and that the Town no longer is interested in using this site for a day labor site.<sup>21</sup> Given these facts, we do not find these terms to be contrary to the Town's interests.

In sum, we find that the agreement is in the best interest of the Town, because it will have negligible impact on the Town's revenues or services while eliminating administrative burdens regarding the use of Town-owned land.

### ***Interests of the County of Loudoun***

The proposed incorporation of 2.5 acres by the Town of Herndon should not have a fiscal impact on Loudoun County because the land is not currently taxable and has required essentially no public services from the County.

---

<sup>16</sup> *Ibid.*, p. 11; and "Urban Municipal Mileage and Payments," Virginia Department of Transportation, Local Assistance Division, accessed August 25, 2014, <http://www.virginiadot.org/business/local-assistance-programs.asp>. The portion of Sterling Road to be annexed is classified as a minor arterial, and is four-lanes. Based on the FY2015 urban system allocation of \$19,202 per lane-mile for minor arterial roads, and 0.076 lane miles to be annexed, the Town would receive approximately \$1,459.35 in additional maintenance payments.

<sup>17</sup> *Ibid.*, p. 10.

<sup>18</sup> Testimony of Hon. Lisa Merkel, Mayor of the Town of Herndon, July 14, 2014.

<sup>19</sup> Settlement Agreement, Section 4; and Sections 15.2-2248, et seq., Code of Virginia. Loudoun County is one of five counties in Virginia in which its towns can exercise their subdivision regulations for up to two miles beyond their town limits.

<sup>20</sup> Settlement Agreement, Section 3.

<sup>21</sup> Testimony of Arthur Anselene, July 14, 2014.

The Town has provided in the agreement to waive its extraterritorial subdivision rights for a period of forty years.<sup>22</sup> This assures the County that its subdivision regulations can continue to be enforced consistently. Without this provision, the Town would have been able to enforce its subdivision regulations up to two miles into Loudoun County. Given the pace of development in Loudoun County, it is likely that most of this area will be consumed by subdivision activity before the waiver expires in forty years.

The Town also has offered to extend zoning rights to the County, for the entire Town-owned property, which would only be applicable to instances where permission is requested to operate a day labor facility on that property.<sup>23</sup> This should eliminate concerns that the County had when a day labor facility was proposed for that site in 2005.<sup>24</sup> Although not currently planned for the property, if a day labor site is proposed in the future, the County's Board of Supervisors would be enabled to allow or deny such use of the Town property.

We find that the agreement is in the best interest of Loudoun County, as it will have no practical impact on County revenues or services, and it will eliminate a potential source of conflict between the County and the Town. In addition, the agreement includes provisions to address certain County concerns that could arise from the proposed annexation.

### ***Interests of the Commonwealth***

The Commission notes that the proposed Town of Herndon – County of Loudoun agreement is the product of negotiations conducted under a State-established process that encourages the negotiated settlement of interlocal issues. By the establishment of this negotiation process, the State has expressed its desire for local governments to affect a resolution of their interlocal concerns within parameters established by law. This agreement, which constitutes a locally effected reconciliation of the needs and interests of the Town and County, is consistent with the interest of the Commonwealth in the promotion of negotiated settlements.

The principal interest of the State in the resolution of this and all interlocal issues subject to the Commission's review is the preservation and promotion of the viability of the affected local governments. As previous sections of this report have indicated, the provisions in the proposed settlement agreement will afford the Town of Herndon with an opportunity to clarify its boundaries, while simultaneously protecting the County's interests. In sum, the Commission finds that the proposed agreement, negotiated by the governing bodies of the Town and County, is consistent with the interest of the Commonwealth in the promotion and preservation of the viability of Virginia's local governments.

---

<sup>22</sup> Settlement Agreement, Section 3.

<sup>23</sup> Ibid., Section 4.

<sup>24</sup> Joint Notice, Tab "Best Interests of the Parties," p. 7.

## **FINDINGS AND RECOMMENDATIONS**

In the preceding sections of this report, the Commission has reviewed a proposed voluntary settlement agreement negotiated by the Town of Herndon and Loudoun County addressing the interests of the two jurisdictions. Based upon that review, we find that the agreement promotes the viability of both local governments and is consistent with the best interests of the Commonwealth. Accordingly, we recommend the court's approval of the agreement.

## **CONCLUDING COMMENT**

The Commission on Local Government acknowledges the considerable effort devoted by officials of the Town of Herndon and Loudoun County to negotiate the agreement before us. The agreement reflects a notable commitment by the leadership of both jurisdictions to address in a collaborative fashion the concerns of their localities and the needs of their residents. We commend the officials of the two jurisdictions for their public leadership and for the interlocal agreement which they have negotiated.



**APPENDIX A**

**Voluntary Settlement Agreement**

**VOLUNTARY SETTLEMENT OF  
BOUNDARY ISSUES BETWEEN THE TOWN OF HERNDON AND THE  
COUNTY OF LOUDOUN**

This Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2013, by Town of Herndon, Virginia (the "Town" or "Herndon"), by and through the Town Council for the Town of Herndon (the "Town Council"), and the County of Loudoun, Virginia ("Loudoun"), by and through the Loudoun County Board of Supervisors (the "Loudoun Board of Supervisors"), (together, the "Parties"), pursuant to Title 15.2, Chapter 34 (§ 15.2-3400 et seq.) of the Code of Virginia (1950), as amended (the "Code").

RECITALS

1. In recent years, a dispute has arisen between the Parties as to the location of the western boundary line of Herndon. In the past, the Parties have generally treated the western corporate limits of the Town as coinciding with the boundary line between Loudoun and Fairfax County, which lies, in the vicinity of Herndon, just to the east of Rock Hill Road. However, the Town has asserted that its true boundary line lies to the west of the current Loudoun/Fairfax line and follows the center line of Rock Hill Road and an extension of that line to a point north of the Washington and Old Dominion Trail.

2. The use of the Loudoun/Fairfax line as the western boundary line of Herndon results in a narrow strip of land lying to the east of Rock Hill Road but to the west of the Town, all of which land is owned by the Town. The existence of that narrow corridor lying outside the Town has created practical problems that could be alleviated if such land were located within the Town.

3. For example, the Loudoun/Fairfax line crosses through a substantial Town-owned complex that includes the Herndon Public Works lot, the former Town recycling center, and a Town office building. As a result, the Town has had to comply with land use regulations of both Herndon and Loudoun, and litigation between the Town and Loudoun occurred in 2005 over access rights from that Town complex to Rock Hill Road.

4. The Parties believe that it is in their best interests to end all questions as to the correct location of Herndon's corporate limits and to avoid the practical problems resulting from the existence of the narrow strip of land lying between Rock Hill Road and the Loudoun/Fairfax boundary line.

5. The Town and Loudoun further agree that the incorporation into Herndon of such land along Rock Hill Road should be conditioned on certain limitations as to the application of the Town's subdivision ordinance beyond its boundaries and the joint exercise of certain zoning powers.

6. The Parties agree that it is in their best interests to resolve issues in a cooperative and mutually-beneficial fashion through this Agreement. Specifically, the Parties wish to make provision for (i) the incorporation of a narrow strip of land into the Town, which will result in part of the Town lying within Loudoun; (ii) the waiver of certain extraterritorial subdivision rights; and (iii) the joint exercise of certain zoning rights.

**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. DEFINITIONS

The Parties agree that the following words, terms and abbreviations as used in this Agreement shall have the following defined meanings:

- 1.1 “Commission” shall mean the Commission on Local Government.
- 1.2 “Special Court” shall mean the special three-judge court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, § 15.2-3000 of the Code, or any successor provisions.
- 1.3 “Section” refers to parts of this Agreement unless the context indicates that the reference is to parts of the Virginia Code.

Section 2. BOUNDARY ADJUSTMENT

2.1 Boundary Adjustment Area. The Parties agree that the boundary line of Herndon shall be relocated by incorporating into the Town certain land (the “Boundary Adjustment Area”) lying within Loudoun to the west of the current Town corporate limits and consisting of a corridor containing approximately two and one-half acres. The Boundary Adjustment Area extends from the existing Town line in a westerly direction along the northern right-of-way of Sterling Road and then extends in a southerly direction along the eastern right-of-way of Rock Hill Road. The Boundary Adjustment Area and the relocated Town boundary line are depicted on a survey plat, which was prepared by James A. Neville, Land Surveyor, of the firm of Pennoni Associates, Inc., dated July 9, 2013, and which is attached hereto as Exhibit 1. The Boundary Adjustment Area is also described by metes and bounds on the attached Exhibit 2.

2.2 Effective Date of Boundary Adjustment. The incorporation of the Boundary Adjustment Area into the Town, as provided in section 2.1, shall be authorized by the Special Court in its final order approving this Agreement and shall not require the institution of any other legal proceeding. Unless otherwise agreed to by the Parties and by order of the Special Court, the relocation of the boundary line of the Town shall be effective as of midnight on June 30 following the Special Court's entry of its order affirming, validating, and giving full force and effect to this Agreement.

Section 3. WAIVER OF EXTRATERRITORIAL SUBDIVISION RIGHTS

3.1 Waiver of Extraterritorial Subdivision Rights. During the 40-year period following the entry of the order of the Special Court affirming, validating, and giving full force and effect to this Agreement, the Town shall not apply its subdivision ordinance outside its corporate limits within any portion of Loudoun, and shall waive any such extraterritorial rights within Loudoun, as may be authorized by Section 15.2-2248 of the Code of Virginia, or any successor provision of general or special law.

Section 4. LIMITED JOINT EXERCISE OF ZONING POWERS

4.1 Background. The Town recognizes that Loudoun has expressed concerns about the establishment of a day labor site in areas adjacent to its boundaries because of perceived traffic, law enforcement, and other impacts of such a land use. Accordingly, the Town agrees to the joint exercise of its zoning authority, as provided herein, whenever a day labor site may be proposed within areas adjacent to Loudoun.

4.2 Definition of Day Labor Site. For purposes of this Agreement, a “day labor site” is defined as a place where workers assemble to seek or accept casual, intermittent, or temporary work off-site and where employers visit to hire workers for such work.

4.3 Joint Zoning Area. The Parties agree that a joint zoning area for uses consisting of a day labor site shall be established for all land lying within the Boundary Adjustment Area and the Town-owned parcels adjacent to the Boundary Adjustment Area (the “Joint Zoning Area”), as depicted on the survey plat attached as Exhibit 1. The boundaries of the Joint Zoning Area are also described by metes and bounds on the attached Exhibit 3.

4.4 Joint Exercise of Zoning Powers as to Day Labor Site. Upon the filing of any application for rezoning or a special exception to authorize the use of a parcel of land for a day labor site within the Joint Zoning Area, the Town shall promptly notify Loudoun of such application. The application for rezoning or for a special exception shall not be approved by the Town, unless the Loudoun Board of Supervisors also gives its approval by ordinance. Loudoun shall notify the Town of its decision as to such application within 90 days following the public hearing held by the Town Council on any such application. If Loudoun does not notify the Town of its decision within that period, it shall be conclusively presumed that the Loudoun Board of Supervisors approves the granting of such rezoning or special exception. Such joint approval of a rezoning or special exception for a day labor site shall be required during the 40-year period following the entry of the order of the Special Court affirming, validating, and giving full force and effect to this Agreement.

Section 5. COMMISSION AND COURT APPROVAL

5.1 Commission Review. The Parties promptly shall initiate the steps required by Title 15.2, Chapter 34 of the Virginia Code to obtain review of this Agreement by the Commission. The Parties shall cooperate in providing all information and documents required by the rules of the Commission, but the Town shall have the primary responsibility for preparing the necessary submissions of data to the Commission.

5.2 Court Approval. Following issuance of the report of findings and recommendations by the Commission, the Parties jointly shall initiate a proceeding to obtain court affirmation and approval of this Agreement, as required by Title 15.2, Chapter 34, of the Virginia Code. The Town shall have the primary responsibility for preparing the necessary evidence to be submitted to the Special Court in support of the Agreement.

5.3 Termination for Court Failure to Approve. If the Special Court fails to approve and give full force and effect to this Agreement without modification, it 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 6. MISCELLANEOUS PROVISIONS

6.1 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 successors thereto upon its approval by the Special Court.

6.3 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. Except as to the provisions of section 2 (Boundary

Adjustment), this Agreement may be amended, modified or supplemented, either in whole or in part, by a written document executed by duly authorized representatives of the Parties, without further court approval.

6.4 Court Enforcement. The terms and conditions of this Agreement shall be enforceable in the future by the Special Court affirming and giving full force and effect to its provisions, or any successor court appointed pursuant to Title 15.2, Chapter 30 of the Code.

6.5 Alternative Dispute Resolution. Should a dispute occur during the period in which this Agreement is in effect regarding a matter arising from or related to this Agreement, any party may ask that such a dispute be submitted to non-binding arbitration prior to the commencement of an enforcement proceeding before a Special Court, as provided in Section 6.4. If both parties agree, the Town and Loudoun shall each choose one arbitrator within 30 days of such agreement. Such persons may not be currently employed by, or hold an elected or other official position with, the Town or Loudoun. Those two persons shall choose a third arbitrator within 30 days after the initial selections. The panel of three arbitrators will hear the matter under such procedures and rules as the arbitrators conclude are appropriate. Within 90 days after the third arbitrator is chosen, the panel shall, by majority vote, issue their decision in writing with such explanation or detail as the arbitrators conclude is appropriate. Notwithstanding the pendency of such an arbitration proceeding, either party may institute a court enforcement suit regarding the matter but shall wait 30 days from the decision of the arbitrators before serving the complaint or other pleading initiating the action. The Special Court reviewing the matter shall do so *de novo*, without factual or legal deference to the decision of the arbitrators.

6.6 Attorneys' Fees. The Parties agree that the Town and Loudoun shall each be responsible for paying their own attorneys' fees and other costs associated with the preparation of this Agreement and the submission of the Agreement to the Commission and the Special Court.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following duly authorized representatives.

TOWN OF HERNDON, VIRGINIA

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

Attest: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

COUNTY OF LOUDOUN, VIRGINIA

By: \_\_\_\_\_  
Chair, Board of Supervisors

Attest: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Exhibit 1 to Voluntary Settlement

[Survey Plat depicting Boundary Adjustment Area and Joint Zoning Area  
to be attached]

Exhibit 2 to Voluntary Settlement

Metes and Bounds Description of Boundary Adjustment Area

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED, LYING AND BEING IN LOUDOUN COUNTY, VIRGINIA:

A PART OF THE PROPERTY OF THE TOWN OF HERNDON SHOWN ON A PLAT OF BOUNDARY LINE ADJUSTMENT / CONSOLIDATION PREPARED BY DEWBERRY AND DAVIS, LLC AND DATED MAY 2003 AND RECORDED AS INSTRUMENT 20040326-0027484 AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA AND RECORDED IN DEED BOOK 15938 AT PAGE 568 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA. THIS PART OF THE PROPERTY OF THE TOWN OF HERNDON BEING THAT PORTION OF PARCEL 'F', FOUR SEASONS, SECTION TWO (RECORDED IN DEED BOOK 4132 AT PAGE 536) WHICH IS TO THE WEST OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE. TOGETHER WITH A SECOND PART OF THE PROPERTY OF THE TOWN OF HERNDON TO THE WEST OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE, FORMERLY OAK GROVE ELEMENTARY SCHOOL (NOW DESCRIBED TOGETHER AS LOUDOUN COUNTY PIN: 024-15-0571), AND ADDITIONALLY, A PORTION OF THE RIGHT-OF-WAY OF OLD OX ROAD ~ ROUTE 606 (WIDTH VARIES) THAT IS INTENDED BY THIS INSTRUMENT TO BE INCLUDED IN THE NEW EXTENT OF THE TOWN OF HERNDON CORPORATE LIMITS (ALONG WITH PIN: 024-15-0571), LYING WEST OF THE LOUDOUN COUNTY ~ FAIRFAX COUNTY LINE,

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD ~ ROUTE 605 (WIDTH VARIES ~ RECORDED IN DEED BOOK 4132 AT PAGE 536), SAID POINT BEING THE SOUTHWESTERLY CORNER OF FOUR SEASONS, SECTION TWO AS RECORDED IN DEED BOOK 4132 AT PAGE 536, SAID POINT BEING AN IRON PIPE FOUND AT THE SOUTHWESTERLY CORNER OF LOT 178, FOUR SEASONS, SECTION TWO AND THE NORTHWESTERLY CORNER OF ROCK HILL, SECTION 1, PARCEL 'A1', RECORDED IN DEED BOOK 10756 AT PAGE 102 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA AND NOW IN THE NAME OF ROCK HILL HOMEOWNERS ASSOCIATION INC,

THENCE, DEPARTING ROCK HILL, SECTION 1, PARCEL 'A1' AND RUNNING WITH ROCK HILL ROAD AND WITH THE LINE OF LOT 178, LOT 179, LOT 188A AND LOT 189A FOUR SEASONS, SECTION TWO,

N 33° 10' 00" E, 571.16 FEET TO A POINT ON THE WESTERLY LINE OF LOT 189A, BEING THE SOUTH CORNER OF PIN: 024-15-0571, BEING THE POINT OF INTERSECTION OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE WITH THE WESTERLY LINE OF FOUR SEASONS, SECTION TWO, AND BEING THE TRUE POINT OF BEGINNING OF THE BOUNDARY ADJUSTMENT AREA HEREIN DESCRIBED,

THENCE, CONTINUING WITH LOT 189A AND, WITH THE SAME LINE EXTENDED, WITH THE WESTERLY LINE OF FOUR SEASONS, SECTION TWO AND WITH THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE,

N 36° 57' 29" E, 1180.46 FEET TO A POINT, BEING AN IRON PIPE FOUND AT THE NORTHERLY CORNER OF LOT 216, FOUR SEASONS, SECTION TWO AND A COMMON CORNER WITH ANOTHER PORTION OF THE PROPERTY OF THE TOWN OF HERNDON, (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E), AS RECORDED IN DEED BOOK 15938 AT PAGE 568, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA,

THENCE, DEPARTING LOT 216 AND CONTINUING WITH THE TOWN OF HERNDON PARCEL, BEING FAIRFAX TAX MAP PARCEL: 010-3-((2))-0007E, AND WITH THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE,

N 36° 57' 29" E, 526.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF OLD OX ROAD, ROUTE 606, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOUDOUN COUNTY TAX MAP PIN: 024-15-0571,

THENCE, DEPARTING THE TOWN OF HERNDON PARCEL (PIN: 024-15-0571) AND DEPARTING THE TOWN OF HERNDON PARCEL, FAIRFAX TAX MAP PARCEL: 010-3-((2))-0007E AND, CONTINUING WITH THE SAME LINE EXTENDED, THROUGH THE RIGHT-OF-WAY OF OLD OX ROAD, AND WITH THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE,

N 36° 57' 29" E, 117.34 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF OLD OX ROAD, ROUTE 606, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOUDOUN COUNTY TAX MAP PIN: 024-25-2701 AND BEING THE SOUTHWESTERLY CORNER OF LOT 'A', BROAD OAKS, SECTION ONE AS SHOWN ON PLAT RECORDED IN DEED BOOK 5925 AT PAGE 333, AMONG THE LAND RECORDS OF FAIRFAX COUNTY VIRGINIA,

THENCE, DEPARTING FAIRFAX COUNTY LINE AND LOT 'A', BROAD OAKS, SECTION ONE AND RUNNING WITH PARCEL 'A1', ROCKHILL CENTER/ESTATES, PHASE I AND, WITH THE SAME LINE EXTENDED, WITH THE RIGHT-OF-WAY OF OLD OX ROAD,

110.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE OF 04° 14' 16" AND A CHORD WHICH BEARS N 70° 16' 37" W, 110.36 FEET TO A POINT,

THENCE, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF OLD OX ROAD AND RUNNING WITH THE WESTERLY LINE EXTENDED OF PARCEL 'A1', ROCKHILL CENTER/ESTATES, PHASE I, AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF

ROCK HILL ROAD EXTENDED, THE FOLLOWING TWO (2) COURSES AND DISTANCES,

S 36° 46' 03" W, 80.05 FEET TO A POINT,

S 34° 30' 42" W, 38.10 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE TOWN OF HERNDON (PIN: 024-15-0571), FORMERLY OAK GROVE ELEMENTARY SCHOOL AFOREMENTIONED,

THENCE, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD OX ROAD AND RUNNING WITH THE WESTERLY LINE OF TOWN OF HERNDON (PIN: 024-15-0571), AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES,

S 34° 30' 42" W, 315.23 FEET TO A POINT,

S 33° 10' 00" W, 1361.95 FEET TO THE PLACE AND POINT OF BEGINNING,

CONTAINING 2.43118 ACRES OF LAND, MORE OR LESS.

IT IS INTENDED THAT 2.43118 ACRES OF LAND, MORE OR LESS, WILL BE ADDED TO THE CORPORATE LIMITS OF THE TOWN OF HERNDON.

Exhibit 3 to Voluntary Settlement

Metes and Bounds Description of Joint Zoning Area

ALL THAT CERTAIN PARCEL OF LAND SITUATED, LYING AND BEING BOTH IN LOUDOUN COUNTY, VIRGINIA AND IN FAIRFAX COUNTY, VIRGINIA:

A PART OF THE PROPERTY OF THE TOWN OF HERNDON SHOWN ON A PLAT OF BOUNDARY LINE ADJUSTMENT /CONSOLIDATION PREPARED BY DEWBERRY AND DAVIS, LLC AND DATED MAY 2003 AND RECORDED AS INSTRUMENT 20040326-0027484 AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA AND RECORDED IN DEED BOOK 15938 AT PAGE 568 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA. THIS PART OF THE PROPERTY OF THE TOWN OF HERNDON BEING THAT PORTION OF PARCEL 'F', FOUR SEASONS, SECTION TWO (RECORDED IN DEED BOOK 4843 AT PAGE 714) WHICH IS TO THE WEST OF THE LOUDOUN COUNTY - FAIRFAX COUNTY LINE. TOGETHER WITH A SECOND PART OF THE PROPERTY OF THE TOWN OF HERNDON TO THE WEST OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE, FORMERLY OAK GROVE ELEMENTARY SCHOOL (NOW DESCRIBED TOGETHER AS PIN: 24-15-0571), AND ADDITIONALLY A PORTION OF THE RIGHT-OF-WAY OF OLD OX ROAD ~ ROUTE 606 (WIDTH VARIES) AND ADDITIONALLY TOGETHER WITH ANOTHER PORTION OF THE PROPERTY OF THE TOWN OF HERNDON, (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E), AS RECORDED IN DEED BOOK 15938 AT PAGE 568, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA,

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD ~ ROUTE 605 (WIDTH VARIES ~ RECORDED IN DEED BOOK 4132 AT PAGE 536), SAID POINT BEING THE SOUTHWESTERLY CORNER OF FOUR SEASONS, SECTION TWO AS RECORDED IN DEED BOOK 4132 AT PAGE 536, SAID POINT BEING AN IRON PIPE FOUND AT THE SOUTHWESTERLY CORNER OF LOT 178, FOUR SEASONS, SECTION TWO AND THE NORTHWESTERLY CORNER OF ROCK HILL, SECTION 1, PARCEL 'A1', RECORDED IN DEED BOOK 10756 AT PAGE 102 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA AND NOW IN THE NAME OF ROCK HILL HOMEOWNERS ASSOCIATION INC,

THENCE, DEPARTING ROCK HILL, SECTION 1, PARCEL 'A1' AND RUNNING WITH ROCK HILL ROAD AND WITH THE LINE OF LOT 178, LOT 179, LOT 188A AND LOT 189A FOUR SEASONS, SECTION TWO,

N 33° 10' 00" E, 571.16 FEET TO A POINT ON THE WESTERLY LINE OF LOT 189A, BEING THE SOUTH CORNER OF PIN: 024-15-0571, BEING THE POINT OF INTERSECTION OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE WITH THE WESTERLY LINE OF FOUR SEASONS, SECTION TWO, AND BEING THE TRUE POINT OF BEGINNING OF THE JOINT ZONING AREA HEREIN DESCRIBED,

THENCE, CONTINUING WITH LOT 189A AND, WITH THE SAME LINE EXTENDED, WITH THE WESTERLY LINE OF FOUR SEASONS, SECTION TWO AND WITH THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE,

N 36° 57' 29" E, 1180.46 FEET TO A POINT, BEING AN IRON PIPE FOUND AT THE NORTHERLY CORNER OF LOT 216, FOUR SEASONS, SECTION TWO AND A COMMON CORNER WITH ANOTHER PORTION OF THE PROPERTY OF THE TOWN OF HERNDON, (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E), AS RECORDED IN DEED BOOK 15938 AT PAGE 568, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA,

THENCE, DEPARTING LOUDOUN COUNTY PIN: 024-15-0571 AND THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE AND CONTINUING WITH FOUR SEASONS, SECTION TWO AND THE LINE OF THE TOWN OF HERNDON PARCEL (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E) THE FOLLOWING THREE (3) COURSES AND DISTANCES,

S 39° 47' 36" E, 638.23 FEET TO A POINT,  
N 33° 10' 56" E, 160.14 FEET TO A POINT,  
S 39° 47' 36" E, 239.10 FEET TO A POINT AT THE WESTERLY CORNER OF LOT 24 BROAD OAKS ~ SECTION TWO,

THENCE, DEPARTING FOUR SEASONS, SECTION TWO AND CONTINUING WITH BROAD OAKS ~ SECTION TWO AND WITH THE LINE OF THE TOWN OF HERNDON PARCEL (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E) THE FOLLOWING TWO (2) COURSES AND DISTANCES,

N 34° 16' 35" E, 510.22 FEET TO A POINT,  
N 01° 17' 35" W, 267.83 FEET TO A POINT, BEING AN IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STERLING ROAD ~ ROUTE 606 (WIDTH VARIES),

THENCE, DEPARTING BROAD OAKS ~ SECTION TWO AND RUNNING WITH STERLING ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES,

75.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5774.58 FEET, A CENTRAL ANGLE OF 00° 45' 02" AND A CHORD WHICH BEARS N 65° 22' 29" W, 75.64 FEET TO A POINT, BEING AN IRON PIPE FOUND,

N 64° 59' 52" W, 371.90 FEET TO A POINT,  
N 68° 13' 02" W, 223.83 FEET TO A POINT AT THE NORTHEASTERLY CORNER OF THE TOWN OF HERNDON, LOUDOUN PARCEL (PIN: 024-15-0571) AFOREMENTIONED,

THENCE, DEPARTING THE TOWN OF HERNDON (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E) AND RUNNING THROUGH THE RIGHT-OF-WAY OF STERLING ROAD, AND WITH THE LOUDOUN COUNTY - FAIRFAX COUNTY LINE,

N 36° 57' 29" E, 117.34 FEET TO A POINT, BEING A CONCRETE MONUMENT FOUND AT THE SOUTHEASTERLY CORNER OF ABAN G, LLC (PIN: 024-25-2701), INSTRUMENT 20051215-0140840,

THENCE, DEPARTING THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE AND RUNNING WITH ABAN G, LLC AND, WITH THE SAME LINE EXTENDED, WITH THE NORTHERLY LINE OF ROUTE 606,

110.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE OF 04° 14' 16" AND A CHORD WHICH BEARS N 70° 16' 37" W, 110.36 FEET TO A POINT,

THENCE, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF ROUTE 606 AND RUNNING WITH THE WESTERLY LINE EXTENDED, OF PARCEL 'A1', ROCKHILL CENTER/ESTATES, PHASE I, AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD EXTENDED, THROUGH THE RIGHT-OF-WAY OF ROUTE 606 THE FOLLOWING TWO (2) COURSES AND DISTANCES,

S 36° 46' 03" W, 80.05 FEET TO A POINT,  
S 34° 30' 42" W, 38.10 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE PROPERTY OF THE TOWN OF HERNDON (PIN: 024-15-0571) AFOREMENTIONED,

THENCE, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 606 AND RUNNING WITH THE WESTERLY LINE OF TOWN OF HERNDON (PIN: 024-15-0571), AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES,

S 34° 30' 42" W, 315.23 FEET TO A POINT,  
S 33° 10' 00" W, 1361.95 FEET TO THE PLACE AND POINT OF BEGINNING

CONTAINING 14.93985 ACRES OF LAND, MORE OR LESS.

21154140v1

## **APPENDIX B**

**Survey Plat depicting Boundary Adjustment Area and Joint Zoning Area**

**METES AND BOUNDS DESCRIPTION:**

BOUNDARY ADJUSTMENT AREA:

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED, LYING AND BEING IN LOUDOUN COUNTY, VIRGINIA:

A PART OF THE PROPERTY OF THE TOWN OF HERNDON SHOWN ON A PLAT OF BOUNDARY LINE ADJUSTMENT / CONSOLIDATION PREPARED BY DEWBERRY AND DAVIS, LLC AND DATED MAY 2003 AND RECORDED AS INSTRUMENT 20040326-0027484 AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA AND RECORDED IN DEED BOOK 15938 AT PAGE 568 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA. THIS PART OF THE PROPERTY OF THE TOWN OF HERNDON BEING THAT PORTION OF PARCEL 'F', FOUR SEASONS, SECTION TWO (RECORDED IN DEED BOOK 4132 AT PAGE 536) WHICH IS TO THE WEST OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE, TOGETHER WITH A SECOND PART OF THE PROPERTY OF THE TOWN OF HERNDON TO THE WEST OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE, FORMERLY OAK GROVE ELEMENTARY SCHOOL, NOW DESCRIBED TOGETHER AS LOUDOUN COUNTY PIN: 024-15-0571, AND ADDITIONALLY A PORTION OF THE RIGHT-OF-WAY OF OLD OX ROAD ~ ROUTE 606 (WIDTH VARIES) THAT IS INTENDED BY THIS INSTRUMENT TO BE INCLUDED IN THE NEW EXTENT OF THE TOWN OF HERNDON CORPORATE LIMITS (ALONG WITH PIN: 024-15-0571), LYING WEST OF THE LOUDOUN COUNTY ~ FAIRFAX COUNTY LINE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD ~ ROUTE 605 (WIDTH VARIES ~ RECORDED IN DEED BOOK 4132 AT PAGE 536), SAID POINT BEING THE SOUTH-WESTERLY CORNER OF FOUR SEASONS, SECTION TWO AS RECORDED IN DEED BOOK 4132 AT PAGE 536, SAID POINT BEING AN IRON PIPE FOUND AT THE SOUTH-WESTERLY CORNER OF LOT 178, FOUR SEASONS, SECTION TWO AND THE NORTH-WESTERLY CORNER OF ROCK HILL, SECTION 1, PARCEL 'A1', RECORDED IN DEED BOOK 10756 AT PAGE 102 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA AND NOW IN THE NAME OF ROCK HILL HOMEOWNERS ASSOCIATION INC.

THENCE, DEPARTING ROCK HILL, SECTION 1, PARCEL 'A1' AND RUNNING WITH ROCK HILL ROAD AND WITH THE LINE OF LOT 178, LOT 179, LOT 189A AND LOT 189A FOUR SEASONS, SECTION TWO.

N 33° 10' 00" E, 571.16 FEET TO A POINT ON THE WESTERLY LINE OF LOT 189A, BEING THE SOUTH-CORNER OF PIN: 024-15-0571, BEING THE POINT OF INTERSECTION OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE WITH THE WESTERLY LINE OF FOUR SEASONS, SECTION TWO, AND BEING THE TRUE POINT OF BEGINNING OF THE BOUNDARY ADJUSTMENT AREA HEREIN DESCRIBED.

THENCE, CONTINUING WITH LOT 189A AND WITH THE SAME LINE EXTENDED, WITH THE WESTERLY LINE OF FOUR SEASONS, SECTION TWO AND WITH THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE.

N 36° 57' 29" E, 1180.46 FEET TO A POINT, BEING AN IRON PIPE FOUND AT THE NORTHERLY CORNER OF LOT 216, FOUR SEASONS, SECTION TWO AND A COMMON CORNER WITH ANOTHER PORTION OF THE PROPERTY OF THE TOWN OF HERNDON, (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E), AS RECORDED IN DEED BOOK 15938 AT PAGE 568, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

THENCE, DEPARTING LOT 216 AND CONTINUING WITH THE TOWN OF HERNDON PARCEL, BEING FAIRFAX TAX MAP PARCEL: 010-3-((2))-0007E, AND WITH THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE.

N 36° 57' 29" E, 526.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF OLD OX ROAD, ROUTE 606, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOUDOUN COUNTY TAX MAP PIN: 024-15-0571.

THENCE, DEPARTING THE TOWN OF HERNDON PARCEL (PIN: 024-15-0571) AND DEPARTING THE TOWN OF HERNDON PARCEL, FAIRFAX TAX MAP PARCEL: 010-3-((2))-0007E AND CONTINUING WITH THE SAME LINE EXTENDED, THROUGH THE RIGHT-OF-WAY OF OLD OX ROAD, AND CONTINUING WITH LOUDOUN COUNTY-FAIRFAX COUNTY LINE.

N 36° 57' 29" E, 117.34 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF OLD OX ROAD, ROUTE 606, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOUDOUN COUNTY TAX MAP PIN: 024-25-2701 AND BEING THE SOUTHWESTERLY CORNER OF LOT 'A', BROAD OAKS, SECTION ONE AS SHOWN ON PLAT RECORDED IN DEED BOOK 5925 AT PAGE 333, AMONG THE LAND RECORDS OF FAIRFAX COUNTY VIRGINIA.

THENCE, DEPARTING FAIRFAX COUNTY LINE AND LOT 'A', BROAD OAKS, SECTION ONE AND RUNNING WITH PARCEL 'A1', ROCKHILL CENTER/ESTATES, PHASE I AND, WITH THE SAME LINE EXTENDED, WITH THE RIGHT-OF-WAY OF OLD OX ROAD.

110.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE OF 04° 14' 16" AND A CHORD WHICH BEARS N 70° 16' 37" W, 110.36 FEET TO A POINT.

THENCE, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF OLD OX ROAD AND RUNNING WITH THE WESTERLY LINE EXTENDED OF PARCEL 'A1', ROCKHILL CENTER/ESTATES, PHASE I, AND WITH THE WESTERLY LINE OF TOWN OF HERNDON (PIN: 024-15-0571), AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES.

S 34° 30' 42" W, 315.23 FEET TO A POINT,  
S 33° 10' 00" W, 1361.95 FEET TO THE PLACE AND POINT OF BEGINNING,  
CONTAINING 2.43118 ACRES OF LAND, MORE OR LESS.

**AREA STATEMENT:**

BOUNDARY ADJUSTMENT AREA:  
IT IS INTENDED THAT 2.43118 ACRES OF LAND, MORE OR LESS, WILL BE ADDED TO THE CORPORATE LIMITS OF THE TOWN OF HERNDON.

**METES AND BOUNDS DESCRIPTION:**

JOINT ZONING AREA:

ALL THAT CERTAIN PARCEL OF LAND SITUATED, LYING AND BEING BOTH IN LOUDOUN COUNTY, VIRGINIA AND IN FAIRFAX COUNTY, VIRGINIA:

A PART OF THE PROPERTY OF THE TOWN OF HERNDON SHOWN ON A PLAT OF BOUNDARY LINE ADJUSTMENT /CONSOLIDATION PREPARED BY DEWBERRY AND DAVIS, LLC AND DATED MAY 2003 AND RECORDED AS INSTRUMENT 20040326-0027484 AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA AND RECORDED IN DEED BOOK 15938 AT PAGE 568 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA. THIS PART OF THE PROPERTY OF THE TOWN OF HERNDON BEING THAT PORTION OF PARCEL 'F', FOUR SEASONS, SECTION TWO (RECORDED IN DEED BOOK 4843 AT PAGE 714) WHICH IS TO THE WEST OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE, TOGETHER WITH A SECOND PART OF THE PROPERTY OF THE TOWN OF HERNDON - THE WEST OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE, FORMERLY OAK GROVE ELEMENTARY SCHOOL, (NOW DESCRIBED TOGETHER AS PIN: 24-15-0571), AND ADDITIONALLY A PORTION OF THE RIGHT-OF-WAY OF OLD OX ROAD ~ ROUTE 606 (WIDTH VARIES) AND ADDITIONALLY TOGETHER WITH ANOTHER PORTION OF THE PROPERTY OF THE TOWN OF HERNDON, (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E), AS RECORDED IN DEED BOOK 15938 AT PAGE 568, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD ~ ROUTE 605 (WIDTH VARIES ~ RECORDED IN DEED BOOK 4132 AT PAGE 536), SAID POINT BEING THE SOUTHWESTERLY CORNER OF FOUR SEASONS, SECTION TWO AS RECORDED IN DEED BOOK 4132 AT PAGE 536, SAID POINT BEING AN IRON PIPE FOUND AT THE SOUTHWESTERLY CORNER OF LOT 178, FOUR SEASONS, SECTION TWO AND THE NORTH-WESTERLY CORNER OF ROCK HILL, SECTION 1, PARCEL 'A1', RECORDED IN DEED BOOK 10756 AT PAGE 102 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA AND NOW IN THE NAME OF ROCK HILL HOMEOWNERS ASSOCIATION INC.

THENCE, DEPARTING ROCK HILL, SECTION 1, PARCEL 'A1' AND RUNNING WITH ROCK HILL ROAD AND WITH THE LINE OF LOT 178, LOT 179, LOT 189A AND LOT 189A FOUR SEASONS, SECTION TWO.

N 33° 10' 00" E, 571.16 FEET TO A POINT ON THE WESTERLY LINE OF LOT 189A, BEING THE SOUTH-CORNER OF PIN: 024-15-0571, BEING THE POINT OF INTERSECTION OF THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE WITH THE WESTERLY LINE OF FOUR SEASONS, SECTION TWO, AND BEING THE TRUE POINT OF BEGINNING OF THE JOINT ZONING AREA HEREIN DESCRIBED.

THENCE, CONTINUING WITH LOT 189A AND WITH THE SAME LINE EXTENDED, WITH THE WESTERLY LINE OF FOUR SEASONS, SECTION TWO AND WITH THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE.

N 36° 57' 29" E, 1180.46 FEET TO A POINT, BEING AN IRON PIPE FOUND AT THE NORTHERLY CORNER OF LOT 216, FOUR SEASONS, SECTION TWO AND A COMMON CORNER WITH ANOTHER PORTION OF THE PROPERTY OF THE TOWN OF HERNDON, (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E), AS RECORDED IN DEED BOOK 15938 AT PAGE 568, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

THENCE, DEPARTING LOUDOUN COUNTY PIN: 024-15-0571 AND THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE AND CONTINUING WITH FOUR SEASONS, SECTION TWO AND THE LINE OF THE TOWN OF HERNDON PARCEL (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E) THE FOLLOWING THREE (3) COURSES AND DISTANCES.

S 39° 47' 36" E, 638.23 FEET TO A POINT,  
N 33° 10' 00" E, 180.14 FEET TO A POINT,  
S 39° 47' 36" E, 239.10 FEET TO A POINT AT THE WESTERLY CORNER OF LOT 24, BROAD OAKS ~ SECTION TWO.

THENCE, DEPARTING FOUR SEASONS, SECTION TWO AND CONTINUING WITH BROAD OAKS ~ SECTION TWO AND WITH THE LINE OF THE TOWN OF HERNDON PARCEL (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E) THE FOLLOWING TWO (2) COURSES AND DISTANCES.

N 34° 16' 35" E, 510.22 FEET TO A POINT,  
N 01° 17' 35" W, 267.83 FEET TO A POINT, BEING AN IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STERLING ROAD ~ ROUTE 606 (WIDTH VARIES).

THENCE, DEPARTING BROAD OAKS ~ SECTION TWO AND RUNNING WITH STERLING ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES.

75.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5774.58 FEET, A CENTRAL ANGLE OF 00° 45' 02" AND A CHORD WHICH BEARS N 65° 22' 29" W, 75.64 FEET TO A POINT, BEING AN IRON PIPE FOUND,

N 64° 59' 52" W, 371.90 FEET TO A POINT,  
N 68° 13' 02" W, 223.83 FEET TO A POINT AT THE NORTHEASTERLY CORNER OF THE TOWN OF HERNDON, LOUDOUN PARCEL (PIN: 024-15-0571) AFOREMENTIONED.

THENCE, DEPARTING THE TOWN OF HERNDON (FAIRFAX COUNTY TAX MAP PARCEL: 010-3-((2))-0007E) AND RUNNING THROUGH THE RIGHT-OF-WAY OF STERLING ROAD, AND WITH THE LOUDOUN COUNTY ~ FAIRFAX COUNTY LINE.

N 36° 57' 29" E, 117.34 FEET TO A POINT, BEING A CONCRETE MONUMENT FOUND AT THE SOUTHEASTERLY CORNER OF ABAN G, LLC (PIN: 024-25-2701), INSTRUMENT 20051215-0140840,

THENCE, DEPARTING THE LOUDOUN COUNTY-FAIRFAX COUNTY LINE AND RUNNING WITH ABAN G, LLC AND, WITH THE SAME LINE EXTENDED, WITH THE NORTHERLY LINE OF ROUTE 606,

110.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE OF 04° 14' 16" AND A CHORD WHICH BEARS N 70° 16' 37" W, 110.36 FEET TO A POINT.

THENCE, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF ROUTE 606 AND RUNNING WITH THE WESTERLY LINE EXTENDED OF PARCEL 'A1', ROCKHILL CENTER/ESTATES, PHASE I, AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD EXTENDED, THROUGH THE RIGHT-OF-WAY OF ROUTE 606 THE FOLLOWING TWO (2) COURSES AND DISTANCES.

S 36° 46' 03" W, 80.05 FEET TO A POINT,  
S 34° 30' 42" W, 38.10 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE PROPERTY OF THE TOWN OF HERNDON (PIN: 024-15-0571) AFOREMENTIONED.

THENCE, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 606 AND RUNNING WITH THE WESTERLY LINE OF TOWN OF HERNDON (PIN: 024-15-0571), AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROCK HILL ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES.

S 34° 30' 42" W, 315.23 FEET TO A POINT,  
S 33° 10' 00" W, 1361.95 FEET TO THE PLACE AND POINT OF BEGINNING  
CONTAINING 14.93985 ACRES OF LAND, MORE OR LESS.

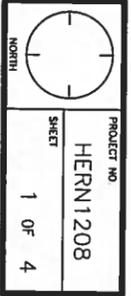


**Pennoni Associates Inc.**

208 Church Street, SE  
Leesburg, VA 20175 - 703.777.3616

Engineers • Surveyors • Planners • Landscape Architects

SCALE	N/A	DATE	2013-07-09
DRAWN BY	JAN	APPROVED	JAN
DRAWING NO.	HERN1208-W-BND		

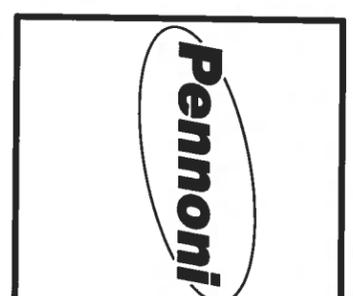


ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE THE PROPERTY OF PENNONI ASSOCIATES. NO PART OF THESE DOCUMENTS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PENNONI ASSOCIATES. PENNONI ASSOCIATES SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

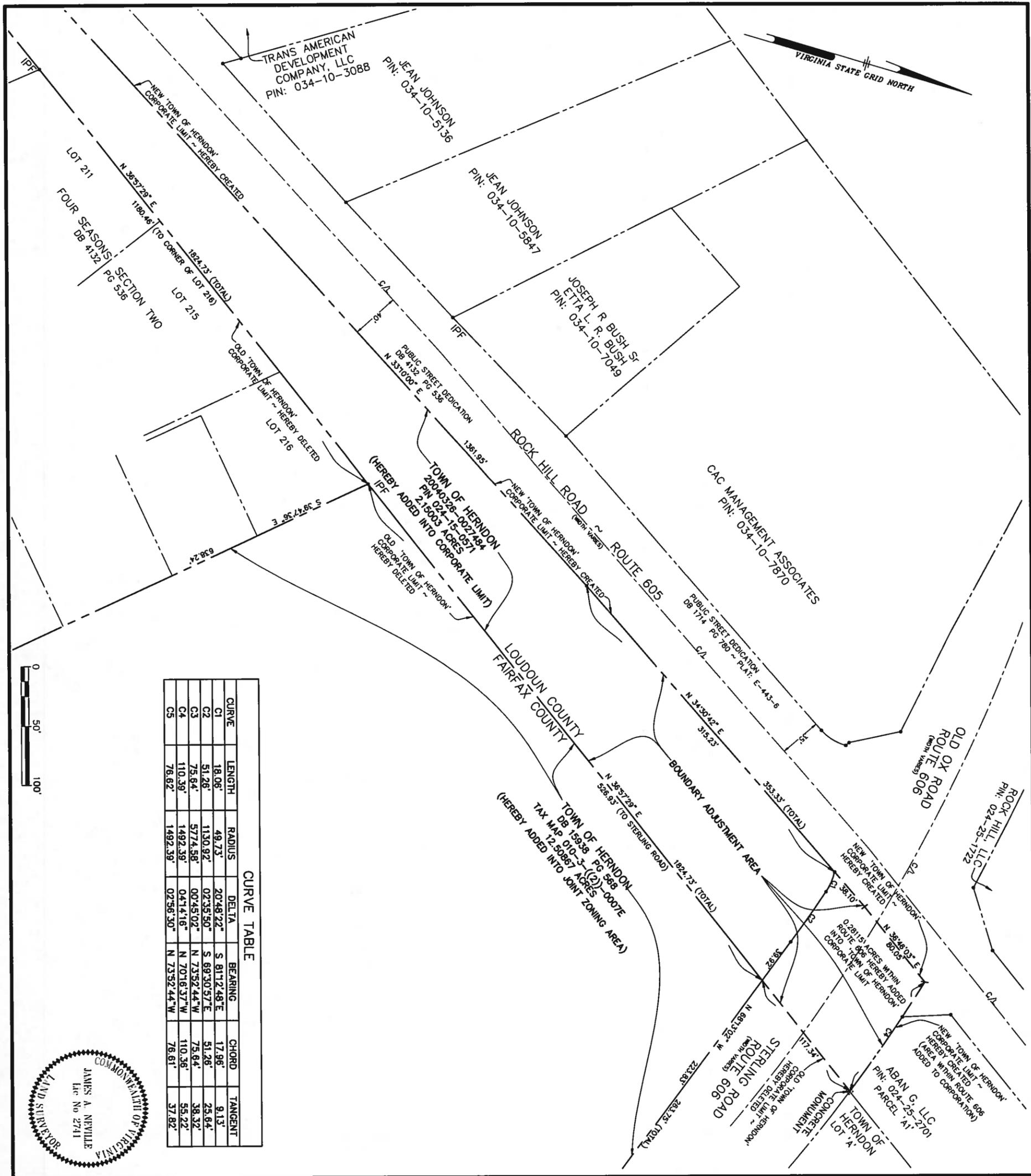
BOUNDARY ADJUSTMENT  
PROPERTY OF THE TOWN OF HERNDON  
WITHIN LOUDOUN COUNTY  
RELOCATION OF TOWN OF HERNDON  
CORPORATE LIMIT

TOWN OF HERNDON  
PROPERTY OF  
TOWN OF HERNDON  
730 ELDEN STREET  
HERNDON, VIRGINIA 20170

DATE	NO.	REVISIONS	BY







**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD	TANGENT
C1	18.06'	49.73'	20°48'22"	S 81°12'48"E	17.86'	9.13'
C2	51.26'	1130.92'	02°35'50"	S 89°30'57"E	51.26'	23.64'
C3	75.64'	5774.58'	00°45'02"	N 73°52'44"W	75.64'	38.32'
C4	110.39'	1492.39'	04°14'16"	N 70°16'37"W	110.39'	55.22'
C5	76.62'	1492.39'	02°56'30"	N 73°52'44"W	76.61'	37.82'



**Pennoni Associates Inc.**

208 Church Street, SE  
Leesburg, VA 20175 - 703.777.3616

**Engineers • Surveyors • Planners • Landscape Architects**

SCALE	DATE
1"=50'	2013-07-09
DRAWN BY	APPROVED
JAN	JAN
DRAWING NO.	
<b>HERN1208-VW-BND</b>	

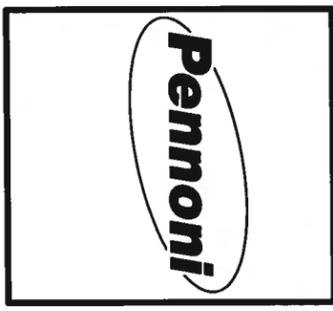
PROJECT NO.	SHEET
HERN1208	3 OF 4

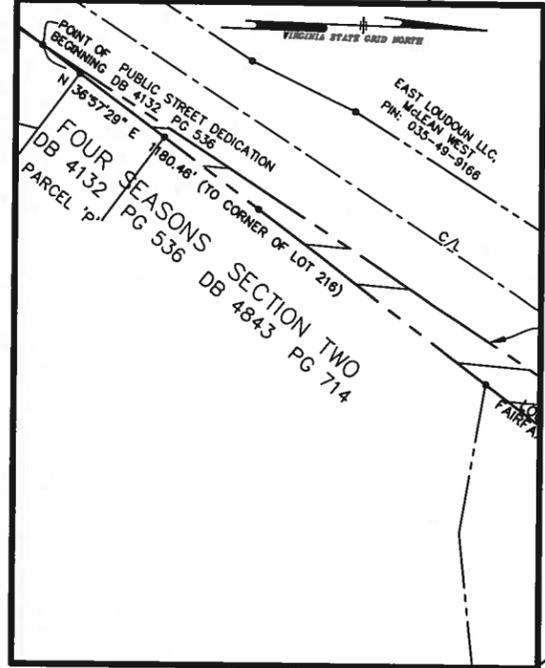
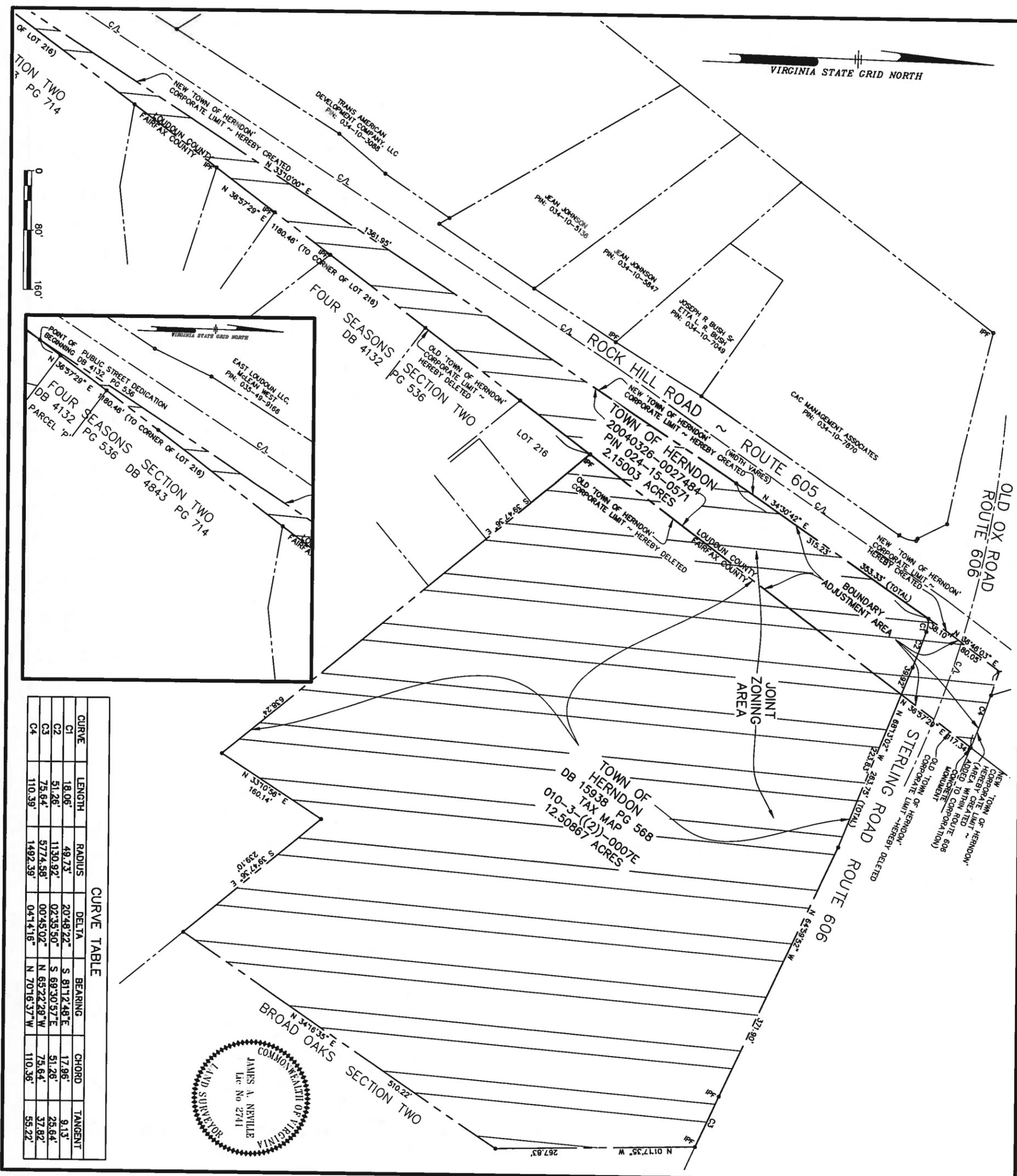
ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE THE PROPERTY OF PENNONI ASSOCIATES AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PENNONI ASSOCIATES. PENNONI ASSOCIATES SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

**BOUNDARY ADJUSTMENT  
PROPERTY OF THE TOWN OF HERNDON  
WITHIN LOUDOUN COUNTY  
RELOCATION OF TOWN OF HERNDON  
CORPORATE LIMIT**

**TOWN OF HERNDON**  
PROPERTY OF  
TOWN OF HERNDON  
730 ELDEN STREET  
HERNDON, VIRGINIA 20170

DATE	NO.	REVISIONS	BY





CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD	TANGENT
C1	18.06'	49.73'	20°48'22"	S 81°12'48"E	17.96'	9.13'
C2	51.26'	1130.92'	02°35'50"	S 69°30'57"E	51.26'	25.64'
C3	75.64'	5774.58'	00°49'02"	N 65°22'28"W	75.64'	37.82'
C4	110.36'	1492.39'	04°14'16"	N 70°16'57"W	110.36'	55.22'



**Pennoni Associates Inc.**

208 Church Street, SE  
Leesburg, VA 20175 - 703.777.3616

Engineers • Surveyors • Planners • Landscape Architects

SCALE	DATE
1" = 80'	2013-07-09
DRAWN BY	APPROVED
JAN	JAN
DRAWING NO.	
<b>HERN1208-VW-BND</b>	

PROJECT NO.	HERN1208
	SHEET
	4 OF 4

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE. IN RESPECT OF THE PROJECT HEREIN, WE HAVE NOT INTENDED OR REPRESENTED TO BE SURVEYORS OR ENGINEERS OR OTHERS IN THE EMPLOYMENT OF THE TOWN OF HERNDON. THE TOWN OF HERNDON IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. PENNONI ASSOCIATES WILL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. PENNONI ASSOCIATES WILL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. PENNONI ASSOCIATES WILL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

BOUNDARY ADJUSTMENT  
PROPERTY OF THE TOWN OF HERNDON  
WITHIN LOUDOUN COUNTY  
RELOCATION OF TOWN OF HERNDON  
CORPORATE LIMIT

**TOWN OF HERNDON**

PROPERTY OF  
TOWN OF HERNDON  
730 ELDEN STREET  
HERNDON, VIRGINIA 20170

DATE	NO.	REVISIONS	BY

