

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 LOUDOUN, a political subdivision of the Commonwealth of Virginia, pursuant to Chapter 32 of Title 15.2 of the Code of Virginia (1950), as amended.

**REPLY OF THE TOWN OF LEESBURG
IN SUPPORT OF NOTICE OF INTENTION TO PETITION
FOR ANNEXATION OF TERRITORY IN THE COUNTY OF LOUDOUN
AND SUPPORTING MATERIALS**

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Kaj H. Dentier

Town Council of Leesburg

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Neil Steinberg, Vice Mayor
Ara Bagdasarian
Zach Cummings
Kari Nacy
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Dated: October 13, 2023

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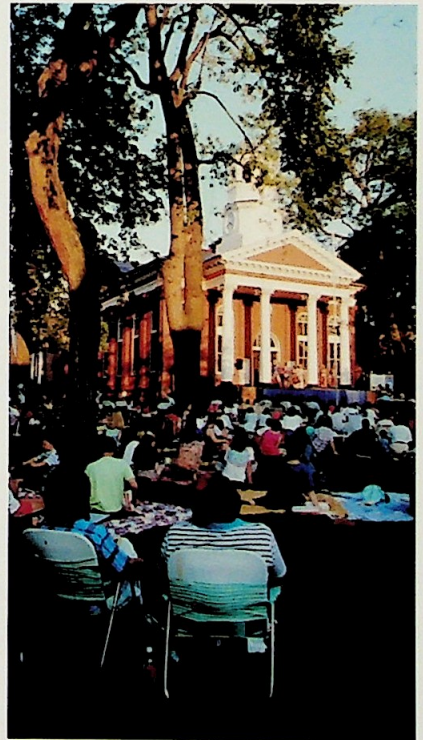
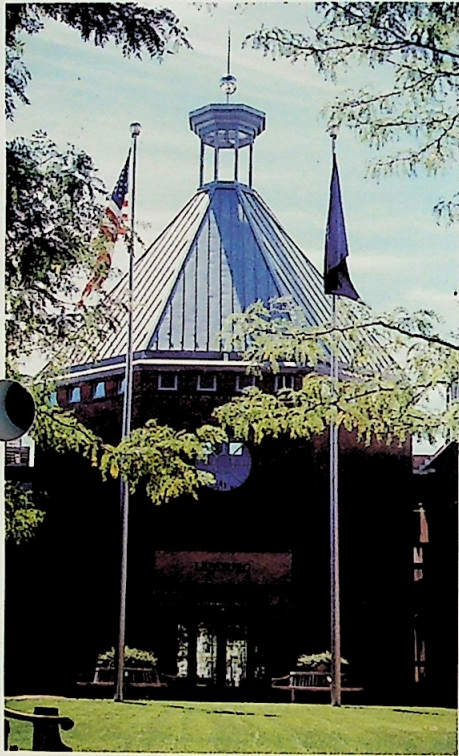
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1997

TOWN PLAN



LEESBURG ■ VIRGINIA

INTRODUCTION

URBAN
GROWTH AREA

ENVIRONMENT

POPULATION, HOUSING AND
COMMUNITY DEVELOPMENT

ECONOMIC
DEVELOPMENT

Given the town's present involvement and future interests in the surrounding area, it is appropriate for the Town Plan to express recommendations for the planning and development of the Greater Leesburg Area. The following subjects are addressed in this context: Boundaries, Land Use, Utilities and Transportation.

BOUNDARIES

Overview

If Leesburg and Loudoun County are to avoid the continuous sprawl that characterizes unfocused growth, it is essential to set well-defined and strongly defensible planning area boundaries. This plan endorses the concept of an Urban Growth Area (UGA) which establishes an intermediate development staging boundary to ensure orderly and efficient outward growth of the town. The UGA is defined by major natural features; its defense is dependent on strong policy, planning and regulatory backing of both the town and the county. The relative sizes of the existing town boundary and the UGA are shown below:

**Table 1.1
Relative Size of the Corporate Limits and Urban Growth Area**

Geographic Area	Acres	Percentage of Total Area
1996 Corporate Limits	7,434	52%
Urban Growth Area (UGA)	7,000	48%
Total Area	14,434	100%

Urban Growth Area

Loudoun County's General Plan designates an Urban Growth Area (UGA) around the incorporated towns in the county. The purpose of the UGA is to direct growth to areas where public services such as sewer and water are more readily available and to preserve the rural character of the surrounding land. This County Plan takes the policy position that public sewer and water extensions will be restricted to UGAs and that the towns will provide those utilities; as water and sewer service is extended into UGAs, the county will encourage annexation of the area by the towns.

Leesburg's UGA, designated by the county in consultation with the town, is shown on Map 1.1. The UGA is defined by a combination of natural and political boundaries: the Potomac River and Goose Creek on the east, Sycolin Creek on the south, and essentially the existing town limits on the west and north. About 7,000 acres in size, the UGA is situated almost entirely to the south and east of town. The County Plan projects the Town's growth will be concentrated toward the urbanizing eastern part of the county, with Leesburg serving as the western anchor for development along the Route 7 and Dulles Greenway corridors.

Because the UGA is an area for potential annexation, any development proposed there is of paramount concern to the town. The recommendations in the following sections therefore focus primarily on the UGA and are intended to ensure that planning for the UGA is consistent with this plan's vision of the future Leesburg.

Sycolin Creek and as far as Route 15 north of the Sycolin. Between the Dulles Greenway and Route 7, business uses (large-scale retail trade, office and light industrial uses) are recommended. The Plan calls for continuation of industrial uses in the quarry area southeast of town. The remainder of the Greater Leesburg Area is treated as a rural area in the County Plan.

UTILITIES

Leesburg has long planned for providing sewer and water service beyond its boundaries. The town's Sewer and Water Master Plan is based on a projected service area that covers about half of the Greater Leesburg Area, including most of the Urban Growth Area. The service area was proposed in the mid-1970's as the potential service area for a new town sewage treatment plant; it includes the watersheds of Big Spring, Cattail Branch, Tuscarora Creek and its Dry Mill Branch, and the lower portion of Sycolin Creek, including a northern branch of the Sycolin.

The service area was defined in terms of physical characteristics of the land rather than political boundaries; on that basis, it could reasonably include all of the Sycolin watershed. Both the water treatment plant and the water pollution control facility have been expanded to meet growing demand and are capable of further expansion. (See Public Services element.)

While the capability exists to serve an extended area, the public and private costs associated with extending service make it prudent to manage growth so that new development occurs as close as possible to existing utility service infrastructure. It has been the policy of Loudoun County to discourage development requiring public sewer and water service or package treatment plants outside town Urban Growth Areas. However, the County encourages the development of communal treatment facilities in the rural areas for the development of rural villages and for institutional uses.

TRANSPORTATION

Leesburg is situated at the crossroads of three major regional highways: U.S. Route 15, State Route 7, and the recently completed Dulles Greenway. Collectively, these roads carry a considerable volume of commercial and commuter traffic. Route 7 is particularly important as a direct link connecting western suburban areas in Virginia and West Virginia with the more densely developed areas of Northern Virginia and Washington, D.C. Route 15 provides an alternative to congested Interstate 95 for north-south traffic in the mid-Atlantic region; it has the first bridge crossing the Potomac west of the Capital Beltway (Interstate 495). The Route 15 corridor and a parallel corridor between Leesburg and Goose Creek have been suggested as possible locations of a future "outer beltway" or western bypass of the Washington area. The Greenway, a 14-mile extension of the existing Dulles Toll Road from Dulles Airport to the Route 7/15 Bypass in Leesburg, is not fully utilized and is expected to be a significant traffic reliever to Route 7 in the coming years.

Route 15 and Route 7 also serve as the principal local arterial roads of the Greater Leesburg Area, which contributes to congestion, particularly on Route 7. A significant project that will address both local and regional needs is major improvements to Route 7. The improvements planned for Route 7 include upgrading to six lanes between the bypass and Route 28 and ultimate conversion to limited access between Leesburg and the Fairfax County line. West of Leesburg, two lanes are being added to make Route 7 a four-lane divided highway between Leesburg and Winchester.

While Route 7 will continue to serve local as well as through traffic, the Dulles Greenway will have limited use for local traffic. Initially, its only access points in the GLA will be its connection to the Route 7/15

Bypass and the interchange with Belmont Ridge Road (Route 659) on the GLA boundary. Eventually, two additional interchanges within the GLA are planned, one with Battlefield Parkway in Leesburg and another with a realignment of Route 653 south of Leesburg Airport.

The realignment and upgrade of Route 653 is one of the major improvements planned for the local network in the GLA. It will be the principal arterial through the Urban Growth Area, linking Route 7 East, the Dulles Greenway, and Route 15 South. Another is the proposed upgrading of Route 643 to arterial standards in the Greater Leesburg Area. East of Goose Creek, Route 643 will connect into a realignment of Route 640 and Route 625 to form a third arterial route (in addition to Route 7 and the Dulles Greenway) linking Leesburg with the Route 28/Dulles corridor.

The portion of realigned Route 653 between Route 7 and the Dulles Greenway and the upgrading of Route 643 are both essential for any significant development to occur in the portion of Leesburg's Urban Growth Area designated for "business community" land uses. With the Dulles Greenway and the improved Route 7 both limited access facilities, primary access to properties in that area will be from Routes 643 and 653.

The Dulles Greenway offers important opportunities to expand the availability of transit alternatives in Leesburg and the Greater Leesburg Area. The road design includes space for future addition of rail in the median strip. This is a long-range potentiality; at the present time state transit planners propose rail service in the Dulles Toll Road/Greenway corridor only as far west as Dulles Airport initially. An option is the provision of a park-and-ride lot in connection with bus service using the Dulles Greenway. Leesburg is a strategic location for an intermodal transfer point. Several commuter routes converge in Leesburg, feeding traffic onto Route 7 East. A park-and-ride facility at or near a Dulles Greenway interchange in the vicinity of the airport would be easily accessible to this traffic via the future system of limited access roads around Leesburg. Such a location could also make productive use of land that has use restrictions because of proximity to the airport.

In addition to these major roads, a number of transportation options exist in the Urban Growth Area. These include the Western Regional Park and Ride Facility, ridesharing, commuter bus services, and the potential for future rail service to eastern Loudoun County.

GOALS AND OBJECTIVES

Goals

- To influence land use decisions within the Urban Growth Area.
- To preserve and enhance Leesburg's role as Loudoun County's principal government, commercial and cultural center and a major residential center.

Objectives

- Assure that the Town of Leesburg will continue to serve as the county seat and principal location of county government offices.
- Encourage the phasing of development gradually outward from the town limits within the Urban Growth Area.
- Protection of the western ridge line and the 100-year floodplains of Goose Creek, Sycolin Creek, Big Spring and Limestone Branch as visual features that define the character of the Leesburg area.

IMPLEMENTATION PROGRAM

Policies

The Plan recognizes the two major town interests in the Urban Growth Area as intergovernmental coordination in planning and the protection of the town's identity as a separate urban area.

Land Use

The Town of Leesburg endorses this general development pattern. The following policies are intended to guide the town's response to county referrals of development proposals in the Urban Growth Area.

1. Techniques such as clustering and density bonuses should be employed to protect the natural character of the greenbelt at the edges of the Urban Growth Area.
2. Generous setbacks (not less than setbacks required by current ordinances) and extensive landscaping should be employed in any development along major transportation corridors such as Routes 7 and 15 to maintain scenic views and identifiable entrances to the urbanized portion of the Urban Growth Area.
3. The town encourages development of employment uses in the industrial area southeast of town and around the municipal airport, particularly within the Ldn 65+ (a noise level inappropriate for residential uses) noise zone. Development in the airport area will be compatible with airport height and use restrictions. (See Environment Element for specific policies regarding airport noise.)
4. Aside from areas where employment uses are preferred, the town encourages mixed use development in the Urban Growth Area between the Route 7 and Dulles Greenway corridors.
5. The town encourages establishment of a major regional retail center in the Dulles Greenway corridor in the vicinity of the future interchange with relocated Route 653.
6. The western ridgeline and the Goose and Sycolin Creek 100-year floodplains will be treated as permanent greenbelts around the town.

Utilities

The following policies are formulated with reference to current agreements between the Town of Leesburg and Loudoun County and relevant county planning policies.

1. Town infrastructure shall be extended into the urban growth area only where property to be served in the urban growth is adjacent to developed property within the town limits.
2. There will be no public water and sewer extensions or package treatment plants outside the Urban Growth Area unless by mutual agreement between the town and county.
3. Development within Leesburg's Urban Growth Area will be served by public sewer and water provided by the Town of Leesburg at the town's option.
4. Extension of sewer and water service by the Town of Leesburg to areas outside the town limits will be grounds for annexation of those areas.

Transportation

1. The town strongly supports extension of bus and rail service to Leesburg in the Dulles Greenway corridor.
2. Upgrading of Route 643 and relocation of Route 653 will be priority transportation improvements sought by the town and county.
3. The town encourages location of a park-and-ride facility at an intersection of the Dulles Greenway interchange with Battlefield Parkway.

Action Program

The town will undertake the following actions to influence planning for the Urban Growth Area:

1. The town will develop an agreement with Loudoun County that gives the town effective control and final approval authority over development within the town's Urban Growth Area.
2. The town and county will develop a joint review process for development within the Urban Growth Area.
3. The town will work closely with the county and the Virginia Department of Transportation to secure upgrade of Routes 643 and 653 in the Urban Growth Area through a combination of public and private financing.
4. The town and county will work through state and regional transportation agencies to implement the Route 7 Corridor Plan.
5. The town and county will undertake a study to determine the most appropriate means of providing utility service in those parts of the Urban Growth Area.
6. The town will be actively involved in determination of any new planning area to replace L.A.M.P.

Annual Urban Growth Area Element Review Criteria

In order to measure the town's success in influencing development in the surrounding area of interest to the town, track the following:

- Amendments to the AADPs, the LAMP, and other county planning documents affecting the GLA.
- Changes in land use, zoning and special use permits in the area.
- Demand for utility service.
- Condition of the Goose and Sycolin 100-year floodplains.

Forecast

The population forecast for Leesburg is derived from the Loudoun County portion of the Metropolitan Washington Council of Governments (COG) projections for the region. The town's population is calculated as a percentage of the county's. Table 3.12 shows the COG projections for Loudoun County and the derivative projections for Leesburg. It should be noted that projections beyond 10 years are highly conjectural.

The Leesburg projections are based on growth anticipated within the present municipal boundaries only. Future population levels would be greater if the town were to annex developing portions of its Urban Growth Area. For example, residential development currently proposed in the eastern portion of the town's Urban Growth Area could house a population of about 7,000.

**Table 3.12
Actual and Projected Population, 1990 - 2015**

TOWN OF LEESBURG AND LOUDOUN COUNTY			
Year	Loudoun	Leesburg	Town Share
1990	86,129	16,202	18.8%
1995	106,350	20,750	19.5%
2000	129,800	25,700	19.8%
2005	154,500	30,900	20.0%
2010	180,500	36,100	20.0%
2015	208,100	41,600	20.0%
<i>Sources: 1990 U.S. Census and MWCOG Round V Forecast</i>			

Housing Projection

Table 3.13 shows the approximate number of housing units that would be needed to accommodate the population growth projected in Table 3.12. This housing inventory need does not differentiate among housing types and assumes the same overall persons-per-unit and vacancy rates found in the 1990 Census.

**Table 3.13
Housing Demand
Based on Projected Population**

Year	Population	Housing Units
1990	16,202	6,994
1995	20,750	8,800
2000	25,700	10,900
2005	30,900	13,100
2010	36,100	15,300
2015	41,600	17,600
<i>Source: Leesburg Planning Department</i>		

Intergovernmental coordination

Leesburg is located in the heart of Loudoun County. As a town, Leesburg is dependant on the county for a variety of services. Therefore, the county owns land in the town for a variety of services as indicated below:

Purpose	Acreage
General Government	26
Schools	167
TOTAL	193

Loudoun County owns approximately 193 acres of land within Leesburg. Of this total, the county school board controls 167 acres, mostly in public school sites. The County Board of Supervisors controls the remaining 26 acres. The Loudoun County jail, located in downtown Leesburg next to the court complex, is primarily a holding facility for persons awaiting trial and for detention of those serving sentences of up to two years. Plans are developing to expand the facility or to move from the present location.

Several county facilities are located on an 88-acre county owned tract just outside the town limits near the municipal airport and are served by town utilities. They include a vehicle maintenance facility, the fire and rescue training center, the central computer facility, a youth shelter, and temporary housing for families transitioning out of homeless status. The county is planning to construct a regional juvenile detention facility at this location.

In recent years the county has explored various options for consolidating its government operations in a single facility, either in or outside Leesburg. The town has strongly supported retention of the county government offices in Leesburg.

PUBLIC UTILITIES

Public utilities in the context of this chapter include the Town's water treatment plant, three water wells and the Leesburg Water Pollution Control Facility (sewage treatment plant).

Water Supply and DemandTown role/responsibilities

The town is responsible for procurement, treatment and distribution of potable water within the town limits. Within the Urban Growth Area, the town has the option of providing service or allowing another provider (See Element 1).

Existing demand (based on current population and development)

The 1994 average daily water demand generated by both residential and non-residential uses was 2.7 MGD (average usage for the entire year) which equates to a rate of 126 gallons per capita per day (estimated service population of 21,146). Table 5.1 illustrates the existing and proposed capacities and demands. In 1994, Leesburg supplied public water to approximately 6,639 customers (customer is defined as a single service connection).

The Land Use Element is designed to serve as a guide for public and private development decisions through the year 2015. Although all development envisioned by the Plan may not occur during this period, development which does occur can be coordinated with the town's goals and objectives for physical development.

While the Land Use Element technically is policy and not law, it is vitally important to the town and its developers. The Land Use Element is the basis for evaluation of rezonings. In addition, it sets forth numerous land use policies, action programs or review criteria that must be implemented. New or revised ordinances that manage growth and development must be adopted. The Land Use Element serves as the basis for the town's land use regulations, including the zoning and subdivision ordinances and rezoning of land. It indicates the types of zoning districts needed, the recommended location and design guidelines for different land use types, and specific areas requiring regulatory attention.

EXISTING CONDITIONS

Historical Patterns

The historic core of Leesburg reflects the mixture of land uses commonly found in traditional town centers, such as business and government facilities, interspersed with residential uses. These land uses are concentrated along the intersecting principal thoroughfares (Routes 7 and 15). Other streets in the downtown grid also contain mixed uses but are primarily residential in character. This arrangement--compact, convenient and pedestrian-oriented--prevailed for the town's first two centuries, 1700s and 1800s. The only significant change was the addition of some industrial and transportation-related uses (quarry, stockyard, etc.) in the vicinity of the rail depot on the southeast edge of the old town.

Leesburg's rapid growth over the past 40 years added large areas of single-use development: residential subdivisions beyond the downtown core and extension of the commercial district along Route 7 (East Market Street) and Route 15 (South King Street at Catocin Circle). These newer areas reflect the segregation of uses that has become both possible and prevalent in our automobile-reliant age. In recent years, large-scale, suburban-style residential development has appeared on the town's periphery.

Current Land Use

The land use profile shown in Table 6.1 is based on a December 1991 inventory by town staff and Planning Department records of development through April 1993. The profile indicates that nearly half of the town's land area is vacant or undeveloped (i.e., unimproved or used for agricultural purposes). This is due to the largely undeveloped land area which was annexed in 1984. About 10 percent of the undeveloped land has been platted for residential subdivisions that are not yet built.

development that is "in the pipeline." It includes the remaining lots in subdivision sections that are not yet fully built out; it does not include future sections or phases of a subdivision that do not yet have final town approval.

- **Proposed But Not Finally Approved:** This section includes all additional development that has been proposed and has some form of preliminary approval by the town, for example, approved rezoning. All development proposals in this section are technically "under review" by the town, although a number of them have been inactive for some time.

Table 6.3
Existing and Proposed Development
in Selected Land Use Categories

	Existing Development*	Approved But Not Yet Built	Cumulative Town Total	Proposed But Not Finally Approved	Cumulative Town Total
RESIDENTIAL	7,592 DU 1,631 AC 4.65 DU/AC	1,640 DU 474 AC 3.46 DU/AC	9,232 DU 2,105 AC 4.39 DU/AC	4,807 DU 1,399 AC 3.44 DU/AC	14,039 DU 3,504 AC 4.01 DU/AC
RETAIL / COMMERCIAL	1,784,500 SF 205 AC .20 FAR	565,934 SF 64 AC .20 FAR	2,340,434 SF 269 AC .20 FAR	878,561 SF 97 AC .21 FAR	3,228,995 SF 366 AC .20 FAR
OFFICE	1,168,100 SF 170 AC .16 FAR	578,538 SF 39 AC .34 FAR	1,746,638 SF 209 AC .19 FAR	5,020,109 SF 331 AC .35 FAR	6,766,747 SF 540 AC .29 FAR
INDUSTRIAL	168,000 SF 121 AC .03 FAR	483,100 SF 32 AC .35 FAR	651,100 SF 153 AC .10 FAR	2,804,577 SF 240 AC .27 FAR	3,455,677 SF 393 AC .20 FAR
* As of April 1, 1993 Source: Department of Planning, Zoning and Development, April 1993					

Based on Land Use

Speculative development proposals during the 1980's produced an abundance of zoned but undeveloped land in all categories. It can reasonably be assumed that some portion of these proposals will be modified in response to market demands over the next few years. Therefore, Table 6.3 is useful primarily as an indicator of past trends and the extent to which vacant land in the town has been at least tentatively committed to a particular type of use.

- **Residential:** By 1993, Leesburg's average residential density increased from 3.5 dwelling units per acre (1986) to 4.65 dwelling units per acre. This increase is attributable to the addition of a large number of apartment units in the late 1980's. Multi-family units accounted for 35 percent of the housing stock in 1986 but more than 40 percent by 1990. However, the trend in future development that is approved or proposed is toward town houses and single family detached housing; it accounts for 49 percent of the units in the approved "pipeline" and 40 percent of the proposed-but-not-approved housing. Over the last decade, the most notable residential development activity occurred in the Exeter and Potomac Crossing planned development, both located in the northeast quadrant of town adjacent to the Route 15 Bypass. Other significant

bypass. Catocin Circle was originally intended to completely encircle the town. However, by its acceptance of the gift of 142 acres which became Ida Lee Park, the town effectively terminated Catocin Circle at the Park. The planned functionality of this road will not be achieved.

The Route 15 Bypass more effectively performs “bypass” functions. However, its function too, is hampered by points of resistance created by incomplete intersection/interchange implementation, e.g. the installation of traffic signals which provide an interim condition pending construction of more appropriate interchange design at an undetermined point in the future. These future planned and potential improvements are discussed under “Implementation Program” which will stem the functional decline of this road, if not improve it in the long run.

A third circumferential road, Battlefield Parkway, is planned near the approximate vicinity of Route 654.

In the downtown area, the grid street pattern (straight streets forming blocks of land) has a human scale that encourages pedestrian use and contributes to the ambience of the Historic District. The grid street pattern has become a hallmark of the neo-traditional town planning concept that is undergoing a renaissance in the nation. This pattern disperses traffic evenly throughout the grid compared to non-grid patterns which concentrate traffic on limited numbers of roads. The grid pattern has been recently acknowledged by traffic planners and community designers as desirable due to this efficiency as well as its attractiveness from a neighborhood design perspective. Therefore, the grid street pattern will be encouraged in new development as well as in existing development within the Old and Historic District.

The radial streets, namely Route 7, Route 15 and the Dulles Greenway, connect the two circumferential roads, with outlying areas. It is intended that Route 7 east of town will function as a limited access roadway.

Functional Classification

Functional classifications of streets are the various sizes of streets that serve different purposes and comprise the road network. The existing public street network is divided into several functional classifications as detailed in Table 8.2 and summarized below:

- Limited Access
- Major Arterial
- Minor Arterial
- Through Collector
- Local Collector
- Local Street

It is important to distinguish between these functional classifications in this plan for the following reasons:

- Each classification serves a different purpose, and serves or impacts the adjoining property differently.
- Each classification has unique characteristics such as the number of lanes and varying access restrictions that ultimately affect road capacity and speed limits.
- Each classification requires different amounts of right-of-way which must often be reserved or

be subject to VDOT approval.

6. Existing businesses fronting Route 7 are encouraged to obtain access from parallel access roads and future developments will be required to obtain primary access from parallel access roads when those roads come into existence.

Route 15 Bypass (north of Route 7)

1. Widen to 4 lanes divided.
2. Provide grade-separated interchanges at Battlefield Parkway and Edwards Ferry Road.
3. Modify access from Fort Evans Road to connect to newly constructed collector/distributor road paralleling the Route 15 Bypass between Market Street and Edwards Ferry Road. No direct access shall be provided from Fort Evans Road to the through lanes of the Bypass.

Western Bypass

1. Assure that the selected alignment improves access to the greater Leesburg area while minimizing the negative impacts of noise, air pollution and excessive traffic on the town.
2. The town strongly urges that only a limited access divided highway that extends across the Potomac River into Maryland be considered. The town adamantly opposes any alignment for the Bypass corridor that terminates on Route 7.
3. As a part of the development of a Western Bypass corridor, the town expects the Virginia Department of Transportation to model the County's road network, including the proposed location and interchanges of the Western Bypass, prior to funding or preliminary design of the corridor. The results of such modeling will be presented to the town. Any portions of the network that are degraded as the result of trips added due to the addition of the Western Bypass are expected to be mitigated by the State or Federal governments as a condition of endorsement of the bypass by the town.
4. Upon selection of an alignment for the Western Bypass and upon receipt of the VDOT traffic modeling, the town shall review and revise this Town Plan Element as appropriate.

Major Arterials:

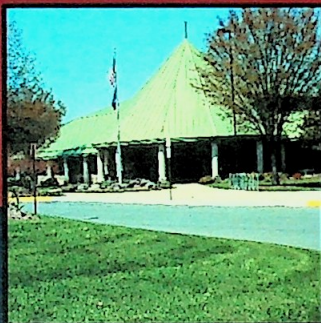
Battlefield Parkway (overall)

1. Limit the number of at-grade intersections to minimize access points.
2. Consider designating Battlefield Parkway a memorial parkway with a significant treescape as a component of the total design theme, incorporating this function consistent with all required road design standards.
3. The dedication of right-of-way, construction, and completion of all of Battlefield Parkway to ultimate functional classification design standards as indicated on the Transportation Policy Map is a top priority of the town in furtherance of the 1996 Transportation Study.

LEESBURG



TOWN PLAN



SEPTEMBER 14, 2005

Introduction

vital relationship between transportation and land use. The interstate nature of the situation is further exacerbated by the separation of regional transportation decisions from local land use decisions.

Leesburg's location at the crossroads of two major highways, Route 7 and U. S. Route 15, and at the western end of Dulles Greenway is a critical point in the region's highway network. The long-range proposal is to extend the Metro Orange line to Leesburg but uncertain funding, timing, and station locations complicate the Town's ability to effectively plan for it.

Two particular environmental resources tie Leesburg to the rest of the region. Air and water quality, which are affected by local decisions throughout the region, are subject to regulations applied at the regional level. The metropolitan Washington region is in "non-attainment" for ozone according to the provisions of the Clean Air Act. Leesburg is a small

part of the metropolitan Washington region for air quality planning purposes. However, though the Town is not a major contributor to the air quality attainment issue any penalties given that reduce federal infrastructure funds to the region would apply to Leesburg as well.

The Federal Clean Water Act, because of the reduced quality of the region's streams, requires all jurisdictions to comply with regulations pertaining to stormwater flowing from yards, parking lots, and streets into watercourses, the National Pollution Discharge Elimination System.

This Town Plan recognizes the influence of these regional issues on Leesburg. They translate into tremendous opportunities but also potentially negative impacts. The challenge to the Town is how well it can take advantage of the opportunities while minimizing the negatives.

Urban Growth Area and Joint Land Management Area

Leesburg's Urban Growth Area (UGA) is situated almost entirely to the south and east of the corporate limits and contains about 7,000 acres. The UGA was established in the 1991 General Plan and designated by the County in consultation with the Town. In that plan the County recognized that the concept of the UGA was a means to guide growth in the area around the Town. The policies established in the 1991 General Plan committed to a framework for joint planning and development review by the Town and the County within the UGA, which became the planning area used in the 1997 Town Plan.

The 2001 Loudoun County General Plan updated the UGA and re-established it as a Joint Land Management Area (JLMA). The JLMA boundary of the 2001 Plan is similar to the Urban Growth Area of the 1991 General Plan and the 1997 Town Plan, but reduced in area. Also reduced in the 2001 General Plan are the densities of residential developments in a portion of the UGA, the removal of Crosstrail Boulevard between the Dulles Greenway and Route 15, the removal of land areas between Route 15 and the Dulles Greenway, and the elimination of a small

portion of the UGA on the north side of the Route 15 corporate limits.

From Leesburg's perspective, establishment of the JMLA was not a true joint planning effort, nor were the boundaries mutually agreed upon. As a result, this Town Plan continues to use the UGA as the extent of its area of extraterritorial planning, in which the Town wishes to make land use recommendations to the County. Nevertheless, it is understood that the County retains jurisdictional authority over areas outside the Town's boundaries.

Upon adoption, this Plan will be used by the Town to initiate a new joint planning effort. It is important for several reasons. Only through joint planning will Leesburg create compatible land uses outside of the Town. This is critical for the future of Leesburg Executive Airport and for the Town's economic development goal to diversify its tax base. In addition, traffic generated outside the Town will make use of roads leading to and through Leesburg. Finally, it is important, with significant fiscal implications, to ensure that the Town's goals and coverage areas for water

and sewer service be stated in the Town Plan.

In addition to the UGA/JLMA, the Town and County have another planning relationship. The Annexation Area Development Policies (AADPs) date from the Town's annexation of almost 10,000 acres in 1984 and are in effect until 2009. The AADPs are land use policies, as well as policies for providing community facilities to support those land uses, for the newly annexed area (generally between the Bypass and the Town's current boundaries). The AADPs also established a joint committee to review the policies every five years' although the scheduled 2004 review did not take place.

The AADPs were in part based on an earlier joint planning effort, the Leesburg Area Management Plan (LAMP). LAMP became the basis for policies in the 1991 and subsequent County General plans and the 1986 and 1997 Town plans.

A renewed joint planning effort will establish a mutually agreeable plan that will guide development regardless of the jurisdictional boundaries.

Plan Implementation and Monitoring

The 2005 Town Plan is a dynamic document, which is actively used by the Town Council, the Planning Commission, Town government staff, and the public at large to formulate and guide decisions about the built and natural environments. Both the public and private sectors are participants in development, and implementation of the Plan is a joint effort.

In order to ensure that the Plan has a dynamic character, the community and the Town government need to review and update the Plan on a frequent basis, perhaps more often than the five year mandate by the Code of Virginia given the pressure for increased development in Leesburg and Loudoun County. Citizen participation in the planning process is a critical element in making the Town Plan successful.

Community Design

Objective 4. Ensure that development in the UGA/JLMA is appropriately designed.

- a. Maintain a good working relationship with the County and other governments, utilities, and agencies in the region to ensure appropriate design of their facilities.
- b. Coordinate with the County to ensure that its review of private development in the UGA/JLMA requires appropriate design.
- c. Work with all interested entities to develop design guidelines and other standards for appropriate design.

Land Use

Goal

Leesburg will offer a variety of land uses that are appropriately located and compatible to adjacent uses, that allow for diverse housing, employment, and retail and service opportunities, sufficient for the needs of the present and future while preserving the Town's green infrastructure and complementing its historic character.

For 250 years, the Town of Leesburg has evolved from a rural hamlet to the commercial center of western Loudoun County, one of the fastest growing counties in the nation. The pressures for growth in the Town are strong, nurtured by the robust regional economy that will continue to draw more businesses, government jobs and residents. Leesburg's challenge and vision is to accommodate its share of that growth while retaining and enhancing the town's character and quality of life.

The character of the Town is of paramount importance to Leesburg. In particular, the original Old and Historic District is the basis of Leesburg's identity. It is a compact, energizing mix of land uses; its blocks and buildings are pleasingly and conveniently human scaled; its streets, with automobiles tamed, glimpses of landmarks, and intimate views of architectural details, invite walking; its civic squares and rustic W & OD trail offer counterpoints of nature within a richly human environment.

The original Old and Historic District is cherished and its character and value should be further protected as downtown is expanded with major redevelopment and infill within the Bypass and along all major road corridors. In addition, much

of Northern Virginia's tourist attraction is its Civil War sites. Leesburg's development policies should protect Civil War and other historic sites and ensure that they are incorporated into any development as a valuable tourism destination.

The Town's more recent development, mostly outside the Bypass, should also be protected and enhanced. Seventy percent of Leesburg's housing stock was built after 1980 and 42 percent after 1990. These extensive residential areas and subdivisions provide a lower density pattern, wide streets, long blocks and more homogeneous types of buildings and designs than those within the Bypass. Future development and redevelopment should respect these existing residential areas by being compatible to the type and character of adjacent and nearby uses.

Low density residential development, without supporting nonresidential uses nearby, generates more and longer automobile trips. One way to minimize this traffic impact is to locate retail, service, and office uses near residential areas; and to locate these retail and service uses next to employment. Better integration of land uses will also improve pedestrian and bicycle mobility.

Land Use

Many of the objectives and land use categories of this Plan are intended to integrate and mix land uses in appropriate locations to reduce traffic problems.

To date, growth in the Town has been primarily the result of new development on vacant land with some redevelopment of existing uses or properties. Only 21 percent of the Town's total 7,588 acres remain available for development. As the supply of developable vacant land dwindles, redevelopment will play a greater role and will present new opportunities to integrate the goals and objectives of all elements of the Town Plan.

According to its round 7.0 projections, the Metropolitan Washington Council of Governments (MWCOC) projects the following for Leesburg by 2030, the horizon year for this Plan:

- 61,123 residents
- 21,787 housing units
- 31,268 employees.

The challenge for Leesburg will be to accommodate the projected increases in resident population, employees, businesses and housing while retaining and enhancing its character, services and quality of life.

The land use element of this Plan builds upon and integrates all of the guiding principles outlined previously in other elements of this plan and applies them to

future policy decisions of the Town Council, future administrative actions and future development applications. These principles have helped mold the goals and objectives of the land use element. The primary guiding principles of those goals and objectives are summarized below.

- Identify, protect, and restore a green infrastructure system
- Minimize adverse environmental impacts, such as air and water pollution, tree canopy loss, and noise
- Identify, protect and restore historic and archeological resources
- Address the quantity, quality and affordability of the housing supply
- Diversify the economy and build upon strengths of the region and the Town
- Approve development based upon attractive and functional community design standards
- Provide for a comprehensive park system
- Provide for community facilities that are cost-effective, equitable and environmentally sensitive
- Provide for a safe, convenient, efficient, transportation system

Such are the goals this Plan and these land use objectives seek to implement and apply in order to achieve well-designed, desirable land uses necessary to accommodate growth and maintain Leesburg's quality of life.

Objectives

The land use objectives are presented in two sets. The first is a set of objectives that address land use from a town-wide

perspective. The other is a set of objectives presented geographically, based on the four planning sectors (see the "Sector Objectives" and "Land Use Policy

Map” sections of this element) that include land both in the Town and the Urban Growth Area (UGA)/Joint Land Management Area (JLMA). The land use element concludes with a discussion of the Airport Area Land Use Policy Map.

For planning purposes, the Town has been divided into four sectors—Central, Northeast, Southeast and Southwest. They are delineated by the major arterial roads that accommodate regional traffic which result in physical divisions within the Town. The land use element utilizes the sectors to recognize geographic

differences and objectives, as well as to better distribute land uses so that each sector is self-sufficient in terms of housing, shopping and employment.

Land use objectives, the Land Use Policy Map, and the Airport Area Land Use Policy Map also address design and use of lands within the UGA/JLMA. It is understood that these properties are within the jurisdiction of Loudoun County and the contents of this Plan are intended as a starting point for a joint planning effort.

General Objectives

The means to achieve the goal of the land use element and the goals of the other eight elements of the Plan can be focused into these major land use themes:

- Protect resources
- Protect residential areas
- Preserve and expand town character in terms of uses and pattern
- Protect the airport
- Maintain supply of land for high wage employment
- Phase timing of development with adequate facilities
- Accommodate future growth

General land use objectives 1-15, below, are general land use objectives that represent a synthesis of the major objectives of the other elements of this Plan as they apply directly to land use. The land use objectives are designed to resolve the dynamic tension between current market forces and the overall vision for the Town. For example, the current demand for new housing and retail must be balanced with the

community’s desire to have land available when there is a market and where it is appropriate to build offices.

Protect Resources

Protection of natural and heritage resources is paramount to achieving the Town’s vision of preserving its quality of life. These two protections are essential first steps in determining the remaining land suitable for development or redevelopment.

Protect Residential Areas

Residential areas should be protected from incompatible uses and buildings as well as aircraft and traffic noise. Efforts should be made to maintain the quality of the housing stock as it ages, and additional housing should be available to accommodate future growth and a diverse workforce.

Land Use

Preserve and Expand Town Character

The Town's many historic resources, as well as the compactness, mixed uses, pedestrian friendly streets of the historic district, define Leesburg's identity and should serve as the model for future development. There is a desire to expand elements of the historic character outside the Bypass by encouraging new and infill development to use more efficient site planning principles and architectural features that reflect Leesburg.

Protect the Airport

The Leesburg Executive Airport is viewed as an economic engine for the Town. Land use decisions around the airport should prohibit residential intrusions and promote employment-generating uses that will support the airport.

Maintain Land Supply for Employment

The Town has a strong residential market and stock but desires additional local jobs to balance its economic base beyond the predominant retail/service and government jobs. Pressure to convert valuable non-residential land to residential has been constant. If Leesburg wants office, emerging technologies, or other high-wage employers, it must be willing to preserve the land until the market is ready.

Apply Mixed Use Concept

Having a mix of land uses in one location helps improve transportation in a number of ways. When uses are close enough to so people can walk among them it tends to reduce the number and length of automobile trips. In addition, increased densities in mixed use areas could improve bus transit by providing higher demand in a concentrated area. Mixed use areas should be considered in appropriate locations within the Town.

Phase Development

If uses are mixed and timed appropriately, the impact on existing facilities can be minimized. The community services and facilities element and objective 4 encourage the timing of development so that it is phased with public facilities being available.

Accommodate Growth

All projections lead to the conclusion that Leesburg and Loudoun County will continue to grow at a rapid pace. The challenge for the Town is to maintain its small-town character and quality while adding jobs and residents. The goals and objectives discussed previously culminate in the following land use objectives and the Land Use Policy Map in order to meet that challenge.

General Objectives

- Objective 1. Preserve natural and heritage resources and design development so that these resources are incorporated as amenities.**
- Objective 2. Development and redevelopment shall be compatible with the Town's character in terms of land use and design.**

Transportation

Objective 6. Promote and protect the Leesburg Executive Airport as a primary reliever airport within the regional air transportation system.

- a. Revise Town ordinances, as needed, to address applicable objectives within the adopted airport service plan related to protection of the airport and its air traffic patterns.
- b. Encourage the construction of the Battlefield Parkway and Crosstrail Boulevard interchanges on Dulles Greenway to improve automobile access to the airport.
- c. Prohibit residential development near the airport. (See the land use element for specific guidance.)

Objective 7. Encourage equitable distribution of financial responsibility for construction of off-site roadway improvements necessitated by new development in accordance with existing and potentially new methods for financing to mitigate these off-site development impacts.

- a. Seek proffers and conditions of approval to mitigate the transportation impacts of new development and redevelopment consistent with the findings from site-specific traffic impacts analyses prepared for all development applications.
- b. Use the table, “Off-site Transportation Cost Data” in Appendix B for evaluating rezoning and special exception applications and for quantifying potential fair-share contributions to offset new development impacts on the surrounding transportation system. The information presented in the table should be updated as necessary to reflect current year dollars and the most current trip generation data for the individual land uses.
- c. Consider adoption of a funding source pursuant to Virginia Code 15.2-2321 so that the Town is not so reliant upon developer proffers to obtain roadway improvements.
- d. Partner with state, regional, County, and local stakeholders to examine the potential for allowing “multi-modal development financial credits” against anticipated proffers collected for new projects as one means to encourage development patterns more supportive of pedestrian, bicycle, and transit modes of travel.
- e. Work with federal, state, regional, and County partners to make available additional funding options to resolve transportation problems.
- f. Consider adoption of special assessment districts pursuant to Virginia Code 15.2-5100 to fund transportation improvements benefiting a localized area.
- g. Consider the creation of guidelines formed under the Public-private Partnership Transportation Act to allow for this type of funding for needed transportation facilities.

Objective 8. Refine the Town’s street standards to address the function, aesthetics, safety, compatibility with the properties they serve, and cost of public maintenance. Furthermore, the revised standards should provide guidance for implementing design features that support multi-modal transportation and strengthen the local character of Leesburg.

- a. Update the design and construction standards manual (DCSM) to include design standards for integrating multiple modes of travel into single transportation corridors, including typical cross sections for various functional classification streets within the Town.
- b. Provide practices in the subdivision and land development regulations for protecting the historic character of Leesburg related to installing traffic calming measures, and building streets at a more human scale with appropriate streetscape enhancements.
- c. Consider overlaying a “street typology” on the existing functional classification system that relates various streets to the land uses they serve and incorporates principles of context sensitive design or neotraditional town planning in transportation planning to achieve a more sustainable transportation system.
- d. Revise the subdivision and land development regulations to incorporate recommendations in the new publication from the Virginia Department of Transportation entitled “Subdivision Street Design Guide.”
- e. Conduct education and enforcement programs as critical components in pedestrian and traffic safety.

Transportation Corridor Objectives

Limited Access Corridors:

Dulles Greenway (Route 7/15 Bypass to south corporate limits)

1. Encourage widening to six lanes with rail.
2. Establish grade-separated interchange with Route 653 and Battlefield Parkway.

Route 7 and Route 7/15 Bypass (excluding Route 7 within the Bypass)

1. The through traffic function of the Bypass will be protected by limiting the number of intersections and by grade-separating all permanent intersections when warranted by traffic. Funding for these improvements will be provided by development served by these intersections in proportion to their contribution of traffic upon build out. Provide grade-separated interchanges at Crosstrail Boulevard/River Creek Parkway, Battlefield Parkway, and South King Street. Provide flyovers at Keystone Drive, Cardinal Park Drive, and Sycolin Road.
2. Widen to six lanes.
3. The improvements for Route 7 on the transportation policy maps will be dedicated and constructed in conjunction with development.
4. Limit the number of new at-grade intersections with Route 7 in accordance with the Route 7 Corridor Plan and Annexation Area Development Policies (AADPs).
5. Continue the Loudoun Memorial Parkway landscaping and design concept for Route 7 within the Town. This concept will address sight distance and clear zone requirements and be subject to VDOT approval.

Transportation

6. Encourage existing businesses fronting Route 7 to obtain access from parallel access roads and future developments will be required to obtain primary access from parallel access roads when those roads come into existence.
7. Do not allow additional at-grade intersections along Route 7.

Route 15 Bypass (north of Route 7)

1. Widen to 4 lanes divided.
2. Provide grade-separated interchanges at Battlefield Parkway and Edwards Ferry Road.
3. Modify access from Fort Evans Road to connect to the newly constructed collector/distributor road paralleling the Route 15 Bypass between Market Street and Edwards Ferry Road. No direct access shall be provided from Fort Evans Road to the through lanes of the Bypass.

Western Transportation Corridor (formerly the Western Bypass)

1. Ensure that the selected alignment improves access to the greater Leesburg area while minimizing the negative impacts of noise, air pollution, and excessive traffic on the Town.
2. The Town strongly urges that only a limited access divided highway that extends across the Potomac River into Maryland be considered. The Town adamantly opposes any alignment for the Bypass corridor that terminates on Route 7.
3. As a part of the development of a Western Transportation Corridor (WTC), the Town expects the Virginia Department of Transportation to model the County's road network, including the proposed location and interchanges of the western Bypass, prior to funding or preliminary design of the corridor. The results of such modeling will be presented to the town. Any portions of the network that are degraded as the result of trips added due to the addition of the WTC are expected to be mitigated by the state or federal governments as a condition of endorsement of the bypass by the Town.
4. Review and revise this transportation element as appropriate upon selection of an alignment for the Western Bypass and upon receipt of the VDOT traffic modeling.

Major Arterial Corridors:

The decision of whether or not roads shall be divided rests with the Town.

Battlefield Parkway (overall)

1. Limit the number of at-grade intersections to minimize access points.
2. Consider designating Battlefield Parkway a memorial parkway with a significant treescape as a component of the total design theme, incorporating this function consistent with all required road design standards.
3. Make a top priority the dedication of the right-of-way, construction, and completion of all of Battlefield Parkway to ultimate functional classification design standards as indicated on the road network policy map, in furtherance of the 1996 Transportation Study.

Battlefield Parkway (Route 15 Bypass north to Fort Evans Road)

1. Require right-of-way dedication and road widening as development occurs.
2. Construct four lanes divided with acceleration/deceleration lanes.
3. Control the number and location of access points.

Battlefield Parkway (Fort Evans Road to South King Street (Route 15 south))

1. Require 120' right-of-way dedication and construction as development occurs.
2. Construct four lanes divided with acceleration/deceleration lanes.
3. Control the number and location of access points.
4. Eventually widen to six-lane urban divided section.
5. Construct interchanges at Route 7 and Dulles Greenway.

North King Street

1. Preserve the appearance and historic character of North King Street.

Fort Evans Road Extended (Route 773) (Battlefield Parkway to east corporate limits)

1. Require 120' right-of-way dedication and require construction as development occurs.
2. Construct four-lanes divided with acceleration/deceleration lanes.
3. Control the number and location of access points.

South King Street (Route 15 South) (Route 7/15 Bypass to south corporate limits)

1. Required 120' right-of-way dedication and road widening as development occurs.
2. Secure appropriate development setbacks.
3. Widen to four lanes with acceleration/deceleration lanes and a median.
4. Control the number and location of access points.

Crosstrail Boulevard (Route 7 to south corporate limits)

1. Require 120' right-of-way dedication and construction as development occurs.
2. Construct four lanes divided with acceleration/deceleration lanes.
3. Control the number and location of access points.

Route 621 (Battlefield Parkway to south corporate limits)

1. Require 120' right-of-way dedication and construction as development occurs.
2. Construct four lanes divided with acceleration/deceleration lanes.
3. Control the number and location of access points.

Route 643 (Sycolin Road) (Battlefield Parkway to south corporate limits)

1. Require 120' right-of-way dedication and construction as development occurs.
2. Construct four lanes divided with acceleration/deceleration lanes.
3. Control the number and location of access points.

Community Facilities and Services

Goal

Leesburg will be served by community facilities and services in a cost-effective, equitable, and environmentally sensitive manner.

A broad range of facilities and services serves Leesburg residents and businesses. Most of these services are provided by the public sector or by government contract with private firms. The Town provides such services as general government, water, sewer, stormwater, solid waste collection, police, and a special service library. The County also provides services to Town residents, including general government, judicial administration and public records, housing and community development, solid waste disposal, fire and rescue, general library, education, and environmental and health services.

It is the Town's goal to provide, or to coordinate with others who provide sufficient facilities and services to all residents and businesses in an equitable manner and so that natural and built environments are protected and restorative measures are taken when resources and assets have been diminished or removed.

The goal suggests ways in which the provision of services and facilities are to be measured. Cost-effectiveness can be defined in terms of level of service, by which the amount and quality of a service is compared with the cost of providing the service. Several Town departments such as Police, Finance, and Utilities are beginning to develop such standards. The Town's provision of large projects is implemented via the Capital Improvement Program (CIP). The CIP should be used to prioritize capital projects that address Town-wide needs and to outline anticipated funding sources for those projects.

Environmental protection, in those instances when it is a consideration, is usually measured in terms of meeting the minimum regulatory requirements. In many instances, such as providing a potable water supply or treating sewage before discharge, meeting those minimums is reasonable given public expectations, current science, and cost.

Objectives

The Town has strategic service plans for some of its community facilities but not for others. Not all of the standards have been developed in response to input from Leesburg citizens, nor are all the standards carried through into Town policies and

implementation programs. Finally, the relationship among cost-effectiveness, equity, and environmental quality has not always been achieved.

Community Facilities and Services

The most fundamental way by which we can ensure the level of satisfaction of community facilities and services is through the most extensive possible methods of public participation possible—which in its own right must be subject to measures of cost-effectiveness, equity, and environmental concern. While paying taxes, voting, volunteering, and participating in Council and commission meetings are important ways in which to measure public satisfaction, other ways are also possible. Many communities throughout the country use a variety of programs to ensure that the public understands what the local government is doing and participates in deciding what the government should be doing.

Objectives 1 and 2 are intended to build these two basic ideas—measures of satisfactory service and responsiveness to public concerns—into the Town’s

provision of community facilities and services.

Implicit in the goal is that the Town should provide certain facilities and services, while other public and private entities should also provide certain facilities and services. This involves both cost-effectiveness and equity. Conversely, an existing inadequacy of facilities or a desire for better services should be paid for by those who will benefit from them—residents and businesses of either the entire community or a localized area.

Objectives 3 through 11 recognize the obligations of the public and private sectors to provide facilities and services for the Town. Objective 12 addresses the need for the Town to work actively with the providers of other needed facilities to ensure that their delivery is in keeping with what the Town wants and expects.

Objective 1. Develop a process that allows for opportunities for citizens, stakeholders, and others to share in the planning of community facilities and services.

- a. Include standards that address cost, equity, and effect on the natural environment.

Objective 2. Use standards for level of service for all community facilities and services.

- a. Include standards that address cost, equity, and effect on the natural and human environment.

Objective 3. Ensure that development occurs only if adequate community facilities exist.

- a. Ensure that the Town’s capital improvement process takes into account the policies of the Town Plan.
- b. Ensure that efforts at coordination with other providers of facilities and services take into account the policies of the Town Plan.
- c. Consider adoption of proffer guidelines similar to Loudoun County’s capital facilities standards and capital intensity factor (CIF) in order to offset the impacts of development.

Community Facilities and Services

- d. Utilize other funding mechanisms such as a special assessment district to offset capital improvements project costs that benefit neighborhood improvements.
- e. New development and redevelopment applications should provide for the construction of public facilities and infrastructure improvements, according to applicable standards for these facilities. These facilities and infrastructure should be provided as they are needed during the construction of the development.

Objective 4. Locate and construct community facilities in regard to other Plan policies, including compatibility with the Town character, and protection and enhancement of residential areas, natural resources, and heritage resources.

- a. Continue to place new and existing power lines underground.
- b. Encourage towers and monopoles to be located outside the Town limits or collocated with existing towers.
- c. Community facility design and construction standards should be informed by the objectives of the natural resources element of the Town Plan.
- d. Electrical transmission lines whether above or below ground should not be located in or near the Town.

Objective 5. Continue to provide an adequate water supply and ensure that water meets state and federal criteria for water quality.

- a. Determine measures of equity of selection and payment when deciding on retrofitting existing water facilities.
- b. Maintain reliance on user fees for funding operations and developer fees for expansions of facilities.

Objective 6. Continue to provide adequate wastewater collection and treatment that meets state and federal criteria for water quality.

- a. Determine measures of equity of selection and payment when deciding on retrofitting existing wastewater facilities.
- b. Maintain reliance on user fees for funding operations and developer fees for expansions of facilities.

Objective 7. If development occurs within Leesburg's Urban Growth Area (UGA), which has boundaries in some locations beyond the County's designated Joint Land Management Area (JLMA), the Town retains the option whether to serve such development with Town-provided public water and sewer. Leesburg's UGA also is referred to herein as the "UGA/JLMA."

- a. Town sewer and water should be extended into the UGA/JLMA only where the property to be served is adjacent to the Town limits or is expressly required by previous Town/County agreements.

Community Facilities and Services

- b. Extension of sewer and water service by the Town to areas outside the Town limits will be considered as a ground for annexation of those areas.
- c. There will be no public water and sewer extensions or package plants located within the UGA/JLMA except by mutual agreement between the Town and County.

Objective 8. Provide adequate stormwater management that meets state and federal criteria for water quality.

- a. Require all facilities provided by the Town or developers to meet best management practices in accordance with the Town's stormwater management program.
- b. Consider impacts of any proposed stormwater facilities on other aspects of the natural and human environment.
- c. Determine measures of equity of selection and payment when deciding on retrofitting existing stormwater facilities.
- d. Maintain reliance on developer-required improvements to expand facilities.

Objective 9. Develop a street-tree planting and management program in accordance with the Urban Forestry Management Plan.

- a. Determine measures of equity of selection and payment when deciding on retrofitting the urban forest.

Objective 10. Provide solid waste collection that meets or exceeds state and federal criteria.

- a. Increase the amount of solid waste that is recycled.
- b. Maintain reliance on general fund revenues to pay for operations.

Objective 11. Provide high quality, responsive police protection in accordance with the department's strategic plan.

- a. Continue to rely on general fund revenues and grants from other governments to pay for services.
- b. Monitor services to ensure that they are provided equitably.

Objective 12. Provide high quality, responsive special library services at Balch Library.

- a. Continue to rely on general fund revenues and grants from other governments to pay for services.

Objective 13. Coordinate with the County and other providers to ensure that their facilities and services are adequate to the needs of Leesburg's residents and businesses.

LEESBURG VIRGINIA

Leesburg
discover the charm.

Town Plan



June 26, 2012
(As amended through March, 2020)

Chapter 1

planning purposes. However, though the Town is not a major contributor to the air quality attainment issue any penalties given that reduce federal infrastructure funds to the region would apply to Leesburg as well.

The Federal Clean Water Act, because of the reduced quality of the region's streams, requires all jurisdictions to comply with regulations pertaining to stormwater flowing from yards, parking lots, and streets into watercourses, the National Pollution Discharge Elimination System.

This Town Plan recognizes the influence of these regional issues on Leesburg. They translate into tremendous opportunities but also potentially negative impacts. The challenge to the Town is how well it can take advantage of the opportunities while minimizing the negatives.

Joint Land Management Area

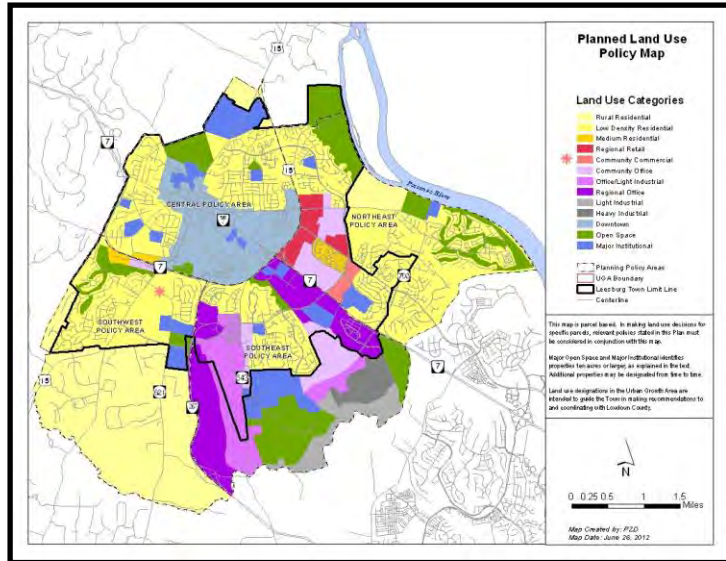
Leesburg's Joint Land Management Area (JLMA) is situated almost entirely to the south and east of the corporate limits and contains about 7,000 acres. The JLMA was established originally as an "Urban Growth Area" in the 1991 General Plan and designated by the County in consultation with the Town. In that plan the County recognized that the concept of the JLMA was a means to guide growth in the area around the Town. The policies established in the 1991 General Plan committed to a framework for joint planning and development review by the Town and the County within the JLMA, which became the planning area used in the 1997 Town Plan.

The 2001 Loudoun County General Plan updated the JLMA boundary of the 2001 Plan is similar to the Urban Growth Area of the 1991 General Plan and the 1997 Town Plan, but reduced in area. Also reduced in the 2001 General Plan are the densities of residential developments in a portion of the JLMA, the removal of Crosstrail Boulevard between the Dulles Greenway and Route 15, the removal of land areas between Route 15 and the Dulles_Greenway, and the elimination of a small portion of the JLMA on the north side of the Route 15 corporate limits.

It is envisioned that the Town and County will continue to coordinate land uses in and adjacent to the JLMA. This is critical for the future of Leesburg Executive Airport and for the Town's economic development goal to diversify its tax base. In addition, traffic generated outside the Town will make use of roads leading to and through Leesburg. Finally, it is important, to ensure that the Town's goals and coverage areas for water and sewer service be stated in the Town Plan.

Joint planning efforts will establish a mutually agreeable plan that will guide development regardless of the jurisdictional boundaries.

Chapter 6 Land Use



*See “Land Use Policy Map”
in Section “D” of Town Plan*

Goal

Leesburg will offer a variety of land uses that are appropriately located and compatible to adjacent uses, that allow for diverse housing, employment, and retail/service opportunities, sufficient for the needs of the present and future while preserving the Town’s green infrastructure and complementing its historic character.

For 250 years, the Town of Leesburg has evolved from a rural hamlet to the commercial center of western Loudoun County, one of the fastest growing counties in the nation. The pressures for growth in the Town are strong, nurtured by the robust regional economy that will continue to draw more businesses, government jobs and residents. Leesburg’s challenge and vision is to accommodate its share of that growth while retaining and enhancing the town’s character and quality of life.

The character of the Town is of paramount importance to Leesburg. In particular, the original Old and Historic District is the basis of Leesburg’s identity. It is a compact, energizing mix of land uses; its blocks and buildings are pleasingly and conveniently human scaled; its streets, glimpses of landmarks, and intimate views of architectural details, invite walking; its civic squares and rustic W & OD trail offer counterpoints of nature within a richly human environment.

The original Old and Historic District is cherished and its character and value should be further protected as downtown is expanded with major redevelopment and infill within the Bypass and along all major road corridors. In addition, much of Northern Virginia’s tourist attraction is its Civil War sites. Leesburg’s development policies

Chapter 6

should protect Civil War and other historic sites and ensure that they are incorporated into any development as a valuable tourism destination.

The Town's more recent development, mostly outside the Bypass, should also be protected and enhanced. Seventy percent of Leesburg's housing stock was built after 1980 and 42% after 1990. These extensive residential areas and subdivisions provide a lower density pattern, wide streets, long blocks and more homogeneous types of buildings and designs than those within the Bypass. Future development and redevelopment should respect these existing residential areas by being compatible to the type and character of adjacent and nearby uses.



Low density residential development, without supporting nonresidential uses nearby, generates more and longer automobile trips. One way to minimize this traffic impact is to locate retail, service, and office uses near residential areas; and to locate these retail and service uses next to employment areas. Better integration of land uses will also improve pedestrian and bicycle mobility.

Many of the objectives and land use categories of this Plan are intended to integrate and mix land uses in appropriate locations to reduce traffic problems.

To date, growth in the Town has been primarily the result of new development on vacant land with some redevelopment of existing uses or properties. Only 19% of the Town's total 7,983 acres remain available for development. As the supply of developable vacant land dwindles, redevelopment will play a greater role and will present new opportunities to integrate the goals and objectives of all elements of the Town Plan.

General Objectives

- Objective 1. Preserve natural and heritage resources and design development so that these resources are incorporated as amenities.**
- Objective 2. Development and redevelopment should be compatible with the Town's character in terms of land use and design.**
- Objective 3. Create a Town-wide land use pattern that accommodates desired levels of population and employment growth.**
- a. Provide a variety of land uses that maintains the Town's jobs/housing balance so that for every household there are between 1.4 and 1.7 jobs available.
 - b. Provide land uses for a diversity of housing types so that affordable housing is available for those employed within the Town.
 - c. Provide a mixture of types of development so that no more than 45% of general fund revenues are generated from residential sources.
 - d. Produce periodic development reports as part of the Plan monitoring process that indicates the status of the jobs/housing ratio.
- Objective 4. Strive to approve development only if adequate community facilities exist or are provided through development applications.**
- a. Phase future development with capital facilities improvement programming.
 - b. For commercial development with no residential component, as well as residential development within a qualifying small area comprehensive plan, obtain a fair share contribution for community facilities—such as schools, transportation, parks and recreation facilities, fire and rescue emergency services, public safety, and libraries—in the development review process.
 - c. Prepare proffer guidelines for residential development that occurs within a qualifying small area comprehensive plan, providing for uniform and equitable contribution for capital facilities costs related to development. Some of the community facilities, such as schools and fire and rescue, are provided by the County. Coordinate with the County to estimate capital facility costs on a per unit basis so that a capital intensity factor (CIF) can be established.
 - d. New development and redevelopment applications should provide for the construction of public facilities and infrastructure improvements, according to applicable standards for these facilities. These facilities and infrastructure should be provided as they are needed during the construction of the development.

Chapter 6

Objective 5. Ensure that development complies with the transportation objectives in the transportation element of the Plan.

Objective 6. Use the mixed use concept as designated in the Planning Areas and in some land use categories to increase walkability and help reduce traffic. This type of development is not appropriate in established residential areas.

Objective 7. Allow uses that build upon regional and local economic assets.

- a. Protect the original Old and Historic District, including its function as a tourism and government center.
- b. Protect the river corridors and other green infrastructure of the Town, according to the objectives in the natural resources element.
- c. Encourage land uses that capitalize on existing and emerging business in the Route 7 corridor including information technology, higher education, and life sciences.
- d. Encourage land uses that capitalize on the transportation and economic development assets of the Dulles Greenway corridor.
- e. Protect the Leesburg Executive Airport from residential intrusions and encourage high wage employment and airport-related uses adjacent to and near the airport.

Objective 8. Do not increase land designated Regional Retail.

Objective 9. Locations for light industrial uses will be designated in Town as well as in the JLMA. Low impact industrial uses may be acceptable inside the bypass depending on how their impacts are mitigated through setbacks, landscape buffering and site planning. Those light industrial uses that have greater impacts will be more suitable for outside the bypass or in the JLMA.

Objective 10. The Leesburg Joint Land Management Area will serve as an area for town growth and it will gradually and ultimately be annexed into the corporate limits. As property owners request central utility service, and the Town agrees to extend central utilities to such properties in the JLMA, the Town will anticipate that these properties will be incorporated into the Town.

Objective 11. Encourage infill development that is compatible with the character of existing or planned development in the vicinity.

Chapter 8

A primary purpose of economic development in a balanced community is to improve the quality of life. Economic development supports rather than competes against treasured aspects of the Town that give it its high quality of life—protecting the natural resources, maintaining the Town’s character, and sitting comfortably with cultural, parks, recreation, and community facilities. This kind of economic development meets the aspirations of the Town’s residents to find meaningful and well-rewarded employment, from starting a new business to finding a job in advanced technology.

Finally, just as the private sector economy should be healthy so should the Town government be in a fiscally sound condition. Leesburg, as almost all American communities, relies on nonresidential land uses to generate most of its general fund revenues. This reduces the tax burden on residents while providing services at an acceptable level.

Objectives

Leesburg’s economic development efforts continue to build upon the Town’s assets: the government sector and the original Old and Historic District as a tourist destination, the Route 7 corridor, the Dulles Greenway corridor, and the Leesburg Executive Airport.

At the same time, the Town must make careful decisions among those strengths in order to create a diverse economy. Sustainable jobs in corporate offices, research and development, emerging technologies and telecommunications are important to Leesburg’s competitive market position and to the ultimate quality of life for our citizens. The hospitality industry adds variety to the job market. The businesses that generate higher wages generally provide higher general fund revenues for the Town than retail development. Striving for a diverse economy also results in a more balanced, fiscally stronger community.

Finally, a strong and diverse economic base will enhance the Town’s character and improve the quality of life in Leesburg.

Park Center II



Objective 1. Promote economic development that builds upon the strengths of the Town and region.

- a. Promote tourist-oriented business development, based on the historical, cultural, and natural attractions of the Town and the surrounding area.
- b. Retain County government facilities in Leesburg, while ensuring that the facilities are in keeping with the Town's character.
- c. Give priority to emerging technologies, homeland security, corporate offices, research and development, and higher education.
- d. Build upon the role of the Downtown area as an activity center.
- e. Coordinate with the County to ensure that master planning for telecommunications facilities and services is consistent with Town policies.
- f. Encourage compatible office and light industrial uses in the area surrounding the Leesburg Executive Airport.
- g. Encourage redevelopment and infill development.
- h. Facilitate implementation of the strategic plan of the Town's Economic Development Commission.
- i. Work cooperatively to implement appropriate goals and objectives of Town business organizations and associations.

Objective 2. Promote a diversified economic base which takes advantage of emerging opportunities.

- a. Support economic development that creates jobs that match the occupational needs of the Town's residents.
- b. Give priority to emerging technologies, government contracting, internet based high-tech, data centers, corporate headquarters, research and development, higher education, and life sciences.
- c. Promote entrepreneurial resources, infrastructure, and institutions (such as business incubators) for business growth.
- d. Foster an environment for a higher education institution presence.
- e. Cooperate with county, regional, and state efforts as well as those of local business associations within the Town to promote economic development.
- f. Do not increase the land designated on the Land Use Policy Map for Regional Retail use.

Objective 3. Promote business and employment growth that enhances the quality of life and maintains the character of the Town.

- a. Promote business that is compatible with existing or planned development in the vicinity.
- b. Provide economic development opportunities that maintain the Town's jobs/housing ratio (so that for every household there are

Chapter 8

- between 1.4 and 1.7 jobs available) and that attain a jobs/housing balance (so that available housing is affordable for those employed within the Town).
- c. Increase business and employment so that at least 55 % of general fund revenues are generated from nonresidential sources.
 - d. Ensure that all new construction and redevelopment provide community facilities, such as water, sewer, stormwater, transportation, and parks, to the extent that they create demands for facilities.
 - e. Promote businesses that contribute to the Town's revenues and employment that provides high wages.
 - f. Implement the goals and objectives for the Crescent District and Eastern Gateway District that are contained in Section C of this Plan.
 - g. Encourage arts-related businesses and facilities to create a vibrant and diverse visual and performing arts community in town.
 - h. Promote an efficient land development process that provides clear expectations and project management.
 - i. Review and refine regulatory practices that facilitate successful businesses while maintaining the overall quality and character of the Town.
 - j. Promote improved data and transportation programs to better serve the business community.
-



Leesburg Central

adamantly opposes any alignment for the Bypass corridor that terminates on Route 7.

3. As a part of the development of a Western Transportation Corridor (WTC), the Town expects the Virginia Department of Transportation to model the County's road network, including the proposed location and interchanges of the western Bypass, prior to funding or preliminary design of the corridor. The results of such modeling will be presented to the town. Any portions of the network that are degraded as the result of trips added due to the addition of the WTC are expected to be mitigated by the state or federal governments as a condition of endorsement of the bypass by the Town.
4. Review and revise this transportation element as appropriate upon selection of an alignment for the Western Bypass and upon receipt of the VDOT traffic modeling.

Major Arterial Corridors

The decision of whether or not roads shall be divided rests with the Town.

Battlefield Parkway (overall)

1. Limit the number of at-grade intersections to minimize access points.
2. Consider designating Battlefield Parkway a memorial parkway with a significant treescape as a component of the total design theme, incorporating this function consistent with all required road design standards.
3. Make a top priority the dedication of the right-of-way, construction, and completion of all of Battlefield Parkway to ultimate functional classification design standards as indicated on the road network policy map.

Battlefield Parkway (Route 15 Bypass north to Fort Evans Road)

1. Require right-of-way dedication and road widening as development occurs.
2. Construct four lanes divided with acceleration/deceleration lanes.
3. Control the number and location of access points.

Battlefield Parkway (Fort Evans Road to South King Street (Route 15 south))

1. Require 120' right-of-way dedication and construction as development occurs.
2. Construct four lanes divided with acceleration/deceleration lanes.
3. Control the number and location of access points.
4. Eventually widen to six-lane urban divided section.
5. Construct interchange at Route 7.

Fort Evans Road Extended (Route 773) (Battlefield Parkway to east corporate limits)

1. Require 120' right-of-way dedication and require construction as development occurs.
2. Construct four-lanes divided with acceleration/deceleration lanes.

discharge, meeting those minimums is reasonable given public expectations, current science, and cost.

Objectives

The Town has strategic service plans for some of its community facilities but not for others. Not all of the standards have been developed in response to input from Leesburg citizens, nor are all the standards carried through into Town policies and implementation programs. Finally, the relationship among cost-effectiveness, equity, and environmental quality has not always been achieved.

The most fundamental way by which we can ensure the level of satisfaction of community facilities and services is through the most extensive possible methods of public participation possible—which in its own right must be subject to measures of cost-effectiveness, equity, and environmental concern. While paying taxes, voting, volunteering, and participating in Council and commission meetings are important ways in which to measure public satisfaction, other ways are also possible. Many communities throughout the country use a variety of programs to ensure that the public understands what the local government is doing and participates in deciding what the government should be doing.

Objectives 1 and 2 are intended to build these two basic ideas—measures of satisfactory service and responsiveness to public concerns—into the Town’s provision of community facilities and services.

Implicit in the goal is that the Town should provide certain facilities and services, while other public and private entities should also provide certain facilities and services. This involves both cost-effectiveness and equity. Conversely, an existing inadequacy of facilities or a desire for better services should be paid for by those who will benefit from them—residents and businesses of either the entire community or a localized area.

Objectives 3 through 14 recognize the obligations of the public and private sectors to provide facilities and services for the Town. These objectives note the need for the Town to work actively with the providers of other needed facilities to ensure that their delivery is in keeping with what the Town wants and expects.

Objective 1. Develop a process that allows for opportunities for citizens, stakeholders, and others to share in the planning of community facilities and services.

- a. Include standards that address cost, equity, future maintenance, and effect on the natural environment.

Community Facilities and Services

Objective 2. Use standards for level of service for all community facilities and services.

- a. Include standards that address cost, equity, and effect on the natural and human environment.

Objective 3. Ensure that development occurs only if adequate community facilities exist.

- a. Ensure that the Town's capital improvement process takes into account the policies of the Town Plan.
- b. Ensure that efforts at coordination with other providers of facilities and services take into account the policies of the Town Plan.
- c. For commercial development with no residential component, as well as residential development within a qualifying small area comprehensive plan, consider adoption of proffer guidelines similar to Loudoun County's capital facilities standards and capital intensity factor (CIF) in order to offset the impacts of development.
- d. Utilize other funding mechanisms such as a special assessment district to offset capital improvements project costs that benefit neighborhood improvements.
- e. New development and redevelopment applications should provide for the construction of public facilities and infrastructure improvements, according to applicable standards for these facilities. These facilities and infrastructure should be provided as they are needed during the construction of the development.

Objective 4. Locate and construct community facilities in regard to other Plan policies, including compatibility with the Town character, and protection and enhancement of residential areas, natural resources, and heritage resources.

- a. Continue to require new development to place power lines underground.
- b. Consider undergrounding of existing power lines with capital projects.
- c. Design streets to include tree planting areas to help meet the Town goal to increase tree canopy.
- d. Encourage telecommunication facilities to be collocated on existing structures, and located outside of Town limits where possible.
- e. Community facility design and construction standards should be informed by the objectives of the natural resources element of the Town Plan.
- f. Encourage the State Corporate Commission to take into account the impacts on the Town when considering approval of electrical transmission lines.

Objective 5. Continue to provide an adequate water supply and ensure that water meets state and federal criteria for water quality.

- a. Determine measures of equity of selection and payment when deciding on retrofitting existing water facilities.
- b. Maintain reliance on user fees for funding operations and developer fees for expansions of facilities.

Objective 6. Continue to provide adequate wastewater collection and treatment that meets state and federal criteria for water quality.

- a. Determine measures of equity of selection and payment when deciding on retrofitting existing wastewater facilities.
- b. Maintain reliance on user fees for funding operations and developer fees for expansions of facilities.

Objective 7. If development occurs within the Joint Land Management Area (JLMA), the Town retains the option whether to serve such development with Town-provided public water and sewer.

- a. Town sewer and water should be extended into the JLMA only where the property to be served is adjacent to the Town limits or is expressly required by previous Town/County agreements.
- b. Extension of sewer and water service by the Town to areas outside the Town limits will be considered as a ground for annexation of those areas.
- c. There will be no Loudoun Water (formerly Loudoun County Sanitary Authority) water and sewer extensions or package plants located within the JLMA except by mutual agreement between the Town and County.

Objective 8. Provide adequate stormwater management that meets state and federal criteria for water quality.

- a. Seek community input from stakeholders to help determine how to meet stormwater management program requirements.
- b. Consider impacts of proposed stormwater facilities and stream channel improvement projects on the natural and human environment.
- c. Determine measures of equity of selection and payment when deciding on capital projects related to drainage improvement and retrofitting existing stormwater facilities.
- d. Maintain reliance on developer-required improvements to expand facilities.

An aerial illustration of a town, likely Leesburg, Virginia. The scene features a prominent church with a dome and steeple on the left, surrounded by green trees and a paved area. To the right, there are several multi-story buildings, some with red brick facades and others with lighter colors. The streets are shown with cars and a few trees. The overall style is a detailed, colorful architectural rendering.

LEGACY LEESBURG TOWN PLAN FOR LEESBURG, VA

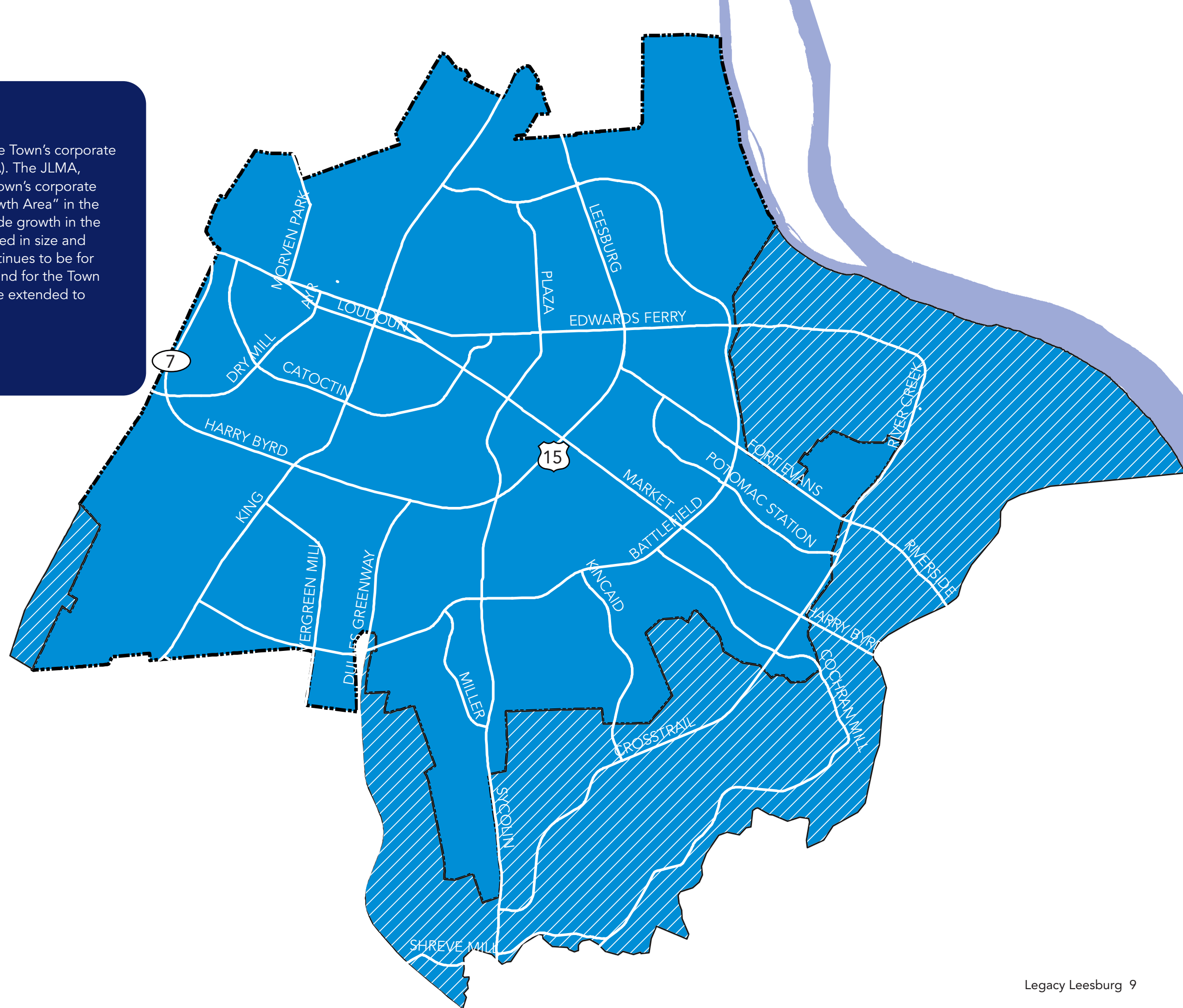
Adopted March 22, 2022

LEGACY
Leesburg 

Planning Area

The area studied in this Plan encompasses both the Town's corporate limits and the Joint Land Management Area (JLMA). The JLMA, lying almost entirely to the south and east of the Town's corporate limits, was originally established as an "Urban Growth Area" in the early 1990s and was recognized as a means to guide growth in the area around the Town. In 2001, the area was reduced in size and renamed the JLMA. The purpose of the JLMA continues to be for joint planning between the Town and the County and for the Town to incrementally incorporate portions as utilities are extended to development.

- Corporate Limits
- JLMA

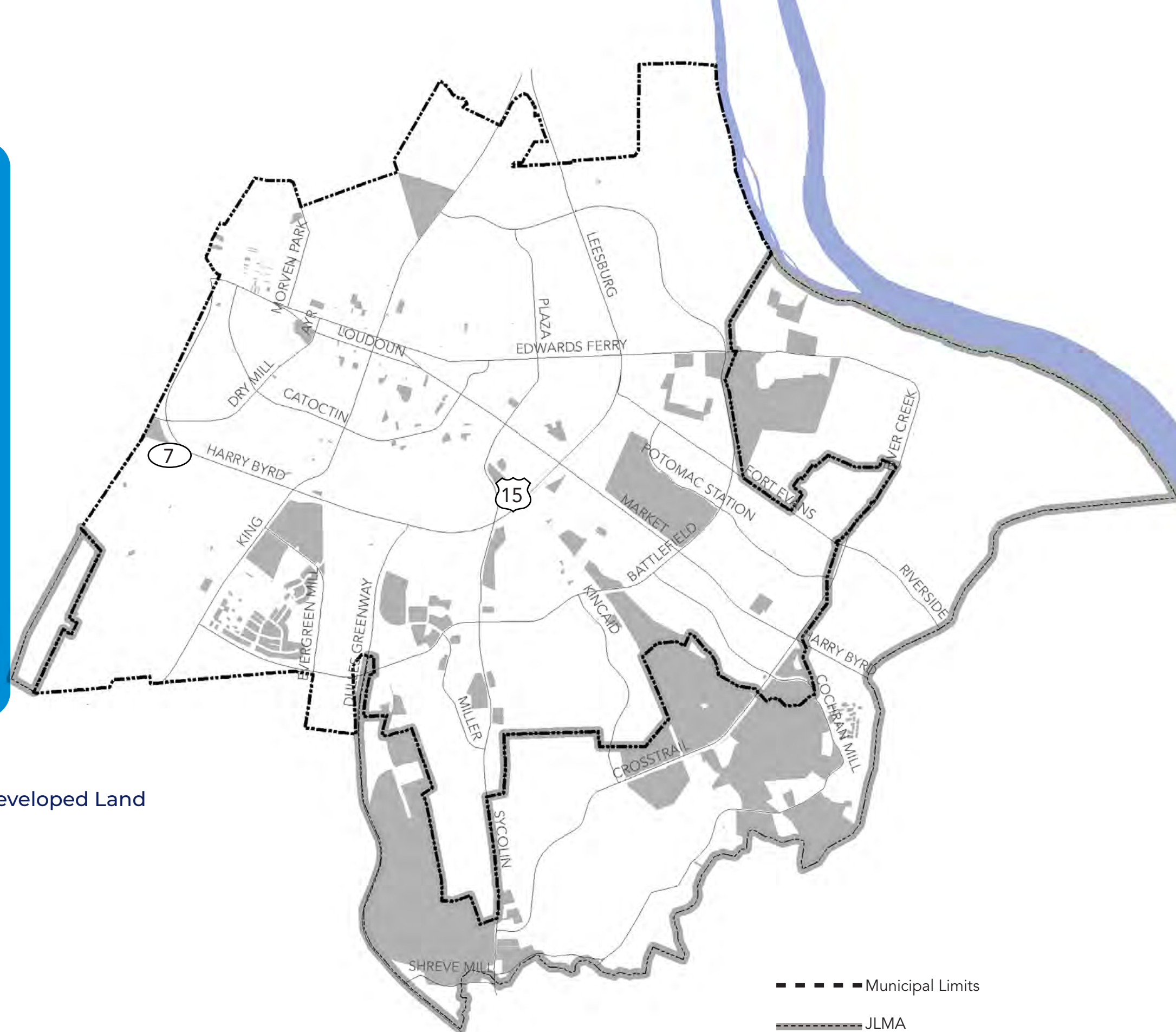


UNDEVELOPED LAND

There is a finite amount of land within the corporate limits and it is important to understand how it is currently occupied, and what could possibly happen to it in the future. Land in the Leesburg planning area (inclusive of the JLMA) generally ranges from already developed (55%) to currently undeveloped (26%) to preserved open space (19%).

Most of the currently undeveloped land is located in the Joint Land Management Area administered in partnership with Loudoun County. New development over the next decade—and future decades—will be primarily focused toward infill in areas considered already developed including vacant sites and opportunities to redevelop under-utilized sites. Together these sites represent roughly 5% of the Town’s area together with aging malls, strip retail sites, and other uses that become outmoded due to demographic and economic changes going forward. This breakdown conveys a powerful message. Most of Leesburg within the corporate limits is built out. For the foreseeable future the Downtown and mature neighborhoods will host only incremental change. And of course, public and protected open spaces will be fully preserved. The vast majority of the new development projected in this Plan will be focused toward areas like the Crescent District, Eastern Gateway District, and the JLMA which will potentially host most of the Town’s development and redevelopment potential.

● Undeveloped Land



HISTORY OF LEESBURG TIMELINE



William Baker's House
One of the original buildings in Leesburg

1757
The Assembly of Virginia selected the settlement as the location of the Loudoun County Courthouse. The name was changed to Leesburg the following year.

1730
Frances Awbrey granted 4,000 acres, including what would become Leesburg. A small settlement emerged.

1759
Leesburg subdivided into 70 lots divided by three north-south and four east-west streets.

1761
First courthouse built at the corner of Market and King Streets.

Population Data:
US Census Bureau

War of 1812
Leesburg served as temporary National Archives. The Declaration of Independence, the Constitution, and other official documents were hidden in a vacant house.

1813
Leesburg incorporated. First ordinances enacted.

1,688
Population in 1850

Civil War
Leesburg frequently changed hands over the course of the war, suffering from frequent raids and combat in the streets. Following the war, proximity to Washington sped economic recovery.



"Dog Money" issued by the Town during the Civil War

Early 1900s
W&OD train service allowed people to commute to Washington for work, but with competition from the automobile, passenger service ended in 1952.



Leesburg passenger station 1906

1907
Water works first went into service, funded by \$30,000 in bonds approved in a special election.

1949
Colonial Leesburg, Inc. formed to raise public awareness of historic buildings.

1,700
Population in 1950

1950s
Town Plan proposed a cross-town thoroughfare and Routes 7 & 15 Bypass.

2,869
Population in 1960

1962
Dulles International Airport opened.

1963
The Board of Architectural Review established and Leesburg's Old and Historic District officially designated.

1963
Leesburg Executive Airport opened.

1960s
Construction of Belmont Subdivision and Leesburg Plaza

4,821
Population in 1970

1974
First Comprehensive Plan adopted.

8,357
Population in 1980

1988
W&OD Trail completed along the old W&OD train right-of-way.

16,202
Population in 1990

1980s to 1990s
Construction of Woodlea Manor, Potomac Crossing, Tavistock Farms and Exeter Subdivisions

1991
Joint Land Management Area (JLMA) established.

2000s
Construction of Oaklawn and Potomac Station Subdivisions

28,311
Population in 2000

43,038
Population in 2010

2011
Village at Leesburg, the first mixed-use center of its kind in Loudoun County, grand opening.



Village at Leesburg

2017
Construction begins in the Meadowbrook Subdivision



53,917
Population in 2020

2019
Legacy Leesburg Town Plan process begins.



PROJECTED MARKET DEMAND: 2020-40

Housing

Market prospects for residential are very strong. There will be increasing demand for higher density housing products as baby boomers downsize and as the market seeks more affordable housing options. Higher density housing products are best located in mixed-use environments where the ability to walk to goods and services is prized.

Given the existing “hot” housing market in Leesburg and a market-based housing unit forecast, there is more housing demand than the Town can accommodate. Scarcity will force prices up, making affordable housing a more acute issue. Of course, any increase in the number of housing units will require appropriate road and transit improvements.

Demographic factors like an increasing number of smaller households and the need for affordable housing results in a market demanding a wider variety of housing types in Leesburg. Over one-quarter of the net new housing forecast over the next 20 years will be multi-family.

Rezoning applications in accordance with Legacy Leesburg are encouraged in the Crescent District to take advantage of opportunities to provide desired housing types. Market demand for various housing types is shown in Table 1. (The MCWOG projections shown below reflect the impact of current zoning and regulatory constraints on demand.)

Table 1

Planning Area Housing Demand—2020-2040		
Units	Constrained by Land Use Policy	Market Driven
Single Family Detached	1,340	2,640
Single Family Attached	2,130	4,620
Multi-Family	1,690	2,690
Total	5,160	9,950

Source: MWCOG Round 9.1 Forecast; W-ZHA

Retail

Auto-oriented, mass market retail is currently under pressure across North America due to growing competitive pressure from online retail and a shift in income toward more affluent households who focus a larger share of household retail spending on specialty retail and higher end restaurant and entertainment venues. The Village at Leesburg is an activity center that offers a unique, walkable experience. With the exception of the Leesburg Premium Outlets and the Village at Leesburg, all of the retail centers outside of the Old and Historic District are big-box-anchored retail centers oriented to the automobile.

The region’s spending index for all types of retail and entertainment is well above average. The Leesburg market will continue to be attractive to prospective retailers, particularly specialty retailers seeking markets with high discretionary income. Growth, particularly housing in new walkable, mixed-use suburban centers, will result in increased demand for retail and eat/drink space in Leesburg. Specialty retailers like art galleries, boutique clothing stores, and gift shops tend to be smaller tenants that benefit from co-tenancy with other specialty retailers.

These types of tenants function well in an activity center environment, not a big-box-shopping center environment.

The Old and Historic District is quite small and already well-occupied. Opportunities for small retail expansion is limited here. The Village at Leesburg and small retail clusters like Crescent Place offer opportunities but they are limited. To realize its market potential, Leesburg needs to expand its retail offerings in pedestrian-oriented, walkable environments.

The housing market projections indicate that higher density residential products will be in demand to address baby boomers interests in down-sizing and the market’s demand for less expensive housing options. There may some limited opportunity to redevelop under-utilized property in and around the Old and Historic District into context sensitive mixed-use, walkable projects. The projects can provide retail, services, entertainment, and eat/drink uses on the ground floor and residential and/or office above. Planned properly, redevelopment can serve to expand offerings and, in turn, increase the market drawing power of the Old and Historic District without having adverse impacts on the historic character of the district.

Table 2

Leesburg Planning Area Non-Residential Demand 2020-2040		
Type	MWCOG 9.1 Square Feet	Market Driven Square Feet
Office Space	1,178,900	1,223,000
Light Industrial	957,300	1,022,400
Retail	769,000	1,035,000

Source: MWCOG Round 9.1 Forecast; W-ZHA

Unless otherwise noted, all data in this section is from Town of Leesburg Data, W-ZHA “Market Assessment Leesburg Town Plan”

Note that, similar to housing, rezoning applications in the Crescent District are encouraged to take advantage of the full extent of market demand as noted in Table 2. (The MCWOG projections in Table 2 reflect the impact of current zoning and regulatory constraints on demand.)

Office

There are three multi-tenant submarkets in Loudoun County: Route 28 North, Leesburg and Route 7. The Leesburg submarket contains Leesburg and the western region of Loudoun County. With approximately 1.2 million square feet, Leesburg accounts for 10% of the County’s multi-tenant office supply. Leesburg is the smallest multi-tenant office submarket in Loudoun County. The Route 28 North submarket contains approximately 59% and Route 7 approximately 30% of the County’s multi-tenant office space.

Reportedly, commercial office brokers in Leesburg struggle to fulfill tenant interest because of the dearth of available space. While both Route 7 and Route 28 North are in the Tech Corridor where high tech business and data centers proliferate, Leesburg’s relatively high average rent is indicative of its appeal and constrained supply.

The Leesburg Planning Area’s potential to realize 1 million square feet of office space is largely dependent on two factors: the presence of expanded, walkable, mixed-use districts near the Historic Core and lease/own office commitments from medium to large companies (like Microsoft). These two steps would increase Leesburg’s capture of new regional office space by roughly 20%—and help increase the pace of new office development from roughly 22,000 SF annually over the past decade to roughly 50,000 SF annually over the next two decades.

Note that unlike housing and retail, existing zoning and other regulatory constraints essentially align with market demand for office development in the Crescent District and the Eastern Gateway District. This said, achieving the new jobs and economic diversification this office development promises will depend in large part on achieving the walkable, mixed-use districts envisioned in Legacy Leesburg.

Light Industry/Flex Space

The industrial product best suited for the Leesburg Planning Area market is industrial flex space (“flex” space). As its name implies, flex space is suitable for office, warehouse and light industrial uses. Flex buildings are typically one-story with ceiling heights of 14 to 16 feet. The front of the building contains primary entrances with a more modest office appearance attractive for the public, while the backs can have a variety of loading and/or storage options. Typically set in a business park setting with plenty of surface parking, flex industrial space is less expensive to build than conventional office space.

According to CBRE’s Marketview report for Northern Virginia, as of the 2nd Quarter of 2019, there were 402,720 square feet of flex space in Leesburg. Leesburg’s flex supply is limited and the available space in the Town is fully leased. In addition, there is very little industrial supply currently in outlying Loudoun County.

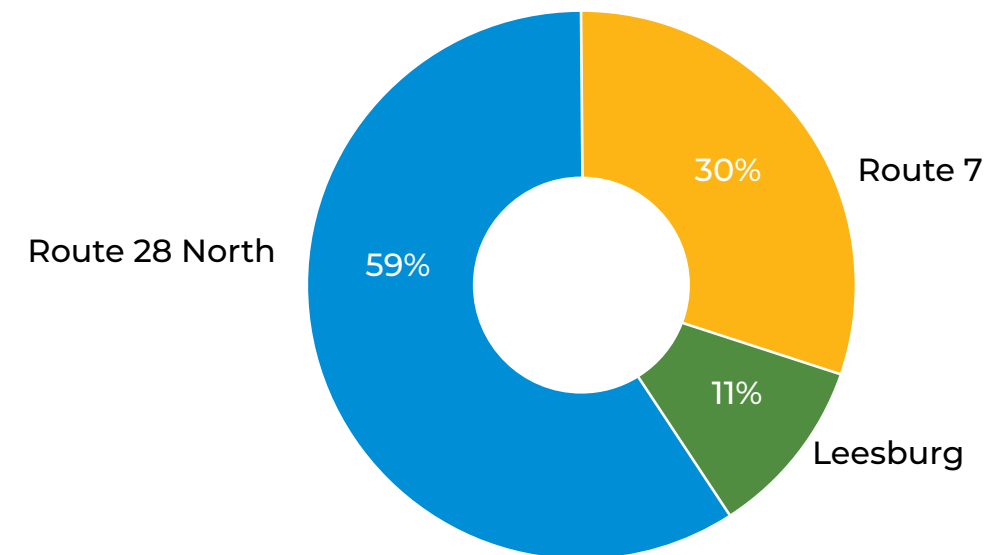
Prospects for additional light industrial in the Leesburg Planning Area are strong. Light industrial will likely incorporate both flex industrial space and data center space. Potential plans to develop data centers near/within Compass Creek already exist.

In contrast to the housing, retail and office projections above, light industry and flex

space is projected to grow in the Eastern Gateway District and parts of the JLMA rather than as a component of new walkable, mixed-use centers. Light Industrial and Flex Development needs to be compatible and sensitive to the surrounding community.

Note that, like office, current zoning and other regulatory constraints essentially align with, and do not constrain, light industry/flex space demand.

Multi-Tenant Office Supply by Submarket
Loudoun County, 2nd Quarter 2019



Hotel

There are six national-brand hotels in Leesburg containing 571 rooms. Leesburg’s hotel supply contains economy, limited service and suite products. There are no luxury or upscale boutique hotels in Leesburg today and the last hotel built was the Homewood Suites approximately 10 years ago. According to data provided by Visit Loudoun, Leesburg hotels are performing well.

Note that, like office and light industry/flex space above, current zoning and other regulatory constraints essentially align with hotel demand. A hotel would be fully compatible with other uses projected for walkable, mixed-use centers or maybe located in the Old and Historic District or other areas.

while focus groups in past decades indicated that convenient highway access to jobs and shopping, together with large backyards and proximity to amenities like golf courses topped the list of preferences in choosing where to live, today, walkability, access to walkable Main Streets, and diversity top the list of preferences. Housing market growth has reversed course from outward to inward. Infill and redeveloping former malls and strip retail centers constitute the new opportunities. Mixed-use redevelopment of outmoded malls and strip retail centers constitutes a significant, growing opportunity for suburbs to create new walkable mixed-use neighborhoods and also larger centers that evolve into a new generation of suburban “downtowns” that combine civic functions like town halls and libraries with arts, entertainment, retail, workspaces, housing and others activities.

Economic Development Imperative

The Washington Metro Area is a dynamic region with one of the strongest economies in the nation. The Metropolitan Area ranks 5th among all United States’ Metros in terms of Gross Metropolitan Product (a metro’s contribution to Gross National Product and frequently used indicator for the size of a regions’ economy). While the Federal government still plays an important role in the region’s growth, the Washington Metro economy continues to diversify.

CBRE Research ranks the Washington, DC market area #3 in terms of tech talent behind the San Francisco Bay Area and New York markets. The Dulles Technology Corridor is an area spanning from the Dulles Toll Road (VA SR 267) and Route 7 (VA SR 7). There is a concentration of defense, telecom and technology firms here as well as Dulles International Airport. Dubbed by

Atlantic magazine the “Silicon Valley of the East”, the Dulles Technology Corridor is a major economic development asset. The agglomeration of tech companies attracts talent globally and puts Northern Virginia on the Tech map. The Dulles Corridor is a hub for cloud computing and cyber-technology because of the region’s concentration of federal agencies and access to skilled labor and infrastructure.

Leesburg’s greatest economic development advantage is its educated workforce. Over half (52%) of Leesburg’s population over 25 years old have a college or professional degree. This is above the Washington Region where 50% have a Bachelor’s degree or above. In Loudoun County, 60% of residents over 25 have a college or professional degree. [Towncharts.com]

These strengths set the stage for Leesburg to add local jobs, diversify its local economy, and increase its tax base—all important themes that emerged frequently in conversations with the community. However, careful attention to planning for, and managing, transformational economic trends will be critical to Leesburg’s ability to capture the full benefit of the advantage its Washington DC metro location offers.

Even the Washington DC Metro faces a growing talent shortage over the next two decades as an aging workforce and rapidly growing knowledge industries collide. After decades during which people moved to find jobs, today and going forward, jobs and investment, will increasingly follow people to where they want to live and work.

Across North America, the workforce is growing at roughly half the pace as the decade preceding 2010. US census data

indicates that workforce growth has dropped by roughly 50% compared to the decade before 2010 and suggests that the US workforce is expected to still grow more slowly in 2040 than it did in 2010. [A look at the Future of the U.S. Labor Force to 2060,” US Bureau of Labor Statistics, 2016] This shortage is sharply increasing competition between regions and communities for skilled, creative and educated workers—talent.

The International Downtown Association (IDA) reports that, in addition to improving access to higher education for its current residents, a vibrant, walkable, highly amenitized downtown and walkable, mixed-use neighborhoods are assets a community

can wield in the competition to attract and retain talent, and in turn jobs and investment. The Brookings Institution adds a regional perspective: the growth of vibrant suburban downtowns and walkable, mixed-use districts represent an important factor in helping regions attract the talent, jobs and investment that follow. These factors are essential to promote growing economic opportunity.

The confluence of a shifting housing market and the growing importance of attracting talent to jobs and investment—and building tax base—offers important opportunities for Leesburg to grow and diversify local jobs and boost its tax base. The Old and Historic District’s walkability, cafés, restaurants, and breweries already represent a terrific amenity

TABLE 3

Gross Metropolitan Product Top 10 US Metropolitan Statistical Areas (2017)		
Rank	Metropolitan Area	GMP (\$M)
1	New York-Newark-Jersey City, NY-NJ-PA	\$1,717,712
2	Los Angeles-Long Beach-Anaheim	\$1,043,735
3	Chicago-Naperville-Elgin, IL-IN-WI	\$679,699
4	Dallas-Fort Worth-Arlington, TX	\$535,499
5	Washington-Arlington-Alexandria	\$529,920
6	San Francisco-Oakland-Hayward, CA	\$500,701
7	Houston-Woodlands-Sugar Land, TX	\$490,071
8	Philadelphia-Camden-Wilmington	\$444,975
9	Boston-Cambridge-Newton	\$438,684
10	Atlanta-Sandy Springs-Roswell, GA	\$385,542

Source: US Bureau of Economic Analysis; W-ZHA

Opportunities & Challenges Quick Take-Aways

Housing

- Housing demand in Leesburg will continue to be robust over the next decade, but—following a pattern already visible across Loudoun County and the rest of Northern Virginia—the majority of this demand will shift toward townhouse and multifamily housing in mixed-use, walkable activity centers.
- While to a lesser extent than most suburban communities across the US, Leesburg’s population will be aging over the next decade. This trend will help contribute to demand for townhouses and multifamily housing in mixed-use centers. It will also have other impacts. For example as an increasing share of homeowners shift to fixed incomes, they tend to become more resistant to increased real estate taxes and create more pressure to find other sources such as new mixed-use activity centers and/or expanding the commercial tax base.



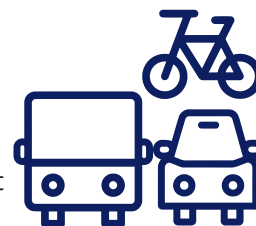
Dollars and Sense: Business & the Economy

- Leesburg’s well-educated population, quality of life, and assets like its low crime rate, Thomas Balch Library, and historic, walkable downtown position Leesburg well to add local jobs, diversify its local economy, and increase its tax base over the next decade. However, steps like diversifying the Town’s housing options; creating walkable, mixed-use activity centers; and similar steps that attract talent and at the same time create opportunities for locating office and innovation space in highly amenitized live/work/play settings will be critical.
- In the face of a rapidly growing shortage of skilled and educated workers, the “talent” sought after by a growing knowledge economy, investing in workforce readiness and skills training programs that prepare a larger share of Leesburg residents for knowledge industry jobs will help position Leesburg to compete for jobs and commercial tax base.



Transportation and Mobility

- Long-term agreements for transportation services and construction will likely see a significant decline, as places opt for more flexibility to adapt to still-unknown transportation paradigms that are evolving. Thirty-year leases on parking garages or long-term bond debt for the next major highway capacity expansion will become increasingly rare (source: Shelley Row, PE, CSP, presentation to City of Annapolis).



Parking

- Minimizing new investment in parking facilities by leveraging shared parking strategies and existing parking facilities has always made sense—and will make far more sense going forward given the projected decline in parking demand. Note that investing in new parking facilities today and then retrofitting these facilities into housing, office, or most other uses will likely not be cost competitive with new purpose-built buildings ten to fifteen years from now.
- The decline in the need to invest in additional parking facilities over the next two decades, coupled with the availability of existing surface lots and outmoded parking facilities for redevelopment, will significantly increase the potential for creating the density and mix of uses essential to bring new walkable, mixed-use centers to life in the Crescent and Eastern Gateway Districts.

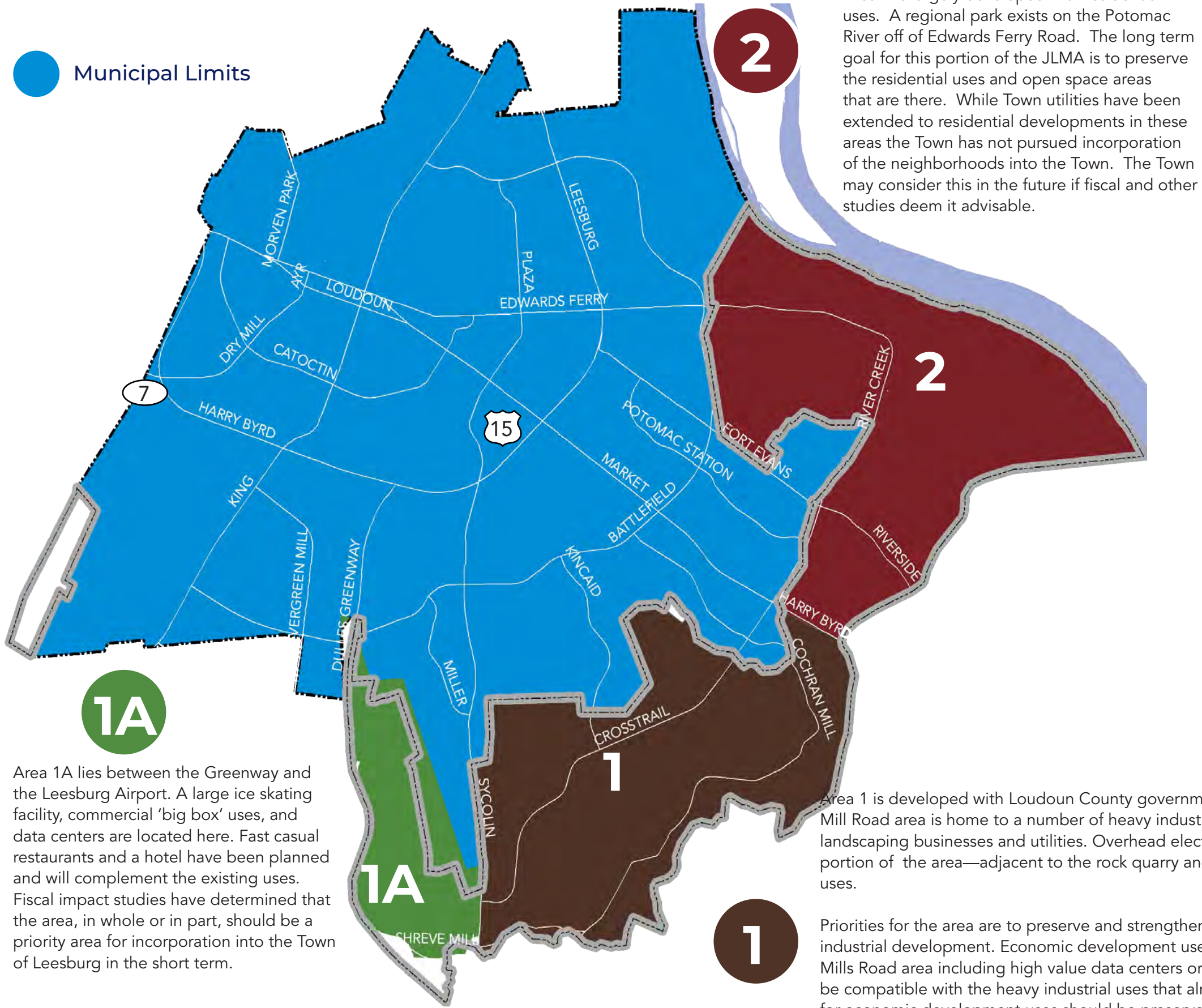


Land

- Land for development in Leesburg is becoming scarce. Explosive population growth in Leesburg resulted in land resources being rapidly consumed.
- Current projections show that only approximately 1,600 acres of greenfield land remain in the study area.
- As land values in Leesburg continue to rise, there will be an increasing amount of land that is desirable for redevelopment. Redevelopment brings opportunities for new development that is geared toward changing economic preferences as well as for amenities that are desired by the community and that cannot otherwise be accommodated due to land scarcity.



Municipal Limits



1A

Area 1A lies between the Greenway and the Leesburg Airport. A large ice skating facility, commercial 'big box' uses, and data centers are located here. Fast casual restaurants and a hotel have been planned and will complement the existing uses. Fiscal impact studies have determined that the area, in whole or in part, should be a priority area for incorporation into the Town of Leesburg in the short term.

1

Area 1 is developed with Loudoun County government facilities and recreational uses. The Cochran Mill Road area is home to a number of heavy industrial uses, including a rock quarry, asphalt plants, landscaping businesses and utilities. Overhead electrical transmission utilities bisect this area. A portion of the area—adjacent to the rock quarry and Villages at Leesburg—is occupied by residential uses.

Priorities for the area are to preserve and strengthen it for government services and continued industrial development. Economic development uses should be encouraged to locate in the Cochran Mills Road area including high value data centers or other flex office or industrial uses. Such uses will be compatible with the heavy industrial uses that already occupy the area. Land that is currently zoned for economic development uses should be preserved for those uses and not converted to residential use. Incorporation of Area 1, in whole or in part, will be studied and if deemed fiscally positive, the Town will consider addition of portions, or all, of the area to the corporate limits in the intermediate future.

2

Area 2 is largely developed with residential uses. A regional park exists on the Potomac River off of Edwards Ferry Road. The long term goal for this portion of the JLMA is to preserve the residential uses and open space areas that are there. While Town utilities have been extended to residential developments in these areas the Town has not pursued incorporation of the neighborhoods into the Town. The Town may consider this in the future if fiscal and other studies deem it advisable.

Joint Land Management Area

The JLMA is an area that is situated outside of Leesburg's corporate limits at the southern and eastern boundaries. It is an area that is recognized by the Town and Loudoun County as a growth area for the Leesburg. Its origins started in the 1980's when Loudoun County coordinated with the Town and adopted the Leesburg Area Management Plan. The boundaries in this plan were much larger than the current boundaries of the JLMA but the purpose was the same – to serve as a growth management tool. In the 1990's the Leesburg Urban Growth Area (UGA) was adopted with Loudoun's comprehensive plan and also with Leesburg's Town Plan. With a subsequent comprehensive plan update the area later became known as the Joint Land Management Area (JLMA). Policies in both documents stated that as utilities from the Town were extended into the JLMA, incorporation of those properties could be anticipated. Over the years, the Town has planned for utility service in the JLMA and has invested in utility improvements within the area.

In 2018 the Town Council adopted a resolution to incorporate a portion of the JLMA that is between the Dulles Greenway and the Leesburg Airport. The resolution also noted that other areas of the JLMA would also be studied for future incorporation. This resolution divided the JLMA into three general areas: Area 1, Area 1A, and Area 2.

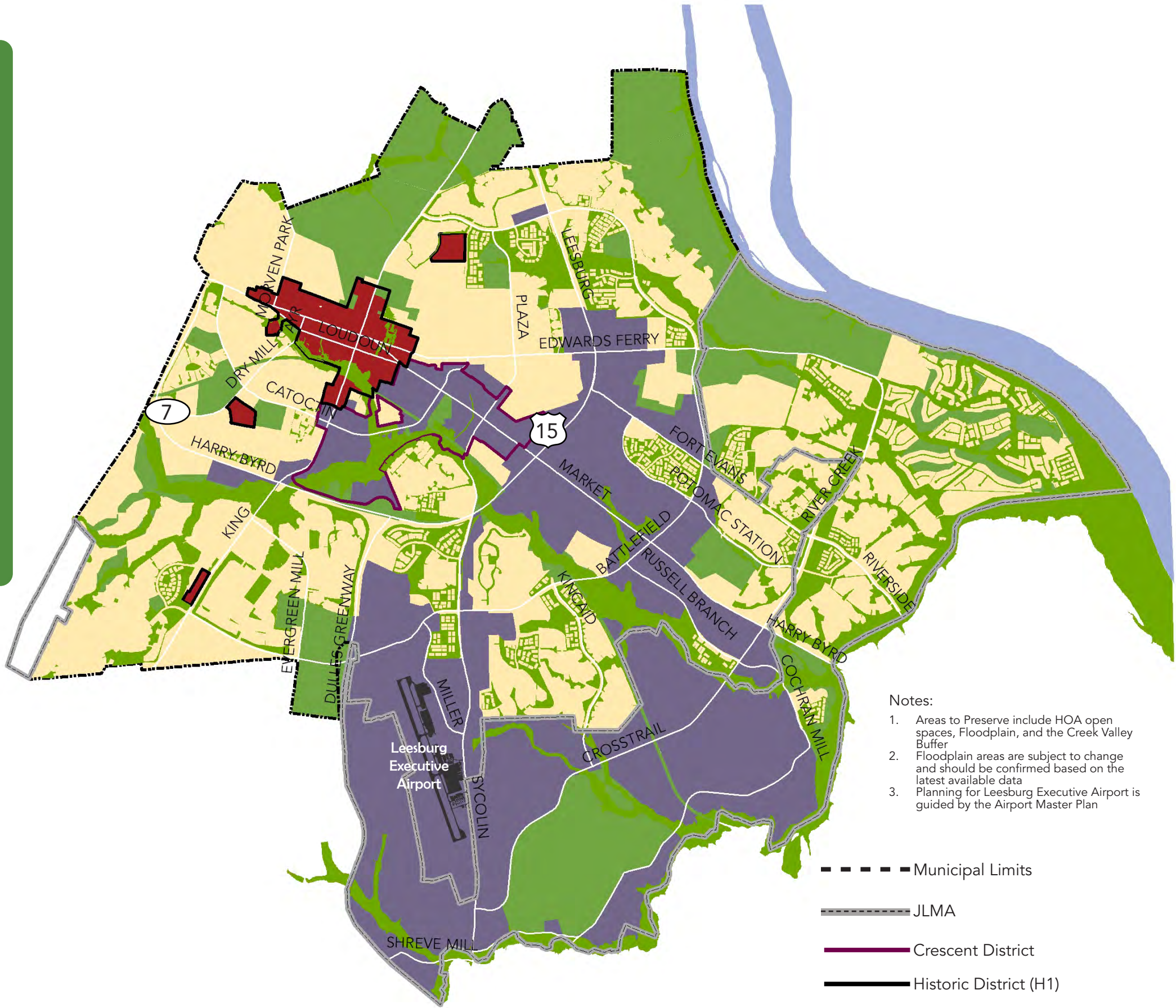
The JLMA remains the subject of ongoing discussions between the Town and Loudoun County and may be subject to further agreement between the jurisdictions.

Area Based Land Use Initiatives

A frame of reference for reading the Town Plan provides general meaning and examples for achieving the shared vision, applying the guiding principles, and presenting recommendations in the document. Clear purpose and intent for several high-level initiatives guiding the Plan also provides focus for the community, elected officials, Town staff, development interests, conservation partners, and other agencies in terms of their mission and expected outcomes to implement the Town Plan.

Four high-level initiatives are included in the Legacy Leesburg Town Plan: areas to preserve, areas to strengthen, areas to enhance, and areas to transform or evolve. Each initiative is described in the following pages with an objective, important considerations, and targeted outcomes summarized for moving things forward in the Town Plan. Icons used in later chapters of the document reinforce how specific recommendations support one or more of the high-level initiatives—reminding the community they are on-track for meeting its stated needs and expectations.

- Areas to Preserve
- Areas to Enhance
- Areas to Transform or Evolve
- Areas to Strengthen (and Protect)



- Notes:
1. Areas to Preserve include HOA open spaces, Floodplain, and the Creek Valley Buffer
 2. Floodplain areas are subject to change and should be confirmed based on the latest available data
 3. Planning for Leesburg Executive Airport is guided by the Airport Master Plan

- Municipal Limits
- JLMA
- Crescent District
- Historic District (H1)

Strategy 2.1.3 Reinforce the Leesburg Brand

The Town has a reputation for character and quality of life that should be aligned with targeted strategies to reinforce the Leesburg brand. This will include:

- ensuring that zoning enables the Town to achieve the desired development pattern;
- pursuing public private partnerships and other similar incentives;
- maintaining high quality urban design that conveys a clear sense of place;
- promoting new walkable and mixed-use development that reinforces the downtown;
- creating high quality open spaces connections.
- collaborating with local marketing initiatives to build the Leesburg brand by identifying and highlighting the “Leesburg experience” gained through events, the arts and cultural district, and tourist attractions.

The Town will work closely with the development community to provide a clear sense of the Town’s expectations and seek opportunities to partner with the private sector to achieve its expectations.

In addition, the Town will work to develop a collective branding campaign with business

groups and other business leaders and advocates. This campaign will be designed to build brand awareness and attract high-pay employers and compatible businesses.

Strategy 2.1.4 Locate & Shape Development in Ways That Promote the Vitality & Amenities That Attracts Talent, Jobs, & Investment

Focus new housing and jobs within a five-minute walk of mixed-use districts (e.g. the Crescent, Eastern Gateway, and Downtown), to promote compact critical mass that supports retail vitality and walkability, and in turn attracts talent, jobs, and investment to Leesburg.

Strategy 2.1.5 Significantly Increase Light Industrial/Flex Space

Through Zoning, Land Use and Town Review and Permitting processes, encourage development of light/industrial flex space throughout areas identified for transformation. This will help to diversify the Town’s economy by providing readily adaptable, and highly accessible space to attract a wide variety of users. These users can include everything from tech startups to maker spaces to emerging industries and distribution. This will allow the Town to remain competitive in a rapidly evolving economy. While flex spaces can be supported in a wide range of locations

throughout the Town, their compatibility with surrounding areas and seamless integration into the fabric of Leesburg will be key. Given this need for compatibility, flex uses will not be appropriate everywhere.

GOAL 2.2 USE ECONOMIC GROWTH TO EXPAND ECONOMIC OPPORTUNITY

Providing a foundation for attracting and growing businesses that will provide local employment opportunities is a critical component in the Town’s pursuit to become a sub-regional center for jobs and innovation. This is about more than building the supply, quality, and diversity of local jobs. It is also about expanding opportunities for people in three key areas. The first involves expanding opportunities for those who want to open local Main Street businesses that bring the Town’s streets to life. Vibrant Main Streets are an important component of a vibrant business community. The second area is about expanding new opportunities for people interested in the trades and vocational employment. Lastly it is about creating an environment for people who want to start new tech, innovation, maker or other businesses, that create jobs and build the local economy. The Town seeks to overcome obstacles that currently slow or impede these types of developments or exclude people from contributing to growing a stronger and more diverse local economy.

Strategy 2.2.1 Support Local Businesses & Entrepreneurship

Work with organizations to expand networking and collaboration opportunities for entrepreneurs, artists, startup businesses, technology, government contracting, and similar “new economy” businesses.

Take substantive steps to support local retail and related businesses (food, beverage, entertainment):

- Take advantage of the growing popularity of walkable retail nodes that mix a variety of food, shopping, and entertainment options to provide opportunities to grow new retail businesses
- Work with existing businesses that face an uncertain future with pressure for redevelopment to study potential relocation in the Town.
- The Town should invest in a high quality, and innovative public realm (including creative ways to involve the local arts community through digital public art and other venues) to enhance the experiential dimension of patronizing local businesses in Old and Historic District and new activity centers.
- In those areas already designated for residential development, take advantage of growing demand for higher density townhouses and multifamily housing to provide the most effective support for local retail and related businesses.
- Support seasonal and weekend businesses that enliven public open spaces and natural areas.
- Consider expanding areas in Town for food trucks in recognition that these ultimately serve a role in transitioning entrepreneur food businesses to brick and mortar locations.
- Work to support “popup” retail (e.g. retail intended to be temporary and “pop up” quickly).
- Provide electronic access to Town data, as appropriate, to help recruit businesses to Leesburg or support existing businesses.
- Identify sources for small business loans and other strategies that encourage disadvantaged entrepreneurs lacking sufficient financial resources to start businesses.

WHAT IS FLEX SPACE?

"Flex" space as a land use term refers to relatively larger floor plate buildings (often 10,000SF or more), generally one or two stories, that offer a broad flexibility in terms of uses. They usually command lower rents than buildings specifically built to house offices or specialized manufacturing. While these spaces traditionally have housed light manufacturing, assembly, warehousing and distribution activities, their lower rents and flexible open space are increasingly in demand by a growing innovation economy. For example, tech startups, "makers" who fabricate prototypes for tech companies, shared work spaces geared to entrepreneurs, and similar users increasingly seek flex spaces. In addition to building new flex space, a growing number of real estate developers are converting outmoded industrial building into flex spaces to serve the growing innovation market.

- Promote place-based tourism—including at least one additional hotel near the downtown.
- Continue to identify opportunities and connect businesses with organizations, such as the Small Business Development Center (SBDC), that provide various business assistance programs and training for entrepreneurs and businesses located in Leesburg.
- Continue to identify opportunities to connect businesses, in the most effective and efficient manner, with organizations that provide various business assistance and training programs for entrepreneurs and businesses located in Leesburg.

Strategy 2.2.2 Promote Economic Equity

The Town will take an active role in providing more opportunities for people seeking to unlock opportunities in the Leesburg economy that will attract jobs and investment. This involves creating new opportunities for potential employers as well as working with educational organizations to provide training opportunities that match the current and future needs of local businesses.

Like the rest of the United States, the Washington DC METRO faces a labor shortage at many points in the spectrum of skills and capabilities necessary to support a growing economy. Promoting economic equity is both right and pragmatic—and takes many forms. The Town will seek opportunities to address these issues by promoting education and outreach efforts in the community about a variety of programs including:

- Workforce readiness to address a range of factors that include educational attainment, childcare, health, language barriers, criminal justice issues, and other obstacles to entering the workforce.
- Job training and internship programs

- to provide the skills directly required for specific types of local employment opportunities.
- Disadvantaged business support for Small, Woman, and Minority (SWaM) entrepreneurs and others lacking resources to participate in new business opportunities.

GOAL 2.3 MAINTAIN THE TOWN'S FISCAL POSITION

The Town currently has a Triple A bond rating. It aims to continually and regularly strengthen its fiscal position. Under any circumstances, it would be desirable to grow and diversify the Town's tax base to provide enhanced services, reduce the tax burden on homeowners, and expand public facilities.

However, the next two decades will provide additional reasons to look for ways to strengthen its fiscal position that related to demographic changes.

- Suburbs and smaller cities across the US, including communities in regions with robust knowledge-based economies like the Washington DC Metro that are projected to continue to outpace most other regions in economic growth for at least the next decade. Aging populations are creating a growing stress on the traditional reliance on real estate tax revenue as suburbs are projected to age faster than urban cores. As an increasing share of homeowners shift to fixed incomes, it will become increasingly difficult for Leesburg to increase real estate taxes on a growing share of residential tax base. In turn it will be increasingly critical to diversify the tax base by growing Leesburg's local economy and new sources of property tax growth.

- As the US ages, more than half of the country's population growth is projected to consist of individuals 65 years of age and older for the next two decades. This is a considerably higher share than will be the case for Leesburg and Loudoun County. Growing healthcare costs will demand a steadily growing share of discretionary Federal and State budgets, creating additional pressures to generate more revenue at a local level. An example would be the funding of costs for retrofitting the Town's streets for a new era of complete streets and autonomous mobility over the next two decades.

Strategy 2.3.1 Diversify the Town's Tax Base

- Encourage investment in office and innovation space in all areas, including new walkable, mixed-use activity centers that can leverage lively streets and nearby amenities to attract talent and the jobs and investment that follow.
- Create new opportunities for data centers and other high value commercial tax base opportunities.
- Work to identify new locations for businesses being relocated with redevelopment activity and for businesses looking to expand.
- Provided that land in the JLMA is incorporated, discourage new single-family residential development in areas 1 and 1A of the JLMA. Residential will produce less fiscal value in these areas as well as potential compatibility issues and should be avoided.
- Encourage development of light/ industrial flex space in Town and in the JLMA (provided that it is incorporated), to diversify the Town's economy and tax base by providing readily adaptable, highly accessible space to attract a wide variety of users—from tech startups to

- maker-spaces to emerging industries and distribution—to enable Leesburg to remain competitive in a rapidly evolving economy.
- Monitor the growth of virtual work following the Covid-19 pandemic. There is statistical evidence that teleworking due to telework requirements has been longer lasting in Leesburg than in some other markets (see StreetLight Data research conducted for this project, which suggests that traffic levels were down 46% in the summer months of 2020 compared to 2019; this value was much higher than in other markets that relied less on long-distance, white collar commuters). Leesburg can capitalize on teleworkers by improving broadband internet access in public places; installing public "hot spots" in public places; and considering the importance of service delivery, co-work spaces, and mixed-use development. Some states and communities are taking things a step further to lure more teleworkers by offering free desk space in co-work places, direct cash incentives, or moving allowances (Tulsa Remote at: <https://tulsaremote.com/>)
- Encourage and promote a strong tourism industry within the Town, focusing on both local and out-of-town visitors.



Dublin OH, new suburban mixed-use center. Note office on second floor, above retail and restaurants, with housing above.

Strategy 2.3.2 Invest Town Funds Strategically in Areas where the Town can Grow its Commercial Tax Base

The Town should invest in its own future and prioritize public investments, public/private partnerships, and improvements to the public realm that encourage and catalyze strategic redevelopment efforts. Creating new walkable, mixed-use activity centers to replace aging strip centers and other low value uses will provide rich dividends in terms of significantly increased valuations and expansion of the tax base in the future. Additionally, work with the owners of aging and/or former retail-based centers to create new local employment centers, while continuing to expand the commercial tax-base.

Strategy 2.3.3 Focus Growth and Redevelopment on Projects that will produce Non-Residential Tax Revenues

The Town seeks to minimize the local tax burden on its residents. As part of this aspiration, non-residential development will be a key part of growth and redevelopment efforts. The Town's goal is to have a stable and diversified portfolio of revenues from both residential and non-residential sources. For multi-phased development and redevelopment projects, a phasing plan should demonstrate how an application addresses this fiscal goal during all phases of a development project. The Town's analysis of fiscal impacts will rely on an internal fiscal impact team and use of the Town's fiscal impact model.

Strategy 2.3.4 Recognize the Significant Revenues Associated with Data Centers

One of the greatest assets to the Leesburg region is the excellent fiber infrastructure. With this infrastructure comes a strong market for data centers which provides a strong potential to increase the Town's tax base. Data centers have the added benefit of being strong tax revenue producers despite minimal traffic. The Town will support data centers within its "areas to transform or evolve" where they will not have an adverse impact on local residents. Efforts should be made to develop these facilities in a manner that will respect Leesburg's character.

Strategy 2.3.5 Recognize the Significant Revenues Associated with Tourism

Tourism in Leesburg includes a number of industries, ranging from accommodations, corporate businesses and meeting spaces to historic attractions, local events, and a variety of shopping and dining options. All of which attract visitors to our Town, bringing revenue in from outside of the area. Efforts should be made to maximize the many benefits of tourism to the local economy.

Strategy 2.3.6 Avoid Conversion of Commercially Planned and Zoned Land

While redevelopment activity resulting in some new residential development is anticipated, any such redevelopment projects should demonstrate an emphasis on an employment focused or mixed-use environment that contributes to a strong tax base and vibrant economy or new amenities for Leesburg residents. Maintaining land for compatible development in appropriate locations that emphasizes flex development and industrial development is also encouraged.

GOAL 2.4 ENSURE PROACTIVE UTILITY PLANNING TO IMPROVE QUALITY OF LIFE AND MAINTAIN CAPACITY TO SERVE FUTURE DEVELOPMENT

Strategy 2.4.1 Work With Utility Providers to Make a Wide Range of Services Available

The town recognizes the value of providing residents with numerous choices of utilities and will work collaboratively with various utility providers to facilitate making their services available to Town residents. This includes obtaining new services and emerging technologies as well as extending existing utilities to parts of Town that are not currently served. All utilities including water, sewer, electric, natural gas, and telecommunications should be enhanced where necessary and possible.

Strategy 2.4.2 Proactively Ensure that Utilities are Maintained and can Accommodate Future Development

The Town must be prepared to quickly react to evolving utility demands. Recommendations include conducting a detailed utility study and identifying alternatives to meet future needs. (Refer to the following page for additional information and specific strategies and recommendations.)

Strategy 2.4.3 Develop a Strategic Plan Focusing on all Utilities Serving the Town

Utility needs in the Town will continue to evolve as new technologies emerge and as growth in the Town continues. Utilities needs include everything from water, sewer, electric, gas, internet and more are provided by both the Town and other entities. A Strategic Plan will help the Town best serve its evolving needs for new and existing residents and business owners.

GOAL 2.5 UTILIZE FEDERAL PROGRAMS AND LOCAL RESOURCES TO BOLSTER THE LOCAL ECONOMY

In 2010, census data related to Leesburg's traditionally less affluent geographic area between downtown and the bypass led to the creation of a U.S. Small Business Administration (SBA) "Historically Underutilized Business (HUBZone) Program. These zones were created to help small businesses gain preferential access to federal procurement opportunities. The only HUBZone in Loudoun County, the Leesburg HUBZone has been very successful in its mission to match new business and talent. Some of the requirements to qualify as a HUBZone business include:

- it must be a small business by SBA standards
- It must be owned and controlled at least 51% by U.S. citizens
- Its principal office must be located in a designated HUBZone
- At least 35% of its employees must reside in a HUBZone

Opportunity Area No.4—Leesburg Executive Airport

The Leesburg Executive Airport area is generally south of Battlefield Parkway with portions both in Town limits and the Joint Land Management Area. The area offers a unique location in the region for recruiting economic development interests. Airport and related activities should be targeted for portions of the area identified for office and light industrial development. The majority of office uses in the area are currently occupied by Loudoun County Government. Compass Creek is a master planned community that includes office, retail, flex industrial, hotel, and supporting land uses. Major arrivals to the area are the new Walmart and Ion International Training Center, and a number of fast food restaurants recently approved for construction.

The remainder of the site is envisioned as an innovation village with a design, scale, character, and intensity that emphasizes technology, creativity, and innovation. This area is one of the single most important areas in the Town for Economic Development related efforts. Uses in the area should support a corporate headquarters, research and development campus, manufacturing center, or other centers of excellence and the nearby retail businesses and housing options (sometimes above retail or office space on the first floor of a building) needed to serve its employees. Given the proximity to the airport and the intensity and type of uses envisioned here, residential development would not be compatible.

Taller buildings (minimum of three stories) and more urban parking strategies—on-street parking, parking decks, and shared-use parking strategies—reduce the future development footprint (lot coverage) and provide more opportunities for connected open space throughout the activity center (returned to the Town via requirements in the development review process). Pocket parks, public plazas, and community gathering areas should be added throughout the area to make open space a prevalent feature in the activity center.

Recommendations for the new activity center acknowledge market trends that are changing to meet the needs of a more creative class of workers anticipated in the future.

1 Support Operations at Leesburg Executive Airport

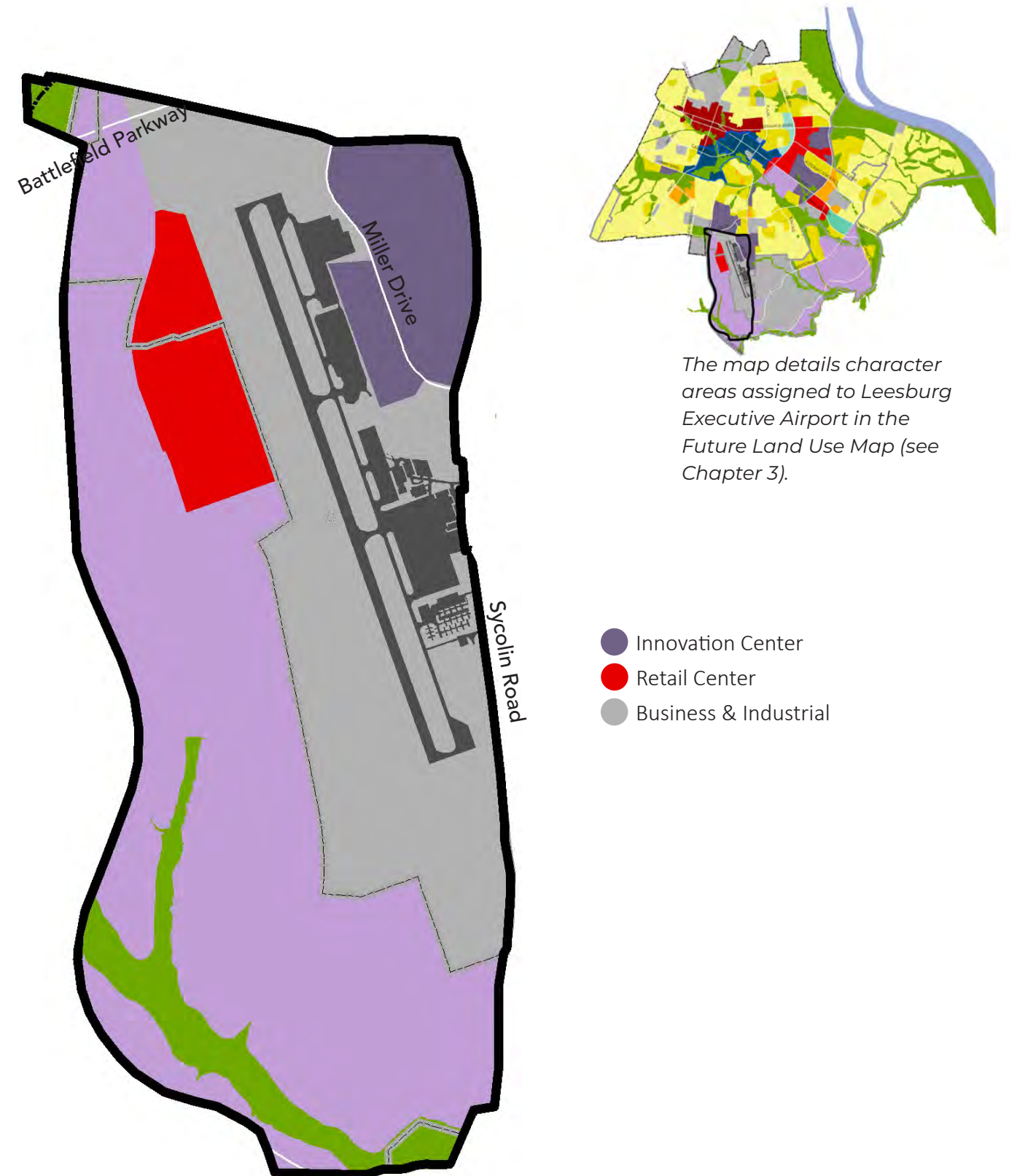
Continue to support long-term plans and operations at the Leesburg Executive Airport captured in the Airport Master Plan, including land use and building height compatibility around the airport and protection of designated runway protection zones.

2 Use the District as an Opportunity to Expand the Town’s Development Portfolio

Areas identified for employment centers in the Compass Creek community offer some of the last opportunities in Leesburg to build and recruit businesses that require a large development footprint. Protect and promote the centers with economic development strategies that highlight the advantages of a large, single site and close and convenient access to major transportation corridors. Uses targeted for the centers should be compatible with the Leesburg Executive Airport.

3 Annex the Land into the Town

Town officials should formally annex the land generally bounded by the Leesburg Executive Airport on the east, Shreve Mill Road on the south, Dulles Greenway on the west, and Dulles Greenway Exit Ramp 2B on the north for the purposes of economic development and local tax base increases.



The map details character areas assigned to Leesburg Executive Airport in the Future Land Use Map (see Chapter 3).

Note: Floodplain areas are included in the Parks/Open Space/Natural Areas designation. Floodplain areas are subject to change and should be confirmed based on the latest available data.



LEGACY LEESBURG ACTION PLAN

GUIDING PRINCIPLE	GOAL	STRATEGY #	STRATEGY	RESPONSIBLE PARTIES	STRATEGY TYPE	PERFORMANCE MEASURES (SEE PAGE 214)
Dollars and Sense	Leverage the Town's Unique Character to Attract High Quality Jobs & Investment	2.1.1	Reinforce Quality of Life		●	2.1, 2.2
		2.1.2	Expand the Supply and Diversity of Local Jobs		●	2.1, 2.2
		2.1.3	Reinforce the Leesburg Brand		●	2.1, 2.2
		2.1.4	Locate & Shape Development in Ways That Promote the Vitality & Amenities That Attracts Talent, Jobs & Investment		●	1.1, 1.2 2.1, 2.2, 2.3, 2.4
		2.1.5	Significantly Increase Light Industrial/Flex Space		●	2.1, 2.2, 2.3
	Use Economic Growth to Expand Economic Opportunity	2.2.1	Support Local Businesses & Entrepreneurship		●	2.1, 2.2, 2.3, 2.4
		2.2.2	Promote Economic Equity		●	2.1
	Maintain the Town's Fiscal Position	2.3.1	Diversify the Town's Tax Base		●	2.1, 2.2, 2.3, 2.4
		2.3.2	Invest Town Funds Strategically in Areas where the Town can Grow its Property Tax Base		●	1.3, 1.4, 2.3, 2.4
		2.3.3	Focus Growth and Redevelopment on Projects that will produce Non-Residential Tax Revenues		●	2.3, 2.4
		2.3.4	Recognize the Significant Revenues Associated with Data Centers		●	2.3, 2.4
		2.3.5	Recognize the Significant Revenues Associated with Tourism		●	2.3
		2.3.6	Avoid Conversion of Commercially Planned and Zoned Land		●	2.3, 2.4

Town of Leesburg
 Loudoun County
 Development Community
 Partner Organizations
 ● Requires Council Action or Initiation
 ● Ongoing implementation efforts



LEGACY
Leesburg

TRANSPORTATION IMPROVEMENT PLAN (03.22.2022)

Programmed Projects

The Virginia Department of Transportation (VDOT) publishes a statewide transportation improvement program (STIP) every three years. The STIP presents a program of projects in Leesburg that are or will use state and federal funds over the next four years; locally administered projects are also indicated. [Table 2](#) describes the current and recent projects programmed by VDOT in the STIP.

Street	Project Administrator	Route Number	Project Purpose	Target Time Frame*
VA 7/15 Leesburg Bypass	VDOT	7 / 15	Widen Route 7/ US 15 Leesburg Bypass from West Market Street to East Market Street (Route 7 Business)	2035
Evergreen Mill Road	Leesburg	621	Widen US 15 South Kin Street to South Town limits of Leesburg	2028
Route 15 Bypass	VDOT	US 15	Widen Us 15 Bypass from Battlefield Parkway to VA 661 Montresor Road	2026
Route 15 Bypass	Leesburg	US 15	Complete interchange at Battlefield Parkway and Route 15 Bypass	2035
Route 7/15 Bypass	VDOT	7/15	Complete interchange at South King Street and Route 7/US 15 Bypass	2027
Route 15 Bypass	Leesburg	US 15	Complete interchange at Edwards Ferry Road and Route 15 Bypass	2030

Table 2. Recent and Current VDOT Programmed Projects (source: Virginia State Transportation Improvement Program)

* Target Time Frame is subject periodic updates per the CIP process

SUMMARY OF POTENTIAL PROJECTS AND IMPACTS

The great majority of comments received during the public engagement process for the Town Plan Update referenced better walking conditions. Additional improvements to some areas of traffic congestion, cycling improvements, and transit connectivity / improvements were also cited. The project recommendations reflect the same emphasis on personal mobility, but also include a number of concepts for improving all modes of travel.

It is worth noting that Leesburg and northern Virginia generally have traffic congestion because people want to be here. This is a sign of economic and cultural vitality and indicative of Leesburg being a good place to live. However, this vitality can be bad for an individual that simply wants to move quickly across Town. Some things that are generally good can be bad for individuals. For example, while Leesburg has great retail options, that retail attracts people from throughout the region that contribute to the local economy. But those visitors can make our individual commutes take longer.

The project team heard repeatedly that traffic congestion in Leesburg is relatively light compared to where some people originated. People also talked about building on the great atmosphere and extending the walk- and bike-ability of the Town outside of downtown, and connecting places to downtown, commercial centers, and neighborhoods through improved walking connections.

Potential Future Projects

The project team and community engagement process, as well as a review of past, adopted plans, helped discover a number of projects that can improve the objectives of safety, connectivity, mobility, and a healthy slate of alternatives. These projects originate from a high-level assessment of the issues presented at public forums. All recommendations should be considered conceptual,

requiring further investigation in both their planning and design to incorporate environmental impact minimization, permitting, community interests, and other requirements. Additional studies, including modeling, microsimulation, environmental screening, and community input will be required to bring many of these recommendations to reality, as well as an objective quantification of start-up costs, ongoing operations/maintenance costs, and rights-of-way requirements to produce an accurate cost estimate.

The Town of Leesburg is required by state statute and the policies of the Virginia Department of Transportation to consider multiple effects of any transportation project that may have a negative impact on traffic congestion for state-maintained roadways. Additionally, the Town (or any community inside VDOT's Northern District 9) must assess the impacts of access to or along emergency evacuation routes (which include the Leesburg Bypass (Route 7/15), King Street (Route 15), the Dulles Greenway (Route 267), and Market Street (Route 7)). This section summarizes transportation project recommendations contained in the Town Plan along five dimensions (safety/security, connectivity/reliability, traffic congestion relief, slowing too-fast traffic, and improving aesthetics).

Table 3 on the following page and Figure 3 below summarize the project recommendations, with reference codes for the table as shown below.

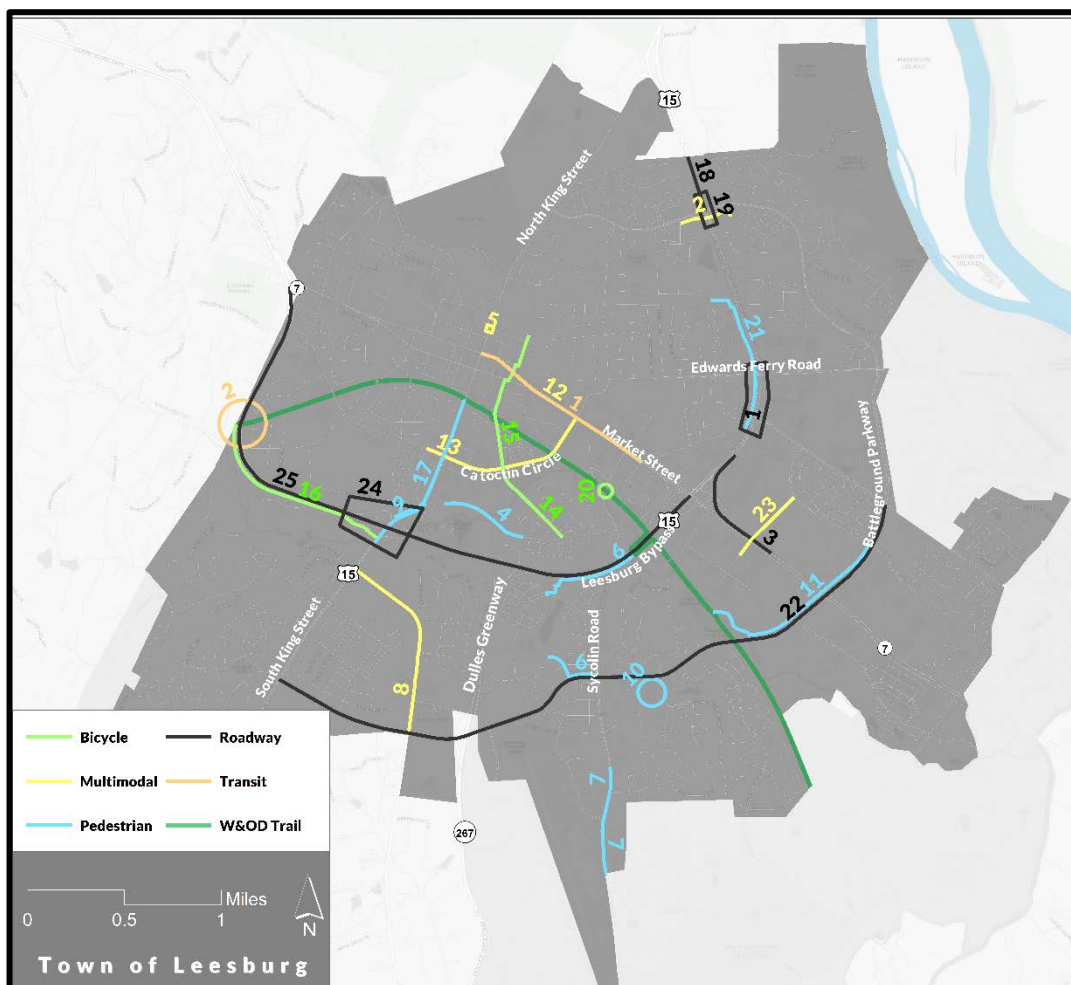


Figure 3. Project Recommendations Map

map	PROJECT RECOMMENDATION	SS	C R	T C	ST	IA	SM	EE	COST (\$000S)	TARGET TIME FRAME*
1	Edwards Ferry Road/Leesburg Bypass Interchange	●	●	●			▲	▲	\$70,000	2030
2	Battlefield to Bypass Roadway & Pedestrian Imps.	●	●	●		●			\$1,030	2020
3	Route 7 (East Market) To Bypass		●			●	▲	▲	\$5,348	2035
4	Davis Avenue / Isaac Walton Park Area Improvements				●	●			\$1,623	2024
5	King Street / North Street Intersection Safety Improvements	●	●			●			\$493	2028
6	Oaklawn/Hope Pedestrian Improvements		●			●			\$1,110	2030
7	Sycolin Road SE Pedestrian Improvements (phase I and II)	●	●			●			\$594	2030
8	Evergreen Mills Road Widening	●	●	●					\$22,000	2028
9	South King Street Pedestrian Improvements (Leesburg Bypass)	●	●			●			\$854	2030
10	Cool Spring Safe Routes to School Pedestrian Infrastructure Project	●	●		●	●			\$2,101	2030
11	Battlefield Parkway SE Pedestrian Improvements		●			●			\$2,856	2030
12	Market Street Redesign (Loudoun Street to Plaza Street)	●			●	●			\$5,906	2030
13	Catoctin Circle Redesign (E. Market Street to Crestwood)		●		●	●			\$14,157	2040
14	Harrison Street SE Cycling Improvements (W&OD to Gateway Dr)	●	●			●			\$440	2030
15	Harrison Street NE Cycling Imps. (North Street NE to W&OD)		●			●			\$623	2035
16	Leesburg Bypass SW shared-use Path (S. King Street to W&OD Trail)		●			●			\$3,689	2040
17	South King Street Pedestrian Imps. (Leesburg Bypass to W&OD)	●	●		●	●			\$693	2035
18	Widen Route 15 Bypass from Battlefield Parkway, north to corporate limits		●	●			▲	▲	5,000	2040
19	Interchange at Leesburg Bypass and Battlefield Parkway		●	●					\$91,124	2030
20	Shared-use Path Connection between Sycolin Rd and W&OD Trail	●	●			●			\$963	2035
21	Leesburg Bypass NE Pedestrian Improvements	●	●			●			\$3,230	2030
22	Widen Battelfield Parkway from South King Street (Route 15) to Fort Evans Road		●	●			▲	▲	\$22,000	2040
23	Construct Flyover over Route 7 at Cardinal Park Drive		●	●			▲	▲	\$61,000	2030
24	Interchange at South King Street and Leesburg Bypass (Route 7/15)		●	●			▲	▲	\$50,000	2027
25	Widen Leesburg Bypass (Route 7/15) from West Market Street to East Market Street		●	●			▲	▲	\$70,000	2038
1	Transit: Deploy Micro-Mobility in Leesburg (not mapped)		●				▲	▲	Variable	2040
2	Transit: Improve Connections (various locations, some not mapped)		●				▲	▲	Variable	2040
3	Express Route to Ashburn Station (not mapped)		●	●			▲	▲	\$350	2040

Table 3. Project Recommendation Summary Table

SS: Safety / Security

CR: Connectivity / Reliability

TC: Traffic Congestion Relief

ST: Slow Too-Fast Traffic

IA: Improve Aesthetics

SM: Impact to State-Maintained Road

EE: Impact to Evacuation Route

(▲ Positive, || Neutral, ▼ Negative)

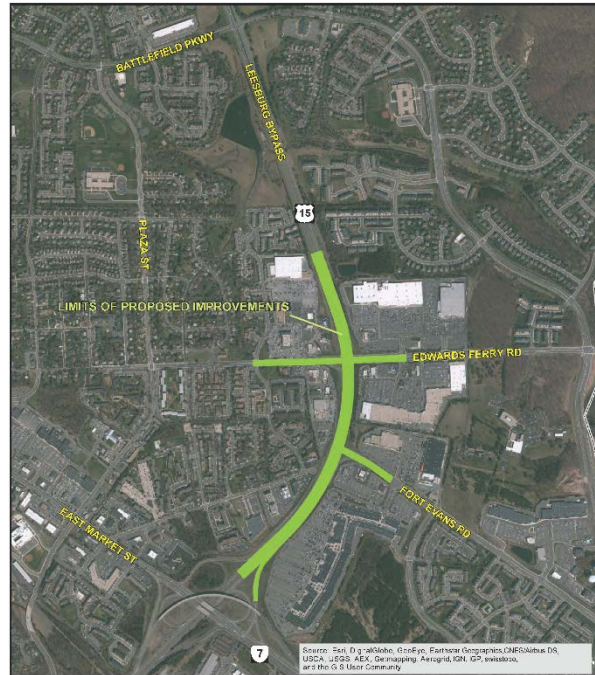
*Target Time Frame is subject periodic updates per the CIP process

The project recommendations detailed in the paragraphs that follow are not shown in any particular order or priority. The numbering corresponds to that shown in the project recommendations summary.

1. Edwards Ferry Road/Leesburg Bypass Interchange

Justification: The Leesburg Bypass (Route 15) serves as a major commuter route, and there are numerous large retail developments in the area of Edwards Ferry Road and Fort Evans Road that generate significant traffic volumes. These two existing signalized at-grade intersections are heavily congested and have high accident rates. In addition, large volumes of pedestrian traffic cross the bypass between the residential areas inside the bypass and the commercial development outside the bypass resulting in significant safety concerns. The project area has also experienced significant commercial growth in the past 15 to 20 years. As a result, traffic volumes are beyond the capacity of the existing at-grade signalized intersections. This project can improve traffic flows and safety conditions while creating a pedestrian connection across the Bypass that serves both Edwards Ferry Road Fort Evans Road.

Description: This project consists of the development of a new grade-separated interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass and will include the intersection at Fort Evans Road. Public hearings for this project were held in May of 2018 and the project is currently awaiting funding.



2. Battlefield to Bypass Pedestrian Improvements

Justification: Traffic conditions in this location are worsened by a four-lane roadway transitioning to two lanes on Route 15 going towards Maryland – a scenic byway with an important bridge over the Potomac River that is unlikely to be widened soon. As noted, getting people in cars and on foot through the barrier of the Bypass is important, as is improving safety at this moderately high-crash location. This project complements the north-side improvements programmed for construction in 2020 with a south-side trail and crossing, likely concurrent with the development of an interchange to replace the intersection (refer to recommendation #19).

Description: The intersection at this location is currently at-grade and serves 38,000 cars per day. The interchange recommendation (refer to recommendation #19) should also accommodate this south-side pedestrian improvement. VDOT, as of this writing is preparing to construct a pedestrian route on the north side of the existing intersection as well as make drainage improvements under the west approach (VDOT Project #U000-253-337).

3. Route 7 (East Market) to Leesburg Bypass North

Justification: Backups occur in the westbound direction daily on Route 7 heading into Leesburg’s heart, generally caused by insufficient capacity on the right-turning movements at the Bypass. Better signage has also been identified for wayfinding purposes.

Description: A second northbound ramp could be constructed to pull traffic off of Market Street faster; better approach signage starting earlier would be an immediate enhancement. Additional conceptual design and microsimulation of traffic flows would support this option, but there appears to be sufficient right-of-way currently to accommodate this capacity improvement although redesigning the wing wall on the structure for the flyover on the Bypass is likely required and could present significant project challenges. This project should be reconsidered after completion of the nearby Battlefield Parkway Interchange.

4. Davis Avenue / Isaac Walton Park Area Improvements

Justification: Improve connectivity in a more-recent-era street layout that traditionally did not prioritize connections. Parks and neighborhoods are nearby, with the potential to pull local traffic off of major arterials (Catocin Circle and Leesburg Bypass) to provide a lower-traffic alternative.

Description: Private development is expected to connect Davis Avenue to Gateway Drive; it will also include a minimum 8’ (preferably 10’) shared-use path (SUP). Given the importance of this project from a pedestrian and vehicular connectivity standpoint, the Town should keep this project in the Transportation Improvement Plan and consider making these improvements in the event the event the proposed development does not occur as anticipated.

5. Historic District Intersection Safety Improvements

Justification: The historic district and its tightly knit street system work together extremely well to produce the iconic heart of Leesburg. While the King / North street intersection was used as an example, other intersections have issues with small turning radii (and curb run-ups), narrow rights-of-way, and poor visibility.

Description: First and foremost, the intersections in the historic district contribute to the feel of the downtown. There are a variety of options to make improvements and any such improvements will require more detailed studies to confirm their viability. For example, additional traffic signals could likely reduce angle collisions from turning movements that have poor sight lines now, but they are generally not recommended. A context-sensitive solution, and one that would improve walking, slow cars, and reinforce the desired local emphasis for downtown streets, would be the introduction of “bump outs” or pedestrian extensions. Extending the stop bar on the east leg also improves sight distances.



6. Oaklawn/Hope Pedestrian Improvements

Justification: Improving the connectivity through the newer parts of town close to Battlefield Parkway and the Leesburg Bypass includes not only improvements within Catocin Circle or downtown, but also closer to the periphery of these major arterials.

Description: Widening the greenway from the intersection of Sycolin/Battlefield to and up Oaklawn Drive to a minimum of 8' wide can occur as the pavement begins to need replacement. The existing trails around the pond stop at Hope Parkway; connecting across Hope Parkway to a new location greenway (600') bounding the south side of the Leesburg Bypass will reach the west side shared-use path on Sycolin Road and its crossing of the Leesburg Bypass (approximately 1,200'). A switchback path can help move pedestrians and cyclists from the Leesburg Bypass grade up to the grade of Sycolin Road (approximately 25' in height) to make the Leesburg Bypass crossing on Sycolin Road.

7. Sycolin Road SE Pedestrian Improvements

Justification: Connecting this future area of development with the rest of the pedestrian network in town can help bring new and old parts of the community together, reinforcing the walk- and bike-oriented tapestry well removed from the historic downtown.

Description: Finishing the short (1,100') segment of the east-side shared-use path to Tavistock Drive SE is facilitated by ample setbacks to existing parking areas and undeveloped lands. Improving pedestrian crossing conditions at Tavistock Drive/Sycolin is also recommended (pedestrian phase, crosswalks), as is the possible purchase of the northeast corner parcel from Virginia Power & Light (future park or neighborhood commercial, excluding the existing parking area). A second phase would continue the east side shared-use path from Tavistock Drive SE to north of Loudoun Center Place (2,100') and can be supported by private development actions. Bolen Park and its ballfields, the Leesburg Executive Airport, and Leesburg's nearest park-and-ride stop would be connected with this second phase of the Sycolin Road SE shared-use path.

8. Widen Evergreen Mills Road (Route 621 from South King Street, south to Town Limits)

Justification: This project will help to maintaining the adopted roadway level of service standards and calls for providing a safe, convenient, continuous, comfortable, and aesthetically pleasing transportation environment that promotes bicycling and walking.

Description: This project consists of widening of approximately 1.3 miles of Evergreen Mill Road from the Heritage High School entrance (south of Battlefield Parkway) to South King Street (Route 15). The existing two lane road will be widened to a four-lane street with median, sidewalk on one side and a shared use path on the other side. The project will include utility relocation, curb, gutter, and storm drainage.

9. South King Street Pedestrian Improvements (Leesburg Bypass)

Justification: An important crossing of the Leesburg Bypass on its west end, the underpass shared with South King Street satisfies the need to connect newer neighborhoods to the south (Linden Hill, Greenway Farm) inside Catoctin Circle and then to downtown less than a mile away – an easy bike ride when there are facilities to allow the trip to occur.

Description: The underpass of the Leesburg Bypass at South King Street is nicely equipped with a barrier-protected shared-use path on the west side. However, the east side can be readily improved as well, including a vertical barrier (fencing) to match that on the west side ([Figure 6](#)). Additionally, more lighting under the bridge would be a welcome security and safety



Figure 1. South King Street Underpass w/Leesburg Bypass Now (left) and Recommended (right)

improvement.

10. Safe Routes to School Pedestrian Infrastructure Project

Justification: Schools in Leesburg are often fairly “walkable.” People told us not to focus strictly on downtown or inside Catocin Circle, but also to bring walkability to other areas that didn’t benefit from historical grid patterns of narrow streets, so schools like Cool Springs Elementary make good pilot projects.

Description: Although this recommendation would potentially for any school in Leesburg, Cool Springs could make a good pilot project. Tavistock Drive is mostly a two-lane roadway and posted at 25mph throughout. The current design of 12-foot travel lanes and turning lanes even at minor intersections is indicative of a much higher design speed, in spite of the purely low- to moderate-density neighborhoods, schools, and civic uses nearby. This recommendation pairs with a safe routes to school policy/program recommendation (Policy & Program Recommendation #4) that would capitalize on existing walking trails and neighborhood-level proximity of the school to its neighbors, creating a more clearly defined walk-first context. Redesigning the intersections of Tavistock Drive with Battlefield Parkway, Somerset Park Drive, and MacAlister Drive to include (tree-) planted medians; painting/signing bicycle lanes throughout Tavistock Drive; constructing buffered pedestrian crossings; and installing a new, pedestrian-activated signal at MacAlister Drive are some recommendations that could be refined during a design exercise. The [Safe Routes to School \(SRTS\) Infrastructure Grant Program with VDOT](#) could be applied for in 2021 after a preliminary design and neighborhood involvement exercise has been completed to help fund the improvements.

11. Battlefield Parkway SE Pedestrian Improvements

Justification: Battlefield Parkway takes advantage of its wide right-of-way by dedicating a portion of it to pedestrians, cyclists, and other active mode users. Filling in the remaining gap segments is beneficial to travel in the less-well-connected and newer areas of town that are near areas likely to grow faster.

Description: Connect the north-side shared-use path that exists now from W&OD Trail to the existing shared-use path on the west side of Potomac Station Drive (4,700’). This route also connects with the Russell Branch Parkway shared-use path; hence, improvements to the pedestrian crossing treatments at the Battlefield Parkway / Russell Branch Drive intersection should be constructed at the same time.

16. Leesburg Bypass SW Shared-Use Path (South King Street to W&OD Trail)

Justification: A second project brought to the attention of the planning project team during focus group meetings is this proposed, off-road connection hugging the south side of the Leesburg Bypass (Harry Byrd Highway). The project fills a significant gap in the walking / biking network and connects neighborhoods to the southeast with the W&OD Trail to the northwest.

Description: The 1.04-mile length of the project would consist of 10-foot-wide asphalt and two-foot clear zone on either side (the width can be narrowed to 8' in short sections where the right-of-way is constrained. A short "stub" connection with the Tuscarora Creek apartments connects this development as well. Some challenges with sharing road right-of-way with VDOT as well as overhead utilities are expected.

17. South King Street Pedestrian Improvements (Leesburg Bypass to W&OD Trail)

Justification: This project addresses sidewalk gaps and design shortcomings between the Leesburg Bypass and the W&OD Trail (4,300'), resolving connectivity, safety, and (potentially) aesthetic needs in this busy corridor.

Description: Sidewalk exists along most of the length of this corridor (although not all of it), but completing two gaps in the sidewalk as well as improving intersection and driveway crossings are important upgrades in a busy, auto-centric corridor that is a gateway to the heart of town. The following set of improvements, which could be augmented by a more detailed study later, include:

- Complete two gaps in the sidewalk network (attaching to Project Recommendation #9) at the south end (700' total);
- Improve crossing safety and visibility at the westbound/northbound Bypass ramp, Food Lion driveways (eliminate high-speed entrance on northmost driveway), East First Street SE, Catoctin Circle, install flashing signal in advance of the W&OD Trail crossing; and
- A more extensive project would be the redesign of the 700' block from the residential section of South King Street to Catoctin Circle to narrow the road from six lanes to four, extend brick surface sidewalk and pedestrian-scale lighting present to the north, and widen the median to allow for tree-planted landscaping. Note: these elements are not included in the opinion of probable cost.

18. Widen Route 15 Bypass from Battlefield Parkway, north to corporate limits

Justification: The Route 15 Bypass is a major commuter that is currently facing significant traffic congestion and peak hour delays.

Description: This project will be designed and constructed from Battlefield Parkway to Montresor Road. This project is funded by NVTA and only a small portion is in the Town. Proposed improvements consists of widening and reconstruction of the existing roadway from two to four-lanes within a tight corridor, with complex right-of way (ROW) and utility impacts. The project will require extensive public relations efforts coordinated with VDOT, Loudoun County and affected stakeholders; as well as multi-stage temporary traffic control with high traffic volumes and maintenance of property access.

19. Interchange at Leesburg Bypass and Battlefield Parkway

Justification: The other important option (refer to *Project Recommendation #18*) to moving people through the north end of Route 15 is to replace the intersection of Route (Leesburg Bypass) and Battlefield Parkway NE with a full interchange. This area was the first- or second-most-cited congestion problem in Leesburg, the other being East Market Street.

Description: The current intersection operates with every turning movement “at grade;” that is, whenever a car is turning other cars have to wait for it (after the car that is turning had to wait to turn). All of this turning creates a lot of delays. The location currently has unbuilt land that can accommodate several different interchange types without taking a single home, including a compressed diamond (Figure 9). With additional expense, heavy turning movements can be accommodated with more structures. It is important

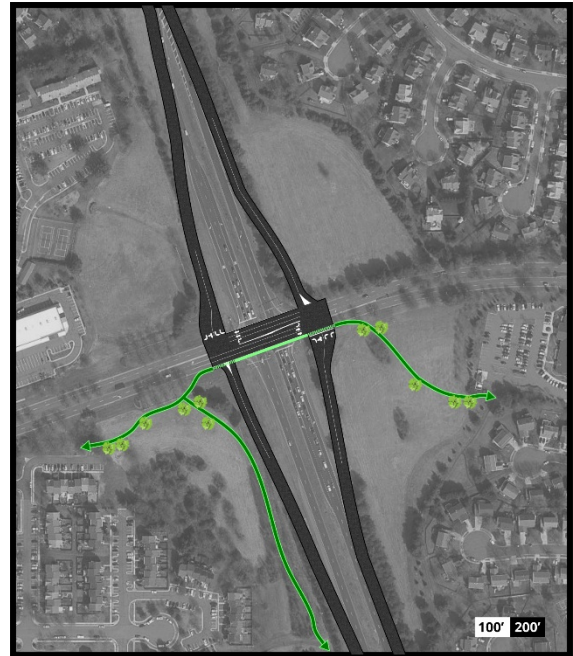


Figure 3. Rendering of Compressed Diamond Interchange

to accommodate pedestrian and bicycle movements at this location as well as tie into existing trail networks on both sides of the Leesburg Bypass. The Town has received funding to support a conceptual design (Interchange Access Report – IAR) and this concept design will start in Summer 2021, but no funds for final design, land acquisition, or construction have been identified.

20. Shared-Use Path Connection from/to Sycolin Road with W&OD Trail

Justification: Identified by the public and cycling advocacy participants, this connection allows for easy and legal access between Sycolin / Plaza Road and the W&OD Trail. This connection to Sycolin Road’s adjacent sidewalks and trails also means connections to the north and south, some of which are adjacent retail and other commercial destinations.

Description: There are a number of options available to make this connection on either side of Sycolin Road. One interesting alternative (Figure 10) is to upgrade the pavement on and make streetscaping improvements to Sycolin Road SE in front of Southern Electrical Services Company, then extending the pavement to a new pedestrian footbridge crossing of Tuscarora Creek before continuing up to meet the grade of Sycolin Road (new MUP distance is 280’).



Figure 4. Existing W&OD Trail / Sycolin Road Overpass (left) and Rendering of shared-use Path

21. Leesburg Bypass NE Pedestrian Improvements

Justification: The northeast section of the Leesburg Bypass forms one side of a “Bermuda Triangle” with poor accessibility across the Bypass, Edwards Ferry Road, and North King Street. Several commenters expressed a desire to move more safely and easily to work, shopping, and other destinations. It is worth noting that this triangular area represents a lower-than-average income population for Leesburg; is one of the few areas of this size that does not have a grocery store; and increasing pedestrian, bicycle, and transit mobility are important transportation concerns.

Description: The limits of this proposed shared-use path extend along the Leesburg Bypass approximately 1,250’ from north of Edwards Ferry Road to Fort Evans Road (refer also to Project Recommendation #1) but may extend further north (additional 1,800’) to reach an existing trail on the northwest side of the Shenandoah Square shopping center. A rare opportunity, the currently planned interchange at Edwards Ferry Road and the Leesburg Bypass needs to incorporate pedestrian and bicycle crossing provisions in both directions (across Edwards Ferry Road as well as across the Leesburg Bypass).

22. Widen Battelfield Parkway from South King Street (Route 15) to Fort Evans Road

Justification: The purpose of this project is to improve the traffic operations, safety and congestion issues along Battelfield Parkway upon the completion of all adjacent development. This area of Battelfield Parkway is experiencing tremendous growth in traffic volumes. This project will assist in reducing traffic congestion on Route 7 Bypass, which will help the movement of goods to and from the commercial and residential areas of Leesburg. This project will not require additional right-of-way because of the widening will be built towards to existing median.

LOUDOUN COUNTY

CHOICES
AND
CHANGES

GENERAL PLAN

1990 - 2010



LOUDOUN COUNTY
**CHOICES
AND
CHANGES**
GENERAL PLAN
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Loudoun County General Plan
September 17, 1991

Reprinted June 1995

1993 Distinguished Professional Project Award,
Virginia Chapter of the American Planning Association

1994 Outstanding Planning Award for
Comprehensive Planning in a Small Jurisdiction,
American Planning Association

CHAPTER FIVE

TOWN URBAN GROWTH AREAS



The towns of Loudoun County represent the success of the traditional development pattern. Each is a distinct community, offering a variety of business and residential opportunities yet maintaining a human scale where people can walk from home to the store, church and school. Many people who live in the towns also work there, volunteer to man fire and rescue services, serve on committees and generally participate extensively in community activities. There is a sense of community where neighbors watch out for each other and the things that affect the town. Towns are also the focal point for the large rural and farming communities that surround them. In the past, towns provided markets for farm products and provided the goods and services needed by rural residents. Towns help preserve open space and farmland by drawing development away from the rural areas.

The General Plan seeks to maintain and enhance the traditional qualities and functions provided by the towns. The strategy of the Plan is to encourage compatible growth in the towns and adjoining Urban Growth Areas to maintain viable communities. Towns will play an important role in providing affordable housing. Many schools in or near towns have available capacity. Access from the towns to employment areas has improved and land is relatively less expensive than in eastern Loudoun. Making use of existing facilities and services in the towns will minimize capital costs to the County and create a more affordable lifestyle for residents. An important implementation recommendation of the General Plan is to revisit each Urban Growth Area following adoption of this Plan through detailed area plans needed to make long term development decisions.

The Plan also calls for the County to provide financial assistance to towns for needed utility improvements and to make road improvements around towns a priority. Lack of funding for needed utility improvements has put the towns in the position of having to rely on new, private development proposals for financial support. The need for improved water and sewer service places environmental protection, community design and other matters in a secondary position when development applications are reviewed. The towns need a reliable water source, preferably, a regional system that would provide raw water to the towns at wholesale costs for treatment and distribution to their users. A raw water distribution network to the towns, using the Potomac River or a water impoundment as a source, would provide a sufficient supply of water and prevent unplanned servicing in the Rural Areas. The

Plan proposes a joint venture between the towns and the Loudoun County Sanitation Authority to take advantage of the Authority's bonding capability and experience in large system management.

In Middleburg, Hillsboro and Lovettsville, major arterial or collector roads pass through the town centers and residential neighborhoods. Through traffic conflicts with the character and function of these areas and needs to be rerouted as it has been in Leesburg, Purcellville, Round Hill and Hamilton. To that end, circumferential roads, where possible, should be considered.

Annexation guidelines are another key implementation tool. Annexation is a logical extension of the increased role played by towns in the provision of public facilities, services, utilities and commercial products and services. Annexation will also allow system users a larger role in managing the services and facilities in each town.

Growth continues to threaten the historic design features and character of the communities. Not only does the change in the towns' size threaten the social fabric, but conventional suburban developments dilute the unique architectural qualities of each community. Careful consideration must be given to both scale and design of new developments to preserve and enhance the traditional community character.

In its VISION for the future, the Board of Supervisors seeks to change the suburban development pattern of the last 20 years to the urban pattern epitomized in the historic areas of Leesburg, Round Hill, Purcellville and Middleburg. The General Plan implements the County's VISION through the development of density incentives that encourage a traditional design pattern of streets and structures. Guidelines provide specific design details for different types of communities. The Plan also strongly supports mixed use developments, modelled on the traditional town patterns.

Healthy, vibrant towns are a key to the success of the County's General Plan. Efforts to preserve the rural nature of Loudoun County and centralize service delivery will fail if the towns cannot provide the services and amenities to meet the needs of new residents. The General Plan provides direction and supports an open and comprehensive process of working with the towns to address development opportunities in the Urban Growth Areas surrounding the towns.

LAND USE PATTERN AND GROWTH STRATEGY

A. Growth Strategy

1. The General Plan identifies an Urban Growth Area around each town in the County that will accommodate urban growth for at least the next 50 years and will establish a distinct boundary between the urban and rural areas. The County will work with Town Officials to improve coordination on land use, annexation and other matters affecting the Urban Growth Area.

2. Development within the Town Urban Growth Areas will apply Traditional Community design concepts that complement and enhance the development pattern of the towns (see also Community Design Guidelines, Chapter Eight, p. 196).

3. New development is encouraged to locate within the corporate limits of the towns before moving into the Town Urban Growth Area to facilitate compact and efficient use of resources.

4. The Board of Supervisors will coordinate rezonings within the Town Urban Growth Areas with the provision of utilities, public facilities, and compliance with community design, growth management and other goals and policies of the General Plan.

5. In considering an application for rezonings in a Town Urban Growth Area, the County will seek comments from town.

6. Existing Subdivision Control Lines (which give certain towns subdivision jurisdiction outside the town corporate limits in designated areas of the County) will be amended to coincide with the Town Urban Growth Area for those towns where the Urban Growth Area extends beyond their corporate limits.

7. The Board of Supervisors will establish a detailed planning effort for the Urban Growth Area around each town that may include a joint Town and County committee to oversee planning efforts, assignment of comprehensive planning staff to provide technical support and a public process to invite the participation of town and County residents.

D. Business Development

1. The existing commercial area of the towns will remain the Town Center and shall be the preferred, principal location of retail and service businesses, office development and major civic uses.
2. Commercial retail and service development in the Town Urban Growth Area will be limited to home occupation uses operated out of a resident's home, Neighborhood Centers proposed in conjunction with a residential community development application and uses which are accessory to an office or industrial park.
3. Employment uses may be permitted in Town Urban Growth Areas where:
 - a. Such uses would be an extension of an existing industrial park or industrial use; or
 - b. Uses are in areas designated as such on the Land Use map for the particular town;
 - c. Employment uses front on a collector or arterial road or have access to such a road without travelling through a residential area; and
 - d. Adequate utilities and roads are available.
4. Industrial uses and associated activities will be extensively buffered and screened from adjacent residential development.
5. Outdoor storage will be screened from view from nearby roads and residential areas. Parking and storage will be oriented so that, from adjoining roads, the building is the prominent feature of the site.
6. The County encourages the coordinated design of employment centers in order to minimize the impact on other uses. (See also Community Design Guidelines, Chapter Eight, p. 196).
7. The industrial density granted by the County will be a function of the developer's assistance in creating a full complement of public utilities and facilities and compliance with the General Plan.

8. Commercial uses such as daycare centers, stationery stores, food establishments and printing shops may locate in designated Regional Business areas where they serve an ancillary function to the employment uses. The commercial uses shall be housed in office or industrial buildings and shall be accessible by roads and entrances serving the employment park.

E. General Public Utilities and Facilities (See also Chapter Three, p. 78).

1. General
 - a. The existing towns will be the principal location of public facilities in western Loudoun County.
 - b. The County will encourage the continued use and enhancement of existing public facilities located in the towns.
2. Sewer and Water Policies
 - a. All development in the Town Urban Growth Areas will be serviced by public sewer and water. However, on-site utilities may be used in designated greenbelts if permitted by the current zoning and if such use poses no public health threat.
 - b. The towns will be the providers of public sewer and water in the Town Urban Growth Area unless a different provider is agreed upon by the County and the towns.
 - c. Sewer plants shared between towns should be encouraged where they are economically feasible.
 - d. The County will encourage and support the expansion of existing town sewer and water facilities which encourage a coordinated development pattern and further the goals and policies of the General Plan.
 - e. The County will investigate means of providing financial assistance (such as revolving loans or grants) to towns to improve sewer and water systems to meet minimum

Loudoun County

General Plan

Loudoun County Revised General Plan Amendments			
Case Number	Case Name	Adoption Date	Chapters/Sections Affected
CPAM 2001-0001	Round Hill JLMA/Sewer Plant Expansion	March 4, 2002	Chapter 9
CPAM 2002-0005	Utility Text Revisions-Transition Policy Area	January 14, 2003	Chapters 2, 8, 11
CPAM 2004-0002	Active and Passive Recreation in RSCOD	June 1, 2004	Chapter 5
CPAM 2004-0001	Extension of Central Utilities into the Transition Policy Area	April 20, 2004	Chapters 2, 5, 8 Glossary
CPAM 2004-0009	Revision of Boundaries of the Joint Land Management Area for the Town of Round Hill and Designation of Land Use	June 1, 2004	Chapter 9 CPRV-W-087
CPAM 2004-0034	Location of RC (Rural Commercial) Zoning Districts	January 4, 2005	Chapters 4, 6, 7
CPAM 2004-0017	Countywide Healthcare Facilities Plan	March 8, 2005	Chapter 2 Glossary
CPAM 2004-0008	East Gate Assemblage	June 7, 2005	Chapter 6 PLU Map
CPAM 2004-0007	Pearson Reserve	July 5, 2005	Chapter 6 PLU Map
CPAM 2004-0026	Victoria Station	July 5, 2005	Chapter 6 PLU Map
CPAM 2005-0001	Density Review in the Northern Portion of the Lower Bull Run Subarea	July 5, 2005	Chapter 8
CPAM 2004-0006 CPAM 2004-0011 CPAM 2004-0012 CPAM 2004-0023	Potomac View Age Restricted Ashburn Village Age Restricted Brambleton Age Restricted Erickson	October 28, 2005	Chapter 2 Glossary
CPAM 2004-0025	Stonegate	February 7, 2006	PLU Map
CPAM 2006-0001	Proffered Land Sites Valuation Credit Methodology	June 14, 2006	Chapters 3 & 11
CPAM 2005-0005	Amendments to the Rural Policies of the Loudoun County Comprehensive Plan	September 6, 2006	Chapters 2, 7, 11
CPAM 2005-0007	Arcola Area/Route 50	October 17, 2006	Chapters 4 & 6 PLU Map
CPAM 2006-0002	Crosstrail	December 5, 2006	Chapter 9 PLU Map
N/A	Planned Land Use Map (PLU Map)	Amended through March 15, 2011	Countywide



CPAM 2007-0001	Countywide Housing Policies	September 18, 2007	Chapter 2 Glossary
CPAM 2005-0004	Eminent Domain & Protection of Existing Communities	October 16, 2007	Chapters 2, 4, 6, 11 Glossary
CPAM 2009-0001	Route 28 Keynote Employment Policies	March 15, 2011	Chapters 4, 5, 6, 11
CPAM 2012-0003	Special Activity at One Loudoun	April 3, 2013	Chapter 6 PLU Map
CPAM 2012-0002	Amendments to the Policies of the RGP to Revise and Supersede Policies in regard to the PUGAMP	March 6, 2013	Chapters 1, 2, 9, 11 PLU Map
CPAM-2013-0001	North Lower Sycolin	December 11, 2013	Chapter 8
CPAM-2016-0003	Proffer Legislation: Small Area Plans and Proffer Policies and Guidelines	December 6, 2016	Chapters 2, 3, 5, 6, 9, 11
CPAM-2017-0001	Route 7 Setback and Buffer Standards	February 14, 2018	Chapter 6
CPAM-2018-0001	Bolen Park Stadium	September 12, 2018	Chapter 9 PLU Map

Adopted September 17, 1991

Revised July 23, 2001, Amended through September 12, 2018

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Chapter 9

The Towns

The seven incorporated Towns in Loudoun County offer a window to the County's past and are a key component of its unique character today. Most were incorporated more than a century ago. The Towns became agricultural business centers, providing markets for farm products and the necessary goods and services for rural residents. The origins of several towns are also in tourism as many city dwellers traveled on the train to stay in lovely boarding houses and inns for summer vacations. Over the years, the Towns have developed as the population centers as well as the location for employment and public facilities.

Today, the Towns, while still influenced by their agricultural tradition, play a more varied role that includes retail and service-based businesses, home-based businesses, educational opportunities, and telecommuting as well as serving as bedroom communities for many who commute to jobs in the region. Yet, they have largely managed to retain their charm and distinct sense of community.

Leesburg serves as the County seat and is the largest of the Towns. Hamilton, Purcellville, and Round Hill are located in close proximity along the western Route 7 corridor. Middleburg is the southernmost Town and is located astride Route 50. Lovettsville is located in the northern portion of the County along Route 287 and Hillsboro, the smallest incorporated Town in the County, is located in the northwest section of the County on Route 9. ([Map of Towns](#))

Town leaders have stated common goals of preserving the built and social heritage of the Towns. While growth in and around the Towns presents a challenge to preserve the historic and social fabric, Town leaders are determined to enhance and plan for increasingly autonomous and sustainable communities.

The County values the character of each of the seven incorporated Towns and will be proactive in working with the Towns to assure a vibrant future for them. The County recognizes that the health of each Town contributes to the County's overall strength and attractiveness as a place to live. To that end, the County is committed to a new era of partnership with the Towns. The County will provide resources to assist the Towns with facilities planning, economic development, and land use planning and supports an open and thorough process of working with the Towns.

The following sections address general growth management, land use, transportation, public utility, and public facility strategies and policies. These sections are followed by specific discussion and policies for each Town.

Growth Management

The strategy of the Plan is to encourage compatible development within the Towns and the adjoining areas. The 1991 *General Plan* established Urban Growth Areas (UGAs) for the Towns of Leesburg, Hamilton, Purcellville, Round Hill, and Lovettsville. The UGAs would provide an expansion area around the Towns that would concentrate development in order to maintain viable communities, limit development sprawl, and ensure that public facilities adequately and efficiently serve the Towns and surrounding areas. The UGA boundaries set the limits of municipal water and sewer extension that the Towns control and mark the edge of future town limits.

Since the adoption of the 1991 General Plan, residential growth has boomed in the areas around the Towns. The towns have reassessed their ability to serve the areas in the UGAs with public water and sewer and some Towns have decided to reduce the UGAs. The following revisions to these boundaries are made through this revised Plan:

- Eliminate the Lovettsville UGA and concentrate development within the Town's boundaries.
- Reduce portions of the Hamilton and Round Hill UGAs.
- Reduce the Leesburg UGA in the north and southwest.
- Middleburg and Hillsboro have matured to their ultimate corporate limits and will not expand beyond the existing corporate limits.

Along with the reassessment of boundaries, the County recognizes that the term "Urban Growth Area" no longer reflects the intent of either the County or the Towns. Therefore, "Urban Growth Area" has been changed to "Joint Land Management Area" (JLMA). The boundary of the JLMA, with an exception for the Town of Purcellville as set forth in Chapter 9 Public Utilities Policies, sets the limits of municipal water and sewer extension and in that respect, it continues to serve as an urban growth boundary. It defines a significant change in land use between the areas within the JLMA and that which is outside of the boundary.

In the Joint Land Management Areas, there is the potential for 11,498 additional housing units, including 3,316 units in the pipeline. It is anticipated that by the end of the twenty-year planning period, 9,227 housing units will have been absorbed, and a total of 11,562 housing units will exist. At that time, the JLMAs are projected to have a population of 31,171 persons, an increase of 512 percent over the year 2000 population estimate¹.

In the incorporated Towns, there is the potential for 6,816 additional housing units, including 3,385 units in the pipeline. It is anticipated that by the end of the twenty-year planning period, 5,011 housing units will have been absorbed, and a total of 18,154 housing units will exist. At that time, the incorporated Towns are projected to have a total population of 46,544 persons, an increase of 35 percent over the year 2000 population estimate².

The County will continue to work closely with each Town on development proposals within the JLMAs in order to promote a logical, cohesive extension of the existing Town fabric. While the Towns are responsible for the planning and zoning within their boundaries, the County and the towns have agreed to joint responsibility for planning of the JLMA and the County's Zoning Ordinance applies to these areas. While this Plan calls for a remapping of the planned land uses in the County, current zoning densities will continue to apply in the JLMAs.

Area plans have been adopted for Leesburg, Round Hill, and Hamilton. The jointly adopted *Purcellville Urban Growth Area Management Plan* (PUGAMP) has been superseded pursuant to CPAM 2012-0002. The area plans provide more specific guidance for land use in those JLMAs. Area plans will continue to be an important planning tool for the County and the Towns. Updating these plans and keeping them current will

¹With CPAM 2012-0002 Purcellville retains its JLMA, however, further central utility extension is not anticipated except for extensions to serve Autumn Hill, ZMAP 1990-0019.

²The projected housing units and population is inclusive of higher residential densities within the Purcellville JLMA that were originally envisioned by PUGAMP.

be a priority for the County.

Annexation guidelines are key implementation tools. Annexation is a logical extension of the increased role played by Towns in the provision of public facilities, services, utilities and commercial products and services. Annexation will allow system providers a larger role in managing the services and facilities in each Town. Potentially annexation could result in the enhancement of the towns' tax revenues. Leesburg has an annexation agreement with the County. All Towns can work with the County on possible annexations. (See Chapter Eleven for annexation guidelines)

Growth Management Policies

1. The *Revised General Plan* identifies Joint Land Management Areas around some of the Towns in the County to accommodate growth emanating from them and that will establish distinct boundaries between the Towns and the adjacent policy area. The County will work with Town Officials to improve coordination on land use, annexation and other matters affecting the Joint Land Management Areas.
2. New non-government development is encouraged to locate within the corporate limits of the Towns before moving into contiguous designated Town Joint Land Management Areas (JLMAs) to facilitate the compact and efficient use of resources.
3. Planning and policy documents in the JLMAs will be adopted by the County through cooperative planning efforts with the Towns, and decisions on land use applications concerning land in the JLMAs will be made by the County in consultation and collaboration with the Towns.
4. The County will coordinate with the Towns on rezonings and subdivision development within the areas surrounding the Towns and in designated JLMAs regarding the provision of utilities, public facilities, and compliance with community design, growth management, and other goals and policies stated in the *Revised General Plan* and applicable area plans.
5. The Board of Supervisors will establish joint Town and County committees to oversee planning efforts in the JLMAs, assign staff as required to provide technical support, and encourage a public process to invite the participation of Town and County residents.
6. The *Revised General Plan* seeks the creation of a "greenbelt", depending on topography and physical features, around the Towns and/or their JLMAs to assist in maintaining the distinct character of each Town. Development will be limited to that permitted by the underlying zoning and will observe all Green Infrastructure policies.
7. The County will seek the implementation of a greenbelt through dedication of open-space easements, purchase of development rights, large-lot subdivisions, clustering, transfer of development potential, and other means.
8. As water and sewer are extended into a Town JLMA, annexation of the area by the Town will be encouraged by the County.
9. The County will coordinate closely with the Towns on residential subdivisions proposed outside the Town limits.
10. The County will coordinate with the Towns on development issues in order to promote fiscally balanced growth that will not unduly strain County or Town resources, including County and Town budgets, the natural environment, public facilities and utilities.

Land Use

From a land use perspective, the Towns represent good examples of the traditional development pattern. Each is a distinct community with a variety of business and residential opportunities to maintain a human scale where people can walk from home to the store, church, and school. Many people who live in the Towns volunteer in the local fire and rescue company, serve on town committees, and actively participate in community activities. Towns also are the focal point for the large rural communities that surround them.

The Central Business Districts (CBDs) for each of the Towns have been built in traditional patterns. The business areas represent efficient land use patterns as buildings are located compactly, a variety of businesses are located close to the street, with an emphasis on pedestrian movement. Sidewalks are located along the street with little area dedicated to parking. The *Revised General Plan* seeks to preserve and to enhance these traditional qualities and functions provided by the Towns. Policies in the Plan address issues relating to the protection and enhancement of traditional and distinctive character of each Town. The County is currently working cooperatively with the Towns to investigate the National Trust for Historic Preservation's Main Street Program, or a similar approach, as a vehicle for comprehensively addressing issues, like parking, in the CBDs.

The Towns will continue to play an important role in providing for a wide range of housing needs. The existing housing stock in each Town represents a variety of housing types and price ranges. The County, in collaboration with each Town, strives to encourage this housing pattern in the JLMAs, and particularly the inclusion of affordable housing in new developments to meet local demand. Growth poses challenges to the historic design features and character of the Towns. Conventional suburban style development is frequently adjoined to Towns with little sensitivity to the traditional design, transportation constraints, and unique architectural qualities of the existing community. Careful consideration must be given to both scale and design of new developments to preserve and enhance the traditional community character. The County recognizes the importance of designing the road entrances to the Towns as gateways to assist in defining the distinct character of each Town.

Land Use Policies

1. The County will work with the Towns and interested preservation groups to identify open-space and agricultural-preservation strategies such as: the purchase of development rights, donation of conservation easements, fee-simple purchase, transfer of development potential, clustering, and the possible creation of a conservation service district and/or nonprofit foundation to promote and implement open-space preservation around the Towns.
2. The County will work with the community to identify existing and potential funding sources for open-space preservation, including the Loudoun County Purchase of Development Rights program, TEA-21 grants, the Virginia Land Conservation Fund, local and national land trusts, and other public or private funding sources.
3. Mixed-use development is encouraged in the existing Towns and JLMA areas around the Towns to reinforce the traditional growth patterns, to reduce auto trips, to minimize the need for additional road improvements, and to encourage walking to employment and shopping. Specific land use plans will be adopted jointly by the County and Towns to cooperatively plan JLMAs or to plan areas around Towns without JLMAs.
4. Within JLMAs, the County encourages the development of a variety of housing types in an urban pattern of compact neighborhoods extending in a contiguous, rational and convenient manner from the existing Town.

5. The County encourages the adaptive re-use, redevelopment, maintenance, conservation, and improvement of existing housing stock in a manner supporting social and economic diversity within the community.
6. Future development will apply appropriate community-design concepts with a variety of lot sizes that complement and enhance the existing development patterns of the Towns. When applicable, new development will incorporate the traditional town-development patterns.
7. Residential Community design will incorporate a variety of lot sizes. This design may be exhibited through:
 - a. Numerous connections to existing streets where an existing rectilinear street pattern is evident and connection is possible;
 - b. An interconnected street network without cul-de-sacs and P-loop streets except where required for environmental reasons;
 - c. A rectilinear block pattern (modified only where needed to address environmental constraints) with compact lots, shallow front and side-yard setbacks and block sizes of 300 to 600 feet;
 - d. Sidewalks along all streets, providing pedestrian access to the town or neighborhood center, public buildings, parks, and other destinations;
 - e. A compatible mix of residential and non-residential uses such as home-occupation businesses, churches, and schools;
 - f. A hierarchy of parks, squares, or greens, and natural open spaces throughout the development; and;
 - g. A central public focal point consisting of any, all, or a combination of a park (village green); a public facility such as a church or community center; natural features; or neighborhood commercial uses.
8. New residential development will preserve the Green Infrastructure and should incorporate open-space conservation into its design.
9. The County will support the strengthening of the commercial areas within the Towns as the preferred, principal location of retail and service businesses, office development, and major civic uses.
10. Commercial retail and service development in Town JLMAs will consist of businesses that are compatible with the rural economy and the existing businesses of the Towns. This also may include innovative recreational or institutional uses or home-occupation uses out of residents' homes. A neighborhood center may be appropriate when proposed in conjunction with a residential community development or where it can be integrated with an existing residential area.
11. The County will work with the Towns to identify tourism opportunities in and around the Towns and to coordinate action on these opportunities with the countywide tourism objectives.
12. The County will support the Towns in assessing the historical and cultural resources in the Town and will work with the Town on historic preservation efforts both in and around town.
13. The County encourages the protection of the Towns' historic and archaeological resources.
14. The County will encourage the Towns to continue efforts to maintain commercially viable downtowns.
15. Recognizing the Towns' intent to create distinct "gateways" into each community, the County will consult with each Town to ensure that planning and development of these gateways will be coordinated where land in both the Town and the County is part of the gateway.

16. The County will work with the Towns to help ensure the protection of unique environmental resources in the vicinity of the Town and in the Town.

Public Utilities

The Plan calls for the County to provide support to the Towns for needed public utility, public facility, and transportation planning and to make facility provision in and around the towns a priority. The County will selectively provide financial assistance to Towns for needed utility improvements. In the past, lack of funding for needed public utility improvements has put the Towns in the position of having to rely on private development proposals for financial support. As such, the need for improved water and sewer service places environmental protection, community design and other matters in a secondary position when development applications are reviewed.

All the Towns with the exception of Leesburg rely on groundwater sources for drinking water. Each town needs a reliable water source. In recent years, some of the Towns have had to take action to clean up municipal wells that were temporarily polluted. The County will place a high priority on protecting groundwater supplies for the Towns and rural residents. (Also see Chapter Five)

The Plan recognizes that technology for communal and on-site wastewater systems has improved significantly in recent years. In the past there was well-founded concern for the effects of such systems on the environment. However, technology today has proven that the effects are less detrimental. The County must consider the need for providing various public facilities to serve a growing population and the use of communal facilities in the JLMAs should be considered as one means of serving these facilities.

Public Utilities Policies

1. The Towns will be the providers of public sewer and water in their town JLMAs unless a different provider is agreed upon by the County and the Town.
2. The County will encourage and support the expansion of existing Town sewer and water facilities that encourage a coordinated development pattern and further the goals and policies of the *Revised General Plan*.
3. The County will investigate means of providing financial assistance (such as revolving loans or grants) to Towns to improve sewer and water systems to meet minimum health standards established by the state for the existing populations of the Towns.
4. The County will work with the Towns to ensure that the expansion of public sewer and water into the Town JLMAs satisfies the goals and policies of the *Revised General Plan* and the County's Adopted Area and Service Plans.
5. Extensions of sewer and water lines to serve new development in Town JLMAs will be the financial responsibility of the developers and the Towns.
6. A commission permit will be required to extend sewer and water lines into the Town JLMAs.
7. All development in the Joint Land Management Areas is planned to be served by public sewer and water, with the exception of areas within the Town of Purcellville JLMA, provided that Town sewer and water extensions shall be permitted to serve the Autumn Hill development pursuant to ZMAP 1990-0019. Communal facilities may be used to serve Town and County owned and operated public facilities and cluster residential developments with densities no greater than one unit per three acres within JLMAs.

Public Facilities Infrastructure

The County in cooperation with the School Board and Towns will concentrate school facilities in and around the Towns. Between 1990 and 2000, the County issued 2,851 building permits around six of the Towns within the Rural Policy Area. Another 5,241 permits were issued in the Leesburg area. Consequently, many schools are at or near capacity. Plans are being made to acquire property to build additional facilities to accommodate the growth that has occurred over the past ten years.

The need for new schools, however, must be balanced with the importance of maintaining existing schools. In July 1999, the Loudoun County Rural School Study Committee's report made recommendations to the School Board. An overwhelming consensus among the committee was that all planning for schools must focus first on community. The study noted that small rural communities consider their local school as the heart of the community. The County endorses the concept to maintain existing rural community based schools as an essential component of the community. (Also see Chapter Three)

Public Facilities Policies

1. The existing Towns will be the principal location of public facilities in western Loudoun County when land is available for development. If land is not available for new facilities within a Town, the facilities will be located in or immediately adjacent to the JLMA.
2. The County will encourage the continued use and enhancement of existing public facilities located in the Towns and JLMAs.
3. Schools in Town JLMAs will be located to provide convenient and safe access for students. All schools will be linked by sidewalks or trails to surrounding residential neighborhoods, and school bus collection points will be planned in conjunction with existing or planned sidewalk systems or pedestrian trails.
4. The Department of Fire and Rescue Services and the Fire-Rescue Commission will identify the need for new facilities in designated Town JLMAs and will identify suitable sites based on the *Revised General Plan* land use and growth policies.
5. The County will cooperate with the Town Councils of those communities providing local law enforcement to ensure a coordinated enforcement strategy within the Town JLMAs.
6. The County will seek the establishment of recycling facilities in the Towns or surrounding Town JLMAs or at regional parks.
7. The County will work with the Towns and the School Board to maintain existing rural community-based schools as an important component of existing rural communities.

Transportation

Transportation access from the Towns to the region's employment areas has improved with construction or improvement of major east-west roadways in the past decade. The combination of through traffic and increasing traffic on local streets is an important issue. In Middleburg, Hillsboro, and Lovettsville, major roads pass through or near the town centers and residential neighborhoods. Pass-through traffic conflicts with the character and function of these areas and poses a major safety concern for the residents. In Hamilton, Purcellville, and Round Hill, there is debate about whether development of circumferential roads will help or hurt each Town. Through implementation of the *Revised General Plan*, the County will work with each Town to tailor solutions to fit each Town's needs.

The relationship of new streets to the traditional road network that serves the Towns is also an important issue from the standpoint of community design. The *Revised General Plan* emphasizes the expansion of the original network to maintain design continuity. (Also see *Revised Countywide Transportation Plan*)

Transportation Policies

1. Proposed neighborhood streets and collector roads associated with new developments will be reviewed in light of their relationship to existing streets and the preservation of natural and cultural features of the Green Infrastructure, such as steep slopes, stream valleys, trees, and historic stone walls for compliance with the community-design objectives of the *Revised General Plan*. The County will seek funding for traffic-calming design and mechanisms as identified by Town officials.
2. New roads and road improvements serving new development will be financed by the development community.
3. The County, if requested by the Towns, will collaborate with the Towns in discussions and negotiations with VDOT and other relevant agencies to try to ensure that development, improvements, or other changes in roads and/or transportation services within and in the vicinity of the Towns, or which impact the Towns significantly, will be consistent with both the Towns' and the County's development goals and priorities.

Leesburg

Since the mid-1700s, Leesburg has been the social, judicial, business and political hub of Loudoun County. The Town was founded in 1758 and, as the County seat, is a key part of the County's heritage. Preservation of the Town's heritage is a priority in Leesburg, and much of the core area of the Town is on the National Register and has been designated as a historic district. Leesburg has been and will continue to be attractive as an employment center, and it is a major retail and service center for Loudoun County. The County government should maintain its presence in Leesburg to contribute towards the ongoing economic stability and to honor the historic and cultural role of the Town.

In 1984, the Town entered into an annexation agreement with the County, and 4,805 acres were added to the Town. The Town is approximately eleven square miles. Since then, the Town has completed water and sewer plants that are expected to continue to meet the projected service demands of Leesburg and the JLMA. (Refer to [Leesburg and JLMA Map](#)) The estimated population of the Town is about 30,000, making it the largest town in the County.

The Town of Leesburg sits on the divide between eastern and western Loudoun. It is a pass-through point for western residents who commute to jobs to the east and has become a significant crossroads for commuters from the northern part of the County and for Maryland residents. With the construction of the Dulles Greenway, Leesburg is at the terminus of a major east-west thoroughfare through Northern Virginia. The Leesburg Executive Airport is also an increasingly important transportation facility in the region serving private and corporate aircraft. Leesburg has always been a destination point for tourists and a business center as the seat of County government. Most recently, however, economic development associated with good road connections to the east, utility capacity and a growing residential population has elevated Leesburg's position as an activity center and strengthened Leesburg's interest in attracting emerging technology industries within the corporate limits and the JLMA.

The combined effects of increased commuter travel and destination-oriented economic development activity are creating traffic congestion within and just outside of the Town. Town officials are considering initiatives

to improve public transit and to develop more pedestrian and biking connections between residential subdivisions. The County will study development of Crosstrail Boulevard between Route 621 and Route 7 as a component of the Town's future transportation network. In terms of land use planning, the Town continues to support the Joint Land Management Area as a growth area.

The County will continue to work cooperatively with Leesburg to resolve issues of concern to both the County and the Town. The Town of Leesburg/County of Loudoun Joint Review Committee will continue to facilitate the review of issues concerning both jurisdictions. Issues relating to land development, comprehensive planning, and transportation planning will also be addressed through established planning procedures between the Town and the County.

Leesburg Joint Land Management Area Policies

1. The Town of Leesburg will continue to be the principal location of County Government offices and to serve as the County seat.
2. Development within the Joint Land Management Area will comply with the *Leesburg Area Management Plan*, the *Toll Road Plan*, the Annexation Area Development Policies as may be amended, and the *Leesburg Town Plan*.
3. Power generation plants are not compatible with existing residential areas within or near the Town JLMA, and therefore, are not allowed in the Leesburg JLMA.
4. The *Revised General Plan* designates a greenbelt around the Town and within the JLMA consisting of the following areas:
 - a. Land within the 100-year floodplain of the Sycolin and Goose creeks, provided that the County's River and Stream Corridor Overlay District (RSCOD) policies also apply;
 - b. To the west and north of the Town, where the corporate limits represent the JLMA, the greenbelt extends into the Rural Policy Area for 2,600 feet; and;
 - c. Adjacent to the JLMA along Route 15, north of Leesburg, the greenbelt extends 2,600 feet into the Rural Policy Area.
5. Development to the west of Route 621 will preserve and enhance the rural character of the viewsheds along Route 15 and be compatible with the Town's Historic Corridor Overlay District.
6. The Town and County will work cooperatively to create a conservation area along the Potomac River in the northeast section of the JLMA as a component of the Green Infrastructure.
7. The County will return the northern triangle and the southwestern section of the JLMA (the area west of the Toll Road and south of the Town Boundary) to the Rural Policy Area, with the exception of the small area on the west side of the Town located behind the Woodlea subdivision.
8. The southeastern portion of the JLMA will be remapped to zoning classifications that are compatible with the Land Use Map and that are compatible with the Leesburg Executive Airport.
9. The County will coordinate with the Town of Leesburg and VDOT on the feasibility of planning and building Edwards Ferry Road as a two-lane facility with a bike path. The County will work with the Town and VDOT to designate the road as a scenic by-way.
10. The County supports the future study of extending the Dulles Corridor Bus Rapid Transit (BRT)/Rail project to Leesburg.

11. The County will, in coordination with the Town of Leesburg, study the proposed design and function of Crosstrail Boulevard from Route 621 to Route 7.
12. The County encourages a variety of housing types and innovative designs to be developed in mixed-use communities to assist fulfilling unmet housing needs.
13. The County will identify options for unmet housing needs in the Leesburg area not covered by the ADU zoning ordinance and work toward an implementation plan.
14. To the extent consistent with County Proffer Policies and Proffer Guidelines as set forth in Chapters 3 and 11, developers of residential and mixed-use projects are encouraged to include proffers to fulfill unmet housing needs in their development proposals.
15. The County will explore options for the creation of programs, tools, and incentives both publicly and privately developed that will fulfill unmet housing needs.
16. The County will examine the authority to establish and use the benefits of Housing Trust Funds to help fulfill unmet housing needs.
17. The County will encourage public and private initiatives to provide increased housing opportunities for residents and the local workforce. Both programmatic and design approaches will be encouraged in all projects to fulfill unmet housing needs.
18. Special Activity uses will be considered only in areas identified on the Land Use Map and proposal must meet all of the following nine criteria:
 - a. All Special Activity proposals will be evaluated for their fiscal impacts and the use must promote the County's economic development goals and must be expected to provide a positive fiscal benefit to the County.
 - b. The use must be served by central sewer and water facilities.
 - c. To discourage through traffic in residential neighborhoods, the use must be served by an adequate road network, operating at an acceptable level of service, as defined by the County's Facilities Standards Manual (FSM), with access to the regional road network via the Dulles Greenway and other arterial and major collector roads. The use will be designed and located to be compatible with traffic movement on regional roads and achieve acceptable levels of service (D or better) on those roads. Where a facility is adjacent to the Dulles Greenway, every effort should be made to work with the Toll Road Investors Partnership II to develop dedicated "slip ramps" that will provide direct access to parking areas during events.
 - d. The use must be designed to accommodate transit facilities and must demonstrate a commitment to providing access to public transit (bus or rail) on the site to link those facilities to existing or planned mass transit service.
 - e. The use must be designed to meet specific standards for environmental quality and for impacts on surrounding uses.
 - f. Potential impacts from noise, lighting, signs, parking, and similar activities must be addressed and mitigated through the rezoning process.

made to the County for the purchase of open space, according to policies of this Plan. Cash donations for open space will be spent in the density transfer area from which the proffer contribution is obtained.

4. Although the County does not have the authority from the state to conduct a formal Transfer of Development Rights program, the County will seek enabling legislation to do so. Until a formal program is in place, the County will guide development to desired areas through conservation design and the purchase of open space easements. The purchase of easements for additional density has been referred to as voluntary transfer of density, and not to be mistaken with a formal TDR program.
5. The County's Purchase of Development Rights (PDR) program compensates property owners who voluntarily agree to sell the right to develop their land. The PDR program protects agricultural, natural, historic, and scenic resources and seeks to retain open space in the Suburban Policy Area.
6. Cash contributions may be provided for the enhancement and/or improvement of historic features within the policy area to fulfill the open space guidelines if the County agrees to or requests the exchange.

Density Transfer Guidelines

1. Density may be transferred from areas that are designated priority open space areas or greenbelts. Density may be transferred to appropriate suburban areas or Joint Land Management Areas provided that the new development potential does not exceed the receiving area's designated density cap. Development potential transferred from sending areas in the Rural or Transition Policy Area must be received by a property in one of those policy areas. Likewise, development potential transferred from sending areas within the Suburban Policy Area must be received by a property within the same suburban community. Density from properties included on the State or National Registers of Historic Places and/or from properties within local historic districts may be transferred, without regard to policy area boundaries, to any property qualified to receive additional density.
2. Development potential (density credits) will be calculated based on the density rate of the zoning district that applies to the sending parcel at the time the application is received. No density credit will be given for existing dwellings.
3. Transfers of development credits out of critical environmental areas that are identified in this Plan may be accomplished on site through conservation design.
4. Density credits from property in the Rural Policy Area may be transferred into Town Joint Land Management Areas.

County/Town Annexation Agreement/Corporate Boundary Adjustment Guidelines

The County and the incorporated Towns will explore alternatives for entering into annexation agreements to facilitate the annexations of properties that are receiving Town sewer and water services. Agreements might include language based on the following recommendations:

1. It should be the intent of the County and of the Town that any property located within the Joint Land Management Area (as defined in the policies of this Plan) which is presently or would be served by Town sewer and/or water in accordance with the utility policies included in this Plan, should, in the

future, be annexed by the Town.

2. The Town and the County should only honor requests for the extension of sewer and/or water services outside the Town's corporate limits, within the designated Joint Land Management Area provided that the beneficiaries of such service prepare written acknowledgement of the right of the Town Council to annex the subject properties. If the Town should desire, this written acknowledgement shall include the beneficiaries' written agreement to join with the Town in a joint annexation petition.
3. Parcels located within the designated Joint Land Management Area and contiguous to the corporate boundaries of the Town which have agreed to annexation in exchange for Town sewer and/or water service should be immediately annexed by the Town upon County approval of the rezoning and/or development proposal that requires water and/or sewer service.
4. Parcels located within the designated Joint Land Management Area which have agreed to annexation in exchange for Town sewer and/or water but which are not contiguous to the corporate boundaries of the Town should enter into an agreement with the Town as follows: that annexation of these parcels should take place at such time as the subject parcels become contiguous with the corporate limits of the Town or five years from the date of County approval of the rezoning and/or land development proposal which requires Town water and/or sewer service, whichever comes first. In the latter case, where parcels receiving central sewer and water remain noncontiguous to the corporate limits of the Town, any parcels lying between the corporate limits of the Town and the noncontiguous parcel which is receiving Town sewer and water should be annexed at the end of the five year period. However, these intervening parcels should not be required to hook into the Town sewer and/or water service unless desired by the property owner or necessary in order to maintain public health standards.
5. At such time as the County approves the rezoning and/or development proposal of a property in the Joint Land Management Area, which would require Town sewer and/or water service, such approval should constitute the County's approval of such annexation. At the time of such approval, the County should also provide the Town with written consent of annexation.
6. All Towns may proceed with annexations or with corporate boundary line adjustments irrespective of whether the Town has a Joint Land Management Area. In cases where there is a need to make a minor adjustment to a corporate boundary, the Town and the County may process a corporate boundary line adjustment pursuant to the State Code provisions. For incorporation of property which is more expansive in size or which will have broader jurisdictional and land use implications for the Town as well as the County, an annexation proceeding is appropriate. The State Code provisions apply to annexations and the County will work with each Town on an annexation pursuant to state requirements.

Design Guidelines

The following design guidelines are interim guidelines and will provide direction in the evaluation of land development applications through both the legislative and ministerial process until the new design guidelines are adopted. Because of the importance of the design of new communities in achieving the Plan's goals (and in guiding the development of ordinances and regulations to implement the Plan) the creation and adoption of a comprehensive set of detailed design guidelines is a top implementation priority of the Plan. In the meantime, the following guidelines as amended to reflect the policies of the Revised General Plan will be applied much as they have been since the adoption of the 1991 General Plan. The Countywide Retail Policy Plan provides design guidance in the development of retail land uses. Specific area plans also provide community design guidance.

Loudoun County 2019 General Plan

Interim Final Version Only

Final Version pending edits and format design per Board of Supervisors Resolution
CPRV-2016-0001, Adoption of Loudoun County 2019 Comprehensive Plan

June 20, 2019

Amended through February 7, 2023

possible, the remaining defining edge distinguishing the towns and the JLMA from the rural area be maintained and enhanced with an effort to create “gateway” corridors leading to each town. The JLMA zoning regulations offer a range of densities, design guidelines, and utility requirements. Leesburg, Round Hill, Purcellville, and Hamilton have seen extensive development in their respective JLMAs, while Lovettsville, Middleburg, and Hillsboro have over time chosen not to have JLMAs because of utility constraints, concerns about growth, or a desire to concentrate inside their existing limits. Leesburg’s JLMA has a distinct suburban pattern with predominantly residential development north of Route 7 and business and employment uses south of Route 7.

Policies, Strategies, and Actions

Town Policy I: Collaborate with the Towns on matters of common interest to preserve the identity of each Town and their role as economic and social centers. The County recognizes that the Towns may be impacted by proposed development near their borders and will consider, as appropriate, Town comments on development near their borders.

Strategy

- 1.1 Work with the Towns to develop and implement a shared vision for the Towns and their surrounding areas and gateways.

Actions

- A. Continue to refer to jointly approved area management plans and refer to applicable Town policies on matters within the JLMA.
- B. Establish a regular coordination program with Towns to anticipate, monitor, and address development and planning matters.
- C. Undertake joint planning efforts in the JLMA.
- D. Participate as a partner with the Towns in their negotiations with VDOT and other agencies for road maintenance, safety improvements, and traffic calming, particularly along Routes 15, 50, 7, 9, and 287 in proximity to the Towns, and other changes in roads and/or transportation services that are consistent with both the Town’s and the County’s goals and priorities.
- E. Assess the effectiveness of the JLMA approach and associated zoning in protecting town character, maintaining a defining edge between the town and the rural areas, and/or as a tool for expanding economic development objectives. The defining edge is the boundary between two distinct land use patterns, whether existing or desired. The edge may encompass an area that establishes a visual distinction, either as perceived from the road or from broader views of the landscape.
- F. Add provisions to the rural and JLMA zoning districts specific to gateway corridors leading into each town that would establish deeper building setbacks variable building and lot configuration and orientation, hedgerow landscaping and buffering along the road, and other measures that retain or create a traditional rural or natural appearance

leading into the town.

- G. Work with the Towns, interested groups and nonprofit foundations to identify open-space and agricultural-preservation strategies such as: donation of conservation easements, fee-simple purchase, clustering, and the possible creation of a conservation service district.

Strategy

- 1.2 Encourage new development to locate within the Towns before moving into the JLMAs or surrounding area.

Actions

- A. Encourage the maintenance, improvement, or adaptive reuse of existing building stock in a manner that supports social and economic diversity within the community.
- B. Promote the commercial areas within the Towns as the preferred location of retail and service businesses, office development, and public and civic uses, as deemed appropriate by the Towns.
- C. Work with the Towns to enhance their economic base and maintain viable commercial areas through marketing, capital investments, and business attraction.
- D. Support annexations by the Towns when water and sewer extend into a JLMA in accordance with the annexation guidelines in this section and to resolve jurisdictional questions for property owners.
- E. Encourage site layouts in a JLMA that extend the existing and planned development patterns of the Town and surrounding JLMA.

Strategy

- 1.3 Continue to recognize the Towns as the preferred location of public facilities serving the Rural Policy Area, when otherwise consistent with Town policies and when suitable land and services are available.

Actions

- A. Encourage the continued use of existing public facilities located in the Towns and JLMAs and seek to maintain existing community-based schools as an important social and economic component of the communities.
- B. Cooperate with the Towns providing local law enforcement to ensure a coordinated enforcement strategy within the Town JLMAs.
- C. Support development of sidewalks and recreational, multi-use, and equine trails connecting the Towns to each other, to regional trail networks such as the W&OD and C&O Canal, and to area destinations.

Leesburg

Leesburg, the largest and most populous of the incorporated towns with a population of approximately 49,000 residents¹, has the added distinction of serving as the seat of the County government. By its location, it functions and appears to be a commercial hub at the junction between suburban areas to the east and rural areas to the west. The pressures for growth in Leesburg are the result of the robust regional economy that will continue to draw more businesses, government jobs, and residents. Town character is of paramount importance to Leesburg. The Old and Historic District is the basis of Leesburg's identity. It is a compact, mix of land uses; its blocks and buildings are human scaled; a resurgence in entertainment retail uses and downtown residential development have brought new development interest to the community. Other portions of the Town have a different, more suburban character where more uniform uses and large lots, curved streets, and culs-de-sac dominate the landscape. Between 2001 and 2016, Leesburg added 5.5 million square feet of retail, commercial, office, and institutional development, and approximately 4,300 residential units.

The Town's planning vision for the foreseeable future is to continue the diversity in economic and housing opportunities in a manner that reflects the best and essential qualities of the old and historic downtown. Leesburg will maintain a high quality of life by providing a full range of community facilities and services and diverse economic opportunities, protecting natural, environmental, and heritage resources, and protecting against negative environmental impacts. The Town of Leesburg is approximately 90 percent built out and, like other towns, has limited land area for new government facility development. County strategies recognize the fiscal impact of public facilities on a Town with limited land resources and has added more flexibility to locating such facilities in and around towns.

Leesburg's JLMA is situated almost entirely to the south and east of the corporate limits and contains approximately 7,000 acres. The northeast portion of Leesburg's JLMA has developed in the manner recommended by Town and County plans with a distinct suburban residential pattern, while other areas of the JLMA are planned for non-residential uses.

The Town views the main purpose of JLMA land uses between Route 7 and Route 267 to serve as an expansion of economic development goals by focusing on employment uses. JLMA planned place types reflect Leesburg's Town Plan and no major changes to land use are proposed.

On the south, west, and north sides of Leesburg there is no JLMA; instead, policies support a greenbelt and a defining edge adjacent to the Town. The *Loudoun County 2019 Comprehensive Plan* implements the greenbelt through rural and transitional place types up to these Town boundaries and proposing specific development guidelines along the major roads leading to the Town to preserve distinctly rural development pattern.

¹ 2012-2016 American Community Survey 5-Year Estimates.

Strategy

- 1.4 Ensure development within the Joint Land Management Area complies with the *Loudoun County 2019 Comprehensive Plan* and the Leesburg Town Plan, as amended.

Actions

- A. Collaborate with the Town of Leesburg on locating new facilities in the Town or JLMA.
- B. Maintain the planned land use of the JLMA consistent with Town of Leesburg land use policies; maintaining an emphasis on employment uses south of Route 7 and residential to the north of Route 7.
- C. Prohibit power generation plants in the Leesburg JLMA.
- D. Define the Town of Leesburg and JLMA as a distinct community separate from the Suburban and Rural Policy Areas by retaining rural policies and zoning to the north and south of the Town boundary and west of Evergreen Mills Road, and protecting the Goose Creek and Sycolin Creek floodplains to the east and south of the JLMA.
- E. Preserve the rural character of the viewsheds along Route 15 as it approaches the Town of Leesburg from the north and south by encouraging additional conservation easements and instituting design guidelines.
- F. Cooperate with the Town of Leesburg to complete the Potomac Heritage Trail and conserve open space along the Potomac River within the Town boundary and JLMA area.
- G. Coordinate with the Town of Leesburg and VDOT on the feasibility of planning and building Edwards Ferry Road as a two-lane facility with on-road bicycle accommodations. The County will work with the Town and VDOT to designate the road as a scenic by-way.
- H. Protect the viability of the Leesburg Airport by ensuring development in the JLMA does not impede Airport operations by continuing to prohibit residential development inside the 65 Ldn noise contour.

Hamilton

First settled in the 1730s and incorporated in 1875, the Town of Hamilton is located along business Route 7 between Leesburg and Purcellville. Hamilton served as a commercial and tourism hub after the railroad was extended west of Leesburg, though by the mid-1900s had become primarily a residential community. The existing JLMA around Hamilton and the adjacent RPA along the north side of its boundaries have also developed with residential uses. While Hamilton has extended utilities outside of its boundaries and has water facilities in the JLMA, it does not foresee expansion of the JLMA. An existing school and school support facilities on the western edge of the JLMA serve to separate the community from Purcellville.

The Town of Hamilton Comprehensive Plan for the Town of Hamilton and JLMA serves as Loudoun County's planning document for the Hamilton JLMA. The Comprehensive Plan for the

County/Town Annexation Agreement/Corporate Boundary Line Adjustment Guidelines

The County and the incorporated Towns will explore entering into annexation agreements to facilitate the annexations of properties that are receiving Town sewer and water services and are compatible with Town comprehensive plans. Agreements might include language based on the following recommendations:

1. Notwithstanding anything else in this Plan to the contrary, there shall be a presumption that land in the Leesburg Joint Land Management Area, which can be served by the central system, shall remain in the County and not be brought into the corporate boundaries of the Town.
2. With the exception of the Leesburg JLMA, the Town and the County should only honor requests for the extension of municipal sewer and/or water services outside the Town's corporate limits, within the designated JLMA when the beneficiaries of such service provide written acknowledgement of the right of the Town Council to annex the subject properties. If the Town should desire, this written acknowledgement may include the beneficiaries' written agreement to join with the Town in a joint annexation petition.
3. Parcels located within the designated JLMA and contiguous to the corporate boundaries of the Town, which have agreed to annexation in exchange for municipal sewer and/or water service, should be immediately annexed by the Town upon County approval of the rezoning and/or development proposal that requires municipal water and/or sewer service.
4. Parcels located within the designated JLMA, which have agreed to annexation in exchange for municipal sewer and/or water but which are not contiguous to the corporate boundaries of the Town, should enter into an agreement with the Town as follows: that annexation of these parcels should take place at such time as the subject parcels become contiguous with the corporate limits of the Town or five years from the date of County approval of the rezoning and/or land development proposal, which requires municipal water and/or sewer service, whichever comes first. In the latter case, where parcels receiving Town sewer and water remain noncontiguous to the corporate limits of the Town, any parcels lying between the corporate limits of the Town and the noncontiguous parcel which is receiving municipal sewer and water should be annexed at the end of the five-year period. However, these intervening parcels should not be required to hook into the Town sewer and/or water service unless desired by the property owner or necessary to maintain public health standards.
5. With the exception of the Leesburg JLMA, when the County approves the rezoning and/or development proposal of a property in the JLMA, which would require municipal sewer and/or water service, such approval should constitute the County's approval of annexation. At the time of such approval, the County should also provide the Town with written consent of annexation.
6. The County and Towns may proceed with annexations or with corporate boundary line adjustments, pursuant to State Code requirements, irrespective of whether the Town has a JLMA.

Place Types

As described in the beginning of this chapter, the following Place Types have been designated for specific locations as displayed on the accompanying map. The Place Types will work in concert with the Design Guidelines and Policies, Strategies, and Actions of the JLMAs to fulfill the land use patterns and community characteristics intended for these areas.

June 5, 2019 Loudoun County Board of Supervisors Meeting, Excerpt of Motion regarding Changes to Leesburg JLMA Policy

Excerpt Transcript - Timestamp start 00:25:21

Supervisor Ralph M. Buona: OK, I, I move that the Board of Supervisors add a new strategy 2.1 in Chapter 2, Town Policy 2, page 33 of the June 5th packet as follows: Due to the proximity of central system water and wastewater systems to the Leesburg JLMA and in order to avoid out of town utility rates for county residents and businesses, the central system shall be the presumed utility service provider in the Leesburg JLMA for new service put in place after adoption of the Loudoun 2019 Comprehensive Plan. In the event central system water declines or is unable to provide utility service to the Leesburg JLMA, or any portion thereof, utility service may be provided by the municipal system. I further move that the Board of Supervisors renumber the existing strategy 2.1 and Chapter 2, Town Policy 2 to Strategy 2.2 and revise it to read as follows: Except as provided in Strategy 2.1, serve all development in the JLMA by a municipal system when agreed to by the adjacent town. I further move that the Board of Supervisors revise Strategy 2.2 Action A, at the bottom of the page, as follows: Prior to approval of development in the JLMA beyond current zoning, require written assurance from the central system provider or the adjacent town for a municipal system that water and sewer will be provided. And finally I further move that staff be directed to review all other related policies in the draft to ensure that the draft is consistent with the above three motions.

Supervisor Phyllis J. Randall: That was a long motion and it was seconded by Miss Volpi. Supervisor Buona.

Supervisor Buona: Alright, I'm gonna try to catch my breath. Umm, basically, the current comp plan basically says that all utilities provided in JLMA will come from the Town and that it's presumed those will be annexed in. I have been approached by numerous economic development prospects and I'm not the only one that has been approached with grave concerns about how things are occurring with the town in relation to their applications. And I am talking some very, very significant economic development prospects. I can cite at least six different cases that I'm aware of that have come to me. And central system, and this is only the Leesburg JLMA. It's not the other two JLMA's. And I'm trying to choose my words carefully here. But what is happening is that the policies right now are causing those applicants to rethink coming to Loudoun and especially to the JLMA next to Leesburg. And because our central system, in the case of the Leesburg JLMA only, is very, very, very close, the central system being Loudoun Water, very, very, very close to the JLMA, this presumes that for new development Loudoun Water will be that primary source, that those prospects will deal with the County over their issues and not the Town. That they will pay Loudoun Water water rates, not out-of-town rates which are quite significant, especially for users such as the data center, and essentially this will be something that will spur and keep these prospects coming to Loudoun County versus deciding they want to do something else. I know there's four parts to the motion if you need me, if anybody wants me to explain any of the four. The last one is just clean up to make sure that OK, make sure we caught everything after the first three. But basically what I'm doing is creating a new 2.1, renumbering

June 5, 2019 Loudoun County Board of Supervisors Meeting, Excerpt of Motion regarding Changes to Leesburg JLMA Policy

2.2, rewording 2.2 Action A and then doing cleanup. And all of this is at the bottom of page 33. Thank you.

Supervisor Randall: Seeing that this is the Leesburg JL, JLMA, I'm going to go to Supervisor Umstatted first for comment.

Supervisor Umstatted: Thank. Thank you, Madam Chair. I really strongly object to this. There has been no consultation with the Town of Leesburg on this. Over the last 20 years, the Town of Leesburg has relied on the revised General Plan language and has made millions of dollars of investment in utility infrastructure based on that language. This is deemed to be an agreement between the County and the Town, and this language, if not softened or modified, would be a breach of that agreement. Most recently, the Town invested \$9 million in serving the Compass Creek development, most of which is outside the Town. So this is a huge blow to the Town's utility, ahh, financial stability, and I think it would be a huge mistake to go forward. I can offer some softening language for Supervisor Buona, as a friendly amendment, if he would accept it and hopefully he has a copy, but that would be to add the following language to the Leesburg section of the JLMA Loudoun County 2019 General Plan: Before any changes made to the policy as to service areas and preferred utility providers in the Leesburg JLMA, the County shall work with the Town to fully analyze the Town's and others' present and future capacity and past and planned investments in utility infrastructure.

Supervisor Randall: Mr. Buona.

Supervisor Buona: Unfortunately, this matter has a real sense of urgency to it. These are current applications, some of them already financed, and dirt is moving. And what this does is essentially say let's go and coordinate and study it all and nothing goes into effect because of the urgency of the matter, I can't accept it that way.

Supervisor Umstatted: Madam Chair, when you're ready, I'd like to make a substitute motion.

Supervisor Randall: You may do that.

Supervisor Umstatted: Alright. I would substitute for number one in Mr. Buona's motion that I move to add the following language to the Leesburg section of the JLMA Loudoun County 2019 General Plan: Before any change is made to the policy as to service areas and preferred utility providers in the Leesburg JLMA, the County shall work with the Town to fully analyze the Town's and others' present and future capacity and past and planned investments in utility infrastructure.

Supervisor Randall: Uhh, Miss, ahh, so you're making the motion just to number one. You're leaving two, three and four in place, is that correct?

Supervisor Umstatted: I, I would like to make the motion for all of them, but I think the most egregious part of Supervisor Buona's, my good friend Supervisor Buona's motion, was number one.

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Supervisor Randall: OK, motion made. Is there a second to the motion?

Supervisor Geary M. Higgins: I'll second it.

Supervisor Randall: Mr. Higgins has seconded the motion. Miss Umstatt, would you like to speak to the motion?

Supervisor Umstatt: I would, I would just stress again that this is a huge blow to a system that has been in place for about 20 years. The Town has made significant investments in water and sewer infrastructure to try to accommodate growth in the JLMA and I would just ask my colleagues to support the substitute. Thank you.

Supervisor Randall: Mr. Higgins.

Supervisor Higgins: Thank you, Madam Chair. Mr. Rogers, I got into this issue some years ago with the out-of-town water rates in certain areas of the Catoclin District, and umm I'm quite certain that there is a written agreement between the Town and the County that covers this area. So the Comprehensive Plan cannot undo that agreement that exists between the Town and the County. If we want to do something like this, we would have to renegotiate that agreement, and come up with new language. But there is a written agreement between the Town and the County it goes I don't know how many years back, but it specifically lays out the requirements for each party in this. So the change in the plan, I would think would be inappropriate.

Supervisor Randall: Mr. Rogers, and Mr. Higgins before. So you're talking about. You're asking on the on the original motion and on her substitute motion, to have that opinion.

Supervisor Higgins: Her substitute motion would allow the agreement that's in place to be operative and...

Supervisor Randall: So you're actually asking the question more about the original motion?

Supervisor Higgins: I'm talking about her amendment to the original motion would allow that agreement to be operative because it would require the parties to sit down and talk about it. Otherwise you've got to nego, you've got to renegotiate that agreement, and under state code, they have the right to charge out of town rates. I learned that the hard way.

Supervisor Randall: Mr. Rogers.

Leo P. Rogers, County Attorney: I'm unaware of a specific agreement that's dealing with the extension of utilities. I am aware of an agreement with the Town from the 80's which had a twenty year expiration period and has expired. Umm. That dealt with joint management in the JLMA. But I am unaware of the existence of an agreement and I can look into that and get back with you see if there is one, but there was an agreement that had a twenty year expiration clause.

Supervisor Higgins: I'm not aware of the expiration on it, but that may be the agreement and there or there may be another agreement, but this was as recently as 2013 or 14 and that

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agreement was operative then because we were working with the prior County Attorney on it and that was part of the issue that we were, oh yes, that we were working on. And so I think we need to do some more research on this before we jump into the pond.

Supervisor Randall: Mr. Letourneau.

Supervisor Matthew F. Letourneau: Mr. Rogers, the agreement would be only after the decision on who would actually be serving the area anyway, right? If there was one.

Mr. Rogers: I'm unsure how the County and Town would enter into the particular agreement that's being identified here to begin with. So I'm operating certainly out of a lack of knowledge that for the existence of an agreement or what it would say. This is your comprehensive plan separate from any agreement that's out there. I'm unaware of another agreement with the Town regarding utilities except the one from the 1980's, which I believe has expired.

Supervisor Letourneau: OK. Umm. I mean, obviously there's agreements that get struck between individual land owners, within the JLMA, where they have to pay out-of-town water rates, and they receive service. But the issue at heart here is whether that should be the only game in town in the JLMA. If you go back and think about this just from a logical perspective, the JLMA came about because the water utilities existed in the Town and not the County, and so if there was to be development outside the Town limits but near the County, then they would have to have agreement on water utilities and it would have to come from the Town because the County didn't have them and so it made sense at that time to have a situation in which the Town had some say and some control in that development, but the language is very, very strong. It essentially gives the Town fiat on this issue. Things have changed. The Loudoun Water facility that some of you attended a groundbreaking for is in the JLMA. Loudoun Water has now been extended fully to the JLMA. So just from a purely logical standpoint, it makes absolutely no sense to have all of these County properties now subject to the whims of the Town of Leesburg. And quite frankly, what apparently has been happening, especially more recently, is an abuse of that power. Because now individual properties are essentially being held hostage from a development perspective over this issue, and so I can't support the substitute motion because this is a huge vulnerability for the County and quite frankly, even if there weren't an issue pending right in front of us, which there is, the fact that this issue exists in general is a vulnerability for the County and it's a detriment to economic development for the County and also for the Town which the Town, I'm not sure, fully appreciates because the prospects that are involved here are very likely to leave both if we don't rectify this. So there's no reason for the County to subject itself to this type of a one-sided arrangement at this point given that the water utility now extends, easily could be extended into JLM A if the County policies would only allow it to.

Supervisor Randall: Miss Volpe.

Supervisor Suzanne M. Volpe: Thank you, Madam Chair. If we look back in time back in the 80's, things like Ashburn Village and Ashburn Farm Cascades, even the original Brambleton

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rezoning, those were, those were rezoned. They didn't even exist. Umm. Loudoun was a much different place back then. Umm. Believe it or not, helping on a friend's campaign for a special, ah, ah, special election in January of 06, which would probably be helpful to the County Attorney, umm, we did the research as part of the rezoning for a couple of places like River Creek and Potomac Station. It was during the rezoning that all of that stuff was negotiated for their water to come, to come from Leesburg. So that's how all that happened. It was actually through the rezoning process. So it wasn't from just this, it actually is in their articles of incorporation and declarations and all of that stuff. So it wasn't from say, or some specific comprehensive plan. It's actually through the rezoning process all of that was laid out. Thank you.

Supervisor Randall: Mr. Buffington.

Supervisor Tony R. Buffington: Thank you, Madam Chair. I'm going to have a what I hope is a . . .

Supervisor Buona: You can't make it now, there's a substitute.

Supervisor Randall: What were you . .

Supervisor Buffington: Disregard, I'll wait till after the substitute.

Supervisor Randall: Yeah. Yeah, you do. Yeah, you do.

Supervisor Buona: [inaudible]

Supervisor Randall: OK, Mr. Buona.

Supervisor Buona: Yeah. One of the reasons I can't support this motion is because it says before any changes made to the policy. Ah, and as I said before, we, we can't wait before any changes are made to the policy. Time is of the essence. I'm talking major, major, fortune Top 20 corporations that are about to pull out of here and Supervisor Letourneau said a little stronger and I was trying to avoid those words. He used the words hostage, but right now Leesburg has a monopoly and I'm going to just say it. They're holding a gun to the heads of these applicants. And frankly, the word extortion probably isn't too strong, and for that reason we have to break up this monopoly and give these applicants some options. Because some of them are, I have no doubt, are going to walk away. Thank you.

Supervisor Randall: Mr. Meyer.

Supervisor Ron Meyer: Yeah. I really don't want to get into sort of a tit for tat with the Town. I think we all want collaboration. The issue is, is when we're jeopardizing not just multi-million, but potentially billions of dollars of economic investment because of just really silly mistakes. It's not, it's not just this once it's been a trend over years of the Town of Leesburg potentially jeopardizing major economic development deals, and we cannot have our major economic development deals be jeopardized because of the political whims of the Town anymore. And,

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and we have to make sure that mature heads prevail and that we're able to make the right decisions to grow our economy, provide employment for our people here in Loudoun County versus having them drive to Reston, Tysons, D.C., and Leesburg is doing a lot to undermine that with what's happening now with the water situation, and it needs to come to a stop, and this is the most, the quickest and most equitable way to do that.

Supervisor Randall: So umm when I've had discussions and I'm being careful with my words too, first of all, let me let me just say that I believe that my colleagues in Leesburg do what they believe is the right thing for their citizens who are actually Miss Umstatted's citizens, Mr. Higgins' citizens, and my citizens too, so I'm, I'm, I'm not going to be part of the piling on of that. When I when I have had discussions about what is going on, what, what is, what is not clear to me is that the Leesburg Town Council is aware of what's going on versus the Leesburg staff being aware of what's going on. So I'm going to support Miss Umstatted's motion. I, I don't think it's going to pass and we'll go back to Mr. Buona's motion, but I'm going to support her motion because I'm not clear – I'm not sure that the Leesburg Town council is, is fully aware of what people on this dais may be aware of. That in itself may be an issue but that's not really our issue, right? But it might give them a little time to work that out, umm, so that, that's not, that's, that's kind of that's not how the County staff and County, County elected officials how we interact but, but I'm not going to say how they should interact. I will say I would like for the Leesburg Town Council to be to be as aware of what is what we know about the Town, as we are aware and I'm not sure they are. So for that reason, I'm going to support Miss Umstatted. Mister, Miss Umstatted, back to you for closing.

Supervisor Umstatted: Thank you, Madam Chair. There, there may be, and I appreciate very much the Chair's words, umm, some of our supervisors may be unaware based on the statements made that the Town does not serve as the only service provider in the JLMA. The Town has the first right of refusal, but if the Town declines to provide water and sewer to anyone in the JLMA, Loudoun Water is able to come in and, and fill that need, the one developer who approached me about this said he would prefer to go with the Town because he felt Loudoun Water's nearest pipes were about 8 miles away and Leesburg's was a lot closer, but uhh, the Town does not have sole right within the JLMA. They are just the preferred provider if they agree to provide. So I don't think this concern that somehow the Town will prevent anyone from getting water and sewer in the JLMA, I don't think that concern is, umm, is accurate, but I would ask for my colleagues' support on the substitute. Thank you so much.

Supervisor Randall: All right, substitute made by Miss Umstatted, seconded by Supervisor Higgins. All in favor, please say aye. Well, guys, I think say that again. All in favor, please say aye.

Aye.

Supervisor Randall: All opposed.

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Nay

Supervisor Randall: So that motion passes, fails 6/3 with Supervisors Higgins, Umstatt, and Randall. Oh, I'm sorry. Then 5/4 with Supervisor Higgins, Umstatt, Randall, and Saines voting against the motion. So we'll go back to the original motion, which is the original four part motion. Wanna read it again?

Supervisor Buona: [Laughter] I don't know if I have enough breath to do it.

Supervisor Randall: But mister, mister, you've talked in the motion, you've talked in the motion.

Supervisor Buffington: I have not talked.

Supervisor Randall: But you want to say something on the friendly amendment on the motion.

Supervisor Buffington: Thank you, Madam Chair.

Supervisor Randall: It was important to just putting the...

Supervisor Buffington: Uhh, based on conversations I've had this evening, I believe we need to do this, but I am very sensitive to your and Supervisor Umstatt and Supervisor Higgins concerns about doing this and to Supervisor Umstatt's wish to soften the language. And so in part one of this motion at the top if you look at the quoted paragraph, if you go down 1, 2, 3, 4, for the last sentence in that quoted paragraph, I would like to offer a friendly amendment that we strike out the words "in the event central system water" and then we replace those words with what I'm about to read and I'll read, I'll read what we're replacing it with and then I'll continue to read how the sentence would read with everything else that remains. And so this would be, this would be the last sentence.

If the property owner is not able to come to agreement with the central system or the central system, and now I'm reading the rest of it, declines or is unable to provide utility service to the Leesburg JLMA or any portion thereof, utility service may be provided by the municipal system. And I would like to offer that as a friendly and I'll explain why.

Supervisor Randall: OK, Supervisor Umstatt. I mean, Supervisor Volpe, OK?

Supervisor Buffington: Thank you, Madam Chair. It, it really just softens the language because without doing this change the way it read before would be the only way that Leesburg Water could provide service would be in the event that the system's central system water declines, or is unable to provide utility service. And with this friendly, it actually gives the applicant the ability to choose whether it wants to go with Loudoun Water or it wants to go with Leesburg water. And so I think that's really softens this up a lot. And I hope that's more amenable, amenable to some folks who are against the original motion.

Supervisor Randall: OK, so we're now discussion of original motion, Mr. Higgins.

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Supervisor Higgins: Thank you, Madam Chair. I'm quite certain there's another agreement out there. I'm telling you, Ralph, don't scoff at it. You know you're the guy that always goes on and on about we can't do these things on the fly. We need to figure out, we got to send it to committee, we got to go to China before we can do these things.

Supervisor Randall: OK. OK. OK. Well, guys, we're not gonna, we're not, we're not gonna talk, we're not, we're not going to talk to each other.

Supervisor Higgins: I'm telling you, he's talking while I was talking. I'm telling you there was an agreement I was involved with Jack Roberts, Randy Minshew, myself, and even Ken Cuccinelli, who's the Attorney General of the state at that time over the agreement that existed between the County and the Town in the JLMA, and whether or not they had the right to charge higher rates. I'm telling you it exists. This was in, whenever Randy Minshew ran for delegate the first time this agreement was still in effect, I think it was 2012. So until and unless we look into that, I think it's inappropriate to pass this motion because we're going to have, we're going to have to go back and change it because there's an agreement that exists and so I would make a motion to table this until we do the research so that we know what the mung is going on. Thank you.

Supervisor Randall: Motions to tables is on the, is on the...

Unknown Speaker: [inaudible]

Supervisor Randall: Motion to table has no, umm, there is no debate. Thank you. And a motion, it been a very long week, on a motion on the table. All in favor of a motion to table, please say aye.

Aye.

Supervisor Randall: Opposed.

No.

Supervisor Randall: All right, that motion will fail 7/2 with Mr. Higgins and Miss Umstattt saying no to that motion. I'm saying yes to the motion. I'm sorry, Mr. Higgins. I think you still have. Well, I guess your time. I don't know what your time was now. Umm, so I'm going to, not I vote on that table, but I am going to abstain on this motion and this is why I one, I, I'm. I'm, I, I'm going to abstain so if I, I'd like Mr. Rogers to go do some research and find out if what Mr. Higgins is saying is correct, but also what I said before, I'm going to table because I need to talk to my colleagues in the in, in, in the on the Leesburg Town Council. I don't know what they know and I don't know if they know what I know, and if we have the same stories, and if they're talking to the same applicants and that type of thing. And so before I make a make a decision to do something this drastic to the Town, with any of our towns, but this is specifically about Leesburg and Mr. Buona said that quite a few times it should be said again, this specifically

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about Leesburg, I'd like to have time to talk with my colleagues and on the Leesburg Town Council. So I'm going to abstain on the motion. Mr. Buona, would you like to close?

Supervisor Buona: Yeah, I'll simply say that we can talk all day about an agreement. The fact is, this is the comprehensive plan. This is a policy document, OK. And the Board of Supervisors determines the policy of land use in this County and that's what we are amending is a policy document, not an agreement. And we have every right as the governing body of the County and every authority to do so. And this is our only opportunity to do it because we are going to approve this document, knock on wood on the 20th of this month on the 20th of June. So if we're going to rectify this problem in a timely manner, to save millions and millions and millions of dollars of revenue to the County and many, many, many jobs, we have to do it as part of this comprehensive plan process because it's the only way to do it in an expedited fashion right now. Thank you.

Supervisor Randall: Motion was made by Supervisor Buona, seconded by Supervisor Volpe, with the friendly amendment from Supervisor Buffington. All in favor of the motion, please say aye.

Aye.

Supervisor Randall: Opposed.

Nay.

Supervisor Randall: And I'm going to abstain so that motion will carry 5/3/1. With Supervisors Saines . . . Yes, yes, Sir. OK 5/2/2. 5/2/2. That motion would change 5/2/2, with Supervisors Saines and Umstatttd voting no and Supervisors Higgins and Randall abstaining. Thank you.

RESOLUTION NO. 2018-117

PRESENTED: September 11, 2018

ADOPTED: September 11, 2018

AMENDED: September 25, 2018

A RESOLUTION: INITIATING A CORPORATE BOUNDARY LINE ADJUSTMENT PROCESS FOR A PORTION OF THE JOINT LAND MANAGEMENT AREA (JLMA) IDENTIFIED AS 1A AND DIRECTING STAFF TO EVALUATE OTHER AREAS OF THE JLMA IDENTIFIED AS 1 AND 2 FOR FUTURE INCORPORATION INTO THE TOWN.

WHEREAS, for over thirty-five years the Town of Leesburg and the County of Loudoun have conducted joint planning initiatives to plan for the eventual expansion of Leesburg, and more recently this growth area has been identified as the Joint Land Management Area (JLMA); and

WHEREAS, the JLMA is within the County and adjacent to the existing corporate limits of the Town and serves as an area to accommodate residential and non-residential growth for Leesburg; and

WHEREAS, the Town is approaching full build out of vacant parcels; and

WHEREAS, the Town needs to assure that the corporate boundaries offer opportunities for future growth especially for purposes of attracting business and industry to enhance the Town's tax base and to provide employment opportunities for Leesburg residents.

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

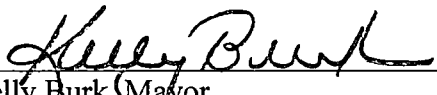
SECTION I. A "voluntary" Boundary Line Adjustment process pursuant to Section 15.2-3106 of the Virginia Code is hereby initiated for approximately 517 acres of the JLMA labeled 1A (see attached map), containing parcels owned, at the time of this Resolution, by six (6)

A RESOLUTION: INITIATING A CORPORATE BOUNDARY LINE ADJUSTMENT PROCESS FOR A PORTION OF THE JOINT LAND MANAGEMENT AREA (JLMA) IDENTIFIED AS 1A AND DIRECTING STAFF TO EVALUATE OTHER AREAS OF THE JLMA IDENTIFIED AS 1 AND 2 FOR FUTURE INCORPORATION INTO THE TOWN.

property owners: Town of Leesburg, Wal-Mart Real Estate Business Trust, Leesburg Commercial, LC, CC Skating LLC, Microsoft Corporation and Toll Road Investors Partnership II, and further identified with Parcel Identification Numbers 234-48-3058-001; 235-39-5696-000; 234-19-5842-000; 235-20-1426-000/001; 233-18-8634-001; 192-25-8128-001; a +/- 1.33 acre portion of 234-37-8457-001; and 0.31327 acres of right of way dedicated to the Town of Leesburg for a turn around at the end of Tolbert Lane, and a portion of Compass Creek Parkway which has been dedicated to Loudoun County for public right of way.

SECTION II. The Town Council further directs staff to evaluate other portions of JLMA (Areas 1 and 2) for possible future incorporation and report back to Council on findings.

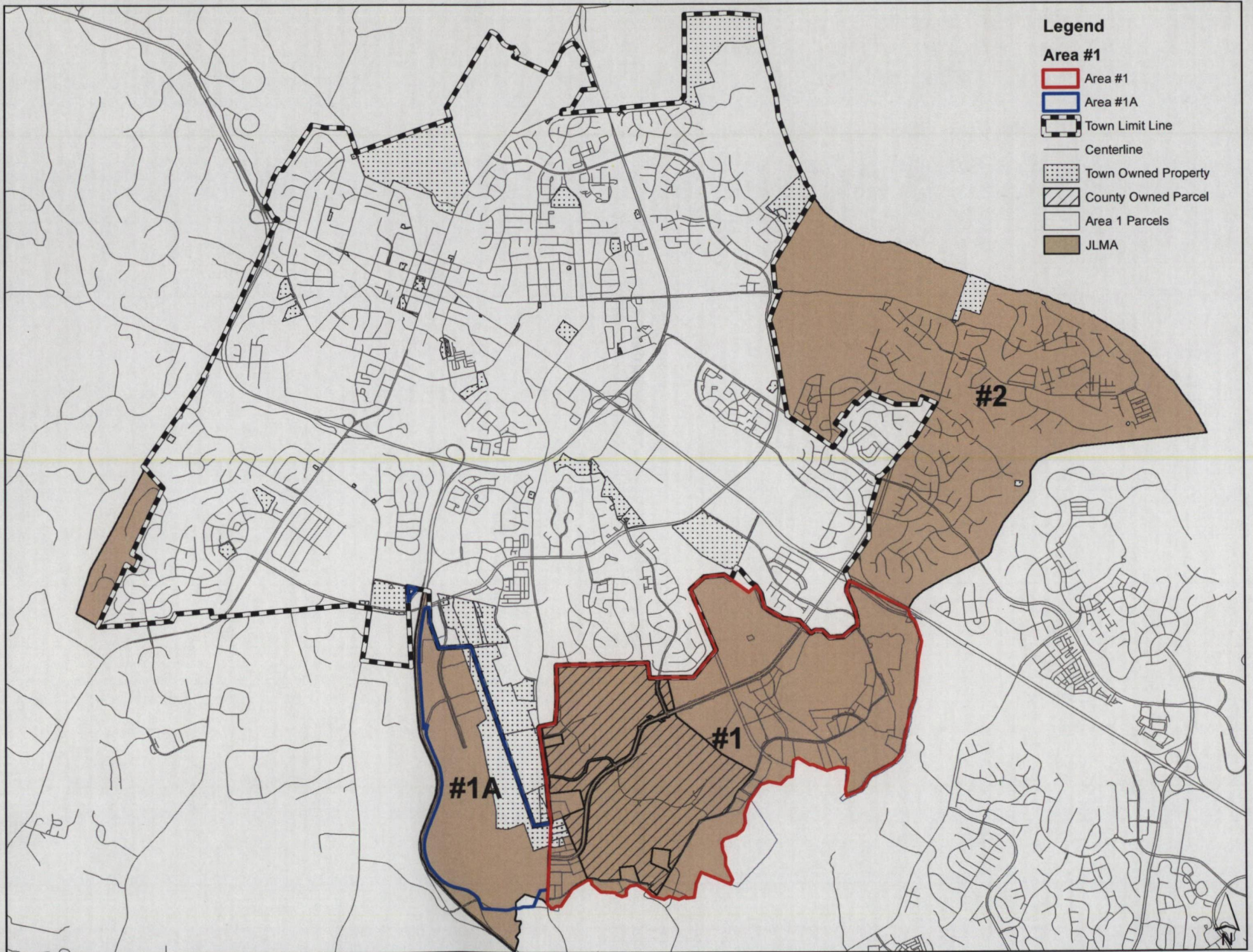
PASSED this 25th day of September, 2018.


Kelly Burk, Mayor
Town of Leesburg

ATTEST:


Clerk of Council

Attachment: Map of JLMA showing Areas 1A, 1, and 2.



VIRGINIA:

IN THE CIRCUIT COURT OF LOUDOUN COUNTY

IN RE: Change of Boundary Line Between)
The Town of Leesburg, Virginia, and) **CL _____**
The County of Loudoun, Virginia)

**JOINT PETITION OF COUNTY OF LOUDOUN, VIRGINIA
AND THE TOWN OF LEESBURG, VIRGINIA**

Come now, the County of Loudoun, Virginia (the “County”), and the Town of Leesburg, Virginia, (the “Town”), and hereby jointly petition the Court to approve the boundary line agreement between the County and the Town to change and relocate the boundary line between the localities, and in support thereof, state as follows:

1. The County and the Town are contiguous political subdivisions of the Commonwealth of Virginia. The Town lies wholly within the County of Loudoun, Virginia.

2. The County, acting by and through its governing body, the Board of Supervisors of Loudoun County, Virginia (the “Board”), and the Town, acting by and through its governing body, the Town Council of the Town of Leesburg, Virginia, (the “Council”), have agreed to change the boundary line between the County and the Town as evidenced by the fully executed Boundary Line Agreement, dated April 13, 2020, (the “Agreement”), which is attached hereto and incorporated by reference herein as **Exhibit 1**, and by the respective actions of the Town and the County approving such Agreement and authorizing these proceedings for judicial approval of the relocated boundary line; certified copies of which actions are attached hereto and incorporated by reference herein as **Exhibit 2** (for the County) and **Exhibit 3** (for the Town).

3. In accordance with Section 15.2-3107(A) of the *Code of Virginia* (1950) as amended, the Board and Council each advertised its intention to approve the Agreement, including a

descriptive summary of the Agreement that described the new boundary and a statement that a copy of the Agreement was on file in the office of the clerk of the respective governing body. These notices were published at least once a week for two consecutive weeks in Loudoun Now, a newspaper of general circulation in the County and Town, respectively. The Board published its notice on October 24, 2019, October 31, 2019, and November 7, 2019, and the Council published its notice on November 14, 2019, and November 21, 2019. Affidavits of publication are attached hereto as **Exhibit 4** (for the County) and **Exhibit 5** (for the Town).

4. In accordance with Section 15.2-3107(A) of the *Code of Virginia* (1950), as amended, the County and the Town each held a public hearing prior to adoption of the Agreement. The County's public hearing was held on November 13, 2019, and the Town's public hearing was held on November 26, 2019. However, the Board's vote on the Agreement was deferred at the November 13, 2020, public hearing to a future business meeting, and the Agreement was ultimately approved at the Board's March 3, 2020, business meeting.

5. In accordance with Section 15.2-3107(B) of the *Code of Virginia* (1950), as amended, written notice of the Agreement and its public hearing, as well as a separate notice of the filing of this Joint Petition, was served upon the affected property owners by first class mail to the last known address of the owners of such parcels as shown on the current real estate tax assessment books or current real estate tax assessment records. A representative of both the Board and the Council have made affidavits that such mailings were made to the property owners and are attached as **Exhibit 6** (Board's representative) and **Exhibit 7** (Town's representative) for notice of the Agreement and its public hearing, and as **Exhibit 8** (Board's Representative) and **Exhibit 9** (Town's representative) for notice of the filing of this Joint Petition.

6. The Board and the Council have authorized their respective attorneys to file this petition, which was filed within a reasonable time after adoption of the Agreement in accordance with Section 15.2-3108 of the *Code of Virginia* (1950), as amended, as evidenced in **Exhibit 2** and **Exhibit 3**.

7. The County and the Town desire to change and relocate the boundary line between them as depicted on the Plat entitled, "*Plat Showing Boundary Line Adjustment of the Corporate Limits for the Town of Leesburg, Loudoun County, Virginia*" dated December 11, 2019, revised through December 19, 2019, and prepared by Bohler Engineering, Virginia Licensed Land Surveyor, attached and incorporated by reference herein as **Exhibit 1A**.

8. All private property owners affected by this petition and subject to the notice requirements of § 15.2-3107(B) have consented to incorporation into the Town boundary and do not object to this petition as evidenced by the written letter of consent to incorporation dated January 15, 2020, attached hereto as **Exhibit 10**.

WHEREFORE, the County and the Town pray:

1. That the Court enter an Order establishing the new boundary line between the County and the Town to conform to the boundary line as depicted in **Exhibit 1A**, based on findings that the procedures required in Section 15.2-3107 of the Code of Virginia (1950), as amended, have been complied with, that the petition is otherwise in proper order, and that any affected property owners of the area affected by the Agreement who may have been permitted to intervene in these proceedings have failed to show cause why the boundary line between the County and the Town should not be changed.
2. That the Court attach and incorporate a copy of the Agreement in its Order.

3. That the Court's order set the effective date of the relocated boundary line between the County and the Town as of the date of entry of the Court's order.
4. That the Court cause a certified copy of its Order to be recorded in the common law order book and entered in the land records of the Court and indexed in the names of the County and the Town.
5. That the Court cause of copy of its Order to be certified and sent to the Secretary of the Commonwealth.
6. That the County and the Town each bear its own costs incurred in this matter.
7. For such other further and general relief as the Court my deed proper.

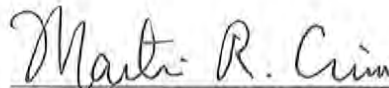
Respectfully submitted,

COUNTY OF LOUDOUN, VIRGINIA

TOWN OF LEESBURG, VIRGINIA



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Counsel for the Town of Leesburg, Virginia

INDEX TO EXHIBITS

- Exhibit 1 - Boundary Line Agreement
- Exhibit 1A - Plat entitled, "*Plat Showing Boundary Line Adjustment of the Corporate Limits for the Town of Leesburg, Loudoun County, Virginia*" dated December 11, 2019, revised through December 19, 2019, and prepared by Bohler Engineering, Virginia Licensed Land Surveyor
- Exhibit 2 - Certified County action approving Boundary Line Agreement
- Exhibit 3 - Certified Town action approving Boundary Line Agreement
- Exhibit 4 - Affidavit of Publication for the County
- Exhibit 5 - Affidavit of Publication for the Town
- Exhibit 6 - Affidavit of Mailing Notice of Agreement for the County
- Exhibit 7 - Affidavit of Mailing Notice of Agreement for the Town
- Exhibit 8 - Affidavit of Mailing Notice of Petition for the County
- Exhibit 9 - Affidavit of Mailing Notice of Petition for the Town
- Exhibit 10 - Property Owners' Letter of Consent Dated January 15, 2020

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (“Agreement”) is made and entered into this 13th day of April, 2020, by and between the COUNTY OF LOUDOUN, VIRGINIA (hereinafter the “County”), acting by and through its governing body, the Board of Supervisors of Loudoun County, Virginia; and the TOWN OF LEESBURG, VIRGINIA (hereinafter the “Town”), acting by and through its governing body, the Town Council of the Town of Leesburg, Virginia.

W I T N E S S E T H:

Whereas, the County and the Town are contiguous political subdivisions and share commitments to provide appropriate public services to their citizens and to protect the health and welfare of the citizens of their respective jurisdictions;

Whereas, both the Loudoun County 2019 Comprehensive Plan and the 2012 Town Plan identify an area of land within the County that is contiguous to the corporate boundary of the Town as the “Joint Land Management Area” (JLMA);

Whereas, in the JLMA, the Town has provided public water and sewer services to developed parcels and the County and the Town jointly plan development and growth;

Whereas, on September 25, 2018, and as amended through October 15, 2019, the Town approved Resolution No. 2018-117 (“Resolution”), initiating a “voluntary” boundary line adjustment process pursuant to Virginia Code §§ 15.2-3106, *et seq.*, for approximately 517 acres of land within the JLMA, comprising a development known as “Compass Creek” and containing parcels owned, at that time, by six (6) property owners;

Whereas, following approval of the Resolution, the Town and the County endeavored to ascertain and obtain the consent of the affected property owners;



Whereas, the Town has obtained letters consenting to incorporation into the Town from two (2) private property owners located in Compass Creek, to wit:

Leesburg Commercial LC, which owns and consents to the incorporation of a +/- 2.9 acre portion of the parcel designated by Parcel Identification Number (PIN) 234-38-2798 and the entirety of PIN 234-39-9964 and PIN 233-17-6768;

CC Skating LLC, which owns and operates the Ion International Training Center and consents to the incorporation of a +/- 7.5 acre portion of PIN 234-48-3058-001 (the "Ion Parcel");

Whereas, the building improvements constructed on the Ion Parcel straddle the current boundary line between the Town and the County;

Whereas, the Town consents to incorporation into the Town of two (2) Town-owned parcels that are contiguous to the Compass Creek development and adjacent to the Leesburg Executive Airport, to wit: PINs: 233-18-8634-001 and 192-25-8128-001;

Whereas, the Town requests incorporation of a portion of (i) the abutting right of way of Tolbert Lane that lies between the parcel identified as PIN 233-17-6768 and the existing municipal limits of the Town, containing 0.3132 acres, more or less, of dedicated right of way; and (ii) a portion of the public street known as Compass Creek Parkway that abuts PIN 234-39-9964; following entry of an order from the circuit court establishing the new boundary line, the Town and the County intend to execute such documents as necessary for the Town to accept maintenance responsibility for the aforementioned section of Compass Creek Parkway;

Whereas, the Town, with the County's concurrence, wishes to relocate the boundary line between them to incorporate into the Town those properties for which the property owners have provided consent to incorporation into the Town; to eliminate the split of the building improvements on the Ion Parcel; and to incorporate certain Town-owned parcels and public rights-of-way, as described herein, into the Town;

Whereas, the Town, with the County's concurrence, desires to relocate and change the boundary line between the County and the Town so that the new boundary of the Town shall be established as depicted on the plat entitled "*Plat Showing Boundary Line Adjustment of the Corporate Limits for the Town of Leesburg, Loudoun County, Virginia*", dated December 11, 2019, revised through December 19, 2019, and prepared by Bohler Engineering, Virginia Licensed Land Surveyor, (hereinafter the "Plat"), which Plat is attached hereto as Exhibit A; and

Whereas, section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended, authorizes Virginia counties and towns to relocate or change the boundary lines existing between them by agreement in accordance with the specific statutory procedures contained therein;

Whereas, all property owners for those parcels depicted on the Plat as parcels to be incorporated into the Town (the "Incorporated Parcels") have provided written consent to the Town to the proposed boundary line relocation;

Whereas, the County and the Town agree that a boundary line agreement, rather than an annexation proceeding, is the appropriate manner of incorporating the Incorporated Parcels into the Town.

Now, therefore, the parties hereto hereby agree as follows:

1. The new boundary line between the County and the Town is hereby agreed to and established, and incorporates the Incorporated Parcels into the Town that are depicted by the area within the solid line labeled "Adjusted Town of Leesburg Boundary Line" on **Exhibit A**, which Plat is expressly incorporated herein and made a part of this Agreement.

2. The County Attorney and the Town Attorney are hereby authorized to act on behalf of the County and the Town, respectively, to prepare, file, and sign any and all documents, pleadings, and orders reasonably necessary to ensure that a court order establishing

the new boundary line be entered in accordance with section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended.

3. Each locality shall bear the cost of its separate advertisements and notices in accordance with the provisions of section 15.2-3107 of the *Code of Virginia* (1950), as amended, and shall equally share the cost of any jointly prepared advertisements and notices.

4. The change and relocation of the boundary line between the County and the Town shall become effective on the date specified in the Circuit Court order establishing the new boundary line.

COUNTY OF LOUDOUN, VIRGINIA

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

By: [Signature]
Name: Tim Hemstreet
Title: County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Tim Hemstreet as County Administrator on behalf of the County of Loudoun, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 13 day of April, 2020.

[Signature]
Notary Public

My Commission expires: 9-30-22
My Notary Registration Number: 7029132



TOWN OF LEESBURG, VIRGINIA

By: Kelly Burk
Kelly Burk, Mayor

APPROVED AS TO FORM:

Christ M. Newton
Martin R. Crim, Town Attorney
by Christine M. Newton,
Deputy Town Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 7 day of April, 2020.

Ann Marie Smith
Notary Public

My Commission expires: 2/29/24
My Notary Registration Number: 7677893



1. TOWN BOUNDARY INFORMATION SHOWN HEREON IS FROM EXISTING LAND RECORDS FOR THE TOWN OF LEESBURG BOUNDARY AS RECORDED IN THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.
2. BEARINGS AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE VIRGINIA COORDINATE SYSTEM OF 1983.
3. IMPROVEMENTS ARE NOT SHOWN.
4. SOME ZONING DISTRICTS IDENTIFIED HEREON ARE PROPOSED ZONING DISTRICTS.

AREA TABULATION

TOWN OF LEESBURG AS RECORDED (PRIOR TO ADJUSTMENT) 7,872.86591 AC.

ADDITIONAL AREA THIS ADJUSTMENT 122.04100 AC.

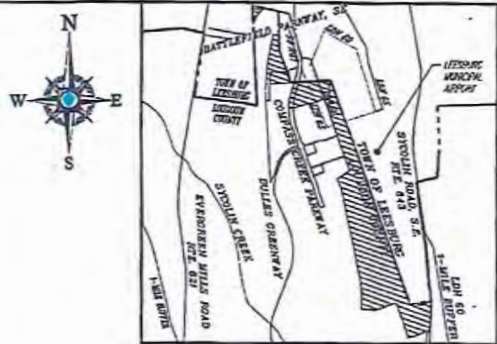
TOTAL AREA OF THE TOWN OF LEESBURG 8,094.90691 AC.

COORDINATE TABLE

POINT	NORTHING	EASTING
1	7,080,397.8347	11,747,594.0400
2	7,080,665.8187	11,747,735.2298
3	7,080,893.5596	11,747,889.1000
4	7,080,809.4535	11,747,874.3507
5	7,080,728.1605	11,748,246.0973
6	7,080,221.1958	11,748,255.4676
7	7,080,173.4365	11,748,115.6661
8	7,079,706.7048	11,748,036.8823
9	7,078,886.4109	11,747,928.6720
10	7,078,891.7387	11,748,025.9644
11	7,078,920.4034	11,748,549.4156
12	7,078,926.1718	11,748,654.7535
13	7,078,785.3825	11,748,607.6633
14	7,078,608.0598	11,748,559.6039
15	7,078,508.2752	11,748,529.8716
16	7,078,292.6414	11,748,513.9176
17	7,078,296.4779	11,748,633.4519
18	7,078,298.7143	11,748,703.1288
19	7,078,378.7460	11,748,931.7133
20	7,078,381.0543	11,748,966.3305
21	7,078,372.9466	11,749,005.5981
22	7,078,518.2803	11,749,418.3713
23	7,076,683.1276	11,750,060.7477
24	7,076,462.8843	11,749,742.3000
25	7,076,146.2458	11,749,876.1085
26	7,074,019.4435	11,750,299.2348
27	7,073,180.6262	11,750,348.4113
28	7,073,152.4767	11,750,707.9436
29	7,073,340.8057	11,751,231.1759
30	7,072,480.6320	11,751,532.3950
31	7,072,447.5152	11,751,538.6909
32	7,072,632.1143	11,752,055.9709
33	7,072,815.9349	11,752,091.7543
34	7,072,939.5500	11,752,102.2510
35	7,073,128.8263	11,752,108.2066
36	7,073,391.5617	11,752,111.9400

LINE	BEARING	DISTANCE
L1	N43° 53' 09"E	191.67'
L2	N88° 00' 42"E	119.60'
L3	S88° 09' 42"W	69.71'
L4	S78° 18' 55"E	40.09'
L5	S10° 45' 51"E	33.21'

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	552.48'	307.32'	N27° 57' 00"E	303.37'	031° 52' 15"	157.78'
C2	361.62'	7.63'	N43° 29' 45"E	7.63'	000° 46' 42"	3.81'
C3	5804.58'	907.78'	S05° 51' 36"W	906.79'	009° 16' 49"	454.88'
C4	1584.50'	183.82'	S15° 09' 52"W	183.72'	006° 38' 49"	92.01'
C5	1596.50'	216.39'	S04° 13' 53"W	216.22'	007° 49' 57"	108.36'
C6	65.00'	35.12'	N68° 11' 09"E	34.70'	036° 57' 45"	18.00'
C7	945.00'	345.40'	S22° 57' 30"E	343.00'	023° 26' 12"	175.15'
C8	3029.79'	842.16'	S03° 21' 25"E	839.45'	015° 59' 33"	423.81'



VICINITY MAP
SCALE: 1"=2,000'

SHEET INDEX
SHEET 1: NOTES, LINE & CURVE TABLES, COORDINATE VALUES
SHEETS 2-4: TOWN OF LEESBURG BOUNDARY LINE ADJUSTMENT

PLAT SHOWING
BOUNDARY LINE ADJUSTMENT
OF THE CORPORATE LIMITS FOR THE
TOWN OF LEESBURG
LOUDOUN COUNTY, VIRGINIA
SCALE: N/A DATE: DECEMBER 11, 2019
DRAWN: CRW - SHEET 1 OF 4

(Handwritten signature)
ROBERT C. HARR, JR.
VIRGINIA LICENSED LAND SURVEYOR NO. 3111

1-9-2020
DATE

NO.	REVISION	DATE
1	REVISED PER TOWN COMMENTS	12/19/19

BOHLER ENGINEERING

EXHIBIT
1A



LANDS N/F
TOWN OF LEESBURG, VIRGINIA
D.B. 832 PG. 514
P.L.D. 234-28-5774
ZONE: LB34

LANDS N/F
TOWN OF LEESBURG, VIRGINIA
D.B. 889 PG. 1002
D.B. 832 PG. 514
P.L.D. 192-45-4534
ZONE: LB34

TOWN OF LEESBURG
LOUDOUN COUNTY
S19°17'53"E 6022.62'

EXISTING TOWN OF LEESBURG
BOUNDARY LINE
(KERRY VICKERS)

LANDS N/F
TOWN OF LEESBURG, VIRGINIA
D.B. 984 PG. 1871
INSTR. #20060215-0014431
INSTR. #20120928-0076333
P.L.D. 192-25-8128-001
ZONE: PD-P & LJM-20
97.6054
ACRES

ADJUSTED TOWN OF
LEESBURG BOUNDARY LINE

S19°17'58"E 1943.57'(T)

1525.47'

157' 63"

157' 57"

MATCHLINE TO SHEET 3 OF 4

LANDS N/F
WILL-WAY REAL ESTATE
BUSINESS TRUST
INSTR. #201604190022404
P.L.D. 235-20-1428
ZONE: PDCCSC

PARCEL A-5
INSTR. #201907020016520

LANDS N/F
LEESBURG COMMERCIAL, L.C.
INSTR. #20170206-0007844
INSTR. #20180413-0020261
P.L.D. 234-29-4515
ZONE: PD-CC-SC

(EXISTING PARCEL)
PARCEL A-1
OF A DIVISION OF THE LANDS OF LEESBURG
COMMERCIAL, L.C.
INSTR. #20170206-0007844
INSTR. #20180413-0020261
INSTR. #20180614-0031658
P.L.D. 235-29-7431-000
ZONE: PD-P

S11°06' N 45°52' 55S

ADJUSTED TOWN OF
LEESBURG BOUNDARY LINE

75'

21'

CT

75'

ADJUSTED TOWN OF
LEESBURG BOUNDARY LINE

S11°14'54"E 2169.28'

MATCHLINE TO SHEET 4 OF 4

PLAT SHOWING
BOUNDARY LINE ADJUSTMENT
OF THE CORPORATE LIMITS FOR THE
TOWN OF LEESBURG
LOUDOUN COUNTY, VIRGINIA
SCALE: 1" = 150' DATE: DECEMBER 11, 2019
DRAWN: CRW - SHEET 3 OF 4

NO.	REVISION	DATE:
1	REVISED PER TOWN COMMENTS	12/18/19



1-9-2020
DATE

ROBERT C. HARR, JR.
VIRGINIA LICENSED LAND SURVEYOR NO. 3111



BOHLER ENGINEERING
1350 WOODLAWN DRIVE
SUITE 200
HERNDON, VIRGINIA 22041
TEL: 703.511.1111
www.bohlereng.com

SS1822001PLT2.dwg

CERTIFICATION

I, Amanda Logan, Assistant Deputy Clerk to the Board of Supervisors of Loudoun County, Virginia, certify that I am custodian of the attached "COPY TESTE – PROPOSED BOUNDARY LINE AGREEMENT WITH TOWN OF LEESBURG FOR A PORTION OF COMPASS CREEK DEVELOPMENT," approved at the March 3, 2020, Board of Supervisors Business Meeting.




Amanda Logan
Assistant Deputy Clerk to the Board of Supervisors

COUNTY OF LOUDOUN
COMMONWEALTH OF VIRGINIA

Acknowledged before me this 3 day of April, 2020

by Amanda Logan.



Notary Public's Signature

Notary registration number: 7029132

My Commission expires: 9-30-22





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, March 3, 2020 at 5:00 p.m.

IN RE: Proposed Boundary Line Agreement with Town of Leesburg for a Portion of Compass Creek Development (Catoctin/Leesburg)

Chairman Randall moved that the Board of Supervisors approve the Boundary Line Agreement with the Town of Leesburg, substantially in the form included as attachment 1 to the March 3, 2020, Board of Supervisors Business Meeting Action Item.

Chairman Randall further moved that the Board of Supervisors authorize the County Administrator or his designee to execute the boundary line agreement in final form approved by the County Attorney or his designee, and authorize the County Attorney or his designee to submit a petition to the Loudoun County Circuit Court to approve the agreement in accordance with Virginia Code § 15.2-3106, et seq.

Seconded by Supervisor Buffington.

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

COPY TESTE:


DEPUTY CLERK TO THE LOUDOUN COUNTY
BOARD OF SUPERVISORS

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between the COUNTY OF LOUDOUN, VIRGINIA (hereinafter the “County”), acting by and through its governing body, the Board of Supervisors of Loudoun County, Virginia; and the TOWN OF LEESBURG, VIRGINIA (hereinafter the “Town”), acting by and through its governing body, the Town Council of the Town of Leesburg, Virginia.

WITNESSETH:

Whereas, the County and the Town are contiguous political subdivisions and share commitments to provide appropriate public services to their citizens and to protect the health and welfare of the citizens of their respective jurisdictions;

Whereas, the Loudoun County 2019 Comprehensive Plan and the 2012 Town Plan identify an area of land within the County that is contiguous to the corporate boundary of the Town as the “Joint Land Management Area” (JLMA);

Whereas, in the JLMA, the Town has provided public water and sewer services to developed parcels and the County and the Town jointly plan development and growth;

Whereas, on September 25, 2018, and as amended through October 15, 2019, the Town approved Resolution No. 2018-117 (“Resolution”), initiating a “voluntary” boundary line adjustment process pursuant to Virginia Code §§ 15.2-3106, *et seq.*, for approximately 517 acres of land within the JLMA, comprising a development known as “Compass Creek” and containing parcels owned, at that time, by six (6) property owners;

Whereas, following approval of Resolution, the Town and the County endeavored to ascertain and obtain the consent of the affected property owners;

Whereas, the Town has obtained letters consenting to incorporation into the Town from two (2) private property owners located in Compass Creek, to wit:

Leesburg Commercial LC, which owns and consents to the incorporation of a +/- 2.9 acre portion of the parcel designated by Parcel Identification Number (PIN) 234-38-2798 and the entirety of PIN 234-39-9964 and PIN 233-17-6768;

CC Skating LLC, which owns and operates the Ion International Training Center and consents to the incorporation of a +/- 7.5 acre portion of PIN 234-48-3058-001 (the "Ion Parcel");

Whereas, the building improvements constructed on the Ion Parcel straddles the current boundary line between the Town and the County;

Whereas, the Town consents to incorporation into the Town of two (2) Town-owned parcels that are contiguous to the Compass Creek development and adjacent to the Leesburg Executive Airport, to wit: PINs: 233-18-8634-001 and 192-25-8128-001;

Whereas, the Town requests incorporation of a portion of (i) the abutting right of way of Tolbert Lane that lies between the parcel identified as PIN 233-17-6768 and the existing municipal limits of the Town, containing 0.3132 acres, more or less, of dedicated right of way; and (ii) a portion of the public street known as Compass Creek Parkway that abuts PIN 234-39-9964; following entry of an order from the circuit court establishing the new boundary line, the Town and the County intend to execute such documents as necessary for the Town to accept maintenance responsibility for the aforementioned section of Compass Creek Parkway;

Whereas, the Town, with the County's concurrence, wishes to relocate the boundary line between them to incorporate into the Town those properties for which the property owners have provided consent to incorporation into the Town; to eliminate the split of the building improvements on the Ion Parcel; and to incorporate certain Town-owned parcels and public right-of-way, as described herein, into the Town;

Whereas, the Town, with the County's concurrence, desires to relocate and change the boundary line between the County and the Town so that the new boundary of the Town shall be established as depicted on the [Geographic Information System (GIS) map and/or the plat], entitled "Town of Leesburg Proposed Compass Creek Boundary 2019", and prepared by The Town of Leesburg (hereinafter the ["Map/Plat"]), which [Map/Plat] is attached hereto; and

Whereas, section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended, authorizes Virginia counties and towns to relocate or change the boundary lines existing between them by agreement in accordance with the specific statutory procedures contained therein;

Whereas, all property owners for those parcels depicted on the Map as parcels to be incorporated into the Town (the "Incorporated Parcels") have provided written consent to the Town to the proposed boundary line relocation;

Whereas, the County and the Town agree that a boundary line agreement, rather than an annexation proceeding, is the appropriate manner of incorporating the Incorporated Parcels into the Town.

Now, therefore, the parties hereto hereby agree as follows:

1. The new boundary line between the County and the Town, is hereby agreed to and established, and incorporates the Incorporated Parcels into the Town within the area depicted as "New Corporate Limits of the Town of Leesburg, Virginia", on the [Map/Plat] attached hereto as Exhibit A and expressly incorporated herein and made a part of this Agreement.

2. The County Attorney and the Town Attorney are hereby authorized to act on behalf of the County and the Town, respectively, to prepare, file, and sign any and all documents, pleadings, and orders reasonably necessary to ensure that a court order establishing

the new boundary line be entered in accordance with section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended.

3. Each locality shall bear the cost of its separate advertisements and notices in accordance with the provisions of section 15.2-3107 of the *Code of Virginia* (1950), as amended, and shall equally share the cost of any jointly prepared advertisements and notices.

4. The change and relocation of the boundary line between the County and the Town shall become effective on the date specified in the Circuit Court order establishing the new boundary line.

COUNTY OF LOUDOUN, VIRGINIA

APPROVED AS TO FORM:

Deputy County Attorney

By: _____
Name: _____
Title: County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as County Administrator on behalf of the County of Loudoun, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission expires: _____
My Notary Registration Number: _____

TOWN OF LEESBURG, VIRGINIA

APPROVED AS TO FORM:

By: _____
Kelly Burk, Mayor

Barbara Notar, Town Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission expires: _____
My Notary Registration Number: _____

The Town of
Leesburg,
Virginia

PRESENTED: November 26, 2019

RESOLUTION NO. 2019-182

ADOPTED: November 26, 2019

A RESOLUTION: ADOPTING A BOUNDARY LINE AGREEMENT WITH LOUDOUN COUNTY FOR PORTIONS OF COMPASS CREEK PURSUANT TO CODE OF VIRGINIA § 15.2-3106 *et seq.*

WHEREAS, the Leesburg Town Council approved Resolution No. 2018-117 on September 11, 2018, amended through October 15, 2019, initiating a voluntary boundary line agreement between the Town of Leesburg, Virginia, ("Town") and the County of Loudoun, Virginia ("County") pursuant to Va. Code 15.2-3106 *et seq.* to incorporate a portion of the area located to the south and east of the Town's limits called the Joint Land Management Area ("JLMA") identified in the Resolution as Area 1A and which encompasses the Compass Creek commercial development ("Compass Creek");

WHEREAS, incorporation of Area 1A of the JLMA is contemplated by Chapters 6 and 10 of the Town Plan in that the JLMA is designated as an area for Town growth and an area where properties will be incorporated into the Town limits;

WHEREAS, during discussions between Town officials and Loudoun County officials to negotiate the BLA, County officials informed Town officials that the Board of Supervisors of Loudoun County (BOS) would agree to a BLA only if the affected property owners gave written consent to incorporation into the Town;

WHEREAS, since Resolution No. 2018-117 and discussions with the BOS, Peterson Companies, a large property owner within Area 1A sent a conditional letter of consent to the Town agreeing to a BLA for parcels and portions of parcels owned Leesburg Commercial LC and CC Skating, LLC, dated October 30, 2019;



83

A RESOLUTION: ADOPTING A BOUNDARY LINE AGREEMENT WITH LOUDOUN COUNTY FOR PORTIONS OF COMPASS CREEK PURSUANT TO CODE OF VIRGINIA § 15.2-3106 *et seq.*

WHEREAS, upon obtaining earlier versions of the conditional letter of consent, the Town Manager sent a formal letter to the County Administrator dated October 1, 2019, requesting a BLA of the properties and portions of properties where consent was obtained, as well as two entire (2) parcels owned by the Town adjacent to these properties and the current Town boundary;

WHEREAS, as a result of the Town Manager's formal letter of request, the BOS initiated a BLA pursuant to Code of Virginia § 15.2-3106 *et seq.* on October 17, 2019, held the required public hearing on November 13, 2019, and deferred adoption of the BLA until Town Council adopts the BLA;

WHEREAS, the proposed BLA was drafted by both the offices of the Town Attorney and County Attorney;

WHEREAS, a public hearing occurred advertising Council's consideration of the proposed BLA for two (2) consecutive weeks as required under Code of Virginia § 15.2-3107;

WHEREAS, letters have been sent by the Town and the County to the affected property owners notifying them of the public hearing as required under Code of Virginia § 15.2-3107;

WHEREAS, incorporation of properties affected by the BLA is in the best interests of the property owners as evidenced by their written consent; and

WHEREAS, incorporation of properties affected by the BLA is in the best interests of Town residents because Area 1A is and will be zoned for both commercial and industrial uses and will generate additional tax revenue to the Town with a relatively low cost to provide services by the Town;

A RESOLUTION: ADOPTING A BOUNDARY LINE AGREEMENT WITH LOUDOUN COUNTY FOR PORTIONS OF COMPASS CREEK PURSUANT TO CODE OF VIRGINIA § 15.2-3106 *et seq.*

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

SECTION I. The conditions set forth in Peterson Companies' written letter of consent dated October 30, 2019, will be considered and decided by the Town Council at the appropriate time and after the Town Council exercises its legal legislative discretion and authority;

SECTION II. If the Town Council approves the conditions of consent after exercising its legislative discretion and authority, the proposed, advertised BLA for portions of Compass Creek is hereby adopted;

SECTION III. In the event the proposed, advertised BLA requires corrections for scrivener's errors or other minor, non-substantive changes, the Town Attorney is authorized to make these corrections and/or changes;

SECTION IV. The Mayor is authorized to execute the final BLA on behalf of the Town Council;

SECTION V. In accordance with Code of Virginia § 15.2-3108, the Town Attorney is directed to petition the Loudoun County Circuit Court at the appropriate time along with Loudoun County for approval of the Boundary Line Agreement so long as it remains in a form approved by the Town Attorney and in accordance with this Resolution; and

SECTION VI. The Town Attorney is authorized to attach a plat to the BLA as requested by Loudoun County depicting the areas of incorporation instead of the map advertised as part of the petition filed with the Loudoun County Circuit Court; and

A RESOLUTION: ADOPTING A BOUNDARY LINE AGREEMENT WITH LOUDOUN COUNTY FOR PORTIONS OF COMPASS CREEK PURSUANT TO CODE OF VIRGINIA § 15.2-3106 *et seq.*

SECTION VII. The Town Attorney is authorized to file and execute any documents, pleadings and orders necessary to ensure entry of a Court order designating and establishing the new boundary line.

PASSED this 26th day of November, 2019.

Kelly Burk
Kelly Burk, Mayor
Town of Leesburg

ATTEST:

Eileen Boeing
Clerk of Council

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk, as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing Resolution, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 2nd day of December, 2019.

Eileen M. Boeing Eileen M. Boeing
Notary Public

My commission expires: 10-31-2023

Registration Number: 7039344



The undersigned certifies that the foregoing is a true and correct copy of a Resolution passed at a legally convened meeting of the Leesburg Town Council held on November 26, 2019.

Eileen Boeing
Eileen Boeing, Clerk of Council
Town of Leesburg, VA

LoudounNow

AFFIDAVIT OF LEGAL NOTICE

I, Norman K. Styer, Publisher of Loudoun Now, a newspaper printed in the English language in Loudoun County, Commonwealth of Virginia, do hereby certify that this notice was Published in Loudoun Now on the following dates, to-wit

10/24/19	1
10/31/19	1
11/07/19	1

County of Loudoun Board of Supervisors 11/13/19 Public Hearing	\$1953.60
---	-----------

(Description)	(Cost)
---------------	--------



Publisher of Loudoun Now

Subscribed and sworn on this

6th day of November, 2019

Rensselaer Havens Greene NOTARY PUBLIC REG. #7822512 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES MARCH 31, 2023
--



Notary Public, Commonwealth of Virginia



LoudounNow

AFFIDAVIT OF LEGAL NOTICE

I, Norman K. Styer, Publisher of Loudoun Now, a newspaper printed in the English language in Loudoun County, Commonwealth of Virginia, do hereby certify that this notice was Published in Loudoun Now on the following dates, to-wit

11/14/19	1
11/21/19	1

Town of Leesburg BLA Public Notice	\$77.28
(Description)	(Cost)



Publisher of Loudoun Now

Subscribed and sworn on this

27th day of January, 2020



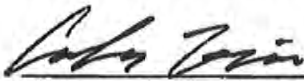
Rensselaer Havens Greene
NOTARY PUBLIC
REG. #7822512
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2023

Notary Public, Commonwealth of Virginia

EXHIBIT
5

AFFIDAVIT OF SERVICE

I, Carlos E. Teran, Assistant County Attorney, on behalf of the Board of Supervisors of Loudoun County, Virginia, and for the County of Loudoun, Virginia, hereby attest that, in accordance with §15.2-3107.B. of the Code of Virginia (1950), as amended, on the 24th day of October, 2019, I mailed or caused to be mailed by first class mail, postage prepaid, written notice that at its November 13, 2019, Public Hearing, the Loudoun County Board of Supervisors will consider the approval of a Boundary Line Agreement to change the boundary line between Loudoun County, Virginia, and the Town of Leesburg, Virginia, pursuant to §15.2-3106 et seq. of the Code of Virginia, including a copy of the notice of Public Hearing that was advertised in Loudoun Now on October 24, 2019, October 31, 2019, and November 7, 2019, and a map depicting the new location of the boundary line between the County and the Town, to the last known addresses, as shown on the current real estate tax assessment records of Loudoun County, of the owners of real property within the area affected by the Boundary Line Agreement. Copies of the notice mailed October 24, 2019, and the list of names and addresses of the affected property owners are attached as Exhibits A and B, respectively, to this Affidavit



Carlos E. Teran, Assistant County Attorney, Affiant

Subscribed and sworn to before me, the undersigned Notary, for the Commonwealth of Virginia, in the County of Loudoun, the 30th day of March, 2020:



Notary Public

Notary registration number: 152833

My Commission expires: 4/30/2020



Exhibits:

- A. Copies of notice mailed to real property owners within the affected area, including copy of the public hearing notice advertised in Loudoun Now on October 24, 2019 and the map depicting the new boundary line location.
- B. List of names and addresses of affected property owners to whom notice (provided in Exhibit A) was sent.





Loudoun County, Virginia

www.loudoun.gov

Office of the County Attorney

1 Harrison Street, S.E., 5th Floor, MSC #06, Leesburg, VA 20175
703-777-0307 • Fax 703-771-5

Exhibit A

CC Skating, LLC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033

October 24, 2019

To Whom It May Concern:

At its November 13, 2019, Public Hearing, the Loudoun County Board of Supervisors will consider the approval of a Boundary Line Agreement (BLA) to change the boundary line between Loudoun County, Virginia, and the Town of Leesburg, Virginia, pursuant to §15.2-3106 et seq. of the Code of Virginia.

You are listed in the current real estate tax records of Loudoun County as the owner of one (1) parcel identified as Loudoun County Parcel Identification Numbers (PINs) 234-48-3058-001 and 234-38-2798, which will be affected by this BLA. In accordance with §15.2-3107.B. of the Code of Virginia, you are hereby provided with notice that the Board will consider and take action on the BLA at its **November 13, 2019, Public Hearing**. The Public Hearing will be held in the Board of Supervisors' Meeting Room, County Government Center, 1 Harrison Street, S.E., Leesburg, Virginia, and will begin promptly at **6:00 p.m.**

The proposed boundary line change would incorporate into the municipal limits of the Town a land area containing approximately 120.03 acres, more or less, being all of the property identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-39-9964, and a +/- 2.9 acre portion of 234-38-2798, owned by Leesburg Commercial, LC; a +/- 7.5 acre portion of 234-48-3058-001, owned by CC Skating, LLC; 233-18-8634-001 and 192-25-8128-001, owned by the Town of Leesburg; and a portion of the abutting right of way of Tolbert Lane that lies between PIN 233-17-6768 and the existing municipal limits of the Town containing 0.3132 acres, more or less of dedicated right of right-of way; and a portion of the abutting right of way of Compass Creek Parkway fronting along the western side of PIN 234-39-9964 containing 1.69 acres, more or less, of dedicated right-of-way. The new location of the boundary line between the County and the Town would correspond generally along the right of way line of the Dulles Greenway between Tolbert Lane and the north side of Battlefield Parkway, and along the eastern side of the Dulles Greenway from Battlefield Parkway through a portion of PINs 234-48-3058-001 and 234-38-2798 to Compass Creek Parkway, and along the western side Compass Creek Parkway and southern boundary line of 233-39-9964, and the western boundary line 233-18-8634-001 and 192-25-8128-001 to Sycolin Road, and along the western right of way line of Sycolin Road to the existing municipal limits of the Town. The property to be incorporated into the Town is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Catoclin Election District, and as depicted on the map.



Loudoun County, Virginia

www.loudoun.gov

Office of the County Attorney

1 Harrison Street, S.E., 5th Floor, MSC #06, Leesburg, VA 20175

703-777-0307 • Fax 703-771-5

If you have any questions, please call me at (703) 771-5054. A copy of the above-referenced proposed Boundary Line Agreement, and a Geographical Information System (GIS) map depicting the new location of the boundary line between the County and the Town are on file in the Office of the County Administrator, who serves as the Clerk of the Board of Supervisors, County Government Center, 5th Floor, 1 Harrison Street, SE, from 9:00 a.m. through 4:30 p.m., Monday through Friday, or call (703) 777-0200. Documents also may be viewed and downloaded electronically 72 hours in advance of the public hearing at: www.loudoun.gov/bosdocuments (for Public Hearing documents, follow the link for "Board of Supervisors Business Meetings, Public Hearings and Special Meetings").

Sincerely,

Carlos E. Teran, Esq.
Office of the County Attorney
(703) 771-5054
Carlos.Teran@Loudoun.gov



Loudoun County, Virginia

www.loudoun.gov

Office of the County Attorney

1 Harrison Street, S.E., 5th Floor, MSC #06, Leesburg, VA 20175
703-777-0307 • Fax 703-771-5

Leesburg Commercial LC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033

October 24, 2019

To Whom It May Concern:

At its November 13, 2019, Public Hearing, the Loudoun County Board of Supervisors will consider the approval of a Boundary Line Agreement (BLA) to change the boundary line between Loudoun County, Virginia, and the Town of Leesburg, Virginia, pursuant to §15.2-3106 et seq. of the Code of Virginia.

You are listed in the current real estate tax records of Loudoun County as the owner of three (3) parcels identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-38-2798 and 234-39-9964, which will be affected by this BLA. Additionally, the portion of Compass Creek Parkway abutting PIN 234-39-9964 will also be affected by this BLA. In accordance with §15.2-3107.B. of the Code of Virginia, you are hereby provided with notice that the Board will consider the proposed BLA at its **November 13, 2019, Public Hearing**. The Public Hearing will be held in the Board of Supervisors' Meeting Room, County Government Center, 1 Harrison Street, S.E., Leesburg, Virginia, and will begin promptly at 6:00 p.m.

The proposed boundary line change would incorporate into the municipal limits of the Town a land area containing approximately 120.03 acres, more or less, being all of the property identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-39-9964, and a +/- 2.9 acre portion of 234-38-2798, owned by Leesburg Commercial, LC; a +/- 7.5 acre portion of 234-48-3058-001, owned by CC Skating, LLC; 233-18-8634-001 and 192-25-8128-001, owned by the Town of Leesburg; and a portion of the abutting right of way of Tolbert Lane that lies between PIN 233-17-6768 and the existing municipal limits of the Town containing 0.3132 acres, more or less of dedicated right of right-of way; and a portion of the abutting right of way of Compass Creek Parkway fronting along the western side of PIN 234-39-9964 containing 1.69 acres, more or less, of dedicated right-of-way. The new location of the boundary line between the County and the Town would correspond generally along the right of way line of the Dulles Greenway between Tolbert Lane and the north side of Battlefield Parkway, and along the eastern side of the Dulles Greenway from Battlefield Parkway through a portion of PINs 234-48-3058-001 and 234-38-2798 to Compass Creek Parkway, and along the western side Compass Creek Parkway and southern boundary line of 233-39-9964, and the western boundary line 233-18-8634-001 and 192-25-8128-001 to Sycolin Road, and along the western right of way line of Sycolin Road to the existing municipal limits of the Town. The property to be incorporated into the Town is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Catoctin Election District, and as depicted on the map.



Loudoun County, Virginia

www.loudoun.gov

Office of the County Attorney

1 Harrison Street, S.E., 5th Floor, MSC #06, Leesburg, VA 20175
703-777-0307 • Fax 703-771-5

If you have any questions, please call me at (703) 771-5054. A copy of the above-referenced proposed Boundary Line Agreement, and a Geographical Information System (GIS) map depicting the new location of the boundary line between the County and the Town are on file in the Office of the County Administrator, who serves as the Clerk of the Board of Supervisors, County Government Center, 5th Floor, 1 Harrison Street, SE, from 9:00 a.m. through 4:30 p.m., Monday through Friday, or call (703) 777-0200. Documents also may be viewed and downloaded electronically 72 hours in advance of the public hearing at: www.loudoun.gov/bosdocuments (for Public Hearing documents, follow the link for "Board of Supervisors Business Meetings, Public Hearings and Special Meetings").

Sincerely,

Carlos E. Teran, Esq.
Office of the County Attorney
(703) 771-5054
Carlos.Teran@Loudoun.gov



Loudoun County, Virginia

www.loudoun.gov

Office of the County Attorney

1 Harrison Street, S.E., 5th Floor, MSC #06, Leesburg, VA 20175
703-777-0307 • Fax 703-771-5

Kaj Dentler, Town Manager
Town of Leesburg
25 W. Market Street
Leesburg, VA 20176

October 24, 2019

To Whom It May Concern:

At its November 13, 2019, Public Hearing, the Loudoun County Board of Supervisors will consider the approval of a Boundary Line Agreement (BLA) to change the boundary line between Loudoun County, Virginia, and the Town of Leesburg, Virginia, pursuant to §15.2-3106 et seq. of the Code of Virginia.

You are listed in the current real estate tax records of Loudoun County as the owner of two (2) parcels identified as Loudoun County Parcel Identification Numbers (PINs) 233-18-8634-001 and 192-25-8128-001, which will be affected by this BLA. In accordance with §15.2-3107.B, of the Code of Virginia, you are hereby provided with notice that the Board will consider and take action on the BLA at its **November 13, 2019, Public Hearing**. The Public Hearing will be held in the Board of Supervisors' Meeting Room, County Government Center, 1 Harrison Street, S.E., Leesburg, Virginia, and will begin promptly at **6:00 p.m.**

The proposed boundary line change would incorporate into the municipal limits of the Town a land area containing approximately 120.03 acres, more or less, being all of the property identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-39-9964, and a +/- 2.9 acre portion of 234-38-2798, owned by Leesburg Commercial, LC; a +/- 7.5 acre portion of 234-48-3058-001, owned by CC Skating, LLC; 233-18-8634-001 and 192-25-8128-001, owned by the Town of Leesburg; and a portion of the abutting right of way of Tolbert Lane that lies between PIN 233-17-6768 and the existing municipal limits of the Town containing 0.3132 acres, more or less of dedicated right of right-of way; and a portion of the abutting right of way of Compass Creek Parkway fronting along the western side of PIN 234-39-9964 containing 1.69 acres, more or less, of dedicated right-of-way. The new location of the boundary line between the County and the Town would correspond generally along the right of way line of the Dulles Greenway between Tolbert Lane and the north side of Battlefield Parkway, and along the eastern side of the Dulles Greenway from Battlefield Parkway through a portion of PINs 234-48-3058-001 and 234-38-2798 to Compass Creek Parkway, and along the western side Compass Creek Parkway and southern boundary line of 233-39-9964, and the western boundary line 233-18-8634-001 and 192-25-8128-001 to Sycolin Road, and along the western right of way line of Sycolin Road to the existing municipal limits of the Town. The property to be incorporated into the Town is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Catoclin Election District, and as depicted on the map.



Loudoun County, Virginia

www.loudoun.gov

Office of the County Attorney

1 Harrison Street, S.E., 5th Floor, MSC #06, Leesburg, VA 20175
703-777-0307 • Fax 703-771-5

If you have any questions, please call me at (703) 771-5054. A copy of the above-referenced proposed Boundary Line Agreement, and a Geographical Information System (GIS) map depicting the new location of the boundary line between the County and the Town are on file in the Office of the County Administrator, who serves as the Clerk of the Board of Supervisors, County Government Center, 5th Floor, 1 Harrison Street, SE, from 9:00 a.m. through 4:30 p.m., Monday through Friday, or call (703) 777-0200. Documents also may be viewed and downloaded electronically 72 hours in advance of the public hearing at: www.loudoun.gov/bosdocuments (for Public Hearing documents, follow the link for "Board of Supervisors Business Meetings, Public Hearings and Special Meetings").

Sincerely,

Carlos E. Teran, Esq.
Office of the County Attorney
(703) 771-5054
Carlos.Teran@Loudoun.gov

Legal Notices

October 24, 2019 | LOUDOUN NOW | NEWS | POLITICS | PUBLIC SAFETY | EDUCATION | NONPROFIT | OUR TOWNS | LOCAL LIVING | CLASSIFIEDS | OBITUARIES | OPINION | loudounnow.com

A complete copy of the full text of the above-referenced proposed amendment(s), including maps, is on file and available for public inspection in the Office of the County Administrator, County Government Center, 5th Floor, 1 Harrison Street, S.E., Leesburg, Virginia, between 9:00 a.m. to 4:30 p.m., Monday through Friday, or call 703-777-0200. Documents also may be viewed and downloaded electronically 72 hours in advance of the public hearing at: www.loudoun.gov/boarddocuments (for Public Hearing documents, follow the link for "Board of Supervisors Business Meetings, Public Hearings and Special Meetings"), and are also available at www.loudoun.gov/districts.

NOTICE OF INTENTION TO PROPOSE FOR PASSAGE AN ORDINANCE TO PARTIALLY VACATE SUBDIVISION PLATS

Pursuant to Virginia Code §§15.2-1427, 15.2-2204, and 15.2-2272, the Board of Supervisors of Loudoun County, Virginia ("Board"), gives notice of its intention to propose for passage an ordinance to partially vacate the subdivision plats that created 4 open space parcels located within The Regency development. These 4 open space parcels are the subject of ESMT application (ESMT)-2018-0054 that is being brought forward to the Board of Supervisors December 3, 2019, for consideration. ESMT-2018-0054 proposes to vacate certain portions of open space easements created pursuant to the Open Space Land Act, Code of Virginia §10.1-1700 et seq. that apply to the 4 open space parcels. If ESMT-2018-0054 is approved by the Board, this ordinance to partially vacate the subdivision plats will be necessary to remove the associated "open space" designation that the subdivision plats place on a portion of the area where the open space easements were vacated (and to provide revised open space area calculations) ("Vacation Area"). The "open space" designation created by the subdivision plats restricts development of the Vacation Area independently from said open space easements, and would continue to restrict the development of the Vacation Area even if ESMT-2018-0054 is approved by the Board. The approval of ESMT-2018-0054 and the adoption of this ordinance to partially vacate the subdivision plats are necessary to develop the Vacation Area pursuant to Zoning Map Amendment application (ZMAP)-2018-0010, if it is approved by the Board. The Vacation Area is located south of the intersection of Waxpool Road (Route 600) and Ashburn Village Boulevard (Route 2020), in the Broad Run Election District. The 4 open space parcels are more particularly identified as Parcel B, Section 1, The Regency (PIN: 088-27-2815); Parcel F, Section 2, The Regency (PIN: 088-27-5670); Parcel I, Section 4, The Regency (PIN: 088-26-9238); and Parcel H, Section 3, The Regency (PIN: 088-27-7514).

A complete copy of the full text of the above-referenced proposed ordinance is on file and available for public inspection in the Office of the County Administrator, County Government Center, 5th Floor, 1 Harrison Street, S.E., Leesburg, Virginia, between 9:00 a.m. to 4:30 p.m., Monday through Friday, or call 703-777-0200. Documents also may be viewed and downloaded electronically 72 hours in advance of the public hearing at: www.loudoun.gov/boarddocuments (for Public Hearing documents, follow the link for "Board of Supervisors Business Meetings, Public Hearings and Special Meetings"), and are also available at www.loudoun.gov/districts.

PROPOSED CONVEYANCE OF COUNTY OWNED PROPERTY FROM BOARD OF SUPERVISORS TO BROADLANDS COMMERCIAL DEVELOPMENT, L.L.C.

Pursuant to Virginia Code § 15.2-1800, the Board of Supervisors (Board) shall consider a proposed Real Estate Exchange Agreement. Pursuant to the proposed agreement, the Board would convey to Broadlands Commercial Development, L.L.C. (BCD) two parcels of land described as Broadlands Block 1, Section 21 and Broadlands Parcel D, Block 2, Section 23 (collectively, the Subject Property), consisting of approximately 18.76 acres, in exchange for BCD's conveyance to the Board of an approximately 20.9213-acre portion of Broadlands Lot 1, Section 104. The Subject Property is approximately 18.76 acres and is located on the east side of Belmont Ridge Road (Route 659), south of Broadlands Boulevard (Route 640), north of Thru Parish Drive (Route 2119). The Subject Property is more particularly identified as Tax Map No. 17B/59/23-1 (PIN 155-26-6774) and Tax Map No. 17B/23/104/1 (PIN 155-26-4275). A portion of the Subject Property (PIN 155-26-4275) is located at 21446 Belmont Ridge Road, Ashburn VA 20148.

A copy of the draft Real Estate Exchange Agreement is available for review and may be examined at the Office of the County Administrator, Loudoun County Government Center, 5th Floor, 1 Harrison Street, S.E., Leesburg, Virginia, between 9:00 a.m. and 4:30 p.m., Monday thru Friday or call (703) 777-0200. Documents also may be viewed and downloaded electronically 72 hours in advance of the public hearing at: www.loudoun.gov/boarddocuments (for Public Hearing documents, follow the link for "Board of Supervisors Business Meetings, Public Hearings and Special Meetings").

PROPOSED CONVEYANCE OF COUNTY OWNED PROPERTY FROM BOARD OF SUPERVISORS TO LOUDOUN COUNTY SCHOOL BOARD

Pursuant to Virginia Code §15.2-1800, the Board of Supervisors (Board) shall consider conveying 1.76 acres of land owned by the Board near the Arcola Quarters for the Enslaved to the Loudoun County School Board (School Board). The Subject Property is located at 42817 Evergreen Mills Road (Route 621), in the Blue Ridge Election District (the "Subject Property"), southside of Evergreen Mills Road (Route 621) and west of Stone Springs Boulevard (Route 659). The Subject Property is more particularly identified as a portion of Tax Map Number 101/111/42A (PIN: 162-46-6915). This land conveyance is for the purpose of developing the new Dulles North Elementary School (ES-23). The 1.76 acres of County owned property is to be combined with an approximately 11.3 acre portion of Tax Map Number 101/111/401 (PIN: 162-26-7237), in the Blue Ridge Election District to create a 13 acre elementary school site.

Copies of vicinity map and draft plat(s) showing the location(s) of the above-listed conveyance(s) and associated documents are available for review and may be examined at the Office of the County Administrator, County Government Center, 5th Floor, 1 Harrison Street, S.E., Leesburg, Virginia, from 9:00 a.m. to 4:30 p.m., Monday through Friday or call (703) 777-0200. Documents also may be viewed and downloaded electronically 72 hours in advance of the public hearing at: www.loudoun.gov/boarddocuments (for Public Hearing documents, follow the link for "Board of Supervisors Business Meetings, Public Hearings and Special Meetings").

APPROVAL OF A BOUNDARY LINE AGREEMENT TO CHANGE THE BOUNDARY LINE BETWEEN LOUDOUN COUNTY, VIRGINIA, AND THE TOWN OF LEESBURG, VIRGINIA

Pursuant to Virginia Code § 15.2-3106 et seq., the Loudoun County Board of Supervisors hereby provides notice of its intention to approve a Boundary Line Agreement with the Town of Leesburg, Virginia, ("Town") to change the existing boundary line between Loudoun County, Virginia, ("County") and the Town. The proposed boundary line change would incorporate into the municipal limits of the Town a land area containing 120.03 acres, more or less, being all of the property identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-39-9964, and a 1-2.9 acre portion of 234-38-2798, owned by Leesburg Commercial, L.C.; a 7.5 acre portion of 234-48-3058-001, owned by CC Skelley, LLC; 233-18-8634-001 and 192-25-8128-001, owned by the Town of Leesburg; and a portion of the abutting right of way of Tolbert Lane that lies between PIN 233-17-6768 and the existing municipal limits of the Town containing 0.3132 acres, more or less of dedicated right of way; and a portion of the abutting right of way of Compass Creek Parkway fronting along the western side of PIN 234-39-9964 containing 1.69 acres, more or less, of dedicated right-of-way.

The new location of the boundary line between the County and the Town would correspond generally along the right of way line of the Dulles Greenway between Tolbert Lane and the north side of Battlefield Parkway, and along the eastern side of the Dulles Greenway from Battlefield Parkway through a portion of PINs 234-48-3058-001 and 234-38-2798 to Compass Creek Parkway, and along the western side Compass Creek Parkway and southern boundary line of 233-39-9964, and the western boundary line 233-18-8634-001 and 192-25-8128-001 to Sycolin Road, and along the western right of way line of Sycolin Road to the existing municipal limits of the Town. The property to be incorporated into the Town is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Castelia Election District, and as depicted on the map.



A copy of the draft Boundary Line Agreement is on file in the Office of the County Administrator who serves as the Clerk of the Board of Supervisors, County Government Center, 5th Floor, 1 Harrison Street, SE, from 9:00 a.m. through 4:30 p.m., Monday through Friday, or call (703) 777-0200. Documents also may be viewed and downloaded electronically 72 hours in advance of the public hearing at: www.loudoun.gov/boarddocuments (for Public Hearing documents, follow the link for "Board of Supervisors Business Meetings, Public Hearings and Special Meetings").

PROPOSED RESOLUTION AUTHORIZING USE OF EMINENT DOMAIN PROPERTY OF:

Belmont Run Homeowner's Association, Abdul Haxan Choeza, Complete Builders Suppliers, Inc., Mount Hope Baptist Church, and Washington Homes, Inc. of Virginia n/a/K. Bevanian Homes of Virginia, Inc.

Pursuant to Virginia Code Section 15.2-1901 et seq., the Board of Supervisors shall consider the adoption of separate resolutions approving a proposed public use and directing the acquisition of real property for such public use by condemnation (eminent domain). The subject property consists of portions of five (5) parcels located along the east side (1 parcel) and the west side (4 parcels) of Belmont Ridge Road (Route 659) in Ashburn, Virginia. The subject property is proposed to be used for public street right-of-way, proposed street easements, drainage easements, temporary construction easements, and utility easements for the construction of the Belmont Ridge Road (Thru Parish Drive to Croson Lane) road expansion project in Loudoun County, Virginia. The subject properties are more particularly described as follows:

Property to be acquired from Belmont Run Homeowners Association: Approximately 215 square feet for a permanent drainage easement and 1,962 square feet for utility easements on Lm Property Parcel A, located on the east side of Belmont Ridge Road (Route 659), and is located on a parcel that is more particularly described as PIN 157-27-5687 in the Dulles Election District. This parcel is located south of Croson Lane (Route 645) in the southeastern quadrant of the intersection of Belmont Ridge Road (Route 659) and Croson Lane (Route 645).

Town of Leesburg: Proposed Boundary Line Adjustment 2019

(Version 1)

"This Geographic Information System Map depicts the proposed change in boundary between Loudoun County and the Town of Leesburg in accordance with Va. Code § 15.2-3108(iii). If the agreement is approved, a more detailed map or plat will be submitted to the circuit court with the petition required by Code § 15.2-3108."

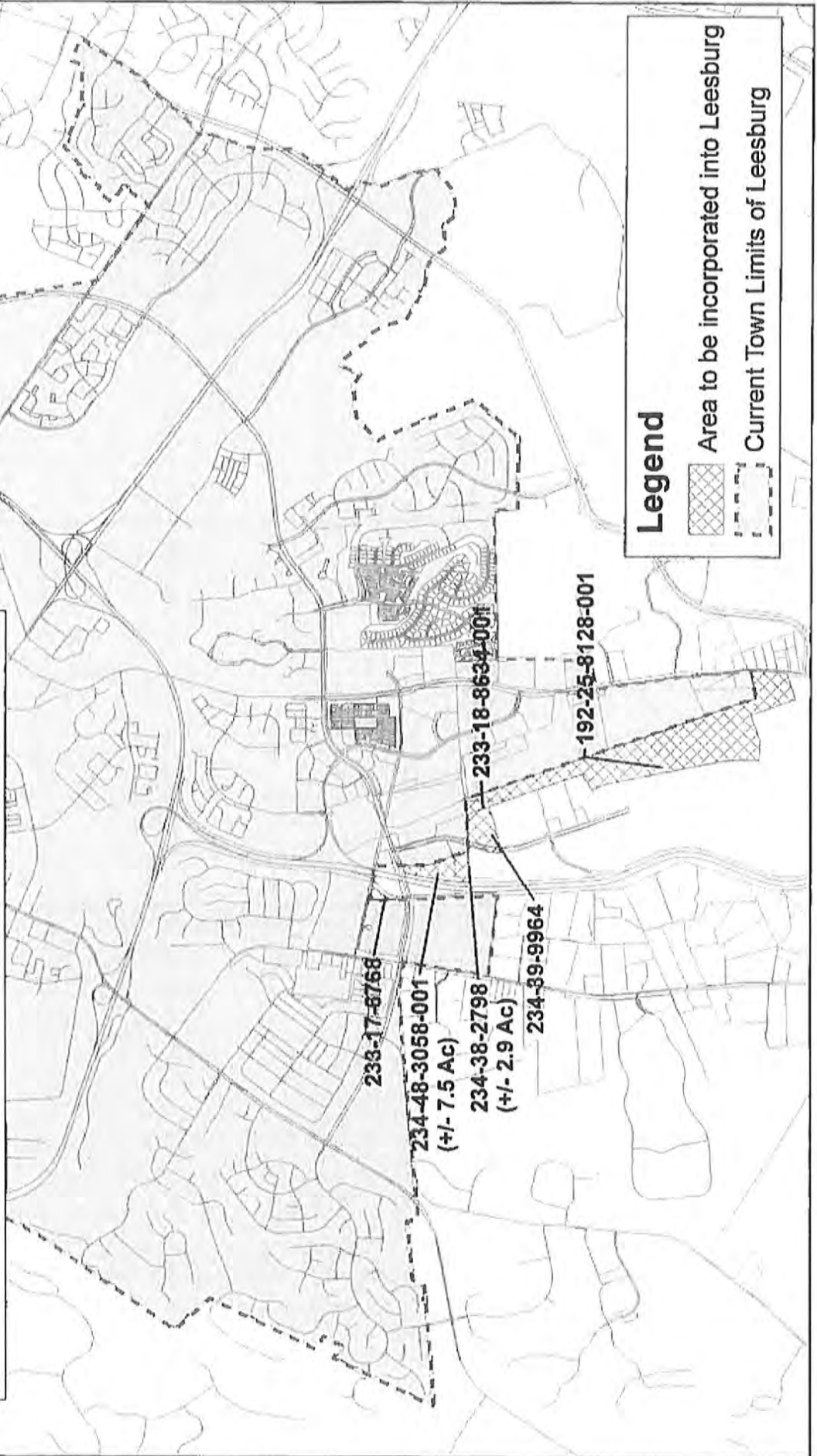


Exhibit B

List of names and addresses of affected property owners that received notice provided in Exhibit A:

- CC Skating, LLC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033
- Leesburg Commercial LC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033
- Kaj Dentler
Town of Leesburg
25 W. Market Street
Leesburg, VA 20176

AFFIDAVIT OF SERVICE

I, Carmen G. Smith, Paralegal, on behalf of the Town Council for the Town of Leesburg, Virginia and for the Town of Leesburg, Virginia, hereby attest that, in accordance with §15.2-3107.B. of the Code of Virginia (1950), as amended, on the 12th day of November, 2019, I mailed or caused to be mailed by first class mail, postage prepaid, written notice that at its November 26, 2019, Public Hearing, the Town of Leesburg will consider the approval of a Boundary Line Agreement to change the boundary line between Loudoun County, Virginia, and the Town of Leesburg, Virginia, pursuant to §15.2-3106 et seq. of the Code of Virginia, including a copy of the notice of Public Hearing that was advertised in Loudoun Now on November 14th and November 21st 2019, and a map depicting the new location of the boundary line between the County and the Town, to the last known addresses, as shown on the current real estate tax assessment records of Loudoun County, of the owners of real property within the area affected by the Boundary Line Agreement. Copies of the notice mailed November 12, 2019, and the list of names and addresses of the affected property owners are attached as Exhibits A and B, respectively, to this Affidavit.

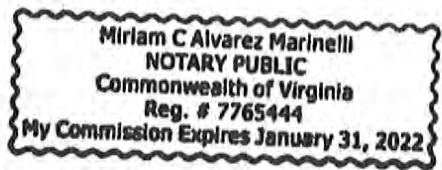

Carmen G. Smith, Paralegal, Affiant

Subscribed and sworn to before me, the undersigned Notary, for the Commonwealth of Virginia, in the County of Loudoun, the 2 day of March, 2020:


Notary Public

My Commission expires: January 31, 2022

Notary registration number: # 7765444



Exhibits:

- A. Copies of notice mailed to real property owners within the affected area, including copy of the public hearing notice advertised in Loudoun Now on November 14th and 21st 2019 and the map depicting the new boundary line location.
- B. List of names and addresses of affected property owners to whom notice (provided in Exhibit A) was sent.





BARBARA NOTAR
Town Attorney

CHRISTINE M. NEWTON
Deputy Town Attorney

25 West Market Street ■ 20176 ■ 703-737-7000 ■ FAX 703-771-2727 ■ bnotar@leesburgva.gov ■ cnewton@leesburgva.gov

November 12, 2019

CC Skating, LLC
12500 Fair Lakes Circle, Ste 400
Fairfax, VA 22033-3813

RE: Boundary Line Agreement between Loudoun County and the Town of Leesburg

To Whom It May Concern:

At its November 26, 2019 Public Hearing, the Leesburg Town Council will consider the approval of a Boundary Line Agreement (BLA) to change the boundary line between Loudoun County, Virginia and the Town of Leesburg, Virginia, pursuant to § 15.2-3106 et seq. of the Code of Virginia.

You are listed in the current real estate tax records of Loudoun County as the owner of one (1) parcel identified as Loudoun County Parcel Identification Number (PIN) 234-48-3058-001, which will be affected by the BLA. In accordance with § 15.2-3107 B of the Code of Virginia, you are hereby provided with notice that the Town will consider and take action on the BLA at its **November 26, 2019, Public Hearing**. The Public Hearing will be held in Council Chambers at Town Hall, 25 West Market St., Leesburg, VA 20176 and will begin promptly at 7:00 p.m.

The proposed boundary line change would incorporate into the municipal limits of the Town a land area containing approximately 120.03 acres, more or less, being all of the property identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-39-9964, and a +/- 2.9 acre portion of 234-38-2798, owned by Leesburg Commercial, LC; a +/- 7.5 acre portion of 234-48-3058-001, owned by CC Skating, LLC; 233-18-8634-001 and 192-25-8128-001, owned by the Town of Leesburg; and a portion of the abutting right of way of Tolbert Lane that lies between PIN 233-17-6768 and the existing municipal limits of the Town containing 0.3132 acres, more or less of dedicated right-of-way; and a portion of the abutting right-of-way of Compass Creek Parkway fronting along the western side of PIN 234-39-9964 containing 1.69 acres, more or less, of dedicated right-of-way. The new location of the boundary line between the County and the Town would correspond generally along the right-of-way line of the Dulles Greenway between Tolbert Lane and the north side of Battlefield Parkway, and along the eastern side of the Dulles Greenway from Battlefield Parkway through a portion of PINs 234-48-3058-001 and 234-38-2798 to Compass Creek Parkway, and along the western side of Compass Creek Parkway and southern boundary line of 233-39-9964, and the western boundary line 233-18-8634-001 and 192-25-8128-001 to Sycolin Road and along the western right-of-way line of Sycolin Road to the existing municipal limits of the Town. The property to be incorporated into the Town

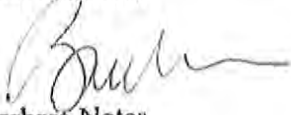


Boundary Line Agreement between Loudoun County and the Town of Leesburg
November 12, 2019
Page 2 of 2

is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Catoctin Election District, and as depicted on the map.

If you have any questions, please call me at (703) 737-7000. A copy of the above-referenced Boundary Line Agreement and a Geographical Information System (GIS) map depicting the new location of the boundary line between the County and the Town are on file in the Clerk's Office, 25 West Market St., Leesburg, VA 20176.

Best Regards,



Barbara Notar
Town Attorney

Enclosures

**TOWN OF LEESBURG
NOTICE OF PUBLIC HEARING**

**APPROVAL OF A BOUNDARY LINE AGREEMENT TO CHANGE
THE BOUNDARY LINE BETWEEN THE TOWN OF LEESBURG,
VIRGINIA AND LOUDOUN COUNTY, VIRGINIA**

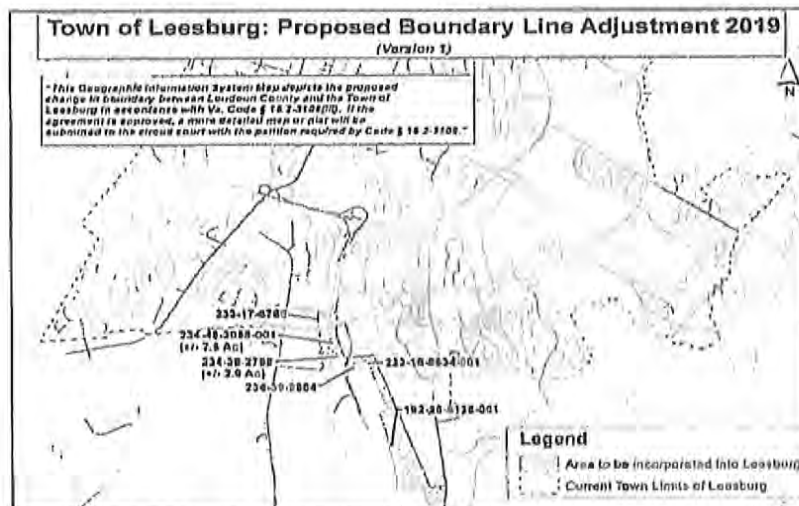
Pursuant to Virginia Code § 15.2-3106, *et seq.*, notice is hereby given that on:

Tuesday, November 26, 2019, at 7:00 P.M.
in the Council Chambers of Town Hall,
25 West Market Street, Leesburg, VA

the Town of Council of the Town of Leesburg will hold a
public hearing to consider the following:

Approval of a Boundary Line Agreement with Loudoun County, Virginia, ("County") to change the existing boundary line between the Town of Leesburg ("Town") and the County. The proposed boundary line change would incorporate into the municipal limits of the Town a land area containing 120.03 acres, more or less, being all of the property identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-39-9964, and +/- 2.9 acre portion of 234-38-2798, owned by Leesburg Commercial, LC; a 7.5 acre portion of 234-48-3058-001, owned by CC Skating, LLC; 233-18-8634-001 and 192-25-8128-001, owned by the Town of Leesburg; and a portion of the abutting right-of-way of Tolbert Lane that lies between PIN 233-17-6768 and the existing municipal limits of the Town containing 0.3132 acres, more or less of dedicated right-of-way; and a portion of the abutting right-of-way of Compass Creek Parkway fronting along the western side of PIN 234-39-9964 containing 1.69 acres, more or less, of dedicated right-of-way.

The new location of the boundary line between the Town and the County would correspond generally along the right-of-way line of the Dulles Greenway between Tolbert Lane and the north side of Battlefield Parkway, and along the eastern side of the Dulles Greenway from Battlefield Parkway through a portion of PINs 234-48-3058-001 and 234-38-2798 to Compass Creek Parkway, and along the western side of Compass Creek Parkway and southern boundary line of 234-39-9964, and the western boundary line of 233-18-8634-001 and 192-25-8128-001 to Sycolin Road, and along the western right-of-way of Sycolin Road to the existing municipal limits of the Town. The property to be incorporated into the Town is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Catoclin Election District, and as depicted on the map.



A copy of the draft Boundary Line Agreement is on file in the Town Clerk's office, located in Town Hall, 25 West Market Street, Leesburg, Virginia, during normal business hours (Monday-Friday, 8:30 a.m. to 5:00 p.m.), or by calling Eileen Boeing, Town Clerk, at 703-771-2733

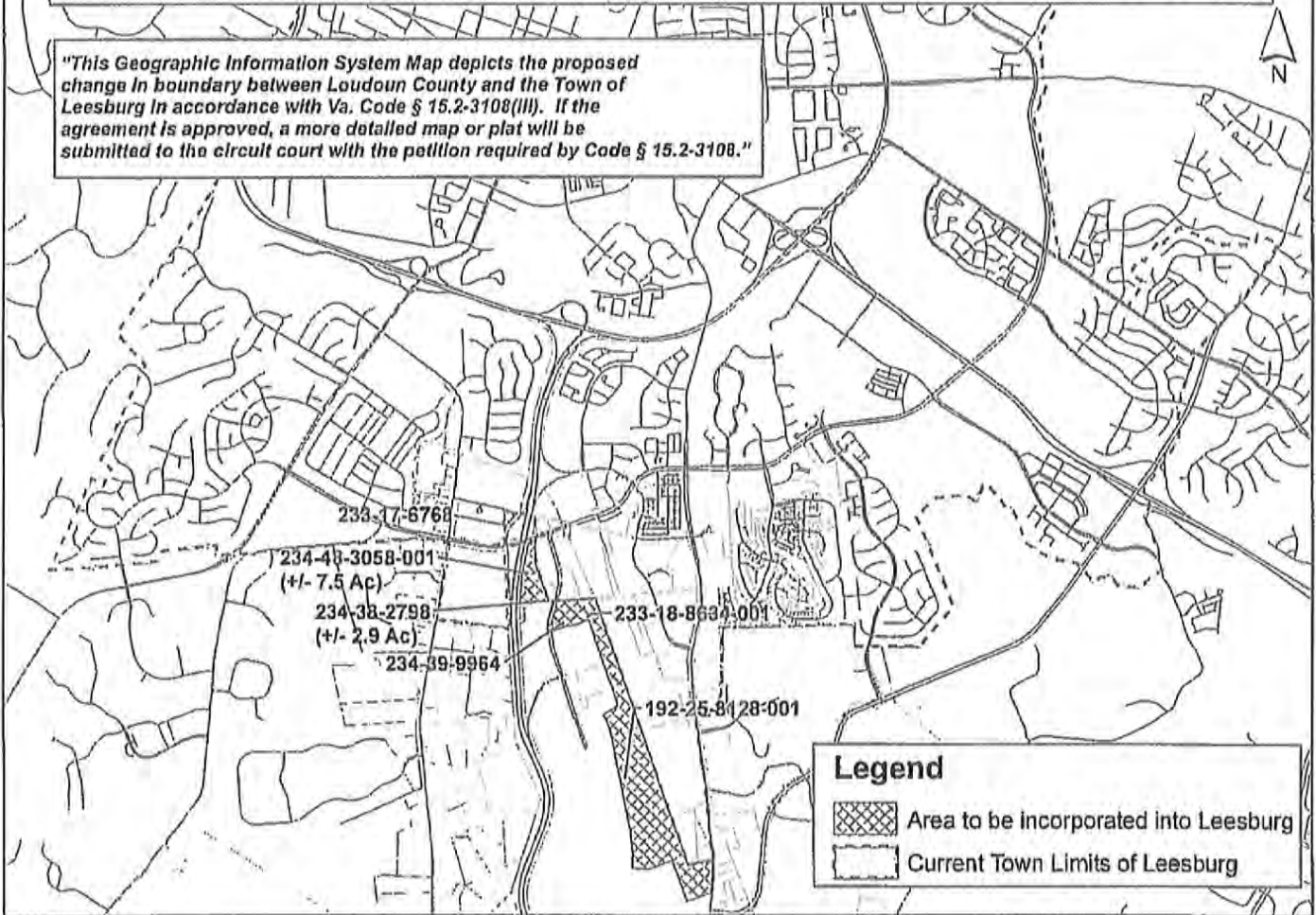
At this hearing, all persons desiring to express their views concerning these matters will be heard. Persons requiring special accommodations should contact the Clerk of Council at 703-771-2733, three days in advance of the meeting. For TTY/TDD service, use the Virginia Relay Center by dialing 711.

11/14 & 11/21/2019



Town of Leesburg: Proposed Boundary Line Adjustment 2019

(Version 1)

"This Geographic Information System Map depicts the proposed change in boundary between Loudoun County and the Town of Leesburg in accordance with Va. Code § 15.2-3108(III). If the agreement is approved, a more detailed map or plat will be submitted to the circuit court with the petition required by Code § 15.2-3108."



Legend

-  Area to be incorporated into Leesburg
-  Current Town Limits of Leesburg



BARBARA NOTAR
Town Attorney

CHRISTINE M. NEWTON
Deputy Town Attorney

25 West Market Street ■ 20176 ■ 703-737-7000 ■ FAX 703-771-2727 ■ bnotar@leesburgva.gov ■ cnewton@leesburgva.gov

November 12, 2019

Leesburg Commercial, LC
12500 Fair Lakes Circle, Ste 400
Fairfax, VA 22033-3813

RE: Boundary Line Agreement between Loudoun County and the Town of Leesburg

To Whom It May Concern:

At its November 26, 2019 Public Hearing, the Leesburg Town Council will consider the approval of a Boundary Line Agreement (BLA) to change the boundary line between Loudoun County, Virginia and the Town of Leesburg, Virginia, pursuant to § 15.2-3106 et seq. of the Code of Virginia.

You are listed in the current real estate tax records of Loudoun County as the owner of three (3) parcels identified as Loudoun County Parcel Identification Numbers (PINs) 234-39-9964, 234-38-2798, and 233-17-6768, which will be affected by the BLA. In accordance with § 15.2-3107B of the Code of Virginia, you are hereby provided with notice that the Town will consider and take action on the BLA at its **November 26, 2019, Public Hearing**. The Public Hearing will be held in Council Chambers at Town Hall, 25 West Market St., Leesburg, VA 20176 and will begin promptly at **7:00 p.m.**

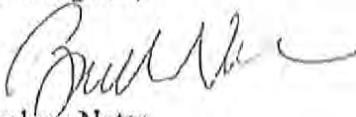
The proposed boundary line change would incorporate into the municipal limits of the Town a land area containing approximately 120.03 acres, more or less, being all of the property identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-39-9964, and a +/- 2.9 acre portion of 234-38-2798, owned by Leesburg Commercial, LC; a +/- 7.5 acre portion of 234-48-3058-001, owned by CC Skating, LLC; 233-18-8634-001 and 192-25-8128-001, owned by the Town of Leesburg; and a portion of the abutting right-of-way of Tolbert Lane that lies between PIN 233-17-6768 and the existing municipal limits of the Town containing 0.3132 acres, more or less of dedicated right-of way; and a portion of the abutting right of way of Compass Creek Parkway fronting along the western side of PIN 234-39-9964 containing 1.69 acres, more or less, of dedicated right-of-way. The new location of the boundary line between the County and the Town would correspond generally along the right-of-way line of the Dulles Greenway between Tolbert Lane and the north side of Battlefield Parkway, and along the eastern side of the Dulles Greenway from Battlefield Parkway through a portion of PINs 234-48-3058-001 and 234-38-2798 to Compass Creek Parkway, and along the western side of Compass Creek Parkway and southern boundary line of 233-39-9964, and the western boundary line 233-18-8634-001 and 192-25-8128-001 to Sycolin Road, and along the western right-of-way line of Sycolin

Boundary Line Agreement between Loudoun County and the Town of Leesburg
November 12, 2019
Page 2 of 2

Road to the existing municipal limits of the Town. The property to be incorporated into the Town is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Catoctin Election District, and as depicted on the map.

If you have any questions, please call me at (703) 737-7000. A copy of the above-referenced Boundary Line Agreement and a Geographical Information System (GIS) map depicting the new location of the boundary line between the County and the Town are on file in the Clerk's Office, 25 West Market St., Leesburg, VA 20176.

Best Regards,

A handwritten signature in cursive script, appearing to read 'Barbara Notar', with a long horizontal flourish extending to the right.

Barbara Notar
Town Attorney

Enclosures

**TOWN OF LEESBURG
NOTICE OF PUBLIC HEARING**

**APPROVAL OF A BOUNDARY LINE AGREEMENT TO CHANGE
THE BOUNDARY LINE BETWEEN THE TOWN OF LEESBURG,
VIRGINIA AND LOUDOUN COUNTY, VIRGINIA**

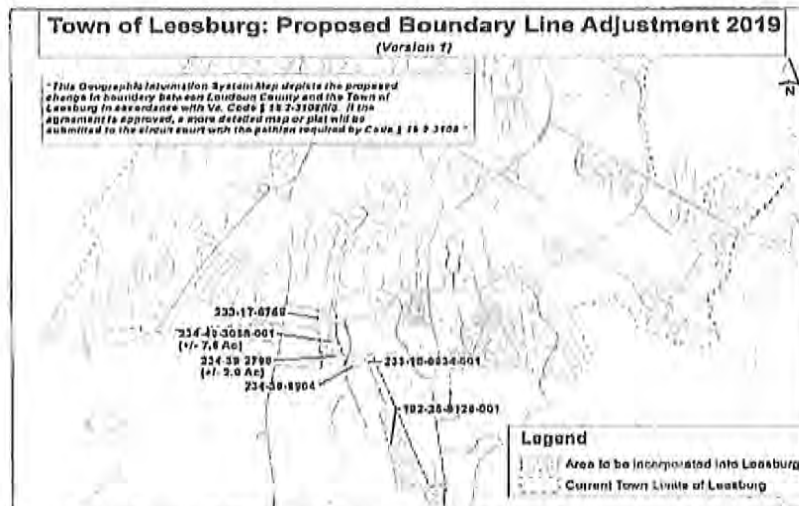
Pursuant to Virginia Code § 15.2-3106, *et seq.*, notice is hereby given that on:

Tuesday, November 26, 2019, at 7:00 P.M.
in the Council Chambers of Town Hall,
25 West Market Street, Leesburg, VA

the Town of Council of the Town of Leesburg will hold a
public hearing to consider the following:

Approval of a Boundary Line Agreement with Loudoun County, Virginia, ("County") to change the existing boundary line between the Town of Leesburg ("Town") and the County. The proposed boundary line change would incorporate into the municipal limits of the Town a land area containing 120.03 acres, more or less, being all of the property identified as Loudoun County Parcel Identification Numbers (PINs) 233-17-6768, 234-39-9964, and +/- 2.9 acre portion of 234-38-2798, owned by Leesburg Commercial, LC; a 7.5 acre portion of 234-48-3058-001, owned by CC Skating, LLC; 233-18-8634-001 and 192-25-8128-001, owned by the Town of Leesburg; and a portion of the abutting right-of-way of Tolbert Lane that lies between PIN 233-17-6768 and the existing municipal limits of the Town containing 0.3132 acres, more or less, of dedicated right-of-way; and a portion of the abutting right-of-way of Compass Creek Parkway fronting along the western side of PIN 234-39-9964 containing 1.69 acres, more or less, of dedicated right-of-way.

The new location of the boundary line between the Town and the County would correspond generally along the right-of-way line of the Dulles Greenway between Tolbert Lane and the north side of Battlefield Parkway, and along the eastern side of the Dulles Greenway from Battlefield Parkway through a portion of PINs 234-48-3058-001 and 234-38-2798 to Compass Creek Parkway, and along the western side of Compass Creek Parkway and southern boundary line of 234-39-9964, and the western boundary line of 233-18-8634-001 and 192-25-8128-001 to Sycolin Road, and along the western right-of-way of Sycolin Road to the existing municipal limits of the Town. The property to be incorporated into the Town is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Catoclin Election District, and as depicted on the map.



A copy of the draft Boundary Line Agreement is on file in the Town Clerk's office, located in Town Hall, 25 West Market Street, Leesburg, Virginia, during normal business hours (Monday-Friday, 8:30 a.m. to 5:00 p.m.), or by calling Eileen Boeing, Town Clerk, at 703-771-2733

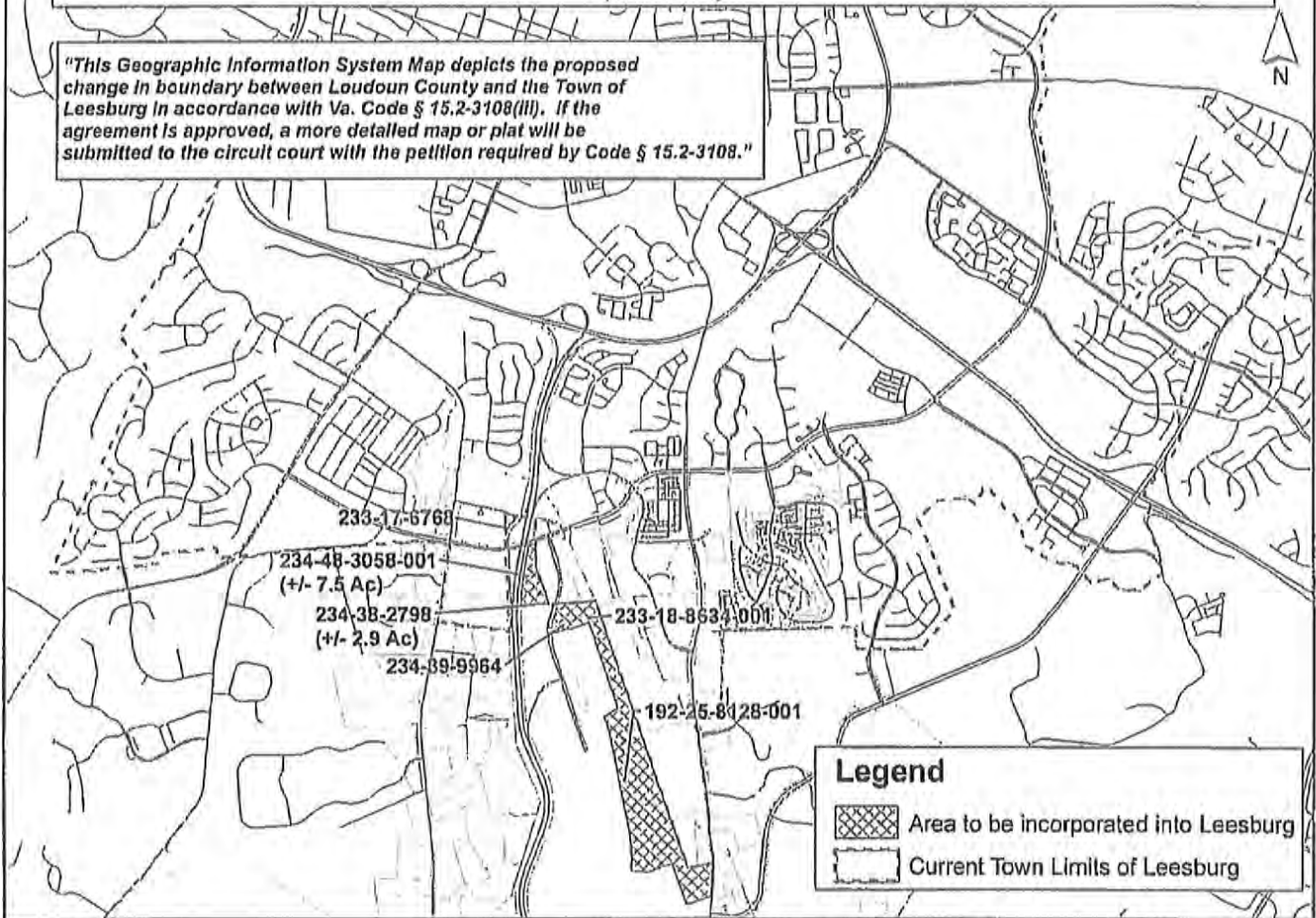
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11/14 & 11/21/2019

Town of Leesburg: Proposed Boundary Line Adjustment 2019

(Version 1)

"This Geographic Information System Map depicts the proposed change in boundary between Loudoun County and the Town of Leesburg in accordance with Va. Code § 15.2-3108(III). If the agreement is approved, a more detailed map or plat will be submitted to the circuit court with the petition required by Code § 15.2-3108."





BARBARA NOTAR
Town Attorney

CHRISTINE M. NEWTON
Deputy Town Attorney

25 West Market Street ■ 20176 ■ 703-737-7000 ■ FAX 703-771-2727 ■ bnotar@leesburgva.gov ■ cnewton@leesburgva.gov

November 12, 2019

Town of Leesburg
25 West Market Street
Leesburg, VA 20176-2901

RE: Boundary Line Agreement between Loudoun County and the Town of Leesburg

To Whom It May Concern:

At its November 26, 2019 Public Hearing, the Leesburg Town Council will consider the approval of a Boundary Line Agreement (BLA) to change the boundary line between Loudoun County, Virginia and the Town of Leesburg, Virginia, pursuant to § 15.2-3106 et seq. of the Code of Virginia.

You are listed in the current real estate tax records of Loudoun County as the owner of two (2) parcels identified as Loudoun County Parcel Identification Numbers (PINs) 233-18-8634-001 and 192-25-8128-001, which will be affected by the BLA. In accordance with § 15.2-3107 B of the Code of Virginia, you are hereby provided with notice that the Town will consider and take action on the BLA at its **November 26, 2019, Public Hearing**. The Public Hearing will be held in the Council Chambers at Town Hall, 25 West Market St., Leesburg, VA 20176 and will begin promptly at 7:00 p.m.

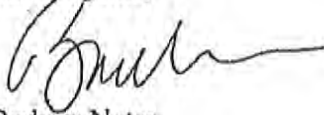
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Boundary Line Agreement between Loudoun County and the Town of Leesburg
November 12, 2019
Page 2 of 2

the Town. The property to be incorporated into the Town is located adjacent to the current municipal limits of the Town, and within the area adjacent to the Town's Freedom Park and Leesburg Municipal Airport, and Compass Creek development south of Battlefield Parkway, in the Catoclin Election District, and as depicted on the map.

If you have any questions, please call me at (703) 737-7000. A copy of the above-referenced Boundary Line Agreement and a Geographical Information System (GIS) map depicting the new location of the boundary line between the County and the Town are on file in the Clerk's Office, 25 West Market St., Leesburg, VA 20176.

Best Regards,



Barbara Notar
Town Attorney

Enclosures

Cc: Scott Coffman, Director, Leesburg Executive Airport

**TOWN OF LEESBURG
NOTICE OF PUBLIC HEARING**

**APPROVAL OF A BOUNDARY LINE AGREEMENT TO CHANGE
THE BOUNDARY LINE BETWEEN THE TOWN OF LEESBURG,
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At this hearing, all persons desiring to express their views concerning these matters will be heard. Persons requiring special accommodations should contact the Clerk of Council at 703-771-2733, three days in advance of the meeting. For TTY/TDD service, use the Virginia Relay Center by dialing 711.

11/14 & 11/21/2019

Town of Leesburg: Proposed Boundary Line Adjustment 2019

(Version 1)

"This Geographic Information System Map depicts the proposed change in boundary between Loudoun County and the Town of Leesburg in accordance with Va. Code § 15.2-3108(iii). If the agreement is approved, a more detailed map or plat will be submitted to the circuit court with the petition required by Code § 15.2-3108."

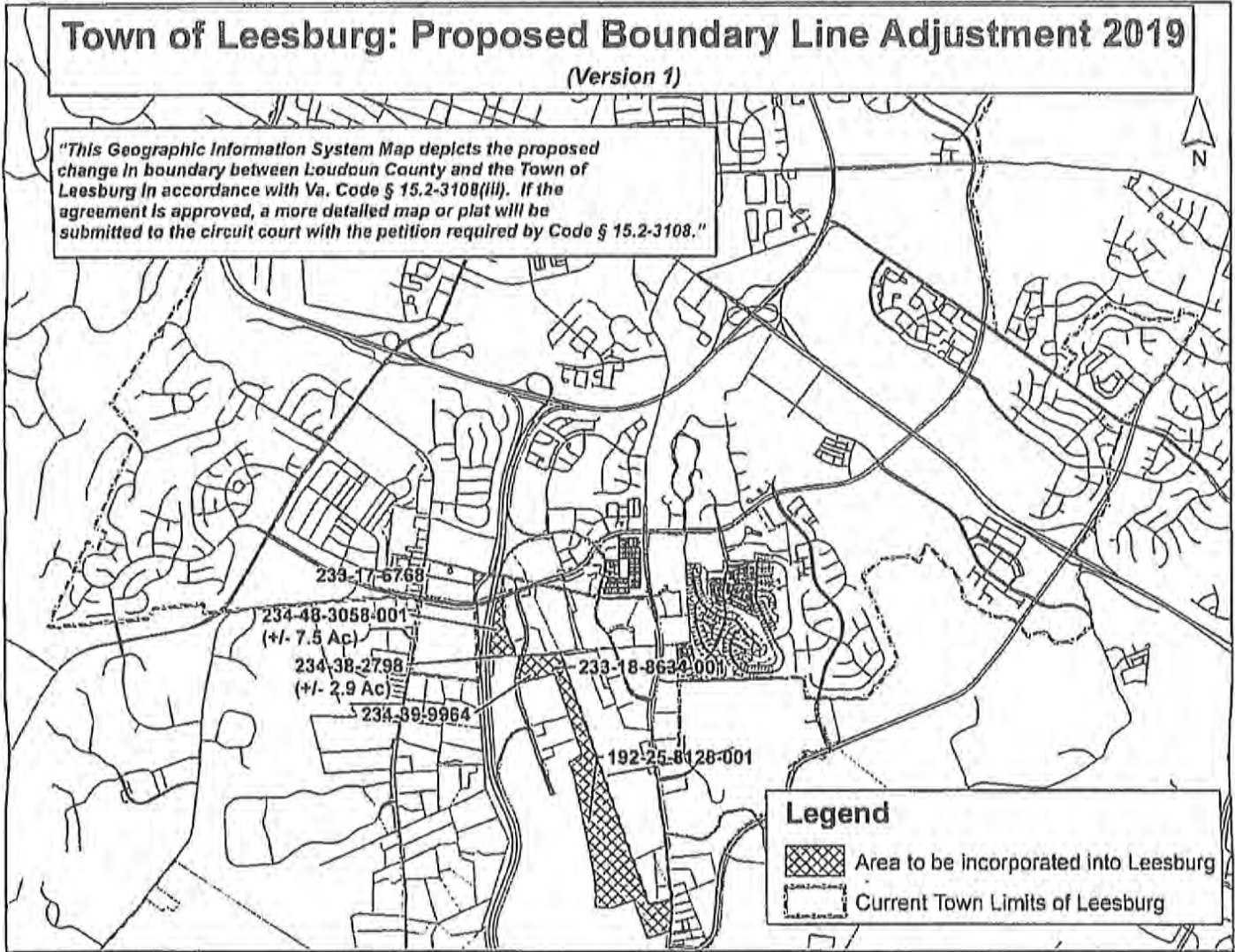


Exhibit B

List of names and addresses of affected property owners that received notice provided in Exhibit A:

- CC Skating, LLC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033-3813
- Leesburg Commercial LC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033-3813
- Kaj Dentler
Town of Leesburg
25 W. Market Street
Leesburg, VA 20176-2901

AFFIDAVIT OF MAILING

I, Carlos Teran, Assistant County Attorney for the County of Loudoun, Virginia, hereby attest that on the 15th day of April, 2020, I mailed or caused to be mailed by first class mail, postage prepaid, a copy of the foregoing Notice of Filing Joint Petition to Approve the Boundary Line Agreement Between the County of Loudoun, Virginia, and the Town of Leesburg, Virginia, to Change and Relocate the Boundary Line Between the Localities Pursuant to Section 15.2-3106 et. seq. of the Code of Virginia (1950) as Amended and Notice of Hearing for Entry of Order, to the last known addresses, as shown on the current real estate tax assessment records of Loudoun County, of the property owners of the area affected by the Boundary Line Agreement, as set forth in Attachment A attached hereto.



Affiant

Subscribed and sworn to before me, the undersigned Notary, for the Commonwealth of Virginia, in the County of Loudoun, the 15th day of April, 2020:



Notary Public

My Commission expires: 11-30-2020

Notary registration number: 353084



Attachment A

List of names and addresses of affected property owners that received notice:

- **CC Skating, LLC**
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033
- **Leesburg Commercial LC**
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033
- **Town of Leesburg**
25 W. Market Street
Leesburg, VA 20176
Attn: Kaj Dentler

**NOTICE OF FILING JOINT PETITION TO APPROVE THE BOUNDARY LINE
AGREEMENT BETWEEN THE COUNTY OF LOUDOUN, VIRGINIA, AND THE
TOWN OF LEESBURG, VIRGINIA, TO CHANGE AND RELOCATE THE
BOUNDARY LINE BETWEEN THE LOCALITIES
PURSUANT TO SECTION 15.2-3106 ET SEQ. OF THE
CODE OF VIRGINIA (1950) AS AMENDED AND
NOTICE OF HEARING FOR ENTRY OF ORDER**

PLEASE TAKE NOTICE that the County of Loudoun, Virginia, and the Town of Leesburg, Virginia, will file a Joint Petition to have the Court enter an Order approving the Boundary Line Agreement between the County and Town to change and relocate the boundary line presently existing between the County and Town pursuant to Section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended. The Joint Petition will be filed in the Circuit Court of Loudoun County, Virginia, and is styled *In Re: Change of Boundary Line Between the Town of Leesburg, Virginia, and the County of Loudoun, Virginia*. The new boundary line is the same as that advertised October 24, October 31, November 7, November 14 and November 21, 2019, in *Loudoun Now*. A copy of the Joint Petition is enclosed. Please contact the Clerk of the Circuit Court of Loudoun County, Virginia, for the case number for the Joint Petition.

PLEASE TAKE FURTHER NOTICE that a hearing may be scheduled for taking of evidence, as appropriate, and entry of Final Order in regard to the Joint Petition. Owners of affected parcels who object to the change in the boundary line may have an opportunity to intervene in the proceedings to show cause why the boundary line should not be changed. Please contact the Clerk of the Circuit Court of Loudoun County, Virginia, for the case number and hearing date for the Joint Petition.

Respectfully submitted,

COUNTY OF LOUDOUN, VIRGINIA
By Counsel

TOWN OF LEESBURG, VIRGINIA
By Counsel

LEO ROGERS
COUNTY ATTORNEY
by



Carlos Enrique Teran (VSB # 93159)
Assistant County Attorney
1 Harrison Street, SE, 5th Floor
Leesburg, Virginia 20175
(703) 771-5054 (Telephone)
(703) 771-5025 (Facsimile)
Carlos.Teran@loudoun.gov
Counsel for the County of Loudoun, Virginia



Martin R. Crim (VSB # 33385)
Interim Town Attorney
25 W. Market Street
Leesburg, Virginia 20176
(703) 737-7000 (Telephone)
(703) 771-2727 (Facsimile)
MCrim@leesburgva.gov
Counsel for the Town of Leesburg, Virginia

AFFIDAVIT OF MAILING

I, Christine M. Newton, Deputy Town Attorney for the Town of Leesburg, Virginia, hereby attest that on the 15th day of April, 2020 I mailed or caused to be mailed by first class mail, postage prepaid, a copy of the foregoing Notice of Filing Joint Petition to Approve the Boundary Line Agreement Between the County of Loudoun, Virginia, and the Town of Leesburg, Virginia, to Change and Relocate the Boundary Line Between the Localities Pursuant to Section 15.2-3106 et. seq. of the Code of Virginia (1950) as Amended and Notice of Hearing for Entry of Order, to the last known addresses, as shown on the current real estate tax assessment records of Loudoun County, of the property owners of the area affected by the Boundary Line Agreement, as set forth in Attachment A attached hereto.

Christ M. Newton

Affiant

Subscribed and sworn to before me, the undersigned Notary, for the Commonwealth of Virginia, in the County of Loudoun, the 15th day of April, 2020:

Carmen J. Smith

Notary Public

Notary registration number:

74662515

My Commission expires

6/30/2022



EXHIBIT

9

Attachment A

List of names and addresses of affected property owners that received notice:

- CC Skating, LLC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033
- Leesburg Commercial LC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033
- Town of Leesburg
25 W. Market Street
Leesburg, VA 20176
Attn: Kaj Dentler

**NOTICE OF FILING JOINT PETITION TO APPROVE THE BOUNDARY LINE
AGREEMENT BETWEEN THE COUNTY OF LOUDOUN, VIRGINIA, AND THE
TOWN OF LEESBURG, VIRGINIA, TO CHANGE AND RELOCATE THE
BOUNDARY LINE BETWEEN THE LOCALITIES
PURSUANT TO SECTION 15.2-3106 ET SEQ. OF THE
CODE OF VIRGINIA (1950) AS AMENDED AND
NOTICE OF HEARING FOR ENTRY OF ORDER**

PLEASE TAKE NOTICE that the County of Loudoun, Virginia, and the Town of Leesburg, Virginia, will file a Joint Petition to have the Court enter an Order approving the Boundary Line Agreement between the County and Town to change and relocate the boundary line presently existing between the County and Town pursuant to Section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended. The Joint Petition will be filed in the Circuit Court of Loudoun County, Virginia, and is styled *In Re: Change of Boundary Line Between the Town of Leesburg, Virginia, and the County of Loudoun, Virginia*. The new boundary line is the same as that advertised October 24, October 31, November 7, November 14 and November 21, 2019, in *Loudoun Now*. A copy of the Joint Petition is enclosed. Please contact the Clerk of the Circuit Court of Loudoun County, Virginia, for the case number for the Joint Petition.

PLEASE TAKE FURTHER NOTICE that a hearing may be scheduled for taking of evidence, as appropriate, and entry of Final Order in regard to the Joint Petition. Owners of affected parcels who object to the change in the boundary line may have an opportunity to intervene in the proceedings to show cause why the boundary line should not be changed. Please contact the Clerk of the Circuit Court of Loudoun County, Virginia, for the case number and hearing date for the Joint Petition.

Respectfully submitted,

COUNTY OF LOUDOUN, VIRGINIA
By Counsel

TOWN OF LEESBURG, VIRGINIA
By Counsel

LEO ROGERS
COUNTY ATTORNEY
by



Carlos Enrique Teran (VSB # 93159)
Assistant County Attorney
1 Harrison Street, SE, 5th Floor
Leesburg, Virginia 20175
(703) 771-5054 (Telephone)
(703) 771-5025 (Facsimile)
Carlos.Teran@loudoun.gov
Counsel for the County of Loudoun, Virginia



Martin R. Crim (VSB # 33385)
Interim Town Attorney
25 W. Market Street
Leesburg, Virginia 20176
(703) 737-7000 (Telephone)
(703) 771-2727 (Facsimile)
MCrim@leesburgva.gov
Counsel for the Town of Leesburg, Virginia

Mayor Kelly Burk
Kaj Dentler, Town Manager
Town of Leesburg
25 W. Market Street
Leesburg, VA 20176

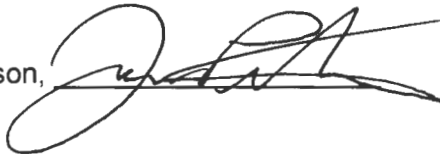
January 15, 2020

Dear Mayor Burk and Mr. Dentler:

This letter grants consent for the Town of Leesburg to incorporate PIN 234-39-9964, PIN 233-17-6768 and a portion of PINs 234-38-2798 and 234-48-3058 (the BLA Parcels) into the Town of Leesburg (the "Town"), all parcels that today are located in the Joint Land Management Area (JLMA) in the County. The BLA Parcels are reflected on the attached Exhibit B (There is no Exhibit A to this letter). This consent replaces the previous consent letter, dated October 30, 2019, which established conditions precedent to Leesburg Commercial LC consenting to the BLA. As of last night, those conditions precedent have been satisfied.

Sincerely,

Jon M. Peterson,



Signing on behalf of Leesburg Commercial LC and CC Skating LLC





Legend

- : Town I-1 Land to be rezoned
- : HC Parcel
- : Gas Parcel
- : ION Building and Parking
- : ION Expansion Parking

COMPASS CREEK EXHIBIT B



SEE INFORMATION NUMBER AND CONTENT OF THIS PLAN AND PROPERLY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSES WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING. SEE IT APPROVED. DESIGN AND DETAILS SHALL BE AS SHOWN ON THIS DOCUMENTATION. © BOHLER ENGINEERING, 2011

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF LOUDOUN

**In Re: Change in Boundary Between the)
 Town of Leesburg, Virginia and)
 Loudoun County, Virginia)**

Civil Action No. 20-2343

FINAL ORDER APPROVING BOUNDARY LINE ADJUSTMENT

This Matter came before the Court on the 28th day of April 2020, upon the Joint Petition of Loudoun County, Virginia (hereinafter, the “County”), and the Town of Leesburg, Virginia (hereinafter, the “Town”), to change the boundary line presently existing between the County and the Town pursuant to Section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended, and

It appearing to the Court that, uncontroverted evidence in support of the proposed boundary line adjustment was received and reviewed by this Court in the form of submitted exhibits, including a signed boundary line agreement, plat, evidence of approval by each governing body, affidavits of publication and mailing of required notices in accordance with Section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended, and other exhibits, and

It further appearing that, the County and the Town have jointly executed a Boundary Line Agreement as authorized by Section 15.2-3106 of the *Code of Virginia* (1950), as amended, and dated the 13th day of April, 2020, (“Agreement”) which Agreement is attached to and incorporated into this Order, and

It further appearing that, the County and the Town caused notices of public hearing and intention to approve a boundary line agreement, including a descriptive summary of the boundary line agreement between them and a statement that the agreement was on file in the respective offices of the Clerk of the Board of Supervisors and the Clerk for the Town, to be

published once a week for two consecutive weeks in *Loudoun Now*, a newspaper of general circulation in both political subdivisions, pursuant to Section 15.2-3107 of the *Code of Virginia* (1950), as amended, for the County on October 24, 2019, October 31, 2019 and November 7, 2019 and for the Town on November 14, 2019 and November 21, 2019, and

It further appearing that, the County held a public hearing on the 13th day of November 2019, and the Town held a public hearing on the 26th day of November, 2019, after providing the notice of intention to approve the boundary line agreement, and

It further appearing that, the County and the Town, after notices of said public hearings and after holding public hearings on the advertised dates, adopted the Agreement, the County by motion at its March 3, 2020, Business Meeting and the Town by Resolution No. 2019-182 adopted November 26, 2019, and

It further appearing that, the County and the Town filed their Joint Petition, within a reasonable time after the Agreement was adopted in accordance with Section 15.2-3108 of the Code of Virginia (1950), as amended, setting forth: the facts pertaining to their desire to adjust the boundary line presently existing between them, and the proposed new boundary line as agreed between them, and

It further appearing that, the County and the Town jointly petitioned this Court to enter an order establishing a new boundary line between them pursuant to this Court's authority under Section 15.2-3108 of the Code of Virginia (1950), as amended, and

It further appearing that, affected property owners have been notified of the filing of the Joint Petition, have waived their right to intervene in these proceedings, and have consented to the boundary line adjustment described in the Agreement, it is hereby

Adjudged, Ordered and Decreed that, effective as of the date of this Order, a new boundary line between the County and the Town is hereby established to conform to the new

boundary line shown on the plat entitled "*Plat showing Boundary Line Adjustment of the Corporate Limits for the Town of Leesburg, Loudoun County, Virginia*" dated December 11, 2019, revised through December 19, 2019 and prepared by Bohler Engineering, Virginia Licensed Land Surveyor, (which plat is attached to and incorporated into this Order) and it is hereby

Adjudged, Ordered and Decreed that a copy of the Final Order, together with the Agreement and aforementioned plat shall be recorded in the common law order book of this Court and in the current deed books of this Court and indexed in the names of the County of Loudoun, Virginia and the Town of Leesburg, Virginia, and it is hereby

Adjudged, Ordered and Decreed that a certified copy of this Final Order, together with the Agreement and aforementioned plat shall be sent to the Secretary of the Commonwealth by the Clerk of the Court, and it is hereby

Adjudged, Ordered and Decreed that the County and Town each be responsible for their own costs and fees incurred in this matter.

This Order shall become effective upon entry.

AND THIS ORDER IS FINAL.

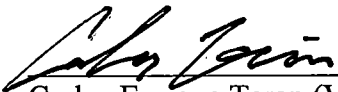
ENTERED this 28th day of April, 2020.



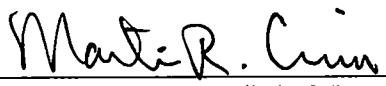
JUDGE

WE ASK FOR THIS:

LEO P. ROGERS
COUNTY ATTORNEY

By: 
Carlos Enrique Teran (VSB # 93159)
Assistant County Attorney
1 Harrison Street, SE, 5th Floor
Leesburg, Virginia 20175
(703) 771-5054 (Telephone)
(703) 771-5025 (Facsimile)
Carlos.Teran@loudoun.gov
Counsel for the County of Loudoun, Virginia

MARTIN R. CRIM
INTERIM TOWN ATTORNEY

By: 
Martin Crim (VSB#33385)
Town of Leesburg, Virginia
25 W. Market St.
Leesburg, VA 20176
(703) 737-7000 (telephone)
(703) 771-2727 (fax)
MCrim@leesburgva.gov
Counsel for the Town of Leesburg, Virginia



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 public hearing of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, April 13, 2022, at 6:00 p.m.

IN RE: Boundary Line Agreement Between the Town of Leesburg and Loudoun County (Catoctin)

Supervisor Kershner moved that the Board of Supervisors approve the proposed Boundary Line Agreement between the Town of Leesburg and the County of Loudoun, substantially in the form included as Attachment 1 to the April 13, 2022, Board of Supervisors Public Hearing Staff Report.

Supervisor Kershner further moved that the Board of Supervisors authorize the County Administrator or his designee to execute the Boundary Line Agreement in final form approved by the County Attorney or his designee, and authorize the County Attorney or his designee to submit a petition to the Loudoun County Circuit Court to approve the agreement in accordance with Virginia Code §15.2-3106, et seq. upon final negotiation of an agreement with the Town of Leesburg to address road maintenance and other impacts resulting from the boundary line change.

Seconded by Supervisor Umstatted.

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

A COPY TESTE:

DEPUTY CLERK TO THE LOUDOUN
COUNTY BOARD OF SUPERVISORS

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between the **COUNTY OF LOUDOUN, VIRGINIA** (hereinafter the “County”), acting by and through its governing body, the Board of Supervisors of Loudoun County, Virginia; and the **TOWN OF LEESBURG, VIRGINIA** (hereinafter the “Town”), acting by and through its governing body, the Town Council of the Town of Leesburg, Virginia.

W I T N E S S E T H:

Whereas, the County and the Town are contiguous political subdivisions and share commitments to provide appropriate public services to their citizens and to protect the health and welfare of the citizens of their respective jurisdictions;

Whereas, both the Loudoun County 2019 Comprehensive Plan and the 2012 Town Plan identify an area of land within the County that is contiguous to the corporate boundary of the Town known as the “Joint Land Management Area” (JLMA);

Whereas, in the JLMA, the Town has provided public water and sewer services to developed parcels and the County and the Town jointly plan development and growth;

Whereas, on September 25, 2018, and as amended through October 15, 2019, the Town approved Resolution No. 2018-117 (“Resolution”), initiating a “voluntary” boundary line adjustment process pursuant to Virginia Code §§ 15.2-3106, *et seq.*, for approximately 517 acres of land within the JLMA, comprising a development known as “Compass Creek” and containing parcels owned, at that time, by six (6) property owners;

Whereas, following approval of the Resolution, the Town and the County endeavored to ascertain and obtain the consent of the affected property owners;

Whereas, the Town has obtained letters consenting to incorporation into the Town from three (3) private property owners located in Compass Creek, to wit:

Compass Creek Parkway, LC, which owns and consents to the incorporation of a +/- 10.43 acres parcel designated by Parcel Identification Number (PIN) 234-29-4515 (This parcel is the At Home Retail property);

CC Outparcel LC, which owns and consents to the incorporation of a +/- 1.5 acres parcel designated by PIN 234-29-0522; and

Wal-Mart Real Estate Business Trust, which owns and consents to the incorporation of a +/- 20.55 acres parcel designated by Parcel Identification Number (PIN) 234-39-2601 (This parcel is the Wal-Mart Retail property);

Whereas, the Town requests incorporation of a portion of the abutting right of way of Compass Creek Parkway that is adjacent to the Wal-Mart Retail property, PIN No. 234-39-2601, containing 2.65 acres, more or less, of dedicated right of way;

Whereas, the Town, with the County's concurrence, wishes to relocate the boundary line between them to incorporate into the Town those properties for which the property owners have provided consent to incorporation into the Town; and to incorporate certain public rights-of-way, as described herein, into the Town;

Whereas, the Town, with the County's concurrence, desires to relocate and change the boundary line between the County and the Town so that the new boundary of the Town shall be established as depicted on the plat entitled "*Plat Showing Boundary Line Adjustment of the Corporate Limits for the Town of Leesburg, Loudoun County, Virginia*", dated September ____, 2021 and prepared by Bohler Engineering, Virginia Licensed Land Surveyor, (hereinafter the "Plat"), which Plat is attached hereto as Exhibit A; and

Whereas, section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended, authorizes Virginia counties and towns to relocate or change the boundary lines existing between them by agreement in accordance with the specific statutory procedures contained therein;

Whereas, all property owners for those parcels depicted on the Plat as parcels to be incorporated into the Town (the “Incorporated Parcels”) have provided written consent to the Town to the proposed boundary line relocation;

Whereas, the County and the Town agree that a boundary line agreement, rather than an annexation proceeding, is the appropriate manner of incorporating the Incorporated Parcels into the Town.

Now, therefore, the parties hereto hereby agree as follows:

1. The new boundary line between the County and the Town is hereby agreed to and established, and incorporates the Incorporated Parcels into the Town that are depicted by the area to the North and East of the solid line labeled “Adjusted Town of Leesburg Boundary Line” on **Exhibit A**, which Plat is expressly incorporated herein and made a part of this Agreement.

2. The County Attorney and the Town Attorney are hereby authorized to act on behalf of the County and the Town, respectively, to prepare, file, and sign any and all documents, pleadings, and orders reasonably necessary to ensure that a court order establishing the new boundary line be entered in accordance with section 15.2-3106 *et seq.* of the *Code of Virginia* (1950), as amended.

3. Each locality shall bear the cost of its separate advertisements and notices in accordance with the provisions of section 15.2-3107 of the *Code of Virginia* (1950), as amended, and shall equally share the cost of any jointly prepared advertisements and notices.

4. The change and relocation of the boundary line between the County and the Town shall become effective on the date specified in the Circuit Court order establishing the new boundary line.

COUNTY OF LOUDOUN, VIRGINIA

APPROVED AS TO FORM:

Deputy County Attorney

By: _____

Name: Tim Hemstreet

Title: County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Tim Hemstreet as County Administrator on behalf of the County of Loudoun, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2021.

Notary Public

My Commission expires: _____

My Notary Registration Number: _____

TOWN OF LEESBURG, VIRGINIA

By: _____
Kelly Burk, Mayor

APPROVED AS TO FORM:

Christopher P. Spera, Town Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of ____, 2021.

Notary Public

My Commission expires: _____

My Notary Registration Number: _____

Date: May 7, 2021

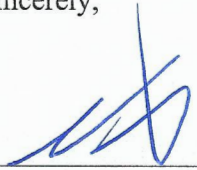
Mayor Kelly Burk
Kaj Dentler, Town Manager
Town of Leesburg, Virginia
25 West Market Street
Leesburg, Virginia 20176

RE: Consent to Boundary Line Adjustment/Parcel

Dear Mayor Burk and Mr. Dentler:

This letter is to inform you that Walmart, Inc. consents to the Town of Leesburg and Loudoun County entering into a Boundary Line Adjustment Agreement to bring Parcel (PIN) 234-39-2601-000, owned by Walmart, Inc., into the Town's boundaries. If needed, Walmart, Inc. consents to the annexation of Parcel (PIN) 234-39-2601-000 into the Town by agreement with Loudoun County or otherwise.

Sincerely,

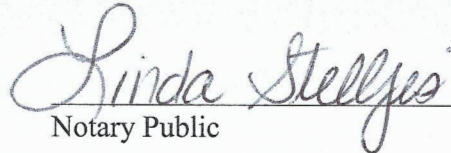


Walmart, Inc.

State of Arkansas
County of Benton, to wit:

The foregoing instrument was acknowledged before me Linda Stelljes this 7th day of May, 2021 by Nick Goodner [Name of Officer or Agent, Title of Officer or Agent] of Walmart, Inc. a Delaware [State or Place of Incorporation] corporation, on behalf of the corporation.

GIVEN under my hand and seal this 7th day of May 2021



Notary Public

My Commission Expires: 12/01/2027
My Notary Registration Number: 12703323

LINDA STELLJES
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 12/01/2027
COMMISSION NO. 12703323



November 3, 2020

Kelly Burk; Mayor
Kaj Dentler; Town Manager
Town of Leesburg
25 Market Street
Leesburg, VA 20176

Re: At Home Updated Consent to Boundary Line Agreement

Dear Mayor Burk and Mr. Dentler:

This letter updates At Home's prior consent letter dated November 4, 2019.

Subject to the terms and conditions contained herein, Compass Creek Parkway LLC, a Delaware limited liability company ("**At Home**"), consents to the Town of Leesburg, Virginia (the "**Town**") and Loudoun County, Virginia (the "**County**") beginning the formal Boundary Line Agreement process (the "**Agreement**") that would bring Parcel 234-29-4515-000 (the "**Parcel**"), owned by At Home, into the Town's boundaries. "**Parcel Owner**" shall mean at a particular time At Home or the then-current successor owner of the Parcel.

The consent granted by At Home in this letter is given subject to, and conditioned upon, the satisfaction of the following:

1. The Town shall return a countersigned copy of this letter to At Home.
2. The incorporation of the Parcel into the Town through a boundary line agreement (the "**At Home BLA**") shall be not be effective until the date that Parcel Owner has been provided with a copy of the Agreement that has been approved by the Town and the County, which Agreement shall be subject to Parcel Owner's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.¹

¹ The November 4, 2019 At Home consent letter included a condition that portions of the "Compass Creek Property" shall be incorporated into the Town prior to or concurrently with the At Home Agreement including (PINs): 233-17-6768, 234-39-9964, and a +/- 2.67 acre portion of 234-38-2798 owned by Leesburg Commercial LC; and a +/- 7.18 acre portion of 234-48-3058-001 owned by CC Skating, LLC. We understand that the Circuit Court of Loudoun County entered a "Final

3. The At Home incorporation shall not result, directly or indirectly, in (i) an increase of sales taxes applicable to consumer transactions occurring at the Parcel or (ii) the imposition against the Parcel of any municipal improvement charges, off-site levies, special service district charges, impact fees, development cost charges, local improvement charges or any other charges or costs similar to the foregoing.
4. The At Home incorporation shall have no impact on the certificate of occupancy, or local equivalent thereof, issued to permit use of the improvements on the Parcel for Parcel Owner's intended use.²
5. The Town, shall confirm that, following the incorporation of the Parcel into the Town, the Parcel will be subject to the "In Town" utility pricing and will not be subject to the "Out of Town" utility pricing, such confirmation to be in form and substance reasonably acceptable to Parcel Owner.

Parcel Owner will work in good faith toward effecting the Agreement and authorizes the Town and the County to engage in the legal steps necessary to prepare the documents that will formalize the Agreement, but does not consent to the finalization of the Agreement unless and until the conditions precedent set forth above been met. A final consent letter from Parcel Owner will be sent prior to the transmission of the Agreement to the Loudoun County Circuit Court and such letter will confirm that all conditions precedent that have been set out in this letter have been met.

Please confirm your agreement to the above by executing a copy of this letter in the space provided below. This letter agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same letter agreement. By signing below, each party represents that said party is duly authorized to take such action on behalf of the applicable party.

[Signatures on Next Page]

Order Approving Boundary Line Adjustment" dated April 28, 2020 that satisfies this condition. The Town has provided us with a copy of the Final Order.

² The November 4, 2019 At Home consent letter included a condition that the Parcel shall not be subjected to any new Restrictions or any amendments or modifications to the Existing Restrictions to the extent the same arise, directly or indirectly, from or in connection with the At Home incorporation. The Town has provided us with a copy of Ordinance No. 2019-O-021, which addresses this condition to the satisfaction of At Home.

November 3, 2020

Page 3

Sincerely,
Compass Creek Parkway LLC,
a Delaware limited liability company

By: 

Name: Andrew Dettmann

Title: Director of Development and Design

STATE OF TEXAS
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this 5th day of ~~June~~ ^{November},
2020 by Andrew Dettmann, as Director of Development and Design of Compass Creek Parkway
LLC, on behalf of said limited liability company,

GIVEN under my hand and seal this 5th day of ~~June~~ ^{November}, 2020

Notary Public 

My Commission Expires: 12/05/2022

My Notary Registration Number: 131816463



November 3, 2020

Page 4

ACKNOWLEDGED AND AGREED BY:

Town of Leesburg

By: 

Name: Kaj Dentler

Title: Town Manager

COMMONWEALTH OF VIRGINIA

COUNTY OF FLOUNDON to wit:

The foregoing instrument was acknowledged before me this 12th day of ~~June~~ ^{November}, 2020 by Kaj Dentler, as Town Manager of the Town of Leesburg, on behalf of said Town.

GIVEN under my hand and seal this 12th day of June, 2020

Notary Public *Tara Belote*

My Commission Expires: 12/31/2022

My Notary Registration Number: 305450



March 13, 2023

Mayor Kelly Burk
Kaj Dentler, Town Manager Town of Leesburg
25 W. Market Street
Leesburg, VA 20176

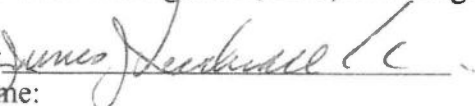
Dear Mayor Burk and Mr. Dentler:

This letter serves as the written acknowledgment and consent for the portion of the 33.1761 acre parcel which is currently located in the Joint Land Management Area in the County, known as Parcel A-2A, duly dedicated and platted pursuant to a Deed of Boundary Line Adjustment, Easement, Deed of Trust Modification and Subordination and accompanying plat entitled "Plat Showing Boundary Line Adjustment Between Parcels A-2, A-3, and A-4 Leesburg Commercial", recorded as Instrument Numbers 20230228-0007182 and 20230228-0007183, respectively, among the land records of Loudoun County, Virginia (the "Property"), to be annexed into and join the Town of Leesburg ("Town") boundaries either via the annexation commenced by the Town's Notice of Annexation currently pending before the Virginia Commission on Local Government, which includes the request that the Property be annexed into the municipal boundaries of the Town of Leesburg, or through a boundary line agreement with Loudoun County, or through any other legal means pursuant to applicable law. This consent is not effective, however, until the Site Plan submitted to Loudoun County on December 14, 2022, and for which comments were received from Loudoun County on March 3, 2023, for the parcel has been approved by the county. Such consent will be binding on the owner's successors and assigns, including without limitation STACK Infrastructure and its affiliates.

Sincerely,

LEESBURG COMMERCIAL L.C., a Virginia limited liability company

By: MVP Management, LLC, its Manager

By: 
Name:
Title:

*The
Town
of
Leesburg in Virginia*

PRESENTED January 13, 1988

RESOLUTION NO. 88-12

ADOPTED January 13, 1988

A RESOLUTION: ESTABLISHING FEES FOR CONNECTIONS TO THE PUBLIC WATER SYSTEM FOR THE ROUTE 643 WATERLINE

WHEREAS, Section 19-24 of the Town Code authorizes the town to collect pro rata fees for public water facilities for town-constructed facilities necessitated, at least in part, by future subdivisions or development of land; and

WHEREAS, the town has constructed approximately 8,765 feet of a 16-inch watermain and appurtenances and is committed to construct a related water booster station to serve the Route 643 service area; and

WHEREAS, it has been determined that twenty percent of the costs of the installation of these facilities is for public benefit, and eighty percent is for the benefit of the land owners adjacent to these public water facilities; and

WHEREAS, the final established price for all costs associated with the Route 643 waterline project is \$800,000 and the estimated cost of all costs associated with the design and construction of the booster station is \$517,000.

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

SECTION I. A Route 643 waterline pro rata facilities charge is hereby established for all properties shown on the attached Exhibit I as follows:

- A. Residential Uses....\$372.69 per dwelling unit not to exceed the total cost per acre assigned to property within the service area as certified by the Director of Engineering and Public Works.

RESOLUTION - ESTABLISHING FEES FOR CONNECTIONS TO THE PUBLIC WATER SYSTEM

- B. Office/Commercial Uses....\$1,062.83 per gross acre.
- C. Employment Uses.....\$ 966.21 per gross acre.
- D. Institutional and Government
Uses..... \$ 690.15 per gross acre.

SECTION II. The fee as specified in Section I shall be paid prior to the issuance of public facilities permits for new connections to the Route 643 waterline. Said fee shall be in addition to all availability and connection fees the town is authorized to collect.

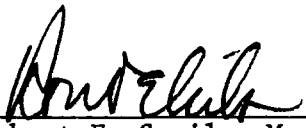
SECTION III. The fee shall be adjusted by the percentage increase or decrease in Engineering News Record Construction costs index value at the time of application. The current construction cost index value from which the increase or decrease shall be measured is 4456.

SECTION IV. Those properties participating in the Route 643 waterline agreement will pay a reduced pro rata charge, which will exclude the actual cost of the Route 643 waterline. The percentage of water use assigned to any property subject to the prior Route 643 waterline agreement will be applied to only the estimated cost of the booster station as established herein.

SECTION V. The fees established herein shall run with the property and the town manager shall maintain for public inspection a record of properties subject to these fees.

RESOLUTION - ESTABLISHING FEES FOR CONNECTIONS TO THE PUBLIC WATER SYSTEM

PASSED this 13th day of January, 1988.



Robert E. Sevila, Mayor
Town of Leesburg

ATTEST:



Clerk of Council

PRESENTED: November 8, 2005

RESOLUTION NO. 2005-172

ADOPTED: November 8, 2005

A RESOLUTION: ESTABLISHING PRO-RATA FEES FOR THE SYCOLIN PRESSURE ZONE (RT. 643) WATER STORAGE TANK

WHEREAS, Section 19-24 of the Town Code authorizes the Town to collect pro-rata fees for Town constructed water facilities necessitated, at least in part, by future subdivisions or development of land; and

WHEREAS, the Town is in process of design and eventual construction of a 1.5 MGD elevated water storage tank; and

WHEREAS, it has been determined that approximately 40% of the cost of the design and construction related to this tank is for the existing Town customers and the remaining 60% is for the benefit of property owners or developers of undeveloped lands in the Sycolin Pressure Zone; and

WHEREAS, the total estimated cost of engineering and construction of this tank is \$3,500,000.00; and

WHEREAS, the identification of the properties are merely for purpose of establishing the benefactors and is in no way a commitment on the part of Town Council to extend utilities to properties outside the Town corporate boundaries.

WHEREAS, the following allocations have been determined based on the current estimates for each type of use and property and will be adjusted accordingly once project is completed:

A RESOLUTION: ESTABLISHING PRO-RATA FEES FOR THE SYCOLIN PRESSURE ZONE (RT. 643) WATER STORAGE TANK

PROPERTY	COST (\$)	% SHARE OF OVERALL COST
Ex. Town Customers	\$1,312,207.21	37.5
Phillip A. Bolen Park	\$55,900.03	1.6
Cangiano	\$221,981.72	6.3
Oaklawn	\$257,192.61	7.3
Cross Trail	\$958,020.62	27.4
New Fire/Rescue Facility	\$3,827.27	0.1
Misty Ridge	\$13,012.72	0.4
Beauregard Commercial	\$3,787.90	0.1
Delashmut	\$4,872.66	0.1
Cornerstone Chapel	\$17,970.68	0.5
Kincaid Forest, Section 3	\$24,931.94	0.7
Airport Industrial Park	\$10,615.76	0.3
Tavistock Commercial/Office	\$4,201.25	0.1
Airport Commerce Park	\$39,875.79	1.1
VA Electric & Power Co	\$48,759.43	1.4
Donohoe	\$215,129.81	6.1
Dowdy	\$307,712.59	8.8
TOTAL	\$3,500,000.00	100%

Total Estimated Construction Cost	\$3,500,000.00
Town Share	\$1,312,207.00
Developer Share	\$2,187,793.00
Cost per Single Family or Duplex	\$ 767.00
Cost per Townhouse or Multi-family	\$ 657.00
Cost per Gallon for Commercial & Office	\$ 2.19

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

SECTION I. The Sycolin Pressure Zone (Rt. 643) Water Storage Tank pro-rata fee is hereby established, effective upon passage at an estimated rate of \$2.19 per gallon of demand as allocated in the aforementioned table for each property and as shown on the attached map.

SECTION II. The fees as specified in Section I shall be paid prior to the issuance of a Zoning Permit and concurrently with payment of any other required off-site and availability

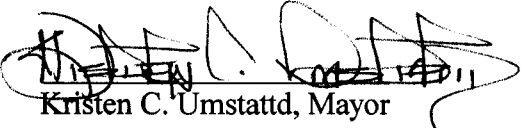
A RESOLUTION: ESTABLISHING PRO-RATA FEES FOR THE SYCOLIN PRESSURE ZONE (RT. 643) WATER STORAGE TANK

fees for new connections or expanded use of existing connections in the Sycolin Pressure Zone water system.

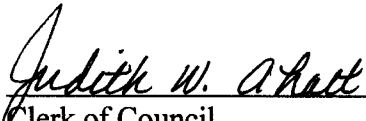
SECTION III. The fee shall be adjusted by the percentage increase or decrease in Engineering News Record Construction cost index value at the time of application. The current construction cost index value from which the increase or decrease shall be measured is 7563.

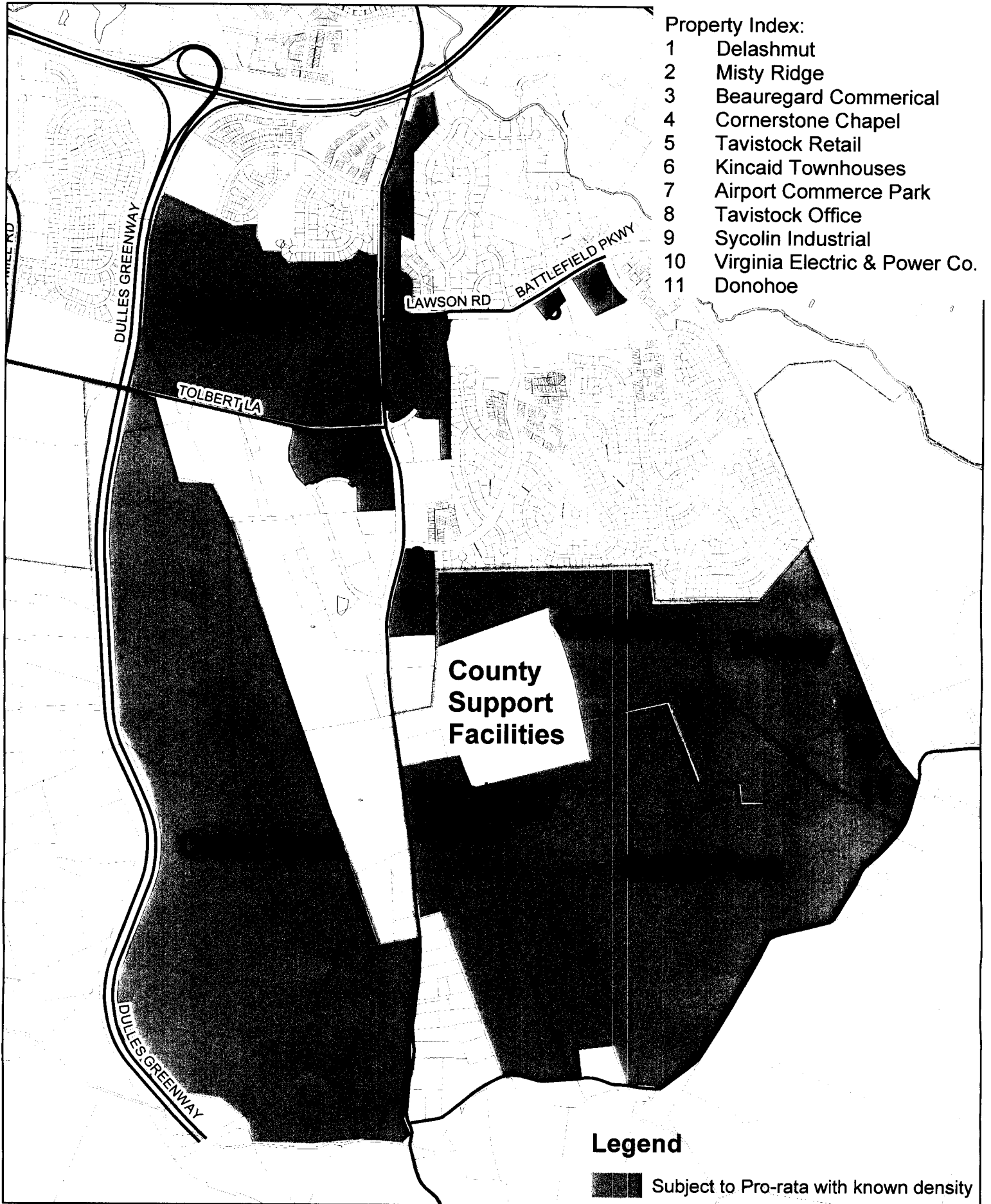
SECTION IV. The fees established herein shall apply to all developments within the Sycolin Pressure Zone and the Town Manager shall maintain for public inspection a record of properties subject to these fees.

PASSED this 8th day of November 2005.


Kristen C. Umstatt, Mayor
Town of Leesburg

ATTEST:

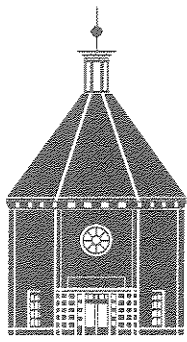

Clerk of Council
R: 183 pro-rata fees for Sycolin Pressure Zone



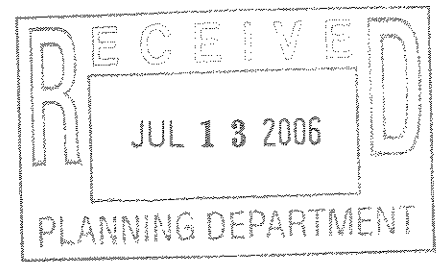
**Sycolin Pressure Zone
Water Storage Tank Pro-Rata
Undeveloped Properties**

August 29, 2005
Town of Leesburg Utilities
Not to Scale





The Town of
**Leesburg,
Virginia**



25 West Market Street ■ P.O. Box 88 ■ 20178 ■ 703-777-2420 ■ Metro: 703-478-1821 ■ FAX: 703-771-2727 ■ www.leesburgva.gov

July 11, 2006

Theresa White Whitmore
Chair, Loudoun County Planning Commission
Loudoun County Department of Planning
1 Harrison Street, SE
P.O. Box 7000
Leesburg, VA 20177

**RE: Crosstrail project: ZMAP 2005-0011 and CPAM 2006-0002; response to
worksession of July 6, 2006**

Dear Ms. Whitmore:

On July 6, 2006, the Loudoun County Planning Commission met in worksession to discuss the Crosstrail development, specifically the zoning map amendment (ZMAP 2005-0011) and a comprehensive plan amendment (CPAM 2006-0002). It was decided that deliberation on the matter would be continued until July 17, 2006. It was further decided that the Planning Commission request information from the Leesburg Town Council related to the following questions:

1. What is the Town Council's official position regarding the proposed expansion of the airport as illustrated within the draft of the updated Airport Master Plan?
2. What is the Town Council's official position regarding the annexation of properties that comprise the JLMA? Is the Town committed to the intent of the JLMA and is there a genuine desire to annex this area?
3. When will utilities be completed for the area comprising the JLMA, and is there sufficient water and sewer capacity to accommodate the area comprising the JLMA?

Before providing responses to these questions, it should be noted that the Town Council's position regarding these applications is clearly stated in Resolution 2006-105 dated June 13,

2006 and the accompanying staff report (Attachment 7). In addition, the Town Council voted unanimously at its meeting of July 11, 2006 to support the content of this letter.

The Town Council firmly believes that before **any** decisions can be made regarding this or any other property within the JLMA, a joint planning effort should be accomplished, as has been the desire of the Town for many years. Attached documentation shows that the Town has been committed and dedicated to initiating joint planning within the JLMA, and has repeatedly requested the effort proceed. All of this is consistent with the long-standing policies for joint planning contained in the Town Plan and the Loudoun County Revised General Plan, as well as the joint planning requirements contained in paragraph 16 of the Annexation Agreement.

We feel that the County has not responded to this effort, and we further feel that the joint planning effort for the JLMA has not taken necessary precedence, in favor of processing specific applications for specific properties, particularly Crosstrail and Ridgewater Park (formerly Creekside). This was illustrated at the May 16, 2006 Board of Supervisors meeting where a motion to process the Crosstrail ZMAP and CPAM and **then** engage in the joint planning process was approved. The Town's preferable choice and county staff recommendation was the option of engaging in joint planning of the JLMA **prior** to acting on these development applications. The Town Council views this action as a formal refusal to our repeated requests for a joint planning effort before significant development occurs in the area.

Since joint planning has not occurred, and there is an impending deadline of mid-September for the rezoning, the Town reaffirms its position of recommending denial of ZMAP 2005-0011 and CPAM 2006-0002 for the following reasons:

- Transportation is a major concern, and the impacts on Leesburg, as well as County, roads are significant. The applicant's proffers are inadequate, unrealistic and unacceptable.
- Residential land uses are incompatible with the airport, and contrary to the Town Plan and the Loudoun County Revised General Plan.
- The Town should provide utilities to the JLMA, per long-standing policy.

With respect to transportation, the Town Council feels that this important issue is not getting the significant attention that it deserves. The applicant's own traffic study clearly indicates that there will be significant impacts that will need to be mitigated in and around Leesburg. This is particularly true if the assumptions on the timing of planned road improvements the applicant has made do not materialize or are changed. Council strongly feels that this proposal will create traffic gridlock in the southeast sector of the Town.

In addition, an accurate fair share of the project's impact on Town and County roads **must** be determined and mitigated by the applicant. To date, no information related to the applicant's fair share of the cost of necessary road improvements has been provided. Further, the applicant's proffers are inadequate and unrealistic, and must be significantly increased to mitigate impacts on Town and County roads. The applicant must also be required to proffer a phasing plan related to road improvements, both on and off-site, that is adequate and realistic.

Regarding land use, it is the Town's position that the introduction of residential units into Crosstrail, in direct conflict with both the Town Plan and the Loudoun County Revised General Plan, is a grievous land use error that threatens the viability and expansion of the Leesburg Executive Airport. Particularly given the density and proximity of the residential development to the runway of the airport. We believe that ample evidence has been presented that shows air traffic on and around the airport property will significantly affect any future residents. We feel that the current plan designation for the Crosstrail property, both in the Loudoun County Revised General Plan and the Town Plan, is the proper guide for future development. We find no public purpose or benefit in changing the language of the County plan to allow residential uses in such close proximity to the airport.

With respect to utilities, **it has been the policy of the Town and the County for approximately 20 years for the Town to provide utilities within the JLMA.** It is not only the Town's policy, but the Town's desire to provide utilities within the JLMA. As shown further in this correspondence, the Town has invested a significant amount of funds to provide water and sewer capacity to the JLMA, per this long accepted policy. The provision within the CPAM language to change this policy, after significant public investment, is not only fiscally irresponsible, it is an egregious breach of public trust that casts uncertainty over the entire future of the JLMA. The Town may need to reconsider its position regarding utilities to Bolen Park and the balance of the Shellhorn property, as well as the lower Sycolin sewer shed.

Furthermore, the Town Council feels that the language to amend the utility policy of the JLMA is a direct threat to the future of the Town. It will impede the Town's ability to expand its limits, and will negatively affect any future economic growth for the Town. We find this possibility intolerable, and we wish to impress upon the County the importance of this issue. **We find absolutely no public benefit or purpose to amending long standing public policy and investment in order to appease the development desires of this project.**

With respect to the questions that the Planning Commission has requested, the answers are as follows:

1. What is the Town Council's official position regarding the proposed expansion of the airport as illustrated within the draft of the updated Airport Master Plan?

- The current Master Plan in effect was approved in 1990
- A new master plan update was commissioned by the Town after attaining goals of 1990 Plan
- The Council supports airport expansion, as indicated through the approval of the Draft Final Airport Layout Plan, September '05 and June '06 (Attachment 6)
- The Town Council expects to finalize the Airport Master Plan in mid-September/October, 2006
- FAA approval and Town adoption of the plan is expected early 2007
- The Town Council prefers to also update the AADPs to reflect the new Airport Master Plan as part of the joint planning effort with the County. Any land

acquisition, such as the applicant's "offer" for the Town to purchase land adjacent to the airport cannot be considered at this time under the hearing and notice requirements for Master Plan amendments as mandated by Virginia law.

2. *What is the Town Council's official position regarding the annexation of properties that comprise the JLMA? Is the Town committed to the intent of the JLMA and is there a genuine desire to annex this area?*

- The Council has made clear its intent to support JLMA planning process through resolutions in June '05 and September '05 (Attachments 2 and 5)
- The April '05 letter from the Mayor to Supervisor Staton, Chair of Board of Supervisors Transportation/Land Use Committee, indicates the Town's desire for cooperation (Attachment 1)
- The Council indicated strong support of joint planning within the JLMA through a sub-committee letter to Supervisor York in July '05 (Attachment 4)
- The Council has repeatedly requested that the JLMA process proceed before the Crosstrail project, to address global JLMA issues.
- The Board of Supervisors chose to proceed with CPAM and ZMAP before working on JLMA with the Town at meeting of May 16, 2006, in lieu of the option which recommended a comprehensive joint planning process in advance of any applications within the JLMA
- Yes. The Town is interested in the potential of annexation AFTER long sought joint planning efforts provide direction, BEFORE approval of Crosstrail.

3. *When will utilities be completed for the area comprising the JLMA, and is there sufficient water and sewer capacity to accommodate the area comprising the JLMA?*

Based on the information provided below, the Town will have sewer capacity available for the area comprising the JLMA in early 2008, and water capacity will be available by the end of 2007.

- **Water Pollution Control Facility (sewer plant)** - A \$32 million dollar expansion began in January 2005 which expands plant capacity from 5 million gallons per day (MGD) to 7.5 MGD and is expected to be completed in January, 2008. This expansion provides capacity for all projects within the Town's service area and will allow for availability of capacity to Crosstrail and adjoining properties between Cochran Mill Road, Dulles Toll Road to north of Sycolin Creek. Funding is appropriated in the 2005 – 2008 Capital Improvement Program (CIP).
- **Kenneth B. Rollins Water Filtration Plant-** A \$16 million dollar project is currently underway which expands the plant capacity from 10 MGD to 15 MGD. Project completion is slated for the end of 2007. This expansion will provide capacity for all properties within the Town's service area and will provide capacity for Crosstrail and adjoining properties between Cochran Mill Road,

Dulles Toll Road to north of Sycolin Creek. Funding is appropriated in the 2006 – 2008 CIP.

- **Sycolin Zone Water Storage Tank-** The design of a 1.5 million gallon elevated storage tank to serve the entire Sycolin water shed is currently underway with construction beginning in the spring of 2007 and completion in the spring of 2008. Funding is appropriated in the 2006 - 2008 CIP.
- **Lower Sycolin Creek Sewer Conveyance System-** The design contract for this project has been placed on hold pending the resolution of Crosstrail rezoning. The construction cost of this system is estimated at \$8 million dollars. Funding is approved in the 2006 - 2008 CIP. Design and approvals are expected to take 12-18 months. The construction is also expected to last 12-18 months.

In conclusion, it is the desire of the Town to move forward in a pragmatic and proper fashion regarding the Crosstrail property. This includes:

- revising the Crosstrail proposal removing the residential component of the development and replacing it with a land use mix that is consistent with the adopted Town Plan and the current Loudoun County Revised General Plan
- Acknowledging and honoring the significant public investment already made for providing utilities within the JLMA, per long-standing Town and County policy
- recognizing that the Town has a legitimate say in how adjacent parcels are developed and how the County's fiscal decisions affect Town residents and taxpayers. Without requiring adequate proffers and road improvements, the County compromises the quality of life and fiscal obligations of both County and Leesburg taxpayers.
- supporting the principles of joint planning within the JLMA **before** applications are approved within the area, as has been the long-standing policy and desire of the Town

For all of the above reasons, we respectfully recommend the denial by the Planning Commission and the Board of Supervisors of the zoning map amendment for Crosstrail and the associated comprehensive plan amendment.

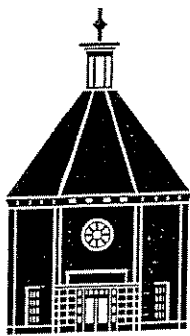
Sincerely,

A handwritten signature in black ink, appearing to read 'Kristen C. Umstattd', written over a circular stamp or seal.

Kristen C. Umstattd
Mayor

CC: Loudoun County Board of Supervisors
Loudoun County Department of Planning
Leesburg Town Council
Leesburg Planning Commission
Leesburg Airport Commission
Leesburg Economic Development Commission

- Attachments:
- 1) Letter of April 23, 2005 from Mayor Umstattd to the Honorable Mick Staton, Chair, Board of Supervisors Transportation/Land Use Committee
 - 2) Letter from Scott York, Chairman of the Loudoun County Board of Supervisors, presented at joint meeting of Board of Supervisors and Town Council, June 6, 2005.
 - 3) Town Council Resolution 2005-102, June 14, 2005.
 - 4) Letter of July 13, 2005 from Town Joint Land Sub-Committee to Scott York, Chairman, Loudoun County Board of Supervisors.
 - 5) Town Council Resolution 2005-156, September 27, 2005
 - 6) Current Airport Master Plan Update
 - 7) Town Council Resolution 2006-105, including attached staff report and engineering memo, June 13, 2006



The Town of
Leesburg,
Virginia

FERNANDO "MARTY" MARTINEZ
Vice Mayor

KELLY BURK
Councilmember

KATIE SHELDON HAMMLER
Councilmember

MELINDA H. KRAMER
Councilmember

SUSAN B. HORNE
Councilmember

ROBERT J. ZOLDOS
Councilmember

25 West Market Street ■ P.O. Box 88 ■ 20178 ■ 703-777-2420 ■ Metro: 703-478-1821 ■ FAX: 703-771-2727 ■ www.leesburgva.gov

April 23, 2005

The Honorable Mick Staton
Chair, Transportation/Land Use Committee
Loudoun County Board of Supervisors
1 Harrison Street
Leesburg, Virginia 20175

Dear Chairman Staton,

It has come to the attention of the Leesburg Town Council that you have initiated an agenda item for the Transportation/Land Use Committee on Monday, April 25th that seeks the Board's consent to participate in the Creekside Rezoning Application. It has been our understanding that the Board of Supervisors and the Town Council are about to finalize a joint meeting on May 31st, at which time, land use issues surrounding the town will be the principle focus. The Town Council has voted to oppose action on the Creekside and Crosstrail CPAMs, and while the issue under discussion is a special exception application, it still represents a significant land use action on Leesburg's border. In fact, Supervisor Clem even addressed the Town Council and indicated that he felt that the County should not act on these land use projects without the Town's participation in a joint planning effort.

While both of our jurisdictions have been focusing on budget matters over the past few months, which has precluded an earlier meeting, the Town would strongly encourage the Committee to follow through on the County's commitment to work cooperatively with the Town on planning issues in the urban growth area and take no action of any nature related to this application.

We look forward to favorable action by the Committee on this request.

Sincerely,

THANK-YOU!

Kristen C. Umstattd
Mayor

CC: Board of Supervisors
Town Council

ATTACHMENT 1

June 6, 2005

Ladies and Gentlemen-

Let me first apologize for not being able to attend this evening. Unfortunately I was called out of town at the last minute. However, due to the importance of this joint meeting I felt the need to share a few thoughts with you concerning the Southeast area of the JLMA.

The first concerns the County's processing of the two CPAMs for the Creekside and Crosstrail developments. Currently the County has both CPAMS on hold. While the Creekside developer has said that we are reviewing Crosstrail and he wants us to treat him equally, he is simply incorrect. We are not reviewing either CPAM at this time. However the Crosstrail developer has submitted a rezoning to which we are required under state statute to process with or without a CPAM.

The second concerns the development of Phil Bolen Park. With the exception of some tweaking to ensure the proper development of the County's public safety needs, we are ready to move forward.

Third, I firmly believe that the Leesburg Executive Airport is one of the important keys of economic development for Loudoun County. In order to continue its long term viability we must protect it from further encroachment of residential zoning.

In conclusion I would hope that these two bodies would agree with the following items:

1. That the County would drop both CPAM proposals.
2. That we support the development of Phil Bolen Park.
3. That we agree to protect the long term viability of Leesburg Executive Airport.
4. That with or without the desire of town officials to annex this area, the two bodies work together in a joint planning process.

Again, I apologize for not being able to be here this evening. May God be with us all as we work for our citizens and may God bless Loudoun County.

Sincerely,

Scott K. York
Chairman of the Board
Loudoun County Board of Supervisors

ATTACHMENT 2

*Presented by Judy Hurty
at Joint Meeting of BOS
and Snow Council,
June 6, 2005*

The Town of
**Leesburg,
Virginia**

PRESENTED: June 14, 2005

RESOLUTION NO. 2005-102

ADOPTED: June 14, 2005

A RESOLUTION:

SEEKING AGREEMENT BY THE LOUDOUN COUNTY BOARD OF SUPERVISORS FOR INCORPORATION OF PROPERTY OWNED BY PETERSON COMPANIES, INC., KNOWN AS THE CROSSTRAIL PROPERTY, INTO TOWN BOUNDARIES BY BOUNDARY LINE ADJUSTMENT AND FUTURE JOINT PLANNING INITIATIVES.

WHEREAS, the Town Council met in joint session with the Loudoun County Board of Supervisors on June 6, 2005, to explore issues of mutual concern, including establishing a schedule of regular meetings of the two governing bodies for such purposes, supplying municipal water and sewer service to Bolen Park proposed to be constructed on property known as the Shellhorn tract; and preserving long-planned employment uses on land in the vicinity of Leesburg Executive Airport and protecting it from encroaching residential uses; and

WHEREAS, the Board invited the Council to identify property it wishes to incorporate into the Town and seek Board approval.

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

Seeking Agreement by the Loudoun County Board of Supervisors for incorporation of property owned by Peterson Companies, Inc., known as the Crosstrail property, into Town boundaries by Boundary Line Adjustment and future joint planning initiatives.


The Town Council hereby requests agreement by the Loudoun County Board of Supervisors of incorporation into the Town boundaries of the Crosstrail property owned

RESOLUTION: SEEKING AGREEMENT BY THE LOUDOUN COUNTY BOARD OF SUPERVISORS FOR INCORPORATION OF PROPERTY OWNED BY PETERSON COMPANIES, INC., KNOWN AS THE CROSSTRAIL PROPERTY, INTO TOWN BOUNDARIES BY BOUNDARY LINE ADJUSTMENT AND FUTURE JOINT PLANNING INITIATIVES

by the Peterson Companies and directs staff to work with Loudoun County personnel to prepare the necessary documents to accomplish the same by boundary line adjustment.

The Town Council is interested in a future joint planning effort with the Board of Supervisors that would examine, and possibly identify, additional properties in the JLMA for potential incorporation in the Town. This effort would begin following the completion of the Town Plan and would be separate from actions related to the Bolen Park and the Peterson property.

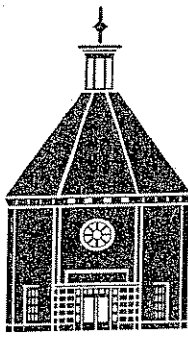
PASSED this 14th day of June 2005.


Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:


Clerk of Council

RO5:PetersonBLA



The Town of
**Leesburg,
Virginia**

KRISTEN C. UMSTATTD, *Mayor*

FERNANDO "MARTY" MARTINEZ
Vice Mayor

KELLY BURK
Councilmember

KATIE SHELDON HAMMLER
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July 13, 2005

Scott K. York, Chairman
Members of the Loudoun County Board of Supervisors
1 Harrison Street S.E., 5th Floor
Leesburg, VA 20176


Dear Chairman York and Members of the Board of Supervisors:

The Leesburg Town Council recently passed a resolution creating a Joint Land Management Sub-Committee in strong support of our mutual interest in creating policies for land use management within the area south of Leesburg formerly known as the Urban Growth Area. Membership of the sub-committee is comprised of Vice Mayor Marty Martinez and Council members Kelly Burk and Susan Horne. The Town is interested in taking a pro-active approach toward planning in this area as reflected by our recent resolutions supporting providing Town utilities to Bolen Park at the Shellhorn site and requesting your participation in a Boundary Line Adjustment of the Crosstrail Project (known also as the Peterson property).

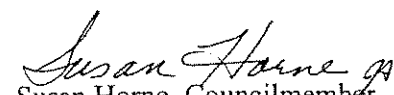
The Town Council also expressed strong support for a joint planning effort for the entire Joint Land Management Area. With the 2005 Town Plan scheduled for adoption early this fall, it is of vital importance that we begin the work to map out our approach for joint planning in this and other significant areas surrounding the Town. Our respective Planning Commissions have begun conversations, and we are suggesting that the Board establish a subcommittee to work with us to develop a strategy and approach to this effort that could be presented to our governing bodies for quick action.

The Leesburg Town Council, by its previous actions, has clearly stated its interest in having a voice in the planning of these vital areas around the Town. The Town also awaits your response to our request to begin work on a boundary line adjustment of the Peterson property. We look forward to hearing from, and meeting with, the Board of Supervisors to discuss these important matters.

Sincerely,


Marty Martinez, Vice Mayor
Town of Leesburg


Kelly Burk, Councilmember
Town of Leesburg


Susan Horne, Councilmember
Town of Leesburg

Cc: Town Council
Leesburg Planning Commission
Loudoun County Planning Commission

ATTACHMENT 4

PRESENTED: September 27, 2005

RESOLUTION NO. 2005-156

ADOPTED: September 27, 2005

A RESOLUTION:

SUPPORTING THE TOWN COUNCIL AD HOC
SUBCOMMITTEE RECOMMENDATION REGARDING
LONG-TERM LAND USE VISION FOR THE GREATER
SOUTHEAST LEESBURG AREA

WHEREAS, the Town Council Ad-Hoc Subcommittee has made a recommendation to the Town Council regarding the long-term land use vision for the Greater Southeast Leesburg Area; and

WHEREAS, in preparation for the September 29th joint meeting of the Loudoun County Board of Supervisors and the Leesburg Town Council, the Town Council proposes a three topic agenda for the meeting with the following policy statements:

Land Planning Recommendations for joint planning and potential annexation

1. **The Joint Land Management Area (JLMA) should be redefined and jointly planned by the Town and the County.**
 - Boundaries of the area jointly planned and managed should be extended to include the Sycolin Creek watershed.
 - The Town Council and the Board of Supervisors should direct their respective Planning Commissions to jointly review and comprehensively plan the areas in the JLMA defined above.
2. **Incorporate the Crosstrails property into Town by BLA immediately.**
3. **Establish an Urban Growth Area (UGA) which the Town considers vital to its needs for future economic sustainability and growth and would be brought into Town limits now or in the future. The proposed UGA is that area between Route 7 and the Dulles Greenway that is currently within the Town's JLMA on the Loudoun County 2001 Land Use Map.**

RESOLUTION: SUPPORTING THE TOWN COUNCIL AD HOC
SUBCOMMITTEE RECOMMENDATION REGARDING
LONG-TERM LAND USE VISION FOR THE GREATER
SOUTHEAST LEESBURG AREA

The rationale for this recommendation is noted below:

- The Town can provide utility service for development in the UGA in less time and at significantly less cost to Loudoun County taxpayers. The Town has planned and designed its water and sewer infrastructure to accommodate the entire JLMA as currently proposed. The Town is poised to provide water and sewer service which is a significant factor in accommodating developments that are time and market sensitive.
- The Town has the desire and political will to encourage and develop the commercial and industrial uses as reflected in both the County 2001 General Plan and Town of Leesburg 2005 Land Use Policy Map. The UGA represents a significant commercial engine providing positive revenue sources for both the County and Town. The Town is not anti-growth and is encouraged by the interest in land development around its boundaries.
- The Town believes it can best protect the interests of its airport (Virginia's 2nd busiest general aviation airport) by having the Crosstrails property included into the Town by BLA prior to Board of Supervisor action on the Crosstrails land use applications. A priority for the Town is to enhance the value of the airport with appropriate business and economic development opportunities in an area that is a significant gateway to the Town.
- Appropriate development in the JLMA/UGA can work to complete the transportation network that complements the Town's transportation plan and alleviates growing traffic problems
- Approval of a BLA of the Crosstrails property and the establishment of an Urban Growth Area as defined above represent a positive benefit for both the County and Town in planning the area, servicing it quickly and economically, and protecting and increasing revenue sources to both the County and Town.

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

The Town Council support the Ad Hoc Subcommittee's land management
recommendations for the JLMA/UGA Area, including redefinition and joint planning of
the Joint Land Management Area, immediate incorporation of the Crosstrails property

RESOLUTION: SUPPORTING THE TOWN COUNCIL AD HOC
SUBCOMMITTEE RECOMMENDATION REGARDING
LONG-TERM LAND USE VISION FOR THE GREATER
SOUTHEAST LEESBURG AREA

into the Town, and the establishment of an Urban Growth Area for future annexation, and share such recommendation with the Loudoun County Board of Supervisors during the September 29th joint Town/County meeting.

PASSED this 27th day of September 2005.

Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:

Clerk of Council

RO5:AdhocSEVision092705

Master Plan Update

- Original Master Plan Update in August of 1990 by Howard Needles Tammen & Bergendoff (HNTB)
- Update began – September 26, 2003 and was put on hold April of 2004 until August of 2004 for potential changes to the Town Council. The project was again put on hold in September of 2005 until March of 2006 awaiting the new airport director.
- **Timeline up to current date:**

Project Scoping	<i>Completed</i>
Facilities Inventory and Data Collection <i>TAG Meeting No. 1</i>	<i>Completed</i> <i>Conducted Dec. 8, 2004</i>
Demand Forecasts <i>TAG Meeting No. 2</i>	<i>Completed</i> <i>Conducted Jan. 21, 2004</i>
Working Paper No. 1 Submission and Review <i>Address Town, FAA, DOAV Comments</i>	<i>Submitted Feb. 6, 2004</i> <i>Completed</i>
Project Placed on-Hold (at request of Town)	<i>April 2004 to August 2004</i>
Airport Commission Briefing	<i>September 21, 2004</i>
Demand/Capacity Facility Requirements	<i>November 2004</i>
Alternative Evaluation <i>TAG Meeting No. 3/Public Workshop No. 1</i>	<i>May Thru August 2005</i> <i>May 18, 2005</i>
Working Paper No. 2 Submission and Review	<i>May 2005 - Completed</i>
TOWN SELECTS PREFERRED ALTERNATIVE	<i>September 13, 2005</i>
NTP For Phase Three	<i>September 17, 2005</i>
Compile Working Paper No. 1 and No. 2 (See Responses Provided)	<i>November 1, 2005</i>
Update Exhibit “A” (For West Side Property Acqs)	<i>February 28, 2006</i>
Draft Final Airport Layout Plan <i>Airport Commission Approval</i> <i>Town Council Approval</i>	<i>Completed</i> <i>May 18, 2006</i> <i>June 27, 2006</i>

- **What is left to accomplish:**

Complete/Submit Remaining ALP Drawings (For Review)	August 15, 2006
Environmental Overview/ACIP/Financial Information	September 15, 2006
Final Master Plan Report <i>TAG Meeting No. 4/Final Public Workshop</i>	November 15, 2006 <i>Nov/Dec, 2006</i>
Final Agency Approval and Town Adoption Process	January through March 2007

- The Master Plan process takes a minimum of two years to complete. Below is a list of the nine elements to a Master Plan per Advisory Circular 150/5070-6B Dated: 7/29/2006
 1. Public Involvement Program
 2. Environmental Considerations in Airport Master Planning
 3. Existing Conditions
 4. Aviation Forecasts
 5. Facility Requirements
 6. Alternatives Development and Evaluation
 7. Airport Layout Plans
 8. Facilities Implementation Plan
 9. Financial Feasibility Analysis

The Town of
Leesburg,
Virginia

PRESENTED June 13, 2006

RESOLUTION NO. 2006-105

ADOPTED June 13, 2006

A RESOLUTION: ENDORSING THE TOWN STAFF RECOMMENDATION OF DENIAL FOR THE CROSSTRAIL ZMAP 2005-0011 (REZONING) AND CPAM2006-0002 (COMPREHENSIVE PLAN AMENDMENT) APPLICATIONS

WHEREAS, on April 26, 2005, Loudoun County referred the Crosstrail rezoning application, ZMAP 2005-0011, to the Town for review and comment; and

WHEREAS, on November 18, 2005, Loudoun County referred the second submittal of the Crosstrail rezoning application, ZMAP 2005-0011, to the Town for review and comment; and

WHEREAS, in April of 2006, Loudoun County planning staff forwarded to PZ&D revised information pertaining to the proposed rezoning: "Crosstrail: Statement of Justification: Zoning Map Amendment" (last dated April 19, 2006), "Crosstrail ZMAP 2005-0011: Proffer Statement" (dated April 19, 2006), "Crosstrail ZMAP 2005-0011: Response to 2nd Referral Comments" (dated April 19, 2006), and "Response to the Second Referral for the ZMAP 2005-0011 Crosstrail" (memorandum from Gorove/Slade, dated April 19, 2006).

WHEREAS, on May 24, 2006, Loudoun County referred a Comprehensive Plan amendment, CPAM 2006-0002; and

WHEREAS, according to the Annexation Area Development Policies, the County solicits Town comments on applications within the Joint Land Management Area (JLMA); and

WHEREAS, the Town Council has indicated by a previous resolution its dissatisfaction with the proposed rezoning; and

A RESOLUTION: ENDORSING THE TOWN STAFF RECOMMENDATION OF DENIAL FOR THE CROSSTRAIL ZMAP 2005-0011 (REZONING) AND CPAM 2006-0002 (COMPREHENSIVE PLAN AMENDMENT) APPLICATIONS

WHEREAS, the Town Council has indicated by two previous resolutions its intent to pursue a boundary line adjustment of this property; and

WHEREAS, the Leesburg Executive Airport Commission has submitted its opposition to the proposal via a previous resolution and by a subsequent letter of May 21, 2006; and

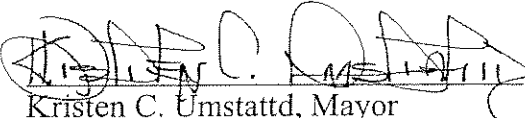
WHEREAS, staff has reviewed the application in accordance with the 2005 Town Plan and other applicable policies; and

WHEREAS, staff has identified deficiencies in the applications as it relates to the 2005 Town Plan and other applicable Town policies, as outlined within the attached memo (Attachment 1); and

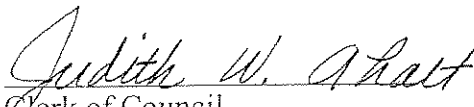
WHEREAS, the Planning Commission has reviewed the submitted information and the attached staff memorandum.

THEREFORE, RESOLVED by the Town Council of the Town of Leesburg in Virginia that it hereby endorses the staff's recommendation of denial for Crosstrail rezoning application ZMAP 2005-0011 and Comprehensive Plan Amendment CPAM 2006-0002, and directs the staff to transmit said report and a copy of this resolution to Loudoun County.

PASSED this 13th day of June 2006.


Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:


Clerk of Council

R06: Crosstrail



The Town of Leesburg
INTEROFFICE MEMORANDUM
DEPARTMENT OF PLANNING, ZONING & DEVELOPMENT

TO: TOWN COUNCIL,
PLANNING COMMISSION

DATE: JUNE 8, 2006

FROM: CHIEF, COMPREHENSIVE
PLANNING DIVISION

SUBJECT: COUNTY REFERRAL,
ZMAP 2005-0011,
CROSSTRAIL
REZONING: 2ND
SUBMISSION (REVISED);
AND CPAM 2006-0002,
CROSSTRAIL
COMPREHENSIVE PLAN
AMENDMENT

RECOMMENDATION: The staff recommends that the rezoning and comprehensive plan amendment be denied.

ISSUE: Should the County approve the ZMAP and CPAM related to the Crosstrail development?

BACKGROUND: The proposed Crosstrail rezoning applies to 491 acres within the County, directly adjacent to the Leesburg Executive Airport. The concept plan for the rezoning would allow residential, office, retail development. The Loudoun County Planning Department has referred the Crosstrail rezoning to the Town twice. In July of 2005 and January of 2006, Town staff recommended that the rezoning not be approved. Town Council adopted resolutions endorsing the staff's conclusions.

In April 2006, Loudoun County planning staff forwarded revised information pertaining to the proposed rezoning: "Crosstrail: Statement of Justification: Zoning Map Amendment" (last dated April 19, 2006), "Crosstrail ZMAP2005-0011: Proffer Statement" (dated April 19, 2006), "Crosstrail ZMAP2005-0011: Response to 2nd Referral Comments" (dated April 19, 2006), and "Response to the Second Referral for the ZMAP2005-0011 Crosstrail" (memorandum from Gorove/Slade, dated April 19, 2006).

On May 24, 2006, the County Planning Department also referred a set of proposed amendments to the Revised General Plan that would support the proposed zoning changes.

SUMMARY CONCLUSIONS: The second submission (as revised) of ZMAP 2005-0011 and the proposed CPAM 2006-0002 should be denied because of the following:

1. Residential use near Leesburg Executive Airport does not support the continued use of this community facility that is so important to the region for economic and transportation purposes.
 - The land-use and other policies of the Town Plan and the County General Plan do not support the proposed zoning map change to allow residential use of the site.
 - There has been no change in circumstances to warrant the proposed amendment to the General Plan; in fact the opposite is the case, with increased investments in the Leesburg Executive Airport and the increased accessibility to Dulles Greenway with the construction of the Battlefield Parkway and Crosstrail Boulevard interchanges.
 - The proposed amendment to the General Plan would be contrary to recent completed and planned improvements to the airport, public investments totaling \$25 million of federal, state, and Town funds to date.
2. Public utilities should be provided by the Town of Leesburg
 - The utilities policies of the Town Plan and the County General Plan do not support the proposed zoning map change to allow LCSA service of the site.
 - The additional costs resulting from LCSA's provision of utilities to the site do not support the proposed amendment to the General Plan.
 - The proposed CPAM amendment to allow water and sewer service by either the Town or LCSA leaves property owners in the JLMA without clear direction about the infrastructure necessary to develop their property.
3. Insufficient office intensity is proposed
 - The concept plan submitted with the proposed ZMAP change underutilizes the economic potential of the prime location and does not create a substantial, attractive development at this major gateway into Town.
 - The proposed CPAM amendment, by allowing residential and substantial retail development, also underutilizes a site that is a prime location for office development.
4. Too much retail use is proposed as a proportion of the total building square footage of the non-residential use and inappropriate types of uses
 - The land-use and other policies of the Town Plan and the County General Plan do not support the proposed zoning map change to allow substantial retail use of the site.
 - There has been no change in circumstances to warrant the proposed amendment to the General Plan.
5. Transportation mitigation and proffers are insufficient given the impact on the Town of Leesburg's road infrastructure
 - The land use, community facilities and services, and transportation objectives of the Town Plan do not support the proposed zoning map change to allow development without the necessary transportation infrastructure (reliance on unrealistic assumptions about improvements by others, insufficient proffers for applicant's improvements).

- The applicant should discuss Metro transit facilities consistent with transportation policies of the Town Plan and the County’s General Plan.

DESCRIPTION OF THE PROPOSAL: The total acreage of the site is 490.8 acres. The development consistent with the proposed rezoning is contained on 248 acres. The following table shows the amount and major types of uses proposed for the second submission of the ZMAP application.

The rezoning would allow the following:

PD-OP Planned Development-Office Park	69 acres	500,000 sq ft of non-residential uses
PD-TC Planned Development Town Center	112 acres	1,700,000 sq ft of non-residential uses, 570 multi-family dus
PD-IP Planned Development Industrial Park	53.4 acres	350,000 sq ft of non-residential uses (includes public use site)
PD-H4 Planned Development Housing, Age-restricted	204.5 acres	112 single family detached dus (all age restricted) 344 single family attached dus (239 age restricted) 340 multi-family dus (216 age restricted) Total includes 65 Affordable Dwelling Units (ADUs)
PD-CC-SC Planned Development-Commercial Center	31 acres	250,000 sq ft of non-residential uses
A-3	21 acres	public use/open space
TOTALS: Residential units Non-residential uses	491± acres	1,366 dus (includes ADUs) 2,800,000 square feet

The proposed CPAM would amend:

- Chapter 9, The Towns, Public Utility Policies, by adding, “The portion of Leesburg JLMA that includes the Property may be served with central utilities by either the Town or the Loudoun County Sanitary Authority”;
- Chapter 9, The Town of Leesburg Joint Land Management Area Policies by including, “Development to the west of the Airport and east of the Dulles Greenway, between the Battlefield Parkway and Crosstrail Boulevard interchanges, will be developed for mixed use including employment, housing (high density and suburban residential densities, plus adult/retirement component), retail, and public/civic uses. The land use mix (measured as a percentage of the gross land area) will generally comply with the following ratios:

Land-Use Category	Minimum Required	Maximum Permitted
Residential*	20%	50%
Office/Retail and Services	20%	50%
Light Industrial/Flex	10%	30%
Neighborhood Retail and Services	0%	10%
Public Parks, Civic and Open Space	20%	No Maximum
<i>*Residential shall include an adult/retirement housing sub-component with a minimum of 40% of the total units as adult/retirement housing.</i>		

- The Toll Road Plan by revising the property designation from “Business Employment” to “Commercial Shopping Center” on the northern half of the Property near the Dulles Greenway/Battlefield Parkway interchange.
- The Toll Road Plan, Chapter 2: Water and Sewer, Policy 6 by revising, “The town of Leesburg may provide service to the Leesburg Urban Growth Area.”
- The Toll Road Plan, Chapter 3: Land Use and Community Design, Policy 6 by adding the following language, “except for the Business Community Area west of the Leesburg Airport, between Battlefield Parkway and Crosstrail Boulevard, which shall develop as mixed use consistent with the land use ratios defined in the Revised General Plan Joint Land Area Management Policies.”
- The Countywide Transportation Plan by adding a north-bound off-ramp from the Dulles Greenway to the northern half of the property between Battlefield Parkway and Crosstrail Boulevard.
- The Countywide Transportation Plan, Appendix 1 by adding the following under R-7, Route 267 (Dulles Greenway), Description, “Ramp access for a Collector Distributor Road and off ramp between Crosstrail Boulevard and Battlefield Parkway.”

ANALYSIS AND RECOMMENDATIONS: The following is based on analysis by Town departments of the second referral submittal and subsequently revised information for the zoning change and the referred comprehensive plan amendment. The following analysis discusses the application in terms of five major points cited by staff. There is sufficient justification for recommending denial of this application.

1. Residential use near Leesburg Executive Airport does not support the continued use of this community facility that is so important to the community for economic and transportation purposes

The application has not met the primary concern regarding the Leesburg Executive Airport. The Town Plan’s policy is to discourage residential development in the “traffic flight pattern.” Within a residential living environment, aircraft operations can be a nuisance for internal noise if homeowners open their windows, as well as for exterior noise affecting enjoyment of yards and decks. This can negatively impact the airport’s role and economic contribution in the community. In some cities, residents’ noise complaints have led to closing of some small airports.

The application proposes 1,366 residential units on about one-half the area proposed for development. The Town Plan discourages residential development within the area associated with the Leesburg Executive Airport “traffic flight pattern” (see the Land Use section, Airport Area Land Use Policy Map, p. LU-26). Since the entire site is located within the “traffic flight pattern” of the airport, residential use is inappropriate on the entire site. The map is supported by Land Use objective 4.a of the Southeast Planning Sector, which states, “Implement land use categories depicted on the Airport Area Land Use Policy Map and accompanying text in order to limit the development of noise-sensitive uses, such as residences, hospitals, and convalescent homes, in areas close to the airport and subject to typical flight patterns generated by the airport.” The site is designated Regional Office, which calls for corporate headquarters, emerging technologies facilities, hotels, conference centers, and higher educational facilities, but does not permit residences. (The letter from Reed Smith to Steve McGregor, dated January 23, 2006, in response to staff comments on the second submittal of the ZMAP application, is incorrect when it claims that the Regional Office land use category for Crosstrail calls for residential uses—comment #1. The letter is also incorrect when it claims the Town Plan establishes a “no build “ zone—comment #3—since the Plan provides for office and support retail uses.)

It should be noted that the airport is currently installing an Instrument Landing System (ILS) and will soon extend its runway. These improvements at the airport will allow for increased activity, with more flights and larger aircraft. This increased use would have substantially more impacts on the proposed residential uses of the Crosstrail site.

The Town feels very strongly that this proposal directly threatens the continued use and viability of the Leesburg Executive Airport. The airport is an economic benefit to the Town and the region, generating over 600 jobs, almost \$17 million in wages, and \$ 40.5 million to the regional economy, according to a Virginia Department of Aviation study conducted in 2004. The allowance of residential uses in Crosstrail will create a situation where airport opposition is built into the project unnecessarily. Recent growth in the number of aircraft based at the airport has exceeded projected growth. Based on the waiting list for hangar space, airport staff expects the south ramp apron and hangar complex to be immediately leased out when it is constructed in 2 or 3 years and for the number of aircraft based at the airport to equal the 321 that had been projected for 2020. Airport staff estimates that currently, about 25 percent of the 231 aircraft based in Leesburg are corporate aircraft, and corporate interest in the airport continues to grow. For example, the Town has just signed a lease with a company that could base five more business jets at the airport, and airport staff is currently in negotiations with two other companies to build a hangar for their corporate aircraft.

Also, it is worth noting that there is significant federal and state investment in the airport. The Federal Aviation Administration and Virginia Department of Aviation have recently contributed 98 percent of the funding for expansion of airport buildings and acquisition of property. The federal government will be paying all of the estimated \$3 million to install the ILS system and extend the runway. If a situation were to arise that curtailed airport operations, or forced its closing, then the grant money awarded to the airport over

the years, in excess of \$23.9 million to date, would have to be repaid to the federal and state governments by the Town of Leesburg. This is a situation that could be avoided simply by not allowing residential uses next to the airport.

The concept plan for the rezoning proposes a “through-the-fence” operation on the site (private businesses on the site will have direct access to the runway through a gate in the airport’s perimeter fence). For safety and financial reasons, the Leesburg Executive Airport will not grant permission for such an activity.

In addition to protecting the airport, the Town Plan’s designation of Regional Office for the site is intended to capitalize on the advantages of the site’s location. The Town Plan’s Economic Development objective 1 calls for building upon the economic assets of the Town and region. The Regional Office designation is an extension of the similar office-development classifications in the County for the Dulles Greenway corridor; that designation supports Economic Development objective 1.d, which gives “priority to emerging technologies, corporate offices, and research and development along the eastern side of Dulles Greenway in the Urban Growth Area (UGA)/Joint Land Management Area (JLMA).” In addition, the Regional Office designation supports Economic Development objective 1.f, which encourages “office ... uses that are compatible with the Leesburg Executive Airport.” The Regional Office designation for the site was also made to help accomplish Economic Development objective 2.a, “Promote businesses that contribute to the Town’s revenues and employment that provides high wages.” Finally, the Regional Office designation, with its guidelines for site and building design (p. 51), was made to help accomplish Community Design objective 1.d, “Careful attention should also be given to the design of the gateways into Town....” No change in existing conditions has occurred that suggests that proposed General Plan amendments are more appropriate than the current policies of the Town Plan and the General Plan. In fact, with new investments in the airport and with the construction of the new Battlefield Parkway and Crosstrail Boulevard interchanges on Dulles Greenway, the current policies are even more appropriate.

2. Public utilities should be provided by the Town of Leesburg

The application states that the Loudoun County Sanitation Authority (LCSA) would serve the site with sewer and water. This is contrary to Town and County policy.

The Town’s Water and Sewer Master Plan policy is that the Town will provide sewer and water to the area in which the site is located. Similarly, objective 7 of the Community Facilities and Services section of the Town Plan applies to the site and states: “If development occurs within Leesburg’s Urban Growth Area, ...the Town retains the option whether to serve such development with Town-provided public water and sewer....”

The Loudoun County Revised General Plan includes objective 1 in the Public Utilities Policies section of Chapter 9: The Towns, which states that “The Towns will be the providers of public sewer and water in their town JLMAs [Joint Land Management areas]

unless a different provider is agreed upon by the County and the Town.” Furthermore, Water and Sewer policy 6 of the County’s Toll Road Plan states, “The Town of Leesburg will provide service to the Leesburg Urban Growth Area.” The LCSA has no plans that include water and sewer service to the Crosstrail site.

We note that water and sewer service to the site would cost considerably more if it is served by LCSA rather than by the Town. An extension of the Town’s water lines to the site could be accomplished simply by extending the existing lines from Sycolin Road about 1,000 feet (at a cost of approximately \$250,000) versus 7500 feet of pipeline from LCSA service south of Goose Creek costing approximately \$2.5 million. Similarly, a \$8.2 million extension of the Town’s sewer lines (serving the entire modified Lower Sycolin Sewershed) would contrast with construction costing about \$11 million to provide LCSA service (to only the Crosstrail and Ridgewater Park developments). Even though these costs would not be borne by either the County or the Town, they would be incurred by the developer and eventual residents/businesses. Water and sewer service by LCSA would unnecessarily inflate the cost of housing and the cost of doing business in that development. Additionally, utility service from the Town would be available in 2008; we do not know how long it would take for LCSA to design and construct the lengthy and environmentally sensitive extensions needed to serve the Crosstrail site.

Provision of water and sewer service to the Crosstrail site by LCSA rather than the Town suggests that LCSA should serve the remainder of the JLMA. In response to this the Town would probably construct a smaller water tank on the Fire and Rescue site than has been planned. The County may have to delay its construction schedule for new facilities in the Loudoun County Government Support Center so that an LCSA system for that area can be designed and built. And as mentioned above, LCSA would have to design and construct additional pipes, pump stations, etc. to serve properties other than Crosstrail in the JLMA.

It is important to note that the proposed CPAM regarding the option of serving the site by either the Town or LCSA is, in effect, not planning. Both the Town and LCSA have policies that clearly identify responsibility for providing service in the JLMA. That policy has been the basis for planning utility systems up to now, including the Town’s design of its water and sewer plants and the design of proposed infrastructure for Bolen Park in particular and the area in general. Leaving service as an option only postpones a decision and leaves all property owners in the JLMA unclear about how and when they may develop their properties.

Finally, it should be noted that the School Board apparently is willing to accept the school site included with this application located on the western side of the Dulles Greenway near the proposed interchange with Crosstrail Boulevard (outside of the JLMA). The site is within the service area of the Town’s Utilities Master Plan. Even though the Town has a policy not to extend service west of Dulles Greenway, the Town would accept this extension for a public facility, with design and construction costs proffered by the applicant.

3. Insufficient office intensity

The Land Use Policy Map in the Town Plan designates the Crosstrail site for the Regional Office land use category. The intent of that classification include: to help meet the need for a broad spectrum of local and regional employment that offer high-paying jobs and supports a balanced tax base; and to encourage development along the major gateway corridors into Town that is compatible with adjacent uses (p. 50). To accomplish that intent, the primary uses for the Regional Office category are offices, including corporate headquarters, emerging technologies facilities, other public and private sector office uses, hotels, conference centers, and higher educational facilities and other major office users. Intensity of development is also important to achieving the intent of Regional Office: the Town Plan sets out a minimum floor area ratio (FAR) of 0.35 (the only land use classification with a minimum FAR), while allowing up to 1.0 FAR

The concept plan proposes a floor area ratio of 0.25 in the non-residential portions of the site, and proposes only residential use on another 194 (non-floodplain) acres. This is too little development on too much land. (The letter from Reed Smith to Steve McGregor, dated January 23, 2006, in response to staff comments on the second submittal of the ZMAP application, is incorrect when it claims that the Regional Office land use category for Crosstrail calls for up to 50 percent of the development to be retail and residential uses—comment #1.) The proposal underutilizes the economic potential of the prime location and does not create a substantial, attractive development at this major gateway into Town. (It may be that the market will not provide for the planned Regional Office on this entire site for a number of years. Since the Plan is designed for a twenty-year timeframe, development should not occur that underutilizes the site's long-term potential.)

Likewise, the proposed CPAM squanders the economic potential of the site by encouraging residential and substantial retail development of the site. As mentioned in #1, above, the Regional Office designation of the site supports several policies (for land use, economic development, and community design) of the Town Plan. Nothing has changed since the adoption of the Town Plan in September 2005 (or the Revised General Plan in 2003) that suggests those policies are inappropriate. In fact, the opposite is the case, with the increased economic potential of the airport as a result of recent and planned investments and with the increased accessibility to the site as a result of the Battlefield Parkway and Crosstrail Boulevard interchanges on Dulles Greenway.

4. Too much retail use as a proportion of the total building square feet of the non-residential use and inappropriate types of retail

Retail use in the Regional Office category is limited to no more than 20 percent of the total building square feet (p. 50). The intent of these guidelines is to ensure that office uses are the primary land use at this important location and that retail does not occupy significant amounts of land. The applicant has proposed almost one-half the total non-

residential building area—900,000 square feet of 2,000,000 square feet—on the site for retail use. This is about double the maximum of the Regional Office category.

In addition, the retail and service uses in the Regional Office category are meant to serve only the daily retail and services needs of people associated with the primary office development and should be designed within office buildings or within easy walking distance from primary office buildings. The intent is not to have regional or community shopping areas on land envisioned for major office development. Most of the proposed retail space, such as the multi-plex theater and the 20,000-30,000 square foot buildings would require customers from a large market area. Also, a 275,000-square-foot community shopping center is proposed. The Town Plan locates such regional and community retail in other, more appropriate areas. (The description of the Town Plan in the Statement of Justification, p.2, is incorrect when it claims that the Town Plan calls for a Community Commercial area near the Crosstrail site.)

Circumstances have not changed so that the proposed CPAM would be appropriate. Even if the proposed residential uses were to be approved, the proposed “town center” and community shopping center would be inappropriate retail uses because the former depends on a regional market area and the latter is poorly located to serve the proposed residences.

5. Transportation mitigation and proffers are insufficient given the impact on the Town of Leesburg’s road infrastructure

The Town Plan includes several objectives that address the need for development to provide the infrastructure required by that development. Land Use objective 4 states, “Ensure that development is approved only if adequate community facilities exist”; and objective 4.b more specifically states, “Obtain a fair share contributions for community facilities—such as...transportation...—in the development review process.” This general directive is repeated in Community Facilities and Services objective 3. In addition to calling for cooperation with the County “to better coordinate land use and transportation planning towards implementing a more sustainable transportation system” (objective 2.c), the Transportation objectives 7.a and 7.c also addresses the need to seek “proffers and conditions of approval to mitigate the transportation impacts, based on site-specific traffic impact analyses and the “Off-site Transportation Cost Data” table (Appendix B). These policies are consistent with the County’s Fiscal Planning and Budgeting policy 4 of the Revised General Plan and Proffer policy 1 of the Countywide Transportation Plan. That consistency extends to a Towns, Growth Management policy 4 that states, “The County will coordinate with the Towns on rezonings and subdivision development within the areas surrounding the Towns and in designated JLMAs regarding the provision of...public facilities.” The proposed zoning change fails to meet these objectives.

According to the applicant’s traffic study, development as shown in the concept plan will result in 51,627 average daily trips at build out in 2020; to put this in perspective, that is equivalent to current traffic volumes on the Route 7/15 Bypass today.

The impact analysis concludes that an acceptable level of service “D” at build-out plus 20 years can be obtained with the following improvements. (Staff did not have a complete traffic impact analysis and cannot verify that the proposed road improvements will provide the required level of service.)

- Ten lanes on Route 7 (East Market Street) at Battlefield Parkway;
- Four lanes on Sycolin Road from Crosstrail Boulevard to the Route 7/15 Bypass;
- Flyover bridge at Sycolin Road and Route 7/15 Bypass;
- Four lanes of Battlefield Parkway from Route 7 to Evergreen Mill Road;
- Four lanes on Evergreen Mill Road from Shreve Mill Road to Route 15;
- Four lanes on Route 15 from Evergreen Mill Road to Woodlea Drive.

We note that:

- A ten-lane section for Route 7 is not part of the transportation plans of the Town, the County, VDOT, or the Northern Virginia Transportation Authority.
- Except for a portion of Battlefield Parkway, none of these improvements is budgeted by the Town, the County, VDOT, or the Northern Virginia Transportation Authority.
- The “first priority” list of five road improvements, toward which the cash contributions proposed in the applicant’s proffer statement would go, does not include the improvements to Route 7, Evergreen Mill Road, or Route 15.
- The proffered list of improvements does include one project that is not identified as necessary improvements in the traffic impact study—Shreve Mill Road between Dulles Greenway and Evergreen Mill Road.
- The proffered list of improvements also includes one project that is already funded by others—Battlefield Parkway from Kincaid Forest Boulevard to Route 7.
- The proffered cash contribution totals \$7,950,000, which is insufficient to pay for the needed improvements or the “first priority” list.

In addition, we note that Crosstrail Boulevard from Sycolin Road (realigned) to the northern side of Tuscarora Creek is not included on the impact study’s list of needed improvements or the “first priority” list. The traffic study included in the first submission did include this as a necessary improvement; however, that was eliminated from the second submission’s traffic study, which resulted in the need to expand Route 7 to 10 lanes. As noted above, that width for Route 7 is not in any agency’s transportation plan and is not in keeping with the character of the Town. That proposed improvement should not be accepted in the impact study as part of the road network. Instead, the applicant should provide a revised impact study that includes that section of Crosstrail Boulevard and estimates the cost of all the needed improvements.

Furthermore, we note the unacceptably small amount of funding that has been proffered. As mentioned above, the proffered amount does not begin to pay for the needed improvements or the “first priority list. According to the “Off-site Transportation Cost Data” table, Appendix B to the Town Plan, the proffered amount for the proposed development should be approximately \$21,350,790 (please see page 4 of attached memo from William Ackman and Calvin Grow).

Finally with regard to the proffered road improvements, the proffer statement provides no way to transfer funds to the Town to assist in construction of the needed improvements or the “priority list.” This is unacceptable since essentially all of the identified roads are within the Town.

Beyond issues with the proffers, the proposed zoning change does not address the opportunity to address transit proposed in the Dulles Greenway corridor. The Town Plan acknowledges a long-term vision for public transit in Transportation objective 4.b, “Coordinate with Loudoun County and the Virginia Regional Transportation Association (VRTA) to target nodes for potential transit oriented development within the Town that complements future enhanced bus transit or rail transit planned for the Dulles Greenway and Route 7 corridors...” This is echoed in the Revised General Plan, the Towns, Leesburg Joint Land Management Area policy 10, “The County supports the future study of extending the Dulles Corridor Bus Rapid Transit (BRT)/Rail project to Leesburg.” Although Metro is busy concentrating on extending the Orange Line to Dulles Airport, these objectives should not be dismissed. The Crosstrail site is one of a very few sites that might be suitable in Leesburg. Nor should the objectives be ignored. It is clear from this proposal that continued reliance on automobile accessibility is not sustainable (as additional development occurs in the UGA/JLMA, Transition Area, and Rural Area, not to mention farther west and north). It would be prudent to discuss ways to develop the Crosstrail site so that a portion of it (the northern Virginia Metro stations average approximately 20 acres) can accommodate transit when it arrives in the future in Leesburg.

Finally, several other transportation issues should be addressed:

- The applicant should analyze and realign the north-south connector road so that it does not cross the airport property and create a conflict with the proposed instrument land system. This should include an analysis of the ramp from the Greenway to Battlefield Parkway.
- The location of the Crosstrail Boulevard connection to Sycolin Road in the traffic impact study is not consistent with the connection shown on the concept plan.
- The applicant will need to obtain permission from TRIP II (Greenway owners) and the Commonwealth Transportation Board to construct a slip ramp from the Greenway through a limited access line into the Crosstrail development.
- The applicant should revise his concept plan to include the design and construction of the realigned, ultimate four-lane section of Sycolin Road along the property frontage, consistent with the Roadway Network Policy Map.
- The applicant must demonstrate that the phasing and trip generations produced by the different uses mirrors what is shown on the concept plan.
- The concept plan should be revised so that Sycolin Road at the southern end of the airport is realigned to be consistent with the Roadway Network Policy Map of the Town Plan. This should include its connection with proposed Crosstrail Boulevard.

If the proposal is deemed to be acceptable even though it does not fulfill Plan objectives regarding office intensity, retail and residential use, as well as transportation

infrastructure, a number of revisions should be considered to meet Town Plan objectives. Consistent with numerous Town Plan objectives to encourage appropriate development within the UGA/JLMA, the following issues should be addressed.

Site Design: Design issues are extremely important in this area designated for major office development and serving as a major gateway into Leesburg. Because of this significance, the Town Plan includes numerous guidelines for site and building design for the Regional Office category (pp. 500-51).

Town Center (northern portion of site): The 113 acre Town Center, which includes the area closest to the Greenway/Battlefield Parkway interchange, is too spread out (over 3,500 feet from end to end) to promote walkability. There should at least be considerably more clustering of office and retail structures to form a walkable unit. Ideally, these uses should be designed in a compact, Main Street format using the block design to promote the highest degree of walkability. A cohesive architectural treatment should be provided for the Town Center. Color elevations should be provided to demonstrate this concept.

The proposal shows surface parking oriented to the north-south collector road and the Dulles Greenway in the Town Center area. The non-residential structures should be oriented to sidewalks along the north-south collector road with parking structures located centrally in blocks serving office and retail uses on the perimeters of the blocks. This type of building relation to parking structure promotes walkability and provides an attractive urban landscape along the major roadway through the site. Similarly, office buildings should be located closest to the Greenway with parking structures located on the interior portions of the blocks.

The design of the area at the northern end of the site with four two-story office buildings surrounded by surface parking presents a weak visual impression at an important entry point to the site from a major Greenway interchange. One or two signature office buildings that are served by parking structures and attractive landscaping should be provided instead.

The applicant should demonstrate that the Town Center has 10 percent of its area planned for open space amenity to be located and designed for the use of people associated with the office development. This should include land that is outside of any areas that are for green infrastructure, landscaped buffer areas or areas separating parking spaces or buildings from sidewalks.

A comprehensive lighting and signage plan should be provided as part of the rezoning and appropriate proffers to ensure an integrated design.

Residential Area (southern portion of site, west of collector road, north of Crosstrail Boulevard): The bulk of the residential area, the active adult area that is gated, is largely separated from the other major portions of the site: the Town Center in the north, the non-residential use area between the airport and the north-south collector road, and adjacent residential areas. The gated character of the area is one means of separation. Open,

public streets should serve this residential area and additional street, sidewalk and trail connections should be made to the adjacent residential area and the north-south collector road so that retail and community facilities in both areas are more accessible via secondary circulation routes. This should be done even if more green infrastructure areas need to be traversed by public streets. More connections will also facilitate multimodal—including bus—access within the entire site. All of this would help reduce automobile trips on the north-south collector road.

Some residential development is shown within an area where exterior highway noise levels exceed those allowed, according to Town Plan objectives. There may be excessive interior noise levels in some instances, as well. The Plan encourages development in which residential use, or other noise-sensitive uses, to be located outside noise impacted areas.

Other Areas (south of Crosstrail Boulevard and east of north-south collector road): The community shopping center located south of Crosstrail Boulevard should be relocated so that it is more accessible from the residential development west of the north-south collector road and north of Crosstrail Boulevard. Multimodal access and circulation should be designed in a way that integrates the shopping center fully into the residential area and maximizes walkability.

Some of the non-residential uses along the north-south collector have the appearance of highway-oriented strip type of design. This should be rectified. The ballfields and the fitness center should have direct public access to the public street system and appropriate public support facilities (e.g., restrooms).

In summary, the Town Center should be designed as a more concentrated, cohesive, walkable unit. All portions of the site should be served with a connected public street and sidewalk/trail system that provides maximum ease of circulation within the site. The Town Center should provide more attractive views for the north-south collector and the Dulles Greenway. The street system in the residential area south of the Town Center should be redesigned to provide internal connections and to relieve traffic pressure on the north-south collector road. The retail uses on the southern end of the site should be relocated and redesigned for the same purposes.

Heritage Resources: Heritage Resources objective 3 of the Town Plan calls for impacts on historic and archeological resources to be identified and mitigated during the review of development proposals. The applicant has identified three historic resources that will be impacted by this project: the Hawling Farm Complex (VDHR #53-0014), the Haines Farm Complex (VDHR #53-1093), Shreve Mill Tail Race. The number and complexity of historic resources impacted by this project warrant the need for a Cultural Resources Management Plan (CRMP).

The applicant should provide a CRMP, which would provide a more objective analysis of the options for preservation of the historic resources on the site. It enables informed decisions based on the most appropriate treatment for the resources while providing

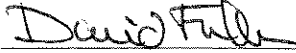
options or opportunities not previously considered. For example, it might be feasible and beneficial for the applicant to complete a partial demolition of the Haines house and preserve only the original one-story stone portion of the dwelling. Its location near the springhouse and the swimming pool in the age-restricted community could make it an attractive landscape feature. Because it is unusual to preserve secondary resources while demolishing the primary resource associated with a site, partial preservation of the Haines house is consistent with accepted preservation practices. Such a compromise could serve the goals of the applicant while more effectively accomplishing preservation goals. The CRMP should also include information on options for interpretive signage throughout the site. Options presented in the CRMP should be decided upon as part of the rezoning application so that appropriate proffers can be made.

Natural Resources: The second submission of the proposal has been designed with preservation of natural systems in mind as was the first submission. It has slightly more natural resources protection than the first submission in most instances but still does not include a comprehensive plan for restoring tree canopy on disturbed areas and open space areas throughout the site, according to the Plan's natural resources objectives (objectives 3.b, 3.c, 3.f and 5.b).

Parks and Recreation: Parks and Recreation objective 1.b of the Town Plan calls for an analysis of development applications to provide needed park and recreation facilities; and objective 4 calls for a balanced and adequate distribution of active recreation facilities throughout the Town. The proposed 8-acre park and ball field is not of sufficient size and does not have sufficient public access. The park facility should be at least 20 acre to serve the recreation needs of the residents proposed for this site. The 20- acre public park should provide such facilities as a baseball/softball field, soccer field, tennis courts, basketball courts, picnic area and pavilion, restrooms, open play areas and sufficient automobile and bicycle parking. The park is poorly located west of the north-south collector road, where residences are proposed; alternatively, public road access to the facility and a signalized pedestrian crossing of the collector should be provided.

The proposal will generate as many as 3,000 residents. Those residents will likely have an impact on the recreation center at Ida Lee Park. Developers of other recent projects have proffered between \$500 and \$1,000 per dwelling unit toward the future expansion of that facility. The applicant should consider making a contribution to the future expansion of the Ida Lee facility.

Finally, the second submission does not include several multi-use paths that are indicated in the Comprehensive 20-Year Parks, Recreation, Open Space, Trails, and Greenways Master Plan and in the Bicycle/Pedestrian Facilities Policy Map in the Town Plan. Those paths on site follow Sycolin Creek, Sycolin Road (reconstructed section); also the proposed path along the unnamed branch of Sycolin Creek should be extended across the Dulles Greenway to the proposed school site. These paths, as well as other proposed multi-use paths, should be at least 10 feet wide, rather than the proposed 8 feet.



David Fuller, AICP

Attachment: Memorandum from William Ackman and Calvin Grow



The Town of Leesburg
INTEROFFICE MEMORANDUM
DEPARTMENT OF ENGINEERING & PUBLIC WORKS

TO: Scott E. Parker, Senior Planner DATE: June 1, 2006

FROM: William R. Ackman, P.E., Chief of Engineering RE: Loudoun County Zoning Change – Crosstrail Development **UPDATED COMMENTS**

Calvin K. Grow, P.E.
Transportation Engineer

RECOMMENDATION: We recommend that the Department of Planning, Zoning and Development forward the comments listed below to the Loudoun County Planning staff. The applicant has not sufficiently addressed the comments from Calvin K. Grow, P.E. and Dennis B. Darnes, P.E. dated January 5, 2006.

ISSUE: What transportation improvements should the Town seek as part of this application?

BACKGROUND:

The Crosstrail proposal is for a mixed-use town center concept (e.g. retail, office, single family attached and detached residential, age-restricted housing, office airport related uses) and civic uses (e.g. park, church, daycare center and an elementary school site) on 532.42 acres at the eastern edge of the Dulles Greenway between the planned interchanges of Battlefield Parkway and Crosstrail Boulevard, and west of the Leesburg airport.

The Department of Engineering and Public Works (DE&PW) has completed a review of the following information submitted by the Applicant in support of the above referenced development. Adjacent intersections were analyzed to determine existing and future levels of service.

Information received by DE&PW on May 25, 2006:

- | | |
|---|-----------|
| 1. Crosstrail Proffer Statement | 4-19-2006 |
| 2. Referral Request Regarding a Comprehensive Plan Amendment for Crosstrail | 5-24-2006 |
| 3. Crosstrail Response to 2 ND Referral Comments | 4-19-2006 |
| 4. Crosstrail Statement of Justification | 4-19-2006 |

5. Response to the Second Referral for the ZMAP 2005-0011 Crosstrail
Prepared by Gorove/Slade Associates, Inc. 4-14-2006
6. Traffic Impact Study
Prepared by Gorove/Slade Associates, Inc. 4-14-2006

Information received by DE&PW on May 31, 2006

1. Letter from Michael A. Banzhaf to Steve McGregor 1-23-2006

Comments on the Zoning Change - CROSSTRAIL

June 1, 2006

1. (P) The applicant must demonstrate how Crosstrail Boulevard will connect with Route 7. To date, no information has been included in this or previous submissions of this application to address this specific transportation concern. Specifically, neither this nor the previous versions of this application extend Crosstrail Boulevard any further than its intersection with Sycolin Road. This is a major concern as the Traffic Impact Study dated 11/3/05 required the extension to Route 7 to be in place to support a traffic level of service "C" by 2020. In an attempt to show alternatives to building Crosstrail Boulevard to Route 7, the latest traffic study dated 4/14/06 makes unrealistic assumptions that have no basis for funding / construction (please reference comment 2 below) and is therefore unacceptable to the Town of Leesburg.

To summarize, the applicant shall design and construct the section (four lanes, divided) of Crosstrail Boulevard from the proposed interchange "by others" at the Dulles Greenway to Route 7 consistent with the recommendations of the Crosstrail Traffic Impact Study dated 11/3/05 and the realigned, ultimate four lane section of Sycolin Road along the property frontage.

2. (N) The following road improvement assumptions have been made in the Traffic Impact Analysis dated 4/14/06:
 - Ten (10) lanes on Route 7 (East Market Street) at Battlefield Parkway (not part of VDOT, Loudoun County or Town Plans)
 - Four (4) lanes on Sycolin Road from Crosstrail Boulevard to the Route 7/15 Bypass
 - Four (4) lanes on Evergreen Mill Road (Route 621) from Shreve Mill Road to Route 15 (South King Street)

- Four (4) lanes on Route 15 (South King Street) from Evergreen Mill Road to Woodlea Drive
- Flyover bridge at Sycolin Road and the Route 7/15 Bypass
- Four (4) lanes of Battlefield Parkway from Evergreen Mill Road to Route 7 (East Market Street)

The above noted road improvements must be constructed by the year 2020 in order to operate at an acceptable level of service “D” at the project build-out plus twenty (20) years of the Crosstrail development.

3. (N) As stated above, the applicant, via the Traffic Impact Study dated 4/14/06, has made unrealistic assumptions and expectations with regard to roadway improvements being in place (especially since it requires them to be paid for and constructed by others) that will allow for the elimination of the construction of Crosstrail Boulevard from the Greenway to Route 7. Specifically, *neither* the Town Plan nor the Town’s current Capital Improvements Projects (CIP) program identifies or provides funding for these proposed improvements. We are also unaware of any VDOT projects or private landowners that are planning to fund, design and construct these road improvements.

4. (N) *Under the current proffer, the applicant agrees to provide a per unit contribution as shown:*

\$5,000.00 per unit x 1,366 units = \$6,830,000.00 (residential)

\$0.40 per square foot x 2,00,000.00 square feet = \$1,120,000.00 (non-residential)

Total contribution (as currently proffered) = **\$7,950,000.00**

If the re-zoning were within the existing Town of Leesburg corporate limits, the Town Plan would require off-site transportation contributions (for a rezoning in the magnitude of the Crosstrail development) in accordance with the following calculations:

\$2,218.00 per dwelling unit x 1,366 units = \$3,029,788.00

\$26,147.00 per 1,000 square feet x 2,800,000.00 square feet = \$73,211,600.00

Total contribution (as should be proffered) = **\$76,241,388.00**

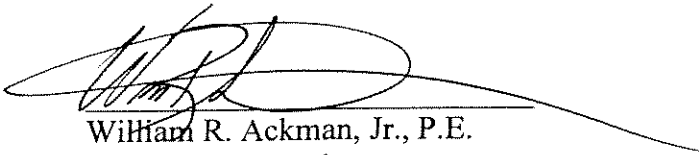
The difference between what the applicant is offering for a transportation contribution and what the Town would require from a developer on a Town project is \$68,291,388.00. Further, Crosstrail’s transportation proffer of \$7,950,000.00 would be allocated to Loudoun County not the Town of Leesburg where the transportation needs

associated with this development is the greatest. *To put the traffic impact in perspective, the traffic studies provided by the applicant for the Crosstrail development at build out would generate 51,627 average daily trips (ADTs) which matches "today's" traffic volumes on the Route 7/15 Bypass every day.*

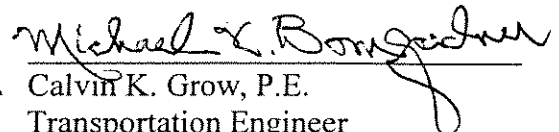
5. (N) The Traffic Impact Analysis is incomplete as the Highway Capacity Software (HCS) sheets were not included in the submission. Therefore, the Town can not adequately review and verify that the proposed road improvements will provide the required levels of "C" per approach at project build-out.
6. (N) The location of the Crosstrail Boulevard connection to Sycolin Road in the Traffic Impact Analysis is not consistent with the connection shown on the Rezoning Plan.
7. (N) The applicant will need to obtain permission from TRIP II (Greenway owners) and the Commonwealth Transportation Board (CTB) to construct a slip ramp from the Greenway through a limited access line into the Crosstrail development.
8. (N) The applicant shall analyze and realign the Airport Access Connector Road so that it does not cross the Airport property and create a conflict with the proposed automated Instrument Landing System (ILS) under design at the Leesburg Executive Airport. We recommend that the applicant work with VDOT and TRIP II on the relocation of the Connector Road and develop language and agreements that would eliminate the proposed loop ramp from the Greenway to Battlefield Parkway if the Airport Access Connector Road is relocated off of airport property and Crosstrail ramps accessing the Greenway are approved with this re-zoning application.
9. (P) In addition to showing the proposed intersection of Crosstrail Boulevard with the existing Sycolin Road, the Applicant must also show the anticipated relocation of Sycolin Road as necessitated by the Airport expansion plans including the lengthening of the existing runways. To date, no information has been included to show the connection of relocated Sycolin Road (per Airport improvements) and proposed Crosstrail Boulevard. Current configuration shows the four lane divided section of Crosstrail Boulevard ending abruptly at unimproved Sycolin Road. The applicant shall revise the ZMAP to include the design and construction of the realigned, ultimate four lane section along the property frontage.
10. (P) The applicant must demonstrate how the site will be served with utilities from the Loudoun County Sanitation Authority or the Town of Leesburg. The applicant shall provide additional information that shows that the proposed utility arrangement is feasible and will operate in accordance with the LCSA and/or Town design criteria. Special agreements may be required in accordance with current Loudoun County Policies as well as County/Town annexation agreements associated with water and sewer extensions within the Town of Leesburg's Urban Growth Areas.

11. (P) There are road improvements listed in Proffer "IV Transportation, Section C" required by all versions of the Traffic Impact Study (submitted to date) and listed in the Proffer Statement that do not currently have public or private funds assigned. Furthermore, this Proffer provides no way to distribute or transfer funds to the Town of Leesburg to assist in the construction of roads necessary to obtain the required level of service "C" according to the applicant's Traffic Impact Study.
12. (N) The applicant must demonstrate that the phasing and trip generations produced by the different uses mirrors what is shown on the concept plan.

Based upon the issues noted within this document, we recommend that the Department of Planning, Zoning and Development forward the aforementioned comments to the Loudoun County Planning staff with a recommendation of denial.



William R. Ackman, Jr., P.E.
Chief of Engineering

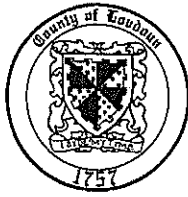


for Calvin K. Grow, P.E.
Transportation Engineer

(P) – Previous comment

(N) – New comment

Cc: Director of Engineering and Public Works
Director of Planning, Zoning and Development
Zoning Administrator



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, June 3, 2008 at 9:00 a.m.

IN RE: INITIATION OF ZONING MAP AMENDMENT FOR THE CROSSTRAILS
PROPERTY

RESOLUTION

WHEREAS, the property known as "Crosstrail" is located in the unincorporated area of the County of Loudoun, adjacent to the Town of Leesburg;

WHEREAS, the portion of Crosstrail lying east of the Dulles Greenway is adjacent to the Leesburg Municipal Airport;

WHEREAS, the County previously zoned the Crosstrail property for low density development consistent with the lack of central utilities, the proximity to the airport, the character of the area, lack of access to the Dulles Greenway, and adjacent planned uses in the Rural and Transition Policy Areas under the 2001 *Revised General Plan*;

WHEREAS, the owner of the Crosstrail property submitted a zoning application in 2005 that proposed developing the property for a mix of uses, including a substantial residential component of over 1000 units;

WHEREAS, the County's comprehensive plan provided that the Town would be the eventual utility provider for the Crosstrail property;

WHEREAS, the County denied the Crosstrail rezoning application because, among other reasons, it did not conform to the comprehensive plan in many respects, it requested inappropriate and unacceptable modifications to numerous Zoning Ordinance requirements, and it included a substantial residential component incompatibly located adjacent to the airport and inconsistent with the long-term economic development goals of the County and Town;

WHEREAS, the Town of Leesburg is willing to provide central utilities to the Crosstrail property for appropriate commercial development and to negotiate an agreement to annex that property into its corporate limits;

WHEREAS, the Dulles Greenway has recently completed construction of the Battlefield Parkway and Shreve Mill Road interchanges, significantly improving access to the property;

WHEREAS, the Town and County wish to ensure that the zoning of the Crosstrail property promotes economic development along this portion of the Dulles Greenway and allows appropriate non-residential uses that are compatible with the Leesburg Municipal Airport;

WHEREAS, the PD-IP (Planned Development-Industrial Park) zoning classification provides a range of non-residential uses, including office park uses and is consistent with the County and Town comprehensive plans for the portion of the Crosstrail property lying east of the Dulles Greenway, considering among other factors the recently constructed access to the Greenway and the willingness of the Town to provide utilities; now, therefore,

BE IT RESOLVED that the Board of Supervisors hereby initiates a rezoning of the following property to the PD-IP (Planned Development-Industrial Park) classification:

The property designated Parcel Identification Number (PIN) 234388113; and

That portion of the property designated PIN 235201246 lying east of the Dulles Greenway (specifically excluding the portion west of the Greenway, which will retain its AR-1 classification).

BE IT FURTHER RESOLVED that this zoning action is referred to the Planning Commission and that the Planning Commission is requested to conduct its public hearing and make its recommendation to the Board as soon as possible, but no later than 90 days from the approval of this Resolution; and


BE IT FURTHER RESOLVED that the initiation of this zoning map amendment is required by the public necessity, convenience, general welfare and good zoning practice, and is in furtherance of the comprehensive plan for the County.

Moved by Supervisor Kurtz.

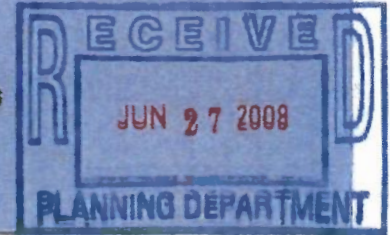
Seconded by Supervisor Burk.

Voting on the Motion: Supervisors Buckley, Burk, Burton, Delgaudio, Kurtz, McGimsey, Miller, Waters and York - Yes; None - No.

A COPY TESTE:


DEPUTY CLERK FOR THE LOUDOUN
COUNTY BOARD OF SUPERVISORS

County of Loudoun
Office of Transportation Services
MEMORANDUM



DATE: June 27, 2008
TO: Rodion Iwanczuk, Project Manager
Department of Planning
FROM: Lou Mosurak, AICP, Senior Transportation Planner *LM*
SUBJECT: ZMAP 2008-0009 — Leesburg West JLMA
First Referral

Background

This application, initiated by the Board of Supervisors on June 3, 2008, proposes to rezone approximately 434 acres from JLMA-20 to PD-IP for development of by-right uses within the PD-IP district. As part of its resolution initiating the application, the Board requested that the Planning Commission make a recommendation on the proposed rezoning within 90 days. The site is currently vacant and is located east of the Dulles Greenway (Route 267), west of Sycolin Road (Route 643) and Leesburg Executive Airport, north of Shreve Mill Road (Route 653) and south of Battlefield Parkway. The Leesburg Corporate Limits are adjacent to or are in close proximity to the site on the east, north, and northwest. A vicinity map is provided as *Attachment 1*. Access to the site is currently available via Battlefield Parkway, Shreve Mill Road, and Sycolin Road (south of the Leesburg Executive Airport). Access to the area from the Dulles Greenway is provided via recently-constructed interchanges at Battlefield Parkway (Exit 2) and Shreve Mill Road (Exit 3).

In its consideration of this application, the Office of Transportation Services (OTS) reviewed materials received from the Department of Planning on June 18, 2008, including (1) a cover/information memorandum; (2) the June 3, 2008 Board of Supervisors resolution of intent to amend the zoning map for this property, and initiation of this rezoning application; (3) a referral cover memorandum; and (4) site vicinity and existing conditions maps.

Existing, Planned and Programmed Transportation Facilities

Major roadways serving the site are described below. References to the 2001 Revised Countywide Transportation Plan (2001 Revised CTP) are taken from CTP Appendix 1 (Design Guidelines for Major Roadways). Planned and/or ongoing design and construction projects are noted where applicable.

Dulles Greenway (Route 267) is a private toll road classified by the 2001 Revised CTP as a limited access principal arterial. It runs from the Leesburg Bypass south and east to Dulles Airport, where it connects with Route 28 and the Dulles Toll Road. The Greenway is currently constructed to its ultimate six-lane divided (R6M) condition, with full-movement

interchanges at a number of locations, including the Leesburg Bypass (Exit 1), Battlefield Parkway (Exit 2), and Shreve Mill Road (Exit 3).

Battlefield Parkway is a partially-completed urban roadway which, when completed, will form an eastern "loop" through the Town of Leesburg, ultimately running from North King Street (Business U.S. Route 15) near Ida Lee Park to South King Street (U.S. Route 15) opposite Meade Drive. In the vicinity of the subject property, Battlefield Parkway has been constructed and is open to traffic from Evergreen Mills Road (Route 621) east to Kincaid Boulevard, with a full-movement interchange at the Dulles Greenway. This segment of Battlefield Parkway is currently a two and/or four-lane facility, and, according to the Town of Leesburg, is ultimately planned to be widened to a six-lane divided (U6M) facility. Battlefield Parkway has replaced Tolbert Lane as the connection between Evergreen Mills Road and Sycolin Road. The segment of Battlefield Parkway between Kincaid Boulevard and East Market Street (Route 7) is currently under construction by VDOT, and is anticipated to be completed and open to traffic by 2010. The segment of Battlefield Parkway between South King Street and Evergreen Mills Road is to be constructed by the Town of Leesburg and is anticipated to be completed and open to traffic by 2011.

Sycolin Road (Route 643) provides a connection between the Route 15 Bypass in Leesburg and Belmont Ridge Road (Route 659) in Ashburn. Within the Town of Leesburg, the road is generally a two-lane section, though improvements (described below) are underway to widen the road to a four-lane divided (U4M) facility. The 2001 Revised CTP currently designates the segment south of Battlefield Parkway to Route 659 in Ashburn as a minor collector, with planned ultimate improvements to a four-lane divided (U4M) facility and reclassification of the roadway to a major collector.

Currently, there are three separate projects which propose improvements to various segments of Sycolin Road between the Leesburg Bypass and Route 659. In order from north to south, these are:

- Town of Leesburg Project – The Town of Leesburg is currently designing and constructing improvements to widen Sycolin Road to a four-lane divided (U4M) section from the Leesburg Bypass to the southern Town Limits. Construction is underway between Battlefield Parkway and Tolbert Lane. According to the Town of Leesburg, design work for Phase III of the Town Project (from just south of Tolbert Lane to the Town Limits) has been completed, but no construction funds have been identified.
- Loudoun County Project – The Loudoun County Office of Capital Construction (OCC) has completed the design for improvements to widen an additional segment of Sycolin Road from the Town Limits south for approximately ½ mile, to a point just beyond the future intersection with the Bolen Park Access Road. This widening includes turn lanes and other improvements at the intersection of Sycolin Road and Loudoun Center Place. The County's Sycolin Road improvements were necessitated in large part due to the future development of Phil Bolen Park; the Leesburg Park and Ride Lot (located on the Bolen Park Access Road); and additional development within the County support complex. Full

construction funds have been identified, and OCC advises that the project will be bid in the near future, with construction anticipated to be completed by mid-2009.

- **VDOT Project** – The Virginia Department of Transportation (VDOT) is currently designing improvements to complete a paved two-lane (R2) section of Sycolin Road for each of the two remaining unpaved segments of roadway (totaling approximately 1.3 miles) between the Leesburg Town Limits and Route 659 in Ashburn. The project is included in VDOT's Secondary Six-Year Plan, and construction funding has been identified. The project is expected to be bid in October 2008, with construction completed by the end of 2009.

Shreve Mill Road (Route 653) is a one- to two-lane unpaved local road which traverses the southern portion of the site, providing a connection between Sycolin Road and Evergreen Mills Road. There is a low-water crossing of Sycolin Creek, as well as a full-movement interchange at the Dulles Greenway. The portion of the roadway that is part of the interchange bridge and adjacent approaches on either end of the bridge are paved.

Crosstrail Boulevard (Route 653 Relocated) is identified by the **2001 Revised CTP** as a future major collector roadway, which will eventually run from East Market Street (Route 7) opposite River Creek Parkway to Evergreen Mills Road (Route 621). The segment east of the Dulles Greenway is planned as an ultimate six-lane (U6M) divided roadway, while the segment west of the Dulles Greenway is planned as an ultimate four-lane divided (U4M) roadway. Crosstrail Boulevard will utilize the existing U6M bridge over the Dulles Greenway at the Shreve Mill Road interchange. Crosstrail Boulevard, on its planned alignment, will essentially replace existing Shreve Mill Road between Evergreen Mills Road and Sycolin Road.

Airport Area Connector is identified by the **2001 Revised CTP** as a future four-lane undivided (U4) minor collector roadway which will connect Battlefield Parkway to the planned Crosstrail Boulevard. The roadway will provide additional north-south access along the west side of Leesburg Executive Airport. A significant segment of the Airport Area Connector is within the boundaries of the proposed rezoning area, and the road will serve to provide access to future development on the site.

Estimated Site Development Potential / Trip Generation

OTS staff estimates the maximum development potential on the site at approximately 5.3 million sq ft (403 developable acres at a 0.3 FAR)¹. Given that this is a remapping to the PD-IP zoning district with no specific uses proposed, staff assumed the by-right use (office) with the highest possible trip generation rate. Using rates contained in the Institute of Transportation Engineer's (ITE's) *Trip Generation (7th Edition)*, approximately 5.3 million sq ft of office uses (ITE Code 750 – Office Park) would generate approximately 55,635 average weekday daily trips (ADT). This figure includes 6,084 total AM peak hour trips (5,415 in and 669 out) and 6,520 PM peak hour trips (913 in and 5,607 out).

¹ Maximum development potential on the site was estimated as follows: 434 total acres less 31 acres of major floodplain = 403 net acres (developable area). Taking parking requirements into account, the likely maximum FAR that could be realized on the site is 0.3, resulting in 5,266,404 sq ft of potential development (403 acres x 0.3 FAR = 5,266,404 sq ft).

Traffic Study

Given the estimated number of trips that could be realized if this application is approved, the application is subject to VDOT's Chapter 527 Traffic Impact Study regulations. Due to the accelerated timeline under which this application is being reviewed, a traffic study has not been prepared to date. OTS staff has been in consultation with VDOT regarding the development and review of an acceptable traffic study. OTS staff is in the process of retaining consultant services to prepare this traffic study; this study is to be completed and reviewed by VDOT prior to Board of Supervisors action on this application. OTS staff will provide the Planning Commission with further updates on the status of the traffic study at the Briefing and Public Hearing.

Transportation Comments

1. As noted above, the OTS staff is in the process of retaining consultant services to prepare a traffic study consistent with VDOT Chapter 527 requirements. This study will be completed and reviewed by VDOT prior to BOS action on this application.
2. On-site CTP roads (i.e., Crosstrail Boulevard and the Airport Area Connector) are necessary to access large portions of the property. These facilities will need to be constructed as part of the future development of this site. If full construction of these roads is not provided at the time of initial site development, right-of-way (ROW) reservation and/or dedication for the ultimate section of each roadway should be provided at that time consistent with the adopted CTP.

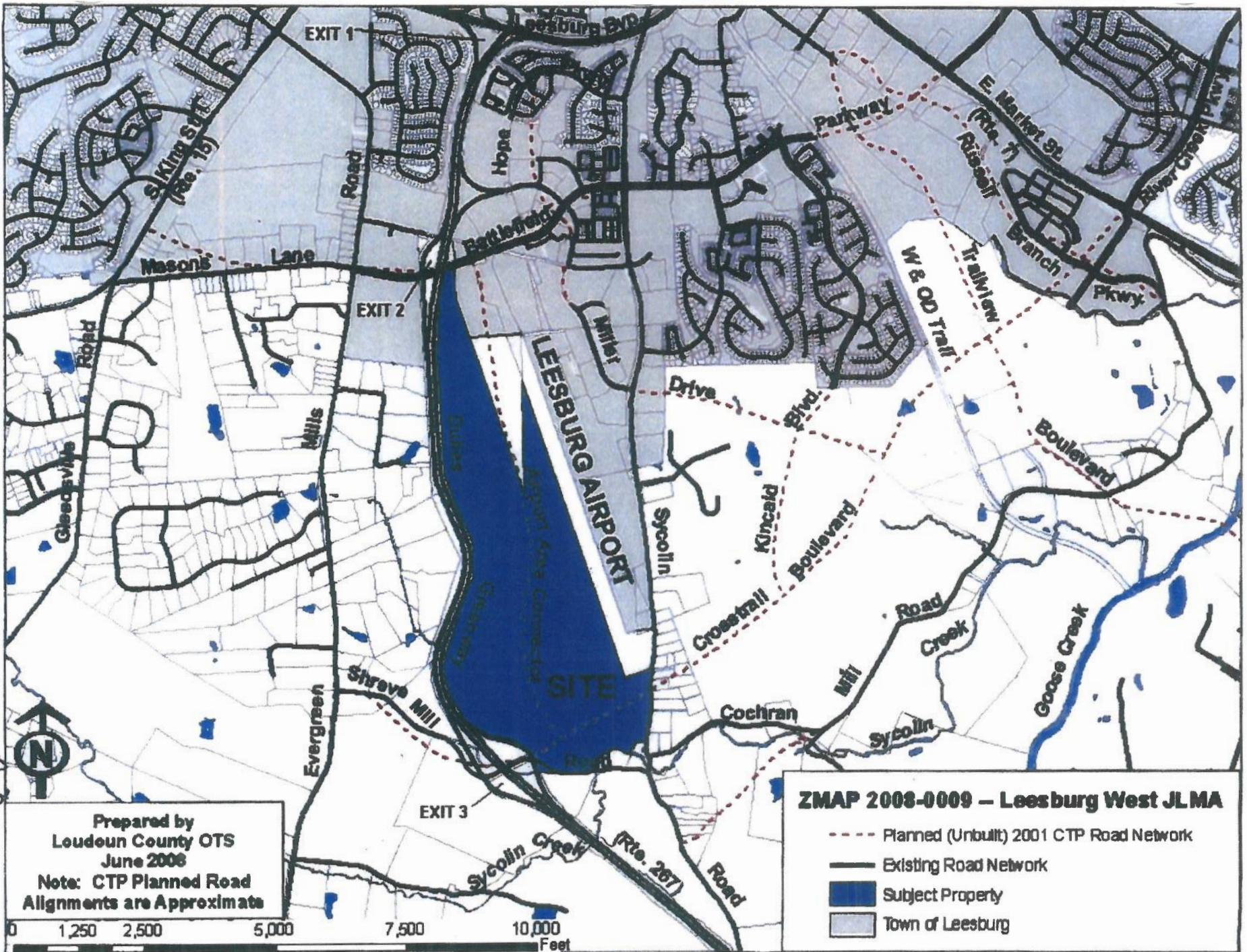
Conclusion

OTS will offer additional review and comment as this application moves forward and the traffic study is developed. OTS staff will be available at the Planning Commission Briefing and Public Hearing to answer questions and provide additional updates regarding the status/progress of the traffic study.

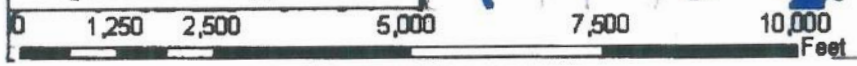
ATTACHMENT

1. Site Vicinity Map with CTP Road Network

cc: Terrie Laycock, Acting Director, OTS
Andrew Beacher, Assistant Director, OTS
John Merrithew, Assistant Director, Department of Planning
Paul Kraucunas, Land Development Section Manager, VDOT
Alex Faghri, Transportation Engineer, VDOT



Prepared by
 Loudoun County OTS
 June 2008
 Note: CTP Planned Road
 Alignments are Approximate





Date of Council Work Session: April 7, 2014

**TOWN OF LEESBURG
TOWN COUNCIL WORK SESSION**

Subject: Lower Sycolin Sanitary Sewer Phase II Update

Staff Contact: Amy Wyks, Director of Utilities

Recommendation: Project update only. No action is required by Council at this time.

Fiscal Impact: Under analysis

Issue: Information/Project update only.

Background: The construction of the Lower Sycolin Creek Sewage Conveyance System was divided into two phases. Phase 1 construction has been completed including full operation of the Lower Sycolin Pump station, force main and gravity airport branch sewer main. Phase II consists of 9000' of pipeline construction along Cochran Mill Road to Sycolin Road. The program description for the proposed CIP project 14402 (Lower Sycolin Sewage Conveyance System Phase II) states that staff is currently re-evaluating the adopted Pro-Rata based on current design and working cooperatively with the Peterson Companies on a potential agreement to accelerate the construction of this project.

Since the Council work session information memo update on September 23, 2013, staff has met numerous times with The Peterson Companies representatives regarding utility service to the Crosstrail development. The Town provided a letter outlining sanitary sewer service options on February 26, 2014. The Town is currently preparing a response to The Peterson Companies on follow up questions and clarification from the February letter.

Both parties during meetings have worked through numerous issues and concerns. After the utility service agreement has been mutually prepared and reviewed, staff could be in a position to recommend the utility service agreement for Town Council's review and approval. Future action by Town Council could also include revision of the adopted Lower Sycolin Sewer Conveyance System Pro-Rata and construction award of the Phase II project.

**AGREEMENT FOR THE CONSTRUCTION OF PHASE II LOWER SYCOLIN
GRAVITY MAIN**

THIS AGREEMENT FOR THE CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN (this "Agreement") is entered into this 24th day of March, 2015 (the "Effective Date"), by and between THE PETERSON COMPANIES, L.C., a Virginia limited liability company ("Peterson") and the TOWN OF LEESBURG, a Virginia municipal corporation (the "Town"). Peterson and the Town are collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Town authorized the construction of the Lower Sycolin Sanitary Sewer Conveyance System (the "System") and established a pro rata fee structure for reimbursement in 2005, as contained in Leesburg Town Council Resolution No. 2005-182 (the "Phase I Resolution"). The Town constructed and placed Phase I of the System into operation on December 17, 2013; and

WHEREAS, on March 24, 2015, the Town Council revised the pro rata fee structure previously authorized by the Town Council in the Phase I Resolution to reflect an adjusted and updated pro rata based upon re-zonings, development and actual construction costs for Phase I of the System, as set forth in Exhibit A; and

WHEREAS, on March 24, 2015, the Town Council reviewed and approved Resolution No.'s 2015-039 and 2015-040, as set forth in Exhibit A (collectively, the "Phase II Resolution"), which (a) authorized Peterson to undertake the construction of Phase II of the System and (b) established a pro rata fee structure for reimbursement of the construction costs of Phase II of the System, based on the currently anticipated development, approved re-zonings for the sewer shed and construction costs; and

WHEREAS, the geographic area to be served by Phase II of the System is comprised of three geographic portions, (a) the Crosstrail Northern Area, (b) the Crosstrail Southern Area and (c) certain Unassigned Areas, as shown more particularly on Exhibit B; and

WHEREAS, the pro rata fee structure established pursuant to the Phase II Resolution may be revised by the Town if land use changes within the sewer shed as a result of future re-zonings, development and construction costs; and

WHEREAS, affiliates of Peterson are the owners and developers of the Crosstrail Development (the "Development"), which is located within the Town's sewer service area and is located at the end of the planned System; and

WHEREAS, the completion of Phase II of the System is necessary for the Development to be served by the Town's sanitary sewer System; and

WHEREAS, Peterson is uniquely positioned to efficiently construct the completion of Phase II of the System (the "Work") in connection with the construction of the Development as a sole source procurement; and

WHEREAS, Peterson has agreed complete the Work, subject to reimbursement for the costs associated with the Work by the Town; and

WHEREAS, the Town and Peterson have completed and agreed upon the plans for the completion of the Phase II of the System; and

WHEREAS, the Town and Peterson have agreed (i) for Peterson to complete the Work for the fixed price of FOUR MILLION US DOLLARS (US \$4,000,000.00) (the "Fixed Price") and (ii) for the Town to reimburse Peterson for such completion costs as set forth in this Agreement; and

WHEREAS, the Town and Peterson desire to set forth in this Agreement the terms and conditions by which Peterson will perform the Work and be reimbursed by the Town for doing so.

NOW, THEREFORE, WITNESSETH: the Recitals set forth above being incorporated herein by reference, in consideration of the foregoing and the mutual undertakings and covenants contained herein, the Town and Peterson, each pursuant to due and proper authority, do hereby agree as follows:

1. System Plans, Permitting and Approval Process

- 1.1. Peterson shall construct Phase II of the System and perform the Work in accordance with the Design and Construction plans, easement plats and/or reports for Phase II of the System as shown on the Dewberry plans dated February 17, 2015 (the "Phase II Plans"). Phase II of the System was designed by Dewberry, and any references to "Engineer" in this Agreement or any exhibits hereto shall mean: Dewberry. The Town shall deliver CAD files for Phase II Plans.
- 1.2. Phase II Plans are designed to accommodate the sewer flows shown on Exhibit "D". Exhibit D shall be subject to revision following the Effective Date hereof in the event that sewer flows are greater or lesser than the flows set forth on Exhibit "D" hereto. Under no circumstance shall the Phase II Plans be changed to accommodate different sewer flows other than those shown on Exhibit "D" after the Effective Date.
- 1.3. The Town warrants the accuracy and adequacy of the Phase II Plans as i) being in compliance with all regulatory requirements imposed by local, state and federal regulatory agencies, and ii) being sufficient to accommodate the Town's anticipated sewer capacity as shown on Exhibit "D". The cost of any changes required to the Phase II Plans as a result of errors and/or omissions are not included in the Fixed Price. The Fixed Price shall be adjusted by mutual agreement of the Parties to correct such error and/or omission.

1.4. Permits and Regulatory Approvals

- 1.4.1.** The Town shall be the applicant for all required regulatory permits and approvals (collectively the "Permits") and is responsible for obtaining all necessary Permits including, but not limited to:
 - 1.4.1.1.** Loudoun County Grading Permit.
 - 1.4.1.2.** DEQ Certificate to Construct.
 - 1.4.1.3.** Wetland, Stream Impact and similar Permit(s).
 - 1.4.1.4.** VDOT Right-Of-Way Permit(s).
- 1.4.2.** The Town will be responsible for any and all Permit application costs and fees in connection with the Permits and any mitigation required as a condition of said Permits. The Town will provide Peterson with notification of each Permit submission, and a copy of the approved Permits when received.
- 1.4.3.** Following the submission of applications for the Permits, the Town will use reasonable efforts to obtain such Permits in a timely fashion. The Town estimates, but does not guarantee, receipt of all necessary Permits on or about April 15, 2015; provided, that the Loudoun County Grading Permit and the VDOT Right-of Way Permits must be obtained by May 1, 2015.

2. Easements

- 2.1.** The Town will make reasonable efforts to acquire any and all necessary easements for access to, construction of and maintenance of Phase II of the System by May 1, 2015, including easements on the Koski Parcel as shown on Exhibit E. If the Town cannot acquire the easements with the cooperation of the property owners, it will initiate the process to acquire the easements by eminent domain quick take no later than May 1, 2015.
- 2.2.** Peterson will be responsible for any mitigation credit payment required due to any work performed by it or its contractors which is outside of the easement areas and not included in the Phase II Plans.
- 2.3.** Peterson will assist the Town in its efforts to acquire any necessary easements needed from Loudoun County for the construction of Phase II of the System. Such assistance shall be limited to lobbying and negotiating with County staff. Under no circumstance will Peterson be required to make any financial contribution or payment to acquire such easements.
- 2.4.** Peterson will provide the necessary easements for providing sewer service on its property, at no cost to the Town, for the terminus manhole and any associated pipe.

3. Performance of the Work

3.1. The Town and Peterson hereby agree that Peterson will perform the Work and reach Final Completion by a date certain as set forth herein (unless and to the extent that such failure to reach Final Completion is delayed due to a Force Majeure Event or the actions or inactions of the Town).

3.2. Peterson hereby agrees to perform form the Work in strict accordance with:

3.2.1. This Agreement;

3.2.2. The Permits;

3.2.3. The Phase II Plans;

3.2.4. The Town's Design and Construction Standards Manual ("DCSM");

3.2.5. The Specifications for the Work; and

3.2.6. Any other documents referenced in this Agreement.

The foregoing documents are hereby deemed the "Contract Documents".

3.3. The Parties acknowledge and agree that Peterson shall coordinate the Work with the construction of the reclaimed water line by the owner of the natural gas-fired electrical power generation facility (the "Power Plant"), which is to be developed on certain property consisting of approximately 101 acres located south of the Town's corporate limits. Without limiting the above, Peterson shall coordinate the Work with any overblasting performed by the Town and/or the Power Plant owner with respect to the construction of a reclaimed water line between the Town's wastewater treatment facility and the Power Plant.

3.4. Documents and Submittals.

3.4.1. Peterson shall maintain, and at all times make available to the Town, one record copy of all drawings, specifications, addenda, change orders and other modifications thereto, in good order and marked currently to record all changes made to the Phase II Plans during the performance of the Work.

3.4.2. Peterson shall submit with reasonable promptness and in such sequence as to cause no delay in the performance of the Work, all shop drawings, product data, manuals, samples mock-ups and such other submittals (the "Submittal Documents") to the Town. The Town shall have right to review all such Submittal Documents and provide comments to Peterson based on such review within fifteen (15) days; provided, however, that any review and comment of such Submittal Documents by the Town does not constitute approval of such documents or otherwise relieve Peterson from its obligations to perform the Work in accordance with the Contract Documents.

If the Town does not comment on the Submittal Documents within fifteen (15) days, they will be deemed approved by the Town.

3.5. Schedule Phase II Final Acceptance Date. Subject to the issuance of the Notice to Proceed by June 1, 2015, Peterson shall complete the Work and Phase II of the System shall be ready to receive sewer flows no later than June 30, 2016, as such date may be extended pursuant to the terms hereof, including the occurrence of a Force Majeure Event.

3.6. Town's Right to Stop or Suspend Work.

3.6.1. If Peterson fails to correct defective Work as required by this Article 3 or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Town by written order may order Peterson to stop the Work, or any portion thereof, without monetary compensation to Peterson until the cause for such order has been eliminated.

3.6.2. The Town may order Peterson in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Town. If the Town stops or suspends the Work; i) the time for completion of the Work shall be extended accordingly; and ii) the Town shall be responsible for the increase in costs from the stoppage or delay.

3.6.3. If the performance of all or any part of the Work is suspended, delayed, or interrupted by the Town for fifteen (15) days, or by failure of either of them to act within the time specified (or if no time is specified, within a reasonable time), an adjustment increasing the time of performance of the Work shall be made. Such adjustments will be made solely for any suspension, delay, or interruption over fifteen (15) days. The Agreement shall be modified in writing accordingly. However, no claim for an extension of time shall be made under this Paragraph 3.6.3 for any suspension, delay, or interruption pursuant to Paragraph 3.7.1, or for which claim is provided or excluded under any other provision of this Agreement.

No claim under this Paragraph 3.6.3 shall be allowed for any claim for an extension of time required for performance, unless within twenty days after the act or failure to act involved, Peterson submits to the Town a written statement setting forth, as then practicable, the extent of such claimed time extension and unless the claim for an extension of time is submitted with supporting data within thirty days after the termination of such suspension, delay, or interruption.

3.6.4. In the event of a suspension of work or delay or interruption of work pursuant to Section 3.6.1, Peterson will protect carefully its materials and work against damage from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If

suspension of Work is due to Section 3.6.2, then the Town shall pay costs to protect materials. If, in the reasonable opinion of the Town, any work or material shall have been damaged by reason of failure on the part of Peterson to protect same, such work and materials shall be removed and replaced at the expense of Peterson.

3.6.5. No claim by Peterson under Paragraph 3.6.3 shall be allowed if asserted after final payment under this Agreement.

3.7. Town's Right to Carry Out Work

3.7.1. If Peterson defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a thirty (30) day period after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may after the thirty (30) day period give Peterson a second written notice to correct the deficiencies within a three day period. If Peterson fails to commence and continue to correct any deficiencies within the second notice's three day period, the Town may, without prejudice to other remedies the Town may have, correct such deficiencies. In such a case an appropriate Change Order shall be issued pursuant to Article 5 deducting from the payments then or thereafter due Peterson the cost of correcting such deficiencies, including compensation for services of the Town, the engineer and any other additional services made necessary by such default, neglect or failure. If the payments then or thereafter due Peterson are not sufficient to cover such amount, Peterson shall pay on demand the difference to the Town.

3.7.2. The Town will not be liable or accountable to Peterson for the method by which the Work, or any portion thereof, performed by the Town or by separate contractors pursuant to Paragraph 3.7.1 is accomplished or for the price paid therefor.

4. Time for Completion of the Work

4.1. Notice to Proceed. Upon satisfaction of the conditions set forth below, as determined by the Town in the exercise of its commercially reasonable judgment, the Town shall issue a "Notice to Proceed" to Peterson to commence the construction of Phase II of the System and the balance of the Work:

4.1.1. Issuance of all required governmental approvals and Permits; provided, however, that the Town's receipt of the VDOT Right-Of-Way Permits shall not be required to commence performance of the Work and the Town may issue the Notice to Proceed prior to the receipt of the VDOT Right-Of-Way Permits. If receipt of the VDOT Permits is delayed past May 31, 2015, Peterson shall receive a day for day extension to complete the Work.

4.1.2. Acquisition of all required easements;

4.1.3. Execution of any agreements with respect to the coordination of the Work between Peterson and the Power Plant referenced in Paragraph 3.3; and

4.1.4. Completion of the pre-construction conference between the Town and Peterson representatives.

4.2. Peterson Termination Right. If the Notice to Proceed is not issued by June 1, 2015, then Peterson will have the option of terminating this Agreement, in accordance with Paragraph 14.1.1.

4.3. Time of the Essence

4.3.1. All time limits in this Agreement are of the essence.

4.3.2. Contract Time

4.3.2.1. The Work shall be commenced after issuance of the Notice to Proceed, and Peterson shall complete the Work and notify the Town of completion within three hundred sixty-five (365) calendar days of the date of the Notice to Proceed ("Substantial Completion").

4.3.2.2. Peterson shall address any Town comments or issues with the Work in order to achieve Phase II Final Acceptance within thirty (30) days of receiving the Town's comment in accordance with the process set forth in Article 8 below.

4.4. Release of Bonds. Upon the date of Phase II Final Acceptance, Peterson shall apply to the Town Council for the release the Performance and Payment Bond posted by Peterson or its contractor, in accordance with Paragraph 18.1.

5. Changes in the Work

5.1. In the event that unforeseen circumstances arise, the parties may mutually agree upon a change in the work ("Change in the Work"). Any Change in the Work shall be documented by a written change order (a "Change Order"). Any necessary changes in the contract time or the cost of the work shall be memorialized in such Change Order.

5.2. Peterson shall proceed in accordance with such mutually agreed upon Change Order. Provided, however, that Peterson shall not begin work on any alteration requiring a modification until such modification has been executed by the Town and Peterson.

6. RESERVED

7. Force Majeure and Excuse from Performance by Governmental Acts

- 7.1. The respective duties and obligations of the Parties shall be suspended while and as long as performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action (excluding action of the Town), war acts, acts of terrorism, acts of God or any other cause similar or dissimilar to the forgoing that are beyond the reasonable control and not due to the fault or negligence of the party from whom the affected performance was due ("Force Majeure Event").
- 7.2. In the event that a Force Majeure Event prevents the affected party from performing its duties and obligations for a period of ninety (90) consecutive days, the non-affected party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the affected party, unless the affected party cures the Force Majeure Event and commences performance within such notice period.
- 7.3. If for any reason prior to the issuance of the Notice to Proceed, local (excluding the Town), state, or federal governments or agencies fail to issue necessary permits, fail to grant necessary approvals, or require any substantial change in the design or scope of Phase II of the System, then this Agreement may be terminated by either Party.

8. Completion of the Work; Phase II Final Acceptance

8.1. Final Completion of the Work.

- 8.1.1. Upon receipt of the documentation required by Paragraph 8.1.2, and of written notice that the Work is ready for final inspection and acceptance, the Town will promptly make such inspection and, when it determines that the Work acceptable under the Contract Documents and the Agreement is fully performed, the Town will issue a Certification of Final Completion to Peterson. The date that the Town issues the Certificate of Final Completion to Peterson shall be deemed "Phase II Final Acceptance."
- 8.1.2. The Town shall not be required to release any retainage amounts held pursuant to Paragraph 9.2.2 until (a) the Work is free and clear of any and all liens and (b) Peterson submits the following to the Town:
- 8.1.2.1. An affidavit by the General Contractor that all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Town may in any way be responsible, have been paid or otherwise satisfied;
- 8.1.2.2. As-Built Documents, O&M manuals and other project closeout submittals, as requirement by the Contract Documents;

8.1.2.3. A fully executed and notarized release of claims in such form as may be designated by the Town, and a written certification that: (a) Peterson has reviewed the requirements of the Contract Documents; (b) the Work has been inspected by Peterson for compliance with all requirements of the Contract Documents; (c) the Work complies in all respects with the requirements of the Contract Documents; and (d) all systems have been installed and tested in accordance with the Contract Documents.

8.2. Phase II Final Acceptance. Following Phase II Final Acceptance, pursuant to Paragraph 8.1.1, and the Town's payment to Peterson of the Fixed Price amount then due and owing pursuant to Paragraph 9.2, Peterson shall convey to the Town all of its right, title and interests in and to the Phase II facilities, including, but not limited to, As-Built Documents and O&M manuals.

9. Reimbursement of Fixed Price Costs

9.1. Pursuant to the Phase II Resolution, the Town shall reimburse Peterson the Fixed Price for construction costs of Phase II as follows:

9.2. Partial Fixed Price Payment. During the performance of the Work, the Town shall reimburse Peterson a total of \$2,584,881 of the total Fixed Price for constructing Phase II of the System. The reimbursement amount set forth in this Paragraph 9.2 shall be paid as follows:

9.2.1. Progress Payment Structure. The Town and Peterson agree that the Peterson may perform the Work in segments, each a "Milestone." For the avoidance of doubt, achievement of a Milestone segment identified in Paragraph 9.2.3 does not constitute acceptance of the Work, in whole or in part.

9.2.1.1. When Peterson determines that a Milestone has been achieved, Peterson shall deliver to the Town an invoice for reimbursement of the amount associated with such Milestone, as identified in Paragraph 9.2.3 hereof (each, a "Milestone Payment"). Each invoice shall be in a form as agreed to by the Parties and shall include such documentation as the Town may reasonably require to confirm that the Milestone was achieved.

9.2.1.2. Following receipt of an invoice, the Town will have 10 business days to review each invoice and, at the Town's discretion, inspect the progress of the Work, to confirm that the Milestone was achieved.

9.2.1.3. If any Milestone Payment invoice is deemed deficient in any material respect by the Town, Peterson will have 30 business days after receipt of the Town's deficiency notice to correct such deficiencies and to resubmit such invoice for payment. If any remaining or additional

deficiencies are noted by the Town, the above process will repeat until the deficiencies are corrected.

9.2.2. Payment Retainage. For each Milestone Payment made pursuant to Paragraph 9.2.1, the Town shall withhold and retain five percent (5%) of each such payment amount until the date Phase II Final Acceptance is established pursuant to Paragraph 8.1.

9.2.3. Identification of Milestones. The Milestones for each segment of Phase II of the System are as follows (for the avoidance of doubt, the Milestones may be completed in such order as Peterson may reasonably determine):

Section 1 – Manhole 1 to Manhole 12 (2,936 LF) = \$669,420
Section 2 – Manhole 12 to Manhole 22 (2,688 LF) = \$612,875
Section 3 – Manhole 22 to Manhole 32 (2,719 LF) = \$619,943
Section 4 – Manhole 32 to Manhole 44 (2,994 LF) = \$682,643

9.3. Payment of Balance of the Fixed Price. The Town shall reimburse Peterson the remaining portion of the Fixed Price of \$1,415,119 on a quarterly basis following the receipt of development permits and payment of the applicable pro rata fee for each of the properties in the Crosstrail North development as identified on Exhibit B, as follows:

9.3.1. Until the Town has paid to Peterson the amount set forth in Paragraph 9.3, the Town will pay Peterson an amount equal to the applicable pro rata fees established in the Phase II Resolution (or any amendment thereto) to the extent such fees are received by the Town from the owner or developer of each of the properties in the Northern Area of the Development, as identified on Exhibit B. Except as provided in Paragraph 9.3.2, the Town shall have no obligation to pay to Peterson any pro rata fees received by the Town from the owner or developer of any property in the Southern Area or the Unassigned Area of the Development, as identified on Exhibit B; and

9.3.2. Peterson acknowledges that, due to land use changes within the sewer shed as a result of re-zonings and development, the Town may revise the pro rata fees established pursuant to the Phase II resolution at any time following the Effective Date. If, at the time the Town revises the pro rata fees that were established in the Phase II Resolution, (a) the Town has not paid to Peterson the entire amount of the Fixed Price set forth in Paragraph 9.3, and (b) as a result of such revision to the pro rata fees, the revised pro rata fees for the undeveloped portion of the Northern Area of the Development would be insufficient to fully compensate Peterson for the unpaid portion of the Fixed Price set forth in Paragraph 9.3 (such amounts to be deemed “Stranded Development Costs”), then the Town will be responsible to pay to Peterson the Stranded Development Costs, with such payments to be made from pro rata fees actually received by the Town from the development of the Northern

Area, the Southern Area and the Unassigned Area of the Development (all as identified in Exhibit B).

9.3.3. Within fifteen (15) days following the end of each calendar quarter, the Town will pay Peterson an amount equal to all of the then-applicable pro rata fees paid to the Town (a) by an owner or developer of a property in the Northern Area of the Development during the prior calendar quarter and (b) to the extent the Town is responsible for payment of Stranded Development Costs in accordance with Paragraph 9.3.2, by an owner or developer of a property in the Northern Area, the Southern Area or the Unassigned Area of the Development during the prior calendar quarter.

9.4. Peterson shall be obligated to complete the Work and deliver the Phase II facilities as shown on the Phase II Plans to the Town as required herein, even in the event that actual costs to perform the Work and construct Phase II of the System exceed the Fixed Price.

9.5. The Town shall have no obligation to pay any contractor, supplier or service provider engaged by Peterson to perform the Work.

10. Operation and Maintenance

10.1. Upon Phase II Final Acceptance, the Town will operate and maintain Phase II of the System as part of its overall sewer system in accordance with standard utility operation and maintenance practices.

10.2. Peterson will have no responsibility for maintenance or operation of Phase II of the System after Phase II Final Acceptance.

11. Warranty

11.1. Peterson guarantees and warrants to the Town all work as follows:

11.1.1. That Peterson will provide all product and warranty information to the Town;

11.1.2. That all materials and equipment furnished under this Agreement will be new, in conformance with the Submittal Documents, and the best of its respective kind or equivalent unless otherwise specified;

11.1.3. That all Work will comply with or exceed industry standards and be free of omissions and faulty, poor quality, imperfect or defective materials or workmanship;

11.1.4. That where no standard is specified for such workmanship or materials, they shall be to industry standards;

- 11.1.5. That all applicable Work shall be entirely watertight and leakproof in accordance with all applicable industry customs and practices;
- 11.1.6. That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
- 11.1.7. That consistent with requirements of the Contract Documents, the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment consistent with the Phase II Plans; and
- 11.1.8. That the Work will be free of abnormal or unusual deterioration that occurs because of poor quality materials, workmanship or unsuitable storage.
- 11.1.9. All work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective.
- 11.1.10. The warranties set forth in this Article 11 and elsewhere in the Contract Documents shall survive Phase II Final Acceptance.
- 11.1.11. If, within one year after the Phase II Final Acceptance or designated portion thereof or within one year after acceptance by the Town of designated equipment or within such longer period as may be prescribed by law or by the terms of the applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, Peterson shall commence the correction within ten working days and shall diligently pursue the correction, or such other period as agreed, after receipt of written notice from the Town to do so.
- 11.1.12. If at any time deficiencies in the Work are discovered that are found to have resulted from latent defects, gross mistakes, fraud or misrepresentation by Peterson, Peterson will be liable for replacement or correction of such Work or any damage that the Town has incurred, or will incur, related thereto, regardless of the time limit of any guarantees or warranty.
- 11.1.13. Any materials or other portions of the Work, installed, furnished, or stored on site that are not of the character or quality required by the specifications shall be immediately removed and replaced by Peterson to the satisfaction of the Town when notified to do so by the Town.
- 11.1.14. If Peterson fails to correct defective or nonconforming Work as required by Paragraph 3.7 the Town may elect to either correct such Work in accordance with 3.7 "Town's Right To Carry Out the Work" or remove and store materials and equipment at the expense of Peterson.

11.1.15. Peterson shall bear the cost of making good all work of the Town, separate contractors or others, destroyed or damaged by such correction or removal required under this Article or elsewhere in the Contract Documents.

12. Sewer Conveyance Capacity

12.1. In the event of any increase in sewer flows above those set forth for each property in the Development as set forth on Exhibit D, the Town will require the property owner responsible for the additional flow to upgrade Phase II to accommodate any additional flows.

13. Pro Rata for Phase I

13.1. Nothing in this Agreement shall alter or amend Peterson's, or any subsequent developer's or permit applicant's obligation, to pay the pro rata share to the Town for the Phase I construction costs for the entire Crosstrail Property. The pro rata share of the construction costs for Phase I as of January 2014 is established in the Phase I Resolution, as such costs have been revised by the Town Council as of the Effective Date.

13.2. For the avoidance of doubt, Peterson shall have no claim to any permit fee credits or reimbursement of construction costs for the areas relating to Phase I of the System.

14. Termination

14.1. Peterson Termination Right

14.1.1. Peterson may, upon at least thirty (30) days prior written notice to the Town, terminate this Agreement if the Town has not issued a Notice to Proceed by June 1, 2015. Notwithstanding such termination, Peterson will not be relieved of any responsibility for costs Peterson has incurred prior to such termination, nor will Peterson be entitled to any reimbursement or credits therefor. Peterson shall be relieved of any further responsibility for the construction and costs of Phase II of the System on and after the date of such termination.

14.1.2. Notwithstanding the above paragraph, in the event of termination by Peterson, Peterson shall not be relieved of its pro rata costs for Phase I or Phase II of the System.

14.2. Town Termination Right

14.2.1. The Town may, upon thirty (30) days written notice to Peterson, terminate, without prejudice to any right or remedy of the Town, the Agreement for default, in whole or in part, and may take possession of the Work and complete the Work by contract or otherwise if Peterson refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure the Substantial Completion of the Work within the Contract Time pursuant to Paragraph 4.3.2.1, or

fails to meet any milestones established in the Contract Documents or fails to substantially complete the Work within this period. Prior to issuing the notice of termination, the Town shall provide Peterson with the thirty (30) day opportunity to cure as set forth in Paragraph 15.

14.2.2. Upon termination of this Agreement under this Article, Peterson shall remove all of its employees and property from the project area in a smooth, orderly, and cooperative manner.

14.2.3. The right of Peterson to proceed shall not be terminated under Paragraph 14.2 because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Peterson or force majeure events.

14.3. General Termination Provisions

14.3.1. Upon termination under Paragraph 14.1 or 14.2, Peterson shall:

14.3.1.1. Stop Work under the Agreement on the date and to the extent specified in the notice of termination;

14.3.1.2. Place no further purchase orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement that is not terminated;

14.3.1.3. Terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;

14.3.1.4. At the option of the Town, assign to the Town in the manner, at the times and to the extent directed by the Town, all of the rights in the contracts so terminated, in which case, the Town shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such purchase orders and subcontracts;

14.3.1.5. Settle all outstanding liabilities and all claims arising out of such termination of purchase orders and subcontracts, with the approval or ratification of the Town, to the extent it may require, which approval or ratification shall be final for all the purposes of this Article;

14.3.1.6. Provide the Town with the total costs for the Work up to the issuance of the Stop Work order. In accordance with the provisions of Agreement, the Town shall reimburse Peterson for all costs incurred prior to the Stop Work Order, not to exceed the Fixed Price;

14.3.1.7. Transfer title to and deliver to the entity or entities designated by the Town, in the manner, at the times and to the extent directed by the Town to the extent specifically produced or specifically acquired by Peterson for the

performance of such portion of the Work as has been terminated, the following:

14.3.1.7.1. The fabricated or unfabricated parts, Work in progress, partially completed supplies and equipment, materials, parts, tools, dies, jigs, and other fixtures, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the notice of termination; and

14.3.1.7.2. The completed or partially completed plans, drawings, shop drawings, submittals, information, releases, manuals, and other property related to the Work and which, if the Agreement had been completed, would have been required to be furnished to the Town.

14.3.1.8. Use its best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Town, any property of the types referred to in Paragraph 14.3.1.7; provided, however, that Peterson:

14.3.1.8.1. Shall not be required to extend credit to any buyer; and

14.3.1.8.2. May acquire such property under the conditions prescribed by and at a price or prices approved by the Town; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Town to Peterson under the Agreement or shall otherwise be credited to the Fixed Price covered by the Agreement or paid in such other manner as the Town may direct;

14.3.1.9. Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

14.3.1.10. Take such action as may be necessary, or as the Town may direct for the protection and preservation of the property related to the Agreement that is in the possession of Peterson and in which the Town has or may acquire an interest.

15. Default

If the Town or Peterson fails to keep, perform, or abide by any material term, condition, or covenant of this Agreement and does not cure such default within thirty (30) days after written notice thereof or, if such default cannot be cured in such period, does not within thirty (30) days commence with diligence and dispatch such act or acts as shall be necessary to cure the default and shall not cure such default within a reasonable time, then the non-defaulting party shall be entitled to pursue the remedies set forth herein.

16. Remedies for Default and Failure to Cure

16.1. If Peterson defaults in its obligations under this Agreement, Peterson shall not be entitled to receive any further reimbursement, credit or Performance and Payment

Bond reduction until the Work is completed and Town shall have the right to carry out the Work as described in Section 3.7.1.

16.2. If the Town defaults on its obligations under this Agreement, Peterson will have the option, at its sole discretion, to either terminate this Agreement or sue for specific performance.

17. Hold Harmless and Indemnification

17.1. To the fullest extent permitted by law, Peterson shall, at its sole cost and expense, indemnify, defend, and hold harmless the Town, its agents, representatives, employees, successors and assigns from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, action, judgment, cost, liability, penalty, damage, loss or expense:

17.1.1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom; and

17.1.2. Is caused in whole or in part by any negligent act or omission of Peterson, any Subcontractor or supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Peterson shall not be obligated to indemnify the Town hereunder for any damages or injuries, including death, the proximate cause of which is the sole negligence of the Town, consistent with Va. Code § 11-4.1.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Paragraph 17.2.

17.2. In any and all claims against the Town or any of its agents, representatives, or employees by any employee of Peterson, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 17.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Peterson or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

17.3. No provision of Paragraph 17.2 shall give rise to any duties on the part of the Town, or any of its agents, representatives or employees.

17.4. The obligations of Peterson under Paragraph 17.2 shall not extend to the liability of the Town or its agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or

specifications, or (b) the giving of or the failure to give directions or instructions by Town, its agents or employees provided such giving or failure to give is the primary cause of injury or damage.

18. Insurance and Bonds

18.1. Bonds

18.1.1. Peterson shall furnish to the Town a performance bond (the "Performance Bond") in the sum of the Fixed Price executed by a surety authorized to do business in Virginia, payable to the Town of Leesburg, Virginia, or such other entity as may be identified in the Agreement, and conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications, and conditions of the Contract Documents. Such Performance Bond shall be in the form set forth on Exhibit E.

18.1.2. Peterson shall furnish to the Town a payment bond (the "Payment Bond") in the amount of the Fixed Price payable to the Town of Leesburg or such other entity as may be identified in the Agreement, and executed by a surety authorized to do business in Virginia. Such bond shall be conditioned on the prompt payment to all claimants who have and fulfill contracts to supply labor or materials to Peterson for all material furnished or labor supplied or performed in the prosecution of the Work. "Labor and materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the project site. Such Payment Bond shall be in the form set forth on Exhibit F.

18.1.3. Peterson shall ensure that all sureties providing bonds for the Project will give written notice to the Town, at least thirty days prior to expiration or termination of the bond(s).

18.1.4. If the surety on any bond furnished by Peterson is declared bankrupt or becomes insolvent or its right to do business is terminated in Virginia, Peterson shall within thirty (30) days thereafter substitute another bond and surety, both of which shall be acceptable to the Town.

18.1.5. If at any time, the rating for Peterson's surety that issued the bonds drops below Best's Key Rating Guide of A-, Peterson shall within thirty (30) days after notice from the Town to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to the Town. The premium on such bond(s) shall be paid by Peterson. No further payment shall be deemed due nor shall be made until the new sureties have been qualified and accepted by the Town.

18.1.6. If more than one surety executes a bond, each shall be jointly and severally liable to the Town for the entire amount of the bond.

18.2. Insurance.

- 18.2.1.** At least thirty (30) days prior to the commencement of the Work, Peterson or its contractor shall procure and maintain in full force and effect with responsible insurance providers (as evidenced by an AM Best rating of A-/VIII or better) the following insurance in at least the minimum amounts specified below, until Phase II Final Acceptance. Following the Phase II Final Acceptance, Peterson shall provide evidence of the insurance required herein at any time during the warranty period that Peterson is performing warranty work.
- 18.2.2. Workers' Compensation and Employers' Liability.** Workers' compensation insurance in compliance with appropriate federal and state laws, and Employers' Liability Insurance with limit of not less than \$500,000 for bodily injury per occurrence and \$500,000 in the aggregate, and \$500,000 disease policy limit.
- 18.2.3. Commercial General Liability.** Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; \$1,000,000 Products and Completed Operations aggregate; \$1,000,000 Personal Injury and Advertising injury per offense.
- 18.2.4. Automobile Liability.** Automobile liability insurance, including vehicles owned, hired and non-owned, with a combined single limit of not less than \$1,000,000 per accident.
- 18.2.5. Excess Liability.** Other than the policies for Workers' Compensation and Employers Liability insurance, the liability limits may be satisfied through a combination of primary and excess (or umbrella) coverage with a combined single limit of not less than \$10,000,000.
- 18.2.6.** The Town shall be furnished with a certificate of insurance as evidence that the foregoing insurance is in effect. Peterson shall provide the Town with thirty (30) days' notice prior to the cancellation or material change of any such coverage. The Town shall be named as an additional insured with respect to Peterson's activities under this Agreement under the liability coverage required by this Article 18. Maintenance by Peterson of the insurance required herein shall in no way be interpreted as relieving Peterson of any other obligations it may have under this Agreement.
- 18.2.7.** Peterson's insurance coverage shall be primary coverage without right of contribution from any other insurance carried by the Town. Insurance maintained by the Town is for the exclusive benefit of the Town and shall not inure to the benefit of Peterson. All policies procured by Peterson, other than for Worker's Compensation, shall require the insurer to waive subrogation against the Town.

19. Dispute Resolution

19.1. In the event of any dispute between the Parties, the Parties shall attempt first to resolve the dispute by informal negotiation between their staff members. If the dispute cannot be resolved by informal staff negotiation, then each of the Parties shall promptly send the other a detailed letter, describing the dispute and the basis for their respective positions. If the dispute is still not resolved, then each party will designate a senior manager. The senior managers will confer within ten (10) business days and attempt to resolve the dispute. If the senior managers are unsuccessful in resolving the dispute, then each Party will have the right to resolve the dispute through litigation (or enter into any such method of alternative dispute resolution as the Parties may at the time agree), provided, however, that any litigation shall be brought in the state courts of the Commonwealth of Virginia located in Loudoun County.

20. Assignment

20.1. This Agreement may be assigned by Peterson to any party that acquires all or some portion of its interest in the Development; provided such party (i) has technical capabilities and experience similar to or greater than Peterson, (ii) has a credit rating (if any) and financial resources similar to or greater than Peterson, and (iii) is otherwise acceptable to the Town in its sole discretion. No other assignment shall be made by either party without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed.

20.2. Peterson may also assign the right to receive its pro-rata reimbursement as set forth in this Agreement to any third party without the Town's consent or approval. Peterson, however, shall notify the Town of such assignment in writing.

21. Claims for Damages; Consequential Damages

21.1. Should Peterson suffer injury or damage to person or property because of any act or omission of the Town or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the Town within thirty days after the first knowledge of such injury or damage; otherwise, Peterson shall have waived any and all rights it may have against the Town, or its employees, representatives and agents.

21.2. Neither the Town nor Peterson, nor their subcontractors or suppliers of any tier, shall be liable to the other for any consequential, special, incidental, indirect or punitive losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including losses of use, profits, business, reputation or financing; provided, however, nothing herein shall be deemed to limit a Party's liability to the other party for indemnity obligations under this Agreement.

22. Protections of Persons and Property

The Town is not responsible for the means, methods, techniques, sequences or procedures utilized by Peterson, or for safety precautions and programs in connection with the Work. Peterson shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. This requirement applies continuously throughout the Agreement, until Phase II Final Acceptance, and is not limited to regular working hours. Peterson shall ensure that the Work is performed in accordance with the Safety Precautions attached hereto as Exhibit I.

23. Emergencies

23.1. In any emergency affecting the safety of persons or property, Peterson shall act to prevent threatened damage, injury, or loss to the Town. Peterson shall notify the Town of the situation and all actions taken immediately thereafter. If, in the opinion of Peterson, immediate action is not required, Peterson shall notify the Town of the emergency situation and take necessary steps to remedy the emergency. If any loss, damage, injury or death occurs that could have been prevented by Peterson's prompt and immediate action or the emergency resulted from acts or omissions of Peterson, or anyone directly or indirectly employed by Peterson, or by anyone whose acts for which Peterson is liable, Peterson shall defend, fully indemnify and hold harmless the Town (including attorneys' fees) from all actions resulting from the emergency. Any additional compensation or extension of time claimed by Peterson on account of emergency work shall be determined as provided in Article 5 of this Agreement.

23.2. Prior to commencing the Work and at all times during the performance of the Work, Peterson shall provide the Town with two, 24-hour emergency phone numbers where its representatives can be contacted.

24. Disclaimer of Third Party Beneficiaries

24.1. This Agreement is solely for the benefit of the Parties and their respective successors or assigns, and no right or cause of action shall accrue to or for the benefit of any third party not a party hereto or a successor or assign of a party hereto.

25. Peterson's Representations

25.1. By entering into this Agreement with the Town, Peterson represents and warrants the following, together with all other representations and warranties in the Contract Documents:

25.1.1. That it is experienced in and competent to perform the type of work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by it;

25.1.2. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Agreement;

- 25.1.3. That it is familiar with all laws, ordinances, permits, regulations and resolutions that may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations related to contractor licenses and/or registrations for the Work or any part thereof;
- 25.1.4. That such temporary and permanent work required by the Contract Documents that is to be done by it will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property;
- 25.1.5. That it will fully comply with all requirements of the Contract Documents;
- 25.1.6. That it will perform the Work in a skillful manner consistent with good workmanship, sound business practice, and in the most expeditious and economical manner consistent with the best interests of the Town;
- 25.1.7. That it will furnish efficient business administration and experienced superintendence and an adequate supply of workers, equipment, tools, and materials at all times;
- 25.1.8. That it has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence and be reasonably scheduled so as to insure completion of the Work in accordance with the Contract Documents, allowing for normal and reasonably foreseeable weather, labor and other delays, interruptions and disruptions of the Work at the site designated;
- 25.1.9. That it will complete the Work within the Contract Time and all portions thereof within any required Agreement milestones and any applicable extensions thereunder;
- 25.1.10. That the Fixed Price is based upon the labor, materials, systems and equipment required by the Contract Documents, without exception;
- 25.1.11. That it does not and will not during the performance of the Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended, which prohibits the employment of illegal aliens, and Federal and State employment and wage hour laws;
- 25.1.12. That it has taken steps reasonably necessary to ascertain the nature and locations of the Work of the Agreement, has investigated and satisfied himself as to the general and local conditions which can affect the Work or its cost, including but not limited to: conditions bearing upon transportation, disposal, handling, and storage of materials; the availability of labor, water, electric power, and roads; uncertainties of weather, river stages, tides, or similar physical conditions at the site; the conformation and conditions of the ground; and the character of equipment and facilities needed before and during work performance; and

25.1.13. That no employee of the Town shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom which is not available to the general public.

26. Severability

26.1. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties are not materially prejudiced and if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared to be severable.

27. Binding Upon Successors

27.1. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the Parties.

28. Applicable Law; Venue

28.1. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the Commonwealth of Virginia, without regard to any conflict of laws principles.

28.2. Any litigation shall be brought in the state courts of the Commonwealth of Virginia located in Loudon County, Virginia.

29. Notices

29.1. Unless otherwise specified in this Agreement, all notices or requests shall be in writing and shall be given by hand delivery or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Town:

Town of Leesburg
Attn: Town Manager
25 West Market Street
Leesburg, VA 20176
(703)-771-2750

With a copy to:

Town of Leesburg
Attn: Department of Utilities
1385 East Market Street
Leesburg, VA 20175
(703) 771-2700

If to Peterson:

Peterson Companies
Attention: Nancy McGrath
12500 Fair Lakes Circle
Fairfax, VA 22033

With a copy to:

Jonathan Rak
McGuireWoods, LLP
1750 Tysons Boulevard, Suite 1800
Tysons, VA 22102

or to such other persons and places as the Parties may specify by notice. The effective date of any notice or request shall be the date of receipt if delivered by hand, or the postmarked date thereof.

30. Amendment

30.1. This Agreement may be amended or modified on the agreement of both parties and documented in a writing signed by duly authorized representatives of both parties.

31. Counterpart Execution

31.1. The Parties may execute this Agreement in counterparts, which, in the aggregate, shall constitute one and the same instrument when signed by both Parties; and thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

31.2. This Agreement, including all exhibits and attachments hereto (all of which are incorporated by reference herein), shall constitute the entire agreement between the Parties relating to the subject matter hereof, and supersedes and replaces any provisions on the same subject contained in any other agreement among the Parties, whether written or oral, prior to the Effective Date.


List of Exhibits:

- Exhibit A: Town Council Resolutions
- Exhibit B: Properties in the Sewer Shed – Crosstrail Northern Area, Crosstrail Southern Area and Miscellaneous/Unassigned Area
- Exhibit C: RESERVED
- Exhibit D: Projected Sewer Flow Rates.
- Exhibit E: Identification of Required Phase II Easements
- Exhibit F: Form of Performance Bond
- Exhibit G: Form of Payment Bond
- Exhibit H: Form of Maintenance Bond
- Exhibit I: Safety Precautions

(SIGNATURES ON FOLLOWING PAGE)


IN WITNESS WHEREOF, each Party hereto represents that it is duly authorized to enter into this Agreement and has caused its authorized representative to execute this Agreement as of the date first above written.

TOWN OF LEESBURG

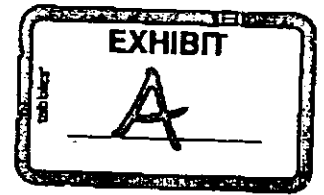
By: 
Name: Kaj DENTLER
Title: Town MANAGER
Date: 04-09-15

THE PETERSON COMPANIES L.C.

By: MVP Management, LLC, its Manager

By: 
Name: Jon m. Peterson
Title: manager
Date: 3/30/15

The Town of
**Leesburg,
Virginia**



PRESENTED March 24, 2015

RESOLUTION NO. 2015-040

ADOPTED March 24, 2015

A RESOLUTION: AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TOWN OF LEESBURG AND PETERSON COMPANIES FOR CONSTRUCTION OF PHASE II GRAVITY SANITARY SEWER MAIN OF THE LOWER SYCOLIN CONVEYANCE SEWER SYSTEM; AND AUTHORIZING A SOLE SOURCE PROCUREMENT FOR THE CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, the Town of Leesburg ("the Town") owns and operates a wastewater treatment plant; and

WHEREAS, the Lower Sycolin Creek Sewage Conveyance System is a Capital Improvement Project ("the Project") that will result in a gravity sanitary sewer line that runs from the Town's Lower Sycolin Pump Station across Sycolin Road to the southern property line of Compass Creek near the Leesburg Executive Airport; and

WHEREAS, the Project has been divided into two (2) phases; Phase I has been completed with the construction of a pump station and gravity force main and currently serves properties in a portion of the Lower Sycolin Sewershed ("the Sewer shed"); and

WHEREAS, Phase II will serve the remaining properties in the Sewershed identified with the 2002 Lower Sycolin Creek Sewer Shed Study; and

WHEREAS, the Town has acquired the permanent and temporary easements that are necessary for the construction of the Phase II gravity sanitary sewer line; and

WHEREAS, the Peterson Companies ("Peterson") currently owns a majority of the land in the Phase II portion of the Sewer shed; and

A RESOLUTION: AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TOWN OF LEESBURG AND PETERSON COMPANIES FOR CONSTRUCTION OF PHASE II GRAVITY SANITARY SEWER MAIN OF THE LOWER SYCOLIN CONVEYANCE SEWER SYSTEM; AND AUTHORIZING A SOLE SOURCE PROCUREMENT FOR THE CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, Peterson has requested from the Town an opportunity to construct the sewer gravity sewer for Phase II in order to have sanitary capacity readily available for their development at Compass Creek (formally Crosstrail); and

WHEREAS, the construction contract of the Phase II portion of the Project is subject to the Virginia Public Procurement Act ("VPPA"); and

WHEREAS, Code of Virginia, § 2.2-4303(E) of the VPPA allows for sole source procurement if there is only one source "practicably available"; and

WHEREAS, the Town and Peterson have negotiated a Construction Agreement whereby Peterson will construct the Phase II portion on the Project while being reimbursed by the Town, along with further terms that are beneficial to the Town; and

WHEREAS, there will be no negative impact on operation of the Town's water or wastewater treatment plants; and

WHEREAS, the Town will receive Pro-Rata fees to recover the cost of Phase I & II of the project when properties are developed within the Lower Sycolin Sewershed; and

WHEREAS, the Town will receive revenue from out of town sewer users for the majority of the properties developed within the Lower Sycolin Sewershed.

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

SECTION I. The Town Manager is hereby authorized to execute the final Agreement in a


A RESOLUTION: AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TOWN OF LEESBURG AND PETERSON COMPANIES FOR CONSTRUCTION OF PHASE II GRAVITY SANITARY SEWER MAIN OF THE LOWER SYCOLIN CONVEYANCE SEWER SYSTEM; AND AUTHORIZING A SOLE SOURCE PROCUREMENT FOR THE CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES


form acceptable by the Town Attorney for construction of the gravity sanitary sewer main project for Phase II of Lower Sycolin Creek Sewage Conveyance System with the Peterson.

SECTION II. The Town Council determines that only one source is practicably available for the procurement of the construction of the Phase II Lower Sycolin Creek Sewage Conveyance System and directs that this Resolution be posted on the public notice board in the town offices for a period of ten (10) days.

SECTION III. The Town Manager is hereby authorized to execute and procure the sole source construction of Phase II of Lower Sycolin Creek Sewage Conveyance System from the Peterson.

PASSED this 24th day of March, 2015.


Kristen C. Umstatt, Mayor
Town of Leesburg

ATTEST:

Clerk of Council

The Town of
**Leesburg,
Virginia**

PRESENTED: March 24, 2015

RESOLUTION NO. 2015-039

ADOPTED: March 24, 2015

A RESOLUTION: **AMENDING AND ESTABLISHING PRO-RATA FEES FOR THE
PHASE I AND PHASE II LOWER SYCOLIN SANITARY SEWER
CONVEYANCE SYSTEM**

WHEREAS, Section 34-128 of the Town Code authorizes the Town to collect pro-rata fees for Town constructed sewer facilities necessitated, at least in part, by future subdivisions or development of land; and

WHEREAS, Resolution 2005-182 established a pro-rata fee for Area A (formally Section I) and Area B (formally Section II) for Lower Sycolin Creek Sanitary Sewer Conveyance Systems; and

WHEREAS, the Lower Sycolin Creek Sanitary Sewer Conveyance System has been divided into two construction phases (Phase I and Phase II); and

WHEREAS, the Town constructed a pump station, force main and associated Phase I gravity sewer main to provide sewer service to a portion of the Lower Sycolin Creek sewer shed properties; and

WHEREAS, the actual cost to date of engineering and construction Phase I and engineering Phase II of the conveyance system is \$5,329,878.40; and

WHEREAS, the fixed construction cost of Phase II of the sewer conveyance system is \$4,000,000.00 per attached sewer construction agreement; and

WHEREAS, it has been determined that approximately 12% of the cost of the design and construction related to Phase I of system is for the benefit of the existing customers and the remaining 88% is for the benefit of property owners of undeveloped lands in the Lower Sycolin Sewer shed; and

A RESOLUTION: CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, it has been determined that the costs for the design and construction related to Phase II of system is for 100% of the benefit of property owners of undeveloped lands in the Lower Sycolin Sewer shed; and

WHEREAS, the identification of the properties in the tables that follow is merely for purposes of identifying properties which may benefit from this capital project and is in no way a commitment, on the part of Town Council, to extend utilities to properties outside the Town corporate boundaries; and

WHEREAS, the following allocation for Phase I have been determined based on properties and uses subject to the Phase I pro-rata and has been adjusted accordingly to actual engineering and construction costs of \$5,329,878; and

Construction Project	Total	Area A %	Area A Share	Area B %	Area B Share
Lower Sycolin Pump Station	\$2,134,000	26%	\$552,120	74%	\$1,581,880
Lower Sycolin Force Main	\$855,568	26%	\$221,357	74%	\$634,211
Airport Gravity Sanitary Sewer (Phase I)	\$1,386,663	100%	\$1,386,663	0%	\$0
Engineering Design & SDC's for Pump Station, FM, Phases I & II	\$953,647	26%	\$246,733	74%	\$706,914
Total	\$5,329,878		\$2,406,874		\$2,923,005

A RESOLUTION: CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, the following allocations for Phase II have been determined, based on properties and uses subject to the pro-rata Phase II and has been established based on the fixed construction cost of \$4,000,000 per the sewer construction agreement with Peterson Companies; and

Construction Project	Total	Area A %	Area A Share	Area B %	Area B Share
Cochran Mill Gravity Sanitary Sewer Phase II	\$4,000,000	0%	\$0	100%	\$4,000,000
Total	\$4,000,000		\$0		\$4,000,000

WHEREAS, the following table demonstrates costs assigned to each property based on the most current available data for Phase I Pro-Rata; and

Area A Development	% of Sector for Phase I	Phase I Pro-Rata Share (2005)	Phase I Pro-Rata Share (2015 Cost Index)
Existing Town Customers	44%	\$1,072,369	Not Recoverable
Loudoun County	12%	\$285,965	\$375,691
Tuscarora Crossing	43%	\$1,024,709	\$1,346,226
Cochran Mill Road (Industrial Plant)	1%	\$23,830	\$31,308
Total	100%	\$2,406,874	\$1,753,224

Area B Development	% of Sector for Phase I	Phase I Pro-Rata Share (2005)	Phase I Pro-Rata Share (2015 Cost Index)
Compass Creek (Northern including Town Parcels)	35%	\$1,034,100	\$1,363,480
Crosstrail (Southern)	50%	\$1,459,608	\$1,924,522
Misc. Property (Unassigned Area)	15%	\$429,297	\$566,036
Total	100%	\$2,923,005	\$3,854,038

A RESOLUTION: CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, the following table demonstrates costs assigned to each property based on the most current available data for Phase II Pro-Rata;

Area B Development	% of Sector for Phase II	Phase II Pro-Rata Share (2014)
Compass Creek (Northern including Town Parcels)	35%	\$1,415,119
Compass Creek (Southern)	50%	\$1,997,408
Misc. Property (Unassigned Area)	15%	\$587,473
Total	100%	\$4,000,000

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

SECTION I. The Lower Sycolin Creek Sanitary Sewer Conveyance System Phase I Pro-rata fee is hereby reestablished and adjusted to reflect actual engineering and construction costs, effective upon passage, at a rate of \$11.92 per gallon per day of estimated usage for Phase I, Area A properties (previously \$8.76 per gallons per day) and \$5.05 per gallon per day for Area B properties (previously \$9.24 per gallons per day).

SECTION II. The Lower Sycolin Creek Sanitary Sewer Conveyance System Phase II Pro-Rata fee is hereby established to reflect the fixed construction cost, effective upon passage, at a rate of \$6.91 per gallon per day of estimated usage for Area B properties (previously \$9.24 per gallons per day). Therefore, Area B properties are subject to both Phase I (Pump station, force main, design and engineering costs) and Phase II (gravity main) Pro-rata fees.

SECTION III. The fees as specified in Area A and Area B shall be paid prior to the issuance of a Zoning Permit and concurrently with payment of all other required off-site and availability fees for new connections or increased use of existing connections to the Lower Sycolin Creek Sanitary Sewer Conveyance System.


**A RESOLUTION: CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN
AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE
SERVICES**

SECTION IV. The fee shall be adjusted by the percentage increase or decrease in Engineering News Record Construction Cost Index value at the time of application. The Construction Cost Index value from which the increase or decrease shall be measured is 7563 for Phase I and 9962 for Phase II.

SECTION V. The fees established herein shall be calculated based on the gallons per day usage per establishment as outlined on Drawing SD-2 (Average Daily Sewage Flows) in the Town's Design and Construction Standards Manual.

SECTION VI. The fees established herein shall run with the property and the Town Manager shall maintain for public inspection a record of properties subject to these fees.

PASSED this 24th day of March, 2015.


Kristen C. Umstatt, Mayor
Town of Leesburg

ATTEST:


Clerk of Council

EXHIBIT
B

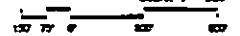


PETERSON
COMPANIES

Exhibit "B"
Properties in Sewer Shed

CROSSTRAIL

October 8, 2014 Scale: 1" = 300'

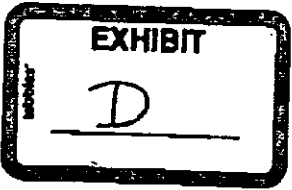


© Danberry
ES



RESERVED

Lower Sycolin Sewer Pro-Rata (Revised Flow for Crosstrail per Peterson 1/20/15)



Phase I Construction Project	Total
Lower Sycolin Pump Station	\$2,134,000.00
Lower Sycolin Force Main	\$1,150,820.14
Airport Gravity Sanitary Sewer (Phase I)	\$1,095,792.26
Engineering Design & SDC's for Pump Station, FM, Phases I & II	\$949,266.00
Total	\$5,329,878.40

Sector I Development	Estimated Flow gpd
Town	90,000
Loadoun County	24,000
Tuscarora Crossing	86,000
Cochran Mill Road (Industrial Plant)	2,000
Total Sector I Flows (gpd)	202,000

Sector II Development	Estimated Flow gpd
Crosstrail (Northern including Town Parcels)	204,750
Crosstrail (Southern)	289,000
Misc Property	85,000
Total Sector II Flows (gpd)	578,750

Total Flow of Sectors I and II to the Pump Station and Forcemain		780,750
% of Total Flow from Sector I to the Pump Station and Forcemain	26%	202,000
% of Total Flow from Sector II to the Pump Station and Forcemain	74%	578,750

Based on % of Total Flow the Pro-Rata share to each sector is as follows:

Construction Project	Total	Sector I %	Sector I Share	Sector II %	Sector II Share
Lower Sycolin Pump Station	\$2,134,000	26%	\$552,120	74%	\$1,581,880
Lower Sycolin Force Main	\$1,150,820	26%	\$299,313	74%	\$851,507
Airport Gravity Sanitary Sewer (Phase I)	\$1,095,792	100%	\$1,095,792	0%	\$0
Engineering Design & SDC's for Pump Station, FM, Phases I & II	\$949,266	26%	\$246,733	74%	\$702,533
Total	\$5,329,878		\$2,406,874		\$2,923,005

The Pro-Rata share per development within each sector is as follows:

Sector I Development	% of Sector	Pro-Rata Share (2005)	Pro-Rata Share (2015 Cost Index)
Town	45%	\$1,072,368	Not Recoverable
Loadoun County	12%	\$285,965	\$375,691
Tuscarora Crossing	43%	\$1,024,709	\$1,346,226
Cochran Mill Road (Industrial Plant)	1%	\$23,830	\$31,308
Total	100%	\$2,406,874	\$1,753,224

Sector II Development	% of Sector	Pro-Rata Share (2005)	Pro-Rata Share (2015 Cost Index)
Crosstrail (Northern including Town Parcels)	35%	\$1,034,100	\$1,363,480
Crosstrail (Southern)	50%	\$1,459,608	\$1,924,522
Misc Property	15%	\$429,257	\$566,096
Total	100%	\$2,923,005	\$3,854,098

Phase I 2005 Pro-Rata Rate to be re-established (Calculated Based on ENR Index for 2005):	Total Cost	Total gpd	Pro-Rata Rate (2005)	Pro-Rata Rate (2015 Cost Index)
Sector I	\$2,406,873.71	202,000	\$11.92 per gpd	\$15.71 per gpd
Sector II	\$2,923,004.69	578,750	\$5.05 per gpd	\$6.66 per gpd

1/15 ENR Construction Index: 9971.96

Phase II Construction Project	Total
Cochran Mill Gravity Sanitary Sewer Phase II	\$4,000,000.00
Total	\$4,000,000.00

Sector II Development	Estimated Flow gpd
Crosstrail (Northern including Town Parcels)	204,750
Crosstrail (Southern)	283,000
Misc Property	85,000
Total Sector II Flows (gpd)	578,750

Based on % of Total Flow the Pro-Rata share to each sector is as follows:

Construction Project	Total	Sector I %	Sector I Share	Sector II %	Sector II Share
Cochran Mill Gravity Sanitary Sewer Phase II	\$4,000,000	0%	\$0	100%	\$4,000,000
Total	\$4,000,000		\$0		\$4,000,000

The Pro-Rata share per development within each sector is as follows:

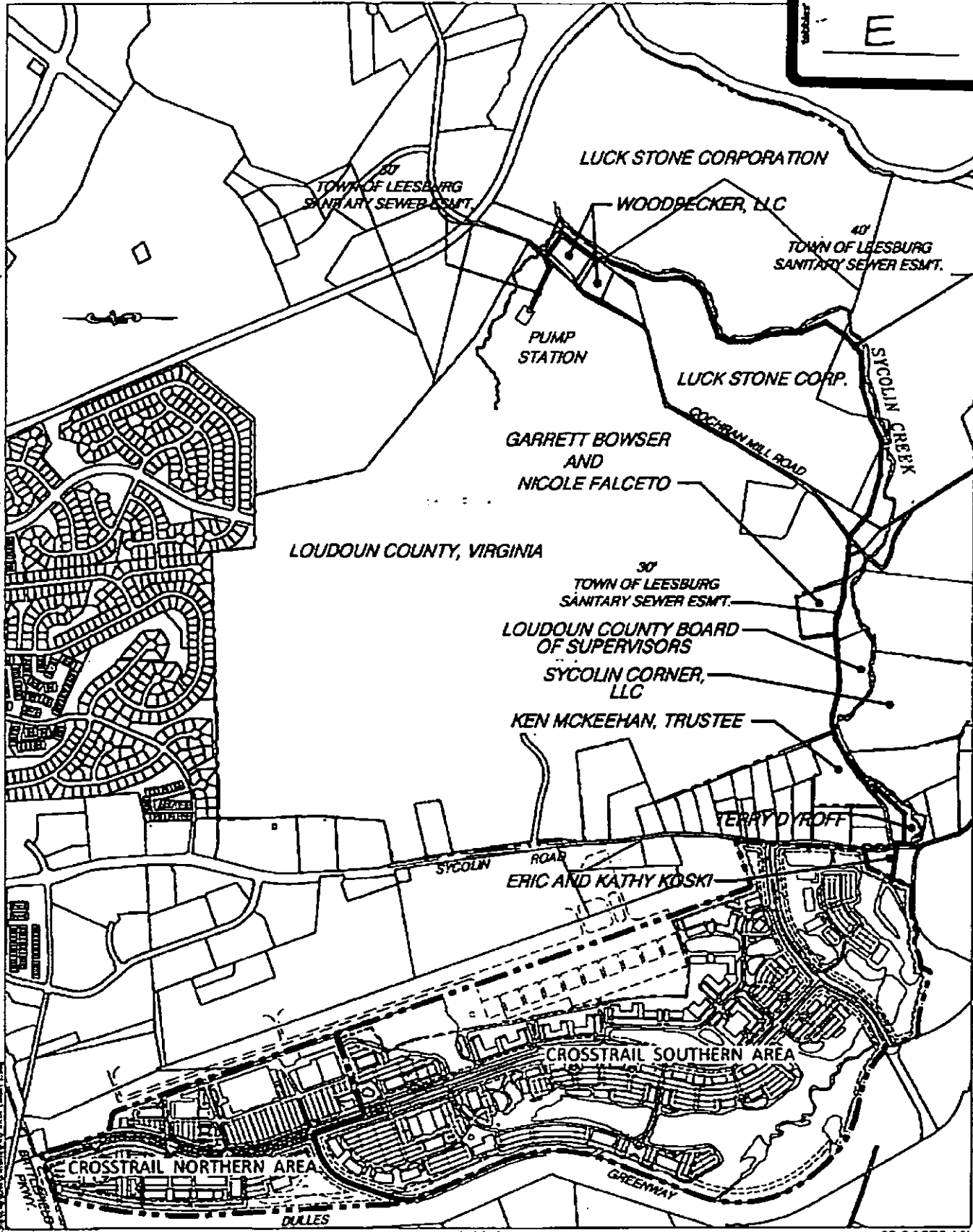
Sector II Development	% of Sector	Pro-Rata Share (2015)
Crosstrail (Northern including Town Parcels)	35%	\$1,415,119
Crosstrail (Southern)	50%	\$1,997,408
Misc Property	15%	\$587,473
Total	100%	\$4,000,000

New Phase II Pro-Rata Rate to be established (Calculation Based on 2014 ENR Index at Adoption)	Total Cost	Total gpd	Pro-Rata Rate (2015)
Sector II	\$4,000,000.00	578,750	\$6.91 per gpd

Note: Change in density of any parcels within both sectors could require a reevaluation of established pro-rata

1/13 ENR Construction Index: 9971.96

EXHIBIT
E



PETERSON
COMPANIES

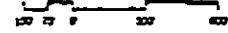
Exhibit "E"

CROSSTRAIL

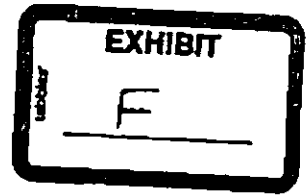
Identification of Required Phase II Easements

October 8, 2014

Scale: 1" = 300'



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VIRGINIA PERFORMANCE BOND

BOND NO. _____

AMOUNT:\$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business _____ within the Commonwealth of Virginia, as SURETY, are held and firmly bound unto The Town of Leesburg as OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER. The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached with _____, naming the OWNER as beneficiary, dated this _____ day of _____, 20____, for: _____

NOW, THEREFORE, the CONTRACTOR shall at all times duly, promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of the CONTRACTOR arising there under, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the CONTRACTOR and final acceptance by the OWNER and comply with all covenants therein contained in the Specifications, Drawings, and other Documents constituting a part of the Contract required to be performed by the CONTRACTOR, in the manner and within the times provided in the Contract, and shall fully indemnify and save harmless the OWNER from all cost and damage which it may suffer by reason or failure so to do, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of

or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

Furthermore, the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work to be performed there under, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: The SURETY named on this bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.



VIRGINIA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the Commonwealth of Virginia; as SURETY, are held and firmly bound unto The Town of Leesburg hereinafter as "TOWN" (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the TOWN, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the TOWN, dated _____, 20 _____, for:

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of the work, and all insurance premiums on the work, and for all labor performed in the work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work, to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER that no final settlement between the TOWN and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: The SURETY named on this bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.



MAINTENANCE AGREEMENT & BOND

Leesburg, Virginia

_____, 20____
Date

Name of Subdivision or Development

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name of Developer)

of _____, as principal,
(Address)

and _____, a corporation organized under the laws of the State of _____, and authorized to conduct business in the Commonwealth of Virginia, as Surety, is held and firmly bound upon the Town of Leesburg, Virginia in the sum of _____ Dollars, (\$ _____) lawful money of the United States for the payment of which will and truly be made, we bind ourselves, our heirs, devisees, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal has heretofore on the _____ day of _____, entered into a contract (PC-2) with said Town of Leesburg, Virginia for the installation and construction of all improvements and facilities as shown on the construction plans of the subdivision or development known as:

Said contract is incorporated herein by reference and made a part hereof as if fully set out herein.

WHEREAS, the improvements have been made and installed in said subdivision or development in accordance with said contract.

NOW, THEREFORE, If the said Principal shall faithfully perform the above mentioned contract by maintaining and keeping said work in good repair for the said maintenance period of one year as provided, including payment to all persons performing labor and furnishing materials in the prosecution of such work, then these presents shall be null and void, and have no further effect, but if default shall be made by the said Principal in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect and said Town of Leesburg, a municipal corporation of Virginia, shall have and recover from the said Principal and its Surety damage, or any expenses incident thereto, in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said _____ Principal, has caused these presents to be executed by its _____, and attested by its _____, and the said _____ Surety, has caused these presents to be executed by its _____, and the said _____ has set his hands this _____ day of _____, 20____.

SURETY

PRINCIPAL

By: _____

By: _____

COUNTERSIGNED BY:

ATTEST: _____

By: _____
Resident Virginia Agent

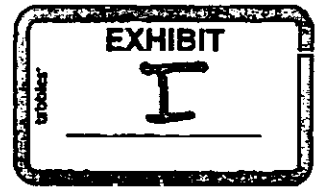


EXHIBIT "I"

Safety Precautions

Safety of Persons and Property.

1. Peterson shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss, to:
 - i. All employees on the Work and other persons who may be affected thereby;
 - ii. All the Work and materials and equipment to be incorporated therein whether in storage off the site, under the care, custody or control of Peterson, machinery and equipment. Peterson shall comply with, and ensure that Peterson's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards, the Manual of Accident Prevention in Construction published by the Associated General Petersons of America and the applicable standards of the Virginia Department of Environmental Quality.
 - iii. Other property at or adjacent to the Work, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Peterson shall give all notices and comply with applicable laws, ordinances, permits, rules, regulations and orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
3. Peterson shall at all times safely guard the Town's property from injury or losses in connection with this Agreement. It shall at all times safely guard and protect its own work and adjacent property as provided by law and the Contract Documents from damage. All security personnel, passageways, guard fences, lights, and other facilities required for protection of the property and the Work described herein shall be provided and maintained at Peterson's expense.
4. Peterson shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

5. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Peterson shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
6. Peterson shall promptly remedy at its own cost and expense all damage or loss to any property referred to in Paragraph 1(ii) and 1(iii) of this Exhibit "T", to the extent that such damage or loss is caused by Peterson. Peterson shall perform such restoration by underpinning, repainting, rebuilding, replanting, or otherwise restoring as may be required or directed by the Town or shall make good such damage in a satisfactory and acceptable manner. In case of failure on the part of Peterson to promptly restore such property or make good such damage, the Town may, upon two days written notice, proceed to repair, rebuild or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or to become due to Peterson under the Agreement.
7. Peterson shall give notice in writing at least 48 hours before breaking ground, to the Town, all persons, public utility companies, superintendents, inspectors or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by Peterson's operation, in order that they may remove any obstruction for which they are responsible and have a representative on site to see that their property is properly protected. Peterson is responsible for any damages or claims resulting from any excavation and shall defend, fully indemnify, and hold harmless the Town from all actions resulting from such work regardless of whether Peterson gave proper notice under this clause.
8. Peterson shall protect all utilities encountered while performing its work, whether indicated on the Contract Documents or not. Peterson shall maintain utilities in service until moved or abandoned. Peterson shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the Town. Peterson shall maintain operating utilities or other services, even if they are shown to be abandoned on the drawings, in service until new facilities are provided, tested and ready for use.
9. Peterson shall return all improvements on or about the site and adjacent property that are not shown to be altered, removed or otherwise changed to conditions that are substantially the same as those that existed prior to starting work.
10. Peterson shall protect the Work, including but not limited to, the site, stored materials and equipment, excavations, and excavated or stockpiled soil or other material, intended for use in the Work, and shall take all necessary precautions to prevent or minimize damage to same or detrimental effect upon its performance, caused by or due to rain, run-off, floods, temperature, wind, dust, sand, and flying debris. For example, but not by way of limitation, Peterson shall, when necessary, utilize temporary dikes, channels or pumping to carry-off, divert or drain water, and as necessary tie-down or otherwise secure the Work and employ appropriate covers and screens.

11. Peterson shall be responsible for the prevention of accidents and the protection of material, equipment and property.
12. Peterson shall not load or permit any part of the Work to be loaded so as to endanger the safety of the Work, persons or adjacent property.
13. Peterson has sole and complete responsibility for the correction of any safety violation and sole liability for the consequences of the violation. Peterson shall give prompt written notice of any safety violation to the Town.
14. Peterson shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the Work, specified to be performed by Peterson and subcontractor(s).
15. Peterson shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution to prevent damage to pipes, conduits and other underground structures, curbs, pavements, etc., except those to be removed or abandoned in place and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. Any damage which occurs by reason of the operations under this Agreement shall be completely repaired by Peterson at Peterson's expense.
16. Peterson shall shore, brace, underpin, secure, and protect, as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site that may be affected in any way by excavations or other operations connected with the Work contained in this Agreement. Peterson shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owned or other party before commencement of any Work. Peterson shall indemnify and save the Town harmless from any damages on account of settlements or loss of all damages for which the Town may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
17. Peterson shall identify to the Town at least one on-site person who is Peterson's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the Work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of Peterson's personnel from the work site.
18. Peterson shall provide to the Town, a copy of Peterson's or its general contractor's written safety policies and safety procedures applicable to the Work within seven (7) days after the issuance of the Notice to Proceed.

60608842_3

The Town of
**Leesburg,
Virginia**

PRESENTED: March 24, 2015

RESOLUTION NO. 2015-039

ADOPTED: March 24, 2015

A RESOLUTION: AMENDING AND ESTABLISHING PRO-RATA FEES FOR THE PHASE I AND PHASE II LOWER SYCOLIN SANITARY SEWER CONVEYANCE SYSTEM

WHEREAS, Section 34-128 of the Town Code authorizes the Town to collect pro-rata fees for Town constructed sewer facilities necessitated, at least in part, by future subdivisions or development of land; and

WHEREAS, Resolution 2005-182 established a pro-rata fee for Area A (formally Section I) and Area B (formally Section II) for Lower Sycolin Creek Sanitary Sewer Conveyance Systems; and

WHEREAS, the Lower Sycolin Creek Sanitary Sewer Conveyance System has been divided into two construction phases (Phase I and Phase II); and

WHEREAS, the Town constructed a pump station, force main and associated Phase I gravity sewer main to provide sewer service to a portion of the Lower Sycolin Creek sewer shed properties; and

WHEREAS, the actual cost to date of engineering and construction Phase I and engineering Phase II of the conveyance system is \$5,329,878.40; and

WHEREAS, the fixed construction cost of Phase II of the sewer conveyance system is \$4,000,000.00 per attached sewer construction agreement; and

WHEREAS, it has been determined that approximately 12% of the cost of the design and construction related to Phase I of system is for the benefit of the existing customers and the remaining 88% is for the benefit of property owners of undeveloped lands in the Lower Sycolin Sewer shed; and

A RESOLUTION: CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, it has been determined that the costs for the design and construction related to Phase II of system is for 100% of the benefit of property owners of undeveloped lands in the Lower Sycolin Sewer shed; and

WHEREAS, the identification of the properties in the tables that follow is merely for purposes of identifying properties which may benefit from this capital project and is in no way a commitment, on the part of Town Council, to extend utilities to properties outside the Town corporate boundaries; and

WHEREAS, the following allocation for Phase I have been determined based on properties and uses subject to the Phase I pro-rata and has been adjusted accordingly to actual engineering and construction costs of \$5,329,878; and

Construction Project	Total	Area A %	Area A Share	Area B %	Area B Share
Lower Sycolin Pump Station	\$2,134,000	26%	\$552,120	74%	\$1,581,880
Lower Sycolin Force Main	\$855,568	26%	\$221,357	74%	\$634,211
Airport Gravity Sanitary Sewer (Phase I)	\$1,386,663	100%	\$1,386,663	0%	\$0
Engineering Design & SDC's for Pump Station, FM, Phases I & II	\$953,647	26%	\$246,733	74%	\$706,914
Total	\$5,329,878		\$2,406,874		\$2,923,005

A RESOLUTION: CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, the following allocations for Phase II have been determined, based on properties and uses subject to the pro-rata Phase II and has been established based on the fixed construction cost of \$4,000,000 per the sewer construction agreement with Peterson Companies; and

Construction Project	Total	Area A %	Area A Share	Area B %	Area B Share
Cochran Mill Gravity Sanitary Sewer Phase II	\$4,000,000	0%	\$0	100%	\$4,000,000
Total	\$4,000,000		\$0		\$4,000,000

WHEREAS, the following table demonstrates costs assigned to each property based on the most current available data for Phase I Pro-Rata; and

Area A Development	% of Sector for Phase I	Phase I Pro-Rata Share (2005)	Phase I Pro-Rata Share (2015 Cost Index)
Existing Town Customers	44%	\$1,072,369	Not Recoverable
Loudoun County	12%	\$285,965	\$375,691
Tuscarora Crossing	43%	\$1,024,709	\$1,346,226
Cochran Mill Road (Industrial Plant)	1%	\$23,830	\$31,308
Total	100%	\$2,406,874	\$1,753,224

Area B Development	% of Sector for Phase I	Phase I Pro-Rata Share (2005)	Phase I Pro-Rata Share (2015 Cost Index)
Compass Creek (Northern including Town Parcels)	35%	\$1,034,100	\$1,363,480
Crosstrail (Southern)	50%	\$1,459,608	\$1,924,522
Misc. Property (Unassigned Area)	15%	\$429,297	\$566,036
Total	100%	\$2,923,005	\$3,854,038

A RESOLUTION: CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, the following table demonstrates costs assigned to each property based on the most current available data for Phase II Pro-Rata;

Area B Development	% of Sector for Phase II	Phase II Pro-Rata Share (2014)
Compass Creek (Northern including Town Parcels)	35%	\$1,415,119
Compass Creek (Southern)	50%	\$1,997,408
Misc. Property (Unassigned Area)	15%	\$587,473
Total	100%	\$4,000,000

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

SECTION I. The Lower Sycolin Creek Sanitary Sewer Conveyance System Phase I Pro-rata fee is hereby reestablished and adjusted to reflect actual engineering and construction costs, effective upon passage, at a rate of \$11.92 per gallon per day of estimated usage for Phase I, Area A properties (previously \$8.76 per gallons per day) and \$5.05 per gallon per day for Area B properties (previously \$9.24 per gallons per day).

SECTION II. The Lower Sycolin Creek Sanitary Sewer Conveyance System Phase II Pro-Rata fee is hereby established to reflect the fixed construction cost, effective upon passage, at a rate of \$6.91 per gallon per day of estimated usage for Area B properties (previously \$9.24 per gallons per day). Therefore, Area B properties are subject to both Phase I (Pump station, force main, design and engineering costs) and Phase II (gravity main) Pro-rata fees.

SECTION III. The fees as specified in Area A and Area B shall be paid prior to the issuance of a Zoning Permit and concurrently with payment of all other required off-site and availability fees for new connections or increased use of existing connections to the Lower Sycolin Creek Sanitary Sewer Conveyance System.


A RESOLUTION: CONSTRUCTION OF PHASE II LOWER SYCOLIN GRAVITY MAIN
AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE
SERVICES


SECTION IV. The fee shall be adjusted by the percentage increase or decrease in Engineering News Record Construction Cost Index value at the time of application. The Construction Cost Index value from which the increase or decrease shall be measured is 7563 for Phase I and 9962 for Phase II.

SECTION V. The fees established herein shall be calculated based on the gallons per day usage per establishment as outlined on Drawing SD-2 (Average Daily Sewage Flows) in the Town's Design and Construction Standards Manual.

SECTION VI. The fees established herein shall run with the property and the Town Manager shall maintain for public inspection a record of properties subject to these fees.

PASSED this 24th day of March, 2015.


Kristen C. Umstatt, Mayor
Town of Leesburg

ATTEST:

Clerk of Council



Date of Council Work Session: March 24, 2015

**TOWN OF LEESBURG
TOWN COUNCIL MEETING**

Subject: Sewer Agreement and Sole Source Procurement for Construction of Phase II of Lower Sycolin Sanitary Sewer Conveyance System Lower Sycolin Sewer Agreement by Peterson Companies

Staff Contact: Amy Wyks, Director of Utilities
Barbara Notar, Town Attorney
Renee LaFollette, Director Capital Projects

Council Action Requested: A decision by Council is needed to approve a construction agreement between the Town of Leesburg (“Town”) and the Peterson Companies (“Peterson”). A determination by Council is needed if the construction agreement is a “sole source” under the Virginia Public Procurement Act (“VPPA”) for the Phase II gravity sanitary sewer main of the Lower Sycolin Sanitary Sewer Conveyance System.

Staff Recommendation: Staff recommends approval of the resolution for a construction agreement with Peterson and declaring the construction agreement as sole source procurement under the VPPA to construct the Phase II gravity sanitary sewer main for the Lower Sycolin Sanitary Sewer Conveyance System.

Commission Recommendation: Not Applicable.

Fiscal Impact: The Lower Sycolin Sanitary Sewer Conveyance System is an approved Capital Improvement Program in the total amount of \$9,329,878. Phase I was completed in June 2014 and the project cost was \$5,329,878 (Including design costs for Phase II.) Phase II will be constructed by Peterson at a mutually agreed upon fixed cost of \$4,000,000. Construction of the Phase II gravity main will be constructed by Peterson, and the sewer agreement outlines the negotiated Town reimbursement for construction. As properties are developed within the sewer shed, a pro-rata fee will be calculated and charged in order to recover the cost to design and construct both phases of the sanitary sewer system.

Executive Summary: The proposed sewer construction agreement and sole source procurement would permit Peterson to construct the Phase II Lower Sycolin Sanitary Sewer gravity sewer main along Cochran Mill Road to their property at Compass Creek (Formally Crosstrail). In 2002, the Lower Sycolin Creek Sewer Shed Study determined the best alternative to provide sewer service to area including sewer pipe alignment, pump station and proposed area with associated flows for the Lower Sycolin Sewer shed located within the JMLA. In 2012, Council committed to the Phase II gravity sewer main with resolutions for condemnation of land

to obtain easements for the sanitary sewer main. There is portion of the sanitary sewer line that will parallel the future reclaimed water main to Panda Energy. Over blasting within the easements for the two pipes has been included in agreements with both Peterson and Panda Energy. Two separate and independent engineering cost estimates have been completed and the proposed \$4 Million construction was with \$20,000 of each estimate. Peterson runs the risk if the construction cost exceeds \$4 Million and Peterson will not be charging any overhead or fee for the management and oversight of the project.

Code of Virginia, Section 2.2-4303(E) of the VPPA authorizes the Town Council to forego competitive sealed bidding or competitive negotiation if the council determines, in writing, that only one source is practicably available to complete the services for which procurement is needed. Peterson owns one-third of the land which will be served by the Phase II Project and is in the process of developing this land. Peterson desires sanitary sewer service to be available and is willing to construct the line on behalf of the Town. If the Town Council determines that the Peterson/Town Agreement is a sole source, the Town Manager can procure and execute an Agreement with Peterson to construct the Phase II Project.

Background: The Lower Sycolin Sanitary Sewer Conveyance System is an approved and funded Capital Improvement Program in the total amount of \$9,329,878. Phase I was completed in June 2014 and the project cost was \$5,329,878 (Including design costs for Phase II.) In 2012, the Town's Capital Improvements staff began acquiring easements for the proposed Phase II gravity sewer main. Phase II will be constructed by Peterson at a mutually agreed upon fixed cost of \$4,000,000 per attached sewer construction agreement outlining terms and reimbursement. As properties are developed within the sewer shed, a pro-rata fee will be calculated and charged in order to recover the cost to design and construct both phases of the sanitary sewer system.

Since discussion began regarding the development of Crosstrail (Compass Creek), the Town and Peterson have been working together to develop an agreement to ensure sanitary sewer capacity will be readily available for the development. Both parties, during meetings and conference calls, have worked through numerous issues including reimbursement of costs associated with engineering, construction, and inspection services. The project will not be publicly bid by the Town, but will follow all provisions in the attached sewer construction agreement. In order to properly evaluate the proposed agreement by Peterson, the Town retained Greene Hurlocker, PLC to assist in the review.

The attached sewer construction agreement for Phase II gravity sewer main includes the following:

1. Peterson to construct Lower Sycolin Phase II for \$4,000,000.00. If the Town constructs Phase II, management and change orders could result in a higher total construction cost;
2. Peterson will not be charging any overhead or fee for the management and oversight of the project.
3. Peterson is taking responsibility for the schedule and delivery obligations.
4. Peterson is uniquely positioned to execute the work in conjunction with the development of the Compass Creek onsite infrastructure.

5. The approval of the Agreement will resolve potential timing issues with the delivery of the reclaimed water line with Panda Energy.
6. Town has previously acquired easements for gravity sewer main to Compass Creek development;
7. Town to reimburse Peterson for approximately \$2,584,881 which represents the pro-rata share of miscellaneous properties, and the southern Crosstrail development that benefit from construction of Phase II gravity sewer;
8. Town will reimburse Peterson the Phase II pro-rata of approximately \$1,415,119 when the northern development public facilities permits are paid. Note: The Phase I pro-rata for the northern development will also be paid to the Town during the permit process.
9. The southern development projects will pay the Town their cost share of Phase I and Phase II pro-rata's with public facility permit process. (No reimbursement to Peterson)
10. The Town will receive Pro-Rata fees to recover the cost of Phase I & II of the project when properties are developed within the Lower Sycolin Sewershed; and
11. The Town will receive revenue calculated by out of town sewer usage charges for the majority of the properties developed within the Lower Sycolin Sewershed.

The award of this Agreement is subject to the Virginia Public Procurement Act. In order for the Town to award this contract to Peterson, the Town Council must determine, in writing, that Peterson is a "sole source" under Code of Virginia, § 2.2-4303(E). A sole source determination may occur "if there is only one source practicably available for that which is to be procured". The test for sole source is whether a particular product or service is "practicably" available, not whether it can be found anywhere. Peterson owns one-third of the land for which the Phase II Project will serve. Peterson is currently developing the land and desires the Project to be completed to continue its development. Peterson is in a unique position to construct the Phase II Project on behalf of the Town and can be considered a "sole source" under the VPPA.

Attachments: Resolution

Agreement with Peterson Companies

Map of Lower Sycolin Sanitary Sewer Conveyance System

The Town of
**Leesburg,
Virginia**

PRESENTED: June 23, 2015

RESOLUTION NO. 2015-072

ADOPTED: June 23, 2015

A RESOLUTION: AUTHORIZING AN AGREEMENT AND APPROVING A PERFORMANCE GUARANTEE AND WATER AND SEWER EXTENSION PERMITS FOR COMPASS CREEK COMMERCIAL CENTER PHASE 1 (TLPF-2014-0023)

WHEREAS, Leesburg Commercial L.C., the developer of Compass Creek Commercial Center Phase 1 has requested approval of a Corporate Surety Bond from Hartford Fire Insurance Company in the amount of \$7,474,000 to guarantee the public improvements; and

WHEREAS, the Director of Public Works recommends approval of a contract for installation of public improvements and acceptance of a performance guarantee for Compass Creek Commercial Center Phase 1.

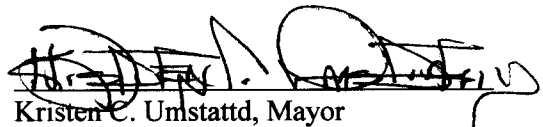
THEREFORE, RESOLVED by the Council of the Town of Leesburg in Virginia as follows:

SECTION I. The Town Manager shall execute the contract for public improvements for the improvements shown on the plans to be approved by the Director of Plan Review for Compass Creek Commercial Center Phase 1.

SECTION II. A Corporate Surety Bond from Hartford Fire Insurance Company in the amount of \$7,474,000 is approved as security to guarantee installation of the public improvements shown on plans to be approved by the Director of Plan Review for Compass Creek Commercial Center Phase 1.

SECTION III. The extension of municipal water and sewer for of Compass Creek Commercial Center Phase 1 is approved in accordance with Section 34-25 and Section 34-123 of the Town Code.

PASSED this 23rd day of June, 2015.


Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:

Clerk of Council

The Town of
**Leesburg,
Virginia**

PRESENTED: September 22, 2015

RESOLUTION NO. 2015-100

ADOPTED: September 22, 2015

A RESOLUTION: AUTHORIZING AN AGREEMENT AND APPROVING A PERFORMANCE GUARANTEE AND WATER AND SEWER EXTENSION PERMITS FOR WALMART STORE #1904-05 (TLPF-2014-0027)

WHEREAS, Wal-Mart Real Estate Business Trust, the developer of Walmart Store #1904-05 in the Compass Creek Development has requested approval of a Corporate Surety Bond from Fidelity and Deposit Company of Maryland in the amount of \$671,000 to guarantee the public improvements; and

WHEREAS, the Assistant Town Manager recommends approval of a contract for installation of public improvements and acceptance of a performance guarantee for Walmart Store #1904-05.

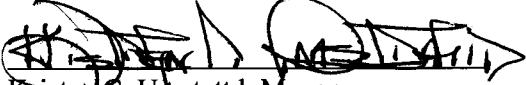
THEREFORE, RESOLVED by the Council of the Town of Leesburg in Virginia as follows:


SECTION I. The Town Manager shall execute the contract for public improvements for the improvements shown on the plans to be approved by the Director of Plan Review for Walmart Store #1904-05.

SECTION II. A Corporate Surety Bond from Fidelity and Deposit Company of Maryland in the amount of \$671,000 is approved as security to guarantee installation of the public improvements shown on plans to be approved by the Director of Plan Review for Walmart Store #1904-05.

SECTION III. The extension of municipal water and sewer for of Walmart Store #1904-05 is approved in accordance with Section 34-25 and Section 34-123 of the Town Code.

PASSED this 22nd day of September, 2015.


Kristen C. Umstatt, Mayor
Town of Leesburg

ATTEST:

Clerk of Council

DEED PREPARED BY: Prepared By: Bryan Lytton, Esq., Virginia Bar No.: 82362

CONSIDERATION: \$71,034,600.00

Assessed Value: \$1,759,100.00

Grantor: Leesburg Commercial L.C.

Grantor's Address: 12500 Fair Lakes Circle, Suite 400, Fairfax, VA 22033

Grantee: Microsoft Corporation, a Washington corporation

Grantee's Address: Microsoft, PO Box 25910, Scottsdale, AZ 85254

Loudoun County Parcel Identification No.: 234-19-5842-000

Record and Return to:

Commercial Title Group

1320 Old Chain Bridge Road, Suite 210

McLean, VA 22101

File No. 192003350

Title Insurer: First American

SPECIAL WARRANTY DEED

THIS DEED is made as of September 20, 2018 by and between **LEESBURG COMMERCIAL L.C.**, a Virginia limited liability company, as Grantor and **MICROSOFT CORPORATION**, a Washington corporation, as Grantee.

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey, with Special Warranty of Title, unto the Grantee, all that certain property described on Exhibit A attached hereto and incorporated herein located in the County of Loudoun, Virginia (the "Property"),

TOGETHER WITH all ways, easements, rights, privileges and appurtenances thereto or in any way appertaining, all improvements thereon and all estate, right, title, interest and claim, either at law or in equity, of Grantor in said Property.

This conveyance is made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

Grantor covenants that it will execute such further assurances as may be requisite.

[Signatures follow on next page].

WITNESS the following signature(s) and seal(s):

LEESBURG COMMERCIAL L.C.,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
Its: Manager


By 
to Jan M. Peterson, Manager

Commonwealth of Virginia

County of Fairfax

The foregoing instrument was acknowledged before me this 18th day of September, 2018, by Jan M. Peterson, the Manager of MVP Management, LLC, a Virginia limited liability company, the Manager of Leesburg Commercial L.C., a Virginia limited liability company, on behalf of the company.

(Seal and Expiration Date)


Notary Public

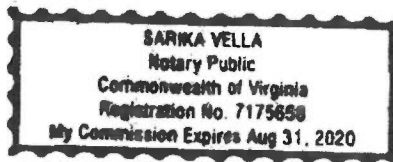


EXHIBIT "A"

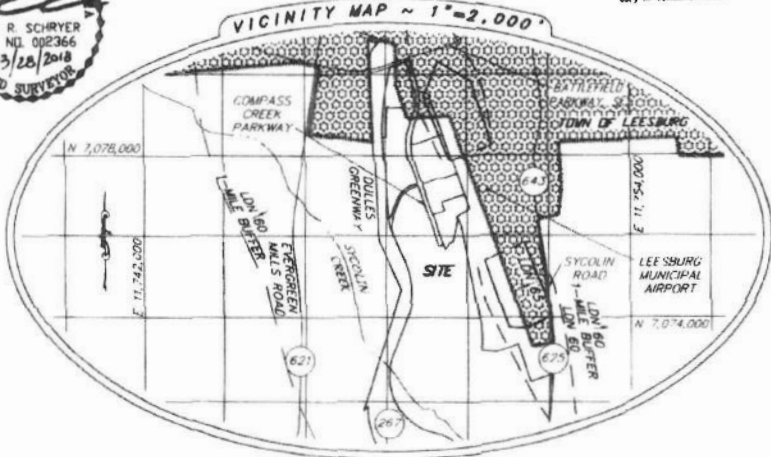
LEGAL DESCRIPTION

ALL THAT CERTAIN lot or parcel of land, situate, lying and being in Loudoun County, Virginia, and more particularly described as follows:

New Parcel A-1 containing 333.4992 acres, more or less, as shown on plat prepared by Dewberry Engineers Inc., entitled "Boundary Line Adjustment of Parcel A-1 and Parcel A-2 of a Division of the Lands of Leesburg Commercial L.C., Catocin Election District, Loudoun County, Virginia" recorded as Instrument No. 201804130020262 among the land records of Loudoun County, Virginia, attached to and recorded with Deed of Boundary Line Adjustment and Deed of Trust Modification recorded as Instrument No. 201804130020261, among the aforesaid land records.



Filed with Instrument Number: 201804130020261
 20180413-0020261
 Loudoun County, VA
 4/13/2018 10:02:42 AM
 Gary H. Clement, Clerk

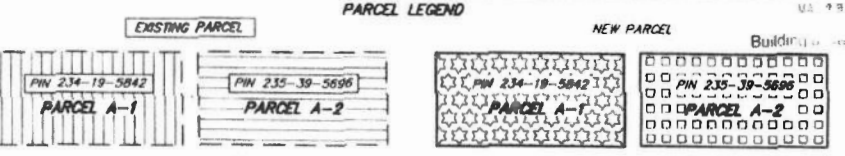
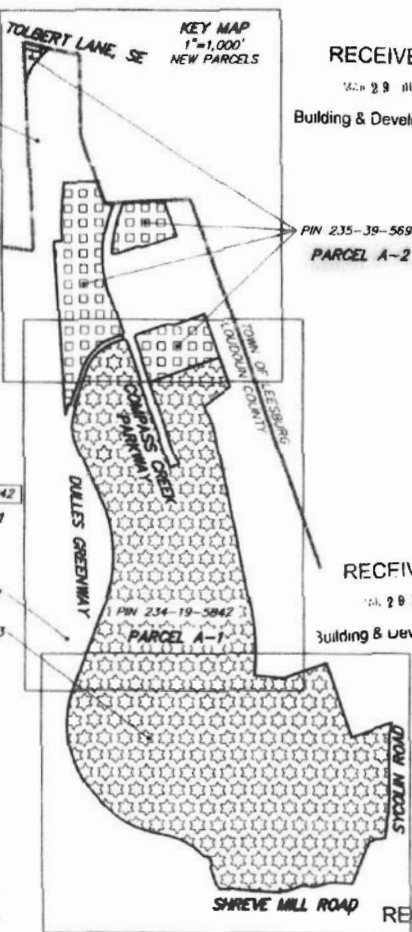
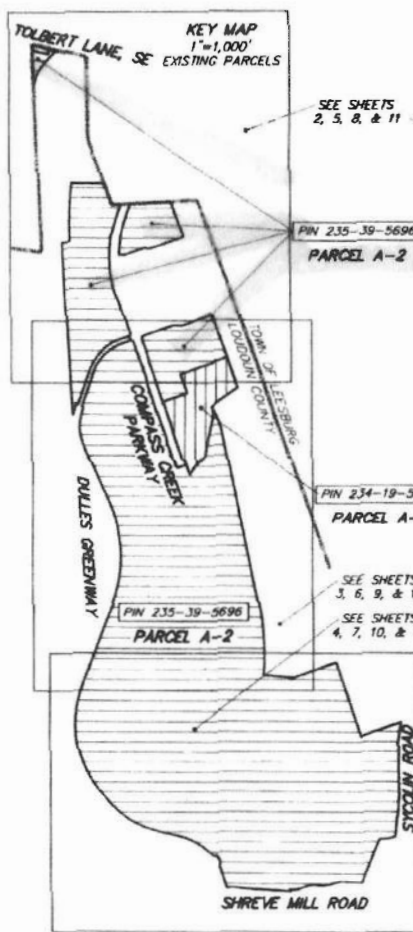


- NOTES**
- THE PROPERTIES SHOWN HEREON ARE DESIGNATED AS LOUDOUN COUNTY TAX ASSESSMENT PARCEL PIN 234-19-5842 (PARCEL A-1) AND PIN 235-39-5696 (PARCEL A-2). PARCEL A-1 IS ZONED PD-CC-50, PD-10, A1 (AIRPORT IMPACT OVERLAY DISTRICT), LOD (LIMESTONE OVERLAY DISTRICT) AND FOD (FLOODPLAIN OVERLAY DISTRICT), PARCEL A-2 IS ZONED PD-P, AND A1 (AIRPORT IMPACT OVERLAY DISTRICT), ALL UNDER THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE.
 - THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND DOES NOT PURPORT TO REFLECT ALL EASEMENTS, ENCUMBRANCES OR OTHER CIRCUMSTANCES AFFECTING THE TITLE TO THE SUBJECT PROPERTY.
 - THE PROPERTY LINES SHOWN HEREON ARE PER BOUNDARY SURVEYS PREPARED BY DEWBERRY ENGINEERS INC., FOR EACH OF THE PROPERTIES. SAID INFORMATION IS WITHIN THE MINIMAL ERROR OF CLOSURE REQUIREMENTS OF NOT LESS THAN ONE IN TWENTY THOUSAND (1:20,000), AND ON VIRGINIA STATE GRID NORTH - NAD 83.
 - THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD. DEWBERRY HAS NOT BEEN PROVIDED A CURRENT TITLE REPORT AND THUS CANNOT STATE AS TO THE EXISTENCE OF ANY COVENANTS OR RESTRICTIONS.
 - APPROVAL OF THIS PLAT IN NO WAY RELIEVES THE OWNERS, DEVELOPERS, OR THEIR AGENTS OF ANY RESPONSIBILITIES REQUIRED BY THE COUNTY OF LOUDOUN.
 - THE PROPERTY SHOWN HEREON IS SUBJECT TO CONDITIONS CONTAINED WITHIN §4-1500 (FLOODPLAIN OVERLAY DISTRICT) §5-1000 (SOUND CREEK VALLEY BUFFER), §4-1900 (LIMESTONE OVERLAY DISTRICT) AND §4-1400 (AIRPORT IMPACT OVERLAY DISTRICT) OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE.
 - PORTIONS OF THE PROPERTIES FALL WITHIN MINOR AND MAJOR FLOODPLAIN AS IDENTIFIED ON THE LOUDOUN COUNTY FLOODPLAIN MAP. ANY USE OR ACTIVITY IN THE FLOODPLAIN OVERLAY DISTRICT, INCLUDING THE INSTALLATION OF PRIVATE DRIVES, REQUIRES A ZONING PERMIT IN ACCORDANCE WITH PROCEDURES SET FORTH IN THE ZONING ORDINANCE. THE EXTENT OF A FLOODPLAIN OVERLAY DISTRICT IS DYNAMIC IN NATURE AND IS A FUNCTION OF LAND USE; THEREFORE, THE BOUNDARY OF A FLOODPLAIN OVERLAY DISTRICT IS SUBJECT TO CHANGE WITH CHANGING LAND USE.
 - THERE IS FLOODPLAIN ON THE PROPERTIES THAT ARE THE SUBJECT OF THIS APPLICATION. THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) OF LOUDOUN COUNTY COMMUNITY PANEL NUMBERS FOR THE PROPERTY THAT IS THE SUBJECT OF THIS APPLICATION ARE 51107C0230E, 51107C0233E AND 51107C0243E, ALL EFFECTIVE FEBRUARY 17, 2017. THE DEPICTED BOUNDARY OF THE EXISTING FLOODPLAIN IS BASED ON THE FIRM.
 - PORTIONS OF THE PROPERTY CONTAIN STEEP SLOPES. LOCALTIONAL CLEARANCE FOR LAND DISTURBING ACTIVITIES WITHIN STEEP SLOPE AREAS SHALL BE REQUIRED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN §5-1508 OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE.
 - PER PROFFER I.C.B. OF ZMAP 2012-0021, THE VERNAL POOL AND EXISTING HEALTHY TREES SURROUNDING SUCH SHALL BE PRESERVED IN A CONSERVATION EASEMENT CREATED TO THE BENEFIT OF LOUDOUN COUNTY. SUCH CONSERVATION EASEMENT SHALL BE 1.25 ACRES IN SIZE AND SHALL BE CREATED PRIOR TO THE FINAL APPROVAL OF A SITE PLAN FOR THE CONTIGUOUS PORTION OF THE SUBJECT LAND.
 - STRUCTURES SUBJECT TO ZONING ORDINANCE MINIMUM YARD REQUIREMENTS WHICH ARE NOT SHOWN ON THE PLAT WILL BE REMOVED, UNLESS SATISFACTORY ALTERNATE ARRANGEMENTS HAVE BEEN APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF BUILDING AND DEVELOPMENT FOR LOUDOUN COUNTY, VIRGINIA.
 - AFTER THE RECORDED OF THIS PLAT, PARCEL A-2 WILL CONTINUE TO BE A SINGLE, UNDIVIDED PARCEL CONTAINING 52.4481 ACRES. IT MAY BE CONVEYED ONLY AS A SINGLE PARCEL, AN EITHER OF ITS SEPARATE PORTIONS OR AREAS MAY BE CONVEYED SEPARATELY FROM THE OTHER(S) WITHOUT FIRST OBTAINING SUBDIVISION APPROVAL.
 - PORTIONS OF THE PROPERTIES LIE WITHIN THE 1/4 MILE BUFFER, LDR 60, AND 65 ZONES ASSOCIATED WITH LEEBSBURG MUNICIPAL AIRPORT. THE STANDARDS OF §4-1400 (AIRPORT IMPACT OVERLAY DISTRICT) OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE SHALL APPLY TO THE PROPERTIES. A FULL WRITTEN DISCLOSURE STATEMENT WILL BE PROVIDED TO ALL PROSPECTIVE PURCHASERS IN ACCORDANCE WITH §4-1404(A)(1) & (B)(1) OF THE LOUDOUN COUNTY ZONING ORDINANCE. A DISCLOSURE STATEMENT WILL BE PLACED ON ALL SITE PLANS AND DEEDS, AND ADJUSTICAL TREATMENT MAY BE INCORPORATED INTO DEEDS WITHIN THE AREA BETWEEN THE LDR 60-65 CONTOURS AS IS NECESSARY TO MEET THE REQUIREMENTS OF §4-1404(B)(2).
 - DEVELOPMENT OF THE SUBJECT PROPERTY IS SUBJECT TO CONDITIONS OBTAINED WITHIN ZMAP 2012-0021 (APPROVED DECEMBER 4, 2013), ZM02 2013-0002 (APPROVED DECEMBER 4, 2013), SFEZ 2012-0047 (APPROVED DECEMBER 4, 2013), SPM 2013-0008 (APPROVED DECEMBER 4, 2013), BLAD 2005-0025 (APPROVED FEBRUARY 10, 2008), BLAD 2005-0026 (APPROVED FEBRUARY 10, 2008), BLAD 2008-0068 (APPROVED SEPTEMBER 4, 2007), BLAD 2012-0014 (APPROVED SEPTEMBER 28, 2012), SBWV 1991-0007 (APPROVED SEPTEMBER 23, 1993), SBWV 1991-0008 (APPROVED SEPTEMBER 24, 2014), SBWV 2008-0011 (APPROVED MAY 4, 2010), ESMT 2007-0029 (APPROVED OCTOBER 18, 2007), CP44 1991-0005 (APPROVED SEPTEMBER 22, 1993), CP4M 2006-0002 (APPROVED DECEMBER 5, 2006), CP4P 2014-0034 (APPROVED OCTOBER 1, 2015), DED1 2015-0001 (APPROVED OCTOBER 19, 2015), CP4P 2011-0015 (APPROVED APRIL 8, 2013), DED2 2012-0014 (APPROVED AUGUST 27, 2015), BLAD 2015-0011 (APPROVED NOVEMBER 20, 2015), BLAD 2015-0020 (APPROVED AUGUST 28, 2016), AND LEEBS 2016-0001 (APPROVED FEBRUARY 14, 2016).
 - THE PROPERTIES SHOWN HEREON RECEIVE WATER SERVICE AND SANITARY SEWER SERVICE FROM THE TOWN OF LEEBSBURG, VIRGINIA.

CORNER LEGEND
 * POINT
 O IRON PIPE FOUND
 M PIPE SET

REVISION BLOCK		
DATE	DESCRIPTION	NUMBER
02/21/2018	COUNTY COMMENTS	1

OWNER
 LEEBSBURG COMMERCIAL L.C.
 12500 FAIR LAKES CIRCLE
 SUITE 400
 FAIRFAX, VIRGINIA 22033



APPROVAL BLOCK
 LAND DEVELOPMENT APPLICATION NUMBER BLAD 2018-0005
 APPROVED IN ACCORDANCE WITH CHAPTER 1243 OF THE LOUDOUN COUNTY LAND SUBDIVISION AND DEVELOPMENT ORDINANCE
 TO WHICH REFERENCE IS HEREBY MADE FOR LIMITATIONS OF SUCH REVIEW AND APPROVAL
 APR 5 2018
 DIRECTOR
 DEPARTMENT OF BUILDING AND DEVELOPMENT

BOUNDARY LINE ADJUSTMENT
 OF
 PARCEL A-1 AND PARCEL A-2
 OF A DIVISION OF THE LANDS OF
 LEEBSBURG COMMERCIAL L.C.
 CATOCTIN ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA
 SCALE: N/A ~ DATE: JANUARY 9, 2018

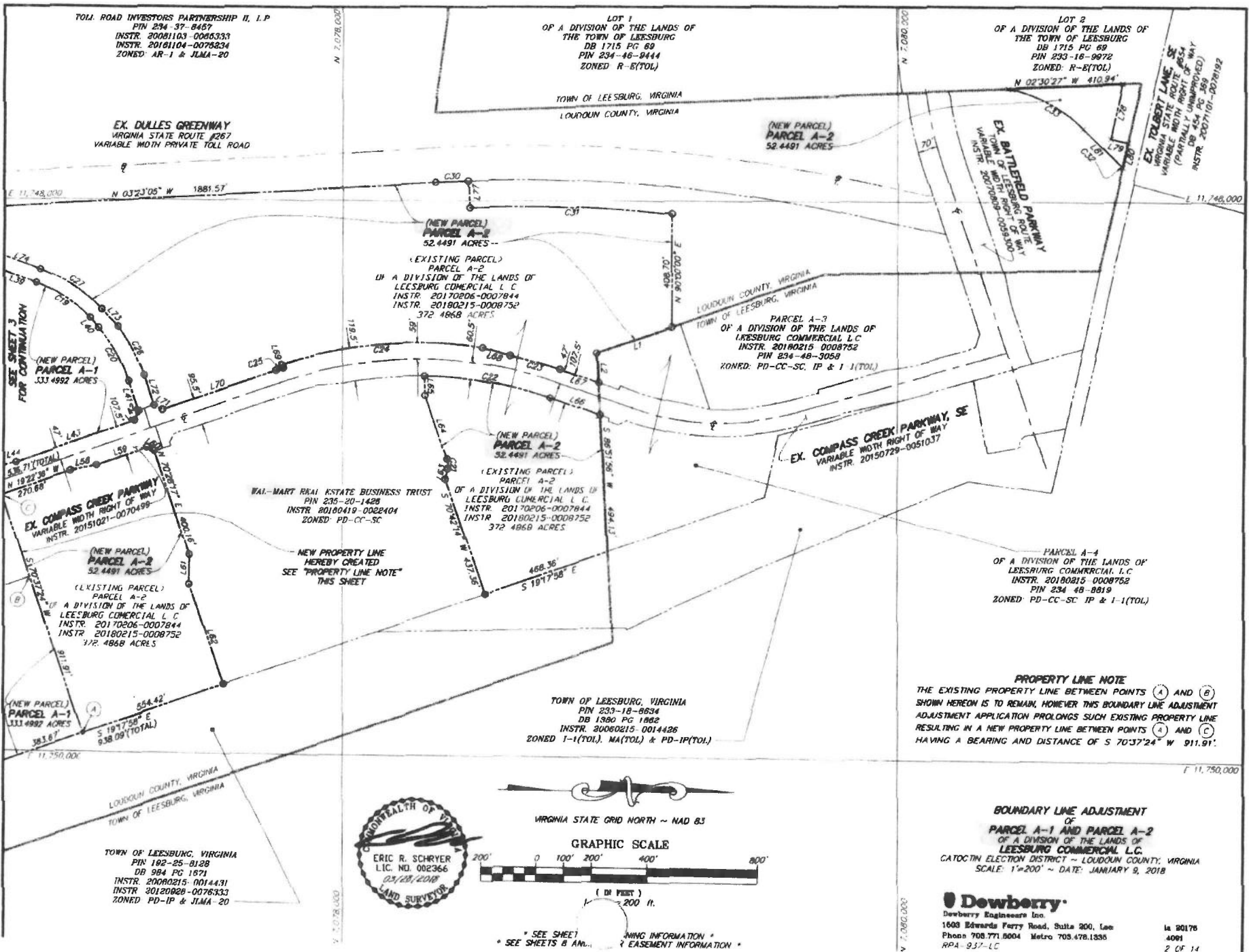
Dewberry
 Dewberry Engineers Inc.
 1505 Edwards Ferry Road, Suite 800, Leesburg, Virginia 80176
 Phone 703.771.8004 Metro 703.478.1938 F: 771.4081
 RPA 937-1.C

RECEIVED
 MAR 29 2018
 Building & Development

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 Building & Development

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 Building & Development

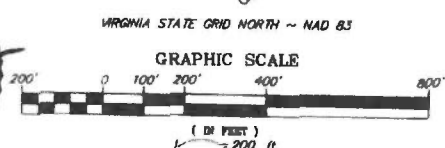
Project: Mar. 28, 2018 at 1:46pm
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* SEE SHEET 1 FOR EASEMENT INFORMATION *
* SEE SHEETS B AND C FOR EASEMENT INFORMATION *

The Town of
Leesburg,
Virginia

PRESENTED: November 26, 2019

ORDINANCE NO. 2019-O-021

ADOPTED: November 26, 2019

AN ORDINANCE: AMENDING TOWN OF LEESBURG ZONING ORDINANCE ARTICLE 8 TO ESTABLISH NEW ZONING DISTRICTS, PLANNED DEVELOPMENT-COMMERCIAL CENTER-SMALL REGIONAL CENTER (PD-CC-SC) AND PLANNED DEVELOPMENT-INDUSTRIAL PARK (PD-IP)

WHEREAS, the Town anticipates that certain parcels in the Town of Leesburg Joint Land Management Area in the Compass Creek development area will be become part of the Town by boundary line agreement, annexation or otherwise: and

WHEREAS, Loudoun County has zoned some of the boundary line agreement (BLA) Parcels as Planned Development –Commercial Center-Small Regional Center (PD-CC-SC) and Planned Development –Industrial Park (PD-IP) under the Loudoun County Zoning Ordinance; and

WHEREAS, the Town wishes to consider the continuation of the effect of these existing County Development Approvals to allow the orderly transition of the BLA Parcels into the Town of Leesburg; and

WHEREAS, the Town wishes to incorporate and adapt the PD-CC-SC and PD-IP districts into the Town of Leesburg Zoning Ordinance for purposes of administering these BLA properties; and

WHEREAS, on August 13, 2019, the Town Council initiated amendments to the Town of Leesburg Zoning Ordinance by adopting Resolution No. 2019-122 authorizing adaption and incorporation of the County PD-CC-SC and PD-IP zoning districts into the Town of Leesburg Zoning Ordinance; and

WHEREAS, a duly advertised Planning Commission public hearing was held on these amendments on October 17, 2019; and

WHEREAS, at their October 17, 2019, meeting, the Planning Commission recommended approval of these amendments to the Zoning Ordinance to the Town Council; and

AN ORDINANCE: AMENDING TOWN OF LEESBURG ZONING ORDINANCE ARTICLE 8 TO ESTABLISH NEW ZONING DISTRICTS, PLANNED DEVELOPMENT-COMMERCIAL CENTER-SMALL REGIONAL CENTER (PD-CC-SC) AND PLANNED DEVELOPMENT-INDUSTRIAL PARK (PD-IP)

WHEREAS, the Town Council held a duly advertised public hearing on these amendments on November 26, 2019; and

WHEREAS, the Council has concluded that the approval of these amendments to the Zoning Ordinance would be in the public interest and in accordance with sound zoning and planning principles; and

WHEREAS, the Council has concluded that the approval of the amendments to the Zoning Ordinance is rationally related to serving legitimate government interests, including balancing the needs of the community and managing safety concerns.

The Council of the Town of Leesburg, Virginia hereby ORDAINS:

SECTION I. The zoning text amendments contained in TLOA 2019-0007 – establishing new zoning districts, PD-CC-SC and PD-IP; and

SECTION II. Section 8.7, Planned Development –Commercial Center-Small Regional Center and Section 8.8., Planned Development-Industrial Park in the Zoning Ordinance of the Town of Leesburg, Virginia, 2003, as amended, be and the same is hereby amended to read as follows:

Sec. 8.7 PD-CC-SC, Planned Development-Commercial Center-Small Regional Center

8.7.1 Purpose

The Planned Development-Commercial Center-Small Regional Center (PD-CC-SC) District is established to preserve and continue development rights granted by previous development approvals by Loudoun County. The district is intended to serve as a zoning district whereby by-right development may continue under certain prior approvals. This district shall be limited to only those developments incorporated into the Town of Leesburg and designated as PD-CC-SC by the Town Council.

8.7.2 Use Regulations

Uses are allowed in the PD-CC-SC in accordance with the following table. A "P" indicates that the use is permitted by-right, subject to compliance with any applicable use standards of

AN ORDINANCE: AMENDING TOWN OF LEESBURG ZONING ORDINANCE ARTICLE 8 TO ESTABLISH NEW ZONING DISTRICTS, PLANNED DEVELOPMENT-COMMERCIAL CENTER-SMALL REGIONAL CENTER (PD-CC-SC) AND PLANNED DEVELOPMENT-INDUSTRIAL PARK (PD-IP)

this ordinance. An "S" or "M" indicates the use may be permitted if reviewed and approved in accordance with the appropriate Special Exception or Minor Special Exception procedures of Sec. 3.4 of this ordinance.

Table 8.7.2, PD-CC-SC Uses			
Use		Use Standards	Definition
Commercial Uses			
Adult Day Care	P		Sec. 18.1.5.1
Arts Center	P		Sec. 18.11
Bank without drive-in facility	P		Sec. 18.1.14
Bowling Alley	P		Sec. 18.1.20
Brewpub	P	Sec. 9.3.2.1	Sec. 18.1.20.1
Car wash	P	Sec.9.3.3	Sec. 18.1.27
Child care center	P	Sec.9.3.4	Sec. 18.1.29
Commuter parking lot	P	Sec. 9.3.5.1	Sec. 18.1.132
Convenience food store, no gas pumps	P	Sec.9.3.8	
Convenience food store, with service station	S	Sec. 9.3.8 and Sec.9.3.24	
Eating establishment without drive-in facility	P		Sec. 18.1.54
Eating establishment with drive-in facility	P	Sec. 9.3.	
Emergency care facility	P		Sec. 18.1.58
Exercise studio	P		Sec. 18.1.59.2
Dance studio	P		Sec. 18.1.40.1
Farming	P	Sec. 9.3.21	Sec. 18.1.156
Funeral home	S		Sec. 18.1.69
Funeral home with crematorium	S	Sec. 9.3.6.1	
Kennel	S	Sec. 9.3.12	Sec. 18.1.88
Hotel	P		Sec. 18.1.83
Mailing services	P		Sec. 18.1.102
Media studio	P		Sec. 18.1.104
Microbrewery	P	Sec. 9.3.13.1	Sec. 18.1.104.1
Motel	P		Sec. 18.1.109
Nursery	P		Sec. 18.1.119
Office	P		Sec. 18.1.121
Outdoor storage	P/S	Sec. 9.3.17.2	
Pharmacy	P		
Printing and/or publication	P		
Recreation facility	P	Sec. 9.3.21	Sec. 18.1.156
Retail uses	P		Sec. 18.1.159
Services, personal	P	Sec. 9.3.19	Sec. 18.1.168
Service station	S	Sec. 9.3.24	Sec. 18.1.169
School, special instruction	P	Sec. 9.3.23	Sec. 18.1.164
School, technical	P		Sec. 18.1.165

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Table 8.7.2, PD-CC-SC Uses			
Use		Use Standards	Definition
Theater, indoor	P		Sec. 18.1.190
Trade contractor	P		Sec. 18.1.192.1
Vehicle rental facility	S		
Vehicle sales facility	P	Sec. 9.3.28	
Vehicle and/or service facility	P	Sec. 9.3.29	Sec. 18.1.198
Veterinary Hospital	S	Sec. 9.3.30	Sec. 18.1.199
Institutional and Community Service Uses			
Club	P		Sec. 18.1.30
College or University	P		Sec. 18.1.33
Fire and/or rescue facility	S		Sec. 18.1.64
Library	P		Sec. 18.1.89
Museum	P		Sec. 18.1.111
Park, public	P		
Police station	S		
Recreation facility	P	Sec. 9.3.21	Sec. 18.1.156
School, general education	M		Sec. 18.1.162
School, public	M		Sec. 18.1.
U.S. Postal Service	P		Sec. 18.1.146
Telecommunications Facilities			
Antenna	P	Sec. 9.3.26.B	Sec. 18.1.7
Small Cells and/or Distributed Antenna System (DAS)	P	Sec. 9.3.26.F	Sec. 18.1.43.1
Monopole/Power mount facilities	S	Sec. 9.3.26.C	Sec. 18.1.108
Utility Uses			
Public utility, major	S	Sec. 9.3.31	Sec. 18.1.153
Public utility, minor	P	Sec. 9.3.31	Sec. 18.1.154

8.7.3 Continued Use.

Any permitted use constructed under an approved and permitted plan by Loudoun County, prior to the effective date of an annexation or boundary line adjustment, shall continue as a lawfully conforming use until such time as modified by a subsequent rezoning application, or as modified by a Zoning Permit as required per Section 3.7 of this ordinance.

8.7.4 Special Exceptions.

- A. Prior to the Effective Date.** A parcel may be developed and used as authorized by a PD-CC-SC special exception application approved by the Loudoun County Board of Supervisors prior to the effective of a boundary line adjustment or annexation affecting that parcel. Any such approval of a special exception shall lapse and be of no further effect unless a site plan has been officially accepted for review before January 1, 2023 and the applicant diligently pursues approval of the site plan application.

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- B. After the Effective Date.** Special exception applications submitted after the effective date of a boundary line adjustment or annexation shall be subject to the review and approval criteria in Sec. 3.4 of this ordinance.

8.7.5 Density, Intensity and Dimensional Standards

- A. Lot Requirements.** Lot standards shall be those established with the ordinance approving the Concept Development Plan (CDP) or as depicted on the approved CDP at the time of rezoning. There are no minimum lot standards if not established in the ordinance or depicted on the CDP.

- B. Required Yards.** Required yards shall be those established with the ordinance approving Concept Development Plan or as depicted on the approved CDP at the time of rezoning. In the event a dimensional standard was not specially notated, the following standards shall apply:

1. From Route 267
 - a. Buildings and appurtenances, 150 feet
 - b. Parking, storage, loading facilities, and refuse collection, 100 feet
2. From Collector Roads
 - a. Buildings and appurtenances, 75 feet
 - b. Parking, storage, loading facilities, and refuse collection, 100 feet
3. Other Nonresidential Districts
 - a. Buildings and appurtenances, Parking, storage, loading facilities, and refuse collection, 100 feet

C. Floor Area Ratio (FAR).

1. **Maximum FAR.** Individual lots in the commercial center shall be limited to a maximum FAR of 2.0. The maximum overall FAR shall be limited as notated on the approved Concept Development Plan.
2. **Accounting.** The cumulative approved building square footage shall be tabulated on each successive site plan for development of property subject to the approved Concept Development Plan's maximum FAR.

- D. Building Height.** Building height in a planned commercial center shall not exceed fifty (50) feet, unless specially notated on the approved Concept Development Plan, or as further restricted by height limitations in Sec. 7.7 Airport Overlay District.

- E. Open Space.** At least twenty percent (20%) of the buildable area identified on the Concept Development Plan shall be established for public and common open space. Open spaces shall be designed to be in substantial conformance with the respective Concept Development Plan. Amenities to be counted toward open space shall include, but not limited to: greens, squares, plazas, and pocket or linear parks.

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8.7.6 Parking.

Parking shall be provided as required in Article 11 of this ordinance.

8.7.7 Design

- A. Guidelines.** Planned Development Districts shall be characterized by superior architectural treatment and site planning pursuant to any guidelines referenced in the approved proffers, if applicable.
- B. Substantial Conformance.** Development of any PD-CC-SC zoned property shall be in substantial compliance with the layout depicted on the approved Concept Development Plan.
- C. Access.** Vehicular access shall be provided via coordinated access points meeting VDOT standards from collector roads, and coordinated inter-parcel access.
- D. Pedestrian Circulation.** A planned commercial center shall provide a pedestrian circulation plan identifying improvements that accomplish the following:
 - 1. Minimizes conflict between pedestrians and moving vehicles**
 - 2. Channelizes pedestrian flows to easily identifiable crossing areas.**
 - 3. Connects internal pedestrian walkways to existing or proposed pedestrian facilities**
- E. Building Orientation.** Commercial buildings shall be so grouped in relation to parking areas that after customers arriving by automobile enter the center, establishments can be visited with a minimum of internal automotive movement. Facilities and access routes for shopping center deliveries, servicing and maintenance shall, so far as reasonably practicable, be separated from customer access routes and parking areas. Areas where deliveries to customers in automobiles are to be made or where services are to be provided for automobiles, shall be so located and arranged as to minimize interference with pedestrian traffic within the center.
- F. Landscaping.** Landscaping must increase the visual quality of building design, open space, vehicular and pedestrian areas and screen areas of low visual interest (such as storage and delivery areas) from public view.
- G. Free Standing Buildings.** Permitted uses may be located in free-standing buildings; provided, however, that such buildings shall be architecturally compatible with adjacent buildings and shall not have direct access to a public street.

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8.7.8 Lighting.

On-site lighting shall be subject to the standards in Sec. 12.11 Outdoor Lighting.

8.7.9 Signage.

Signage shall be subject to Article 15 of this ordinance, unless superseded by SIDP-2015-0002, incorporated by reference herein. Any subsequent amendments to the SIDP may be administratively approved in conformance with Article 15.11 of this ordinance. An appeal of the administrative approval shall be forwarded to the Town Council for consideration and action.

8.7.10 Application to the County Development Approvals

A. Prior development approvals apply to the properties listed below:

- 1. MCPI#s 235-39-5696-000/Leesburg Commercial LC. Parcel No. 235-39-5696-000 was subdivided into five tracts or parcels of land by Deed of Subdivision recorded on July 2, 2019, as Instrument No. 20190702-0036520. The subdivided parcels include: PIN 234-38-2798 (Leesburg Commercial, L.C.); PIN 234-29-4515 (Leesburg Commercial, L.C.); PIN 234-29-0522 (Leesburg Commercial, L.C.); PIN 234-39-9964 (Leesburg Commercial, L.C.); PIN 233-17-6768 (Leesburg Commercial, L.C.).**
- 2. Parcel No. 235-20-1426-000 & 001/Wal-Mart Real Estate Business Trust.**
- 3. Parcel No. 234-37-8457-001/Toll Road Investors Partnership II.**
- 4. Parcel No. 234-29-4515/Leesburg Commercial L.C. (At Home).**

B. Each of the parcels listed in Section 8.7.10.A may be developed and used in accordance with the County Development Approvals.

- 1. The provisions, terms, and conditions are stated in each of the County Development Approvals: ZMAP 2012-0021, SPEX 2012-0047, SPEX-2019-048.**
- 2. SPEX 2012-0049, SPMI 2013-0008, ZMOD 2012-0021, and ZMOD 2013-0002. Theses approvals include proffers, Concept Development Plan, Design Guidelines, and Modifications.**
- 3. Unless specifically provided for in the County Development Approvals, the BLA Parcels shall be subject to all other applicable regulations in the Town of Leesburg Zoning Ordinance.**

8.8 PD-IP, Planned Development-Industrial Park

8.8.1 Purpose.

The Planned Development-Industrial Park (PD-IP) District is established to preserve and continue development rights granted by previous development approvals by Loudoun County. The district is intended to serve as a zoning district whereby by-right development may continue under certain prior approvals. This district shall be limited to only those

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developments incorporated into the Town of Leesburg and designed as PD-IP by the Town Council

8.8.2 Use Regulations.

Uses are allowed in the PD-IP in accordance with the following table. A "P" indicates that the use is permitted by-right, subject to compliance with any applicable use standards of this ordinance. An "S" or "M" indicates the use may be permitted if reviewed and approved in accordance with the appropriate Special Exception or Minor Special Exception procedures of Sec. 3.4 of this ordinance.

Table 8.8.2, PD-IP Uses			
Use		Use Standards	Definition
Agricultural Uses			
Farming	P		Sec. 18.1.63
Nursery	P		Sec. 18.1.119
Stable	P		Sec. 18.1.176
Commercial Uses			
Arts center, in existing building only	P		Sec. 18.1.11
Child care center, ancillary	S		Sec. 18.1.29
Brewpub	M	Sec. 9.3.2.1	Sec. 18.1.20.1
Car wash	S	Sec. 9.3.3	Sec. 18.1.27
Conference center	P		Sec. 18.1.37
Convenience food store	S	Sec. 9.3.8	Sec. 9.3.8
Dance Studio	P		Sec. 18.1.40.1
Diagnostic laboratory	P		Sec. 18.1.42
Eating establishment without drive-in facility	S		Sec. 18.1.54
Electric and/or plumbing supply	S	Sec. 9.3.10	
Electronic Data Storage Center	P		Sec. 18.1.57
Emergency care facility	P		Sec. 18.1.58
Exercise Studio	P		Sec. 18.1.59.2
Flex Industrial/Business Park	S	Sec. 9.8	Sec. 18.1.64.1
Funeral home with or without crematorium	P		Sec. 18.1.69
Golf course	S		Sec. 18.1.72
Hospital	S		Sec. 18.1.82
Hotel/motel	S		Sec. 18.1.83
Indoor firearm range	S		
Kennel	S	Sec. 9.3.12	Sec. 18.1.88
Lumber and/or building material sales without outdoor storage	P		Sec. 18.1.101
Lumber and/or building material sales with outdoor storage	S	Sec. 9.3.13	Sec. 18.1.101
Media studio	P		Sec. 18.1.104
Microbrewery	M	Sec. 9.3.13.1	Sec. 18.1.104.1
Mini-warehouse facility	M	Sec 9.3.14	Sec. 18.1.105

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Table 8.8.2, PD-IP Uses			
Use		Use Standards	Definition
Museum	P		Sec. 18.1.111
Office	P		Sec. 18.1.121
Outdoor storage	P/S	Sec. 9.3.17.2	Sec. 18.1.127
Parking structure, private	M		Sec. 18.1.135
Printing and/or publication	P		Sec. 18.1.148
Recreation Facility	P/S	Sec. 9.3.2.1	Sec. 18.1.156
School, General Education	S		Sec. 18.1.162
School, Special Instruction	P	Sec. 9.3.23	Sec. 18.1.164
Services, personal	S	Sec. 9.3.13	Sec. 18.1.168
Service station	S	Sec. 9.3.24	Sec. 18.1.169
Telecommunications Facility: Antenna	P	Sec. 9.3.26	Sec. 18.1.7
Telecommunications Facility: Monopole	S	Sec. 9.3.26	Sec. 18.1.108
Telecommunications Facility: Small Cells and/or Distributed Antenna Systems (DAS)	P/S	Sec. 9.3.26.F	Sec. 18.1.39.3
Telecommunications Facility: Transmission Tower	S	Sec. 9.3.26	Sec. 18.1.192
Temporary Mobile Land-Based Telecommunications Testing Facility	P	Sec. 9.3.26	
Trade contractor	P		Sec. 18.1.192.2
Vehicle repair facility, light	P		
Vehicle rental facility	S		
Veterinary hospital	P	Sec. 9.3.30	Sec. 18.1.198
Research & Development, Production and Warehousing Uses			
Industrial, Flex	P	Sec. 9.3.11.2	Sec. 18.1.84
Production	P	Sec. 9.3.22	Sec. 18.1.150.1
Research & Development	P	Sec. 9.3.22	Sec. 18.1.157
Warehouse/Distribution	P	Sec. 9.3.32	Sec. 18.1.199, 18.1.43
Institutional and Community Service Uses			
Club	P		Sec. 18.1.30
Commuter Parking Lot	P/S	Sec. 9.3.5.1	Sec. 18.1.32
Fire and/or rescue facility	S		Sec. 18.1.64
Fleet Storage, Public	S	Sec. 9.3.11.1	Sec. 18.1.66.1
Park, public	P		
Place of worship	P		Sec. 18.1.141
Police station	S		
School, general education	M		Sec. 18.1.162
School, public	M		Sec. 18.1.163
School, technical	S		Sec. 18.1.165

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Table 8.8.2, PD-IP Uses			
Use		Use Standards	Definition
U.S. Postal Service	P		Sec. 18.1.146
Utility Uses			
Public utility, major	S	Sec. 9.3.31	Sec. 18.1.153
Public utility, minor	P	Sec. 9.3.31	Se. 18.1.154

8.8.3 Continued Use

Any permitted use constructed under an approved plan by Loudoun County, prior to the effective date of an annexation or boundary line adjustment, shall continue as a lawfully conforming use until such time as modified by a subsequent rezoning application, or as modified by a Zoning Permit as required per Section 3.7 of this ordinance.

8.8.4 Special Exceptions

- A. Prior to the Effective Date. A parcel may be developed and used as authorized by a PD-IP special exception application approved by the Loudoun County Board of Supervisors prior to the effective of a boundary line adjustment or annexation affecting that parcel. Any such approval of a special exception shall lapse and be of no further effect unless a site plan has been officially accepted for review before January 1, 2023 and the applicant diligently pursues approval of the site plan application.
- B. After the Effective Date. Special exception approvals submitted after the effective date of a boundary line adjustment or annexation shall be subject to the review and approval criterial in Sec. 3.4 of this ordinance.

8.8.5 Substantial Conformance

Development shall be in substantial compliance with the layout depicted on the approved Concept Development Plan and/or Special Exception Plat.

8.8.6 Density, Intensity and Dimensional Standards.

- A. Lot Requirements. Lot standards shall be those established with the ordinance approving the Concept Development Plan (CDP) or as depicted on the approved CDP at the time of rezoning. There are no minimum lot standards if not established in the ordinance or depicted on the CDP.
- B. Required Yards. Required yards shall be those established with the ordinance approving Concept Development Plan or as depicted on the approved CDP at the time of rezoning. In the event a dimensional standard was not specially notated, the following standards shall apply:
 - 1. From Route 267
 - a. Buildings and appurtenances, 150 feet
 - b. Parking, storage, loading facilities, and refuse collection, 100 feet

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2. From Collector Roads
 - a. Buildings and appurtenances, 75 feet
 - b. Parking, storage, loading facilities, and refuse collection, 100 feet
3. Other Nonresidential Districts
 - a. Buildings and appurtenances, Parking, storage, loading facilities, and refuse collection, fifty feet (50').
4. Building Sites.
 - a. The minimum required yards between buildings on adjacent lots or building sites with the development shall be thirty feet (30').

C. Floor Area Ratio (FAR).

1. **Maximum FAR.** The maximum overall FAR shall be limited as notated on the approved Concept Development Plan.
2. **Accounting.** The cumulative approved building square footage shall be tabulated on each successive site plan for development of property subject to the approved Concept Development Plan's maximum FAR.

D. Building Height. Building height is limited to sixty feet (60'), provided that a building may be erected to a maximum height of one hundred feet (100') if it is set back from streets and lot lines a distance of one foot (1') for each one foot (1') of building height above sixty feet (60'), unless specially notated on the approved Concept Development Plan, or as further restricted by height limitations in Sec. 7.7 Airport Overlay District.

E. Open Space. Landscaped open space on any individual lot shall not be less than twenty percent (20%) of the buildable area of the lot. Amenities to be counted toward open space shall include, but are not limited to: greens, squares, plazas, and pocket or linear parks.

8.8.2 Parking.

Parking shall be provided as required in Article 11 of this ordinance.

8.8.3 Access.

Vehicular access shall be provided via coordinated access points meeting VDOT standards from collector roads, and coordinated inter-parcel access.

8.8.4 Lighting.

On-site lighting shall be subject to the standards in Sec. 12.11 Outdoor Lighting.

8.8.5 Signage

Signage shall be subject to Article 15 of this ordinance, unless superseded by SIDP-2015-0002, incorporated by reference herein. Any subsequent amendments to the SIDP may be administratively approved in conformance with Article 15.11 of this ordinance. An appeal of the administrative approval shall be forwarded to the Town Council for consideration and action.

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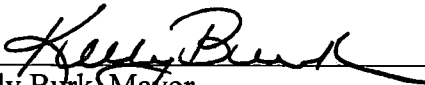
8.8.6 Application to the County Development Approvals

- A. Prior development approvals apply to the properties as listed: MCPI #s 234-48-3058 - 001 (ION CC Skating, LLC) and 235-29-7431 (Microsoft Corporation).
- B. Each of the parcels listed in Section 8.8.6.A. may be developed and used in accordance with the County Development Approvals.
 - 1. The provisions, terms, and conditions stated in each of the County Development Approvals: ZMAP 2008-0009. These approvals include Proffers and Concept Development Plan.
 - 2. Unless specifically provided for in the County Development Approvals, the Boundary Line Adjustment Parcels shall be subject to all other applicable regulations in the Town of Leesburg Zoning Ordinance.

SECTION III. Severability. If a court of competent jurisdiction declares any provision of this ordinance invalid, the decision shall not affect the validity of the ordinance as a whole or any remaining provisions of this ordinance.

SECTION IV. These ordinance amendments shall become in effective upon approval of Compass Creek Boundary Line Adjustment by the Circuit Court of Loudoun County.

PASSED this 26th day of November, 2019.



Kelly Burk, Mayor
Town of Leesburg

ATTEST:



Clerk of Council

The Town of
**Leesburg,
Virginia**

PRESENTED: November 26, 2019

RESOLUTION NO. 2019-180

ADOPTED: November 26, 2019

A RESOLUTION: **CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE I)**

WHEREAS, Microsoft Corporation (the “Applicant”) requests approval of Town of Leesburg, Virginia (“Town”) water and sanitary sewer extensions to a proposed project on a parcel (Parcel Identification Number 235-29-7431-000) (the “Microsoft Property”). The project involves the first phase of the development of the Microsoft Property (“Microsoft Phase I”) for a data center and administrative uses; and

WHEREAS, Microsoft Phase I is located outside the Town’s corporate limits, but within the Town of Leesburg Joint Land Management Area (“JLMA”) and within the Town’s water and sewer utility service area; and

WHEREAS, existing and proposed Town water and sanitary sewer infrastructure are located in the vicinity of the Microsoft Property. A 16-inch water main is located approximately 1600 feet north of the Microsoft Property and designed to extend south with approved Compass Creek Development plans. A revision is required on the Compass Creek Development plans to increase the approved 12-inch water main to 16 inches. A 14-inch lined gravity sewer main traverses the entire Microsoft Property; and

WHEREAS, existing water and sewer pro rata agreements under Town Code §§ 34-30 and 34-128 identify the Microsoft Property as a “benefitted parcel” and/or a “named property”. The Applicant, therefore, is responsible for water and sewer pro rata payments due under the agreement(s); and

WHEREAS, the Town has entered into the Agreement for the Construction of Phase II Lower Sycolin Gravity Main with the Peterson Companies, dated as of March 24, 2015 (the “2015 Pro Rata Agreement”). This Pro Rata Agreement provides for the Town to share certain construction costs incurred in constructing sanitary sewer facilities to serve the “Crosstrail Southern” area, which includes the Microsoft Phase I area; and

WHEREAS, the Town Council adopted Resolution No. 2015-039; dated March 24, 2015, which designates the Crosstrail (Southern) as a benefitted parcel and assigns certain costs to the

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE I)

Crosstrail (Southern) property for purposes of future pro rata payments. The Microsoft Property is located in the area designated as Crosstrail (Southern); and

WHEREAS, the Town has adopted resolutions establishing pro rata payments for properties served by the Route 643 Waterline and Route 643 Water Storage Tank projects; and

WHEREAS, the Director of Utilities recommends approval of the extensions of Town water and sewer services for Microsoft Phase I provided the Applicant satisfies the conditions stated in this Resolution.

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

SECTION I. The Town Council approves the extensions of Town water and sanitary sewer services to Microsoft Phase I in accordance with §§ 34-25 and 34-123 of the Town Code, provided the Applicant satisfies the following conditions:

1. Data center infrastructure design and development of the Microsoft Phase I shall not encroach upon the Town's existing or proposed water and sanitary sewer easements located within the boundaries of the Microsoft Property.

2. All water and sewer connection fees, water and sewer availability fees, sanitary sewer and water pro rata fees and other applicable fees for water and sanitary sewer services shall be paid at the issuance of a Public Facilities Permit ("PFP") issued by the Town, or upon issuance of a Loudoun County building permit.

3. For purposes of the water availability fee, the peak daily water demand to the Microsoft Phase I must not exceed the quantity stated by Microsoft in its table provided to the Town, dated September 9, 2019.

4. For purposes of the sewer availability fee, the peak daily sanitary sewer flow from the Microsoft Phase I must not exceed the quantity stated by Microsoft in its table provided to the Town, dated September 9, 2019.

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE I)

5. The Town Council must approve or deny any subsequent request, via a Town Council Resolution, for increased water demand and/or sanitary sewer flow capacities over and above the quantities set forth in paragraphs 3 and 4 of this Resolution.

6. If at any time the Town receives information that the water demand and/or sanitary sewer flow for Microsoft Phase I consistently exceeds the amounts set forth in paragraphs 3 and 4 above, the Applicant or developer shall: (a) seek Town Council approval for increased demand if directed by the Town's Director of Utilities; (b) pay all additional fees set forth in paragraph 2; and (c) if directed by the Town's Director of Utilities, obtain and pay for a comprehensive water and/or sewer model and study that analyzes and defines the impacts to the Town's utility system from the Town's utilities engineering consultant.

7. The Applicant must pay the total sewer pro rata share assigned to the Microsoft Property as a "benefitted parcel" in Resolution No. 2015-039 and as reflected on the final PFP issued by the Town.

8. The Applicant must pay the total water pro rata share assigned to the Microsoft Property and as reflected on the final PFP issued by the Town.

9. The Applicant and the Town will enter into a customer/user service agreement that addresses the level of services provided and the conditions of such service. This agreement may address:

- a. Average and peak demand for water. Peak water demand limit.
- b. Average and peak sanitary sewer flow. Peak sewer flow limit.
- c. Planning for providing water and sanitary sewer service for future phases of the development for the Microsoft Property.
- d. Water demand and sewer equalization storage onsite is not required for Phase I, unless water demand and sewer flow exceeds those quantities stated by Microsoft in its table provided to the Town dated September 9, 2019, and in this event, equalization storage onsite is required.
- e. The disposal of water used for commissioning data center facilities by pumping and hauling.

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- f. The maximum discharge water temperature limit.
- g. Effluent water quality limits; which could trigger pretreatment requirements if exceeded.
- h. Planning for potential restrictions on water usage if drought restrictions are imposed on the Town's water withdrawal permit.
- i. Sanitary sewer discharge restrictions during wet weather is not required for Phase I, unless water demand and sewer flow exceeds those quantities stated by Microsoft in its table provided to the Town dated September 9, 2019, and in this event, sewer discharge restrictions during wet weather flow conditions are required.
- j. Providing for real-time measurements of the sewer flow and Town access to this flow measurement data.
- k. The installation of a flushing device for water quality maintenance purposes near the end of the water transmission main.

10. Based on the extensions of Town water and sanitary sewer service to Microsoft Phase I, the Town anticipates that the Microsoft Phase I area will be incorporated into the Town boundaries in the future, either by Boundary Line Agreement or Annexation, and as provided for in the Town Plan.

11. Nothing herein shall be deemed a "holding out" by the Town as the sole, exclusive, or primary water and sanitary sewer service provider outside of its boundaries in this vicinity, nor shall it operate as a commitment to provide such services to any party other than the Applicant or for any purpose other than the purposes stated herein and subject to the conditions stated in this Resolution. All proposed extensions of water and sanitary sewer service are subject to the provisions of the Leesburg Town Code and the Leesburg Town Plan.

SECTION II. The Town shall not provide water and sanitary sewer service to the Microsoft Project/Phase I until all conditions set forth in Section I are met.

SECTION III. The approval of extensions of water and sewer sanitary services for a data center and administrative uses and accompanying conditions shall apply to any subsequent purchaser of the parcels listed in this Resolution, and/or successor or assignee of the Applicant,

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
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and this Resolution shall be recorded in the Loudoun County Circuit Court Land Records to ensure
notice of the conditions to subsequent purchasers, successors or assignees of the Applicant.

PASSED this 26th day of November, 2019.

Kelly Burk
Kelly Burk, Mayor
Town of Leesburg

ATTEST:

Eileen M. Boeing
Clerk of Council

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

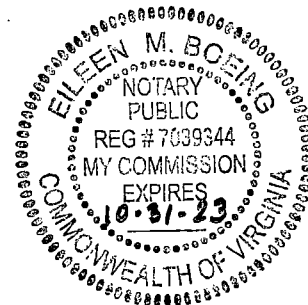
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that
Kelly Burk, as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing
Resolution, appeared before me and personally acknowledged the same in my jurisdiction
aforesaid.

GIVEN under my hand and seal this 2nd day of December, 2019.

Eileen M. Boeing Eileen M. Boeing
Notary Public

My commission expires: 10-31-2023

Registration Number: 7039344





Date of Council Meeting: December 9, 2019

**TOWN OF LEESBURG
TOWN COUNCIL WORK SESSION**

Subject: Boundary Line Agreement/Annexation of JLMA

Staff Contact: Kaj Dentler, Town Manager
Barbara Notar, Town Attorney
Amy Wyks, Director of Utilities
Clark Case, Director of Finance and Administrative Services
Russell Seymour, Director of Economic Development

Council Action Requested: No action required at this time. Work session discussion only.

Staff Recommendation: No staff recommendation at this time.

Commission Recommendation: None at this time.

Fiscal Impact: The fiscal impact of incorporating areas of the JLMA, either by boundary line agreement (BLA) or annexation are discussed in the confidential annexation studies provided previously under separate cover.

Work Plan Impact: Town staff has spent considerable time and effort carrying out the direction of Council as set forth in the following Resolutions (Attachment #1):

- No. 2018-117--Initiating a Corporate Boundary Line Adjustment (BLA) Process for a Portion of the Joint Land Management Area (JLMA) Identified as 1A and Directing Staff to Evaluate Other Areas of the JLMA Identified as 1 and 2 for Future Incorporation into the Town;
- No. 2019-073--To Continue Negotiations with the Loudoun County Board of Supervisors for Incorporation by Boundary Line Agreement BLA in Lieu of Annexation Proceedings of the JLMA Area 1A Compass Creek and to Discuss Additional Matters, Such as Economic Growth-Sharing Agreements or Voluntary Annexation Settlement Agreements that Must be Referred to the Virginia Commission on Local Government (COLG);
- No. 2019-097--Authorizing Counsel for the Town to Bring a Legal Action Challenging June 20, 2019, County Comprehensive Plan Amendments Addressing the Town of Leesburg Joint Management Area and Authorizing Initiation of Annexation Studies; and

- No. 2019-122--Initiating Amendments to the Town of Leesburg Zoning Ordinance to Establish New Planned Development Districts; To Designate the Zoning Classifications for Properties in the Compass Creek Development Area that Come into the Town Boundaries by Boundary Line Agreement, Annexation or Otherwise; to Amend Sections of the Design and Construction Standards Manual to Accommodate Properties in the Compass Creek Development Area; and to Continue the Effect of Prior Development Approvals by Loudoun County.

Executive Summary: Town staff, with assistance from outside counsel, will discuss the following items relative to the Boundary Line Agreement (BLA)/Annexation of the Joint Land Management area (JLMA):

- Annexation studies (preliminary financial analysis of costs and benefits) of the JLMA: Area 1A (Compass Creek), Area 1 (Tuscarora Crossing and others) and Area 2 (River Creek and others); Attachment #2 includes map of respective area.
- Utility capacity issues in the JLMA with data centers; and
- Next steps in the BLA/potential annexation process.

Background: At its last meeting on November 26, 2019, in addition to approving the Boundary Line Agreement (BLA) advertised by the Town and Loudoun County, Council enacted new zoning districts, and remapped certain parcels of Area 1A (Compass Creek) of the Joint Land Management Area (JLMA) to enable property owners in Area 1A to carry over earlier county development approvals and/or obtain similar Town commercial zoning districts. These legislative actions met conditions of consent required by the Peterson Cos. on behalf of itself, the Ion International Training Center, At Home and Walmart—although Walmart has not yet provided the Town with consent to a BLA. The text amendments and map designations become effective only if the BLA is approved by the Loudoun County Circuit Court. A petition to approve the BLA must be sent to the Loudoun County Circuit Court by both the Town and Loudoun County to gain final approval. Loudoun County requires consent to approve any BLA and therefore, the petition to approve the BLA cannot be filed with the court unless all conditions within the Peterson Cos. consent letter have been satisfied; specifically, Peterson Cos.'s rezoning application, and four (4) special exception applications must be considered and approved by the Planning Commission and Council prior to the petition to approve the BLA. The rezoning and special exception applications are scheduled to be heard by the Planning Commission on December 19, 2019, and the Council on January 14, 2020. The applications are entitled, "Shoppes at Compass Creek".

On November 22, 2019, At Home provided a conditional letter of consent to the Town. As a result, the Town anticipates that Peterson Cos. will consent to a BLA of its 1.5 acre parcel (PIN 234-29-0522) that is located adjacent to At Home. Once Peterson consents to incorporation of this parcel, the Town Manager will send a letter to Loudoun County requesting a second BLA of Area 1A (Compass Creek) to incorporate At Home and the

1.5 acre Peterson parcel. Walmart would not be included in this second BLA unless the Town receives a consent letter prior to advertising the public hearing at both at the County and the Town.

Additionally, at its last meeting on November 26, 2019, Council approved utility extensions to Microsoft Phase I. Microsoft Phase I—which includes the first data center—is under fast-track site plan approval in Loudoun County. Council may have to consider whether the Town will extend utilities to Microsoft Phase II which includes four (4) additional data centers. Capacity limits of the Town's water and sewer plants will be discussed. A chart demonstrating capacity of both plants is attached. Attachment #3.

Finally, staff has developed and will discuss preliminary "Annexation Studies" for the three (3) areas of the JLMA for Council's consideration that include the costs and benefits to incorporate, by way of BLA or annexation, of each area of the JLMA. The respective financial information is still considered confidential, and has been provided to Council previously.

Attachments: (1) Resolutions Nos. 2018-117 (September 2018 as amended through October 2019), 2019-073 (May 2019), 2019-097 (July 2019), and 2019-122 (August 2019 as amended through October 2019).

(2) Map of Areas 1A, 1 and 2 of the JLMA.

(3) Town Utility Capacity Analysis (Water and Sewer) dated November 14, 2019.