BOARD OF SUPERVISORS
BUSINESS MEETING
ACTION ITEM

SUBJECT: Endorsement of Fields Farm Park Road, Development of Fields Farm Park, and the Reconfiguration of Lease Area and Athletic Fields for Woodgrove High School

ELECTION DISTRICT: Blue Ridge

CRITICAL ACTION DATE: December 6, 2016

STAFF CONTACTS: Greg Barnes, Transportation and Capital Infrastructure
Steve Torpy, Parks, Recreation and Community Services
Joe Kroboth, III, Transportation and Capital Infrastructure

PURPOSE: To seek endorsement from the Board of Supervisors (Board) for the design of Fields Farm Park Road and Fields Farm Park; to seek direction from the Board for a proposed reconfiguration of the Loudoun County Public Schools (LCPS) lease area and provide funding to the LCPS for the construction of a rectangular turf field in exchange for their existing field; and to seek direction regarding a rezoning application necessary to proceed with projects programmed in the Capital Improvement Program (CIP) budget.

RECOMMENDATIONS: Staff recommends that the Board endorse the proposed design for Fields Farm Park Road and Fields Farm Park. Staff further recommends the Board direct staff to proceed with and provide programmed funding to the LCPS for the construction of a rectangular turf field in exchange for their existing rectangular field; and to direct staff to submit the necessary applications to rezone the County owned land as required to proceed with projects programmed in the CIP.

BACKGROUND: Currently, there are four separate capital improvement related projects proposed around the intersection of Routes 7 and 690 (Hillsboro Road) north of Purcellville. These projects are as follows:

1. Route 7/690 Interchange,
2. Fields Farm Park Road,
3. Fields Farm Park, and
4. Western Loudoun Park and Ride Lot.
Although the interchange project is not specifically related to the existing schools’ parcel, the other three (Fields Farm Park Road, Fields Farm Park, and Western Loudoun Park and Ride Lot) are all located on the existing County owned 230 acre school site designated as Tax Map 35, Parcel 21, PIN 522-29-5228. Thus, they are all inter-related and the design of one could potentially affect the others. Because of this close alignment, it was considered necessary to seek the endorsement from the Board before proceeding to final design on any one of the projects.

To date, only two of the four projects mentioned above—Route 7/690 Interchange and Fields Farm Park Road, are under design. The interchange project recently reached the completion of the 30 percent design phase. The interchange design phase is again resuming as a result of funding that was appropriated in FY 2017. The final interchange design approval is expected in late 2017. Currently, final funding for construction of this project will occur in FY 2021.

The Fields Farm Park Road project (Attachment 1) involves the construction of approximately 3,100 feet of a two lane minor collector roadway from Hillsboro Road at the western property line of the Mayfair Development, as well as the construction of approximately 2,800 feet of school access driveway from the proposed road to the existing parking lot at Woodgrove High School. Turn lanes will be constructed at the Hillsboro Road and the school access road intersections. By constructing the access road to Woodgrove High School, this roadway will provide a second access for the existing school complex, and potentially become the primary access to Woodgrove High School. This new school access would help alleviate traffic on Hillsboro Road as well as provide a more direct route to the school complex for residents of the Town of Purcellville (the Town) and general vicinity. The design for the Fields Farm Park Road project is approximately 90 percent complete, with the submittal of 90 percent of the plans on November 1, 2016. The design is anticipated to be completed in the spring of 2017. Final funding for the construction of Fields Farm Park Road will be requested as part of the FY 2018 CIP budget.

A public information meeting regarding the Fields Farm Park Road project was held on May 24, 2016 at the Mountain View Elementary School. The purpose of the meeting was to present the alignment and solicit public input. The majority of the questions dealt with safety concerns regarding the intersection with Hillsboro Road, the direct school access for safety purposes, and the amount of traffic that will utilize the proposed school access road. Copies of the public comments are contained in Attachment 2: “Public Information Meeting Document – Fields Farm Park Road Project – Loudoun County, VA”.

As mentioned previously, the existing County owned parcel consists of approximately 230 acres. The proposed Fields Farm Park Road essentially splits the above mentioned parcel into two parts with the majority of the northern portion of this parcel, an area comprising approximately 181 acres, currently leased to LCPS for the Woodgrove High School and Mountain View Elementary School complex. The southern boundary of this existing lease area is shown on Attachment 3. The remaining area to the south of the proposed road and a small portion to the north of the roadway is currently undeveloped land.
Per two Memorandums of Understanding (MOU) dated March 28, 2006 (Attachment 4) and September 24, 2007 (Attachment 5), the Board entered into an agreement with the Upper Loudoun Youth Football League (the League) regarding the use of this southern portion of the County owned land. In the MOUs, the Board agreed to donate the use of the majority of the southern portion of the above mentioned parcel, an area consisting of approximately 44.4 acres, to the League for its use for a period of 25 years with the option for an additional 5 years at the League’s discretion. In return, the League agreed to extend public water and sewer services and to construct and operate a football stadium, practice fields, appurtenant structures, parking facilities, and road infrastructure on the above mentioned County owned parcel of land, with the understanding that the League and the County would share the use of the facility.

In an undated letter to the County received last year, the League asked to be released from the MOUs. As a result, the County decided to develop this portion of the County owned parcel as a County maintained park, with football/soccer fields, baseball/softball fields, and parking. A portion of the parking is proposed to be utilized as a shared commuter park and ride lot/event parking area as shown on Attachment 3. This area will jointly serve as the proposed Western Loudoun Park and Ride Lot and parking for the planned park.

In December 2008, following legal filings by the Board, School Board and the Town, a settlement agreement was reached between the parties relating to land use, urban growth area, and public utilities (Attachment 6).

ISSUES:

Fields Farm Park Road: In keeping with one of the main goals of the Fields Farm Park Road project, the construction of Fields Farm Park Road will provide a secondary access to Woodgrove High School which will enhance emergency response and traffic congestion mitigation to/from the school complex. In a recent meeting with School personnel, it was noted that funding for the connection of the school access road was not requested or included in the original project budget. It was agreed at the staff level that the County would construct the access road in its entirety from Fields Farm Park Road to the Woodgrove High School Parking Lot (Attachment 3). This access road would then serve as either a secondary access or primary access to Woodgrove High School, at the discretion of the LCPS. The funding is expected to be included as part of a FY 2018 Proposed CIP request as mentioned earlier in this item.

Existing and New Rectangular Turf Field: The existing rectangular turf field at the high school was constructed in a location that is remote from the school building. The remote location was selected because the school was originally to be served with sewer using a sewer drain field, and the drain field was located close to the school. With the extension of public water and sewer facilities to the schools, the sewer drain field area is no longer needed for that purpose. A new turf rectangular field is programmed in the CIP, using prior appropriations totaling $1.86 million, for the Fields Farm Park. School and County staff have collaborated and recommend that the Board provide this prior appropriation to the schools to construct a new field closer to the school building and transfer the use of the existing field to the County for the planned Fields Farm Park. The use
of the rectangular fields would be shared by the LCPS and Parks, Recreation and Community Services (PRCS) in accordance with the current partnership in place at all School campuses. If the Board chooses to proceed with this recommendation, a reconfiguration of the lease line will be necessary. The field location is shown on Attachment 3.

Legal Settlement and Re-Zoning: This parcel is within the corporate limits of the Town; and therefore, the relocation of the athletic fields and the development of the park and park and ride lot will require that site plans be submitted to the Town. As part of a legal settlement that was reached between the Board, School Board, and the Town with regards to the annexation of the parcel of land in question, there may be need for a revision to the settlement agreement as well as the possibility of additional legislative work. School and County staff are currently investigating this matter and will provide more information on this issue in the future.

Additionally, late last year, the Town revised its Zoning Ordinance. As a result of these changes, parks and public parking facilities such as commuter parks and ride lots are no longer allowed in the current X-Transitional zoning district. The Town is recommending that the County rezone its parcel to IP-Institutional and Public Use, which allows for parks as a permitted use and park and ride lots and schools by special use permit.

It should be noted that School personnel brought the above mentioned issues to the attention of the LCPS Finance and Facilities Committee at its October 25, 2016 meeting. This was accomplished by means of presenting the above mentioned issues as an informational item to the Committee. No decisions were made and there was no discussion concerning the issues. Schools personnel will update the School Board as needed and recommend action as necessary in order to move the item forward.

FISCAL IMPACT: Current appropriations totaling $3.815 million in lease revenue financing exist for the Woodgrove High School/Fields Farm Park Road project. In the Adopted FY 2017 CIP (April 2016), an additional $2.5 million was programmed using Northern Virginia Transportation Authority (NVTA) 30% local funding in FY 2018, for a total funding level of $6.315 million in currently in-place and planned appropriations.

Initially, the project was estimated to cost $6 million and the current Adopted CIP had sufficient funding programmed. However, with the recent addition of the extension of the school driveway access road to the project and the associated additional storm water management structures required by the access road, the cost is now estimated at $7.37 million. A funding plan will be developed as part of the Proposed FY 2018 CIP to address the funding gap created by the addition of the extension of the access road and the additional storm water management ponds.

Construction of this project is scheduled to begin in spring of 2018. Current and planned funding for this project is a combination of Lease Revenue Financing and NVTA 30% Local Funding.

For Fields Farm Park, prior appropriations total $1.860 million. Additional funds totaling $27.05 million are expected to be proposed as part of the FY 2018 CIP for FY 2021 and FY 2022, for a
total project budget of $28.91 million. Funding for this project is a combination of Fund Balance and General Obligation Bonds. It is these funds that are proposed to provide to the LCPS for the construction of the new turf rectangular field.

For the Western Loudoun Park and Ride Lot, $3.821 million was appropriated in FY 2017. An additional $0.15 million is appropriated in FY 2019. This project is currently in the engineering design procurement phase. Funding for this project is provided with Congestion Mitigation and Air Quality (CMAQ) funding.

ALTERNATIVES:

1. The Board may choose to endorse the proposed alignment design of Fields Farm Park Road, the conceptual layout of Fields Farm Park, direct staff to proceed with an application to rezone the County owned parcel, and to direct staff to proceed with the reconfiguration of the lease area and athletic fields for Woodgrove High School.

2. The Board may choose not to endorse or provide direction to staff on any or all of the components itemized in this item.

DRAFT MOTIONS:

1. I move that the Board of Supervisors endorse the design for Fields Farm Park Road and Fields Farm Park as presented in the December 6, 2016, Board of Supervisors Business Meeting Action Item.

AND

I further move that the Board of Supervisors direct staff to proceed with the steps necessary to reconfigure the Loudoun County Public Schools lease area for Woodgrove High School; to proceed with providing funding to Loudoun County Public Schools to construct a rectangular turf field in exchange for their existing field; and to prepare and submit an application to the Town of Purcellville to rezone County owned land to permit the construction of a public park and commuter park and ride facility.

OR

2. I move an alternate motion.

ATTACHMENTS:

1. Fields Farm Park Road Layout
2. Public Information Meeting Document, Fields Farm Park Road Project, Loudoun County, VA
3. Fields Farm Park LCPS/PRCS Recreational Layout Concept
5. Memorandum of Understanding dated September 24, 2007
6. Settlement Agreement between the Town of Purcellville, Loudoun County Public Schools, and the Board of Supervisors dated December 19, 2008
Public Information Meeting Document
Fields Farm Park Road Project
Loudoun County, Virginia

Tuesday, May 24, 2016
6:30 PM – 8:30 PM
Mountain View Elementary School Cafeteria
36803 Allder School Road, Purcellville, VA 20132

ATTACHMENT 2
Table of Contents

1. Public Information Meeting Details........................................................................................................ 3
2. Conduct of Meeting.................................................................................................................................... 3
3. Public Notice Preparation ....................................................................................................................... 4
4. Comments.................................................................................................................................................. 4
5. Sign-in Sheets ........................................................................................................................................... 5
6. Written Comments ................................................................................................................................... 5
7. Local Government Recommendation ...................................................................................................... 5

Appendix 1 – Handouts
Appendix 2 – Plan Set
Appendix 3 – Public Notice
Appendix 4 – Mailing List
Appendix 5 – Sign In Sheets
Appendix 6 – Public Written Comments
1. Public Information Meeting Details

On Tuesday, May 24, 2016 the Loudoun County Department of Transportation and Capital Infrastructure (DTCI) held a Public Information Meeting to provide all citizens an opportunity to review and provide comments on preliminary design and concepts to improve connectivity to the roadway network around Purcellville and provide a more direct route to areas north and east of the Route 7 Bypass. The meeting was held between the hours of 6:30pm and 8:30 pm at Mountain View Elementary School in Purcellville, VA. Based on the entries on the sign in sheet, there were approximately eight citizens, one public school member, one supervisor and his assistant, and six county and contractor support staff.

An open forum method was utilized for the hearing, whereby individual concerns were addressed. A total of 1 written comment was received by email prior to the hearing, that commenter attended the hearing. The majority of the questions asked during the meeting had to deal with roadway sight distances and safety, traffic counts and projections, and direct school access from Fields Farm for safety purposes.

2. Conduct of Meeting

An open forum method was determined to be the best method to disseminate the information to the public and address specific concerns of individuals. The meeting began with an introductory overview by the County Supervisor Tony Buffington and the County Project Manager Greg Barnes, P.E., LS, followed by an opportunity to ask questions, then an open opportunity to review the plans in detail and speak one on one with the project engineers and County staff to have questions answered individually. Prior to the public hearing the County received no request for language services. The handouts provided to the public at the Public Meeting included:

- Project Description
- Purpose and Need Statement;
- Comment Sheets;
- Affected Environment Description;
- Tentative Project Schedule;
- Preliminary 30% Design Concept Plan;
- Right of Way information from VDOT;

Copies of the public meeting handouts, including the Project Description and the Tentative Schedule are attached in Appendix 1. A set of the project plans are attached in Appendix 2.

Moderating the meeting and answering questions were representatives from Loudoun County, and Dewberry the County’s design engineer team. Representatives from Loudoun County included Supervisor Buffington, Greg Barnes, P.E., LS, Joe Kroboth, and Joe Kuhna. Representatives from Dewberry included Chris dePascale, P.E., Tim Belcher, P.E., PMP and Kim Larkin.
Tables were set up for the public to sign in, receive the handouts and to leave behind the completed Comment Sheets.

3. Public Notice Preparation

The public notice was sent to the Loudoun Times-Mirror for publication in the paper and on-line in the April 28, 2016 issue, prior to the Public Hearing. A second posting was published on-line by the Loudoun Times-Mirror on May 5 and again in the paper and on-line on May 12, 2016. Copies of the publications have been attached in Appendix 3.

The public was notified several ways. In addition to the public notice, letters were sent to adjacent property owners on April 21, 2016 and again on May 18, 2016. A copy of the mailing list is attached in Appendix 4.

4. Comments Expressed at the Meeting

No formal comments were received at the public information meeting or after the meeting, and only one comment was received by email prior to the meeting which is addressed in section 6. Comments and concerns noted at the meeting included the following:

1) Concerns over having regular access to the high school from Fields Farm Road for safety purposes given the past reported security threats at the school.
   • County Staff noted they would discuss the potential to widening the school access with the School Board.

2) Concerns about sight distance and speed in regards to the geometry of the existing roadway.
   • County staff and the County consultants explained these issues were addressed in the project design through the construction of the turn lanes, as well as the ability to grade the banks for improved site distance. It was also noted that VDOT and AASHTO have sight distance and turn lane standards that had to be met in the design.

3) Concerns regarding traffic counts and the number of buses versus individual cars that would be diverted to the new school entrance was also brought up by one citizen.
   • County staff and the consultant design engineer staff provided some traffic information and noted that all school (buses, employees, students, etc.) were included in the diversion study.

4) A question was asked regarding the plan for the roadway in the future as part of a Purcellville Northern Collector Roadway (PNCR) network.
   • Supervisor Buffington noted that the proposed alignment for what was known as the PNCR is located to the East of Purcellville Road and is currently under review at the County level, and that it did not appear to be warranted at this time. He noted that the proposed Fields Farm Roadway would connect to Hillsboro and Mayfair Crown Drive and nothing more.
      i. Update since the meeting: On June 7, 2016 the BOS, unanimously approved a motion to delay the PNCR until the route 7/690 interchange is operational, and to update the CTP to reflect only Scenario 5.
5. Sign-in Sheets

Copies of the Sign in Sheets are included in Appendix 5. There were 7 citizens, 3 Loudoun County government officials, 1 Official from the Town of Purcellville, 1 Loudoun County Public Schools official, and 3 contractor employees in attendance at the Public Hearing.

6. Written Comments

One written comment was received in an email prior to the meeting. The commenter Mr. Jonathan Henkel was in reference to aligning the location of the roadway entrance with the existing property driveway. Mr. Henkel also attended the meeting and expressed this concern as well. County staff as well as the Consultant staff noted the existing driveway was located within the footprint of a future Route 690 interchange with Route 7 Bypass. Based on VDOT design requirements for access break spacing from interchanges, the Fields Farm Road entrance is required to be located a minimum of 0.25 miles (1320 feet) from the interchange ramps. That requirement fundamentally puts the Fields Farm intersection in the location noted on the preliminary plans. Mr. Henkel’s email comment is included in Appendix 6.
Appendix 1

Handouts
LAND ACQUISITION AND UTILITIES

The proposed construction will require easements and/or minor acquisition of property from parcels adjacent to the proposed project. As the project further develops and is finalized, easements for maintenance, construction, drainage, and utility relocations may be required beyond the proposed easements shown on the project plans presented tonight. Impacted property owners will be informed of the exact location of these easements during the land acquisition process prior to construction.

If right of way is required for the project, the land acquisition program will be conducted in accordance with the Uniform Relocation and Real Estate Property Acquisition Act of 1970, as amended.

Information about property purchases is discussed in VDOT’s brochure entitled, “A guide for Property Owners and Tenants.” Copies of this brochure are available tonight.

PROJECT COMMENTS

The comment sheet in this brochure is provided to assist you in making your comments. You may leave this sheet or any other written comments in the comment box. Also, you may mail or email comments. Written comments should postmarked by June 8, 2016 and should be directed to:

Mr. Greg Barnes, PE
Loudoun County
Department of Transportation and Capital Infrastructure
101 Blue Seal Drive SE, Suite 102
PO Box 7500
Leesburg, VA, 20177-7500
(703) 777-0396 or at DTCI@loudoun.gov.

Email comments can be sent to the email
Address: DTCI@loudoun.gov
Please reference Fields Farm Park Road in the subject line.

PUBLIC INFORMATION MEETING

FIELDS FARM PARK ROAD
LOUDOUN COUNTY, VIRGINIA

WELCOME!

Thank you for attending tonight’s Public Information Meeting to discuss the location and design of the proposed construction of Fields Farm Park Road in Loudoun County and the Town of Purcellville. Tonight is your opportunity to review and comment on the plans for this improvement.

The public information meeting will be conducted in an Open Forum format. Citizens are provided the opportunity to review and comment on the plans being developed for the project. Engineers can report specific details on preliminary plans, describe the project, and answer your questions. Comment sheets are included with this brochure and are available at tonight’s meeting.

All verbal and written comments received will be compiled in a record document and made available for public review at Loudoun County, Department of Transportation and Capital Infrastructure. Comments will be considered in the final design as approved by Loudoun County and VDOT.

PURPOSE AND NEED

Fields Farm Park Road is being designed as a two lane roadway that will run through the existing County owned property. The roadway will connect to existing Hillsboro Road (Route 690) and provide a secondary entrance to Woodgrove High School. The proposed roadway will also connect with the planned Mayfair Crown Drive in the adjacent Mayfair subdivision. This roadway will help to alleviate backups and safety concerns at the existing school facilities.

The anticipated Average Daily Traffic (ADT) in 2017 is 3,100 vehicles. The projected ADT in 2040 is 2,700 vehicles. The reduction is due to the anticipated future Rt. 7 Bypass interchange project. The design speed of 40 mph with an anticipated speed limit of 35 mph.

Cost and Schedule

Estimated Project Cost
Total: $4.6 Million

Anticipated Schedule
Public Information Meeting – May 24, 2016
Final Plan Approval – Early 2017
Right of Way Acquisition – Spring 2017 to Spring 2018
Begin construction – Spring 2018
Finalize construction – Spring 2019

Project Information

Preliminary plans and other information will remain available for review at:
Loudoun County
Department of Transportation and Capital Infrastructure,
101 Blue Seal Drive SE, Suite 102
PO Box 7500
Leesburg, VA, 20177-7500

Please call prior to visiting to ensure the availability of staff to assist you.

Contact Mr. Greg Barnes, PE at
(703) 777-0396 or at DTCI@loudoun.gov.

From: Hillsboro Road
To: Woodgrove High School
When: Tuesday, May 24, 2016
Time: 6:30pm until 8:30 p.m.
Mountain View Elementary School
36803 Allder School Road,
Purcellville, VA 20132

Loudoun County ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact Loudoun County the Department of Transportation and Capital Infrastructure – Capital Design and Construction at (703) 777-0396 or at DTCI@loudoun.gov.

We look forward to working with you as the project moves forward. Thank you for coming!

View of Woodgrove High School Connection
Northbound view of Approximate Route 690 intersection

Southbound View of Approximate Location of Proposed Intersection with Route 690
ENVIRONMENTAL CONSIDERATIONS

Environmental studies have been or are in the process of being completed. As part of the preliminary design process, the locations of wetlands have been identified and surveyed within the proposed alignment. Confirmation of the wetland boundaries has been obtained through a jurisdictional determination with the U.S. Army Corps of Engineers and coordinated with the Virginia Department of Environmental Quality.

To date, no substantial environmental impacts have been identified. The project will require water quality permits for construction, given the minor amount of impacts, the project expects to receive a general permit from the Corps of Engineers and DEQ. In addition, to minimize potential impacts on water quality and to comply with regulations, three potential storm water management facility areas are proposed to comply with the new Stormwater management Section II B requirements. These basins have been located to reduce increases in runoff and pollutants leaving the roadway, while minimizing the impacts to wetlands and adjacent properties.

In compliance with the National Historic Preservation Act, Section 106 and 36 CFR Part 800, information concerning the potential effects of the proposed improvements on properties listed in or eligible for listing in the National Register of Historic Places is ongoing. Section 106 coordination is in process and will be finalized during the permitting process.
Appendix 2

Plan Set
Appendix 3

Public Notice
AFFIDAVIT OF PUBLISHER
PURSUANT TO SECTION 8.01-415
OF THE 1950 CODE OF VIRGINIA
AS AMENDED

I, Kathy Rinker, being duly sworn, deposes and says that the attached order of publication was published in the Loudoun Times Mirror, a newspaper published in the County of Loudoun, State of Virginia, on April 28, 2016 and May 12, 2016

as requested by: Newsby Companies

and that deponent is a duly authorized agent of the Publisher of said newspaper.

[Signature]
Account Representative

Subscribed and sworn to me this 12th day of May 2016.

County of Loudoun

(SEAL)

Notary Public in and for the Commonwealth of Virginia.

My commission expires 11/30/18

Virginia News Group
1602 Village Market Blvd., Suite #360
Leesburg, VA 20176
DEPARTMENT OF HOME SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for Unincorporated Areas of Loudoun County, Virginia, Case No. 18-03804P. The Department of Homeland Security's Federal Emergency Management Agency (FEMA) solicits public comments on proposed flood hazard determinations for the Flood Insurance Rate Map (FIRM) and, where applicable, the Flood Insurance Studies (FIS) report for your community. These determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Areas (SFHA) boundaries, or zone designations, or the regular Flood Insurance Rate Map (FIRM) and, if applicable, the FIS report have been revised. The determinations are based on the latest available flood hazard determinations through issuance of a Letter of Map Revision (LOMR). In accordance with Title 44, Part 65 of the Code of Federal Regulations. These determinations are the basis for the floodplain management regulations that your community is required to adopt or show evidence of having in effect to qualify or remain qualified for participation in the Federal Flood Insurance Program. For more information on the proposed flood hazard determinations and information on how to review the statutory 90-day period for appeal, please visit FEMA's website at www.fema.gov/prevent/long-term or call 1-800-358-9616. FIRM maps (LOMR) for the proposed flood hazard determinations can be viewed on www.fema.gov at www.fema.gov/prevent/long-term or by calling 1-800-358-9616. For more information on how to view the maps, contact the Loudoun County Planning Department at 500 Government Center Plaza, Herndon, Virginia 20170. If you have comments on this proposed flood hazard determination, please send them to FEMA at Attention: Federal Emergency Management Agency, Office of Special Assistant to the Administrator for Risk Management, 500 C street, S.W., Washington, DC 20472-5000.

NOTICE OF IMPOUNDMENT OF ABANDONED VEHICLE

This notice informs the owner and any person having a security interest in the vehicle to claim the vehicle within 15 days after the date of the notice or the vehicle will be sold at auction. The vehicle is located at: 18200 Gateway Boulevard, Chantilly, Virginia 20152. For more information, please call 703-777-4700.

TOWN OF LEESBURG
NOTICE OF PUBLIC HEARING
TO CONSIDER ZONING ORDINANCE ARTICLE 9 (USE REGULATIONS), SECTION 9.5-D.4.C. TO CLARIFY AND AMEND TIMELINE FOR AMPLIFIED MUSIC AND OUTDOOR PERFORMANCES WITHIN R-1 ZONING DISTRICTS AS PART OF A TEMPORARY USE PERMIT

PURSUANT to Sections 15.3.147, 15.3.148, 15.3.230, 15.3.231, 15.3.233 of the Code of Virginia, 2015 as amended, the LEESBURG TOWN COUNCIL, will hold a public hearing on TUESDAY, MAY 16, 2017 at 7:00 p.m. in the Small Council Chambers, 25 W. Market Street, Leesburg, VA 20176 to consider the following amendment to the Zoning Ordinance:

See 9.5-D.4.C. Board Use for Specific Temporary Uses for:
1. Amend the section where necessary to permit outdoor performances up to 8:00 p.m.
2. Amend the section where necessary to permit the use of live amplified or electronic amplification or enhancements for outdoor performances and temporary Enhancement of the musical setting at events occurring outdoors up to 10:00 p.m. for.
3. Amend the section to clarify that permits and extensions are to be granted by the Zoning Administrator.

Copies and additional information regarding the proposed Zoning Ordinance amendments are available at the Department of Planning & Zoning located on the 2nd Floor of Leesburg Town Hall, 25 W. Market Street, Leesburg; on the Reedsville Town Hall, 25 W. Market Street, Leesburg; and online at www.leesburgvpa.gov or by calling 703-777-4700 and making a request to the Zoning Administrator. This notice is updated and made available at least twenty days prior to the public hearing.

PUBLIC NOTICE

Public Information Meeting Fields Farm Park Road Loudoun County Tuesday, May 24, 2016 6:30 PM – 8:30 PM Mountain View Elementary School Cafeteria 36803 Allard School Rd. Purcellville, VA 20132

The Loudoun County Dept. of Transportation and Capital Infrastructure (DTCI) is holding a public information meeting on the Fields Farm Park Road project. The staff would like to hear your comments on the proposed project.

Fields Farm Park Road is being designed as a two-lane roadway that will run through the existing county-owned Fields Farm property. The roadway will connect to existing Hillbrook Road (Route 606) and provide a secondary entrance to Woodgrove High School. The proposed roadway will also connect with Meyers Crown Drive in the adjacent Meyers subdivision. This roadway will help to alleviate traffic and safety concerns at this existing school facilities as well as provide an access to the County’s future Fields Farm Park.

Review the proposed project conceptual plans and environmental materials at the public information meeting or 15 days prior to the meeting date at the Loudoun County Department of Transportation and Capital Infrastructure (DTCI) Office. Currently DTCI is located at 801 Symcox Road SE, Suite 310, P.O. Box 7100, Leesburg, VA 20177-1000. Beginning on May 9, 2016, DTCI offices will be located at 101 Blue Seal Dr., Suite 102, P.O. Box 7500 Leesburg, VA 20177-7500.

A preliminary project schedule, property impact information, right of way policies, and environmental materials will be made available for review and comment prior to the Public Information Meeting and for 15 days after the public meeting at the above address as well as at the public meeting.

Questions: If you have any questions, contact the Department of Transportation and Capital Infrastructure – Design and Construction Projects at (703) 777-0366 or at dtciprojects@loudoun.gov.

In compliance with the National Historic Preservation Act, Section 106 and 26 CFR Part 930, Information concerning the potential effects of the proposed improvements on properties listed in or eligible for listing in the National Register of Historic Places will be available at the meeting and at the Government Center Building. Archaeological studies are continuing as needed.

Loudoun County ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact Loudoun County at the phone number listed above.

Provide your written or oral comments at the meeting and/or mail them by June 8, 2016 to Mr. Craig Barnes, P.E. at the address on Blue Seal Drive listed above, or email to DTCI@loudoun.gov. Please reference “Fields Farm Park Road” in the subject line.
NOTICE OF IMPOUNDMENT OF ABANDONED VEHICLE

This notice is to inform the owner and any person having a security interest in their right to reclaim the motor vehicle described below 15 days after the date of issuance of this notice. The impounded vehicle will be removed from the lot and placed in storage at a cost to the owner and any person having security interest therein, all costs and interest due and owing on the said vehicle. The owner and any person having security interest therein will be responsible for the cost of the storage and removal of the motor vehicle from the impound lot.

This notice shall also advise the owner of record of his or her right to contest the determination by the Sheriff that the motor vehicle was "abandoned," as provided in Chapter 630B of the Loudoun Co. Ordinance by requesting a hearing before the County Administrator to redetermine. Such written request for a hearing must be made within 15 days of the notice.

YEAR MAKE MODEL VIN STORAGE
1994 INFINITI J30 JNKAY1DS3KR136980 WILLOW SPRINGS TOWING 703-831-9399
5/19/16, 5/11/16
414-7900

PUBLIC NOTICE

Public Information Meeting
Fields Farm Park Road
Loudoun County
Tuesday, May 24, 2016 6:30 PM – 8:30 PM
Mountain View Elementary School Cafeteria
36803 Aldie School Rd. Purcellville, VA 20132

The Loudoun County Dept. of Transportation and Capital Infrastructure (OTCI) is holding a Public Information Meeting on the Fields Farm Park Road project. The staff would like to hear your comments and concerns about the project.

Fields Farm Park Road is being designed as a two-lane roadway that will run through the existing Couny owned Fields Farm property. The roadway will connect to existing Hillbrook Road [Route 609] and provide a secondary entrance to Westgrove Elementary. The proposed roadway will also connect with Mayfair Cranes Drive in the adjacent Oakton subdivision. This roadway will help to alleviate backslope and capacity concerns at the existing school facilities as well as provide access to the County's future Fields Farm Park.

Review the proposed project conceptual plans and environmental materials at the public information session or 10 days prior to the opening date at the Loudoun County Department of Transportation and Capital Infrastructure (OTCI) Office. Currently OTCI is located at 801 Souders Blvd SE, Suite 310, P.O. Box 7100, Leesburg, VA 20177-7100. Beginning May 9, 2016, OTCI offices will be located at 161 Blue Steel Dr., SE Suite 102, P.O. Box 7500 Leesburg, VA 20177-7500.

A preliminary project schedule, property impact information, right of way policies and environmental materials will be made available for review and comment prior to the Public Information Meeting and for 15 days after the public meeting at the above address as well as at the public meetings:

Questions: If you have any questions, contact the Department of Transportation and Capital Infrastructure – Design and Construction Projects at (703) 777-0366 or at OTCI@loudoun.gov.

In compliance with the National Historic Preservation Act, Section 106 and 36 CFR Part 800, interested parties are being notified of the proposed improvement to properties listed in or eligible for listing in the National Register of Historic Places will be available at the meeting and at the Government Building Center. Archaeological studies are ongoing.

Loudoun County ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities, please contact the Loudoun County at the phone number listed above. Please provide your written or oral comments at the meeting or submit them by June 6, 2016 to OTCI@loudoun.gov. For the hearing impaired, the phone number for TTY has been set up at 711 by the State Relay Service. Please provide your comments via mail, phone or TTY. Please reference "Fields Farm Park Road" in the subject line.

Public Notice

Public Auction
May 10, 2016
3:30 PM
A PUBLIC AUCTION OF ALL PERSONAL PROPERTY FOUND IN STORAGE UNITS:
Debra Baranetz - Unit # 80
Peggy Greene - Unit # 117
Circa Boris - Unit # 74
Stephen D. Rossi - Diamond In The Rough - Unit # 40
Location:
Fort Roca Self Storage
768 Gateway Dr. S.E.
Leesburg, VA 20175
TERMS: CASH
5/16/16
4559060

ABC Licenses

Full name(s) of owner(s):
Stone Manor Vineyard & Orchard, LLC
Trading as:
Stone Manor Bed & Breakfast Inn
13193 Mountain Road, Lovettsville, Loudoun County, Virginia 20180-3902
The above establishment is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) for a Wine & Beer On-Premise license to sell or manufacture alcoholic beverages.

Spencer Ault, Member
NOTE: Objections to the issuance of this license must be submitted to ABC no later than 30 days from the publishing date of the first of two required newspaper legal notices. Objection forms are available at www.abclicensing.com or by calling 804-585-3000.
5/29/16, 6/5/16
4547790

Full name(s) of owner(s):
Stone Manor Vineyard & Orchard, LLC
Trading as:
Stone Manor Bed & Breakfast Inn
13183 Mountain Road, Lovettsville, Loudoun County, Virginia 20180-3902
The above establishment is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) for a Limited, Mixed Beverage, Off-Premise license to sell or manufacture alcoholic beverages.

Spencer Ault, Member
NOTE: Objections to the issuance of this license must be submitted to ABC no later than 30 days from the publishing date of the first of two required newspaper legal notices. Objection forms are available at www.abclicensing.com or by calling 804-585-3000.
5/21/16, 5/28/16
4547790

Full name(s) of owner(s):
Nelson Companies LLC
Trading as:
Morven Park Cafe
41500 Sunday Morning Lane
Leesburg, Loudoun County, Virginia 20176
The above establishment is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) for a Wine and Beer, Off-Premises license to sell or manufacture alcoholic beverages.

Nita Schmidt, Manager
NOTE: Objections to the issuance of this license must be submitted to ABC no later than 30 days from the publishing date of the first of two required newspaper legal notices. Objection forms are available at www.abclicensing.com or by calling 804-585-3000.
5/16/16, 5/23/16
4548260

ORDER OF PROTECTION
Commonwealth of Virginia
VA. CODE § 8.0-316
Case No. LUB30867-01-00
J23086628-01-00
Juvenile and Domestic Relations District Court of Loudoun County
Commonwealth of Virginia in re
Sallie Ellimony Yousefzadeh
Sallie Ellimony Yousefzadeh
Loudoun County Department of Family Services

It is ORDERED that the defendant Yousufzad, Sallie Ellimony, also known as Yousufzad, Sallie Ellimony Yousefzadeh, and/or her mother Yousefzadeh, Sallie Ellimony Yousefzadeh, and/or her son Yousefzadeh, Sallie Ellimony Yousefzadeh, be and is hereby restrained from committing or attempting to commit or authorizing or permitting and aiding and abetting or procuring, or in any other manner taking any action or engaging in any conduct that would constitute a violation of the Virginia Code § 8.0-316, and/or Virginia Code § 8.0-316.1.

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
Proposed Flood Hazard Determination
Loudoun County, Virginia
Proposed Flood Hazard Determination
Loudoun County, Virginia, Case No. 77TAS06120799
The Department of Homeland Security’s Federal Emergency Management Agency (FEMA) solicits technical information or comments on proposed flood hazard determinations for the Flood Insurance Rate Map (FIRM), and where applicable, the Flood Insurance Study (FIS) report for your community. These flood hazard determinations may include the addition or modification of flood hazard data, such as flood elevations; special flood hazard areas; special flood hazard areas; and/or floodplain boundary lines. These determinations are the basis for the floodplain management ordinances that provide for community review of structures that are proposed to be constructed, altered, or reconstructed within the 100-year floodplain, and for the development of community floodplain management ordinances. For more information on the proposed flood hazard determinations and information on the statutory 90-day period for review, please contact FEMA at 1-800-358-9687. The FIRM and/or FIS report may be found at www.fema.gov.

Legal Notices
Appendix 4

Mailing List
PUBLIC INFORMATION MEETING
Fields Farm Park Road

Tuesday, May 24, 2016
6:30-8:30 p.m.
Mountain View Elementary School Cafeteria
36803 Allder School Road
Purcellville, VA 20132

The Loudoun County Dept. of Transportation and Capital Infrastructure (DTCI) is holding a Public Information Meeting on the Fields Farm Park Road project, location exhibit below. The staff would like to hear your comments on the proposed project.

Fields Farm Park Road is being designed as a two lane roadway that will run through the existing County owned Fields Farm property. The roadway will connect to existing Hillskoro Road (Route 690) and provide a secondary entrance to Woodgrove High School. The proposed roadway will also connect with Mayfair Crown Drive in the adjacent Mayfair subdivision. This roadway will help to alleviate backups and safety concerns at the existing school facilities as well as provide an access to the County’s future Fields Farm Park.

Review the proposed project conceptual plans and environmental materials at the public information meeting or 15 days prior to the meeting date at the Loudoun County, Department of Transportation and Capital Infrastructure (DTCI) Office. Currently DTCI is located at 801 Sycolin Road SE, Suite 310, P.O. Box 7100 Leesburg, VA, 20177-7100. Beginning on May 9, 2016, DTCI offices will be located at 101 Blue Seal Dr., SE Suite 102, P.O. Box 7500 Leesburg, VA 20177-7500

A preliminary project schedule, property impact information, right of way policies, and environmental materials will be made available for review and comment prior to the Public Information Meeting and for 15 days after the public meeting at the above address as well as at the public meeting.

Questions: If you have any questions, contact the Department of Transportation and Capital Infrastructure – Design and Construction Projects at (703) 777-0396 or at DTCI@loudoun.gov.

Loudoun County ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact Loudoun County at the phone number listed above.

Provide your written or oral comments at the meeting or submit them by June 8, 2016 to Mr Greg Barnes, P.E. at the address on Blue Seal Drive listed in bold above, or email to DTCI@loudoun.gov. Please reference “Fields Farm Park Road” in the subject line.

Project Contact: Greg Barnes / Loudoun County Department of Transportation and Capital Infrastructure

DTCI@loudoun.gov
Raymond S. & Mary J Frase Williams
16947 Hillsboro Road
Purcellville, VA 20132-3512

Mayfair Community Association
3201 Jermantown Road, Suite 150
Fairfax, VA 22030-2875

Brookfield Autumn Hill LLC
3201 Jermantown Road, Suite 150
Fairfax, VA 22030-2875

Stanley & Edna Thomas
16873 Hillsboro Road
Purcellville, VA 20132

Jonathan & Krasimira Henkel
16894 Hillsboro Road
Purcellville, VA 20132

Nevin Kelly
P.O. Box 2842
Purcellville, VA 20134

George J. & Rhonda G. Phillip
16900 Hillsboro Road
Purcellville, VA 20132

Bernard C. Miller
P.O. Box 1176
Purcellville, VA 20134

Michael R. Marciniak Estate
c/o Linda Shores
32 S. Loudoun Street
Lovettsville, VA 20180

Loudoun County Board of Supervisors
P.O. Box 7000 MSC 01
Leesburg, VA 20177

H. Ralph Fields Jr. L/E
c/o Gerald A. Parker, Executor
P.O. Box 847
Purcellville, VA 20134-0847

E. Thomas Jr. & Kelly N. Briner
16947 Hillsboro Rd.
Purcellville, VA 20132-3511

Loudelle Beans
16940 Hillsboro Rd.
Purcellville, VA 20132

Dale E. Lehnig, PE, CFM
Capital Projects & Engineering Manager
Town of Purcellville
221 S. Nursery Avenue
Purcellville, VA 20132

Robert W. Lohr, Jr
Town Manager
Town of Purcellville
221 S. Nursery Avenue
Purcellville, VA 20132

Daniel Davis
Assistant Town Manager
Town of Purcellville
221 S. Nursery Avenue
Purcellville, VA 20132

Patrick Sullivan
Director of Community Development
Town of Purcellville
221 S. Nursery Avenue
Purcellville, VA 20132

Alex Venegas, CPM
Director of Public Works
Town of Purcellville
221 S. Nursery Avenue
Purcellville, VA 20132
Appendix 5

Sign In Sheets
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone Number/Email Address</th>
<th>Representing (Self, HOA, Group, etc)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rachael Chambers</td>
<td>37852 Perkins Ct, Purcellville, VA</td>
<td>rachael.chambers@loudoun.</td>
<td>Sup. Tony Butterfield, Blue Ridge Supervisor</td>
</tr>
<tr>
<td>Tony Buffington</td>
<td>ON FILE</td>
<td>ON FILE</td>
<td></td>
</tr>
<tr>
<td>Chris Delacruz</td>
<td></td>
<td></td>
<td>Denby</td>
</tr>
<tr>
<td>Ralph Fields</td>
<td>16980 Hillsboro Rd</td>
<td>571-454-1271</td>
<td>LCPS</td>
</tr>
<tr>
<td>Sarah Howard-O'Brien</td>
<td>21000 Education Ct, Ashburn</td>
<td>571-252-1156</td>
<td></td>
</tr>
<tr>
<td>Andrew Phelps</td>
<td>16900 Fellabour Rd</td>
<td>303-431-5447</td>
<td>Self</td>
</tr>
<tr>
<td>George Phelps</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lydia Clark</td>
<td>38111 Highland Farm</td>
<td></td>
<td>Self</td>
</tr>
<tr>
<td>Kim Larkin</td>
<td></td>
<td></td>
<td>Dewberry</td>
</tr>
<tr>
<td>*Joe Kroboth</td>
<td>*DID NOT SIGN IN OR ATTEND MTC</td>
<td></td>
<td>County Transport Dept</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Phone Number/Email Address</td>
<td>Representing</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------------------</td>
<td>------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Kelly Briner</td>
<td>16974 Hillsboro Rd.</td>
<td><a href="mailto:kellynbriner@gmail.com">kellynbriner@gmail.com</a></td>
<td>Self</td>
</tr>
<tr>
<td>Timothy Belcher</td>
<td>8401 Arlington Boulevard</td>
<td>703.849.0391 <a href="mailto:belcher@dewberry.com">belcher@dewberry.com</a></td>
<td>Dewberry</td>
</tr>
<tr>
<td>Joe Henkel</td>
<td>16894 Hillsboro Rd</td>
<td><a href="mailto:johenk1@gmail.com">johenk1@gmail.com</a></td>
<td>Self</td>
</tr>
<tr>
<td>Bernie Miller</td>
<td>16827 Hillsboro Rd</td>
<td><a href="mailto:miller.bernard@gmail.com">miller.bernard@gmail.com</a></td>
<td>Self</td>
</tr>
<tr>
<td>Patrick Sullivan</td>
<td></td>
<td><a href="mailto:pgs654@yahoo.com">pgs654@yahoo.com</a></td>
<td>Town Purcell</td>
</tr>
</tbody>
</table>
Appendix 6

Public Written Comments
Kim,

Please see comment below.

Greg

From: DEPT-TCI-CONSTRUCTION
Sent: Wednesday, May 25, 2016 3:30 PM
To: Barnes, Greg <Greg.Barnes@loudoun.gov>
Subject: FW: Fields Farm Park Road Oorject

Greg,
Forwarding to you...
Thanks,
Annie

From: Jonathan Henkel [mailto:jonhenk1@gmail.com]
Sent: Friday, May 20, 2016 5:21 PM
To: DEPT-TCI-CONSTRUCTION <DTCI@LOUDOUN.GOV>
Subject: Fields Farm Park Road Oorject

I just received notification (1st notification I've seen). The only comment/objection I have is why isn't the Hillsboro road entrance at the existing drive into the property. It seems a waste of time & resources to move the entrance to the proposed property. The proposed road will cross the current Fields Farm entrance somewhere within 50 feet of Hilldoro Road.

Jon Henkel
16894 Hillsboro Rd
20132
(703)988-7454
FIELDS FARM LCPS / PRCS
RECREATIONAL LAYOUT CONCEPT
(FOR ILLUSTRATIVE PURPOSES ONLY)

ATTACHMENT 3
MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made, effective the 28th day of March, 2006, by and between the County of Loudoun, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "County") and Upper Loudoun Youth Football, Inc., a Virginia Nonprofit Corporation (hereinafter referred to as "ULYF").

WHEREAS, the ULYF exists for the purpose of organizing and supporting participation in youth football and cheerleading activities and, in connection with such activities, the promotion of sportsmanship, teamwork and community involvement, and

WHEREAS, the ULYF has a charitable and educational purpose, intending to foster the aforementioned objectives, and participation in ULYF activities is open to the general public, and

WHEREAS, the Board of Supervisors of the County endorses these charitable and educational purposes and considers the work and activities of the ULYF to be a valuable resource to the citizens of the County, and

WHEREAS, the County owns certain real property, which is not currently designated for other essential public purposes.

WHEREAS, the ULYF is in need of undeveloped property on which to construct a stadium, practice field(s), and associated appurtenances for its activities, and

ATTACHMENT 4
WHEREAS, the County is willing to donate the use of its property to the ULYF and has reached an agreement regarding the use of the property for a stadium and ULYF activities, which agreement the parties desire to reduce to writing,

NOW THEREFORE, in consideration of the above premises, which are incorporated herein, and the terms and conditions set forth hereafter, the County and the ULYF agree as follows:

1. **County Property:** The real property which is the subject of this agreement is described as a portion of the property to the north of the Town of Purcellville commonly referred to as the “Fields Farm”, further described as a portion (approximately 71 acres) of Tax Map 35, Parcel 21 (MCPI # 522-29-5928, shown on the plat attached hereto and made a part hereof as Attachment #1. The County has obtained a Special Exception to its zoning ordinance for the property, which is attached hereto and made a part hereof as Attachment #2.

2. **Improvements:** The County Property is currently unimproved and is not served by public utilities. The ULYF will improve and add to the County Property by constructing the stadium, practice field(s), appurtenant structures, parking facilities and road infrastructure, (the “Facility”) as shown on the plan attached hereto and made a part hereof as Attachment #3. The improvements shown on Attachment #3 were presented to the Loudoun County Planning Commission and approved by the Loudoun County Board of Supervisors as part of a Zoning Special Exception awarded for this project. No other improvements shall be constructed on the County property without express written permission of the County.

   ULYF agrees to construct and operate the Facility in full and complete accordance with the Special Exception and its associated terms and conditions. In addition ULYF covenants to construct the Facility to be in full compliance with the applicable provisions of the Virginia Uniform Statewide Building Code (USBC), the
Americans with Disabilities Act (ADA), and all other applicable laws, rules and regulations governing the construction and use of the Facility.

The ULYF will also construct a utility field for lacrosse and rugby and will rough grade two (2) additional fields on the County property adjacent to the property on which the Facility is located.

3. Payment for Improvements: The ULYF will construct all improvements shown on Attachment #2 at its sole expense. The County agrees to apply to the Virginia Department of Transportation for Recreational Access funds to be applied to the construction of the right turn lane into the property from Hillsboro Road; however the parties acknowledge that it is not certain that such funds will be approved by the State. In the event the Recreational Access Funds are not forthcoming ULYF agrees that it will fund the construction of the turn lane without State monies. ULYF will provide and pay for all improvements to provide water, sewer, septic, or pump and haul service to the Facility. In the event a drainfield is required in the future by the Loudoun County Health Department the ULYF agrees to fund, design and construct the drainfield in a timely manner. Once public sewer and water is available to the Facility, the ULYF agrees to fund and connect to the public water and sewer source within five years of the date of such availability.

4. Length of Agreement – This Memorandum of Understanding Agreement and the uses permitted thereunder shall have a term of twenty five (25) years from the effective date hereof. Upon expiration of this term the ULYF may extend this Agreement for an additional period of five (5) years upon the same terms and conditions, provided that it shall be a condition of such option to extend that the ULYF provide written notice to the County of its intention to extend at least one hundred eighty (180) days prior to the end of the initial term.

5. Fee: ULFL will pay one dollar ($1.00) for the use of the property as set forth in this Agreement.
6. **Use of the Facility:** Both the County and the ULYF shall have full, unrestricted access to the Facility provided the exercise of such access does not unreasonably interfere with the permitted use of the Facility by the other.

   a) **ULYF Use:** The ULYF shall have the use of the Facility for its football practice, football games, cheerleading practice and events, concession sales incidental to these events, and related activities. ULYF covenants that it will use the property solely for these purposes and no other uses will be permitted, unless expressly permitted by the County in its sole discretion.

   Practices and games will be scheduled in accordance with the Loudoun County adopted allocation process

   b) **County Use:** ULYF will have priority use of the Facility from July 1 through November 30 of each year. For non priority time periods, the County may utilize the Facility for itself and other and various Loudoun County youth leagues in a manner consistent with the Loudoun County Department of Parks, Recreation, and Community Services (PRCS) policies. The scheduling of any such use must be approved by both ULYF and the County no less than fourteen (14) days prior to the requested date of use.

7. **Concession Sales:** The ULYF shall have exclusive right to operate the concession stand(s) at the facility for all ULYF events and shall be entitled to one hundred percent (100%) of the proceeds. It shall comply with all health department regulations for the sale of food and drink. ULYF covenants that no alcoholic beverages will be sold at the Facility. ULYF will provide an audited concession sales report within thirty (30) days of the conclusion of each calendar quarter.

   ULYF shall have the exclusive right to operate the concession operation at all non-ULYF events and shall be entitled to one hundred percent (100%) of the proceeds.
However, if it indicates it is unable or unwilling to provide concession service at these events the County may contract with another company and retain the proceeds.

ULYF covenants that it will not sublet, assign or otherwise permit any other entity to use the concession building for sales of any sort without the written permission of the County, through its PRCS Director.

8. **Operation of the Facility:**

   a) **Traffic and Parking:** The ULYF shall be responsible for traffic control for its events, including the obligation to secure and pay for any reasonably necessary assistance from the Loudoun County Sheriff’s Department. ULYF agrees to alert PRCS of major planned events that may require traffic control.

   b) The County will provide Facility supervision and enforce PRCS rules and regulations.

9. **Maintenance:** The Parties will provide all maintenance of the Facility, however, improvements to the facility must be approved by the County.

10. **Utilities:** The County shall pay for all periodic utility bills (ex: electricity, pump & haul, public water and sewer charges, telephone, gas, garbage collection). ULYF shall pay for the design and construction/installation of utilities to the Facility.

11. **Insurance:** The County will obtain and keep in force property/casualty insurance in the full amount necessary to repair or fully replace the Facility in the event of its destruction after initial construction. During initial construction the ULYF will obtain and keep in force Builder’s Risk Insurance in the amount of the full replacement value.

   ULYF covenants to obtain and keep in force public liability insurance covering loss from personal injury and/or property damage in the initial amount of two million dollars ($2,000,000). Said policy shall be with a reputable insurance company authorized to do business in the State of Virginia. Coverage must be updated at least
annually to recognize inflation as measured by the US Consumer Price Index and must name the County of Loudoun as an additional insured, both with regard to judgments of actual liability but also with regard to the duty to defend against claims. Each policy must contain the obligation of the insurer to notify the County of any cancellation or reduction of coverage at least 30 days prior to such action. A certificate evidencing compliance with these conditions must be delivered to the County upon initial issuance of the policy (which must be before entry of ULYF on the property pursuant to this Agreement) and annually thereafter.

12. **Indemnity:** ULYF covenants that it will indemnify the County, its officials, officers, employees and authorized representatives from all claims and actions pertaining to the construction or operation of the Facility, including the cost of defense of such claims or actions unless claim is caused by the willful or sole negligence, or sole misconduct of the County. Such obligation of indemnity shall not be applicable to claims or actions directly arising from the County’s use of the Facility or contractual claims of ULYF against the County, or claims or actions of third parties.

13. **Damage or Destruction:** In the event the Facility is damaged or destroyed after completion the County agrees to:
   a) repair or replace the facility to its former condition, or
   b) assign all insurance proceeds to the ULYF for its use in repairing or restoring the Facility, or
   c) in the case of total destruction, should the Parties decide not to replace the Facility, the County will pay to the ULYF the insurance proceeds less all amounts necessary to clear the property of the remains of the Facility, in which case this Agreement shall terminate.

14. **Title:** Fee simple title in both the underlying land and any improvements constructed by ULYF shall be in the County.
15. **Assignment:** This Agreement may not be assigned without the express approval of the County.

16. **Termination:**

   a) **Termination for Cause:** This Agreement may be terminated by the County without the requirement of notice in the event: the ULYF fails to maintain its status as a Non Profit Corporation with the State of Virginia and its 501(c)(3) status with the United States Internal Revenue Service; and/or if the ULYF fails to maintain insurance coverage as required elsewhere in this Agreement; and/or if the ULYF fails to begin construction of the Facility within one (1) year of approval of the site plan. This Agreement may be terminated by either party in the event of a breach of a material Covenant in this Agreement, which breach is not cured within thirty days of written notice thereof.

   b) **Termination for Convenience or Non-Appropriation:** The County may terminate this Agreement for Convenience or in the event its Board of Supervisors fails to appropriate sufficient monies to fund its obligations hereunder. In the event of a termination under this subparagraph, and to the extent allowed by law, the ULYF will be compensated for its construction costs by dividing the total capital project cost of the Facility by twenty five (25) (the number of years in the initial term) and multiplying the result by the number of years that have lapsed prior to termination. The result will then be subtracted from the total cost. Ex: If the County were to terminate for convenience or non-appropriation in year 10 of the Agreement and the total cost of construction was one million dollars ($1,000,000) then $1,000,000 divided by 25 equals $40,000 X 10 years equals $400,000. $1,000,000 minus $400,000 equals $600,000 reimbursement to ULYF.

   If ULFL terminates for convenience during construction it must remove any construction that is already in place or pay to the County such amount as would be necessary to complete the construction.
17. Notices: All notices to be given under this agreement shall be sent by US Mail, return receipt requested, or by a recognized overnight courier, or by personal delivery to:

IF TO COUNTY:
County of Loudoun
Director
Parks, Recreation, and Community Services
215 Depot Court
Leesburg, Va. 20175

With a copy to:

Director
Department of General Services
County of Loudoun
211 Gibson Street
Suite 123
Leesburg, Virginia 20176

IF TO ULYF

Upper Loudoun Youth Football, Inc.
P. O. Box 144
Purcellville, VA 20134

18. Successors and Assigns: This Agreement is binding on the Parties, as well as their successors and permitted assigns.

19. Counterparts: This Agreement may be executed in two counterparts, each of which has the full force and authority of an original.

20: Contingency: This Agreement is contingent upon approval by the Board of Supervisors of Loudoun County.
IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have affixed their signatures below:

COUNTY OF LOUDOUN, VIRGINIA
By: ____________________________
   [Signature]
   Kirby M Bowers
   County Administrator
   Date: 3/30/06

APPROVED AS TO FORM:

ASSISTANT COUNTY ATTORNEY

UPPER LOUDOUN YOUTH FOOTBALL, INC.
By: ____________________________
   [Signature]
   Name: John M. Rose
   Title: President
   Date: March 28, 2006

3/27/2006
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 24th day of September 2007, by and among Upper Loudoun Youth Football League ("ULYFL"), the Town of Purcellville, Virginia ("Town") and the County of Loudoun ("County"), collectively referred to as the "Parties".

R-1 ULYFL proposes to construct fields and related facilities for youth sports on a portion of the property owned by the County adjacent to the Town (Subject Property”), and to operate the facility in conjunction with the County's Department of Parks, Recreation and Community Services.

R-2 ULYFL desires municipal water and sewer service from the Town for its planned sports facilities.

R-3 The Town desires to provide utility service to ULYFL for its sports facilities, subject to the application of the County, with the concurrence of ULYFL, to the annexation into the Town of the Subject Property where the ULYFL facilities are to be located.

R-4 The County and ULYFL desire to request the annexation of the Subject Property on which the sports facilities are to be located; provided that ULYFL submits a site plan to the County for the facilities, the site plan is referred to the Town for comment, and the site plan is approved by the County prior to annexation, and further provided that the Town agrees and acknowledges that ULYFL and the County will have a vested right to diligently pursue and complete the sports facilities as shown on the approved site plan.

R-5 The Parties have agreed to the terms of this Memorandum of Understanding to memorialize, define, and acknowledge the expectations and agreements of the Parties with respect to the matters contained herein.

AGREEMENTS

ULYFL, the Town and County, each pursuant to due and proper authority, agree to the following points, which shall govern the Parties' actions with respect to the matters contained herein, to the extent allowed by law:

1. The property that is the subject of these agreements (the Subject Property) is a portion of the parcel identified in the County assessment records as PIN 522-29-5928. The entire parcel is commonly referred to as the "Fields Farm." The agreement concerns only that portion of the Fields Farm on which
ULYFL proposes to construct its sports facilities, as shown and described in Exhibit I.

2. The County will amend its pending out-of-phase annexation application to limit the annexation request to the Subject Property. Additionally, the County will request that this amended annexation application be forwarded to the Joint Policies Review Committee for review and the initiation of an amendment to the Purcellville Urban Growth Area Management Plan (PUGAMP).

3. ULYFL will submit a site plan to the County for the proposed sports facilities on the Subject Property. The site plan will be reviewed for conformance with the Loudoun County Zoning Ordinance, Land Subdivision and Development Ordinance and the PUGAMP. The County will send a copy of the site plan to the Town for its review and comment.

4. The Town and ULYFL (with the consent of the County) shall promptly enter into a written agreement containing the following commitments:
   
a. The Parties will negotiate a Water and Sewer Agreement. Following annexation, and after the payment of availability fees, the Town will provide public sewer and water to the Subject Property at uniform rates applicable to other users in the Town.
   b. ULYFL will be responsible for extending lines to serve the Subject Property, subject to review and approval by the Town.
   c. Upon completion, these improvements, except improvements that serve the Subject Property only, such as lateral lines and pump facilities, will be conveyed to the Town for maintenance.

5. If the County and Town approve the PUGAMP amendment for the Subject Property, the Town intends to annex the Subject Property, subject to the process established for consideration of annexation applications. The Town agrees that upon annexation of the Subject Property, the County and ULYFL will have a vested right under an approved site plan for the Subject Property to diligently pursue the completion and operation of the sports facilities shown thereon in conformance with the County zoning ordinance in effect at the time of the approval.

6. The Parties acknowledge that the agreements set forth in this document require certain legislative actions pursuant to notice and public hearing by the respective governing bodies of the Town and County. Nothing in this document is intended to, or can, affect the authority or discretion of the respective governing bodies in reviewing or approving any legislative action necessary to implement these understandings of the parties.
7. This Memorandum of Understanding shall in no way constitute or be construed as a commitment, intent or obligation of the Town to provide utilities to any portion of the Fields Farm property beyond that area described and defined as the Subject Property in ¶ 1.

This Memorandum of Understanding is entered into as of the 28th day of September, 2007.

Upper Loudoun Youth Football League
By: John [signature]

Town of Purcellville, Virginia
By: [signature]

County of Loudoun, Virginia
By: [signature], County Administrator
EXHIBIT 1
DESCRIPTION OF SUBJECT PROPERTY

Date: 7/18/2007

Beginning at a point in the line of the now or formerly Brookfield Autumn Hill, LLC land, said point being S 03°43'45" E 470.56' and S 19°42'05" E 330.62' from the now or formerly Chestnut Hills Lot 12A, Thence running with the now or formerly Brookfield Autumn Hill, LLC land S 19°42'05" E 532.03' to a point, S 04°59'35" E 1,036.39' to a point, said point being in the line of the now or formerly McKim Construction Company Land, Thence S 84°30'32" W 235.45' to a point, Thence S 31°15'31" W 189.95' to a point, said point marking the corner to the now or formerly Shea Enterprises, LLC land, Thence S 70°0'39" W 267.46' to a point in the Northerly Right of Way line of Route #7, Thence continuing with the Aforementioned Route #7 the following:

N 32°53'56" W 51.38' to a point;

N 82°07'58" W 686.44' to a point;

N 81°36'10" W 140.78' to a point;

said point being situated at the intersection of the north right of way line of Harry Byrd Highway, State Route 7 and the north right of way line of Hillsboro Road, State Route 690.

Thence, along the north right of way line of said Hillsboro Road the following courses and distances:

N 28°35'12" W, 112.53 feet to a point;

N 38°46'12" W, 114.72 feet to a point;

N 54°11'16" W, 110.94 feet to a point;

Thence, along a curve to the left with a radius of 621.08 feet, a tangent length of 237.90 feet, a central angle of 41°55'03", the radius of which bears S 38°32'11" W, the long chord of which bears N 72°25'20" W for a distance of 444.32 feet; Thence along the arc of said curve for a distance of 454.39 feet to a point;

Thence, S 86°37'09" W, 224.51 feet to a point;
Thence, along a curve to the right with a radius of 522.96 feet, a tangent length of 107.51 feet, a central angle of 23°14'00", the radius of which bears N 03°22'51" W, the long chord of which bears N 81°45'51" W for a distance of 210.61 feet; Thence along the arc of said curve for a distance of 212.06 feet to a point;

Thence leaving said north right of way line of Hillsboro Road N 73°04'52" E, 239.85 feet to a point;

Thence, N 73°19'03" E, 866.14 feet to a point;

Thence, N 75°03'39" E, 794.11 feet to a point;

Thence, N 16°41'00" W, 544.86 feet to a point;

Thence, N 70°17'55" E, 598.99 feet to the point of beginning and containing 44.410 acres of land.
SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the Town of Purcellville, Virginia ("Town"), the School Board of Loudoun County, Virginia ("School Board"), and the Board of Supervisors of Loudoun County, Virginia ("County"), this 19th day of December, 2008.

Recitals

A. The County is the owner of an approximately 231 acre tract known as the Fields Farm property ("Fields Farm"). Approximately 228 acres of Fields Farm is located north of, and adjacent to, the Town corporate limits and identified on the County tax map as PIN 522-29-5928. The balance of Fields Farm is located within the Town.

B. Fields Farm is within the Town of Purcellville Urban Growth Area ("UGA") as established by the 1994 "Town of Purcellville/County of Loudoun Annexation Agreement" (the "Annexation Agreement"). The UGA is the subject of a joint comprehensive plan adopted in May 1995 by the County and the Town known as the "Purcellville Urban Growth Area Management Plan" (the "PUGAMP").

C. In 1999, the County and the Town jointly amended PUGAMP to designate a portion of the UGA immediately adjacent to the Town as "Phase 1." Phase 1 properties are eligible for annexation into the Town until the 2010 Phase 1 expiration date. Properties lying outside Phase 1 require a PUGAMP amendment in order to be eligible for annexation.

D. The County purchased Fields Farm in 2000 for public uses and facilities.

E. After the County's purchase of Fields Farm, the School Board constructed and is now operating the Mountain View Elementary School on Fields Farm with on-site water supply and wastewater disposal systems. PUGAMP Figure 10 identifies an elementary school site in the area of Fields Farm.
F. On or about June 16, 2005, the County approved a special exception application, SPEX 2004-0009, to construct athletic fields and recreational facilities on the southern portion of Fields Farm containing approximately 44 acres (the “Southern Portion”).

G. In 2007, the County and Town amended PUGAMP’s Phase 1 map to include the Southern Portion within the Phase 1 area appropriate for annexation. The Southern Portion has not yet been annexed. Approximately 184 acres of Fields Farm currently remain outside of the Phase 1 area of the UGA.

H. On July 6, 2006, the School Board filed a special exception application, SPEX 2006-0022, to construct Woodgrove High School on Fields Farm. The County approved this application, with specified Conditions of Approval, on June 5, 2007 (the “WHS SPEX”).

I. The School Board now plans to construct Woodgrove High School at Fields Farm and, in addition to the WHS SPEX, has obtained a commission permit and site plan approval from the County for that facility under the County’s planning, zoning and development regulations.

J. Since June 2006, the Town, County and School Board have been engaged in litigation concerning the PUGAMP and the WHS SPEX arising out of the Town and County’s differing interpretations of PUGAMP with respect to planning, zoning and other land use laws and requirements. The following cases between the parties remain pending in the courts of the Commonwealth:

*Town of Purcellville v. County of Loudoun*, Supreme Court of Virginia Record No. 071425 (on remand to Loudoun County Circuit Court);

*Martha Mason Semmes, Etc., v. Town of Purcellville Board of Zoning Appeals, et al.,* Supreme Court of Virginia Record No. 071506 (on remand to Loudoun County Circuit Court);
Board of Supervisors of Loudoun County, et al., v. Town of Purcellville, Supreme Court of Virginia Record No. 071426 (on remand to Loudoun County Circuit Court);

Town of Purcellville v. Board of Supervisors of Loudoun County, et al., Supreme Court of Virginia Record No. 071505 and 071424 (on remand to Loudoun County Circuit Court);

and

Town of Purcellville v. Board of Supervisors of Loudoun County, et al., CLA6067, Loudoun County Circuit Court.

These cases are referenced collectively as the “Litigation.”

K. The Town, School Board and County now want to resolve the Litigation to allow Woodgrove High School to be established at Fields Farm under mutually acceptable terms and conditions.

Agreement

In consideration of the matters stated in the recitals and other valuable consideration as set out in this Agreement, the parties now agree to be bound as follows:

1. Construction of Woodgrove High School. The Town agrees to the development and construction of Woodgrove High School, a 1600 student high school, and the subsequent occupancy and operation of that facility at Fields Farm subject to the terms and conditions set forth in this Agreement as well as all applicable building code, site plan and utility construction requirements.

   a. The parties agree that development and construction of the Woodgrove High School shall be in accordance with the WHS SPEX, County-approved site plan STPL 2006-0081 and CPAP 2007-0093 except as such documents may be modified as set forth in this Agreement to allow for the provision of public water and sewer service to Woodgrove High School as well as Mountain View Elementary School.
b. The Town agrees that no further zoning or site plan approval by the Town is necessary prior to development of Woodgrove High School at Fields Farm by the School Board. The Town further agrees that no commission permits from the Town are required prior to development of Woodgrove High School at Fields Farm except as set forth in Paragraph 7 of this Agreement.

c. Notwithstanding the Town’s agreement to the development of Woodgrove High School at Fields Farm, the parties agree that construction of Woodgrove High School cannot start until both the Town and County have approved an amendment to PUGAMP’s Phase 1 area to make the balance of Fields Farm eligible for annexation.

2. Water and Sewer Service. The County and School Board agree that Woodgrove High School will not be developed with on-site water and/or on-site sewer service but, instead, will be serviced only by Town public water and sewer service unless the Town defaults in the manner set forth in Paragraph 11 of this Agreement. The County and School Board further agree to transition Mountain View Elementary School to Town public water and sewer service as set forth in this Agreement unless the Town defaults in the manner set forth in Paragraph 11 of this Agreement.

a. In recognition of the commitment by the County and School Board to utilize Town public water and sewer service at Fields Farm, the Town represents and warrants that upon annexation of Fields Farm it has sufficient capacity and capability to provide sewer service and water service at a fire-flow of 1250 gallons per minute measured at fire hydrant 009 with a static pressure of 74 psi measured at fire hydrant 007 (measured at dead-end of an existing water main) for both Woodgrove High School and Mountain View Elementary School for so long as those facilities continue to be used as a
1600 student high school and an 800 student elementary school, respectively. Upon
annexation of Fields Farm into the Town, the Town shall provide water and sewer service
to Woodgrove High School and Mountain View Elementary School on the terms and
conditions set forth in this Agreement.

b. The School Board will submit to the Town signed Water and Sewer
Agreements for Woodgrove High School, Mountain View Elementary School, and the
Woodgrove High School Stadium and Concession facilities substantially in the forms
included as Exhibit A, and not inconsistent with this Settlement Agreement, no later than
April 1, 2009. The Town agrees to accept such Water and Sewer Agreements upon
timely tender of the agreed forms.

c. The School Board shall be responsible to design and construct the water
and sewer facilities needed to properly accommodate water and wastewater flows from
Woodgrove High School and Mountain View Elementary School in accordance with all
regulatory requirements.

d. The School Board will pay all applicable availability fees assessed by the
Town for connection of the Woodgrove High School facilities and Mountain View
Elementary School to the Town public water and sewer service. Such fees will be
calculated by the Town from the information submitted by the County and School Board
on the Town Business Utility Forms and in the agreed Water and Sewer Agreements.
The availability fees to be paid by the School Board, based upon the information
provided by the School Board to the Town prior to execution of this Agreement, are as
follows if paid by June 30, 2009:

• Water service for Woodgrove High School, which includes the cost of
  water meters - $387,779;
- Water service for Woodgrove High School Stadium and Concessions, which includes the cost of water meters - $129,334;
- Water service for Mountain View Elementary School, which includes the cost of the water meter - $208,045;
- Sewer service for Woodgrove High School - $324,000;
- Sewer service for Woodgrove High School Stadium and Concessions - $108,000; and
- Sewer service for Mountain View Elementary School - $172,800.

The Town acknowledges that the County's and School Board's costs for utility service are limited to the following: (i) the availability fees stated above, if paid by June 30, 2009; (ii) the costs for construction of all water and sewer lines, conveyance systems, and appurtenances necessary to extend water and sewer service to the Woodgrove High School facilities and to Mountain View Elementary School from the most economical and practical connection point(s) into the Town public water and sewer system; and (iii) ongoing service charges for water and sewer usage in accordance with the Town's then-established rates.

e. The Town agrees that the County and School Board may connect Fields Farm to the existing Town sewer line on East Richardson Lane and that the offsite improvements necessary to connect into a manhole along East Richardson Lane are limited to construction of a sewer line and conveyance systems from Fields Farm to the manhole. The Town will undertake all reasonable efforts to accommodate connection of Fields Farm to the Town public sewer system at Manhole #CM5-C8. The County and School Board will undertake all reasonable efforts to acquire all necessary offsite easements for connection of Fields Farm at Manhole #CM5-C8. All costs to extend and connect the sewer lines and appurtenances to Manhole #CM5-C8 shall be paid by the
County and School Board. In the event that the County and School Board are unable to acquire the easements necessary to connect to Manhole #CM5-C8 through reasonable efforts, the Town shall take all necessary steps as utility provider to establish necessary easements or, alternatively and in its discretion, provide another economical and practicable connection point for Fields Farm to the existing Town sewer line on East Richardson Lane, with all costs to extend and connect the sewer lines and appurtenances to that alternate connection point to be borne by the County and School Board.

f. The parties also acknowledge that there is an existing Town water line on Fields Farm and agree that the County and School Board will not be required to acquire any offsite easements or construct any offsite improvements to connect to the existing Town water service, with the limited exception of those that may be required should the County or School Board elect to connect into an off-site Town water line.

g. The Town agrees that it will not take any action that would cause water and sewer service to Mountain View Elementary School to be interrupted during the transition from on-site services to Town public water and sewer service, except for such limited period of time as may be necessary to physically transfer service from one system to the other.

3. Plan Amendment. The Town and the County promptly will move forward with a Comprehensive Plan Amendment to PUGAMP to make the remaining portions of Fields Farm eligible for Phase I annexation into the Town substantially in the manner set forth on Exhibit B (the "CPAM/CPA").

   a. The Town and County acknowledge that the Joint Policies Review Committee for PUGAMP (the "Committee") has recommended the CPAM/CPA to
designate the remaining portions of Fields Farm as part of the Phase 1 area established by PUGAMP as appropriate for annexation and that no further action by the Committee is necessary under the provisions of PUGAMP and the Annexation Agreement prior to the Town and County acting upon the CPAM/CPA.

b. Both the Town and the County have initiated hearings on the CPAM/CPA and will vote promptly upon the CPAM/CPA. The Town agrees to take final action on the CPAM/CPA by December 16, 2008. The County agrees to take final action on the CPAM/CPA by December 18, 2008. The dates set forth in this Paragraph 3(b) can be extended only by mutual agreement of the parties for good cause, but not for purposes solely of delay.

c. The Town and County acknowledge that approval of the CPAM/CPA is a legislative act; however, the Town and County commit to take all reasonable efforts to approve the CPAM/CPA and make a moral commitment to approving the CPAM/CPA in accordance with the schedule set forth in Paragraph 3(b).

d. If either the Town or the County fails to approve the CPAM/CPA within the time limits stated in Paragraph 3(b), or such extension period for approval as mutually agreed upon by the parties to this Agreement, this Agreement shall be null and void and the parties will have no further obligations hereunder.

4. Annexation. It is the Town's intention to support the County and School Board's annexation application for Fields Farm, however, the parties acknowledge that annexation is a discretionary legislative action. Following approval of the CPAM/CPA by the Town and County, the parties agree to take all reasonable efforts and the Town makes a moral commitment
to annex Fields Farm into the Town by June 30, 2009, or by any extension of that date pursuant
to this Agreement.

a. The County and the School Board have requested that the Town annex
Fields Farm, and the Town acknowledges that the County and School Board have
complied, as of the date of this Agreement, with all the submission requirements of the
annexation application process except as follows:

(i) submission to the Town of a metes and bounds description of the
portion(s) of Fields Farm to be annexed by the Town, which the County and/or
School Board shall submit to the Town on or before February 1, 2009;

(ii) the Water and Sewer Agreements described in Paragraph 2(b);

(iii) the Site Plan Utility Revisions described in Paragraph 4(b); and

(iv) all information required to be submitted to allow action by the
Town to annex the Southern Portion as set forth in Paragraph 4(c).

b. No later than February 1, 2009, the School Board will submit to the
County a proposed revision to Site Plan STPL-2006-0081 containing only those revisions
necessary to change utility service for Woodgrove High School from on-site utilities to
Town public water and sewer service and a revision to Site Plan STPL-2001-0113
containing only those revisions necessary to change utility service for Mountain View
Elementary School from on-site utilities to Town public water and sewer service
(collectively the "Site Plan Utility Revisions"). The Site Plan Utility Revision shall be
limited to the minimum design, plans and specifications required to utilize Town public
water and sewer service at Woodgrove High School and Mountain View Elementary
School and shall show the method of connecting the existing wells and water treatment
facilities into the Town public water system. The Site Plan Utility Revisions will also be provided to the Town at the same time they are provided to the County for review and the Town will provide any comments to the County and School Board within 20 days of receiving the copy. The County agrees to expedite its first submission review on the Site Plan Utility Revisions and to respond to the School Board within 30 days. If further submissions of the Site Plan Utility Revisions are necessary, the School Board, Town and County agree to expedite the submission and review process. The parties contemplate the results of the County's review to be approved, conditional site plans.

c. The County will be responsible for delivering all documents necessary to allow the Town to annex the Southern Portion before or simultaneously with the Town's annexation of the 184 acre portion of Fields Farm containing Woodgrove High School and Mountain View Elementary School. The County acknowledges that the annexation of the Southern Portion requires a separate Water and Sewer Agreement.

d. The Town agrees that it will not require any terms or contributions as a condition of annexation that are different from, or in addition to, the provisions set forth in this Agreement and the Water and Sewer Agreements described herein.

e. The Town and County agree to cooperate in promptly reviewing any plans, agreements, comments or other documents submitted to the Town or County by the School Board, County or Town relating to the annexation of all or a portion of Fields Farm.

f. Upon its annexation, Fields Farm shall be zoned "Transition X" as provided in the Town of Purcellville Zoning Ordinance.
g. The parties acknowledge that the dates set forth in this Agreement are necessary to ensure that the Town can take action on the School Board's and County's request that the annexation of Fields Farm be completed by June 30, 2009 and to ensure that Town action is coordinated with other commitments contained in this Agreement.

(i) If the County or School Board fails to make any required submission by the date stated herein, to complete any of its obligations hereunder in a timely manner, or to meet any of the deadlines contained in this Agreement, then all dates set forth in this Agreement shall automatically be extended by an additional number of days equal to the period of the County's delay or School Board's delay, whichever period is longer.

(ii) If the County or School Board fails in one or more of its obligations under this Agreement or misses one or more of the deadlines stated in this Agreement such that it becomes impracticable for the Town, acting with reasonable and timely diligence, to annex the portion of Fields Farm containing Woodgrove High School and Mountain View Elementary School by June 30, 2009, the period for annexation shall be extended to December 31, 2009 and the Town shall not be considered to be in default under Paragraph 11 of this Agreement. The deadline for annexation of Fields Farm by the Town shall continue to be extended by additional 6 month increments for so long as the County or School Board misses one or more of the deadlines stated herein such that it becomes impracticable for the Town, acting with reasonable and timely diligence, to annex Fields Farm on or before the next June 30 or December 31
annexation date, as provided for by the Annexation Agreement, immediately
following the delay.

(iii) The parties also may extend any deadline in this Agreement,
including the time period for annexation of Fields Farm, in whole or in part, by
mutual written agreement.

5. Dedication of Existing Facilities and Future Sites. The County and School
Board agree to provide access to and to dedicate to the Town the existing wells and water
treatment facilities as well as additional undeveloped sites on Fields Farm to be used by the
Town for wells, water treatment facilities and a water storage tower or tanks, as set forth below.

a. Upon approval of the CPAM/CPA as provided in paragraph 3, the County
and School Board will provide the Town with reasonable access to Fields Farm and the
existing utility facilities thereon and all technical information, plans, and operational
documents for the existing utility facilities. The County and School Board will cooperate
with any studies necessary to secure regulatory approval for these resources to be added
to the Town's public water and/or sewer systems.

b. Within 60 days after the Town's written request, the County and the
School Board shall make available the existing well and water treatment facilities
currently servicing Mountain View Elementary School to the Town to assist the Town
with having adequate water capacity to service Mountain View Elementary School and
Woodgrove High School in addition to its existing water service customers. The County
and School Board will also make available the existing well drilled by the School Board
for Woodgrove High School within 60 days after the Town's written request. The
County and School Board shall cooperate in facilitating the ultimate dedication of these
facilities to the Town and shall consent to, or unite in, necessary permit applications and action necessary to facilitate the incorporation of all existing wells and water treatment facilities into the Town public water system. If the annexation of Fields Farm occurs under the terms of this Agreement, the School Board and County shall, upon annexation, dedicate all wells and water treatment facilities to the Town. In the event the Property is not annexed as a result of a default by the Town as provided in paragraph 11, then the County shall have no obligation to dedicate the wells and water treatment facilities to the Town, the Town shall cease all then-pending permit applications for incorporation of those facilities into the Town water system, and the Town shall cooperate with the School Board to re-establish the School Board's operating permit(s) for the facilities.

c. The parties agree that the location of utility lines and access to and from the dedicated sites shall be at mutually agreeable and reasonable configurations such that they do not interfere with the use and operation of Mountain View Elementary School or the Woodgrove High School facilities. The County and the School Board will have no obligation to fund any municipal upgrade improvements to the existing wells or water treatment facilities to be ultimately dedicated to the Town, except that the County and School Board shall retain all responsibility for maintenance and upkeep of the facilities until such time as Woodgrove High School and/or Mountain View Elementary School are serviced by the Town.

d. Anytime after the completion of the annexation process by the Town, the County and School Board will dedicate to the Town additional sites on Fields Farm to be used for wells, water treatment facilities and water storage tower or tanks. Such sites shall include, but not be limited to, a five-acre site sufficient to construct a new water
treatment facility. The County and School Board shall approve such dedications within 30 days of the Town's request for the dedication and the parties shall cooperate to complete the dedication process within a reasonable time following the County and School Board's approval. The parties agree that the dedicated sites shall be at mutually agreeable, reasonable locations and sizes that do not interfere with the construction, use, and operation of the Woodgrove High School facilities as shown on Site Plan No. STPL-2006-0081 (as may be amended by the Site Plan Utility Revisions) and existing Mountain View Elementary School facilities as shown on Site Plan No. STPL-2001-0113 (as may be amended by the Site Plan Utility Revisions).

e. Dedications will be made at no cost to the Town, except that the Town shall be responsible for the costs of preparing and pursuing any surveys, subdivision plats, other instruments or applications necessary to identify and create easements, lease areas or lots for dedication for future water facilities and resources. The County and the School Board will have no obligation to construct facilities on the sites dedicated to the Town.

f. Dedications made to the Town under this Agreement shall be made by simple conveyance unless doing so is made impracticable by the Town or County Subdivision or Zoning Ordinances, in which case such dedications shall be by leasehold, easement or other reasonable and practicable method sufficient to satisfy the regulatory requirements of the Virginia Department of Health, Virginia Department of Environmental Quality or similar regulatory agency.
6. **County Contributions for Town Transportation Improvements.** The County agrees to contribute funds to the Town to be used by the Town, in its discretion, solely for transportation projects as follows:

   a. The County will pay $1.78 million to the Town within 30 days of approval of the CPAM/CPA by the Town.

   b. The County will pay $2.0 million to the Town within 30 days of the Town’s annexation of the portion of Fields Farm containing Mountain View Elementary School and the Woodgrove High School site, provided that Fields Farm has been annexed into the Town in accordance with this Agreement.

   c. The County will pay $2.0 million to the Town within 30 days of the issuance of a certificate of occupancy authorizing Woodgrove High School to be opened for use by students, provided that Fields Farm has been annexed into the Town in accordance with this Agreement.

7. **Construction of Road Improvements.** The Town Zoning Administrator shall determine whether commission permits are necessary for the construction of the transportation improvements within the Town, as stated in the WHS SPEX Conditions of Approval. If the Town Zoning Administrator determines commission permits are required, the School Board promptly shall file with the Town any commission permit applications required to obtain commission permits from the Town. The Town promptly will process and act upon such commission permit applications for the transportation improvements. Upon issuance of any needed commission permits by the Town, or if no such permits are needed upon receipt of the Town Zoning Administrator’s determination of such, the School Board will construct the transportation improvements in a timely manner. The opening and occupancy of Woodgrove
High School, however, shall not be dependent upon or delayed by whether or when the Town acts upon the commission permit applications or the construction of the improvements. The Town shall not be responsible or liable for any safety or public health issues in connection with a delay in construction of these transportation improvements.

8. **Other New Schools in PUGAMP.** The Town and the County will take all action necessary to amend PUGAMP to remove the proposed middle school location shown in Figure 10 of PUGAMP from the UGA. The County and the School Board agree that they will not permit, approve or construct another middle school or high school in the UGA, other than Woodgrove High School, unless the PUGAMP is jointly amended by the Town and the County. The parties acknowledge that the Woodgrove High School attendance boundary was adopted in April 2007. The School Board recognizes that Loudoun Valley High School is the Town's preferred designated high school for all students residing within the Town's corporate limits and reaffirms the School Board's intent to open Woodgrove High School with the attendance boundary established in April 2007.

9. **Future Cooperation on Transportation.** The Town and County pledge their cooperative efforts to continue to study transportation needs within the Town and the PUGAMP area, building upon the 2002 Virginia Department of Transportation study conducted for this area. The Town and County further pledge cooperation to identify priority improvements and funding sources for those improvements.

10. **Vested Rights.** In the event that the Town approves the annexation of Fields Farm, it agrees that the County and School Board have a vested right to construct and operate Woodgrove High School as shown on Site Plan No. STPL-2006-0081 (as may be amended by the Site Plan Utility Revisions) and to occupy and operate Mountain View Elementary School as
shown on Site Plan No. STPL-2001-0113 (as may be amended by the Site Plan Utility Revisions). The Town's acknowledgement of these vested rights is in no way an acknowledgement that the County or the School Board can operate on-site water or sewer systems at Fields Farm upon annexation by the Town. The Town will provide a binding determination to the County and School Board acknowledging these vested rights under Va. Code § 15.2-2307 upon annexation of Fields Farm. The Town agrees that no commission permit review under Va. Code § 15.2-2232, except for the commission permits referred to in Paragraph 7 of this Agreement, or other land use approvals will be required from the Town for Woodgrove High School to be constructed and operated in conformance with this Agreement after Fields Farm is annexed. The Town further agrees it will not require the County or School Board to obtain a Town Commission Permit for the existing Mountain View Elementary School.

11. **Default.** If the Town fails to annex the portion of Fields Farm containing Mountain View Elementary School and the Woodgrove High School site by June 30, 2009, or any extension of that date as provided for by Paragraph 4(g) of this Agreement, the Town agrees that the County and School Board, may: (i) construct, occupy and operate Woodgrove High School at Fields Farm utilizing on-site water and wastewater facilities as shown on site plans STPL-2006-0081, STPL-2007-0039 and STPL-2007-0048; and (ii) continue to operate Mountain View Elementary School using the existing on-site water and sewer facilities. This remedy shall not be available to the School Board or the County for any other breach of this Agreement by the Town. Such a default by the Town shall not relieve the County and School Board of their obligations under Paragraphs 7, 8 and 9 of this Agreement.

12. **Dismissal of Litigation.** The Town, County and School Board will dismiss the Litigation upon the terms and conditions set forth below.
a. The Town shall not hereafter institute any action or proceeding in any Court or with any regulatory agency or authority that is intended to or has the effect of delaying or interfering with the construction and operation of either Woodgrove High School or Mountain View Elementary School if such action or proceeding relates to or arises out of any facts in existence and known as of the date hereof. Nothing in this paragraph, however, shall prevent any party from bringing litigation to enforce the terms of this Agreement, including but not limited to the remedy of specific performance of any party’s obligation under this Agreement.

b. Upon approval by the Town and County of the CPAM/CPA, the parties will promptly thereafter submit orders dismissing the Litigation, with prejudice.

c. Upon approval by the Town and County of the CPAM/CPA, the parties agree that construction of Woodgrove High School can begin.

13. Binding Agreement. The parties have acknowledged that approval of the CPAM/CPA by the Town and County, annexation of the Fields Farm by the Town, and approval of commission permits referenced in Paragraph 7 are discretionary legislative acts and the respective governing bodies cannot legally bind themselves in the exercise of legislative discretion. Nonetheless, it is the intention of the Town and County to approve the CPAM/CPA, the commission permits, and the annexation of Fields Farm as stated in this Agreement, and each body agrees to use all reasonable efforts, and makes a moral commitment, to cause the legislative act to occur. With respect to all other terms and conditions of this Agreement, the parties are legally bound and those terms and conditions may be specifically enforced by an action in the Circuit Court of Loudoun County.
14. **Non-waiver.** By agreeing to the matters set forth in this Agreement, neither the Town nor the County waive any and all rights to enforce the terms and conditions of PUGAMP, the Annexation Agreement, or their respective planning, zoning and land use ordinances and regulations as to future facilities to be constructed in the UGA.

15. **Authority.** Each of the parties has taken action authorizing it to be bound to the terms of this Agreement. Each of the persons executing this Agreement on behalf of his/her respective party warrants that he/she is authorized to do so on behalf of that party.

16. **Multiple Counterparts.** This Agreement shall be completed and accepted upon the signature of all parties and may be executed simultaneously in three or more counterparts, each of which shall be deemed an original and each of which, compiled together, shall constitute one instrument such that each party can retain one fully executed original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their authorized representatives, as follows:

*Signatures follow on next three pages.*

*Remainder of this page intentionally left blank.*
TOWN OF PURCELLVILLE, VIRGINIA

By:                      Name:     Robert W. Lazenby
                          Title:     Mayor

COMMONWEALTH OF VIRGINIA
County    OF Loudoun

Subscribed, sworn to and acknowledged before me, a Notary Public, this 22nd day of
December, 2008, by Robert W. Lazenby, Mayor
on behalf of the Town of Purcellville, Virginia.

My Commission Expires: 11/30/09
Notary No.: 300109

[Signature]
BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA

By: [Signature]
Name: SCOTT K. YORK
Title: CHAIRMAN

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN

Subscribed, sworn to and acknowledged before me, a Notary Public, this 19th day of DECEMBER, 2008, by SCOTT K. YORK, CHAIRMAN, on behalf of the Board of Supervisors of Loudoun County, Virginia.

My Commission Expires: 4/30/2012
Notary No.: 152833

SUSAN K. MALKIN
Notary Public
Commonwealth of Virginia
Notary Public
Commonwealth of Virginia
My Commission Expires Apr 30, 2012

Town-County Settlement Agreement • December 2008
Page 21 of 22
COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN

Subscribed, sworn to and acknowledged before me, a Notary Public, this 19th day of
DECEMBER, 2008, by ROBERT F. DUFOEE, JR., CHAIRMAN,
on behalf of the School Board of Loudoun County, Virginia.

My Commission Expires: 4/30/2012
Notary No.: 152835

SUSAN K. MILBOURNE
Notary Public
Commonwealth of Virginia
102598
My Commission Expires Apr 30, 2012
Exhibit A: Water and Sewer Agreements
Mountain View Elementary School
Woodgrove High School
Woodgrove High School Stadium and Concessions
MOUNTAIN VIEW ELEMENTARY SCHOOL
WATER AND SEWER AGREEMENT

THIS WATER AND SEWER AGREEMENT (hereinafter referred to as the “Agreement”) is hereby entered into this day of , 2008 by and between LOUDOUN COUNTY SCHOOL BOARD, a body politic (hereinafter referred to as the “School Board”), the TOWN COUNCIL OF PURCELLVILLE, VIRGINIA, a body politic and corporate (hereinafter referred to as the “Town”) and the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, a body politic and corporate (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, the School is the Lessee of land situated along Aller School Road located in Loudoun County, (hereinafter referred to as the “Property”). The County is the owner/lessor of the Property; and

WHEREAS, the School Board has constructed Mountain View Elementary School (hereinafter referred to as the “Elementary School”) on the Property; and

WHEREAS, the Property is located within the Urban Growth Area (UGA) established in the 1995 Purcellville Urban Growth Area Management Plan (PUGAMP) and the UGA Joint Policies Review Committee has determined that the Property is eligible for inclusion in the Phase 1 annexation area; and

WHEREAS, the County and the Town have each approved PUGAMP amendments to bring the Property into the Phase 1 area, thereby making the Property eligible for annexation; and

WHEREAS, the parties recognize the Town as the preferred provider of utility services within the UGA; and

WHEREAS, the School Board hereby requests the Town to provide water and sewer service to the Property; and

WHEREAS, the Annexation Agreement of November 16, 1994 between the Town and County requires that properties annexed into the Town shall be served by Town water and sewer, and Town water and sewer cannot be provided without annexation of the subject property into the Town; and

WHEREAS, the County and the School Board have submitted an annexation application to the Town to annex the Property into the corporate limits of the Town.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:
1. The School Board shall pay the costs for the design and construction of all water and sewer lines, conveyance systems, and appurtenances necessary to extend water and sewer service to the Elementary School. All service lines for the provision of water and sewer services to the Property shall be extended to the Property from the existing Town water main located on the Property, or near the Property, and sanitary sewer manhole #CM5-C8, or another suitable manhole located in East Richardson Lane, at the expense of the School Board. Any required hydrant, conveyance system, appurtenance, on-site grinder and/or booster pumps shall also be installed at School Board expense.

2. The improvements to be constructed by the School Board on the Property shall include the following:
   (a) a new water main “loop” running from the Town’s existing water main on the northwest corner of the Property through the Property to the Town’s existing water main on East Richardson Lane or, if impracticable, to an alternative economical and practicable connection point into the Town public water system
   (b) finished water laterals from the “loop” to serve Woodgrove High School, Mountain View Elementary School, the High School stadium facilities, and any facilities to be constructed on the Southern Portion of the Property as becomes necessary to provide water and sewer service to each facility;
   (c) a raw water line from the existing well drilled for Woodgrove High School to the existing water treatment facility;
   (d) a finished water line from the existing water treatment facility sufficient to convey combined maximum yield of the existing wells on the Property to the uses on the Property and the “loop”;
   (e) conduit for control and power wires from the existing wells to the existing water treatment facility

3. All such service lines and appurtenances which shall be connected to existing Town water and sewer infrastructure shall be constructed and installed and inspected for approval according to Town standards.

4. All on-site water and sewer lines, grinder pumps, pump stations and related appurtenances on County property shall be placed within access easements conveyed to the Town in a form customarily used by the Town and approved by the parties. The easements shall be conveyed free and clear of any and all liens and encumbrances at no cost to the Town.

5. Except as herein provided, all infrastructure on the Property shall be owned and maintained by the School Board. The Town shall own the new central water distribution main on the Property required to provide service to the Elementary School up to the meter. All on-site water and sewer lines, grinder pumps, pump stations and related appurtenances referenced in paragraph number one (1) and required to serve the Elementary School shall be owned and maintained by the School Board. Access easements shall be provide, at the School Board’s expense, to the Town to allow
emergency response and to provide maintenance should the County or School Board fail to respond.

6. The School Board and the County shall provide access to and dedicate to the Town the existing wells and water treatment facilities as well as additional undeveloped sites on the Property to be used by the Town for wells, water treatment facilities and water storage tower or tanks pursuant to the Settlement Agreement between the parties dated December __, 2008. Such dedications shall be at no cost to the Town.

7. The School Board shall pay Availability and Meter Fees at the time of purchase, which shall follow the effective date of the annexation of the Property and the Town’s approval of the County’s sewer and water availability request. The School Board shall pay the following Availability and Meter Fees for the Elementary School, so long as the Availability and Meter fees are paid prior to July 1, 2009.

(a) for water service to the Elementary School - $206,032;
(b) for meter cost - $2,013; and
(c) for sewer service to the Elementary School - $172,800.

In the event that the purchases occur on or after July 1, 2009, the School Board shall pay the then-prevailing Availability and Meter Fees.

8. The School Board will not be required to post a public works construction completion bond. The School Board will require any contractor constructing the facilities contemplated by this Agreement to post a performance and completion bond with the School Board which shall name the Town of Purcellville as an additional beneficiary of said bond or, in the alternative, to enter into a Public Utilities Construction Performance Agreement with the Town and the School Board.

9. The School Board will not be required to post a bond relating to reservation of capacity for the Property; however the School Board must purchase the capacity availability and meters within one-year of the date of adoption of the annexation ordinance. For purposes of this paragraph, the School Board may obtain upon request a one-year extension of said deadline. If the purchase occurs after the one-year period, the School Board will post a payment bond for the availability fee and meter cost.

10. The Town shall provide, at the usual and customary Town consumption charges, a maximum of 5,500 gallons of water and sewer usage per day calculated, on an annual average, to the Property. If the average daily gallon per day water and sewer use for any billing period exceeds 90%, or 4,950 gpd use, then the following provisions shall apply:
• The School Board will immediately present a plan to the Town at the next Infrastructure Committee meeting demonstrating the measures it will take to insure that the 5,500 gpd maximum is not exceeded.

• If the average daily gallon per day water and sewer use for any given billing period is in excess of 5,500 gpd, the School Board agrees to take the following steps immediately:
  - The School Board shall pay 200% of the in-town water and sewer rate for each gallon in excess of 5,500 gpd;
  - The School Board shall measure and curtail its daily water and sewer use to below 5,500 gpd and present its plan and findings to the Infrastructure Committee at its next meeting;
  - The School Board shall cap its activities to a level that will result in a reduction in water and sewer use to below 5,500 gpd; and
  - The School Board and the Town shall amend this Agreement.

This Agreement shall take effect upon annexation of the Property and shall be binding upon governmental successors and assigns of the parties hereto. This Agreement may not be assigned to a non-governmental entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the Town by the Town Manager and on behalf of the School Board.

TOWN OF PURCELLVILLE, VIRGINIA

By: ____________________________
Robert W. Lazaro, Jr. Mayor

Maureen Gilmore, Town Attorney

COMMONWEALTH OF VIRGINIA:
COUNTY OF LOUDOUN, to-wit:

Acknowledge before me, a Notary Public, this day of , 2008 by Robert Lazaro, Mayor of Purcellville.

Notary Public
Registration No.________________

My Commission Expires:____________

[ADDITIONAL SIGNATURES FOLLOW ON NEXT TWO PAGES]
LOUDOUN COUNTY SCHOOL BOARD

By: ________________________________________
    Robert F. DuPree, Jr., Chairman

Approved as to form:

E. William Chapman, Division Counsel

COMMONWEALTH OF VIRGINIA:
COUNTY OF LOUDOUN, to-wit:

Acknowledge before me, a Notary Public, this ____ day of ____ , 2008 by Robert F.
DuPree, Jr., Chairman.

_____________________________________
Notary Public
Registration No.

My Commission Expires: __________
BOARD OF SUPERVISORS OF LOUDOUN COUNTY

By: ____________________________
    Scott York, Chairman

Approved as to form:

Jack Roberts, County Attorney

COMMONWEALTH OF VIRGINIA:
COUNTY OF LOUDOUN, to-wit:

Acknowledge before me, a Notary Public, this ___ day of __________, 2008 by Scott York,
Chairman.

My Commission Expires: ____________

Notary Public
Registration No. ____________________
WOODGROVE HIGH SCHOOL
WATER AND SEWER AGREEMENT

THIS WATER AND SEWER AGREEMENT (hereinafter referred to as the "Agreement") is hereby entered into this ___ day of December, 2008 by and between LOUDOUN COUNTY SCHOOL BOARD, a body politic (hereinafter referred to as the "School Board"), the TOWN COUNCIL OF PURCELLVILLE, VIRGINIA, a body politic and corporate (hereinafter referred to as the "Town") and the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, a body politic and corporate (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the School is the future Lessee of 114 acres of land situated along Allder School Road located in Loudoun County (hereinafter referred to as the "Property"). The County is the owner/future lessor of the Property; and

WHEREAS, the School Board has funds to design and construct a high school (hereinafter referred to as the "High School") on the Property; and

WHEREAS, the Property is located within the Urban Growth Area (UGA) established in the 1995 Purcellville Urban Growth Area Management Plan (PUGAMP) and the UGA Joint Policies Review Committee has determined that the Property is eligible for inclusion in the Phase 1 annexation area; and

WHEREAS, the County and the Town have each approved PUGAMP amendments to bring the Property into the Phase 1 area, thereby making the Property eligible for annexation; and

WHEREAS, the parties recognize the Town as the preferred provider of utility services within the UGA; and

WHEREAS, the School Board hereby requests the Town to provide water and sewer service for the High School; and

WHEREAS, the Annexation Agreement of November 16, 1994 between the Town and County requires that properties annexed into the Town shall be served by Town water and sewer, and Town water and sewer cannot be provided without annexation of the Property into the Town; and

WHEREAS, the County and the School Board have submitted an annexation application to the Town to annex the Property into the corporate limits of the Town.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:
1. The School Board shall pay the costs for the design and construction of all water and sewer lines, conveyance systems, and appurtenances necessary to extend water and sewer service to Property. All service lines for the provision of water and sewer services to the Property shall be extended to the Property from the existing Town water main located on the Property, or near the Property, and sanitary sewer manhole #CM5-C8, or another suitable manhole located in East Richardson Lane, at the expense of the School Board. Any required hydrant, conveyance system, appurtenance, on-site grinder and/or booster pumps shall also be installed at School Board expense.

2. The improvements to be constructed by the School Board on the Property shall include the following:

(a) a new water main “loop” running from the Town’s existing water main on the northwest corner of the Property through the Property to the Town’s existing water main on East Richardson Lane or, if impracticable, to an alternative economical and practicable connection point into the Town public water system

(b) finished water laterals from the “loop” to serve Woodgrove High School, Mountain View Elementary School, the High School stadium facilities, and any facilities to be constructed on the Southern Portion of the Property as becomes necessary to provide water and sewer service to each facility;

(c) a new water line from the existing well drilled for Woodgrove High School to the existing water treatment facility;

(d) a finished water line from the existing water treatment facility sufficient to convey combined maximum yield of the existing wells on the Property to the uses on the Property and the “loop,” and

(e) conduit for control and power wires from the existing wells to the existing water treatment facility.

3. All such service lines and appurtenances which shall be connected to existing Town water and sewer infrastructure shall be constructed and installed and inspected for approval according to Town standards.

4. All on-site water and sewer lines, grinder pumps, pump stations and related appurtenances on County property shall be placed within access easements conveyed to the Town in a form customarily used by the Town and approved by the parties. The easements shall be conveyed free and clear of any and all liens and encumbrances at no cost to the Town.

5. Except as herein provided, all infrastructure on the Property shall be owned and maintained by the School Board. The Town shall own the new central water distribution main on the Property required to provide service to the High School up to the meter. All on-site water and sewer lines, grinder pumps, pump stations and related appurtenances referenced in paragraph number one (1) and required to serve the High School shall be owned and maintained by the School Board. Access easements shall be provided, at the School Board’s expense, to the Town to allow emergency response and to provide maintenance should the County or School Board fail to respond.
6. The School Board and the County shall provide access to and dedicate to the Town the existing wells and water treatment facilities as well as additional undeveloped sites on the Property to be used by the Town for wells, water treatment facilities and water storage tower or tanks. Such dedications shall be at no cost to the Town.

7. The School Board shall pay Availability and Meter Fees at the time of purchase, which shall follow the effective date of the annexation of the Property and the Town’s approval of the County’s sewer and water availability request. The School Board shall pay the following Availability and Meter Fees for the High School, so long as the Availability and Meter Fees are paid prior to July 1, 2009:

(a) for water service to the High School - $386,310;
(b) for meter cost - $1,469; and
(c) for sewer service to the High School - $324,000.

In the event that the purchases occur on or after July 1, 2009, the School Board shall pay the then-prevailing Availability and Meter Fees.

8. The School Board will not be required to post a public works construction completion bond. The School Board will require any contractor constructing the facilities contemplated by this Agreement to post a performance and completion bond with the School Board which shall name the Town of Purcellville as an additional beneficiary of said bond or, in the alternative, to enter into a Public Utilities Construction Performance Agreement with the Town and the School Board.

9. The School Board will not be required to post a bond relating to reservation of capacity for the Property; however the School Board must purchase the capacity availability and meters within one-year of the date of adoption of the annexation ordinance. For purposes of this paragraph, the School Board may obtain upon request a one-year extension of said deadline. If the purchase occurs after the one-year period, the School Board will post a payment bond for the availability fee and meter cost.

10. The Town shall provide, at the usual and customary Town consumption charges, a maximum of 9,500 gallons of water and sewer usage per day calculated, on an annual average, to the Property. If the average daily gallon per day water and sewer use for any billing period exceeds 90%, or 8,550 gpd use, then the following provisions shall apply:

- The School Board will immediately present a plan to the Town at the next Infrastructure Committee meeting demonstrating the measures it will take to insure that the 9,500 gpd maximum is not exceeded.
• If the average daily gallon per day water and sewer use for any given billing period is in excess of 9,500 gpd, the School Board agrees to take the following steps immediately:

  o The School Board shall pay 200% of the in-town water and sewer rate for each gallon in excess of 9,500 gpd;

  o The School Board shall measure and curtail its daily water and sewer use to below 9,500 gpd and present its plan and findings to the Infrastructure Committee at its next meeting;

  o The School Board shall cap its activities to a level that will result in a reduction in water and sewer use to below 9,500 gpd; and

  o The School Board and the Town shall amend this Agreement.

This Agreement shall take effect after annexation of the Property and shall be binding upon governmental successors and assigns of the parties hereto. This Agreement may not be assigned to a non-governmental entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the Town by the Town Manager and on behalf of the School Board.

[SIGNATURES TO FOLLOW ON NEXT THREE PAGES]
TOWN COUNCIL OF PURCELLVILLE
VIRGINIA

By: Robert W. Lazaro, Jr., Mayor

Approved as to form:

Maureen Gilmore, Town Attorney

COMMONWEALTH OF VIRGINIA:
COUNTY OF LOUDOUN; to-wit:

Acknowledge before me, a Notary Public, this ___ day of ______ 2008 by Robert W.
Lazaro, Jr., Mayor of Purcellville.

Notary Public
Registration No.

My Commission Expires: _________
LOUDOUN COUNTY SCHOOL BOARD

By: ___________________________ Robert F. DuPree, Jr., Chairman

E. William Chapman, Division Counsel

COMMONWEALTH OF VIRGINIA:
COUNTY OF LOUDOUN, to-wit:

Acknowledge before me, a Notary Public, this ___ day of ____, 2008 by Robert F.
DuPree, Jr., Chairman.

My Commission Expires: __________

Notary Public:
Registration No.: ____________________
BOARD OF SUPERVISORS OF LOUDOUN COUNTY

By: ____________________________
    Scott York, Chairman

Approved as to form:

______________________________
Jack Roberts, County Attorney

COMMONWEALTH OF VIRGINIA;
COUNTY OF LOUDOUN, to-wit:

Acknowledge before me, a Notary Public, this _____ day of _____, 2008 by Scott York,
Chairman.

My Commission Expires: ___________

______________________________
Notary Public
Registration No.

#3318620 v1  032097 00003
WOODGROVE HIGH SCHOOL STADIUM AND CONCESSIONS
WATER AND SEWER AGREEMENT

THIS WATER AND SEWER AGREEMENT (hereinafter referred to as the “Agreement”) is hereby entered into this _____ day of December, 2008 by and between LOUDOUN COUNTY SCHOOL BOARD, a body politic (hereinafter referred to as the “School Board”), the TOWN COUNCIL OF PURCELLVILLE, VIRGINIA, a body politic and corporate (hereinafter referred to as the “Town”) and the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, a body politic and corporate (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, the School is the Future Lessee of 114 acres of land situated along Allard School Road located in Loudoun County (hereinafter referred to as the “Property”). The County is the owner/future lessor of the Property; and

WHEREAS, the School Board has funds to design and construct a high school football stadium, field house and concessions facility (hereinafter referred to as the “High School Stadium”) on the Property; and

WHEREAS, the Property is located within the Urban Growth Area (UGA) established in the 1995 Purcellville Urban Growth Area Management Plan (PUGAMP) and the UGA Joint Policies Review Committee has determined that the Property is eligible for inclusion in the Phase 1 annexation area; and

WHEREAS, the County and the Town have each approved PUGAMP amendments to bring the Property into the Phase 1 area, thereby making the Property eligible for annexation; and

WHEREAS, the parties recognize the Town as the preferred provider of utility services within the UGA; and

WHEREAS, the School Board hereby requests the Town to provide water and sewer service for the High School Stadium; and

WHEREAS, the Annexation Agreement of November 16, 1994 between the Town and County requires that properties annexed into the Town shall be served by Town water and sewer, and Town water and sewer cannot be provided without annexation of the Property into the Town; and

WHEREAS, the County and the School Board have submitted an annexation application to the Town to annex the Property into the corporate limits of the Town.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:
1. The School Board shall pay the costs for the design and construction of all water and sewer lines, conveyance systems, and appurtenances necessary to extend water and sewer service to the Property. All service lines for the provision of water and sewer services to the Property shall be extended to the Property from the existing Town water main located on the Property or near the Property, and sanitary sewer manhole #CM5-C8, or another suitable manhole located in East Richardson Lane, at the expense of the School Board. Any required hydrant, conveyance system, appurtenance, on-site grinder and/or booster pumps shall also be installed at School Board expense.

2. The improvements to be constructed by the School Board on the Property shall include the following:
   (a) a new water main "loop" running from the Town's existing water main on the northwest corner of the Property through the Property to the Town's existing water main on East Richardson Lane or, if impractical, to an alternative economical and practicable connection point into the Town public water system
   (b) finished water laterals from the "loop" to serve Woodgrove High School, Mountain View Elementary School, the High School Stadium, and any facilities to be constructed on the Southern Portion of the Property as becomes necessary to provide water and sewer service to each facility;
   (c) a new water line from the existing well drilled for Woodgrove High School to the existing water treatment facility;
   (d) a finished water line from the existing water treatment facility sufficient to convey combined maximum yield of the existing wells on the Property to the uses on the Property and the "loop";
   (e) conduit for control and power wires from the existing wells to the existing water treatment facility.

3. All such service lines and appurtenances which shall be connected to existing Town water and sewer infrastructure shall be constructed and installed and inspected for approval according to Town standards.

4. All on-site water and sewer lines, grinder pumps, pump stations and related appurtenances on County property shall be placed within access easements conveyed to the Town in a form customarily used by the Town and approved by the parties. The easements shall be conveyed free and clear of any and all liens and encumbrances at no cost to the Town.

5. Except as herein provided, all infrastructure on the Property shall be owned and maintained by the School Board. The Town shall own the new central water distribution main on the Property required to provide service to the High School Stadium up to the meter. All on-site water and sewer lines, grinder pumps, pump stations and related appurtenances referenced in paragraph number one (1) and required to serve the High School Stadium shall be owned and maintained by the County and/or School Board. Access easements shall be provided, at the School Board’s expense, to the Town to allow
emergency response and to provide maintenance should the County or School Board fail to respond.

6. The School Board and the County shall provide access to and dedicate to the Town the existing wells and water treatment facilities as well as additional undeveloped sites on the Property to be used by the Town for wells, water treatment facilities and water storage towers or tanks. Such dedications shall be at no cost to the Town.

7. The School Board shall pay Availability and Meter Fees at the time of purchase, which shall follow the effective date of the annexation of the Property and the Town's approval of the County's sewer and water availability request. The School Board shall pay the following Availability and Meter Fees for the High School Stadium so long as the Availability and Meter Fees are paid prior to July 1, 2009.

(a) for water service to the High School Stadium - $128,770;

(b) for meter cost - $564; and

(b) for sewer service to the High School Stadium- $108,000.

In the event that the purchases occur on or after July 1, 2009, the School Board shall pay the then-prevailing Availability and Meter Fees.

8. The School Board will not be required to post a public works construction completion bond. The School Board will require any contractor constructing the facilities contemplated by this Agreement to post a performance and completion bond with the School Board which shall name the Town of Purcellville as an additional beneficiary of said bond or, in the alternative, to enter into a Public Utilities Construction Performance Agreement with the Town and the School Board.

9. The School Board will not be required to post a bond relating to reservation of capacity for the Property; however, the School Board must purchase the capacity availability and meters within one year of the date of adoption of the annexation ordinance. For purposes of this paragraph, the School Board may obtain upon request a one-year extension of said deadline. If the purchase occurs after the one-year period, the School Board will post a payment bond for the availability fee and meter cost.

10. The Town shall provide, at the usual and customary Town consumption charges, a maximum of 1,250 gallons of water and sewer usage per day calculated on an annual average, to the Property. If the average daily gallon per day water and sewer use for any billing period exceeds 90%, or 1,125 gpd use, then the following provisions shall apply:
The School Board will immediately present a plan to the Town at the next Infrastructure Committee meeting demonstrating the measures it will take to ensure that the 1,250 gpd maximum is not exceeded.

If the average daily gallon per day water and sewer use for any given billing period is in excess of 1,250 gpd, the School Board agrees to take the following steps immediately:

- The School Board shall pay 100% of the in-town water and sewer rate for each gallon in excess of 1,250 gpd;
- The School Board shall measure and curtail its daily water and sewer use to below 1,250 gpd and present its plan and findings to the Infrastructure Committee at its next meeting;
- The School Board shall cap its activities to a level that will result in a reduction in water and sewer use to below 1,250 gpd; and
- The School Board and the Town shall amend this Agreement.

This Agreement shall take effect after execution of the Property and shall be binding upon governmental successors and assigns of the parties hereto. This Agreement may not be assigned to a non-governmental entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the parties:

TOWN OF PURCELLVILLE, VIRGINIA

By: ___________________________ Maureen Gilmore, Town Attorney

Robert W. Lazaro, Jr., Mayor

COMMONWEALTH OF VIRGINIA: COUNTY OF LOUDOUN, to-wit:

Acknowledged before me, a Notary Public, this ___ day of ______________, 2008 by Robert W. Lazaro, Jr., Mayor of Purcellville.

Notary Public
Registration No.

My Commission Expires: _________

[Signature]
LOUDOUN COUNTY SCHOOL BOARD

By: ____________________________
    Robert F. DuPree, Jr., Chairman

Approved as to form:

E. William Chapman, Division Counsel

COMMONWEALTH OF VIRGINIA:
COUNTY OF LOUDOUN, to wit:

I acknowledge before me, a Notary Public, this ___ day of ____, 2008 by Robert F.
DuPree, Jr., Chairman.

My Commission Expires: ____________

Notary Public
Registration No. ____________________
BOARD OF SUPERVISORS OF LOUDOUN COUNTY

By: ____________________________
    Scott York, Chairman

Approved as to form:
    ______________
    Jack Roberts, County Attorney

COMMONWEALTH OF VIRGINIA:
COUNTY OF LOUDOUN, to-wit:

Acknowledge before me, a Notary Public, this ___ day of __________, 2008 by Scott York,
Chairman.

______________________________
Notary Public
Registration No.

My Commission Expires: ________________
Exhibit B: Comprehensive Plan Amendment to PUMAP
PHASE ONE AREA OF THE PURCELLVILLE UGA (JLMA)
CPAM 2008-0002 and CPA08-05: Fields Farm - LCPS

Prepared by: Town of Purcellville

Portion of Parcel S23-39-6728-001 for use by Loudoun County Public Schools. This does not represent a subdivision plat.