



Glenn Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn
Director

AGENDA

**Fauquier County and the Town of Warrenton
Public Hearing on Voluntary Settlement Agreement
Commission on Local Government
7:00 p.m., September 16th, 2024**

**Town Council Chambers
21 Main Street
Warrenton, VA 20186**

For the public, Microsoft Teams joining info:

Enter this URL to join the meeting:

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_ZjFmZDdhOWEtMWYxMS00MGI1LWFkMWUtZjhjMWU4NjkyODAx%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522620ae5a9-4ec1-4fa0-8641-5d9f386c7309%2522%252c%2522Oid%2522%253a%2522bb6ed30c-46e7-4b6f-ace5-48810243346f%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=717bd590-9e1d-423d-915d-6d567b81ac31&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

Login through Microsoft Teams:

Microsoft Teams Meeting ID: 256 090 283 127

Passcode: BJgsuV

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+1 434-230-0065

Phone conference ID: 784 248 836#

1. Occupancy for the meeting space is limited, so the Commission encourages members of the public to observe the proceedings through the Microsoft Teams link provided above. Please contact LeGrand Northcutt (legrand.northcutt@dhcd.virginia.gov) for information on how to connect to the meeting using this method.
2. Members of the public viewing the meeting through the Microsoft Teams option are required to mute themselves during the meeting unless called upon by the Commission Chair to speak.
3. Access to meeting materials for members of the public is available on the corresponding meeting page of the [Virginia Regulatory Town Hall website](#) and on [Commonwealth Calendar](#).



I. Call to Order

- A. Welcome (Chair)
- B. Introduction of Commissioners and Staff (Chair)
- C. Commission's Review (Staff)
- D. Comments from Commission Members (Commissioners)

II. Public Testimony

- A. Pre-registered, in-person comments
- B. Pre-registered, online comments
- C. Other comments

III. Closing Remarks (Commissioners/Staff)

IV. Adjourn





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RULES OF PROCEDURE
Fauquier County and the Town of Warrenton
Public Hearing on Voluntary Settlement Agreement
Commission on Local Government
7:00 p.m., September 16th, 2024

Town Council Chambers
21 Main Street
Warrenton, VA 20186

For the convenience of all participants and the orderly flow of proceedings, the following rules for public comment at the Public Hearing have been established by the Chair of the Commission:

1. All members of the public are expected to behave with civility and respect at all times during the proceedings while giving public comments and while in the audience;
2. All comments should be addressed to the Chair and the Commissioners. Members of the public should not respond directly to the comments of other participants;
3. Comments should be germane and relevant to the Voluntary Settlement Agreement and other issues being considered by the Commission.
4. Members of the public should limit their comments to five (5) minutes each. Where possible please appoint one spokesperson to represent the views of related parties;
5. The Commissioners are present to listen to public comments and take notes to inform their upcoming decisions. Commissioners will not respond to comments at this meeting.
6. Members of the public may submit written comments to Commission staff at the proceedings or by mail, postmarked on or before the date of the close of the record for this case.

Written comments can be emailed to legrand.northcutt@dhcd.virginia.gov or addressed to

Virginia Department of Housing and Community Development
600 East Main Street, Suite 300
Richmond, VA 23219

These rules have been adopted pursuant to 1VAC50-20-630 and are subject to change without notice. The Chair reserves the right to rule testimony irrelevant, immaterial, or unduly repetitious.





**WALSH COLUCCI
LUBELEY & WALSH PC**

John H. Foote
(703) 680-4664 Ext. 5114
jfoote@thelandlawyers.com
Fax: (703) 680-2161

May 17, 2024

Via Federal Express, Next Day Delivery

The Virginia Commission on Local Government
c/o Mr. LeGrand Northcutt
600 East Main Street, Suite 300
Richmond, Virginia 23219

Re: Notice of Petition for Annexation

Dear Mr. Northcutt:

Enclosed you will find the following materials with regard to the Notice of Petition of Annexation for the properties that are the subject of this Notice submitted on behalf of Fauquier County, Virginia, the Town of Warrenton, Virginia, Van Metre Communities LLC, Alwington Farm, LLC, and Alwington Farm Developers, L.L.C. (collectively referred to as the "Parties"):

1. Eight (8) copies of the Notice of Petition of Annexation including required exhibits; and
2. The draft Voluntary Settlement of Annexation between the aforementioned Parties.

The Parties respectfully seek review by the Commission on Local Government of this Voluntary Settlement Agreement pursuant to the statutes and Regulations of the Commission regarding such Agreements.

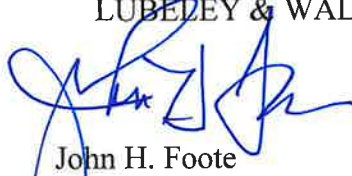
Thank you for your attention to this matter and please let me know if you have any questions or need further information.

ATTORNEYS AT LAW

703 680 4664 ■ WWW.THELANDLAWYERS.COM
4310 PRINCE WILLIAM PARKWAY ■ SUITE 300 ■ WOODBRIDGE, VA 22192-5199
ARLINGTON 703 528 4700 ■ LOUDOUN 703 737 3633

Very truly yours,

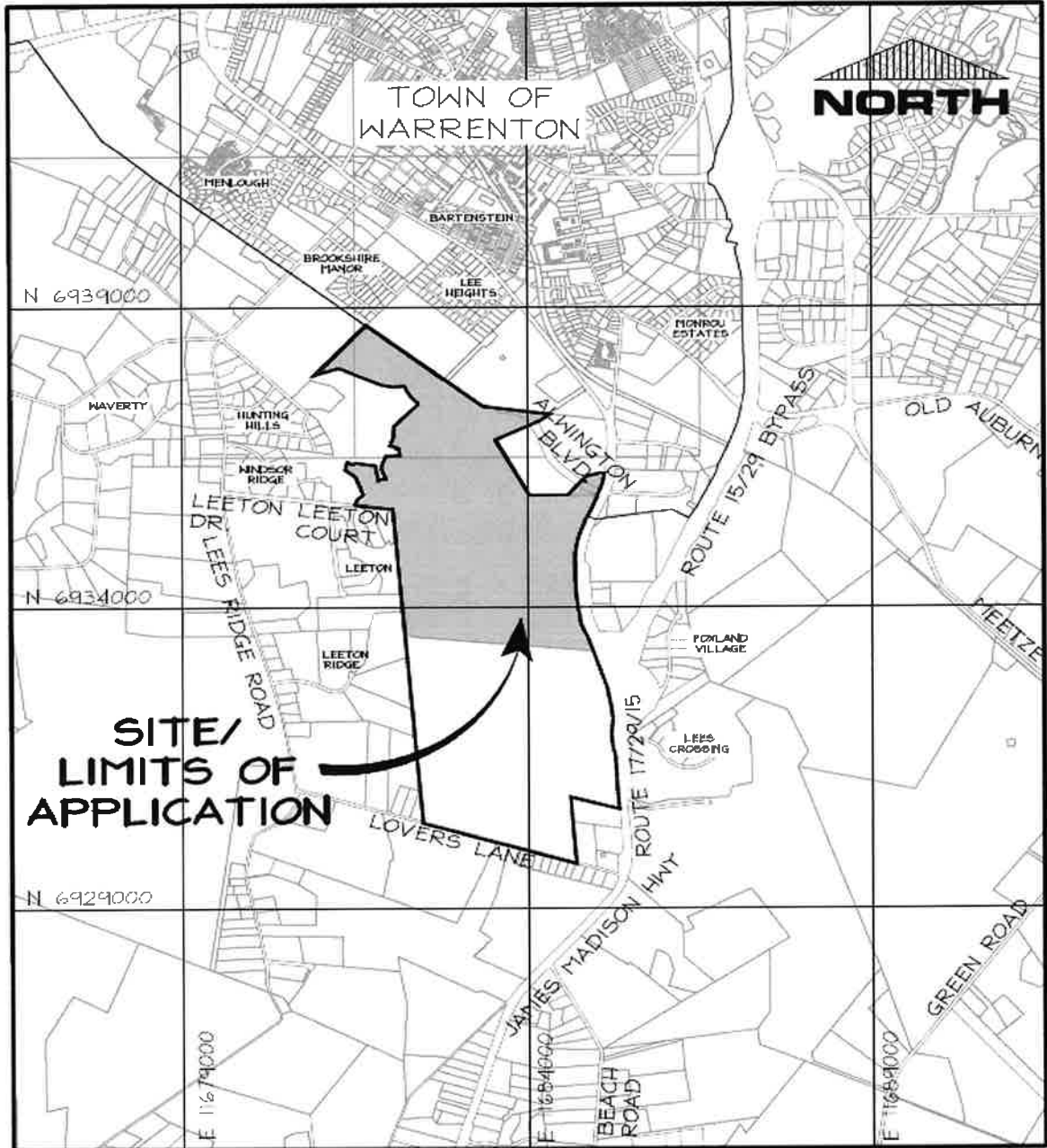
WALSH, COLUCCI,
LUBELEY & WALSH, P.C.



John H. Foote

cc: The Hon. Richard Gerhardt, Chair of Fauquier County Board of Supervisors
The Hon. Carter Nevill, Mayor of the Town of Warrenton
Ms. Janelle Downes, Fauquier County Administrator
Mr. Frank Cassidy, Warrenton Town Manager
Mr. Martin Crim, Warrenton Town Attorney
Ms. Tracy Gallehr, Fauquier County Attorney
Mr. Roy Barnett, Van Metre Communities, LLC
Mr. Tom Marable, Van Metre Communities, LLC
Mr. Brian Prater, WCLW
Ms. Starr Nyan, WCLW
Ms. Marian Harders, WCLW

**NOTICE OF VOLUNTARY SETTLEMENT AGREEMENT
BETWEEN AND AMONG THE TOWN OF WARRENTON, VIRGINIA
, THE COUNTY OF FAUQUIER, VIRGINIA AND
ALWINGTON FARM, LLC, ALWINGTON FARM DEVELOPERS, LLC,
AND VAN METRE COMMUNITIES, LLC**



VICINITY AND CONTEXT MAP
SCALE: 1" = 2000'

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SECTION I: INTRODUCTION

This is Notice from the Fauquier County Board of Supervisors, the Warrenton Town Council, Van Metre Communities, LLC, Alwington Farm, LLC, and Alwington Farm Developers, LLC of the desire of the Board and Council to annex certain land into the Town under the unique circumstances presented by this proceeding.

To this end, the parties have concurred on a proposed Voluntary Settlement Agreement pursuant to Va. Code Ann. § 15.2-3400 that is attached to this Notice and further described, below.

While there have been discussions between the jurisdictions concerning possible boundary adjustments over the years, and Warrenton has expanded its boundaries on occasion, this proposed Agreement has been initiated as a result of a recent land use decision affecting both. On November 9, 2023, upon the application of Van Metre Communities, LLC, the Board of Supervisors rezoned a parcel of land immediately adjacent to the Town's boundary together with conditional zoning proffers that provide for optional development plans.¹ One of these options involves the extension of Town public sewer service to the property, in an area that is already subject to a multiparty agreement to provide Town public water service.² Discussions between and among the owners of that property, and the two jurisdictions, have led to the development of a Voluntary Settlement Agreement that would bring this parcel, and other properties immediately adjacent thereto that would otherwise be left as small islands of County territory inside the new Town boundary, into the Town.³ Because of the manner in which the Proffers have been written and were accepted by the Board, development of the principal property, the extension of public utilities to it by the Town, and construction of mutually beneficial public infrastructure necessary, will provide mutual benefits to both jurisdictions.

The parties have agreed to submit this proposed Agreement to the Commission on Local Government for its review pursuant to law and herewith provide the information requested consistently with its regulations.

¹ Rezoning Case REZN-22-017978

² *Id.*

³ Voluntary Settlement Agreement between the Town of Warrenton, Virginia, Fauquier County, Virginia, Alwington Farm, LLC, Alwington Farm Developers, L.L.C., and Van Metre Communities, LLC, (hereinafter cited as the "VSA").

SECTION II: GENERAL DATA

1. THE COUNTY

Fauquier County is located in the north central Piedmont region of Virginia, approximately 40 miles southwest of the nation's capital and approximately 80 miles northwest of Richmond, the state's capital. The County encompasses a land area of approximately 650 square miles. Fauquier County is bordered by the counties of Prince William, Stafford, Culpeper, Warren, Clarke, Loudoun, and Rappahannock. The Rappahannock River forms the County's Western border. Interstate 66 runs East-West through the northern portion of the County. In addition, five U.S. primary routes and two state primary routes traverse the County.

In 1608, Captain John Smith reported that the Whonkentia, a subgroup of the Siouan-speaking Manahoac tribe, inhabited the area.⁴ The Manohoacs were predominant in the area and in Prince William County, and the land was later used as a hunting ground by the Iroquois. The Manahoac were eventually forced out around 1670 by the Iroquois (Seneca) tribe.⁵ The Six Nations ceded the region, including what is now Fauquier County, to the Virginia Colony in 1722.⁶ Fauquier's first immigrants were of German and English ancestry.⁷ Brent Town, the first settlement, was established in 1686 in Southern Fauquier.⁸ The first permanent settlement in Fauquier County was Germantown in 1718.⁹

⁴ Swanton, John R. (1952). *The Indian Tribes of North America*. Smithsonian Institution. pp. 61–62.

⁵ The Manohoacs had been eliminated as an indigenous people by around 1753 when the few remaining members near Lynchburg disappeared. <https://bit.ly/3RbRP4D>

⁶ Jeff Wallenfeldt, *The 6 Nations of the Iroquois Confederacy*, <https://bit.ly/3Wd8gQS>

⁷ Germanna Foundation, *A look into Fauquier County's 18th Century German past*, April 6, 2019. <https://bit.ly/3Wh2bTA> .

⁸ Brentsville Courthouse Historic Centre Historic Preservation Division Department of Public Works Prince William, County, *Furnishing and Interpretive Plans for the Brentsville Union Church*, page 4, <https://bit.ly/3WidtXJ> (last visited April 18, 2024).

⁹ Fauquier County, Virginia, *Germantown*. <https://bit.ly/3UutQPA> (last visited April 18, 2024).

Once part of the Northern Neck Proprietary, a vast English land grant held by the 6th Lord Fairfax, the Virginia House of Burgesses formed the County from Prince William County in 1759.¹⁰ It varies in its landscape and topography. Fauquier County was created in 1759 from Prince William County and named for Sir Francis Fauquier, the Colonial Lieutenant Governor at that time.¹¹

During the American Revolution, many County citizens served in the Continental Army, including Captain John Marshall, later Chief Justice of the U.S. Supreme Court, who was born in a cabin just off Route 28 near Catlett.¹²

For many years, the County was home to Vint Hill Farms Station, a United States Army and National Security Agency (NSA) signals intelligence and electronic warfare facility located near Warrenton.¹³ VHFS was closed in 1997 and the land was sold off in 1999.¹⁴ Today the site hosts various engineering and technology companies, as well as two Federal Aviation Administration (FAA) air traffic control facilities.¹⁵

The County has experienced measured growth over the years.

2. THE TOWN

The early roots of Warrenton trace back to the days when it was the crossroads of Native American trails due to its strategic location where eventually the Falmouth-Winchester and Alexandria-Culpeper roads met, and where a trading post named the Red Store was established in the beginning of the 18th century. This laid the groundwork for the Town's future growth and development.¹⁶ It was initially part of a land grant from King Charles II to Lord Culpeper, in 1795 the construction of a courthouse marked a significant turning point, as the area became known as

¹⁰ Library of Virginia, Fauquier County, <https://bit.ly/49Uzv65> (last visited April 18, 2024).

¹¹ *Id.*

¹² See a link to the John Marshall Birthplace Park. <https://bit.ly/47Bdvs2>

¹³ James Hardcastle, Commercial Property/Fauquier County, Va.; Flurry of Development at Former Intelligence Post (Jun. 9, 2002), [html. https://nyti.ms/3Ud78u6](https://nyti.ms/3Ud78u6)

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Town of Warrenton, VA, Adopted Budget Fiscal Year 2022-2023, 24. <https://bit.ly/4aP6sC2>

Fauquier County Seat, establishing its future as a center of legal and administrative activity.¹⁷

Incorporated on January 5, 1810, Warrenton was named in honor of General Joseph Warren, a revered figure from the Revolutionary War, who was killed at Breed's Hill.¹⁸ The land for the courthouse was donated by Richard Henry Lee.¹⁹ The Town's incorporation signaled its emerging importance in the region.

In 1909, a devastating fire engulfed almost half of the town's structures.²⁰ The response, which involved using dynamite to create a firebreak, demonstrated the community's resilience and ability to adapt. This incident led to rebuilding and modernization efforts.

Warrenton has grown steadily over time without any exceptional burst in growth.²¹

3. THE AREA TO BE ANNEXED

The entire area proposed for annexation through the settlement agreement encompasses approximately 241.10395 acres. The Property consists of land owned by the parties of settlement agreement and additional annexation area property owners.

¹⁷ *Id.*

¹⁸ See, https://en.wikipedia.org/wiki/Joseph_Warren.

¹⁹ See https://en.wikipedia.org/wiki/Richard_Henry_Lee.

²⁰ Town of Warrenton, VA, Adopted Budget Fiscal Year 2022-2023, 24. <https://bit.ly/4aP6sC2>

²¹ A favorite Warrenton story of at least one of the counsel involved in this filing occurred in 1939, when Count Igor Cassini, a Russian-American journalist for the Washington Times-Herald (and the person who coined the term "Jet Set"), was kidnapped, tarred and feathered by members of Virginia's high society (Ian Montgomery, Colin Montgomery, and Alex Calvert) because of an article he had written. It concerned the failure of the Montgomery brothers' father, R. H. Montgomery, to have been invited to a garden party for the King and Queen of England, George VI and Elizabeth (later the Queen Mother). Cassini himself later reflected: "From an obscure junior society columnist always worried as to how I would ever find enough material to fill the space I was grudgingly given, I became national news overnight." Severo, Richard (2002-01-09). "[Igor Cassini, Hearst Columnist, Dies at 86](#)". *The New York Times*.

SECTION IV: THE REZONING OF PROPERTY THAT HAS LED TO THE PROPOSED VOLUNTARY SETTLEMENT AGREEMENT

As noted above, the Fauquier Board of Supervisors rezoned a portion of the Alwington Farm in November of 2023.²² It was this rezoning that set in motion the potential annexation of this property and certain properties lying between it and the current Town boundary, into Warrenton's jurisdiction. The Town has considered expansion of its boundaries number of times over the years, without having heretofore taken steps for a number of those years to seek any additional land. The last previous annexation was in 1998.²³ The County has indicated that it does not object to this current proposal, on the terms set out in the draft Voluntary Settlement Agreement.

Alwington Farm, LLC, (the "Owner") is a Virginia limited liability company formed by W. Boyd Laws, Managing Member. Mr. Laws inherited Alwington Farm from his aunt, Arabelle Laws Arrington, upon her passing in November of 2010, and thereafter placed title to the Farm into the LLC.

Alwington Farm Developers, LLC, is a Virginia limited liability company formed by Russell Marks, an experienced developer who has an agreement with Alwington Farm, LLC with respect to the development of the site.

VanMetre Communities, L.L.C., is a wholly owned subsidiary of Van Metre Companies, Inc., a prominent Virginia builder, whose history spans over six decades. Founded in 1955 by Albert G. Van Metre, the company began modestly but has grown into a significant enterprise in the Greater Washington DC area with dozens of communities bearing its imprint. Its success has been grounded in its meticulous approach and commitment to quality establishing a reputation for craftsmanship and business acumen.

Its first foray into investment properties was with the construction and delivery of Fairfax Square Apartments. In the late 1970s, Van Metre further broadened its portfolio by taking on a management role at the Saratoga Shopping Center, which marked the beginning of its commercial business, which has continued to grow and prosper.

Throughout its history, Van Metre has demonstrated a commitment to quality, community, and philanthropy, making it a respected and influential player in the regional real estate and construction industry.

²² Rezoning Case REZN-22-017978

²³ Jennifer Ordonez, Council Member Hopes to Unseat the Mayor, WASH Post, (May 2, 1998), <https://bit.ly/3JBGeY2>

THE PROPOSED ANNEXATION²⁴

1. Alwington Farm, L.L.C. owns a parcel identified on the Fauquier County, Virginia, Land Records as Parcel Identification Number (PIN) 6983-44-5875-000 containing approximately 431.19759 acres (the “Parent Tract”). It is located immediately adjacent to the Town of Warrenton’s existing boundary along James Madison Highway (Routes 17/29/15) south of Alwington Boulevard (Route 1105) which is partially in Warrenton, and which had been previously considered for inclusion in the Town’s boundaries as further described below.

Several years ago, on November 12, 2015, the Fauquier County Board approved a rezoning application (REZN-15-003477) and a preliminary subdivision plat for the entire Parent Tract on behalf of the Owner that included a proffer statement dated October 30, 2015, which provided for the development of 217 residential lots on a 206.43 acre portion of the Parent Tract and rezoned it to the County’s Planned Residential District (“PRD”), authorized 10 residential lots on the remaining 224.53 acres zoned R-A (9 cluster lots on approximately 29.62 acres, and one open space lot consisting of 194.91 acres) (collectively, the “2015 Approvals”). All of these were to be served with public water from the Town pursuant to the then- and still-existing Joint Planning and Water Service Agreement dated November 1, 2015, by and between the Town, the County, and Alwington Farm Developers, LLC (the “Joint Water Agreement”). The PRD zoned lots, however, were to be served by a privately owned alternative onsite sewer system and associated primary and reserve dispersal fields.

2. In 2022 Alwington Farm, L.L.C., and Van Metre Communities L.L.C., its contract purchaser (together the “Private Parties” here), applied to the County (by REZN-22-017978) to amend significantly the 2015 Approvals and existing Proffers, which included three separate development scenarios:

(1) a continuing Base Zoning with 217 market-rate lots with public water pursuant to the Joint Water Agreement, and the privately owned alternative onsite sewer system and associated primary and reserve dispersal fields;

(2) an Alternative A with 195 market-rate lots (144 single-family detached lots and 51 single-family attached lots), 16 single-family attached lots reserved for affordable housing, a commercial component consisting of an eating establishment with a gross floor area no greater than 8,000 square feet and a hotel (inn) with a

²⁴ The Proffer Statement in connection with the 2023 Rezoning, together with all relevant exhibits, is incorporated into the proposed Voluntary Settlement Agreement. See Paragraph 1.18.

maximum of 15 sleeping rooms, all of which would be within the portion of the Parent Tract zoned PRD, and a 25-acre land bay to be developed in accordance with the regulations of the Town's Commercial (C) Zoning District (identified as "Land Bay W"),²⁵ and

(3) an Alternative B with 254 market-rate lots (161 single-family detached lots and 93 single-family attached lots), 16 single-family attached lots reserved for affordable housing, a commercial component consisting of an eating establishment with a gross floor area no greater than 8,000 square feet and a hotel (inn) with a maximum of 15 sleeping rooms, all within the PRD Area, and maintaining the 25-acre Land Bay W to be developed in accordance with the regulations of the Town's Commercial (C) Zoning District. The two Alternative scenarios were dependent on inclusion of the PRD Area and Land Bay W within the corporate limits of the Town and thus the availability of public sanitary sewer service from the Town for all lots, and the availability of additional public water connections from the Town for the commercial components and all residential lots (with Alternative B also requiring dedication of right-of-way from an adjacent and unrelated property owner to accommodate the extension of Alwington Boulevard to the northerly boundary of the Parent Tract).

3. On November 9, 2023, the Fauquier Board approved this REZN-22-017978 with a detailed proffer statement that incorporated each of the foregoing Alternative development scenarios.

It is important to note, however, that this Rezoning included only 234.09 acres of the Parent Parcel, and that 197.11 acres of the total site acreage will continue to be zoned RA and would not be brought into the Town's boundaries, but would remain a part of Fauquier County. The approved Concept Development Plan/Planned Residential Development Plan for Arrington is attached hereto and incorporated herein by reference as a part of Exhibit C.

²⁵ Land Bay W was created in Alternatives A and B after discussions with representative of the Town, who were interested in the reservation of an area for commercial development on the land here proposed for annexation. It is for that reason that Land Bay W was zoned to the Town's C (Commercial) District, since the County's Planned Residential District (PRD) does not provide for a large-scale commercial component. Because the Town wishes to have a voice in what is developed on that land, if the Property is adjusted into the Town's boundaries, there is no present development plan for Land Bay W. Such a Plan will only be generated if annexation is approved.

4. The Board approved the Rezoning in relevant part because a recent study of the Town's Water and Sewer System Growth and Capacity Evaluation (the "Water and Sewer Study") found that the Town is currently planning on increasing the capacity of its wastewater treatment plant from 2.5 million gallons per day to 3.0 million gallons per day within approximately 10 years, confirms that the actual average daily flow to the WWTP in 2021 was only 1.72 million gallons per day, and that the current wastewater treatment plant capacity would accommodate the proposed development if connected to Town sewer.

That study also identified water and sewer system infrastructure improvement requirements, including substantial modifications to, or replacement of, the Taylor Run Pump Station needed to serve any further demand from other developments within the Town, or other areas within the Turkey Run drainage area in which the development is approved.

Very significantly, Fauquier County also desires to make extensive and costly renovations to, and an expansion of, its Taylor Middle School. It requires needed additional sanitary sewer service capacity from the Town for that work, a consideration that further exaggerated the need for substantial modifications or replacement of the Taylor Run Pump Station.

The Voluntary Settlement Agreement provides that the developer of the property will pay for these improvements, as well as make improvements to a major street serving the development called Alwington Boulevard.

5. Additionally, the Town considers it environmentally desirable and promotes the concept that the public health, safety, and general welfare of the overall community is advanced when development in and near the Town occurs on public sewer and water service rather than on well and septic systems, or a private wastewater treatment facility, because public utilities serve to protect the Occoquan Watershed and its tributaries including Taylor Run.

Furthermore, a portion of Alwington Boulevard is presently split by the Town/County boundary creating difficulties with maintenance and control of that road between the Town and the Virginia Department of Transportation, such that the Council would find it prudent to bring that entire road into the Town's system of public streets.

6. Because of the availability of appropriate and sufficient public utilities from the Town of Warrenton to service a development for which the Fauquier Board has now amended the 2015 Rezoning with conditions that contemplate the extension of those utilities to the Property, and that will provide direct benefits to the County as well, on a site that the Town has long contemplated as appropriate for development, and that is immediately adjacent to the existing Town boundaries, the Town and the County have agreed to the VSA that is

submitted herewith.

7. The “Additional Properties” refers to the fact that in addition to the Alwington Farm, LLC, property, there are four other properties lying between that parcel and the Town boundary that would constitute oddly located County parcels if they were not included in this annexation. They include the “Dasari Property” consisting of approximately 1.1630 acres of land identified by GPIN 6983-57-9161-000, the “HD Property” consisting of approximately 0.7361 acres of property identified by GPIN 6983-57-1258-000, the “School Board Property” consisting of approximately 0.8105 acre of property and identified by GPIN 6983-48-7973-000, and the “VABFT” Property consisting of approximately 4.31 acres identified by GPIN 6983-48-7006-000, all as shown on the Tax Maps of Fauquier County. The proposed Voluntary Settlement Agreement would provide for the annexation of these parcels, as well as the Alwington land.

SECTION IV: INFORMATION REQUIRED BY THE VIRGINIA ADMINISTRATIVE CODE

- 1. A written metes and bounds description of the boundaries of the area proposed for annexation having, as a minimum, sufficient certainty to enable a layman to identify the proposed new boundary. The description may make reference to readily identifiable monuments such as public roads, rivers, streams, railroad rights of way, and similar discernible physical features.**

This description is attached hereto and incorporated herein by reference as Exhibit A.

- 2. A map showing (i) the boundaries of the area proposed for annexation and their geographic relationship to existing political boundaries; (ii) identifiable unincorporated communities; (iii) major streets, highways, schools, and other major public facilities; (iv) significant geographic features, including mountains and bodies of water; (v) existing uses of the land, including residential, commercial, industrial, and agricultural; and (vi) information deemed relevant as to the possible future use of the property within the area sought for annexation.**

This map is attached hereto and incorporated herein by reference as Exhibit B.

- 3. A land-use table showing both the acreage and percentage of land currently devoted to the various categories of land use in the municipality, the county, and the area proposed for annexation.**

This Table is to be found on Exhibit \.

4. The past, the estimated current, and the projected population of the municipality, the county affected by the proposed annexation, and the area of the county proposed for annexation.

The current population of the Town is 10,197, a growth of 568 people, or 6.1% growth rate since the 2010 census total of 9,611.²⁶ The number of anticipated residents that would be added by the homes created in the annexed area is estimated to be approximately 786 (270 homes are permitted by the Rezoning, and the United States Census Bureau reports that the average household size is 2.91 residents). This alone would increase population to approximately 10,983 or an increase of 7.71%.

The current population of the County as of July 1, 2023 is 73,731, an increase of 8,528 or approximately 13.1% from its 2010 population of 65,203.²⁷ The increase of the foregoing 786 persons would increase the population of the County to 74,517.

The following table below shows the projected population of both the Town and County:

Table 4 – Population Projections²⁸

	<u>2030</u>	<u>2040</u>	<u>2050</u>
Town	10,968	12,017	13,246
County	79,584	87,195	96,112

5. Public Schools

The Fauquier County Public School (“FCPS”) services both the County and the Town. The FCPS ranges from grades pre-K to 12, and consists of eleven elementary schools, four middle schools, three high schools and one alternative learning school.²⁹ The project adds another 96 students to FCPS system based on 217 households with

²⁶ US Census, Quick Facts, Warrenton, VA, <https://tinyurl.com/4rhs9fr>.

²⁷ US Census Quick Facts, Fauquier County, VA, <https://tinyurl.com/yreb36ue>; University of Virginia Weldon Cooper Center for Public Service. (2023). Virginia Population Estimates. Retrieved from <https://tinyurl.com/ywu3pkrp>.

²⁸ University of Virginia Weldon Cooper Center for Public Service. (2022). Virginia Population Projections. Retrieved from <https://tinyurl.com/4xdkxbem>.

²⁹ FCPS, *Fiscal Year 2024 Adopted Budget*. <https://bit.ly/46nVJvr>.

the elementary school receiving 44 students, the middle school receiving 22 students, and the high school receiving 30 students.³⁰

The tables below illustrate the past, current, and projected number of public school students enrolled in the public schools and the number of school-aged children in the County.

Table 5.1³¹ School Aged Children Population as of July 1, 2021

	<u>Age 5-19</u>	<u>Age 5-17</u>
County	13,034	9,093
Town	1,945	1,238
Total	14,979	10,331

Table 5.2³² School Aged Children Numbers as of July 1, 2022

	<u>Age 5-19</u>	<u>Age 5-17</u>
County	13,033	10,308
Town	1,938	n/a
Total	14,971	n/a

Table 5.3 — Projections of School Aged Children, 5-19³³

	<u>2030</u>	<u>2040</u>	<u>2050</u>
County	15,592	17,761	19,686
Town			
Total			

³⁰ Municap Arrington Proffer Analysis.

³¹ The numbers for age 5-19 are the School Population Estimates, Weldon Cooper Center for Public Service, and the numbers for age 5-17 came from U.S. Census Data Estimates for 2021.

³² The numbers for age 5-19 are the School Population Estimates, Weldon Cooper Center for Public Service, and the numbers for age 5-17 came from U.S. Census Data Estimates for 2022. FCPS did not have the information available for the Town of Warrenton for ages 5-17.

³³ University of Virginia Weldon Cooper Center for Public Service. (2022). Virginia Population Projections. Retrieved from <https://tinyurl.com/4xdkxbem>. FCPS did not have projection information available for the Town of Warrenton.

Table 5.4³⁴—Fauquier County Public School Enrollment

<u>Fiscal Year</u>	<u>Students</u>
2013	11,032
2014	11,084
2015	11,165
2016	11,150
2017	11,073
2018	11143
2019	11,189
2020	11,181
2021	10,874
2022	10,839
2023	10,845

Table 5.5— Fauquier County Public School Population – Current and Projections³⁵

<u>Year</u>	<u>Population</u>
2024-2025	10,858
2025-2026	10,987
2026-2027	11,064
2027-2028	11,154
2028-2029	11,218
2029-2030	11,286

³⁴ Fauquier County, *Fiscal Year 2023 Adopted Budget*, <https://bit.ly/47vD3vm>; Virginia Department of Education, <https://tinyurl.com/2cmuszte>. ³⁴ Fauquier County, *Fiscal Year 2024 Adopted Budget*, <https://tinyurl.com/msn8b893>.

³⁵ University of Virginia Weldon Cooper Center for Public Service. (2022). Virginia Population Projections. Retrieved from <https://tinyurl.com/4xdkxbem>. Fauquier County, *Fiscal Year 2024 Adopted Budget* <https://tinyurl.com/msn8b893>.

2030-2031	11,337
2031-2032	11,374
2032-2033	11,413

6. The assessed property values, by major classification, and if appropriate, the ratios of assessed values to true values for real property, personal property, machinery and tools, merchants' capital, and public service corporation property for the current year and the preceding 10 years for the municipality and the county affected by the proposed annexation, and similar data for the current year for the area of the county proposed for annexation.

The County levies two primary types of taxes, real estate and personal property.³⁶ Personal property has several components of rates that make up the majority of the County's general revenue fund. These components include: real and personal property of public service corporations, manufacturer's machinery and tools, and private personal property, which includes motor vehicles and motorcycles, large trucks, tractors and tractor trailers, boats and motors, airplanes, trailers, campers, and motor homes, and business equipment. Additional monies are collected from State taxes (i.e., gasoline tax, income tax, and sales tax). These funds are usually reserved for programs like public education. The County does not directly receive money from gasoline taxes. The Commissioner of Revenue administers the Use Value Assessment Program to encourage agricultural and forestall enterprises within the County.³⁷ The program provides a basis of tax relief for those land uses. The Real Estate Tax Relief Program, administered by the Commissioner of Revenue, provides a real estate tax relief program for senior citizens and disabled homeowners.³⁸ The County also provides a real estate tax exemption to disabled veterans who qualify for it.³⁹ While these programs reduce available tax revenues, they serve beneficial public policy purposes as determined by the General Assembly.

The Town also levies taxes against both real estate and personal property. It has different tax rates for the following: bank stock, business equipment, licenses

³⁶ Fauquier County, 2015 Comprehensive Plan, <https://bit.ly/3U1mHF2>.

³⁷ Fauquier County, Real Estate, <https://bit.ly/4aCNLSe>.

³⁸ *Id.*

³⁹ Fauquier County, Disabled Veteran Tax Exemption, <https://bit.ly/4aG3ujw>.

(business, professional, and occupational), machinery & tools, personal property and public service corporations.

Table 6.1 – Real Estate Assessed Values⁴⁰

	County (\$ in billions) ⁴¹	Town (\$ in billions) ⁴²
2023	16.5	2.1
2022	16.2	2.1
2021	13.0	1.7
2020	12.9	1.7
2019	12.8	1.7
2018	12.6	1.7
2017	11.1	1.6
2016	11.0	1.6
2015	10.8	1.6
2014	10.8	1.5
2013	0.980	1.5

Table 6.2⁴³ –Assessed Value of Taxable Property for the Preceding Ten Years for the Town

	Personal Property	Machinery and Tools	Public Service Corporation
2023	189,785,413	533,190	31,026,875
2022	141,771,009	452,805	30,915,674
2021	121,035,613	511,075	30,341,699

⁴⁰ County of Fauquier, Virginia Annual Comprehensive Financial Report Fiscal Year Ended June 30,2022, <https://bit.ly/3JjblYa>.

⁴¹ County of Fauquier, Virginia Annual Comprehensive Financial Report Fiscal Year Ended June 30,2023, <https://bit.ly/3Uzoemf>.

⁴² Town of Warrenton, Annual Comprehensive Financial Report ended June 30, 2023, <https://bit.ly/3W8BkJs>.

⁴³ Town of Warrenton, Annual Comprehensive Financial Report Year Ended June 30,2023, <https://bit.ly/3W8BkJs>.

2020	119,184,134	314,281	32,388,996
2019	112,782,292	358,690	30,080,458
2018	111,426,844	381,478	26,933,972
2017	111,836,351	350,166	26,222,252
2016	110,382,101	362,252	26,233,712
2015	110,060,256	379,240	26,169,523
2014	99,076,256	362,438	26,004,347

Table 6.3⁴⁴ – Assessed Value of Taxable Property for the Preceding Ten Years for the County

	Personal Property	Machinery and Tools	Public Service Corporation
2023	1,768,201,094	18,391,702	802,592,828
2022	1,459,321,379	20,707,147	824,384,856
2021	1,039,015,823	15,176,084	703,485,269
2020	1,037,745,334	14,466,407	752,787,325
2019	996,726,548	16,266,517	738,721,754
2018	897,471,057	17,759,113	747,411,827
2017	875,866,773	12,478,918	638,567,881
2016	804,491,057	10,924,204	657,629,104
2015	758,724,679	10,872,273	654,754,149
2014	726,317,376	11,188,114	650,126,899

For the area proposed by the annexation, there is no real estate value as it is currently used agriculturally as farmland which does not produce real estate tax revenue under the Use Value Tax Program. If the area is annexed into the Town, then the Property would be developed and would no longer qualify for the Use Value Tax Program. It would increase the tax revenue that the Town receives from real estate.

7. The current local property and non-property tax rates and the tax rates for the preceding 10 years, applicable within the municipality,

⁴⁴ County of Fauquier, Virginia Annual Comprehensive Financial Report Fiscal Year Ended June 30,2023, <https://bit.ly/3Uzoemf>; Fauquier County Commissioner of the Revenue: Assessed Property Values.

the county affected by the proposed annexation, and the area of the county proposed for annexation.

In the two tables below find the tax rates for the preceding ten years and the current tax rates for the County and Town:

Table 7.1⁴⁵ – Real Estate Tax Rates for the Preceding Ten Years

	<u>County (per \$100 of assessed value)</u>	<u>Town (per \$100 of assessed value)</u>
2023	0.903	0.0401
2022	0.903	0.0401
2021	0.994	0.0500
2020	0.994	0.0500
2019	0.994	0.0500
2018	0.982	0.0500
2017	1.039	0.0500
2016	1.039	0.150
2015	0.999	0.150
2014	0.992	0.150
2013	0.980	0.150

Table 7.2⁴⁶ – Current Tax Rates

	<u>County (per \$100 of assessed value)</u>	<u>Town (per \$100 of assessed value)</u>
Personal Property	3.45	1.00
Business Personal Property (Business Equipment)	3.45	1.00
Business Personal Property (Machinery and Tools)	3.45	1.00
Motor Home/Campers/Boats	1.50	1.00
Bus (30+ passengers)	1.00	1.00
Mobile Homes	0.943	1.00

⁴⁵ Town of Warrenton, Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2023, <https://bit.ly/3W8BkJs>.

⁴⁶ Current Tax Rates, <https://bit.ly/4db6tC2>; Warrenton, Va, Personal Property Tax, <https://rb.gy/g1dlje>.

8. **The estimated current local revenue collections and intergovernmental aid, the collections and aid for the previous 10 years, and projections of the collections and aid (including tax receipts from real property, personal property, machinery and tools, merchants' capital, business and professional license, consumer utility, and sales taxes) within the municipality, and the county affected by the proposed annexation, and similar data for the past year for the area of the county proposed for annexation.**

As noted, both the county and town obtain most of their revenue from local real estate, personal property, and local taxes. A breakdown of the revenue collected from 2014-2023 by both municipalities is reflected in the tables below:

Table 8.1– Revenue (County) ⁴⁷

Year	General Property Taxes	Local Sales and Use Taxes	Utility taxes	Business and Professional Taxes	Motor Vehicle Taxes	Taxes on Recordation and Wills	Other Local Taxes	Investment Income	Misc.	Grants/Contributions	Total (including Transfers)
023 ¹	9,225,235	13,946,263	1,898,443	2,982,191	20,485	1,702,273	5,446,035	4,510,939	350,174	16,209,540	228,483,920
022	3,352,481	13,399,789	1,689,430	2,724,747	68,595	2,922,087	590,249	419,232	1,759,784	16,923,612	205,266,753
021	8,880,374	12,986,419	1,797,046	2,247,173	2,011,920	3,348,241	368,070	578,485	26,440	17,067,268	190,594,337
020	4,969,913	10,533,415	1,748,470	1,801,247	2,011,001	2,271,130	223,430	1,585,837	296,774	17,567,750	179,797,860
019	2,069,874	9,571,159	1,742,954	1,760,438	2,018,892	1,746,669	309,902	2,018,074	235,204	16,326,688	186,595,133
018	2,406,712	9,057,564	1,813,473	1,564,338	1,984,960	1,789,913	296,329	1,096,000	138,972	16,266,425	174,150,606
017	6,643,418	9,241,227	1,608,950	1,632,643	1,957,392	1,731,125	260,204	600,847	156,345	17,284,375	169,960,664
016	0,409,532	8,305,286	1,631,861	1,444,902	1,911,876	1,720,164	235,719	408,673	481,040	17,876,956	164,929,382
015	5,741,425	8,024,703	1,658,205	1,353,040	1,870,836	1,514,756	259,151	301,739	389,682	17,705,302	158,028,011
014	0,882,416	7,558,981	1,650,054	1,436,850	1,826,612	1,656,673	198,096	348,189	977,300	17,555,313	152,630,709

Table 8.2 – Revenue (Town)⁴⁸

Year	General Property Taxes	Other local Taxes	Permits, Fees, And Licenses	Fines and Forfeitures	Use of Money/ Property	Charges for Services	Misc. Revenue	Inter-Governmental	Total
23	1,739,907	11,581,881	219,987	72,205	488,121	1,019,342	283,266	1,045,074	19,708,864
22	1,461,261	8,785,869	207,878	76,229	(95,166)	1,075,663	238,715	3,839,592	15,590,041
21	1,379,006	8,658,389	294,301	112,113	22,995	486,599	264,835	3,567,328	14,770,566
20	1,342,789	7,421,820	226,685	155,478	329,960	871,183	887,871	3,633,250	14,869,036
19	1,312,429	7,480,756	257,969	188,749	348,274	1,203,731	1,060,766	3,510,005	15,372,679
18	1,261,220	7,314,555	170,336	166,622	137,843	1,229,165	367,596	3,092,119	13,739,456
17	1,248,466	6,931,463	166,562	125,169	96,515	1,187,054	346,308	3,387,633	13,489,170
16	677,081	6,513,579	177,739	128,499	46,417	1,252,194	207,646	3,173,126	12,176,955
15	674,372	6,133,479	203,476	185,186	21,392	1,342,194	110,473	3,044,793	11,715,365
14	589,341	6,213,306	128,220	259,464	21,663	170,563	96,910	3,040,824	10,520,291

Table 8.3⁴⁹ - Local Revenue (County)

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Real Estate Taxes	102,147,815	99,204,553	99,833,732	100,913,269	107,714,832
Personal Property Taxes	23,784,643	26,195,925	27,724,034	30,105,456	30,001,274
All other local taxes	7,449,012	7,578,855	8,055,278	16,715,550	5,057,500
Local Sales Taxes	9,057,564	9,571,159	10,533,413	12,696,419	10,137,200
Total	133,381,470	142,550,492	146,146,457	160,430,694	152,910,806

⁴⁷ Fauquier County, Virginia, Adopted Comprehensive Financial Report Year 2022, <https://bit.ly/3JjblYa>

⁴⁸ Town of Warrenton, VA, Annual Comprehensive Financial Report Fiscal Year 2022. <https://bit.ly/3W1dNtK>.

⁴⁹ County of Fauquier, Virginia, Fiscal Year 2020 Adopted Budget, <https://bit.ly/4b0KXhE>; County of Fauquier, Virginia, Fiscal Year 2022 Adopted Budget, <https://bit.ly/3UaIoTo>; County of Fauquier, Virginia Fiscal Year 2023 Adopted Budget, <https://bit.ly/47vD3vm>.

Table 8.4⁵⁰ - Local Revenue (Town)

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
General Property Tax	1,342,789	1,379,006	1,461,261	1,739,907
Local taxes	7,421,820	8,658,389	8,785,869	11,581, 881
Permits and other licenses	226,685	294,301	207,878	2199,987
Fines and forfeitures	155,478	112,113	76,229	72,205
Revenue from use of money	329,960	25,995	(95,166)	488,121
Charges for Services	871,183	486,599	1,075,663	1,019,342
Miscellaneous Revenue from the Commonwealth	574,273	264,835	238,715	283,266
Revenue from the Commonwealth	3,318,485	2,970,530	2,990,607	3,258,781
Revenue from Federal Government	628,363	596,798	839,985	1,045,074
Total	14,869,036	14,770,566	15,590,041	19,708,864

Table 8.5⁵¹ - Projected Revenue (County)

	<u>2023</u>	<u>2024</u>
Real Property Tax	111,614,164	113,363,063
Personal Property Tax	29,700,000	31,500,000
Local Sales Tax	11,000,000	13,872,475
Other Local Taxes	9,417,500	8,959,500
Utility Tax	1,475,000	1,475,000
Permits and Fees	1,509,518	1,521,700
Fines and Forfeitures	356,739	355,429
Use money and Property	403,675	1,194,526

⁵⁰ Town of Warrenton, VA, Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2023, <https://bit.ly/3W8BkJs>.

Charges for Services	975,094	1,041,008
Miscellaneous	614,490	678,293
Total	167,066,180	172,485,994

9. The amount of long-term indebtedness and the purposes for which all long-term debt has been incurred by the municipality and the county affected by the proposed annexation.

Neither locality has incurred any long-term indebtedness that has been affected by the proposed annexation. The Town may benefit from having additional tax revenue with which to retire any indebtedness, but, of course, the County loses no such revenue.

Both the County and the Town have long-term indebtedness. The purpose of the County’s long-term indebtedness is to allow the County to acquire bonds for certain municipal projects. The Code of Virginia then requires the County to levy ad valorem taxes or specified revenue for the bonds. See Virginia Code § 15.2-2602. The County utilizes bonds for governmental activities and business-type activities.

The purpose of the Town’s long-term indebtedness is similar to the County’s. It is also used to fund the Town’s governmental and business-type activities. The debt is repaid through taxation.

Below find the 2023 long -term outstanding indebtedness for the County:

Table 9.1⁵²- Governmental Activities (County)

General Obligation bonds	2,110,000
Financing Agreements	27,237,834
General Obligation Bonds (direct placements)	44,315,000
Direct Bonds	8,585,000
Premium/discount on bonds payable	4,666,729
Lease Liabilities	1,282,275
Subscription Liabilities	1,677,551
Compensated Absences	5,533,712
Incurred but not Reported Claims	3,123,983
Total	98,532,084

⁵² *Id.*

Table 9.2⁵³ – Business-Type Activities (County)

Financing Agreements	7,590,000
Revenue Bonds	16,845,934
Lease Liabilities	155,225
Compensated Absences	223,670
Landfill Closure and Post Closure	34,459,235
Total	60,989,281

Table 9.3⁵⁴ – Total of Both Activities for the County

Governmental Activities	98,532,084
Business-Type Activities	60,989,281
Total	159,521,365

Below find the 2023 long-term outstanding indebtedness for the Town:

Table 9.4⁵⁵ – Governmental Activities (Town)

General Obligation Bonds	8,165,000
Premium on Refunding	1,532,885
Financed Purchases	31,383
Leased Liability	141,227
Compensated Absences	561,289
Total	10,431,784

Table 9.5⁵⁶ – Business-Type Activities (Town)

General Obligation bonds	10,583,000
Premium on refunding	543,546
Compensated Absences	187,437
Total	11,313,983

⁵³ *Id.*

⁵⁴ *Id.*

Table 9.6⁵⁷ – Total of Both Activities for the Town

Governmental Activities	10,431,784
Business-Type Activities	11,313,983
Total	21,745,767

The annexation of the Property into the town will not have a significant impact on the long-term indebtedness of the Town or the County. The properties are currently an undeveloped parcel of land that will not cause any increase in debt at the present time. Development of the Property will provide additional ratepayers, but will not increase the need for additional indebtedness.

10. The need in the area proposed for annexation for urban services, including those listed in this subdivision, the level of services provided by the municipality and by the county affected by the proposed annexation, and the ability of the municipality and the county to provide the services in the area proposed for annexation:

A. Sewage Treatment.

As noted in the Introduction, the current wastewater treatment capacity of the Warrenton Wastewater Treatment Plant is 2.5 million gallons per day, and confirms that the actual average daily flow to the WWTP in 2021 was only 1.72 million gallons per day.⁵⁸ EPA uses a guideline of 80-90 percent of original design capacity for 90-180 consecutive days as a threshold basis for investigating alternatives for reducing or responding to future loadings. If the rate of increase in loadings suggests that the full capacity of the plant will be utilized within five to seven years, then expansion planning may need to begin immediately. The current average daily flow is less than 80% of design capacity and as noted, the Town anticipates increasing its treatment capacity to 3.0 million gallons per day within 10 years.

The development of the Annexed area will require approximately 124,000 gallons per day of sewage treatment under its most intense scenario. It is only possible to estimate the demand that might be generated by Land Bay W since no specific land uses have been determined for that 25 acre parcel.

⁵⁸ Town of Warrenton Comprehensive Plan, <https://bit.ly/441puCC>.

B. Water.

Public water is already available to the annexation area pursuant to an existing Joint Planning and Water Service Agreement dated November 1, 2015, by and between the Town, the County, and Alwington Farm Developers, LLC, (the "Joint Planning and Water Service Agreement"), a copy of which is attached hereto as Exhibit I.

C. Solid Waste Collection And Disposal.

The Town provides household refuse collection twice a week.⁵⁹ The service does not accept liquids, hazardous waste (like paints, cleaners, fuel, oil, pesticides, batteries), large items, fluorescent bulbs, or furniture.⁶⁰ These items can be disposed of at the Fauquier County Landfill.

The Town also has a weekly curbside recycling program, with recyclables set out curbside.⁶¹ Residents are asked to use the town-issued, 18-gallon blue bin for recyclables. Accepted materials include plastics labeled #1 or #2, aluminum, tin, and steel. Glass, Styrofoam, aerosol cans, plastic bags, and certain types of boxes (like cereal boxes and similarly sized cardboard containers).

Fauquier County does not have a similar public collection system, but uses private companies. It has several collection sites, including the Corral Farm Collection Site, which accepts household trash, bulk waste, and recycling.⁶² On Sundays certain items like household hazardous waste and chargeable items are not accepted. It also has several Remote Collection Sites located in Catlett, New Baltimore, Marshall, Markham, and Morrisville, that collect household trash and recycling.⁶³ Double axle trailers are not allowed at any remote site, and single axle trailers are restricted at certain sites.

The Remington Recycling Site is exclusively for recycling and does not accept trash, and operates on a more limited schedule.⁶⁴

⁵⁹ Warrenton, Virginia, Refuse Collection Schedule, <https://bit.ly/4b8Avo1>.

⁶⁰ *Id.*

⁶¹ Warrenton, Virginia, Recycling Collection, <https://bit.ly/4batsvf>.

⁶² Fauquier County, Virginia, Collection Sites, <https://bit.ly/49UFUhl>.

⁶³ *Id.*

⁶⁴ *Id.*

Fauquier County facilities accept waste from residents and small-scale family farms (excluding commercial farms) and require proper identification for disposal. There are no quantity limits for residential customers delivering their own household waste in vehicles smaller than a one-ton pickup truck or a flat 4 x 8 foot trailer. Users must display evidence of residence in Fauquier.

Hazardous waste from farms and businesses is not accepted. Only household quantities of hazardous waste from Fauquier County residents are accepted, with limitations on quantities (40 pounds solid or 15 gallons liquid per day). Liquids must be in original containers no larger than 5 gallons each.

D. D. Public Planning.

Both the Town and County have Planning and Community Development Departments. The County's Department of Community Development was intimately involved in the review of the approved 2022 Rezoning application and is therefore very familiar with its details.

The Town Planning Department is equally familiar with the Rezoning and if the Annexation is approved will be involved in the further planning of Land Bay W, administration of the Rezoning, and the processing of site and subdivision plans for the entire development.

E. Subdivision Regulation And Zoning.

Because the annexation area is already zoned there are several Alternatives for development, If the land remains in the County, the subdivision process will be managed by the County's Community Development Department.

Under Alternatives in which both residential development and for commercial development of Land Bay W would occur, this would only be the case after the land was brought into the Town. Then the Town's Planning Department would manage the subdivision process, with assistance from other Town services such as the Department of Public Works.

It is the Private Parties' understanding that if this were to occur, the Town would adopt the County's PRD zoning text and administer the PRD-zoned land as it has been proffered in the County without modification, and Land Bay W under the Town's presently existing C (Commercial) Zoning District upon further application by the site developer.

F. Crime Prevention And Detection.

Warrenton has a Police Department with a Chief, Timothy Carter, appointed by the Council, 29 additional sworn officers, and 2 administrative personnel. It operates with a current budget of approximately \$4,200,000.⁶⁵ It has an Operations Bureau responsible for Patrol, and Special Services which provides both Motorcycle and Bicycle Patrol. It also has a Support Services Bureau, which includes the Investigations Section for general investigations, Internet Crimes against Children, and a Blue Ridge Task Force. That Bureau also has a Purchasing and Evidence Section, and an Administrative Support Section.

Fauquier County has an elected Sheriff, Jeremy Falls. His Office has received its accreditation from the Virginia Law Enforcement Professional Standards Commission. Its most recent budget provides funding in the amount of just under \$23.5M with a full time staff of 185, including both sworn and administrative personnel. The Office is responsible for courthouse safety, operation of the adult detention center, law enforcement, and support operations that include communications, crime analysis, training, and records management among other support functions.⁶⁶ The Sheriff also has an Accounting Manager to ensure that funds are properly accounted for.

G. Fire Prevention and Protection.

The County has a combined fire and rescue system that is serviced by a combination of professional career staff employed by Fauquier County and volunteers. This combined system provides fire, rescue and other emergency services to all the incorporated Towns within Fauquier County. The County maintains a professional staff of approximately 176 within its Department of Fire Rescue and Emergency Management which has an annual budget in excess of \$32.4 million There are 9 volunteer fire and rescue agencies operating in the County.⁶⁷ Those companies are the Remington Volunteer Fire and Rescue Company, the Marshall Volunteer Fire and Rescue Department, The Plains Volunteer Fire Company, Catlett Volunteer Fire and Rescue Department, Goldvein Volunteer Fire Department, New Baltimore Fire and Rescue Department, Orlean Volunteer Fire Department, Lois Volunteer Fire Department, and the Warrenton Fire Company.

Previously, the Town provided a small paid staff of 2 at the Warrenton Volunteer Fire Company that was eliminated in the 2023 budget because the Town's

⁶⁵ Fauquier County, *Fiscal Year 2023 Adopted Budget*, <https://bit.ly/47vD3vm>

⁶⁶ Town of Warrenton, Virginia, *Fiscal Year 2022-2023 Adopted Budget*, <https://bit.ly/4aP6sC2>

⁶⁷ Fauquier County Fire Rescue System, <https://bit.ly/3JAKM5B>.

support for that Company ceased when Fauquier County assumed those positions within the County's Department of Fire Rescue and Emergency Management.⁶⁸

The first due fire and rescue company to the annexation area would be the Warrenton Volunteer Fire Company, which is approximately 2 miles distant.

H. Public Recreational Facilities.

The proffered conditions to the Rezoning include a one-time cash proffer towards public recreational facilities. The County maintains 8 parks, 3 community centers, 2 sports complexes, and a community pool.⁶⁹ The Town maintains 5 parks, 1 dog park, and 1 sports complex.⁷⁰ Town residents have access to the County's public recreational facilities. The future residents would have the same access to both the County and Town's facilities. In addition, the Town recently completed construction of the Warrenton Aquatic and Recreation Facility (the "WARF").⁷¹

I. Library Facilities.

The County maintains the library facilities, and both the County and Town residents enjoy access to the library facilities. There are 3 libraries located in the County the Warrenton Library, the Bealeton Library, and the Marshall Library with 1 library kiosk located in Vint Hill where residents can check out and return books.⁷² The development of the proposed annexation area will not have an effect on library facilities. Future residents would have access to the County library facilities since both Town and County residents can use the facilities.

J. Curbs, Gutters. And Sidewalks.

All major internal roads are intended to be public streets, maintained by the Virginia Department of Transportation or the Town, whichever has jurisdiction thereof.⁷³ This would not include those private streets (alleys) that will serve as

⁶⁸ Town of Warrenton, Virginia, Fiscal Year 2022-2023 Adopted Budget, <https://bit.ly/4aP6sC2>.

⁶⁹ Fauquier County, Virginia, Parks, 7, <https://bit.ly/3Uvwa99>; Fauquier County, Virginia, Community Centers, <https://bit.ly/3Qfw1Ec>.

⁷⁰ Town of Warrenton, Parks & Trails, <https://bit.ly/3UgY6vV>.

⁷¹ Town of Warrenton, Warrenton Aquatic & recreation Facility (WARF), <https://bit.ly/4b2uhq4>.

⁷² Fauquier Public Library, Locations & Hours, <https://bit.ly/4bbcQn3>.

⁷³ Fauquier County, *Fiscal Year 2023 Adopted Budget*, <https://bit.ly/47vD3vm>.

access to garages constructed on certain residential dwelling lots within the PRD Area. The roads and streets are depicted on the Concept Development Plan in Exhibit C. Private streets will be maintained by the developer until it has turned over control of common areas (including these private streets) to the property owners' association.

All roads will be built with curb, gutter, and sidewalks. Alleys will not.

The Town's Public Works Department is responsible for maintaining 93.47 lane miles of roadway and right-of-way, a significant number of public sidewalks, 10 traffic signals, and 15.5 miles of storm sewers.⁷⁴ Once the public streets in the annexation area have been completed to Town standards and accepted by the Council, they will be maintained by the Town.

K. Storm Drains.

Existing storm drainage in the Annexation area is managed by the Town's Department of Public Works, which enforces the Town's Stormwater Management Regulations. Because the Annexation area itself is undeveloped, there are as yet no stormwater controls in place. Development will be required to adhere to current requirements. The principal immediate drainageway is Turkey Run, which joins with Cedar Run, which ultimately flows into the Occoquan River and then to the Potomac.

A specific goal of the Town's 2023 budget is to "[q]uantify street sweeping effectiveness and storm drain cleaning for MS4 nutrient reduction credit."

L. Street Lighting.

The proffered conditions to the Rezoning provide that the property owners' association will be responsible for the continuing maintenance a multiplicity of common facilities, among which are the street lights that will be installed throughout the development.

M. Snow Removal.

Fauquier County does not have any County maintained roads and, therefore, does not provide snow removal services. Public roads within the County are transferred to the Virginia Department of Transportation's secondary system of

⁷⁴ Town of Warrenton, VA, Adopted Budget Fiscal Year 2022-2023, 63. <https://bit.ly/4aP6sC2>.

highways for maintenance purposes; this includes snow removal. The following information is relevant to snow removal in the Town of Warrenton.⁷⁵

Item	FY23	FY24	Note
Snow Salaries	\$41,300	\$41,300	Budgeted amount
Salt	\$72,000	\$90,880	Amount encumbered on Morton PO
Plowing Services	\$40,000	\$50,489	FY23 – Amount encumbered on ADC PO FY24 – The Town has not yet issued a PO – the increase was estimated based on the increase in the salt PO
Salt Spreaders	\$68,000	0	

Snow removal in the Town is performed by its Department of Public Works. The Town Budget does not provide a discrete break down of expenditures for this function, but it is included in the summary for Arterial Street Maintenance. The total amount allocated to operations is \$129,300, and \$14,700 has been allocated to personnel, reflecting an amount budgeted for compensation related to snow removal and overtime performed on Arterial Streets.⁷⁶

N. Street Maintenance.

Please see the response to J, above.

O. Schools.

Currently, there are no school-aged children living on the Property as it is undeveloped. When the Property is developed, it will have no more than 270 housing units, and the number of students estimated by the time of buildout is 96. All 96

⁷⁵ This information was provided by Stephanie Miller, the Town of Warrenton Director of Finance in an email dated November 29, 2023.

⁷⁶ This information comes from the town of Warrenton, Virginia, Fiscal Year 2024 Adopted Budget.

students can be assumed to use the public school system although, of course, some may attend private schools or prefer home schooling. Because the community will be comprised of both single-family homes and townhouses, the student generation estimates will differ.

P. Housing.

At present there are approximately 4,373 houses in the Town. The United States Census Bureau reports that in 2022 the Median Property Value of owner-occupied homes was \$421,000.⁷⁷

There are roughly 28,633 homes in Fauquier as of July 1, 2022.⁷⁸ The Census Bureau reports that in 2022 that Median Property Value was \$501,200.

The development of the annexation area will add 270 new homes to the available inventory, and of these 16 will be affordable.

For the purposes of the development of the site, the Proffers define "Affordable Lots" as:

lots upon which single-family attached homes may be constructed and offered for rent, or for sale, to those families or individuals with an imputed household income maximum equal to, or less than, 80% of the Average Median Gross Income ("AMGI") of the Washington, DC Metropolitan Statistical Area ("Washington MSA") as published by HUD for the applicable household size as long as the average of the imputed income limitations for all households owning or renting the homes constructed on the Affordable Lots is equal to, or less than, 60% of AMGI. Notwithstanding the aforesaid, a minimum of two (2) of the single-family attached homes to be constructed on the Affordable Lots shall be offered for rent, or for sale, to those families or individuals with an imputed household income maximum equal to, or less than, 40% of the AMGI of the Washington MSA as published by HUD for the applicable household size.

Q. Public Transportation.

⁷⁷ US Census, Quick Facts, Warrenton, VA, <https://tinyurl.com/4rhs9fr>.

⁷⁸ US Census Quick Facts, Fauquier County, VA, <https://tinyurl.com/yreb36ue>.

Warrenton is served by the Circuit Rider, a function of Virginia Regional Transit, with two Routes, Blue and Gold.⁷⁹ At present the closest stop to the proposed annexation area is located at the Laurel Ridge Community College at 6480 College Street in Warrenton. The County has no public transportation system other than the ability of its residents to participate in the Circuit Rider program.

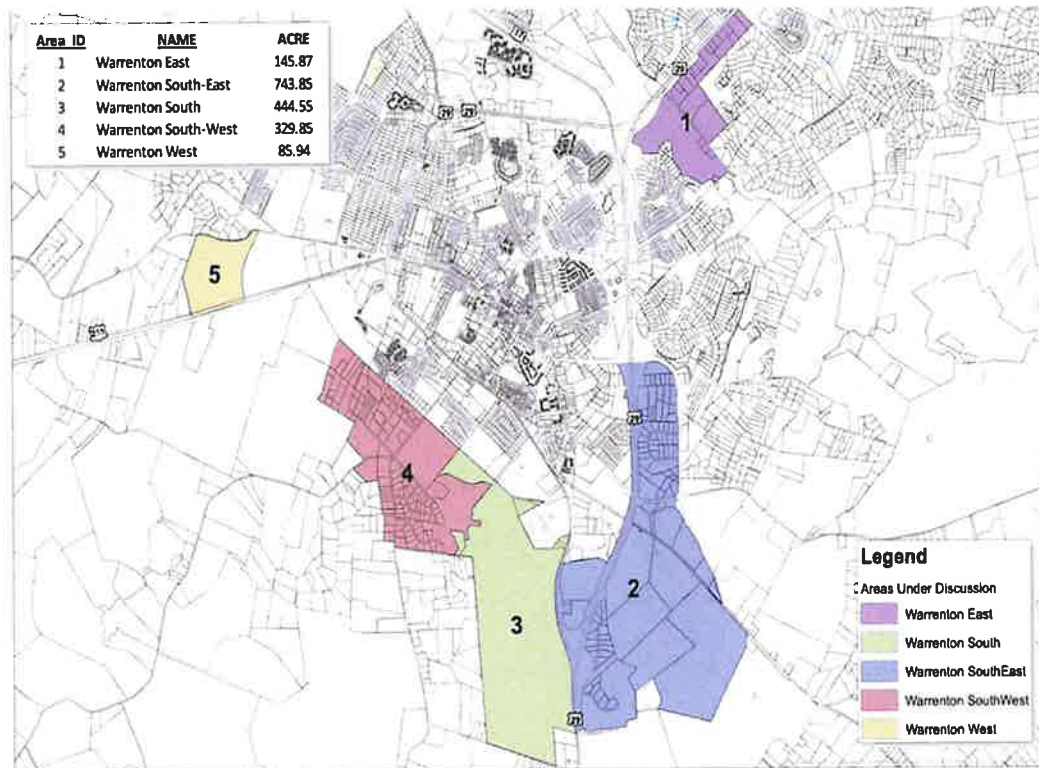
11. Efforts made by the municipality and the county affected by the proposed annexation to comply with applicable state policies with respect to environmental protection, public planning, education, public transportation, housing, and other state service policies promulgated by the General Assembly.

Recognizing that this question principally applies to efforts that are made by the Town and County, the Rezoning included Proffers of compliance with the stringent stormwater management regulations that are currently applicable to development in the Commonwealth, and if the Annexation is approved, the use of public water and sewer systems. The Private Parties will contribute substantial sums to the County school system through the conditional zoning proffer system, schools in which in which the residents of the Town participate. As previously noted, the rezoning was subjected to extensive public planning review and includes 16 townhouse units that are recognized by the County as affordable housing.

12. The community of interest which (i) may exist between the municipality and the area proposed for annexation and its citizens and (ii) may exist between that area and its citizens and the rest of the county; the term "community of interest" may include consideration of natural neighborhoods, natural and manmade boundaries, the similarity of service needs, and economic and social bonds.

The Town is the County seat of Fauquier, where almost all public offices are located for both jurisdictions, and where the courts are to be found. The proposed annexation area has previously been identified by the Town as one of several areas that it would consider for inclusion in the Town's boundaries. It is, however, presently the only such area under active consideration because of the Rezoning and this Petition. The Alwington Farm Parent Tract is the property identified with the number 3.

⁷⁹ Town of Warrenton, VA, Adopted Budget Fiscal Year 2022-2023, 24. <https://bit.ly/4aP6sC2>.



The Farm is immediately adjacent to the Town, and in recent years the Town has approved significant development along Alwington Boulevard, resulting in the construction of both a Home Depot and a Wal-Mart on that road, on property that had been sold to those entities by the Arringtons.

Children who live in the residential neighborhoods already existing to the west and north of the site attend Brumfield Elementary School, Taylor/Warrenton Middle School, and Fauquier High School, as will any students who might live in the homes to be developed on the Property. It is across the street from the Laurel Ridge Community College, Fauquier Campus, to which it is likely that some residents of both the County and Town will attend.

As noted elsewhere, it has already been included in the Joint Planning and Water Service Agreement that makes Town water available indicating that the Town perceives that the area is appropriate for that public utility.

Under the Proffers there will be consequential improvements to the sewer system that will serve the area, and the proposed annexation area is already included

in the Fauquier County Warrenton Service District, those areas of the County in which it anticipates growth in the provision of public utility services.⁸⁰

13. Any arbitrary prior refusal to cooperate by the governing body of the municipality or of the county affected by the proposed annexation, if such has occurred, to enter into cooperative agreements providing for joint activities that would have benefited citizens of both localities.

There has been no arbitrary prior refusal to cooperate in connection with the Rezoning of the area of the proposed annexation. Indeed, the localities previously engaged in extensive discussions about a proposed annexation of the same area in 2007 that ended only when the economy collapsed in 2008. The developer at that time did not renew its interest, and it has only been recently that the current owner (the heir to Mrs. Arrington) and Van Metre Communities have re-initiated the process.

14. The need for the municipality to expand its tax resources, including its real estate and personal property tax base.

There is not a municipality in Virginia the size of Warrenton that could not benefit from an increase in tax revenue. A singular example of this has been mentioned herein, in that it will need to expand its wastewater treatment plant within the next decade, and will very likely require additional monies to cover bond payments, and the additional revenue from growth will be valuable for that purpose.

The Property is currently an undeveloped parcel of land in the County. While the land does not need any further municipal funding because it's undeveloped, the land is not yielding substantial tax revenue for the County either. If the Property is annexed into the Town, then Van Metre will commercially develop the land. The Property's future commercial development will be beneficial for the Town by increasing the Town's real estate and personal property tax base. The revenue from this new tax base will provide additional substantial funds for the Town's maintenance and services.

15. The need of the municipality to obtain land for industrial, commercial, and residential development.

⁸⁰ The Fauquier County Comprehensive Plan says of these Districts that “[s]ince 1967, the underpinning of the Fauquier County planning goal is to concentrate and guide growth into Service Districts. Service Districts are the County’s urban growth areas with more intensive use and density. In order to support and promote growth, adequate public facilities and infrastructure, including public water and sewer, have been planned for the service districts.” Fauquier County Comprehensive Plan, Service District Plan, p. 3, February 8, 2018.

The Town's population in 1990 was 4,882, in 2000 it was 6,536, in 2010 it was 9,611, and in 2023 it was 10,197.⁸¹ In the past 30 years its population has slightly more than doubled. Between 1990 and 2000, 1654 people moved to Town, between 2000 and 2010, 3,785 people did, but between 2010 and 2023 only 586 people have chosen Warrenton as home. In substantial part this is because the Town is largely built out and there has not been significant redevelopment. The inventory of homes is limited, and if the Town seeks to increase its population, then the inclusion of an approved residential community on land that is not yet in the Town, would do so. It is also the case that the Census Bureau reports that the median age in the Town is slightly over 40, and it can be reasonably assumed that at least some of the new purchasers will be younger. Moreover, there will be 25 acres of new commercial land available, and there is little available undeveloped commercial land in the Town today. The land cannot be developed industrially.

Fauquier County is mostly zoned rural agricultural to protect the rural nature of the area, and those efforts maintain the character of the County.⁸² However, the Town's stated goals are to embrace mixed use land development in order to develop and redevelop the area.⁸³ The Town's Comprehensive Plan explains that, "Residents value the charm of their community and seek to enhance it."⁸⁴

The rezoning supports the development of the Town. As the population of the Town increases, the needs of the Town to sustain and expand its development increases as well. Specifically, the Town needs to fund capital improvement projects and residential options to its citizens. The rezoning allows Van Metre to commercially develop the currently undeveloped land. The Property, once it is annexed, will provide a new tax base for the Town. The revenue from the new tax base will be beneficial to the Town by providing necessary funds to improve development. Without this Property, then the Town is forced to use revenue from its existing tax base to maintain development. Not only will the Property itself benefit the Town when it is commercially developed, but it will also generate revenue for the Town to revitalize the area it has targeted for redevelopment in its Comprehensive Plan.

16. The adverse effect on the county affected by the proposed Annexation resulting from the loss of areas suitable and developable for industrial, commercial, or residential use.

⁸¹ These numbers have all been obtained from the United States Census Bureau.

⁸² Fauquier County, 2015 Comprehensive Plan, <https://bit.ly/3U1mHF2> .

⁸³ Plan Warrenton 2040 Comprehensive Plan, <https://bit.ly/441puCC>

⁸⁴ *Id.*

There is no net adverse effect on the County. Warrenton is a Town, the County will lose very little in terms of tax revenue, only a small portion of tax revenue attributable to a commercially developed parcel outside of the Arrington property. The County approved the Rezoning on the Arrington parcel and when that land is developed it will result in a net increase overall of tax assessed value over the total assessed valuation than today. If this annexation occurs, the Town can provide needed services to the property that would allow and facilitate the commercial development of approximately 25 acres of land that would result in substantial additional tax revenue for both the County and Town that would not occur without the boundary line adjustment. These public services are currently not available to this property within the County and not anticipated to be available to the parcel in the foreseeable future. The residential development of the property will cause the County to experience some additional cost in its school system and other services, but that should be largely offset by proffers paid by Van Metre and the additional tax revenue.

17. The adverse effect on the county of the loss of tax resources and public facilities necessary to provide services to those persons in the remaining areas of the county after the proposed annexation.

As noted above, there will be no loss of tax resources to the County after the annexation, since it will continue to tax property in the Town. It will experience an increase in tax revenue from both the residential and commercial development as they are completed.

18. The adverse impact of the proposed annexation on agricultural operations located in the area proposed for annexation.

The land is currently being used agriculturally. The tenant farmer rotates his crop between hay, corn, and soy. The approved Rezoning does not preclude the continued use of the Property for that purpose until development of the land occurs, as a lawful nonconforming use. That portion of the Alwington Farm land that is not to be annexed will remain agriculturally zoned and may continue the practice.

19. The terms and conditions upon which the municipality proposes to annex, its plans for the improvement of the annexed territory during the 10-year period following annexation, including the extension of public utilities and other services, and the means by which the municipality shall finance the improvements and extension of services.

The terms and conditions of the annexation are set out in the Voluntary Settlement Agreement, which incorporates the Proffers, and which binds the development of the property if developed in the County. The Town will incur no expense for public utilities or road construction, and will experience only those costs

that it incurs for all other residents of the Town on an ongoing basis. These new residents, of course, will pay taxes as all existing residents.

The Parties anticipate that if the property is annexed into the Town, the Town will administer the development of the PRD portion of the property per the Rezoning as it has been proffered in the County, so that the land will be developed as it has been approved by Fauquier County, regardless, in which jurisdiction it ultimately lies. If it is brought into the Town then there will be a 25 acre parcel (Land Bay W) zoned to the Town's Commercial zoning classification, and development of that parcel will be administered by the Town planning and zoning staff along with any legislative approvals approved by the Town Council.

20.Data pertinent to a determination of the appropriate financial settlement between the municipality and the affected county as required by § 15.2-3211 of the Code of Virginia and other applicable provisions of the Code of Virginia.

This is not relevant to this Petition, inasmuch as neither jurisdiction will be required to expend any funds to improve any public roads, construct sidewalks, install water mains, sewer lines, garbage disposal systems, or any of the other items that are set forth in Va. Code Ann. § 15.2-3211. All costs of development will be borne with and by the development of the property.

SECTION IV: BEST INTERESTS OF THE COMMONWEALTH

A salient factor prescribed by the Code of Virginia for consideration in annexation issues is the prospective impact of the proposed annexation on the "best interest of the Commonwealth in promoting strong and viable units of government." Continued agricultural use of the Property proposed here is unlikely because the Property has been considered for eventual annexation into the Town. It is in the Commonwealth's best interest to have a property that is prime for development, and slated to be annexed into the Town at some point in time, to develop consistently subject to the Town's requirements, even as modified by it to comport to the rezoning that has been approved by the Board of Supervisors.

Because of that Rezoning, the area proposed for annexation will be the location of future residential and, if included in the Town, commercial development that will provide the Town and County with additional tax resources, and a moderate level of growth. Moreover, the proposed annexation will not have major adverse effect upon the revenues of either the Town or Fauquier County, and would not threaten the future viability of the either. It would result in both jurisdictions being stronger, and that cannot help but benefit the Commonwealth.

SECTION VI: CONCLUSION

Both the Town of Warrenton and Fauquier County believe that this annexation is in the best interests of both jurisdictions, making the Town stronger without weakening the County, and thus serving the near and long term interests of the Commonwealth and they respectfully anticipate the Commission's review, consideration, and any recommendations that it may choose to make.

LIST OF EXHIBITS

- EXHIBIT - A METES & BOUNDS DESCRIPTION OF THE ANNEXATION AREA
- EXHIBIT - B GRAPHIC DEPICTION OF ANNEXATION AREA
- EXHIBIT - C ARRINGTON ANNEXATION PROPERTY REZONING DOCUMENTS
- EXHIBIT - D RESOLUTION OF TOWN COUNCIL
- EXHIBIT - E RESOLUTION OF COUNTY BOARD OF SUPERVISORS
- EXHIBIT - F RESOLUTION BY ALWINGTON FARM, LLC
- EXHIBIT - G RESOLUTION BY ALWINGTON FARM DEVELOPERS, L.L.C.
- EXHIBIT - H RESOLUTION BY VAN METRE COMMUNITIES, LLC
- EXHIBIT - I TRI-PARTY WATER AGREEMENT

EXHIBIT A

Metes and Bounds Description of the proposed annexation line from Fauquier County, Virginia into the Town of Warrenton, Virginia. Prepared by Bowman on April 1, 2024.

BEGINNING AT A POINT LOCATED IN THE WESTERN RIGHT OF WAY OF JAMES MADISON HIGHWAY, SAID POINT ALSO BEING IN THE EASTERN PROPERTY LINE OF ALWINGTON FARM, LLC (GPIN 6983-44-5875-000) AND ALSO A CORNER OF THE EXISTING FAUQUIER COUNTY/TOWN OF WARRENTON BOUNDARY LINE;

THENCE DEPARTING THE EXISTING FAUQUIER COUNTY/TOWN OF WARRENTON BOUNDARY LINE AND RUNNING WITH THE WESTERN RIGHT OF WAY OF JAMES MADISON HIGHWAY AND THE EASTERN LINE OF ALWINGTON FARM, LLC THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

S 31°25'06" W, A DISTANCE OF 72.79 FEET TO A CONCRETE VDOT MONUMENT;

S 13°59'17" W, A DISTANCE OF 51.72 FEET TO A POINT;

S 22°04'13" W, A DISTANCE OF 103.60 FEET TO A POINT;

S 18°34'38" W, A DISTANCE OF 104.43 FEET TO A CONCRETE VDOT MONUMENT FOUND;

S 15°36'32" W, A DISTANCE OF 105.49 FEET TO A POINT;

S 11°00'58" W, A DISTANCE OF 106.24 FEET TO A CONCRETE VDOT MONUMENT FOUND;

S 07°22'30" W, A DISTANCE OF 88.40 FEET TO A POINT;

S 03°07'44" W, A DISTANCE OF 117.67 FEET TO A POINT;

S 00°11'47" E, A DISTANCE OF 100.00 FEET TO A CONCRETE VDOT MONUMENT FOUND;

S 00°46'10" E, A DISTANCE OF 273.66 FEET TO A POINT;

WITH THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2651.48 FEET, WITH A CHORD BEARING OF S 05°00'11" E, AND A CHORD LENGTH OF 391.50 FEET, FOR AN ARC DISTANCE OF 391.86 FEET TO A POINT;

S 04°19'08" E, A DISTANCE OF 52.35 FEET TO A POINT;

S 11°15'54" E, A DISTANCE OF 118.14 FEET TO A POINT;

S 05°37'44" E, A DISTANCE OF 127.56 FEET TO A POINT;

S 17°17'31" E, A DISTANCE OF 382.87 FEET TO A POINT;

S 24°11'01" E, A DISTANCE OF 226.12 FEET TO A POINT;

THENCE DEPARTING THE WESTERN RIGHT OF WAY OF JAMES MADISON HIGHWAY AND THE EASTERN LINE OF ALWINGTON FARM, LLC AND RUNNING ACROSS THE LAND OF ALWINGTON FARM, LLC WITH A PROPOSED ZONING LINE N 84°41'24" W, A DISTANCE OF 1014.57 FEET TO A POINT;

THENCE CONTINUING WITH AN EXISTING ZONING LINE N 84°46'19" W, A DISTANCE OF 1715.84 FEET TO AN IRON PIPE FOUND ON THE EASTERN LINE OF THE PROPERTY OF LORETTA FLYNN (GPIN 6983-24-9581-000), SAID POINT ALSO BEING ALONG THE WESTERN PROPERTY LINE OF THE ALWINGTON FARM, LLC;

THENCE RUNNING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC N 04°41'49" W, A DISTANCE OF 2228.67 FEET TO AN IRON PIPE FOUND AT THE NORTHEASTERN CORNER OF THE PROPERTY OF THOMAS KEITH BAKER (GPIN 6983-26-9461-000);

THENCE CONTINUING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND THE NORTHERN RIGHT OF WAY OF LEETON COURT N 82°41'00" W, A DISTANCE OF 387.28 FEET TO A POINT AT THE SOUTHEASTERN CORNER OF LOT 1 OF ALWINGTON ESTATES, LLC (GPIN 6983-27-7006-000);

THENCE DEPARTING THE NORTHERN RIGHT OF WAY OF LEETON COURT, CONTINUING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND RUNNING WITH THE EASTERN LINE OF LOT 1 OF ALWINGTON ESTATES, LLC THE FOLLOWING THREE (3) COURSES AND DISTANCES:

N 07°19'00" E, A DISTANCE OF 60.00 FEET TO A POINT;

N 44°42'38" E, A DISTANCE OF 248.17 FEET TO AN IRON PIPE FOUND;

N 09°04'10" W, A DISTANCE OF 163.68 FEET TO A POINT, SAID ALSO BEING THE SOUTHEASTERN CORNER OF ALWINGTON ESTATES, LLC (PIN 6983-28-8269);

THENCE DEPARTING THE EASTERN LINE OF LOT 1 OF ALWINGTON ESTATES, LLC, CONTINUING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND RUNNING WITH THE EASTERN LINE OF ALWINGTON ESTATES, LLC THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

N 57°28'59" E, A DISTANCE OF 59.66 FEET TO A POINT;

N 82°20'22" E, A DISTANCE OF 85.23 FEET TO A POINT;

N 20°54'31" W, A DISTANCE OF 205.75 FEET TO A POINT;

N 19°48'23" E, A DISTANCE OF 195.15 FEET TO A POINT;

N 88°31'08" E, A DISTANCE OF 188.95 FEET TO A POINT;

THENCE DEPARTING THE EASTERN LINE OF ALWINGTON ESTATES, LLC, DEPARTING THE WESTERN LINE OF ALWINGTON FARM, LLC, AND RUNNING ACROSS THE PROPERTY OF ALWINGTON ESTATES, LLC WITH A PROPOSED ZONING LINE N 04°04'55" W 136.14' TO A POINT LOCATED IN THE EASTERN LINE OF ALWINGTON ESTATES, LLC AND IN THE WESTERN LINE OF ALWINGTON FARM, LLC;

THENCE DEPARTING THE PROPOSED ZONING LINE AND RUNNING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND WITH THE EASTERN LINE OF ALWINGTON ESTATES, LLC THE FOLLOWING SIX (6) COURSES AND DISTANCES:

S 88°31'08" W, A DISTANCE OF 21.49 FEET TO A POINT;

N 01°28'52" W, A DISTANCE OF 26.41 FEET TO A POINT;

N 76°23'49" W, A DISTANCE OF 91.85 FEET TO A POINT;

N 19°48'23" E, A DISTANCE OF 141.22 FEET TO A POINT;

N 00°32'50" E, A DISTANCE OF 172.37 FEET TO A POINT;

N 43°33'20" E, A DISTANCE OF 519.91 FEET TO A POINT;

THENCE DEPARTING THE EASTERN LINE OF ALWINGTON ESTATES, LLC, DEPARTING THE WESTERN LINE OF ALWINGTON FARM, LLC, AND RUNNING ACROSS THE PROPERTY OF ALWINGTON ESTATES, LLC WITH THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 630.00 FEET, WITH A CHORD BEARING OF N 34°14'10" W, AND A CHORD LENGTH OF 328.54 FEET, FOR AN ARC DISTANCE OF 388.67 FEET TO A POINT TO A POINT LOCATED IN THE EASTERN LINE OF ALWINGTON ESTATES, LLC AND IN THE NORTHERN LINE OF ALWINGTON FARM, LLC;

THENCE RUNNING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND WITH THE NORTHERN LINE OF ALWINGTON ESTATES, LLC THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

WITH THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 600.00 FEET, WITH A CHORD BEARING OF N 88°01'06" W, AND A CHORD LENGTH OF 464.02 FEET, FOR AN ARC DISTANCE OF 476.44 FEET TO A POINT;

N 65°16'11" W, A DISTANCE OF 573.23 FEET TO A POINT;

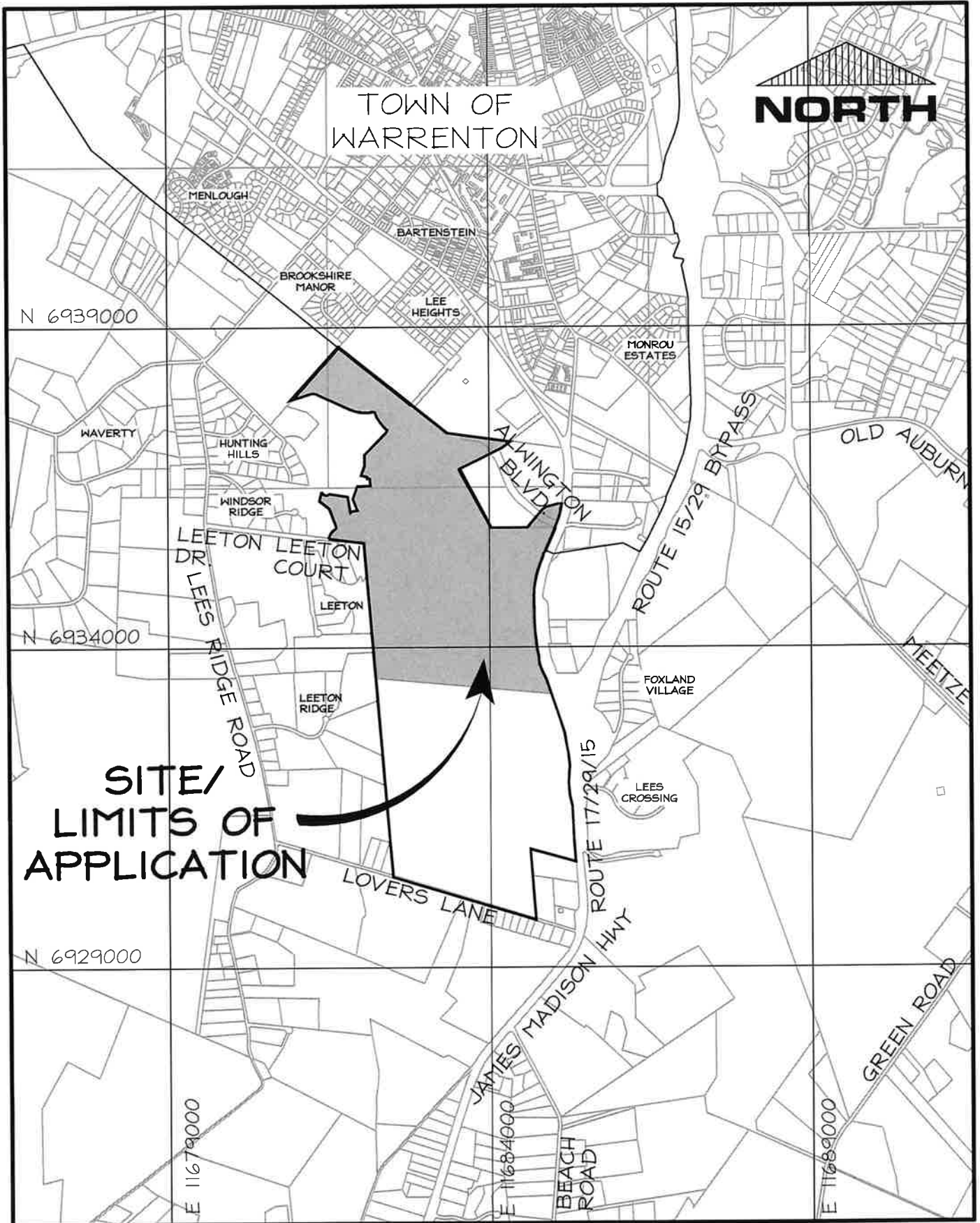
WITH THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 100.00 FEET, WITH A CHORD BEARING OF N 86°08'41" W, AND A CHORD LENGTH OF 71.27 FEET, FOR AN ARC DISTANCE OF 72.87 FEET TO A POINT;

S 72°58'49" W, A DISTANCE OF 301.64 FEET TO A POINT, SAID POINT BEING A NORTHWESTERN CORNER OF ALWINGTON ESTATES, LLC, AND ALSO IN THE EASTERN LINE OF HEIDI CROMWELL (GPIN 6983-19-5491);

THENCE DEPARTING THE NORTHERN LINE OF ALWINGTON ESTATES, LLC AND RUNNING WITH THE EASTERN LINE OF HEIDI CROMWELL AND THE WESTERN LINE OF ALWINGTON FARM, LLC N 41°53'27" E, A DISTANCE OF 480.15 FEET TO AN IRON ROD FOUND;

THENCE CONTINUING WITH THE EASTERN LINE OF HEIDI CROMWELL AND WITH THE WESTERN LINE OF ALWINGTON FARM, LLC, N 42°08'57" E, A DISTANCE OF 586.33 FEET TO IRON PIPE FOUND, SAID IRON PIPE BEING THE NORTHEASTERN CORNER OF HEIDI CROMWELL AND ALSO THE NORTHWESTERN CORNER OF ALWINGTON FARM, LLC AND ALSO A CORNER OF THE EXISTING FAUQUIER COUNTY/TOWN OF WARRENTON BOUNDARY LINE.

EXHIBIT B



VICINITY AND CONTEXT MAP

SCALE: 1" = 2000'

EXHIBIT C

ARRINGTON

Proffer Statement

Rezoning Case # REZN-22-017978

December 19, 2022

Revised through October 20, 2023

CURRENT ZONING: PRD (Planned Residential District) and RA (Rural Agricultural)

PROPOSED ZONING: RA to PRD (Planned Residential District); and Existing PRD (Planned Residential District) to PRD (Planned Residential District) and Town of Warrenton Commercial (Alternative A and B Only) with Revised Proffers

PROPERTY: Portion of PIN 6983-44-5875-000

ACREAGE: 234.0877 in the Marshall Magisterial District

RECORD OWNER: Alwington Farm, LLC

APPLICANTS: Alwington Farm Developers, LLC
Van Metre Communities, L.L.C.

Alwington Farm, L.L.C., as the owner of the approximately 234.08765 acre portion of the Arrington property subject of this application identified on Exhibit A and shown on the Zoning Plat (as defined below) as the Application Property (the "Property"), on behalf of itself and its successors in interest (the "Owner"), pursuant to § 15.2-2298 of the Code of Virginia (1950), as amended, and the Fauquier County Zoning Ordinance, as amended (the "Zoning Ordinance"), hereby voluntarily proffers that upon approval of Rezoning Application REZN-22-017978 by the Fauquier County Board of Supervisors (the "County"), development of the Property shall be in substantial conformance (as defined in § 13-202(2)(D)(5) of the Zoning Ordinance) with the Concept Development Plan and Code Of Development (each as defined below) and attached hereto as Exhibit B and Exhibit C, respectively, as well as this Proffer Statement (the "Proffers").

These Proffers shall govern unless an amendment thereto is mutually agreed upon by the County and the Owner. Each Proffer listed herein and made in connection with this application for rezoning is made voluntarily and complies with applicable law. Each proffer is reasonably related both in nature and extent to the impacts of the proposed development pursuant to § 15.2-2303.4(D) of the Code of Virginia (1950), as amended. The County, nor any agent of the County, has suggested or demanded a proffer that is unreasonable under applicable law.

Upon approval, these Proffers shall supersede all other Proffers that may have been made prior hereto with respect to the Property, or any portion of the parcel identified on the Fauquier County, Virginia, Land Records as Parcel Identification Number (PIN) 6983-44-5875-000 containing approximately 431.19759 acres (the "Parent Tract"), including, but not limited to, those Proffers set forth in the Proffer Statement last dated October 30, 2015, and approved by the County with rezoning application REZN-15-003477 on November 12, 2015 (the "Prior Proffers").

In the event the above referenced rezoning is not granted, these Proffers shall be deemed withdrawn and shall be null and void. In the event an appeal is considered by a court of competent jurisdiction and the application is thereafter remanded to the Board of Supervisors (the "Board") for reconsideration, or the rezoning is invalidated by that court, then these Proffers shall be deemed withdrawn unless the Owner affirmatively readopts all or any portion in writing specifically for that purpose. The headings of the Proffers set forth below have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of the Proffers.

1. DEVELOPMENT PLANNING DOCUMENTS:

- A. All improvements proffered herein to be constructed or otherwise provided for by the Owner shall be provided at the time of development for that portion of the Property immediately adjacent thereto or including the improvement or other proffered requirement, unless otherwise specified herein or in the Code of Development as that term is defined below.
- B. The term "Owner" as referenced herein shall include the current owner of the Property and all future owners, heirs, assigns, and successors in interest.
- C. When used in these Proffers, the Concept Development Plan shall refer to Sheets 1, 2, 2A, 6, 7, 7A, 7B, 8, 8A, 8B, 9, 10, 15, 15A, and 15B of the plan set entitled "ARRINGTON, CONCEPT DEVELOPMENT PLAN, PLANNED RESIDENTIAL DEVELOPMENT PLAN, REZONING APPLICATION, MARSHALL MAGISTERIAL DISTRICT, FAUQUIER COUNTY, VIRGINIA" prepared by Bowman Consulting Group, Ltd. and dated July 18, 2022 with revisions through October 20, 2023, (the "CDP"); and the Code of Development (the "COD") shall refer to the document entitled "ARRINGTON CODE OF DEVELOPMENT" prepared by Bowman Consulting Group, Ltd. and dated October 20, 2023.
- D. When used in these Proffers, the Zoning Plat shall refer to the "CERTIFIED ZONING PLAT" included as Sheets 16 and 17 of the plan set entitled "ARRINGTON, CONCEPT DEVELOPMENT PLAN, PLANNED RESIDENTIAL DEVELOPMENT PLAN, REZONING APPLICATION, MARSHALL MAGISTERIAL DISTRICT, FAUQUIER COUNTY, VIRGINIA" prepared by Bowman Consulting Group, Ltd., said sheets dated June 3, 2022, and signed September 25, 2023 (the "Zoning Plat").
- E. The Property shall be developed using traditional neighborhood design principles and shall incorporate a variety of architectural styles, building forms, lot

categories and types, and design standards as set forth in the COD. The COD is hereby incorporated herein by reference and is made a part of this Proffer Statement.

- F. Minor adjustments to the CDP and the COD may be made in connection with the review and approval of the Code of Development Site Plan (as such site plan is defined in Article 12, Part 8 of the Zoning Ordinance), and upon any further final engineering, subdivision plats and plans for the Property, and any associated construction documents that may be required. These minor adjustments may include, but are not limited to, modifications to road locations; open space boundaries; utility lines as necessary to accommodate topography and drainage, vehicular or pedestrian circulation; aesthetic considerations; or regulatory requirements. Such modifications shall be subject to approval by the Fauquier County Zoning Administrator in accordance with the parameters set forth in this Proffer Statement and the CDP, COD, and Zoning Ordinance. Modifications that are determined to be inconsistent with those parameters shall require amendment to this Rezoning.

2. THE PROPERTY ZONING UPON APPROVAL OF REZN-22-01798:

- A. Under the Base Zoning (as defined in Proffer 4.A.(i) below), that portion of the Property comprising 206.43 acres as shown on the Zoning Plat shall be rezoned from PRD (as previously approved under REZN-15-003477), to PRD subject to these revised Proffers.
- B. Under Alternative A (as defined in Proffer 4.A.(ii) below) or Alternative B (as defined in Proffer 4.A.(iii) below), that portion of the Property comprising 181.43 acres as shown on the Zoning Plat shall be rezoned from PRD (as previously approved under REZN-15-003477), to PRD subject to these Proffers.
- C. Under Alternative A or Alternative B, that portion of the Property comprising 25.00 acres as shown on the Zoning Plat as "Land Bay W" shall be rezoned from PRD (as previously approved under REZN-15-003477), and developed in accordance with the regulations of the Town of Warrenton (the "Town") Commercial (C) Zoning District assigned to said Land Bay, but only in the event the municipal boundary between the County and the Town is adjusted through a Boundary Line Adjustment process or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, and the Property is subsequently located within the corporate limits of the Town.
- D. The remaining portion of the Property comprising 27.66 acres as shown on the Zoning Plat shall be rezoned from RA (as previously approved under REZN-15-003477) to PRD as applied for, subject to these Proffers.
- E. The portions of the Property rezoned to PRD shall be collectively referred to herein as the "PRD Area".

3. CODE OF DEVELOPMENT:

- A. The COD sets forth design standards and guidelines for the PRD Area and shall be binding on the development thereof. It shall govern all residential, common open space,

and other construction within the PRD Area as set forth therein. Notwithstanding anything to the contrary herein, however, or in the COD, photographs included in the COD (as distinguished from drawings and graphics) are illustrative in nature and are included solely to provide a visual reference for what may be built on the Property pursuant to the COD and shall not be binding. Further, the “Open Space & Amenities” graphics shown in the COD are preliminary and conceptual and actual layouts may vary. The final design of each open space and/or amenity area will adhere generally to the associated descriptions and provide, as a minimum, the facilities/features listed. In the event of any discrepancy between the COD and this Proffer Statement, this Proffer Statement shall control.

- B. Deviations from the requirements of the COD will be permitted only in accordance with the standards set forth in the COD, and in this Proffer Statement.

4. LAND USE:

- A. The CDP and COD provide for three (3) alternatives for the development of Arrington (the “Project”), depending on the availability of public water and sewer, as well as whether the Property is ultimately included within the corporate boundaries of the Town under a Boundary Line Adjustment Agreement or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, and availability of off-site right-of-way and easements needed for the construction of Alwington Boulevard as provided herein. The three (3) alternatives are as follows:

- (i) Base Zoning. The maximum base residential density option for the Property shall be 217 single-family detached Market-Rate Lots (as such term is defined below) served by (a) public water pursuant to the existing Joint Planning and Water Service Agreement of November 1, 2015, by and between the Town, the County, and Alwington Farm Developers, LLC, (the “Joint Planning and Water Service Agreement”); and (b) sewer services using (1) an alternative onsite sewage system and associated primary and reserve dispersal fields to be constructed on the Property, or (2) at the sole option of Owner, connection to public sanitary sewer, if available (the “Base Zoning”).
- (ii) Alternative A. In the event (a) adequate public water and sanitary sewer service are available from the Town to serve the proposed development of the Property, and (b) the municipal boundary between the County and the Town is adjusted through a Boundary Line Adjustment process or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, and the Property is subsequently located within the corporate limits of the Town, the PRD Area shall consist of a maximum residential density of 211 lots comprised of 195 Market-Rate Lots (144 single-family detached lots and 51 single-family attached lots) and 16 single family attached Affordable Lots (as defined below), and a commercial component consisting of an eating establishment with a gross floor area no greater than 8,000 square feet and a hotel (inn) with a maximum of fifteen (15) sleeping rooms; and Land Bay W shall be developed in accordance with the regulations of the Town’s Commercial (C) Zoning District assigned to said Land Bay (“Alternative A”).

(iii) Alternative B. In the event (a) the municipal boundary between the County and the Town is adjusted through a Boundary Line Adjustment process or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, and the Property is subsequently located within the corporate limits of the Town; and (b) the right-of-way dedication and associated easements required for the northerly extension of Alwington Boulevard through the parcel containing 50.0094 acres identified on County Tax Maps as PIN 6983-28-8269-000, and located at 8209 Leighton Forest Road, Fauquier County, Warrenton, Virginia, 20187, have been obtained at no cost to the County, Town, or Owner, and (c) adequate public water and sewer services are available from the Town to serve the development of the Property, the PRD Area shall consist of a maximum residential density of 270 lots comprised of 254 Market-Rate Lots (161 single-family detached lots and 93 single-family attached lots), and 16 single family attached Affordable Lots, as well as a commercial component consisting of an eating establishment with a gross floor area no greater than 8,000 square feet and a hotel (inn) with a maximum of fifteen (15) sleeping rooms; and Land Bay W shall be developed in accordance with the regulations of the Town's Commercial (C) Zoning District assigned to said Land Bay ("Alternative B").

B. The term "Affordable Lots" shall be defined as lots upon which single-family attached homes may be constructed and offered for rent, or for sale, to those families or individuals with an imputed household income maximum equal to, or less than, 80% of the Average Median Gross Income ("AMGI") of the Washington, DC Metropolitan Statistical Area ("Washington MSA") as published by HUD for the applicable household size as long as the average of the imputed income limitations for all households owning or renting the homes constructed on the Affordable Lots is equal to, or less than, 60% of AMGI. Notwithstanding the aforesaid, a minimum of two (2) of the single-family attached homes to be constructed on the Affordable Lots shall be offered for rent, or for sale, to those families or individuals with an imputed household income maximum equal to, or less than, 40% of the AMGI of the Washington MSA as published by HUD for the applicable household size.

C. The term "Market-Rate Lots" shall be defined as lots upon which single-family attached or single-family detached homes may be constructed and offered for rent, or for sale, without any income or age restrictions.

D. The Owner shall retain the existing farm pond; healthy, mature trees; and existing hedgerows on the Property in all of the potential alternatives except where home sites, roads, utilities, and drainfields are planned. In addition, proposed trail locations shall avoid existing landscape material greater than four inches (4") in diameter measured two feet (2') above the ground surface.

5. SUSTAINABLE AND AGE-FRIENDLY COMMUNITY DESIGN ELEMENTS:

A. Community Design. Development of the PRD Area shall include community design elements which support age-friendly and sustainable housing opportunities for all demographics as detailed below.

- B. Green Building Practices. All residential dwelling units to be constructed within the PRD Area shall be designed to meet either (a) the certification requirements under one of the following programs, or (b) an alternative third-party program which includes standards and certification demonstrating that such program achieves the substantive intent of the programs identified below. Any alternative third-party program shall be selected by the Owner in consultation with the Zoning Administrator.
- (i) ENERGY STAR®. Certification in accordance with the National Green Building Standard using the ENERGY STAR® Qualified Homes path for energy performance, as demonstrated through documentation submitted to the County from a home energy rater certified through the Home Innovation Research Labs that demonstrates that each residential dwelling unit constructed within the PRD Area has attained the certification prior to the issuance of the occupancy permit for said residential dwelling unit;
 - (ii) Earth Craft. Certification in accordance with the Earth Craft House Program, as demonstrated through documentation provided to the County prior to the issuance of the occupancy permit for each residential dwelling unit constructed within the PRD Area; or
 - (iii) NAHB National Green Building Program. Certification in accordance with the National Association of Home Builders (NAHB) National Green Building Program, Bronze level, as demonstrated through submission of a copy of the “Green Certificate” issued by NAHB in accordance with its “Green Certificate Program” prior to issuance of the occupancy permit for each residential dwelling unit constructed within the PRD Area.
- C. Universal Design Elements. The Owner shall require all builders of single family detached residential dwelling units constructed on Market-Rate Lots and all builders of single family attached residential dwelling units constructed on Affordable Lots to include the following universal design features as standard features:
- (i) Front entrance doors that are a minimum of 36" wide;
 - (ii) Rocker light switches, thermostats, and other environmental and security controls (if any) installed in accessible locations and at a maximum height of 48" above finished floor;
 - (iii) Electrical and multi-media outlets installed at a minimum height of 18" above finished floor;
 - (iv) Reinforcements provided in the walls of one bathroom, at a minimum, to allow for the installation of grab bars;
 - (v) Shower pan in one bathroom, at a minimum, with maximum curb height of 4.5";
 - (vi) Elevated (comfort height) toilets; and
 - (vii) Lever door handles on all hinged doors.

Prior to the approval of the zoning permit for each of the aforesaid residential dwelling units, the Owner shall submit architectural elevations and floor plans for such

residential dwelling unit to the Zoning Administrator and specifically identify each of the universal design features listed above to demonstrate compliance with the foregoing proffer.

- D. Age-Friendly Bedroom and Bathroom. A first-floor bedroom and bathroom shall be included in the floor plans of a minimum of twenty five percent (25%) of the single family detached homes constructed on Market-Rate Lots. Each application for a building permit for the construction of a single family detached residential dwelling unit on a Market-Rate Lot shall include a tabulation of the number of single family detached residential dwelling units for which building permits have been issued and the number of such units that included a first-floor bedroom and bathroom in its floor plan. Building permits for no more than seventy five percent (75%) of the single family detached homes to be constructed on Market-Rate lots shall be approved unless the aforesaid tabulation shows that building permits have been issued for the construction of single family detached residential dwelling units which included a first-floor bedroom and bathroom in the floor plans for a minimum of twenty five (25%) of the single family detached homes constructed on Market-Rate Lots to demonstrate compliance with the aforesaid.
- E. Central Hamlet Community Green. The age-friendly amenities to be constructed in Block 4 of the Central Hamlet as shown on Sheets 7, 7A, and 7B of the CDP and designated as “CENTRAL HAMLET COMMUNITY CENTER & COMMUNITY GREEN” in the COD shall include a community center with fitness facility (minimum of 2,000 gross square feet of floor area), outdoor swimming pool (minimum of 800 square feet of water surface area), one tot lot, and two multi-purpose courts, along with a storm water management pond (all subject to final engineering), trail, community green, and amenity parking area (the “Age-Friendly Block 4 Amenities”). The Age-Friendly Block 4 Amenities shall be shown on the Code of Development Site Plan for Phase 1 of the Central Hamlet and, upon approval, shall be bonded and installed concurrently with the site improvements shown on such plan, but in no event later than issuance of the 100th cumulative occupancy permit for residential dwelling units constructed on Market-Rate Lots. Such amenities shall be maintained by the Arrington Conservancy.
- F. Other Community Amenities. The Owner shall construct the onsite open space amenities and trails as shown on the CDP and COD in phases, concurrently with construction of the infrastructure adjoining each amenity. Final design for such amenities will take place as part of the Code of Development Site Plan prepared for each hamlet. Such amenities shall be maintained by the Arrington Conservancy.
- G. Trails Outside Public Right-Of-Ways. All trails not located within a public right-of-way shall be located within a public access easement with a minimum width of fifteen feet (15’) and shall be maintained by the Arrington Conservancy.
6. RESIDENTIAL PHASING:
- A. The Project consists of multiple distinct hamlets and blocks within each hamlet. A

phasing plan is provided as part of the COD. Hamlets may be phased in any order and multiple hamlets may be developed together, so long as no more than 100 residential occupancy permits are issued in any one calendar year.

7. CREATION OF PROPERTY OWNERS' ASSOCIATION:

- A. An Arrington Conservancy (“Conservancy”) shall be created as the property owners’ association for all residential lot owners within the PRD Area. The Conservancy documents shall include all duties and responsibilities as set forth in these proffers or as otherwise may be assigned by the declarant. Such Conservancy shall have title to and responsibility for (i) common open space and landscape easement areas not dedicated to public use in accordance with these Proffers, and (ii) common buffer areas located outside of residential lots. The Conservancy shall also have responsibility for the perpetual maintenance of (i) any entrance feature (subdivision) signs and fencing, and perimeter or road buffers; (ii) any trails, walkways, trees and landscaping located in common open space areas; (iii) trees located within the street tree easement(s) or within the public right of way to the extent permitted by the governing body, (iv) street lights, trails, and sidewalks in the public right of way or in public access easements adjacent to public rights of ways; (v) private streets and alleys, and (vii) all community facilities, including, but not limited to buildings and other structures, swimming pool, tot lots, and multi-purpose courts, located within the common open space areas.
- B. The Conservancy shall be granted such other responsibilities, duties, and powers as are customary for such property owner associations, or as may be required to effect the purposes for which such Conservancy is created. It shall also be granted sufficient powers as may be necessary, by regular or special levies or assessments, to raise revenues sufficient to perform the duties assigned hereby, or by the documents creating the Conservancy.
- C. The Owner may elect to establish more than one Conservancy within the PRD Area, in which case an umbrella organization or master association shall be established whereby costs of and responsibility for maintenance of all open spaces and stormwater management facilities are shared by all residential lot owners within the PRD Area.
- D. The Conservancy documents shall prohibit (i) conversion of garages constructed on the residential lots to living area or any other use that precludes the storage of vehicles within such garages; and (ii) parking of recreational vehicles on residential lots within the PRD Area, the common open space areas, and the public streets fronting such residential lots. Recreational vehicles shall include, but not be limited to, boats, trailers, and campers.
- E. The Conservancy documents shall include provisions assuring that common open space and facilities for common use are made available to all residents.
- F. In the event a private alternative onsite sewage system and associated primary and reserve dispersal fields are constructed to serve the residential lots within the PRD Area, the Conservancy documents shall (i) include a disclosure of the existence of such facilities as well as all fees to be paid by resident members of the Conservancy

associated with its operation and maintenance as required by Virginia law, and (ii) contain a statement that neither the Town nor County are responsible for the operation or maintenance of these facilities.

8. WATER AND SEWER:

- A. The Base Zoning option with a residential density of 217 Market-Rate Lots will be served by public water in accordance with the existing Town/County Joint Planning and Water Service Agreement, and will be served by (i) a privately maintained Alternative On-Site Sewage System (“AOSS”) and discharge dispersal fields as set forth in Paragraph 17 of these Proffers, all at the Owner’s expense, or (ii) at the sole option of Owner connection to public sanitary sewer, if available.
- B. In the event the municipal boundary between the County and the Town is adjusted through a Boundary Line Adjustment process or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia and the Property is subsequently located within the corporate limits of the Town, and adequate public water and sanitary sewer services are available from the Town to serve the proposed development of the Property, development of the Property may proceed under Alternative A, or Alternative B if the right-of-way dedication and associated easements required for the northerly extension of Alwington Boulevard through the parcel containing 50.0094 acres identified on County Tax Maps as PIN 6983-28-8269-000 is obtained, with public water and sewer service provided by the Town.
- C. The Owner shall offer to the County, at no expense to the County, the two existing wells on the Property shown on Sheet 6 of the CDP and labeled “EX. WELL (TO REMAIN FOR MONITORING USE)” for use as part of the County’s ground water monitoring program if such program does not include any additional above-grade devices or improvements to said wells. In the event the County does not accept one or both offered wells, such well, or wells, may be used by the Conservancy for irrigation purposes. Otherwise, such well, or wells, shall be abandoned in accordance with applicable standards and regulations.
- D. The owner shall offer to the Town, at no expense to the Town, the existing well on the Property shown on Sheet 6 of the CDP and labeled “PROP. PUBLIC WELL (FOR FUTURE TOWN USE)”. In the event the Town does not accept the offered well, such well may be used by the Conservancy for irrigation purposes. Otherwise, such well shall be abandoned in accordance with applicable standards and regulations.

9. PARKS AND RECREATION:

- A. The Owner shall contribute to the County a one-time cash contribution in the amount of \$804.63, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support improvements to existing public park facilities and construction of new public park facilities within the County as identified in the Fauquier County Budget and Capital Improvement Program. The escalation adjustment, if any, shall be provided by the County to the

Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.

- B. Off-Site Easement Reservation for Future Linear Park and Trail. The Owner, being the current owner of the portion of the Parent Tract that is not subject to REZN-22-017978 (the "Residual Property"), shall provide a letter of agreement addressed to the County acknowledging that the Owner will refrain from constructing improvements or conducting any other activities or granting any easements on the Residual Property that would impact, be inconsistent with, or interfere with the general alignment of an easement for a future linear park and trail to be constructed by others on the Residual Property. The general location of such easement is shown on Sheet 6 of the CDP and noted as "EASEMENT RESERVATION (50' WIDE) FOR FUTURE LINEAR PARK AND TRAIL (TO BE CONSTRUCTED BY OTHERS)" (the "Easement Reservation for Future Linear Park and Trail"). The aforesaid letter of agreement shall be provided to the County prior to approval of the first Code of Development Site Plan for the Property and include the Residual Property landowner's agreement to the recordation of the Easement Reservation for Future Linear Park and Trail at the request of the County upon the County's finalization of the alignment on the Residual Property. The Owner, being the current Residual Property landowner also, acknowledges its continuing obligation to protect and preserve its ability to provide such reservation.

10. LANDSCAPE AND CONSERVATION:

- A. The Arrington COD provides for the protection of certain existing trees and vegetation and for the installation of additional trees and plant material. The Owner shall incorporate covenants into the Conservancy documents that provide for the continuing protection of preserved or installed vegetation and trees for buffer areas, street trees, and open spaces. The Conservancy documents shall insure that appropriate plant materials as identified in the COD are used for landscaping of street and open spaces and shall provide standards for the maintenance of all landscaping. The Owner may install utilities and utility crossings through open spaces and landscaped areas, provided that the required landscaping standards are implemented and that the open space requirements of the COD are satisfied.
- B. In recognition of the time required for trees to attain maturity, existing stands of trees and hedgerows are incorporated into development plans whenever possible, and efforts shall be made for the protection of these existing stands to the fullest extent possible. Such protection shall be shown on the Code of Development Site Plan.
- C. No wetlands, floodplain, or archaeological site considered to be potentially eligible for nomination for inclusion in the National Register of Historic Places shall be located on any residential lot.
- D. The Owner shall assure that the design, construction, and maintenance of all stormwater management facilities shall adhere to the current requirements set forth in the Stormwater Management/Erosion and Sediment Control Ordinance (Chapter 11

of the County Code) and Chapter 2 of the County Design Standards Manual (DSM). Virginia Stormwater Management Authority Permits will be issued by the County and General VPDES Permits for Discharges of Stormwater from Construction Activities will be issued by the Virginia Department of Environmental Quality. Drainage easements, where necessary, shall be placed on the final plat.

- E. Signage related to the history of the property shall be placed near archaeological site 44FQ0205 (determined to be potentially eligible for inclusion in the National Register of Historic Places) as part of the development for the Project. Signage shall be coordinated with the County's historic preservation planner prior to installation. In addition, archaeological site 44FQ0206 shall be permanently protected as it has also been determined to be significant and potentially eligible for inclusion in the National Register of Historic Places. Archaeological site 44FQ0206 shall have a 25 foot (25') wide undisturbed buffer placed around the perimeter of the site as shown on the CDP.
- F. The Owner shall supplement the existing vegetation behind lots 37-42 and 198-206 with additional plant materials located within a buffer twenty feet (20") in width. Plantings shall be spaced in a natural, random, pattern, and consist of materials native to the area. The planting shall occur at or before the time of infrastructure construction related to the development of each of the adjacent hamlets and shall count towards overall tree cover calculations for the PRD Area.

Lots 37-42 (approximately 600 LF Buffer) -- Additional plantings:

18 Canopy

18 Evergreen

Lots 198-206 (approximately 800 LF Buffer) -- Additional plantings:

24 Canopy

24 Evergreen

- 11. INTENTIONALLY DELETED: (This category of previously proffered improvement is no longer within the definition of "public facility improvement" under § 15.2-2303.4. of the Code of Virginia.)

- 12. EMERGENCY SERVICES:

- A. The Owner shall contribute to the County a one-time cash contribution in the amount of \$87.87, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support construction of a Fire and Rescue Training Facility within the County as identified in the Fauquier County FY2023 Adopted Budget. The escalation adjustment, if any, shall be provided by the County to the Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.

- B. The Owner shall contribute to the County a one-time cash contribution in the amount of \$3,076.84, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support construction of a Fire and Rescue Station within the County as identified in the Fauquier County FY2023 Adopted Budget. The escalation adjustment, if any, shall be provided by the County to the Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.
- C. The Owner shall contribute to the County a one-time cash contribution in the amount of \$976.48, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support construction of a Public Safety Building within the County as identified in the Fauquier County FY2023 Adopted Budget. The escalation adjustment, if any, shall be provided by the County to the Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.
13. INTENTIONALLY DELETED: (This item is now listed as Proffer 12.C above)
14. INTENTIONALLY DELETED: (This category of previously proffered improvement is no longer within the definition of “public facility improvement” under § 15.2-2303.4. of the Code of Virginia.)
15. INTENTIONALLY DELETED: (This category of previously proffered improvement is no longer within the definition of “public facility improvement” under § 15.2-2303.4. of the Code of Virginia.)
16. TRANSPORTATION:
- A. The Owner shall be responsible for the design and construction of certain on-site and off-site transportation improvements serving the Property including the deceleration/turn lanes and median cross-over on Business Route 29 shown on Sheet 6 of the CDP and labeled “PROPOSED JAMES MADISON HIGHWAY INTERSECTION” (the Business 29 Improvements”), and the northerly extension of Alwington Boulevard within the Central SFD Hamlet as shown on Sheet 7 of the CDP (“Alwington Boulevard – Phase 1). In the event the Alternative B option is available and developed by the Owner, including the availability of any required off-site easements and right of way dedications, the Owner shall also design and construct the extension of Alwington Boulevard from Phase 1 to the northerly boundary of the Property as shown on Sheet 7B of the CDP (“Alwington Boulevard – Phase 2”).
- B. The Owner shall dedicate sufficient right of way for, and shall design, those on-site and off-site transportation improvements as shown on the CDP concurrently with the Code of Development Site Plan for the hamlet in which such improvements are located.

- C. All roads are intended to be public streets, maintained by the Virginia Department of Transportation or the Town, whichever has jurisdiction thereof, except for those private streets (alleys) that will serve as access to garages constructed on certain residential dwelling lots within the PRD Area.
- D. The proposed Business 29 Improvements as described in Proffer 16. A., above and shown on Sheet 6 of the CDP shall be constructed and open to traffic, but not necessarily accepted into the public street system, prior to issuance of the first occupancy permit for a residential dwelling unit constructed within the PRD Area. The portion of Alwington Boulevard located within Phase 1 shall be constructed and open to traffic, but not necessarily accepted into the public street system, prior to issuance of the twenty-first (21st) occupancy permit for a residential dwelling unit constructed within the PRD Area. In the event the Property is developed pursuant to Alternative B, the portion of Alwington Boulevard located within Phase 5 shall be constructed and open to traffic, but not necessarily accepted into the public street system, prior to issuance of the first occupancy permit for a residential dwelling unit constructed within the North Hamlet of the PRD Area.

17. WASTEWATER TREATMENT AND SUBSURFACE DISPERSAL SYSTEM:

- A. As previously proffered, the Base Zoning option with a residential density of 217 Market-Rate Lots is predicated on the availability of public sewer from the Town, or, alternatively, the construction of a privately owned alternative onsite sewer system (“AOSS”) and associated primary and reserve dispersal fields. In the event sanitary sewer service is not available from the Town under the Base Zoning option, the Owner shall construct the aforesaid AOSS and associated primary and reserve dispersal fields. The AOSS and associated primary and reserve dispersal fields shall be designed, constructed, and operated in accordance with the standards set forth in the Virginia Department of Health (VDH) Alternative Onsite Sewerage System Regulations (12 VAC 5-613, et seq.). These facilities shall be deeded to an entity approved by VDH for operation, maintenance, and monitoring as set forth below. The sanitary sewer collection system shall be designed and constructed pursuant to the Town’s Specifications and Standards set forth in its Public Facilities Manual.
- B. The Owner shall be responsible for all design and construction costs of the AOSS and associated primary and reserve dispersal fields provided, however, that the responsibility for these costs may be assigned to a separate AOSS Owner/Operator as defined below.
- C. The Owner shall be responsible for all costs of operation and maintenance of the AOSS and associated primary and reserve dispersal fields until such works are conveyed to a licensed third-party owner/operator acceptable to the VDH (the “AOSS Owner/Operator”). The AOSS Owner/Operator shall comply with the requirements of the Public Service Companies, Utility Facilities Act (Va. Code § 56-265.1 et seq.), and acquire a Certificate of Convenience and Necessity pursuant that Act, which requires a Comprehensive Business Plan and reasonably assures system performance over the long term as determined by the Virginia State Corporation Commission (“SCC”).

- D. The AOSS Owner/Operator shall provide its Comprehensive Business Plan to the County at the same time it is provided to the SCC.
- E. Prior to any required Code of Development Site Plan approval, the AOSS design shall be reviewed and approved by VDH. Documentation of approval shall be given to the County Department of Community Development.
- F. The AOSS Owner/Operator of the entire system, (including: collection system, treatment facilities, primary dispersal fields and reserve dispersal fields), shall be vested with the legal authority to operate such facilities and shall, prior to assuming such responsibility, be provided with all necessary easements or interests in the property required to perform its duties.
- G. Prior to County approval of the Code of Development Infrastructure Plan for construction of the AOSS and associated primary and reserve dispersal fields, the Owner shall acquire VDH approval of such plans.
- H. The Owner shall comply with all published bonding requirements of the County and the SCC for construction and operation of the AOSS and associated primary and reserve dispersal fields.
- I. In the event sanitary sewer service is not available from the Town under the Base Zoning option, prior to execution of any contract for the initial sale of a residential dwelling unit constructed, or to be constructed, within the PRD Area, the Owner shall require the builder of such dwelling unit to (a) disclose the existence of the AOSS and associated primary and reserve dispersal fields as well as all fees associated with its operation and maintenance as required by Virginia law, and (b) include a statement within the contract that neither the Town nor the County are responsible for the operation or maintenance of the AOSS and associated primary and reserve dispersal fields.

18. REQUIREMENTS FOR CONSTRUCTION OF SUBSURFACE STRUCTURES:

- A. For all residences constructed within the PRD Area that will include basements, no below grade basements shall be constructed on soils with high water tables, unless the foundation drainage system of the structure is designed by licensed professional engineers to assure a dry basement and to preclude wet yards and recirculation of pumped or collected water and approved by the County.
- B. The deeds to each unit with a basement so constructed shall include the following language:

“This house has been constructed on property that has been determined to possess a high subsurface water table. A foundation drainage system for this home and lot has been engineered and built according to standard engineering practices. The property owner is advised that any disturbance of this foundation drainage system may result in excess water in the yard or basement of the home, and that any

such disturbance is undertaken at the sole risk of the property owner. The owner is advised to consult with a competent civil or geotechnical engineer prior to undertaking any land disturbance activity, which means any activity that changes the volume, velocity, or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity that bares soil or rock or involves the diversion or piping of any natural or man-made watercourse that may affect the foundation drainage.”

19. SCHOOLS:

- A. The Owner shall contribute to the County a one-time cash contribution in the amount of \$3,334.62, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support construction of the W.C. Taylor Middle School expansion as identified in the Fauquier County Capital Improvement Program (FY 2023 Adopted). The escalation adjustment, if any, shall be provided by the County to the Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area, and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.
- B. (a). Subject to approval by the Town and/or County and Virginia Department of Transportation (VDOT), as well as the School Board of Fauquier County, the adjoining property owner and beneficiary of the following entrance improvements, and the granting of any necessary easements and dedication of any required right-of-way at no cost to the Town, County, or Owner, the Owner shall design, provide a bond for construction of, and construct the ultimate roadway, curb and gutter, sidewalk, and drainage improvements along the east side of Alwington Boulevard at the entrance to Brumfield Elementary School as shown on Sheet 6 of the CDP and labeled “PROPOSED BRUMFIELD ELEMENTARY SCHOOL ENTRANCE IMPROVEMENTS” (the “School Improvements”). Provided the above-referenced approvals and easements are granted and right-of-way dedicated, the School Improvements shall be open to traffic prior to the issuance of the twenty-first (21st) occupancy permit for a residential dwelling unit constructed within the PRD Area.
- (b). In the event the School Board of Fauquier County and/or the Zoning Administrator request the Owner to delay construction of the School Improvements and complete same in accordance with an alternative schedule, then the completion of the School Improvements prior to the issuance of the twenty-first (21st) occupancy permit for a residential dwelling unit constructed within the PRD Area shall no longer be a requirement under this Proffer and completion of such improvements shall conform to the approved alternative schedule. In the event such approval and easements are not granted or the required right-of-way is not dedicated within six (6) months after the Owner submits such request, at no fault of Owner, then, in lieu of constructing the aforesaid entrance improvements, the Owner shall provide a cash contribution to the

County in the amount of \$250,000.00 prior to issuance of the twenty-first (21st) occupancy permit for a residential dwelling unit constructed within the PRD Area and, upon the County's receipt of such payment, the Owner shall have no further obligation to construct the entrance improvements under this Proffer 19.B.

20. FURTHER ASSURANCES OF COMPLIANCE WITH THESE PROFFERS IN THE EVENT OF A COUNTY/TOWN BOUNDARY LINE ADJUSTMENT

- A. It is the Owner's intention that although this Rezoning is being undertaken pursuant to the Ordinances of, and under the jurisdiction of, the County, that these proffers and the exhibits incorporated herein by reference will continue to bind the development of the Property if the Property is adjusted into the Town's boundary.
- B. In the event that the County and the Town enter into a Boundary Line Adjustment Agreement or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia such that the Property is subsequently located within the corporate limits of the Town, these Proffers shall be deemed Proffers imposed by the Town Council of the Town and the Town's officials shall assume the roles assigned to similar County officials as designated herein, as shall be set forth in any such Agreement and the Owner will cooperate fully with the jurisdictions in that event.
- C. The Owner shall furthermore affirmatively request both the Town and the County to include in any such Boundary Line Adjustment Agreement, or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, restrictions on future amendments to these Proffers, or other future legislative land use applications with respect to the Property, on such terms and conditions as the jurisdictions may therein jointly impose, and the Owner will cooperate fully with the jurisdictions in that event.
- C. Alternatively, the Owner shall request that any Order of a Special Court arising out of a citizen-initiated petition for a boundary line adjustment under the aforesaid Subtitle include provisions consistent with, and implementing, the foregoing paragraphs of this Proffer 20.

21. ESCALATOR CLAUSE

- A. Any monetary contributions set forth in this Proffer Statement which are paid to the Board of Supervisors after 36 months from the date of rezoning approval by the Board shall be adjusted in accordance with the Urban Consumer Price Index ("CPI-U"), as published by the United States Department of Labor. The adjustment shall be calculated from the CPI-U published most nearly to and following January 1st from that date 36 months after rezoning approval and the date the contributions are paid, subject to a cap of 3% per year, non-compounded.

*** Owner Signature on the following page***

OWNER: Alwington Farm LLC

By: W Boyd Laws

Print Name: W. Boyd Laws

Title: Manager

Date: Oct. 28, 2023

EXHIBIT A

Application Property

The Property subject to rezoning application REZN-22-017978 shall consist of the 234.08765 acres identified as “APPLICATION PROPERTY” on the “CERTIFIED ZONING PLAT” included as Sheets 16 and 17 of the plan set entitled “ARRINGTON, CONCEPT DEVELOPMENT PLAN, PLANNED RESIDENTIAL DEVELOPMENT PLAN, REZONING APPLICATION, MARSHALL MAGISTERIAL DISTRICT, FAUQUIER COUNTY, VIRGINIA” prepared by Bowman Consulting Group, Ltd., said sheets dated June 3, 2022 and signed September 25, 2023.

EXHIBIT B

Concept Development Plan

EXHIBIT C

Code of Development

EXHIBIT D

Listing of Zoning Ordinance Modifications

Section 4-107 A.1 (Maximum Front Yard Setback)

Section 4-107 A.1 of the Zoning Ordinance states, "Single family residential units should generally be set back no further than 10-20 feet, with a variety of setbacks provided within blocks."

Modification of the aforesaid requirement to allow homes to be constructed consistent with the typical lot standards in the proposed Code of Development with a larger front yard setback (25') to accommodate proposed street tree easements.

Section 4-107 C.3 (Driveway Width)

Section 4-107 C.3 of the Zoning Ordinance states, "[w]here garages cannot be rear loaded from alleys, the driveway for an individual house shall not exceed 10 feet in width up to where the driveway meets the vertical plane of the front wall or porch of the house."

Modification of the aforesaid requirement to allow the width of driveways providing access to garages from public streets to be designed to the standards and specifications of the Virginia Department of Transportation and/or Town of Warrenton, dependent on jurisdictional responsibility for ongoing operation and maintenance of the public street upon completion of construction.

Section 7-303 (Public Street Design Requirement)

Section 7-303 of the Zoning Ordinance says that "[p]ublic streets shall be required for all development as indicated in Table 7-303.1. Public streets shall meet the minimum applicable requirements of the Virginia Department of Transportation (VDOT) and dedicated to public use unless a special exception waiving this requirement is granted by the Board in accordance with Part 29 of Article of this Ordinance."

Modification of the aforesaid requirement to allow public streets to be designed to the Town's design standards and specifications in the event the Property is included within the corporate boundaries of the Town. Further, the waiver includes permitting the proposed alleys to be designated as private streets maintained by the homeowner's association – even when the proposed alley serves as the only street providing frontage for a lot or grouping of lots such as when such lot(s) fronts a common area or community green.

Section 4-107 C.3 (Sideload Garages)

Section 4-107 C.3 of the Zoning Ordinance states, "Any side loading garage shall be set back a minimum of 8 feet behind the front wall of the house."

Modification of the aforesaid requirement to allow a side loaded garage to align with the front of the house to which it is attached and be integrated into the front elevation with the same architectural style and treatments.

ARRINGTON

CONCEPT DEVELOPMENT PLAN

PLANNED RESIDENTIAL DEVELOPMENT PLAN

REZONING APPLICATION

MARSHALL MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA

OWNER
 ALMINGTON FARM LLC
 4654 CALETT ROAD
 CALETT VA 22619

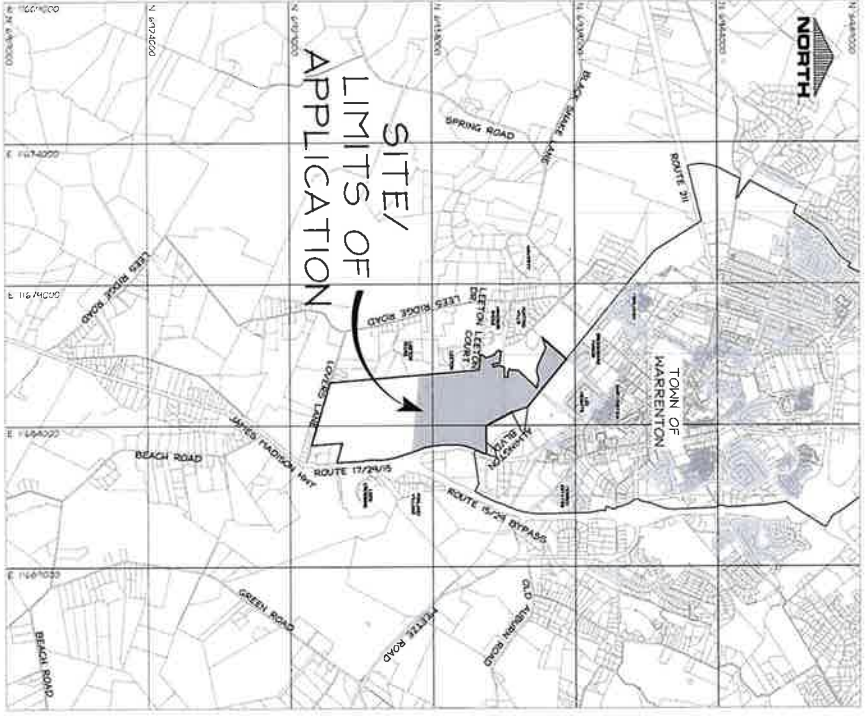
APPLICANTS
 ALMINGTON FARM DEVELOPERS, L.L.C.
 1620 GROVE ROAD
 CHARLOTTEVILLE, VA 27380

VAN HETRE CONSULTING, L.L.C.
 5909 MAIN STREET SUITE 500
 FAIRFAX, VA 22031

APPLICATION CASE NUMBERS
 REZN-22-017818

REQUESTED WAIVERS & MODIFICATIONS

- REQUEST TO WAIVER COUNTY ZONING ORDINANCE SECTION 4-117 MODIFICATIONS, THE FOLLOWING WAIVERS AND MODIFICATIONS ARE BEING REQUESTED:
- 1. MODIFICATION TO FAUQUIER COUNTY ZONING ORDINANCE ARTICLE 4-202: AL TO UNDEVELOPED LOT: THIS SECTION TO BE SET BACK TO 25 FEET. SECTION 4-107 A1 STATES SINGLE FAMILY RESIDENTIAL UNITS SHOULD BE GENERALLY SET BACK NO FURTHER THAN 10-20 FEET. STREET TREES ARE PROPOSED IN FRONT PROXIMATELY A STREET TREE DISTRICT, THIS REQUIRING A UNDER FRONT YARD SETBACK.**
 - 2. MODIFICATION TO FAUQUIER COUNTY ZONING ORDINANCE ARTICLE 4-117: SECTION 4-117 C1 REQUIRES THE DRIVEWAY NOT TO EXCEED 10 FEET FOR AN INDIVIDUAL RESIDENCE. WE REQUEST THE DRIVEWAY FRONT IN ACCORDANCE WITH THE FRONT YARD OF A RESIDENTIAL LOT AS REQUIRED BY VIRGINIA DEPARTMENT OF TRANSPORTATION.**
 - 3. WAIVER OF FAUQUIER COUNTY ZONING ORDINANCE ARTICLE 4-202 TO SECTION 4-202 C3 REQUIRES PUBLIC STREETS TO BE DESIGNED TO MEET STANDARDS UNLESS A SPECIAL EXCEPTION IS APPROVED. MAKING THE REQUIREMENT A WAIVER IS REQUESTED TO ALLOW PUBLIC STREETS TO BE DESIGNED TO THE TOWN'S DESIGN STANDARDS AND TO BE WITHIN THE CORPORATE BOUNDARIES OF THE TOWN. FURTHER, THE WAIVER INCLUDES PERMITTING THE PROPOSED ALLEYS TO BE DESIGNATED AS PRIVATE STREETS MAINTAINED BY THE HOMEOWNERS. THE WAIVER REQUESTS THE TOWN TO ALLOW ALLEYS TO BE SERVED AS THE ONLY STREET PROVIDING FRONTAGE FOR A LOT OR GROUPING OF LOTS SUCH AS WHEN SUCH LOTS' FRONTS A COMMON AREA OR COMMUNITY GREEN.**
 - 4. MODIFICATION TO FAUQUIER COUNTY ZONING ORDINANCE ARTICLE 4-107 C3 REQUIRES RESIDENTIAL UNITS TO BE DESIGNED SO THAT REAR LOADED GARAGES ARE REQUESTED A MODIFICATION TO ALLOW SIDE REAR LOADED GARAGES TO BE REQUESTED A MODIFICATION TO ALLOW SIDE LOAD GARAGES TO ALIGN WITH THE FRONT OF THE HOUSE AND BE INTEGRATED INTO THE FRONT ELEVATION WITH THE SAME ARCHITECTURAL REQUIREMENTS.**



VICINITY AND CONTEXT MAP
 SCALE: 1" = 1000'

DESIGN TEAM

PLANNING, LANDSCAPE ARCHITECTURE & CIVIL ENGINEERING
 BOWMAN CONSULTING GROUP, LTD.
 101 SOUTH STREET, 5 E.
 LEESBURG, VIRGINIA 20175

TRANSPORTATION ENGINEERING
 GORDYVE BLADE
 4114 LEBANO ROAD, SUITE 650
 FAIRFAX, VIRGINIA 22033

ENVIRONMENTAL ENGINEERING
 BOWMAN CONSULTING GROUP, LTD.
 13461 SHERWOOD VALLEY DR, SUITE 500
 HERNDON, VIRGINIA 20171

WASTEWATER ENGINEERING
 563 MID-ATLANTIC, LLC
 329 INDUSTRIAL COURT, SUITE 101
 FARMERSBURG, VIRGINIA 20629

LEGAL
 WILSH COLUCCI LUBBELEY & WILSH
 ARLINGTON, JOHN FOSTER
 4310 PRINCE WILLIAM PARKWAY, SUITE 300
 FRIESER BUILDING, VIRGINIA 22181

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2. NOTES, VISUALS & DETAILS
- 3A. NORTH VISUALS & DETAILS
3. EXISTING CONDITIONS MAP
4. SOIL TYPE
5. SOLI CHARACTERISTICS
6. OVERALL SUBSISTIVE PLAN
7. CONCEPT DEVELOPMENT PLAN
- 7A. CONCEPT DEVELOPMENT PLAN (ALT. A)
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8. CONCEPTUAL CIRCULATION PLAN
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9. CONCEPTUAL GRADING & UTILITY PLAN
- 9A. CONCEPTUAL GRADING & UTILITY PLAN (ALT. A)
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12. PRELIMINARY AIR CALCULATIONS
- 12A. PRELIMINARY AIR CALCULATIONS (ALT. A)
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13. WARELET OPEN SPACE & CONSERVATION PLAN
- 13A. WARELET OPEN SPACE & CONSERVATION PLAN (ALT. A)
- 13B. WARELET OPEN SPACE & CONSERVATION PLAN (ALT. B)
14. CERTIFIED ZONING PLAN

	COVER SHEET ARRINGTON CONCEPT DEVELOPMENT PLAN MARSHALL MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA	Bowman Consulting Group Ltd 101 South Street, S. E. Leesburg, VA 20175 Phone: (703) 443-2400 Fax: (703) 443-2400 www.bowman.com
	PROJECT NUMBER: REZN-22-017818	DATE: 2022-08-03



NOTES

1. THE SUBJECT PROPERTY IS A 24.94 ACRES (24.94 ACRES) PARCEL. THE CURRENT ZONING IS R-10 (RESIDENTIAL SINGLE-FAMILY). THE PROPOSED DEVELOPMENT IS A COMMERCIAL DEVELOPMENT. THE PROPOSED DEVELOPMENT IS A COMMERCIAL DEVELOPMENT. THE PROPOSED DEVELOPMENT IS A COMMERCIAL DEVELOPMENT.
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EXISTING SITE TABULATIONS

PARCEL IDENTIFICATION	6893-44-5075
STREET ADDRESS:	HOME ASSIGNED
PARCEL SIZE (GROSS ACREAGE)	49.20 ACRES
PROPOSED ZONING:	PRO
PROPOSED ZONING (AFTER)	30% OF ACREAGE, 294.37 ACRES
POSITION SUBJECT TO APPLICATION:	206.43 ACRES, 217.66 ACRES
APPLICATION:	294.09 ACRES

PROPOSED SITE TABULATIONS

TOTAL AREA SUBJECT TO APPLICATION:	234.09 ACRES
PROPOSED PRO ZONED LAND:	234.09 ACRES
PROPOSED BA ZONED LAND:	0 ACRES
NET AREA SUBJECT TO APPLICATION:	197.11 ACRES

PROPOSED ZONING - BASE DEVELOPMENT STANDARDS

ZONING	PRO	BA
PROPOSED LOTS (GROSS/NET)	21 LOTS (6.68 UTILITY/ACRE)	21 LOTS (6.68 UTILITY/ACRE)
MINIMUM LOT AREA	24,000 SQ FT	24,000 SQ FT
MINIMUM LOT WIDTH	20 FT	20 FT
MINIMUM LOT DEPTH	120 FT	120 FT
MINIMUM FRONT SETBACK	10 FT	10 FT
MINIMUM SIDE SETBACK	5 FT	5 FT
MINIMUM REAR SETBACK	5 FT	5 FT
MINIMUM CORNER SETBACK	5 FT	5 FT
MINIMUM OPEN SPACE	10% OF GROSS ACREAGE	10% OF GROSS ACREAGE

PROPOSED ZONING - ALTERNATIVE A, PUBLIC WATER & SANITARY SERVICE PRD DEVELOPMENT STANDARDS

ZONING	PRO	BA
PROPOSED LOTS (GROSS/NET)	21 LOTS (6.68 UTILITY/ACRE)	21 LOTS (6.68 UTILITY/ACRE)
MINIMUM LOT AREA	24,000 SQ FT	24,000 SQ FT
MINIMUM LOT WIDTH	20 FT	20 FT
MINIMUM LOT DEPTH	120 FT	120 FT
MINIMUM FRONT SETBACK	10 FT	10 FT
MINIMUM SIDE SETBACK	5 FT	5 FT
MINIMUM REAR SETBACK	5 FT	5 FT
MINIMUM CORNER SETBACK	5 FT	5 FT
MINIMUM OPEN SPACE	10% OF GROSS ACREAGE	10% OF GROSS ACREAGE

DEVELOPMENT PROGRAM

2021 PROPOSED REZONING TABLE	2022 PROPOSED REZONING TABLE	2023 PROPOSED REZONING TABLE	2024 PROPOSED REZONING TABLE
PRO	PRO	PRO	PRO
BA	BA	BA	BA
NET	NET	NET	NET

DEVELOPMENT PROGRAM NOTES:
 1. THE NUMBER OF LOTS AND TOTAL GROSS AREA FOR THE PROPOSED DEVELOPMENT IS BASED ON THE PROPOSED ZONING AND THE CODE OF PROPOSED ZONING. THE NUMBER OF LOTS AND TOTAL GROSS AREA FOR THE PROPOSED DEVELOPMENT IS BASED ON THE PROPOSED ZONING AND THE CODE OF PROPOSED ZONING.

PROPOSED ZONING - ALTERNATIVE A, PUBLIC WATER & SANITARY SERVICE PRD DEVELOPMENT STANDARDS

PROPOSED LOTS (GROSS/NET): 21 LOTS (6.68 UTILITY/ACRE)

MINIMUM LOT AREA: 24,000 SQ FT

MINIMUM LOT WIDTH: 20 FT

MINIMUM LOT DEPTH: 120 FT

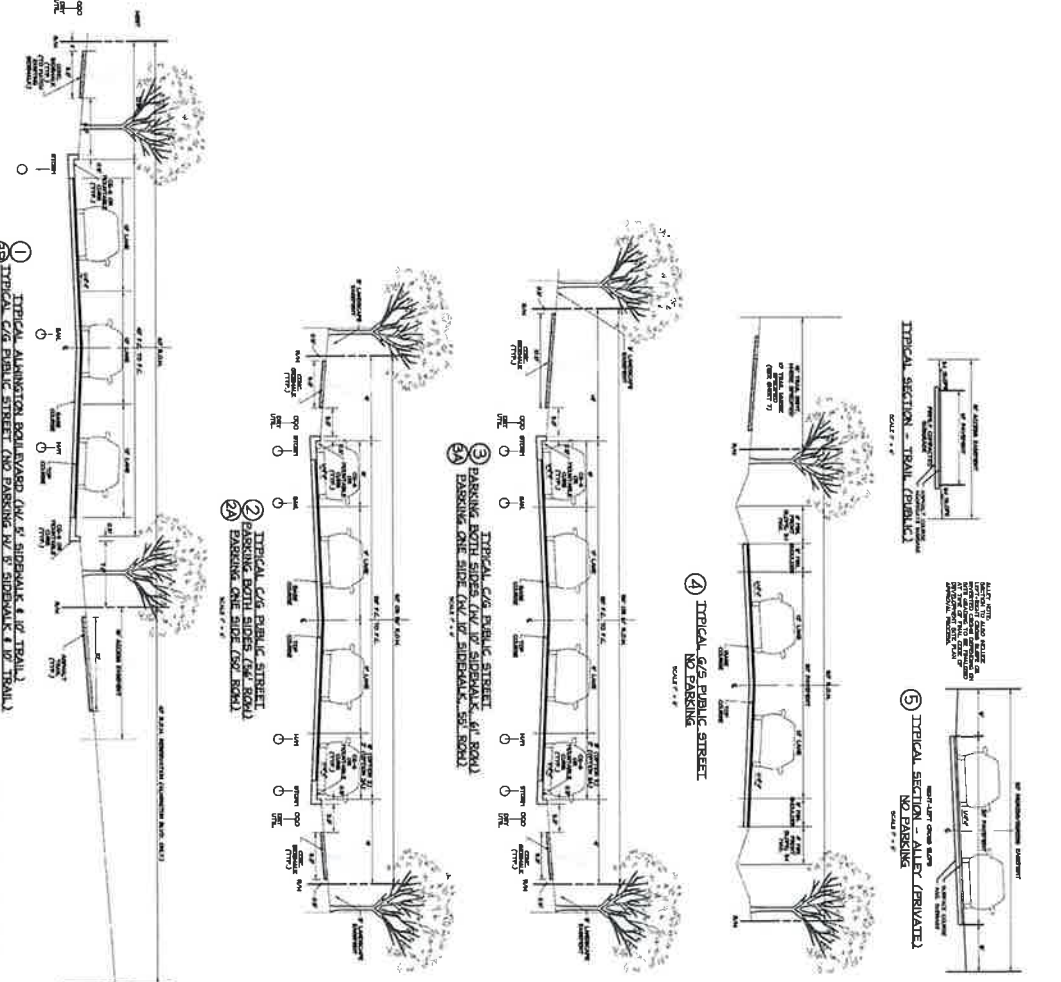
MINIMUM FRONT SETBACK: 10 FT

MINIMUM SIDE SETBACK: 5 FT

MINIMUM REAR SETBACK: 5 FT

MINIMUM CORNER SETBACK: 5 FT

MINIMUM OPEN SPACE: 10% OF GROSS ACREAGE



NOTES, TABULATIONS, & DETAILS

ARRINGTON

CONCEPT DEVELOPMENT PLAN

MARSHALL MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA

PROJECT NUMBER: 2566-18-002

DATE: 11/18/2023

SCALE: 1" = 20' HORIZONTAL

DATE: 11/18/2023

FILE NO: 2566-18-002

2 of 17

Bowman Consulting Group Ltd
 101 South Street, S.E.
 Leesburg, VA 20175
 Phone: (703) 443-2400
 Fax: (703) 594-9000
 www.bowman.com
 © 2021 Bowman Consulting Group Ltd



NO.	DESCRIPTION	EXISTING		PROPOSED		REMARKS
		AREA	PERCENT	AREA	PERCENT	
1	Asphalt Paved	100	100	100	100	
2	Gravel Paved	0	0	0	0	
3	Concrete Paved	0	0	0	0	
4	Grass	0	0	0	0	
5	Other	0	0	0	0	

NO.	DESCRIPTION	EXISTING		PROPOSED		REMARKS
		AREA	PERCENT	AREA	PERCENT	
1	Asphalt Paved	100	100	100	100	
2	Gravel Paved	0	0	0	0	
3	Concrete Paved	0	0	0	0	
4	Grass	0	0	0	0	
5	Other	0	0	0	0	

NO.	DESCRIPTION	EXISTING		PROPOSED		REMARKS
		AREA	PERCENT	AREA	PERCENT	
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2	Gravel Paved	0	0	0	0	
3	Concrete Paved	0	0	0	0	
4	Grass	0	0	0	0	
5	Other	0	0	0	0	

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3	Concrete Paved	0	0	0	0	
4	Grass	0	0	0	0	
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NO.	DESCRIPTION	EXISTING		PROPOSED		REMARKS
		AREA	PERCENT	AREA	PERCENT	
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2	Gravel Paved	0	0	0	0	
3	Concrete Paved	0	0	0	0	
4	Grass	0	0	0	0	
5	Other	0	0	0	0	

NO.	DESCRIPTION	EXISTING		PROPOSED		REMARKS
		AREA	PERCENT	AREA	PERCENT	
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2	Gravel Paved	0	0	0	0	
3	Concrete Paved	0	0	0	0	
4	Grass	0	0	0	0	
5	Other	0	0	0	0	

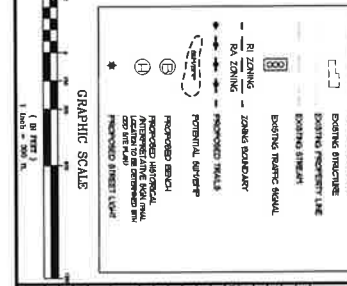
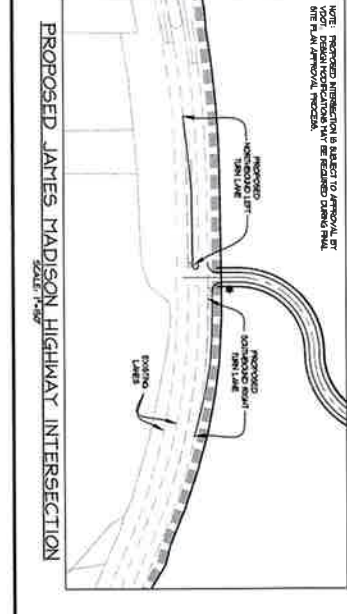
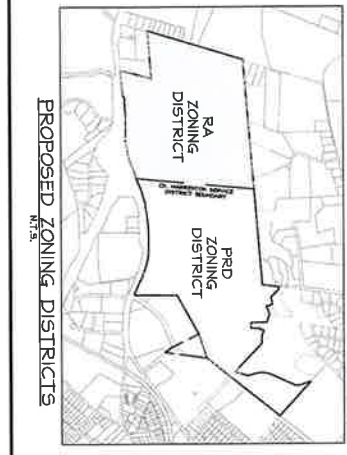
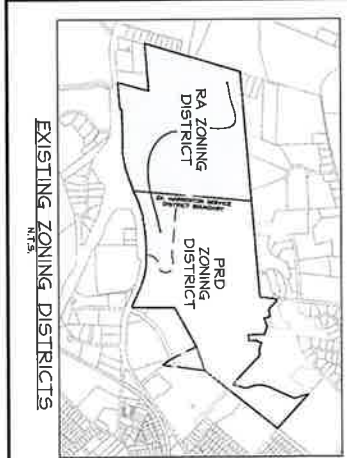
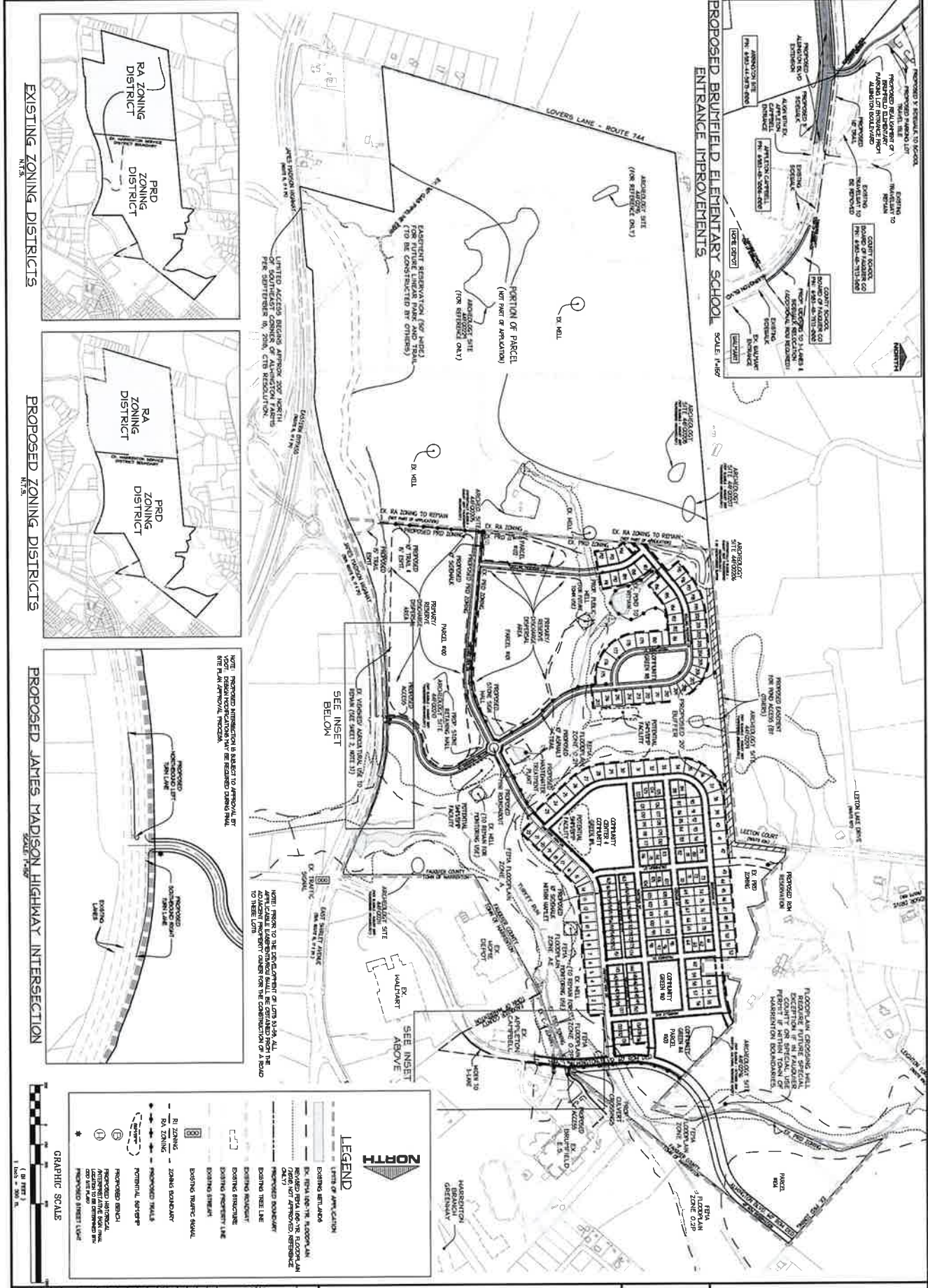
DATE	EXPLANATION
BY	CHKD
SCALE	AS SHOWN
DATE	2008-08-00
FILE NO.	2008-0-25-000



PROJECT: 2588
 SHEET: 5 OF 11
 SOIL CHARACTERISTICS
 ARRINGTON
 CONCEPT DEVELOPMENT PLAN
 MARSHALL MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA

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 Fax: (703) 445-2425
 www.bowman-cg.com



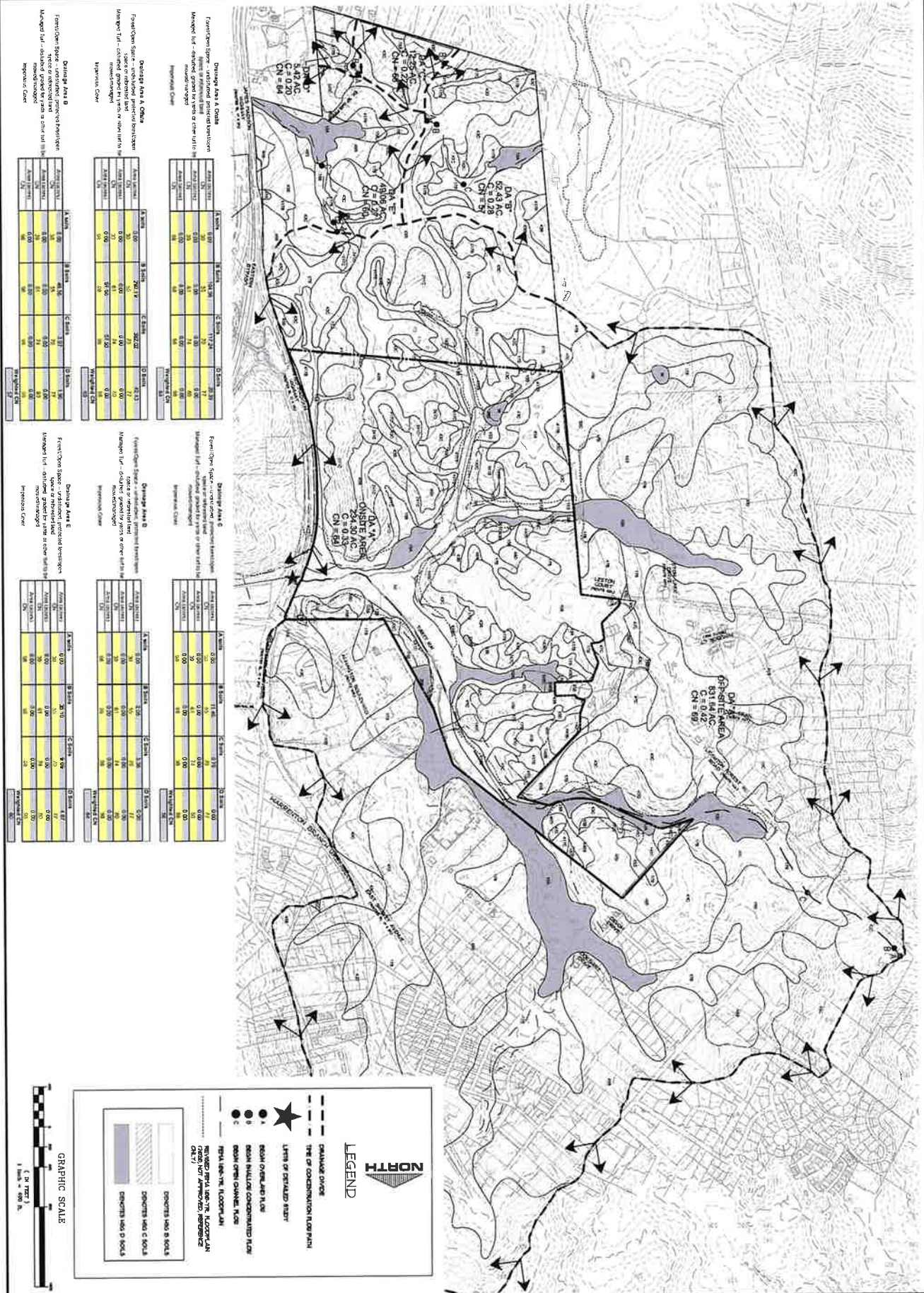


DATE	DESCRIPTION	BY	CHK
2006-03-03	PRELIMINARY PLAN	JK	JK
2006-03-03	FINAL PLAN	JK	JK

OVERALL ILLUSTRATIVE PLAN (BASE ZONING)
ARRINGTON
 CONCEPT DEVELOPMENT PLAN
 MARSHALL MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA

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 101 South Street, S.E.
 Leesburg, VA 20175
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Drainage Area A, C, D, E
 From: Open Space - undisturbed protected hardwood forest
 Space or reserved land
 Hatched for - outlined project by work area left to be removed
 Impervious Cover

Area	1/4 Mile	1/2 Mile	3/4 Mile	1 Mile	1 1/4 Mile	1 1/2 Mile	2 Mile
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
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Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00

Drainage Area B
 From: Open Space - undisturbed protected hardwood forest
 Space or reserved land
 Hatched for - outlined project by work area left to be removed
 Impervious Cover

Area	1/4 Mile	1/2 Mile	3/4 Mile	1 Mile	1 1/4 Mile	1 1/2 Mile	2 Mile
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
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Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00

Drainage Area C
 From: Open Space - undisturbed protected hardwood forest
 Space or reserved land
 Hatched for - outlined project by work area left to be removed
 Impervious Cover

Area	1/4 Mile	1/2 Mile	3/4 Mile	1 Mile	1 1/4 Mile	1 1/2 Mile	2 Mile
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
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Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00

Drainage Area D
 From: Open Space - undisturbed protected hardwood forest
 Space or reserved land
 Hatched for - outlined project by work area left to be removed
 Impervious Cover

Area	1/4 Mile	1/2 Mile	3/4 Mile	1 Mile	1 1/4 Mile	1 1/2 Mile	2 Mile
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
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Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00

Drainage Area E
 From: Open Space - undisturbed protected hardwood forest
 Space or reserved land
 Hatched for - outlined project by work area left to be removed
 Impervious Cover

Area	1/4 Mile	1/2 Mile	3/4 Mile	1 Mile	1 1/4 Mile	1 1/2 Mile	2 Mile
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
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Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00
Area (Acres)	1.00	4.00	9.00	16.00	25.00	36.00	49.00

LEGEND

- DRAINAGE DIVIDE
- TIME OF CONCENTRATION FLOOR PLAN
- ★ LETTER OF DETAILED PLAN
- ROUGH OVERLAND FLOW
- ROUGH PAVED CONCENTRATED FLOW
- ROUGH OPEN CHANNEL FLOW
- FISH SCALE FLOOR PLAN
- REPAVED ASPHALT, UNPAVED ASPHALT, GRASS NOT APPROVED, IMPROVEMENT

CONCRETE SIDE C BOLA
 CONCRETE SIDE B BOLA
 CONCRETE SIDE A BOLA

GRAPHIC SCALE

1 INCH = 50 FEET

1 INCH = 500 FEET

OPEN SPACE TABULATIONS

OPEN SPACE REQUIRED	PROZ ZONE
TOTAL AREA (ACRES)	1307.01
REQUIRED OPEN SPACE PRESERVEAGE	29%
REQUIRED OPEN SPACE AREA	379.07
TOTAL OPEN SPACE PROVIDED	521.6

(SEE DETAILS BELOW)

TREE CANOPY TABULATIONS

TREE CANOPY REQUIRED	PROZ ZONE
TOTAL CANOPYING AREA (ACRES)	142.00
REQUIRED CANOPYING (TREES, ETC.)	10.00
TOTAL CANOPYING PROVIDED	100.00

(SEE DETAILS BELOW)

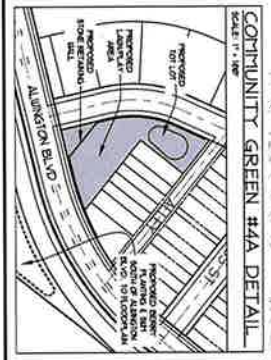
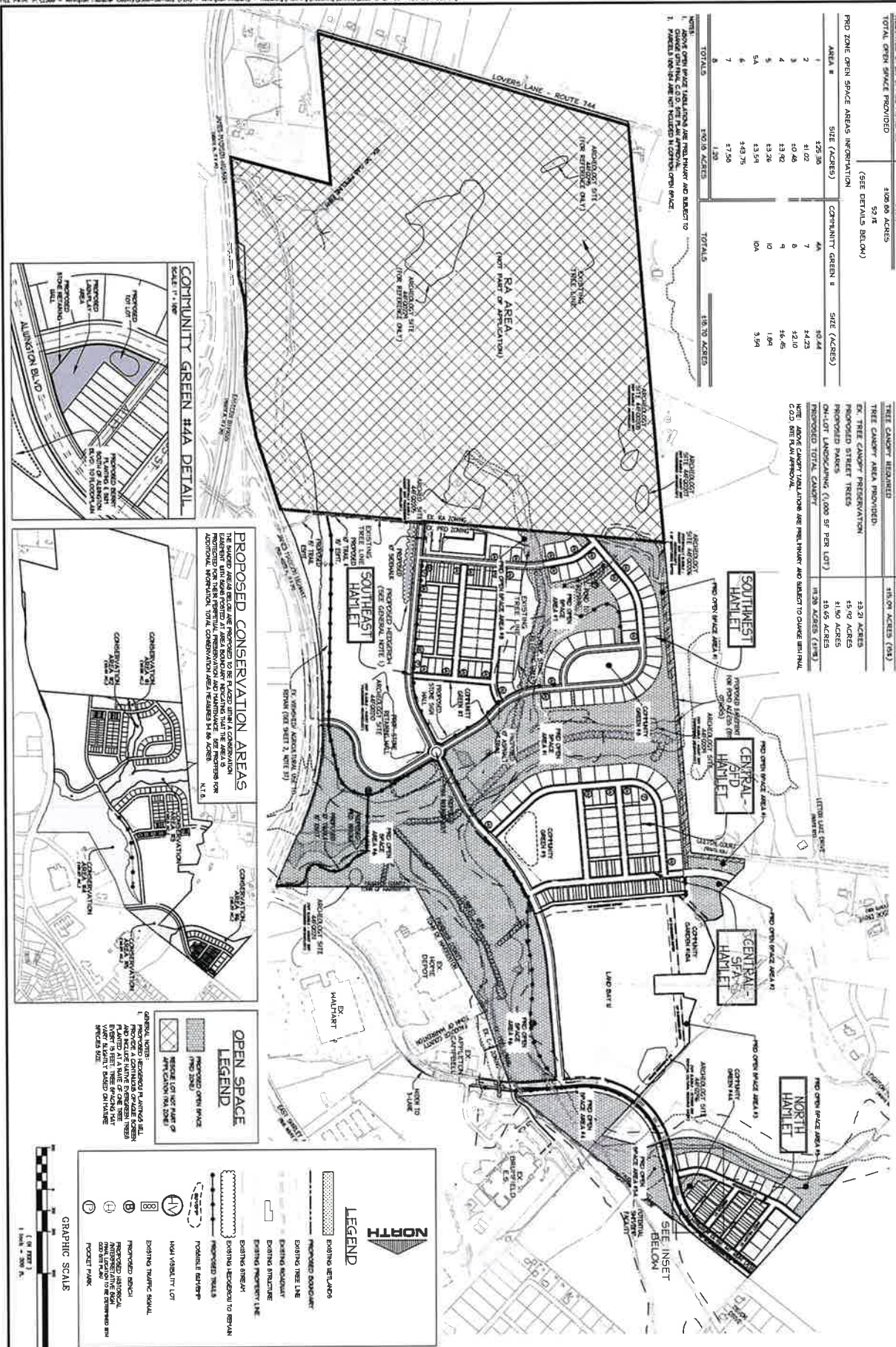
PROZ ZONE OPEN SPACE AREAS INFORMATION

AREA #	SIZE (ACRES)	COMMUNITY GREEN #	SIZE (ACRES)
1	125.30	4A	40.44
2	41.00	7	14.23
3	10.46	8	12.10
4	13.92	9	16.46
5	13.26	10	1.99
5A	13.91	10A	3.94
6	148.75		
7	27.50		
8	1.20		
TOTALS	230.39 ACRES	TOTALS	118.10 ACRES

NOTE: OPEN SPACE AREAS 1-8 ARE SUBJECT TO THE PROZ ZONE AND SUBJECT TO THE PROZ ZONE C.O.D. SEE PLAN APPROVAL. AREAS 9-10 ARE NOT INCLUDED IN TOTAL OPEN SPACE.

LANDSCAPING NARRATIVE

IN ORDER TO REPORT COSTS FOR TREES AND NATURAL RESOURCES, LANDSCAPING AND TREE PRESERVATION FOR THIS PROJECT SHALL BE EXPRESSED IN THE APPROVED CODE OF ORDINANCES C.O.D. AND THE FAQUIER COUNTY ZONING ORDINANCES AND TREE PRESERVATION REGULATIONS. IN GENERAL, THE C.O.D. SHALL INCLUDE PROVISIONS FOR A SYSTEM TREE PLANTING PROGRAM. TREE PRESERVATION AND LANDSCAPING SHALL BE EXPRESSED IN THE C.O.D. PER PLAN APPROVAL. IN ADDITION, INDIVIDUAL ON-LOT LANDSCAPING PLAN SHALL BE APPROVED FOR EACH HOME.



OPEN SPACE LEGEND

- SHADING PATTERNS:
 - Diagonal lines: REQUIRED OPEN SPACE
 - Stippled: REQUIRED LOT NOT PART OF PROZ ZONE
 - Horizontal lines: PROZ ZONE

LEGEND

- EXISTING RETIARDS
- PROPOSED BOUNDARY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING PROPOSED LINE
- EXISTING STREET
- POCKET PARK
- PROPOSED TRAILS
- POCKET PARK
- PROPOSED DRIVEWAY
- PROPOSED TRAFFIC SIGNAL
- PROPOSED SIGN
- PROPOSED HISTORICAL OR ANTIQUE BUILDING
- PROPOSED PARK

GRAPHIC SCALE

1" = 50' (1" = 100')

EXHIBIT D

May 14th, 2024
Town Council
Regular Meeting
RES-24-05-06

A RESOLUTION AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO INITIATE THE PROCESS OF VOLUNTARY SETTLEMENT OF ANNEXATION WITH THE COUNTY OF FAUQUIER

WHEREAS, Chapter 34 of Title 15.2 recognizes that Virginia localities may be able to voluntarily negotiate and settle boundary matters in an efficient and beneficial manner to the orderly growth and continued viability of the localities; and

WHEREAS, the Town Council has determined after due consideration that the boundary between the County and Town of Warrenton should be adjusted and relocated as outlined in the Voluntary Settlement Agreement between the localities; and

WHEREAS, the Town Council motioned on March 12, 2024, to move forward with the Voluntary Settlement Agreement process; and

WHEREAS, the County passed a resolution on March 14, 2024, to move forward with the Voluntary Settlement Agreement process; and

WHEREAS, two additional small portions of a property owned by Alwington Estates, LLC, PIN 6983-28-8269-000, containing 2.20772 acres and 0.56128 acres are desired to be added to the property adjusted into the boundary of the Town of Warrenton; now, therefore, be it

NOW, THEREFORE, BE IT RESOLVED that the Warrenton Town Council that, the Town Manager and Town Attorney are hereby authorized to take all actions necessary to negotiate a Voluntary Settlement Agreement with Fauquier County; and

BE IT FURTHER RESOLVED That the Town Attorney is authorized to present jointly with Fauquier County such Proposed Settlement Agreement to the Commission on Local Government, subject to any changes to the Agreement approved by the Town Manager and Town Attorney, to initiate the boundary line adjustment process in Code of Virginia § 15.2-3400; and

BE IT FURTHER RESOLVED That the Town intends, subject to input received during the public hearing processes of the entities involved and review by the Commission, to adopt the Voluntary Settlement Agreement.

ATTACHMENT:

Votes:

Ayes: Ms. Heather Sutphin; Mr. William Semple; Mr. Brett Hamby; Mr. Eric Gagnon; Mr. Paul Mooney

Nays:

Absent from Meeting: Mr. James Hartman, Vice Mayor; Mr. David McGuire

For Information:
Town Attorney

ATTEST: _____


Town Recorder

EXHIBIT E

RES-24- 042

RESOLUTION

A RESOLUTION AUTHORIZING STAFF AND COUNTY ATTORNEY TO INITIATE THE
PROCESS OF VOLUNTARY SETTLEMENT OF ANNEXATION WITH THE TOWN OF
WARRENTON

WHEREAS, Chapter 34 of Title 15.2 recognizes that Virginia localities may be able to voluntarily negotiate and settle boundary matters in an efficient and beneficial manner to the orderly growth and continued viability of the localities; and

WHEREAS, the County determined after due consideration that the boundary between the County and Town of Warrenton should be adjusted and relocated as outlined in the Voluntary Settlement Agreement between the localities; and

WHEREAS, the County passed a resolution on March 14, 2024, to move forward with the Voluntary Settlement Agreement process; and

WHEREAS, two additional small portions of a property owned by Alwington Estates, LLC, PIN 6983-28-8269-000, containing 2.20772 acres and 0.56128 acres are desired to be added to the property adjusted into the boundary of the Town of Warrenton; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 11th day of April 2024, That, the County Administrator and County Attorney are hereby authorized to take all actions necessary to negotiate a Voluntary Settlement Agreement with the Town of Warrenton; and, be it

RESOLVED FURTHER, That the County Attorney is authorized to present jointly with the Town of Warrenton such Proposed Settlement Agreement to the Commission on Local Government, subject to any changes to the Agreement approved by the County Administrator and County Attorney, to initiate the boundary line adjustment process in *Code of Virginia* § 15.2-3400; and, be it

RESOLVED FINALLY, That the County intends, subject to input received during the public hearing processes of the entities involved and review by the Commission, to adopt the Voluntary Settlement Agreement and directs that the principal point of contact for the County during this process is Tracy A. Gallehr, County Attorney, 10 Hotel Street, 2nd Floor, (540) 422-8010 phone, (540) 422-8022 fax, tracy.gallehr@fauquiercounty.gov.

A Copy Teste


Janelle J. Downes, County Administrator
Clerk to the Board of Supervisors

EXHIBIT F

ALWINGTON FARM, LLC
CORPORATE RESOLUTION

WHEREAS, following a review of the proposed Voluntary Settlement Agreement between and among the Fauquier County Board of Supervisors, the Warrenton Town Council, Van Metre Communities, LLC, Alwington Farm, LLC, and Alwington Farm Developers, LLC for the proposed annexation by the Town of approximately 241 acres more or less of land lying in Fauquier County; and

WHEREAS the corporation deems it appropriate to join in the aforesaid process as a party thereto and to seek review of the proposed Agreement by the Virginia Commission on Local Government pursuant to the Notice thereof submitted in our names; and

WHEREAS, the corporation believes that it is in its best interests for its landholding to be annexed as so proposed, now therefore be it

RESOLVED, that the corporation hereby authorizes its managing member to provide the aforesaid Commission with this Resolution indicating its concurrence in the submission of the aforesaid Agreement in the form submitted herewith, and further authorizes the managing member to take such other and further steps as may be necessary to effectuate the aforesaid annexation.

EXECUTED this 16th day of May, 2024.



Managing Member
Alwington Farm, LLC,
a Virginia Limited Liability Company

EXHIBIT G

ALWINGTON FARM DEVELOPERS, L.L.C.
CORPORATE RESOLUTION


WHEREAS, following a review of the proposed Voluntary Settlement Agreement between and among the Fauquier County Board of Supervisors, the Warrenton Town Council, Van Metre Communities, LLC, Alwington Farm, LLC, and Alwington Farm Developers, L.L.C., for the proposed annexation by the Town of approximately 241 acres more or less of land lying in Fauquier County; and he

WHEREAS the corporation deems it appropriate to join in the aforesaid process as a party thereto and to seek review of the proposed Agreement by the Virginia Commission on Local Government pursuant to the Notice thereof submitted in our names; and

WHEREAS, the corporation believes that it is in its best interests for its landholding to be annexed as so proposed, now therefore be it

RESOLVED, that the corporation hereby authorizes its managing member to provide the aforesaid Commission with this Resolution indicating its concurrence in the submission of the aforesaid Agreement in the form submitted herewith, and further authorizes the managing member to take such other and further steps as may be necessary to effectuate the aforesaid annexation.

EXECUTED this 16th day of May, 2024.



Managing Member
Alwington Farm Developers, L.L.C.
a Virginia Limited Liability Company

EXHIBIT H

**VAN METRE COMMUNITIES, L.L.C.
CORPORATE RESOLUTION**

WHEREAS, following a review of the proposed Voluntary Settlement Agreement between and among the Fauquier County Board of Supervisors, the Warrenton Town Council, Van Metre Communities, LLC, Alwington Farm, LLC, and Alwington Farm Developers, L.L.C., for the proposed annexation by the Town of approximately 241 acres more or less of land lying in Fauquier County; and he

WHEREAS the corporation deems it appropriate to join in the aforesaid process as a party thereto and to seek review of the proposed Agreement by the Virginia Commission on Local Government pursuant to the Notice thereof submitted in our names; and

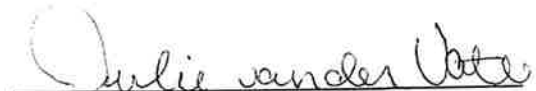
WHEREAS, the corporation believes that it is in its best interests for the properties proposed to be annexed consistently with the aforesaid Agreement, now therefore be it

RESOLVED, that the corporation hereby authorizes its managing member to provide the aforesaid Commission with this Resolution indicating its concurrence in the submission of the aforesaid Agreement in the form submitted herewith, and further authorizes the managing member to take such other and further steps as may be necessary to effectuate the aforesaid annexation.

EXECUTED this 17th day of May, 2024.

Van Metre Communities, L.L.C.,
a Virginia Limited Liability Company

By: VMC Homes, L.L.C., its Manager



Julie van der Vate,
Chief Operating Officer – Finance and
Strategic Growth

EXHIBIT I

JOINT PLANNING AND WATER SERVICE AGREEMENT

This JOINT PLANNING AND WATER SERVICE AGREEMENT (the “Agreement”) is made and entered as of this 1st day of November, 2015 by and between THE TOWN OF WARRENTON, a Virginia municipal corporation, hereinafter referred to as “the Town”; and the COUNTY OF FAUQUIER, VIRGINIA, a political subdivision of the Commonwealth, hereinafter referred to as “Fauquier” or “County”; and ALWINGTON FARM DEVELOPERS, LLC, a Virginia Limited Liability Company, contract buyer of certain “Property” as more fully defined herein, hereinafter referred to as “Alwington”.

RECITALS

- R-1. Fauquier is a political subdivision of the Commonwealth of Virginia which does not operate any sewer and water facilities in its own capacity.
- R-2. Fauquier has established certain water and sewer service areas under its comprehensive plan for the land around the Town and elsewhere within its boundaries.
- R-3. The County is authorized, pursuant to Section 15.2-2223.1 of the Code of Virginia, to establish “Urban Development Areas” which “incorporate principles of traditional neighborhood design, which may include but need not be limited to (i) pedestrian friendly road design, (ii) interconnection of new local streets with existing local streets and roads (iii) connectivity of road and pedestrian networks, (iv) preservation of natural areas, (v) mixed use neighborhoods, including mixed housing types, with affordable housing to meet the

projected family income distributions of future residential growth, (vi) reduction of front and side yard building setbacks, and (vii) reduction of subdivision street widths and turning radii at subdivision street intersections.”

- R-4 Section 15.2-2223.1 requires that localities consult with adjacent localities in establishing the appropriate size and location of Urban Development Areas to promote orderly and efficient development of their region.
- R-5 Section 15.2-1300 of the Code of Virginia authorizes a locality to enter into an agreement with any other locality having a similar power, privilege or authority to jointly exercise such power, privilege or authority.
- R-6. Alwington is the contract purchaser of certain real property more particularly described in the following two site tabulation tables (the “Entire Tract”), A small portion of the Entire Tract, being 4.67 acres (and so indicated on the “Concept Development Plan” defined below) is excluded from the jurisdiction and operation of this Agreement is not part of the “Rezoning,” defined below, and is not entitled to water service pursuant to this Agreement. However, another small portion of the Entire Tract being 4.10 acres (and also indicated on the Concept Development Plan), is entitled to water service pursuant to this Agreement; however, neither the 4.10 acre parcel nor the 4.67 acre parcel (together the Residue Area) are part of the rezoning. (The Entire Tract, less the “Residue Area”, is hereinafter defined as the “Property.”). The Property is located along the southern boundary of the Town.

EXISTING SITE TABULATIONS			
PARCEL IDENTIFICATION	6953-43-6542		
STREET ADDRESS	NONE ASSIGNED		
PARCEL SIZE (GROSS ACREAGE)	439.73 ACRES		
EXISTING ZONING	R-1	RA	C-2
SIZE (GROSS ACREAGE)	238.40 ACRES	196.66 ACRES	4.67 ACRES
PORTION SUBJECT TO APPLICATION	238.40 ACRES	196.66 ACRES	0.00 ACRES
TOTAL AREA SUBJECT TO APPLICATION	435.06 ACRES		

PROPOSED SITE TABULATIONS			
TOTAL AREA SUBJECT TO APPLICATION	435.06		ACRES
PROPOSED PRD ZONED LAND	206.43		ACRES
PROPOSED RA ZONED LAND	224.53		ACRES
AREA REMAINING RI	4.10		ACRES
AREA REMAINING C2 (NOT SUBJECT TO APPLICATION)	4.67		ACRES
NOTE: PROPOSED RA ZONED LAND INCLUDES 1.41 ACRES TO BE DEDICATED TO LOVERS LANE R.O.W. SEE ZONING PLAT FOR ADDITIONAL INFORMATION.			

R-7 The County has consulted with the Town regarding the establishment of an Urban Development Area for the Property, and subject to the terms and conditions contained herein, the Town and the County agree that the designation of the Property as an Urban Development Area is appropriate and consistent with both the Town and County

Comprehensive Plans.

- R-8 The Town and the County desire and agree that each shall have enforcement powers to provide for the continued performance of this Agreement and the land use requirements and restrictions resulting from the “Rezoning” as defined below. Alwington hereby consents and waives all objections to Standing of the enforcement of this Agreement by the Town and/or the County through any available legal means including but not limited to an action for specific performance. The Town and the County may in the future establish a Joint Planning District as authorized by Section 15.2-2219 of the Code of Virginia. Alwington hereby agrees to cooperate with and assist in any such effort, and consents to the jurisdiction of the Joint Planning District if established.
- R-9. The Town owns and operates water distribution and sewage treatment systems located both within and without its corporate limits pursuant to Section 15.2-2109 of the Virginia Code.
- R-10. Alwington has filed applications with Fauquier County to re-zone and re-plan the Property (collectively, the applications are referred to as the “Rezoning”), as follows:
- Comprehensive Plan Amendment (“CPA”) Case # COMA-15-003473
 - Rezoning, including Concept Development Plan, dated September 30, 2015, (“CDP”), Proffers, dated October 30, 2015, and Code of Development, dated October 30, 2015 (“COD”) Case #REZN-15- 003477
 - Special Exception (Category 20 & 30) Case # SPEX-15-003479
 - Special Exception (Category 23) Case # SPEX-15-003481
 - Preliminary Plat Case # PREP-15-003482

The development planned by Alwington for the Property and described in the Rezoning is referred to hereinafter as the “Project”. The material attributes of the Rezoning are summarized without limitation on Exhibit “A” attached hereto and made a part hereof.

- R-11. In connection with the Project, the County, the Fauquier County Water and Sanitation

Authority (“FCWSA”) and the Town have agreed to modify the previously established provision of sewer and water services to the residents of the County in the Warrenton Service Area, as the same is defined in the Fauquier County Comprehensive Plan, in a certain FAUQUIER COUNTY / TOWN OF WARRENTON / WSA “Tri-Party Agreement” dated June 28, 2001 (the “Tri-Party Agreement”) as amended by Amendment to the Tri-Party Agreement, dated November 1, 2015, which Amendment (attached hereto as Exhibit D) deletes the Property from the WSA exclusive service area and adds the same to the Town Water service area, all as defined therein (as so amended, the “Amended Tri-Party Agreement”).

R-12. The Property is identified in the Amended Tri-Party Agreement as eligible for water service from the Town.

R-13. Alwington has filed the Rezoning application with the County, and has provided copies of the filed materials to the Town.

R-14. The parties desire to enter into this Agreement to effectuate the joint planning and regulation of the Urban Development Area contemplated herein, protect and promote the health, safety and welfare of the citizens of the Town and the citizens of the County within the Warrenton Service Area, and to induce the Town to provide water service to the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree with one another as follows:

1. SERVICE AREA

1.1 Subject to all of the conditions set forth in this Agreement, the Town agrees to

provide water service to the Property up to a maximum number of 229 water service taps, allocated as set forth in Subparagraph 1.4 below.

- 1.2 The Parties hereto agree that the provision of water service by the Town to the Property is conditioned upon: (i) the County designating the Property as an Urban Development Area within its Comprehensive Plan; (ii) the County approving the Rezoning in substantially the same form as submitted (and in conformance with Exhibit “A” hereto) prior to November 30, 2016, and noting that any material change in the Rezoning application shall be subject to further Town approval and, if approved by the Town and deemed necessary, by Amendment to this Agreement; and (iii) the Project, including after being constructed, being at all times in substantial conformance with the Rezoning, as approved. In the event that the conditions precedent set forth in (i) and (ii) are not satisfied, the Town shall have no obligation to provide water service to the Property. In the event that any portion of the Project then built or under construction is not in substantial conformance with the approved Rezoning, or if Alwington shall at any time fail to be in compliance with the terms of this Agreement, then the Town shall be entitled to withhold all future connections to the water system unless and until the Project is brought into substantial conformance with the approved Rezoning and/or Alwington is in compliance herewith. In no event shall the Town be obligated, for any reason, to refund any payments it receives from Alwington pursuant to this Agreement.
- 1.3 The Town’s agreement to provide water services to the Property is further conditioned upon Alwington conveying to the Town at Alwington’s expense:

(a) a fee simple lot at least 100' X 100' containing the well identified as "Proposed Public Well (for future Town use)" on Sheet 6 of 15 of the CDP along with sufficient access to the well lot for the Town to provide for the maintenance and repair of the well and any appurtenances thereto and satisfying the minimum standards of the Town's facilities manual; (b) rights to withdraw all groundwater appurtenant to the well; and (c) three monitoring sites with existing wells to allow the Town to monitor the aforementioned production well along with access to the monitoring well sites. Each of the above is reflected on the Perpetual Easement for Non-Common Open Space Easement and Perpetual Easement for Common Open Space Easement Plats attached hereto as Exhibit "B" and made a part hereof.

1.4 Subject to all of the conditions set forth herein, Alwington shall receive water service for a maximum of two hundred seventeen (217) PRD-zoned lots, for ten (10) lots in the adjoining RA-zoned area, for one (1) R-1 lot, and for one (1) utility lot as shown on the CDP. Notwithstanding the foregoing, any water service tap which has not been purchased and utilized within eleven (11) years of the date of the Rezoning approval shall no longer be available from the Town.

1.5 Alwington shall build the Project water infrastructure to Town standards, and shall connect the Project water system to the existing Town water system in at least two places proximate to the Property as designated by the Town, all at Alwington's expense. Alwington shall post the construction bonds required by the Town, and the Town shall have the right to approve the water system plans and specifications and to inspect the installation of the system, all in the same

manner as if the system were in the Town. Alwington shall include in its recorded covenants for the Property a prohibition against any lot owner drilling an on-site well for private use, except for agricultural use on the RA-zoned land.

1.6 Alwington shall pay the Town the current standard water service access fee for non-Town residences of \$10,000 at the time it files for a building permit on each lot.

1.7 In addition to paying the standard out of Town water service access fee and constructing and dedicating the water system infrastructure to Town standards, Alwington shall pay the amount of \$1,145,000 to the Town as an additional fee for water service on the following schedule:

(a) The first \$500,000 will be paid to the Town in a non-refundable lump sum ninety (90) days after approval by the County of the first site plan for the Project, together with the approval by the Town of the water system design.

(b) The second lump sum payment in the amount of \$200,000 shall be made when the 50th residential building permit is filed for with the County.

(c) The third lump sum payment in the amount of \$200,000 shall be made when the 80th residential building permit is filed for with the County.

(d) The balance of \$245,000 shall be paid when the 100th residential building permit is filed for with the County.

2. DESIGN AND CONSTRUCTION OF WATER FACILITIES

- 2.1 The Parties acknowledge that Section 3 of the Master Agreement shall govern design and construction matters.
- 2.2 The parties agree that the Town shall have the right to acquire easements, including access easements, for such lines and wells as necessary or appropriate to service the relevant portion of the Property and Alwington shall timely cooperate to grant same, as the Town may request from time to time.
- 2.3 The parties agree that the County shall not be liable for the cost of the design, construction and maintenance or operation of any water facility to be constructed to serve the Alwington property.
- 2.4 Alwington agrees that its Code of Development shall contain provisions imposing requirements on any builder that:
- (a) EPA “WaterSense” fixtures and low flush toilets shall be utilized;
 - (b) All homes shall include a form of rain harvesting collection system. For those homeowners choosing a lawn irrigation system, an exterior below ground rain harvesting collection will be required. For all other homeowners an above ground rain barrel or similar type system may be chosen, but shall be placed at the rear of the home and screened from view of a public street. Other types of rain collection systems may be considered on an individual lot basis, subject to review by the homeowners association formed by Alwington for the

Project (the “Alwington Conservancy”). Private on-lot irrigation systems are permitted, but may only be supplied by a rain harvesting collection system, or by a gray water collection system, and may not be connected to the Town’s public water system.

(c) No above or in-ground swimming pools shall be permitted on any residential lots.

3. RATES FOR SERVICES

3.1 The Town shall have the right and obligation to establish water service rates, from time to time and at its discretion, as set forth in Section 5 of the Amended Tri-Party Agreement.

4. DOG PARK

4.1 In Exhibit C attached hereto, the Parties have contemplated proffers for the “Dog Park” provided for in the Rezoning.

5. NOTICES.

5.1 Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand-delivery or by registered or certified mail, return receipt requested, and first class postage prepaid as follows:

TO TOWN: Mayor, Town of Warrenton
18 Court Street
Warrenton, VA 20186

Copy to: Town Attorney
18 Court Street
Warrenton, VA 20186

TO FAUQUIER: Chairman, Board of Supervisors
Fauquier County
40 Culpeper Street
Warrenton, VA 20186

Copy To: County Attorney
40 Culpeper Street
Warrenton, VA 20186

ALWINGTON: Alwington Farm Developers, LLC
37 Main Street
Suite 203
Warrenton, VA 20186

Copy to: Merle W. Fallon, Esq.
Fallon, Myers & Marshall, LLP
110 Main Street
Warrenton, VA 20186

Notices shall be deemed effective when received.

6. CONDITIONS PRECEDENT AND STATUTORY APPROVALS.

6.1 Conditions precedent to the effectuation of this Agreement:

- a) The Amended Tri-Party Agreement shall be fully executed and shall become effective by its terms; and
- b) This Agreement shall have been adopted by the County's Board of Supervisors; and
- c) This Agreement shall have been adopted by the Town Council of the Town.

d) This Agreement shall have been adopted and executed by Alwington, and Alwington's attorney (licensed in Virginia) shall have provided the other parties hereto with a written legal opinion stating that Alwington's officers or members signing this Agreement have due authority to do so, and that this Agreement, including all of the conditions set forth herein, is a legal, valid and binding obligation of Alwington, fully enforceable against Alwington in accordance with its terms.

6.2 The parties agree that the adoption of this Agreement by the County's Board of Supervisors, and by the Town Council of the Town shall be deemed to be, with respect to the Project, approvals for the provision of services (subject to the conditions set forth herein) as required under the Virginia Code.

6.3 Fauquier hereby approves, subject to the conditions set forth herein, the provision of water service by the Town to the Property under Sections 15.2-2111, 15.2-2112 and 15.2-2143, or any remaining provision of Title 15.2 of the Virginia Code.

7. MISCELLANEOUS PROVISIONS.

7.1 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

7.2 **Recitals and Headings.** The Recitals hereof are an integral part of this Agreement, and contain substantive obligations. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

- 7.3 Binding Effect. This Agreement shall be deemed to run with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns, including each party with an interest in the Property or any part thereof such as any homeowners' association or similar organization.
- 7.4 Assignment. This Agreement is assignable by Alwington, provided that it may not do so prior to the later of (i) approval of the Rezoning by the County and (ii) the recordation of this document. Should Alwington sell or assign a majority interest in the Project to another developer or entity (other than collateral assignments to secure financing for the Project, and then only until any action taken by the financier in respect of the collateral, whereupon it shall be deemed to be an assignee), then (a) the assignee or purchaser shall take its interest(s) subject to the obligations of Alwington as set forth in this Agreement; and (b) it shall notify the Town and the County of its contact information in accordance with Subparagraph 5.1 above. Such notification shall occur within ten (10) days of the effective date of the assignment or purchase. Each such assignee or purchaser shall acknowledge to the Town and the County in a signed writing that it is specifically bound by this Agreement, and no such assignment shall be effective until receipt by the Town and the County of this written acknowledgment contemplated herein.
- 7.5 Entire Agreement. This Agreement contains the full and final agreement among the parties hereto with respect to the provision of water service to the Project. In the event of any conflict between this Agreement and the

Amended Tri-Party Agreement, this Agreement shall control.

- 7.6 Modification and Waiver. No change or modification of this Agreement shall be valid unless the same is in writing and properly executed by each of the parties hereto pursuant to due authority. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is properly executed with due authority by the party against whom it is sought to be enforced.
- 7.6 This Agreement may be recorded in the land records of the Circuit Court of Fauquier County by any party hereto.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth above.

TOWN OF WARRENTON, a Virginia
Municipal Corporation

ATTEST:

[Signature]

By *[Signature]* (SEAL)
Brandon Godfrey, Town Manager

APPROVED AS TO FORM:

[Signature]
Town Attorney

Commonwealth of VIRGINIA
County of Fauquier _____

To Wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 18th day of November, 2015, by Brandon Godfrey as Town Manager for the Town of Warrenton.

[Signature]
Notary Public

My Commission Expires: _____

EVELYN J. WEIMER
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #137173 9-30-18
My Commission Expires _____

FAUQUIER COUNTY, a political
Subdivision of the Commonwealth of
Virginia

ATTEST:

N/A
Secretary

By [Signature] (SEAL)
Its County Administrator

APPROVED AS TO FORM:

[Signature]
County Attorney

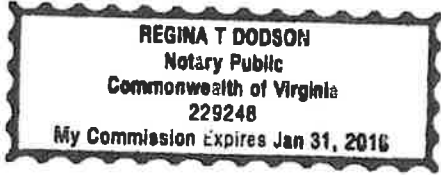
Commonwealth of VIRGINIA
County of Fauquier _____

To Wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this
20th day of November, 2015, by Paul S. McAuliffe as County Administrator for the County of
Fauquier.

[Signature]
, Notary Public

My Commission Expires: Jan 31, 2016



ATTEST:

ALWINGTON FARM DEVELOPERS, LLC

Secretary N/A

By Russell Marks (SEAL)
Its: Managing member

Commonwealth of VIRGINIA
County of Fauquier _____

To Wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 12 day of November, 2015, Russell Marks as managing member on behalf of Alwington Farm Developers, LLC.
RUSSELL MARKS

Susan Young-Cusimano
SUSAN YOUNG-CUSIMANO, Notary Public

My Commission Expires: 12-31-2015

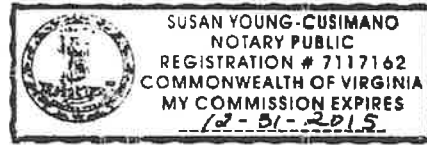


EXHIBIT A

SUMMARY OF MATERIAL ATTRIBUTES OF REZONING

1. Change the zoning on approximately 206.43 acres of the Property from R-1 to PRD and increase the RA zoned area to 224.52 acres (from 196.6 acres) to RA zoning.
2. Reduce the area of the Service District on the Property from 243.08 acres to 215.22 acres by moving the Service District limits to the location shown on the CDP.
3. On the portion of the Property rezoned from R-1 to PRD, Alwington Farm Developer ("AFD") has submitted a Concept Development Plan (CDP) application (as defined in 12-800 of the Fauquier County Zoning Ordinance) to Fauquier County for 217 single family homes. The homes to be built on the 217 lots shown on the CDP will be age-restricted to owners over the age of 55.
4. In addition to all other submittals required to accompany the Rezoning application, AFD's Rezoning application shall include a written Code of Development substantially in the form of the proposed Code of Development, dated October 30, 2015, and submitted with the Rezoning materials.
5. The portion of the Property that is zoned RA will be developed with 9 residential lots, which will not be age restricted, that will total a maximum of 15% of the acreage zoned RA. These will vary in acreage from 1.97 to 3.57 acres for each lot. In addition, there will be one additional lot that will contain a minimum of 85% of the acreage in the portion of the Property zoned RA.
6. AFD has requested the Town of Warrenton to serve the Property with public water service for 229 taps and this Exhibit is attached to said Joint Planning and Water Service Agreement granting said service.
7. Sewer service will be provided to the 217 homes in the PRD by a mass drain field to be developed on the eastern portion of the Property, as shown on Sheet SE-1 of 3 of the CDP. The lots in the RA will be served by septic with on-lot drain fields. The existing R-1 lot shall be served by its drainfield with the alternate ability to be hooked up to the mass drain field.
8. AFD has requested special exceptions to accompany its CDP application for (i) Flood Plain crossings; (ii) waiver of public sewer; and (iii) mass drain field.
9. AFD will provide curb and sidewalk in the area of the PRD lots, as shown in the locations depicted on the CDP application with the main entry road connection to Route 29 Business/Shirley Highway being ditch section. The RA lots will not have curb and gutter.
10. The PRD and RA portions of the Property, except for a 4.67 acre portion currently zoned C-2 (Commercial) will be subject to proffers, which have been submitted with the CDP application, as required.
11. AFD has proffered to prepare the plans and construct a dog park on Town owned property up to a value of \$30,000.00 and further to provide \$5,000.00 per year to the Town for five (5) years for maintenance of said dog park. (See paragraph 4.1 of the Joint Planning and Water Service Agreement.)

12. A walking trail system, open to the public, shown on Sheets 6 of 15 and 15 of 15 of the CDP, including a connection from the Property to the existing Greenway Trail.

13. A sizeable portion of the Property, as reflected on the attached Exhibit B Plats, will be placed in permanent conservation easement with Fauquier County substantially in the location as provided on sheet 15 of the CDP. The easement shall restrict development to one main house and one tenant house, up to three monitoring wells, the County-wide-trail and such other uses as allowed by the County in the rezoning process.

14. The Code of Development specifies certain natural areas, trees and vegetation that will be protected. The covenants contained in the homeowner's association documents will also specify forested areas to be protected.

15. A roadway will be constructed to connect Alwington Boulevard to the Property serving as one of two public street entrances to the Property.

16. A roundabout will be constructed in Route 29 Business/Shirley Highway (subject to VDOT approval) to serve as the main entrance to the Property.

17. The hillside, referred to as the berm, naturally existing today on the Property generally parallel to Route 29 Business/Shirley Highway will remain substantially as-is (although the entrance road will serpentine through it as shown on the CDP).

18. No public roads will connect from the Property to Lovers Lane or Leeton Court.

19. An easement will be granted to the neighboring homeowners' association for ingress and egress to inspect and maintain the dam which lies between the Property and Leeton Lake Drive adjacent to the Property.

The Original submission to the Commission inadvertently contained an outdated version of the Voluntary Settlement Agreement. The parties submitted a corrected agreement to the Commission on July 22, 2024.

**DRAFT 2024 TOWN OF WARRENTON / FAUQUIER COUNTY
ANNEXATION
VOLUNTARY SETTLEMENT AGREEMENT**

THIS VOLUNTARY SETTLEMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the TOWN COUNCIL OF THE OF WARRENTON, VIRGINIA, a Virginia municipal corporation and a body politic (hereinafter “the Town Council”), THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA (a political subdivision of the Commonwealth, hereinafter “the County Board of Supervisors”), ALWINGTON FARM, LLC (hereinafter “Alwington”), ALWINGTON FARM DEVELOPERS, L.L.C. and VAN METRE COMMUNITIES, LLC (together hereinafter “Van Metre”), (collectively referred to herein as the “Parties”).

RECITALS

R-1. WHEREAS, the Parties have reached this Agreement, pursuant to Title 15.2, Chapter 34, of the Code of Virginia, (i) providing for the annexation of certain territory of the County into the Town, and (ii) providing for the development of, and zoning of, the Annexation Area after approval of the proposed Annexation and

R-2. WHEREAS, Alwington is the owner of a certain tract of land containing approximately 234.08765 acres, as the same is more thoroughly identified below as the Arrington Annexation Property, which is a portion of an existing parcel of land, and

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

R-3. WHEREAS, HD Development of Maryland Inc. (“HD”) is the owner of a tract of land containing approximately 0.7361 acres, as the same is more thoroughly identified below as the “HD Property,” and

R-4. WHEREAS, Padmaja and Srinivas Dasari (“Dasari”) are the owners of a tract of land containing approximately 1.1630 acres, as the same is more thoroughly identified below as the “Dasari Property,” and

R-5. WHEREAS, VABFT, LLC, (“VABFT”) is the owner of a tract of land containing approximately 4.3067 acres, as the same is more thoroughly identified below as the “VABFT Property,” and

R-6. WHEREAS, the School Board of Fauquier County (the “School Board”) is the owner of a tract of land containing 0.8105 acre, as the same is more thoroughly identified below as the “School Board Property,” and

R-7. WHEREAS, the County Board of Supervisors is the owner of certain portions of the Alwington Boulevard right-of-way as the same is more thoroughly identified below as the “County Right-of-Way,” and

R-8. WHEREAS, Alwington Estates, LLC (“Alwington Estates”) is the owner of two portions of a larger tract of land, which portions contain approximately 2.20772 acres and 0.56128 acre, respectively, as the same are more thoroughly identified below as the “Alwington Estates Property,” and

R-9. WHEREAS, the County Board of Supervisors and the Town Council, after due consideration, have determined and agree that the boundary between the

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

County and Town should be adjusted and relocated as identified herein, and that certain other matters should be resolved between the County Board of Supervisors and the Town Council, and

R-10. WHEREAS, Van Metre desires to acquire and develop the Arrington Annexation Property owned by Alwington in a manner that is acceptable to the County Board of Supervisors and the Town Council, and

R-11. WHEREAS, on November 9, 2023, the Fauquier County Board of Supervisors approved a Rezoning of the Arrington Annexation Property as more specifically defined herein, that will permit its development in a manner that is acceptable to both the County Board of Supervisors and the Town Council, and the County Board of Supervisors and the Town Council have agreed that the conditions of development of the Arrington Annexation Property that were made proffered conditions of that Rezoning, including the Concept Development Plan, Code of Development and any other binding exhibits thereto and incorporated into the County's approval, should control the future land use thereof whether in the County or the Town's jurisdiction, and

R-12. WHEREAS, on December 12, 2023, the Town Council adopted a resolution in support of a Citizen-Initiated Petition for the inclusion of the Arrington Annexation Property within the corporate limits of the Town subject to Alwington's and Van Metre's agreement that such property would be developed in accordance with the Rezoning, and that the design and construction of the Relocated Taylor Run

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

Pump Station and Alwington Boulevard Improvements would be completed at their sole expense, and

R-13. WHEREAS, after the effective date of the annexation as set out in Section 2.3 below, the Town will have zoning authority over the Annexation Area, subject to vested rights and the processes set out in the Code of Virginia and Town Code as amended from time to time, and

R-14. WHEREAS, the County Board of Supervisors and the Town Council have now determined that this Voluntary Settlement Agreement is necessary and appropriate to ensure the effective provision of Town public services to the area to be included within the corporate limits of the Town, to memorialize their agreement regarding the maintenance and effectuation of the Rezoning and the Town Commitments, and to determine other appropriate matters pursuant to the applicable Virginia statutory framework including certain specific land use and zoning arrangements deriving from the aforesaid Rezoning and Town Commitments as provided by Virginia law,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are conclusively agreed to constitute such consideration, the County Board of Supervisors and the Town Council agree as follows:

SECTION 1. DEFINITIONS

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

The County Board of Supervisors and the Town Council agree that the following words, terms, and abbreviations as used in this Agreement shall have the following defined meanings, unless the context clearly provides otherwise:

1.1. "Additional Annexation Properties" means collectively the Dasari Property, the HD Property, the School Board Property, the VABFT Property, and the Alwington Estates Property containing approximately 9.7853 acres.

1.2. The "Additional Annexation Area Property Owners" mean Dasari, HD, the School Board, VABFT, and Alwington Estates.

1.3. "Alwington" means Alwington Farm, LLC, a Virginia limited liability corporation, and the current legal owner of the Arrington Annexation Property.

1.4. "Alwington Boulevard Improvements" means the widening of existing Alwington Boulevard, and the construction of an extension thereof in accordance with Town standards and specifications to provide a four-lane, median divided roadway from the current boundary between the County and Town northwesterly to the northerly line of Land Bay W (as defined in the Rezoning) ("Phase 1") and a two-lane undivided roadway from the northerly line of Land Bay W to the northerly line of the Arrington Annexation Property ("Phase 2") in accordance with the Rezoning.

1.5. "Alwington Estates Property" means the approximately 2.7690 acres of property owned by Alwington Estates, and identified as "PORTION 1 OF N/F ALWINGTON ESTATES TO BE ANNEXED" containing 2.20772 Acres, and "PORTION 2 OF N/F ALWINGTON ESTATES TO BE ANNEXED" containing

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0.56128 acre, respectively, on Exhibit B, and together being a portion of a larger parcel identified as GPIN 6983-28-8269-000 on the Tax Maps of Fauquier County.

1.6. "Annexation" means the adjustment of the boundary line between the County and the Town as set forth herein.

1.7. "Annexation Area" means that area to be included within the corporate boundaries of the Town pursuant to this Agreement, consisting of the Arrington Annexation Property, the Additional Annexation Area, and the County Right-of-Way, all as further described herein, and as depicted in the attached Exhibits.

1.8. "Arrington Annexation Property" means the approximately 234.08765 acres of property owned by Alwington that is delineated on Exhibit B. The Arrington Annexation Property is currently a portion of a larger parcel containing approximately 431.19759 acres identified as GPIN 6983-44-5875-000 on the Tax Maps of Fauquier County. The remainder of the larger parcel containing approximately 197.10994 acres that is not herein identified shall remain in Fauquier County (the "Arrington Residual Property").

1.9. "Code" means the Code of Virginia (1950), as amended. A reference to a specific Code provision shall mean that Code provision as it existed on the date of execution of this Agreement, and any successor provision should the Code be amended after execution of this Agreement.

1.10. "Commission" means the Virginia Commission on Local Government.

1.11. "County" means the County of Fauquier, Virginia.

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1.12. “County Board of Supervisors” means the Board of Supervisors of the County of Fauquier, Virginia.

1.13. “County Right-of-Way” means those portions of the right-of-way previously dedicated to the County Board of Supervisors for the construction of Alwington Boulevard from Shirley Avenue/James Madison Highway (Business Route 29/15/211) northwesterly to the Arrington Annexation Property boundary and that are not within the Town’s boundary at the time of this Agreement.

1.14. “Dasari Property” means the approximately 1.1630 acres of property owned by Dasari and identified by GPIN 6983-57-9161-000 on the Tax Maps of Fauquier County.

1.15. “Effective Date” means the date upon which the last of the County Board of Supervisors and the Town Council has approved and affixed its signature to this Agreement.

1.16. “HD Property” means the approximately 0.7361 acres of property owned by HD and identified by GPIN 6983-57-1258-000 on the Tax Maps of Fauquier County.

1.17. “Land Bay W” means the land bay so designated on the Concept Development Plan approved with the Rezoning as defined herein and identified as same on Exhibit B.

1.18. The “Parties” refers to the County, Town, Alwington, and Van Metre, collectively being the signatories to this Agreement.

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1.19. The “Relocated Taylor Run Pump Station” means a new sanitary sewer pump station on the Arrington Annexation Property in the general location shown on Sheet 10 of the Concept Development Plan approved with the Rezoning, gravity sanitary sewer from the existing Taylor Run Pump Station to said pump station location, and sufficient sanitary sewer force main required to convey sewage from the new pump station to a connection manhole with capacity to accommodate such flow within the Town.

1.20. The “Rezoning” refers to Rezoning REZN-22-017978 approved by the Fauquier County Board of Supervisors on November 9, 2023, and the Proffered Conditions accepted therewith, together with the Concept Development Plan, Code of Development, and any other exhibits incorporated therein, all governing the development of the Arrington Annexation Property, with copies of such documents attached hereto and incorporated herein by reference as Exhibit C.

1.21. The “School Board Property” means the approximately 0.8105 acre of property owned by the School Board and identified by GPIN 6983-48-7973-000 on the Tax Maps of Fauquier County.

1.22. “Section” refers to the parts of this Agreement unless the context indicates that the reference is to sections of the Code.

1.23. “Special Court” means the Special Court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, of the Code.

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1.24. “Subsection” refers to the parts of this Agreement set out in the various “Sections.”

1.25. “Survey” means the metes and bounds description and graphic depiction of the Annexation Area as set forth on Exhibits “A” and “B” attached hereto.

1.26. “Taylor Run Pump Station” means the existing sanitary sewer pump station located on approximately 0.0826 acre of property identified as GPIN 6983-49-6156-000 on the Tax Maps of Fauquier County, and owned by the Town,

1.27. “Town” means the Town of Warrenton, Virginia.

1.28. “Town Commitments” means the agreement between Alwington and Van Metre to design and construct the Relocated Taylor Run Pump Station and Alwington Boulevard Improvements, at no cost to the County Board of Supervisors or Town Council.

1.29. “Town Council” means the Town Council of the Town of Warrenton, Virginia.

1.30. “VABFT Property” means the approximately 4.31 acres of property owned by VABFT and identified by GPIN 6983-48-7006-000 on the Tax Maps of Fauquier County, and that is the subject of the Annexation contemplated in this Agreement.

1.31. “Van Metre” means Van Metre Communities, L.L.C., a Virginia limited liability company, and Alwington Farm Developers, LLC., a Virginia limited liability company, collectively.

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SECTION 2. VOLUNTARY ANNEXATION

2.1. Annexation Agreement. The County Board of Supervisors and the Town Council agree to the annexation by the Town of that certain territory consisting of the Annexation Area as more specifically described by the Survey.

2.2. Submission of the Survey. The Survey shall be submitted to, and filed with, the Commission and the Special Court appointed to affirm, validate, and give full force and effect to this Agreement, and shall be incorporated into any final Order entered by the Special Court.

2.3. Effective Date of Annexation. The Annexation provided for herein shall become effective on the first day of the second calendar month after entry of the Final Order by the Special Court to affirm, validate, and give full force and effect to this Agreement.

SECTION 3. LAND USE AND ZONING IN ANNEXATION AREA

3.1. Land Use and Zoning Arrangements.

3.1.1. Pursuant to the provisions of Va. Code Ann. § 15.2-3400(2), the County Board of Supervisors and the Town Council agree that the orderly development of the Annexation Area is in the best interest of the County and Town.

3.1.2. The Town Council agrees to administer development of the Arrington Annexation Property in a manner that is consistent and in substantial conformance with the Rezoning. Portions of the Arrington Annexation Property that are zoned PRD will be administered in accordance with the terms of the PRD in effect

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as of the Effective Date (i.e., Zoning Ordinance of Fauquier County §§ 4-100 through 4-115) unless and until the Town rezones the property. Wherever those provisions of the Zoning Ordinance of Fauquier County reference the County or the Board of Supervisors, they will be read as referring to the Town and the Town Council, respectively. The Town shall have sole responsibility for interpretation and enforcement of the PRD zoning within the Arrington Annexation Property.

3.1.3. Notwithstanding the foregoing, the Commercial (C) Zoning District provisions of the Town's Zoning Ordinance shall govern the future use and development of the Alwington Property and that portion of Arrington Annexation Property identified in the Rezoning as to be developed in accordance with the Town of Warrenton's Commercial (C) Zoning District assigned to Land Bay W, as if the Alwington Property and Land Bay W had been so zoned by the Town Council, and future development thereof shall be processed by the Town pursuant to its ordinary procedures therefor.

3.1.4. The Town agrees that upon validation of this Agreement by the Special Court that it will amend its Comprehensive Plan to incorporate the Rezoning into that Plan, if it deems it necessary.

3.2. Zoning Classification of the Additional Annexation Properties. Upon the Effective Date of the Annexation, the Additional Annexation Properties less and except the Alwington Estates Property shall be deemed to be zoned to the applicable Town Zoning District pursuant to Warrenton Zoning Ordinance § 2-5, or any

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substantially similar provision as may be hereafter enacted as transitional zoning for such properties.

3.3. Sewer and Water Services.

3.3.1. The Town Council agrees that it shall permit connection of the properties within the Annexation Area to the Town sanitary sewer and water systems upon written request therefor, and payment of all appropriate fees and charges for such services, subject to compliance with the Town's Public Facilities Manual (as amended from time to time) and completion of the Relocated Taylor Run Pump Station.

3.3.2. In accordance with the Town's utility extension policies, each owner of a property within the Annexation Area shall construct or cause to be constructed, at no expense to the Town or County, such extensions of existing water and/or sanitary sewer mains and laterals as may be required to provide water and sanitary sewer service to their respective properties.

3.3.3. Upon completion of and the Town's final approval of such extension facilities, the property owner constructing same shall convey ownership of the facilities (not including laterals, whose ownership will remain private) and the necessary and associated easements to the Town for inclusion in the Town's public utility system.

3.3.4. Alwington and Van Metre have joint and several responsibility to design and construct the Relocated Taylor Run Pump Station pursuant to the Town

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Commitments prior to issuance of the first certificate of occupancy. Van Metre has heretofore commenced design of construction plans for the Relocated Taylor Run Pump Station and shall diligently pursue completion of said plans and the submittal of same to the applicable regulatory agencies for approval. Within sixty (60) days following approval of the Relocated Taylor Run Pump Station construction plans by all applicable regulatory agencies and the recordation of any easements required for the construction of same, Alwington and/or Van Metre shall commence construction of the Relocated Taylor Run Pump Station and diligently pursue completion thereafter.

3.4 Alwington Boulevard Improvements. Alwington and Van Metre agree to design, pursue approval of such design, bond, permit, and construct the entire length of the Alwington Boulevard Improvements. Phase 1 of such improvements shall be completed through base paving and open to traffic, but not necessarily accepted for maintenance by the Town, prior to issuance of the first certificate of occupancy for any homes or buildings constructed on the Arrington Annexation Property. Phase 2 of such improvements shall be completed through base paving and open to traffic, but not necessarily accepted for maintenance by the Town, prior to issuance of the first certificate of occupancy for any homes or buildings constructed in the North Hamlet (as defined in the Rezoning) of the Arrington Annexation Property.

3.5. Payment of Proffered Amounts. The Rezoning is subject to reasonable proffers voluntarily submitted and agreed to by Alwington and Van Metre including

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cash proffers for schools, public safety and parks and recreation facilities specifically attributable to impacts created by the new development. The Parties agree and consent to the payment of those proffered amounts subsequent to any Annexation provided herein as follows:

3.5.1. Brumfield Elementary School Entrance. If Proffer 19.B(b) applies, the cash in lieu of constructing the entrance shall be payable to Fauquier County.

3.5.2. Schools. Proffer 19 associated with the Rezoning shall remain in effect and due and payable according to its terms to Fauquier County for Taylor Middle School.

3.5.3. Emergency Services. Proffer 12 associated with the Rezoning shall remain in effect and due and payable according to its terms to Fauquier County for the benefit of the Annexation Area.

3.5.4. Parks and Recreation. Proffer 9 associated with the Rezoning shall remain in effect and due and payable according to its terms to the Town of Warrenton.

SECTION 4. COMMISSION AND SPECIAL COURT APPROVAL

4.1. Commission on Local Government Review. The Parties agree to promptly undertake the steps necessary as required by Title 15.2, Chapter 34 of the Code to proceed with this Voluntary Settlement Agreement or other appropriate joint proceeding required to expedite the review of this Agreement by the Commission. The Additional Annexation Area Property Owners may, at their election, participate in those proceedings. The County Board of Supervisors and the Town Council shall

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cooperate in the scheduling and conduct of any hearings that may be required in order to facilitate and advance this Agreement and the Annexation, either in their separate jurisdictions, or with the Commission.

4.2. Special Court Approval. Following the issuance of the report of findings and recommendations by the Commission according to law, the County Board of Supervisors and the Town Council agree that they will each take all steps necessary, and will expeditiously submit this Agreement in its approved form to the Special Court for affirmation and validation, and to give it full force and effect, as required by Title 15.2, Chapter 34 of the Code.

4.3. Termination for Failure to Affirm and Validate and Give Full Force and Effect to This Agreement. The County Board of Supervisors and the Town Council agree that if this Agreement is not affirmed, validated, and given full force and effect by the Special Court without modification, this Agreement shall immediately terminate; provided that the County Board of Supervisors and the Town Council may waive termination under this provision by mutually agreeing to any modifications recommended by the Commission or the Special Court.

SECTION 5. AUTHORITY.

The Town Council has authorized the execution and implementation of this Agreement by resolution, a copy of which is attached hereto as Exhibit D. The County Board of Supervisors has authorized the execution and implementation of this Agreement by resolution, a copy of which is attached hereto as Exhibit E.

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The lawful consent or concurrence to this Agreement by Alwington and Van Metre is attached hereto and incorporated herein by references as Exhibits F and G, respectively.

SECTION 6. FURTHER REQUIREMENTS.

6.1. The County Board of Supervisors, the Town Council, Alwington, and Van Metre agree to perform such other and further requirements as may be necessary to effectuate fully this Agreement and the terms and conditions hereof. Each of the aforesaid further agrees that it shall expeditiously perform those duties and obligations that may be imposed on it by the terms of this Agreement, including, but not limited to, the preparation and submission of necessary materials required for submitting and processing an application to the Commission as provided herein, or as requested by the Commission or its staff.

6.2. The County Board of Supervisors, Town Council, Alwington, and Van Metre understand and agree that all reasonable costs associated with this Agreement shall be borne by the party incurring such costs. "Reasonable costs" shall include preparation of this Agreement and the Survey as well as such other materials as may be required or requested to be provided by the Commission.

SECTION 7. MISCELLANEOUS PROVISIONS

7.1. Binding Effect. This Agreement contains the final and entire agreement between the Parties with respect to this Annexation and is intended to be an integration of all prior understandings. It shall be binding upon and inure to the

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benefit of the Parties, and each of the future governing bodies of the Town and the County, and upon any heirs, successors, or assigns to or of any owner of property within the Annexation Area.

7.2. Amendments. This Agreement may be amended, modified, or supplemented in whole or in part, by mutual agreement of the Parties, prior to affirmation by the Special Court, by a written document of equal formality and dignity, duly executed by the authorized representatives of the Parties.

7.3. Enforceability. This Agreement shall be enforceable only by the Special Court affirming, validating, and giving full force and effect to this Agreement or by a successor Special Court appointed to pursuant to Title 15.2, Chapter 30 of the Code, pursuant to a declaratory judgment action initiated by any of the Parties hereto to secure the performance of any provisions, covenants, conditions and terms contained in this Agreement or the Order affirming, validating, and giving full force and effect to this Agreement.

7.4. Standing. The Parties agree that each shall and does have standing to enforce any of the provisions, covenants, conditions, and terms of this Agreement.

IN CONSIDERATION of the foregoing, the authorized representatives of the Parties have executed this Agreement as of the date and year first herein written.

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TOWN OF WARRENTON

By: _____
Carter Nevill
Mayor

Approved as to Form:

Town Attorney

DRAFT

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FAUQUIER COUNTY, VIRGINIA

By: _____
Chair, Fauquier County Board of Supervisors

Approved as to Form:

County Attorney

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VAN METRE COMMUNITIES, L.L.C., a
Virginia limited liability company,

By: VMC Homes, Inc., its manager

By: _____

Title: _____

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ALWINGTON FARM LLC,
a Virginia limited liability company

By: _____

Title: _____

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ALWINGTON FARM DEVELOPERS, L.L.C.,
A Virginia limited liability company

By: _____

Title: _____

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LIST OF EXHIBITS

- EXHIBIT - A METES & BOUNDS DESCRIPTION OF THE ANNEXATION AREA
- EXHIBIT - B GRAPHIC DEPICTION OF ANNEXATION AREA
- EXHIBIT - C ARRINGTON ANNEXATION PROPERTY REZONING DOCUMENTS
- EXHIBIT - D RESOLUTION OF TOWN COUNCIL
- EXHIBIT - E RESOLUTION OF COUNTY BOARD OF SUPERVISORS
- EXHIBIT - F RESOLUTION BY ALWINGTON FARM, LLC
- EXHIBIT - G RESOLUTION BY ALWINGTON FARM DEVELOPERS, L.L.C.
- EXHIBIT - H RESOLUTION BY VAN METRE COMMUNITIES, L.L.C.