

**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

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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

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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

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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

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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

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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 CONSENT BY ALWINGTON
- EXHIBIT - G CONSENT AND CONCURRENCE BY VAN METRE

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