

REPORT
ON THE
TOWN OF CHRISTIANSBURG—COUNTY OF MONTGOMERY
SETTLEMENT AGREEMENT



COMMISSION ON LOCAL GOVERNMENT
COMMONWEALTH OF VIRGINIA

REPORT ON THE
TOWN OF CHRISTIANSBURG - COUNTY OF MONTGOMERY
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REPORT OF THE
COMMISSION ON LOCAL GOVERNMENT
TOWN OF CHRISTIANSBURG - COUNTY OF MONTGOMERY
SETTLEMENT AGREEMENT

PROCEEDINGS OF THE COMMISSION

On September 3, 1987 the Town of Christiansburg filed notice with the Commission on Local Government, pursuant to the provisions of Section 15.1-945.7 (A) of the Code of Virginia, of a proposed settlement agreement which the Town had negotiated with Montgomery County.¹ That notice was accompanied by a copy of a joint resolution which had been adopted by the governing bodies of the two jurisdictions requesting the Commission's review of the proposed agreement. Further, as required by statute, the Town concurrently gave notice of the proposed settlement agreement to 32 other local governments with which it shared functions, revenue, or tax sources.²

The principal provisions of the settlement agreement are those which would (1) grant Christiansburg an annexation of approximately 5.4 square miles of territory, (2) require the Town's renunciation of its authority to initiate succeeding annexation actions for a 15-year period, (3) require the Town's waiver of its authority to seek city status for a 20-year period, (4) require the Town's relinquishment of its extraterritorial subdivision control authority, except where Town-owned utilities are involved, (5) commit Christiansburg and Montgomery

¹In September 1986 the Commission designated Drs. James Wolf and Orion White of Virginia Polytechnic Institute and State University as independent mediators to assist the Town of Christiansburg, the Town of Blacksburg, and Montgomery County in their interlocal negotiations relative to an annexation action previously initiated by Christiansburg. The interlocal negotiations were recessed in late 1986 pending receipt of the Commission's report on the annexation issue. Negotiations among the three jurisdictions were resumed with the assistance of Dr. Wolf following the issuance of the Commission's report in February 1987, with Blacksburg formally withdrawing from the interlocal discussions in April 1987.

²Sec. 15.1-945.7 (A), Code of Va.

County to collaborative efforts with respect to water and sewerage activities, and (6) establish a multijurisdictional advisory planning body to oversee development in the corridor between the current northern boundary of the Town of Christiansburg and the southern boundary of the Town of Blacksburg.³ The annexation proposed in the settlement agreement is that recommended by this Commission in February 1987 following our review of an annexation action previously initiated by the Town.⁴

As part of its general review of the settlement agreement, the Commission received oral presentations from the parties and from the Town of Blacksburg on October 5, 1987.⁵ In addition to those presentations and its review of other materials submitted by Christiansburg and Montgomery County, the Commission solicited comment from other potentially affected political subdivisions in the area and from the public.⁶ Each political subdivision receiving notice of the settlement agreement from the parties was invited by this Commission to submit testimony on the agreement for consideration. Further, the Commission held a public hearing, advertised in accordance with the requirements of Section 15.1-945.7 (B) of the Code of

³The settlement agreement cites and incorporates by reference separate documents dealing with the water, wastewater treatment, and corridor planning issues. See Appendix A for the full text of the settlement agreement with its incorporated attachments.

⁴See Commission on Local Government, Report on the Town of Christiansburg - County of Montgomery Annexation Action (hereinafter cited as Christiansburg Annexation Report), Feb. 1987.

⁵As a result of a resolution adopted by the Town Council on September 22, 1987, the Town of Blacksburg requested and was granted an opportunity to present testimony to the Commission during its oral presentations on October 5, 1987.

⁶By petitions dated September 3 and September 14, 1987, respectively, Counsel for the Town of Christiansburg and Montgomery County incorporated by reference in support of the settlement agreement all data and exhibits previously filed by the two jurisdictions with the Commission during its review of the initial annexation action.

Virginia, on the evening of October 5, 1987 in Christiansburg.⁷ The public hearing was attended by approximately 25 persons and produced testimony from three individuals. In order to receive additional public comment, the Commission agreed to keep open its record for the receipt of written submissions through October 15, 1987.

SCOPE OF REVIEW

The Commission on Local Government is directed by law to review proposed annexations, other local boundary change and transition issues, and negotiated agreements settling such issues prior to their being presented to the courts for ultimate disposition. Upon receipt of notice of such an action or agreement, the Commission is directed "to hold hearings, make investigations, analyze local needs" and to submit a report containing findings of fact and recommendations regarding the issue to the affected local government and to any court which may subsequently be convened to review the matter.⁸ With respect to a proposed agreement negotiated under the authority of Section 15.1-1167.1 of the Code of Virginia, the Commission is required to determine in its review "whether the proposed settlement is in the best interest of the Commonwealth." In our judgment, the State's fundamental interest in proposed interlocal agreements negotiated under the authority of Section 15.1-1167.1 is the preservation and promotion of the general viability of the affected localities.

As noted previously, in this instance the Commission is required to review an interlocal agreement which principally (1) grants the Town an annexation of approximately 5.4 square miles of territory,

⁷At the request of the Commission copies of the settlement agreement and related materials were made available in the offices of the Town Manager and County Administrator for review by the public during normal working hours.

⁸Sec. 15.1-945.7 (A), Code of Va.

(2) requires the Town's waiver of its authority to initiate any subsequent annexation action and its authority to seek city status for specified periods of time, and (3) commits the two jurisdictions to collaborative efforts with respect to utilities and the regulation of development in specified areas adjacent to the municipality. A proper analysis of the proposed Town of Christiansburg - Montgomery County settlement agreement, as mandated by statute, requires consideration of the ramifications of these provisions with respect to the future viability of the two jurisdictions.

ANNEXATION

In the Commission's February 1987 report on the annexation action previously initiated by the Town of Christiansburg, this body recommended that the Town be permitted to annex, subject to certain conditions, an area of approximately 5.4 square miles of territory in Montgomery County.⁹ That recommended annexation constitutes one of the provisions of the proposed settlement agreement. In our view, the recommended annexation met the current and anticipated future needs of the Town of Christiansburg and, provided that improvements were made in the Town's planning and development control instruments, equitably addressed the interest of all affected parties. In terms of such improvements, the Commission stated:

. . . [W]e recommend that the Town of Christiansburg develop, as a condition of this recommended annexation, improved development control regulations encompassing strengthened provisions regarding setbacks, side yards, screening, landscaping, and lot coverage for its business and industrial districts. As an adjunct to such revisions in its regulatory control instruments, Christiansburg should amend its sign regulations in a manner which would significantly increase the Town's ability to control the number, type, height, and square footage of all signage. Further, with respect to its zoning ordinance, Christiansburg should establish a zoning district which would have as its primary purpose the protection of agricultural operations and which would prohibit all incompatible

⁹See Appendix B for a map of the area previously recommended for annexation by the Commission and that currently proposed for annexation under the terms of the settlement agreement.

uses, even on a conditional basis.¹⁰

Thus, while the Commission has previously recommended the specific annexation contained in the proposed settlement agreement, it did so with the qualification that the Town of Christiansburg address certain deficiencies in its public planning and development control instruments.

In response to the concerns expressed by the Commission in its February 1987 report, the Town of Christiansburg has taken significant steps to improve the adequacy of its planning and development control measures. Those steps include revisions to the Town's comprehensive plan and proposed modifications of its zoning and signage control ordinances.¹¹ While revisions to the latter two instruments are currently awaiting final action by the Town Council, the proposed revisions, if adopted, will significantly address the concerns this Commission has previously expressed.

In terms of improvements to its comprehensive plan, Christiansburg has modified that fundamental planning instrument by the inclusion of a chapter devoted to implementation measures. Included in the new chapter are provisions calling for (1) the review of all proposed municipal capital projects by the planning commission to promote their compliance with the Town's comprehensive plan, (2) cooperation with the planning commissions of neighboring jurisdictions and with the Montgomery County School Board, and (3) specific amendments to the Town's zoning ordinance for the purpose of making that ordinance a more effective instrument for achieving the objectives of the compre-

¹⁰Christiansburg Annexation Report, pp. 82-83 (notes omitted).

¹¹The improvements made by Christiansburg in its public planning and development control instruments are succinctly presented in John I. Cofer, Consultant, Town of Christiansburg, "Summary of Actions by the Town of Christiansburg in Response to Recommendations of the Commission on Local Government on Planning and Zoning Matters," Sep. 21, 1987. Mr. Cofer's report was presented to the Commission on Local Government pursuant to a request initiated by this body. The Commission's own analysis of the changes made or proposed in

hensive plan.¹² With respect to revisions to Christiansburg's zoning ordinance, the Commission notes that the Town currently has under consideration a revised instrument which includes provisions which would (1) establish certain set-back requirements for business and industrial districts, (2) require review of site plans for major developments proposed within the Town's corporate limits, and (3) reduce incursion into agricultural areas.¹³ In regard to Christiansburg's sign ordinance, we note that the municipality currently has under consideration a revised measure which should permit the Town to control signage more effectively and which can enable it eventually to bring nonconforming signs into compliance with the revised standards.¹⁴

In sum, Christiansburg's revised comprehensive plan and the revised zoning and sign ordinances, if the latter are adopted as proposed, will provide the Town with significantly improved instruments to guide its future development. Based upon our previous review of the annexation issue and in recognition of the improvements being made in Christiansburg's development control instruments, we find that the proposed annexation appropriately addresses the interests of all parties and is consistent with the best interests of the Commonwealth.

Christiansburg's planning instruments generally supports the evaluative comments contained in Mr. Cofer's report.

¹²Christiansburg's current comprehensive plan, which was adopted subsequent to the Commission's report of February 1987, now includes a ten-page section entitled "Plan Implementation." The Town's previous comprehensive plan contained only a single page providing only a skeletal listing of "Resources for Implementation."

¹³The proposed zoning ordinance affords the Town an opportunity to guide properly new development within its corporate limits, to enhance its aesthetic environment, and to mitigate the impact of development on agricultural operations brought within its boundaries.

¹⁴While the revised sign ordinance under review by the Town does not have an amortization schedule for the removal of nonconforming signs, it does contain provisions which can have a salutary

WAIVER OF ANNEXATION AND TRANSITION AUTHORITY

The area proposed for annexation under the terms of the settlement agreement encompasses 5.4 square miles of territory containing approximately 2,300 persons and an estimated \$45,000,000 in real estate values based on 1985 assessments.¹⁵ The annexation area embraces numerous residential subdivisions, the site of the New River Valley Mall, and other properties with significant potential for future development. As noted in our previous report, the properties adjacent to U. S. Route 460, both north and east of the Town, and those adjacent to State Route 114 west of Christiansburg are, in particular, likely to be focal points for development in the future. Thus, current evidence suggests that the proposed annexation should provide Christiansburg with demographic and fiscal resources to sustain its viability for the foreseeable future. Accordingly, this Commission has no basis for concluding that the waiver by Christiansburg of its authority to initiate annexation actions during the 15-year period following the implementation of this agreement threatens the viability of that jurisdiction.

In terms of the Town's waiver of its authority to seek city status during the 20-year period following the effective date of the proposed agreement, this Commission is well aware of the positive consequences which can result from a maintenance of the governmental bonds which presently unite Christiansburg and Montgomery County. With respect this point, our previous report noted:

Our intensive analysis of the annexation issue has heightened our understanding of the interdependence of Montgomery County and the Towns of Christiansburg and Blacksburg. As a result of Montgomery County's ability to rely principally on Christiansburg and Blacksburg for utilities and related urban services to residents

effect on the signage problem. An example of such a provision is that which forbids the issuance of permits for additional signs on any premises containing nonconforming signs.

¹⁵The population and real property assessments for the area proposed for annexation are the result of interpolations made by the Commission from data presented in Town of Christiansburg, Town of

of those communities, the County has been able to invest the predominant portion of its resources into an educational program for the benefit of its citizens generally. The cooperation and collaboration which has existed among the three jurisdictions has permitted, in our judgment, a proper and wise division of public service responsibilities. Accordingly, this Commission strongly encourages Christiansburg, Blacksburg, and Montgomery County to explore vigorously solutions to the intergovernmental concerns of the area which enable continued cooperation in the provision of governmental services.¹⁶

The provision in the settlement agreement by which the Town of Christiansburg waives its authority to seek city status for a 20-year period of time constitutes an action facilitating such interlocal collaboration.

In sum, the provisions in the proposed settlement agreement by which the Town of Christiansburg waives its annexation and transition authority for specified periods of time are consistent with the interest of the State in the preservation and promotion of the viability of its local governments.

UTILITIES AND SUBDIVISION REGULATION

The proposed settlement agreement embraces and incorporates by reference two separate interlocal accords under which the Town and County (in conjunction with the Montgomery County Public Service Authority) will collaborate in the extension of utility services to residents of the Christiansburg area.¹⁷ The utility accords assign discrete water and sewerage service areas to the two jurisdictions and commits the Town to the provision of specified amounts of potable water and wastewater treatment service to the County over the next

Christiansburg Annexation Notice and Supporting Data, 2 vols., Apr. 1986, Vol. I, pp. 30-32.

¹⁶Christiansburg Annexation Report, pp.85-86.

¹⁷The separate utility accords are cited in Section 4.1 of the proposed settlement agreement and are attached to that document as Exhibits D and E.

several decades.¹⁸ These utility components of the settlement agreement promote interjurisdictional cooperation in major service areas and are clearly consistent with the best interest of the Commonwealth.

With respect to the waiver by the Town of its authority to review certain subdivisions beyond its corporate boundary, this Commission has no basis for concluding that such a waiver is contrary to the interest of the State. In our judgment, Montgomery County can ensure the proper review of those subdivision plats which will become subject to its approval as a result of this provision in the proposed settlement agreement.¹⁹

CORRIDOR PLANNING

A final element of the proposed settlement agreement is a component calling for the establishment of a joint planning program to oversee development occurring between the current corporate limits of the Town of Christiansburg and the southern boundary of the Town of Blacksburg.²⁰ This component of the settlement agreement proposes that the three jurisdictions in the area (Blacksburg, Christiansburg, and Montgomery County) participate in the joint planning effort, with each jurisdiction selecting three members to serve on an Advisory

¹⁸The proposed agreement on water is due to become effective on the date of entry of the order of the special court approving the general settlement agreement, while that dealing with wastewater treatment is due to become effective on the date of annexation as established by the court. Both utility agreements are due to expire 20 years after the effective date of annexation, with each subject to renegotiation and extension. (See Appendix A, Exhs. D and E, Secs. 6.1 and 9, respectively.)

¹⁹The Commission notes that the County's subdivision ordinance authorizes, in certain instances, the construction of private streets. While the Commission has been advised that no private streets have been constructed under the ordinance since 1979, the authorization for such can result in future problems in urbanizing areas.

²⁰This component is cited in Section 5.1 of the settlement agreement and is attached to that document as Exhibit F. Under the

Planning Council.²¹ Under the terms of the agreement, however, the joint planning activity for the corridor could be established bilaterally, if the planning instrument is only approved by Christiansburg and the County.

Pursuant to the terms of the proposed planning agreement, the Advisory Planning Council would be responsible for the development of a "corridor plan" which would include an analysis of current land use, standards of future development, and recommendations for the implementation of land use decisions in the corridor. The proposed corridor plan would also recommend amendments to the comprehensive plans, subdivision ordinances, zoning ordinances, and other regulatory instruments of the three jurisdictions in order to bring those measures into compliance with the development standards set forth in that plan.²² Each local governing body would have the option, however, to adopt or reject any portion of the corridor plan as it saw fit. However, upon approval of the corridor plan, or any portion thereof, the adopted element would be accorded the same legal standing within the area to which it applies as is accorded local comprehensive plans under applicable provisions of the Code of Virginia.²³

The proposed corridor planning process addresses a concern which this Commission noted in its previous report on the annexation issue. Our February 1987 report observed:

terms of the planning agreement the joint planning effort would continue for a minimum of 20 years. (See Attachment A, Exh. F, Sec. 4.)

²¹Ibid., Sec. 3.2. The three members appointed by each jurisdiction to serve on the Advisory Planning Council shall include two persons from the local planning commission and one from the local governing body.

²²Development standards in the corridor plan would include those which would apply to access, off-street parking, screening, landscaping, and signage. (Ibid., Sec.2.6.)

²³Ibid., Sec. 2.10.

. . .[S]ince the development of the U. S. Route 460 corridor north of Christiansburg does immediately impact the Town of Blacksburg, as well as Montgomery County generally, the Commission recommends that the three jurisdictions collaborate in development of plans governing the future growth of that area. The evident interdependence of Christiansburg, Blacksburg, and Montgomery County underscores the desirability of a collaborative approach to the future development of U. S. Route 460 corridor and, indeed, to the public affairs of Montgomery County as a whole.²⁴

This Commission has no difficulty concluding that the proposed corridor planning instrument is in the interest of the three jurisdictions and, accordingly, in the best interest of the Commonwealth.

While this Commission endorses the intention of Christiansburg and Montgomery County to support bilaterally the development and implementation of a corridor plan, we are obliged to observe that, in our opinion, the proposed planning process would be greatly enhanced by the participation of the Town of Blacksburg. We are pleased to note that the Council of the Town of Blacksburg, while remaining opposed to Christiansburg's annexation of territory north of State Route 114, has indicated that it "remains open to participating with Montgomery County and the Town of Christiansburg in a joint planning agreement which might lead to efficient, good quality, and attractive development of the Route 460 Corridor; . . ."²⁵ While indicating its willingness to consider participating in a joint planning effort for the corridor, Blacksburg has expressed concern regarding the adequacy of the multijurisdictional planning instrument currently included in the settlement agreement negotiated by Christiansburg and Montgomery County. Blacksburg contends, *inter alia*, that the proposed joint planning body should be given substantive responsibility to review and approve subdivision plats and site plans proposed in the

²⁴Christiansburg Annexation Report, p. 83 (notes omitted).

²⁵Resolution 4-C-87 adopted by the Council of the Town of Blacksburg, April 6, 1987.

corridor.²⁶


With respect to Blacksburg's proposal for the delegation of certain substantive responsibilities to the Advisory Planning Council, we believe that the nature of the authority delegated to the proposed joint planning body must be the product of negotiations among the participating jurisdictions. We do support, however, the establishment of a joint planning process which is capable of addressing the problems which the corridor will confront. To that end, we recommend that the proposed Advisory Planning Council be given responsibility for the annual review of each jurisdiction's capital improvement program for the purpose of analyzing the impact of those programs on prospective development in the corridor. This recommended extension in the role of the Advisory Planning Council should contribute to the effectiveness of that body. In sum, an effective joint planning program for the corridor between the two municipalities promises benefits to each of the jurisdictions in the area.

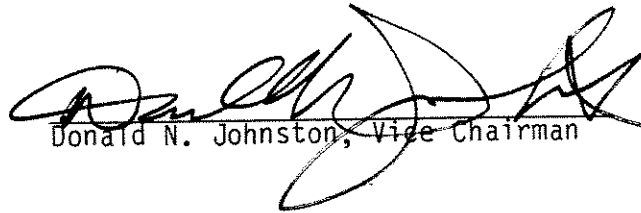
RECOMMENDATION

In our judgment, the Town of Christiansburg and Montgomery County have negotiated an agreement which equitably addresses the concerns of both jurisdictions and, accordingly, is in the best interest of the Commonwealth. The Commission recommends the court's approval of the settlement agreement.

²⁶Richard B. Kaufman, Town Attorney, Town of Blacksburg, "Memorandum of Law," Oct. 12, 1987. This memorandum contends that the review and approval of subdivision plats and site plans are administrative and ministerial functions which may be properly delegated by the local governing bodies to the Advisory Planning Council.

Respectfully submitted,


Mary Sherwood Holt, Chairman


Donald N. Johnston, Vice Chairman


Harold S. Atkinson


William S. Hubard


Frank Raflo

APPENDIX A

SETTLEMENT AGREEMENT BETWEEN THE TOWN OF CHRISTIANSBURG
AND THE COUNTY OF MONTGOMERY

This agreement is made and entered into this 2nd day of September, 1987, by and between the TOWN OF CHRISTIANSBURG ("Town"), a municipal corporation of the Commonwealth of Virginia, and the COUNTY OF MONTGOMERY ("County"), a County of the Commonwealth of Virginia.

WHEREAS, on May 9, 1986 the Town commenced before the Commission on Local Government a proceeding to annex certain County territory;

WHEREAS, the Commission issued in February, 1987 its report containing findings of fact and recommendations concerning the proposed annexation;

WHEREAS, the continued pursuit of a contested annexation action would involve great expenditures of time and money by the Town and the County;

WHEREAS, the Town Council and the County Board of Supervisors have sought to find an amicable solution to this controversy through negotiations; and

WHEREAS, the Town and the County, pursuant to Chapter 26.1 of Title 15.1 of the Code of Virginia (1950), as amended, have reached a voluntary settlement which provides for the annexation of certain territory, for the waiver of certain

annexation and city status rights by the Town, for a waiver by the Town of certain extraterritorial subdivision authority, for certain water and sewer utility arrangements, and for other terms and conditions as set forth in the joint resolution adopted by the Board of Supervisors of Montgomery County, Virginia and the Town Council for the Town of Christiansburg, Virginia, on May 14, 1987, a copy of which joint resolution is hereto attached and marked Exhibit A and by this reference is made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the County agree as follows:

Article I

Voluntary Annexation and Waiver of Annexation Rights

Section 1.1. The corporate boundaries of the Town shall be modified by the annexation to the Town of certain County territory which is described by metes and bounds on Exhibit B attached hereto and which is depicted on the map attached hereto as Exhibit C.

Section 1.2. The annexation of said area shall be effective on January 1, 1988 commencing at the moment that day begins. If the special court, pursuant to Section 15.1-1167.1 of the Code of Virginia (1950), as amended, has not entered an order prior to December 31, 1987 approving and affirming this agreement, then the annexation shall be effective at midnight on the 30th day of June or at midnight on the 31st day of December

following the date of entry of such order, whichever date is earlier.

Section 1.3. The Town shall forthwith cause the annexation area to be surveyed and to be appropriately monumented. A copy of the survey description and a map reflecting the same shall be submitted to the special court reviewing this agreement and shall be incorporated herein.

Section 1.4. For a period of fifteen years commencing on January 1, 1988, or on the effective date of the annexation provided for in Section 1.1, whichever is later, the Town hereby waives its statutory rights to institute any action to annex County territory, unless the County agrees to such a boundary change. This waiver of annexation rights shall be applicable only to proceedings initiated by the Town and shall not be applicable to any proceeding commenced by property owners or qualified voters pursuant to Section 15.1-1034 of the Code of Virginia. In the event annexation proceedings are instituted by property owners or qualified voters, the Town shall consult and cooperate with the County in attempting to resolve the proposed boundary change without contested proceedings. Following said fifteen-year period, the Town may institute without the County's consent proceedings to annex County territory; however, prior to instituting such proceedings, the Town will likewise consult and cooperate with the County in an effort to resolve by agreement any such boundary change proposed by the Town.

Section 1.5. The Town and the County agree that no financial adjustments shall be required as a result of the annexation of County territory. Specifically, the Town shall not be required to assume any proportion of any existing debt of the County or any district therein, and the Town shall not be required to compensate the County for its prospective net loss, if any, of tax revenues. Furthermore, there are no County-owned public improvements which shall become the property of the Town as a result of this annexation. The County shall not be required to pay any costs incurred by the Town in connection with this annexation proceeding.

Article II

Waiver of City Status Rights.

Section 2.1. For a period of at least twenty years from January 1, 1988, or from the effective date of annexation, whichever is later, the Town agrees that it will not institute any proceeding pursuant to Chapter 22 (Section 15.1-982.1 et seq.) of Title 15.1 of the Code of Virginia (1950), as amended, or any statute similar thereto, to obtain city status for the Town.

Article III

Waiver of Extraterritorial Subdivision Jurisdiction

Section 3.1. The Town agrees to waive and relinquish its authority to exercise extraterritorial subdivision control pursuant to Section 4.01 of its Town charter; however, if water

or sewer lines are proposed for connection to the Town system in any area, then the Town shall continue to approve the planning, construction, and inspection of those lines using specifications of the Town or the Montgomery County Public Service Authority, whichever are more stringent. Water and sewer pipelines and easements within the Montgomery County Public Service Authority's service areas shall be the property of the Montgomery County Public Service Authority, except the main sewer interceptor and associated easements that presently run westward from the Town limits along Crab Creek to the Town's treatment plant. Said interceptor and easements, along with the wastewater treatment plant itself, shall remain the property of the Town. Water and sewer pipelines and easements within Town service areas shall be the property of the Town.

Article IV

Utility Arrangements

Section 4.1. As part of this voluntary settlement, the Town, the County, and the Montgomery County Public Service Authority have entered into a separate wastewater treatment agreement which generally provides for the joint use of the Town's enlarged wastewater treatment plant and for the allocation of exclusive service areas in the County territory adjacent to the Town. The provisions of that agreement, a copy of which is attached hereto as Exhibit D, are incorporated by reference and made a part of this voluntary settlement.

Section 4.2. As part of this voluntary settlement, the Town, the County, and the Montgomery County Public Service Authority have entered into a separate water purchase agreement which generally provides of the sale of bulk water by the Town to the Montgomery County Public Service Authority within certain areas adjacent to the Town corporate limits. The provision of that agreement, a copy of which is attached hereto as Exhibit E, are incorporated by reference and made a part of this voluntary settlement.

Article V

Corridor Planning

Section 5.1. As part of this voluntary settlement, the Town and the County have entered into a separate agreement by which they will establish an Advisory Planning Council to assist each locality in formulating and applying appropriate development controls for the corridor area between the Town of Christiansburg and the Town of Blacksburg. The provisions of that agreement, a copy of which is attached hereto as Exhibit F, are incorporated by reference and made a part of this voluntary settlement.

Article VI

Miscellaneous Provisions

Section 6.1. The Town and the County agree to undertake promptly all steps required by Chapter 26.1:1 of Title 15.1 of the Code of Virginia (1950), as amended, to obtain an order

from a special court affirming and validating this agreement and giving it full force and effect.

Section 6.2. In the event the special court does not affirm and approve this agreement without modification, except as herein expressly permitted, it shall be null and void and of no further force and effect.

Section 6.3. This agreement may be amended, modified, or supplemented, in whole or in part, by mutual consent of the Town and the County by a written document duly executed by the authorized representatives of the Town and the County.

Section 6.4. This agreement shall be enforceable in a duly designated special court. In the event such a special court determines that it lacks jurisdiction to hear such an action, then any other court of competent jurisdiction may enforce the terms and conditions of this agreement.

IN WITNESS WHEREOF, the governing bodies of the Town and the County have each by ordinance or resolution caused this agreement to be duly executed in several counterparts, each of which shall constitute an original, by their Mayor or Chairman and attested by their Clerks.

TOWN OF CHRISTIANSBURG, VIRGINIA

By

Donald S. Pinkney
Mayor

ATTEST:

Frank P. Birch
Clerk of Council

COUNTY OF MONTGOMERY, VIRGINIA

By Lindsay B. West
Chairman, Board of Supervisors

ATTEST:

Betty S. Thomas
Board Clerk

ANNEXATION SETTLEMENT AGREEMENT

Town of Christiansburg and County of Montgomery

May 14, 1987

WHEREAS, Montgomery County and the Town of Christiansburg have reached agreement in principle for the negotiated settlement of Christiansburg's proposed annexation; and

WHEREAS, Montgomery County and the Town of Christiansburg believe that it is in their best interests to draft and execute an agreement incorporating the details of the settlement.

NOW, THEREFORE, BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia, and the Town Council of the Town of Christiansburg, Virginia, that the terms, provisions and conditions of the negotiated settlement agreement are to include the following points:

1. Territory

As recommended by the Commission on Local Government.

2. City Status

The Town agrees not to seek city status for a period of at least 20 years.

3. Subdivision Approval

The Town would relinquish out-of-town subdivision control except where town-owned utilities are involved. If water and/or sewer lines are connected to the Christiansburg system, then Christiansburg would approve the planning, construction, and inspection of those lines using town and/or PSA specifications, whichever is the most stringent. Water and sewer pipelines within PSA service areas shall be the property of the PSA, and water and sewer pipelines within Town service areas shall be Town property.

4. Sewer

- a. The County agrees that the area annexed by the Town will become the Town's service areas.
- b. If the Slate Branch Interceptor is not built, the Town will reserve 360,000 gpd (12% of plant capacity) for the County/PSA.
 1. The Town is willing to negotiate County/PSA use of unused capacity of the Crab Creek plant in addition to the 12%.

4. Sewer (cont'd)

2. Upon future enlargement of the Crab Creek Plant, the Town will consult with the County/PSA to determine if additional capacity is needed and will consider additional County/PSA capacity of 12% of expanded plant.

c. PSA Sewer Areas for the Crab Creek Plant:

1. Areas shown in blue on Town proposal together with PSA Area I south of 114 and west of western annexation line west of Rt. 661.
 2. 500 foot wide strip on east side of U.S. Route 460.
 3. Area east of the "Horticulture Farm" property line. All of the farm property to be in Town Service Area.
 4. Mudpike and I-81 (Area II) area as now shown under existing agreement which does not include the Gulberg Estates area. Area is not to be served by Crab Creek unless the County agrees to construct the Country Club interceptor.
- d. The Town intends to provide sewer services including the construction of a pump station for County/PSA access to the area North of 114 within 18 to 36 months from the effective date of annexation.

5. Bulk Water Sales

- a. Town agrees to sell bulk water to the PSA at a rate of 125% of the cost paid by the Town to the Water Authority.
- b. Town will sell bulk water to the PSA at a point one-half mile beyond the corporate limits or the end of existing mains whichever distance is greater. The Town will not extend its mains north of the north R/W line of the N&W Railroad (Old Virginian Railroad). The Town will not extend its water mains beyond those points ($\frac{1}{2}$ mile from new corporate limit or $\frac{1}{2}$ mile from the existing mains) without County and PSA approval.

6. Annexation

The Town will agree to a 15 year moratorium on Town initiated annexation. After 15 years, the County and the Town will consult and cooperate on any annexation. The Town is willing to consult and cooperate with the County on petition annexation.

7. Corridor Planning

The Board and the Town shall participate with Blacksburg in an Advisory Planning Council for the 460/114 Corridor. Current County zoning shall remain in effect within annexed areas of the Corridor for a period not to exceed one year from the effective date of annexation or until the Advisory Planning Council develops a plan for the Corridor, whichever occurs first.

8. Invitation to Blacksburg


The Board and the Town, in the spirit of cooperation and with a desire to resolve as many intra-local government issues as possible, invites Blacksburg to join in the settlement.


BE IT FURTHER RESOLVED, That it is the intent of the Board of Supervisors of Montgomery County and the Town Council of the Town of Christiansburg that the Annexation and the terms and provisions of the settlement agreement take effect on 1 January 1988, and


BE IT FURTHER RESOLVED, That the Chairman of the Board is hereby authorized and directed to execute the resolution on behalf of Montgomery County and the County Administrator is directed to attest thereto, and

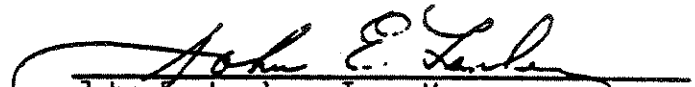
The Mayor of the Town of Christiansburg is hereby authorized and directed to execute this resolution on behalf of the Town of Christiansburg and the Town Manager is directed to attest thereto.

The foregoing is certified to be a true copy of a Resolution adopted by the Board of Supervisors of Montgomery County, Virginia, and the Town Council of the Town of Christiansburg, Virginia, on this the 14th day of May 1987.


Lindsay B. West, Chairman
Montgomery County, Virginia, Board
of Supervisors


Harold G. Linkous, Mayor
Town of Christiansburg, Virginia


Betty S. Thomas, County Administrator
Montgomery County, Virginia


John E. Lemley, Town Manager
Town of Christiansburg, Virginia

Metes and Bounds Description of Annexation Area

PARCEL A

Beginning at a point on the 1974 annexation line described in general as southeast of the intersection of State Route 114 and U. S. Route 460. Said point is approximately 1,800 feet more or less from said intersection as measured along the centerline of U. S. Route 460 and about 400 feet more or less northeast of the centerline of U. S. Route 460. This beginning point also being the intersection of two lines of the present corporate limit, one having a bearing of N 43° 12' 35" E and 196.48 feet long and the other having a bearing of S51° 09' 22" E with a length of 2,830.19 feet.

From the point of beginning the proposed line proceeds across a parcel of land described as Section 79-A-1, to the southeast corner of Midway Heights Subdivision as shown on Section 67B, thence following the eastern line of Midway Heights in a northerly direction to its intersection with the eastern line of a parcel described as Section 67-A-153. Then, following said eastern line in a northerly direction to a point on the boundary of a parcel described by Section 67-A-151, thence in an easterly direction along the boundary between Section 67-A-151 and Section 67-A-162 to the southern corner of Section 67-A-161, then in a northerly direction along a common line between Section 67-A-161 and Sections 67-A-151 and 152 to a point on the southern property line of the Norfolk and Western Railway, thence along an extension of said line between Section 67-A-151 and Section 67-A-152 to the intersection with the northern property line of the Norfolk and Western Railway. Then following the northern property line of the Norfolk and Western Railway in a westerly direction to a point which is at the

intersection with a northerly extension of the property line between two parcels described as Section 66-A-19 and Section 78-A-12. Then from said point following the line described as an extension of the property line between parcels described as Section 66-A-19 and Section 78-A-12 across Section 66-A-14 in a southerly direction to its intersection with the property line between two parcels being Section 78-A-11 and Section 78-A-12, thence along said property lines to the intersection with the property line between two parcels described as Section 78-A-11 and Section 78-A-21, to its intersection with the northern right-of-way of State Route 114. Then extending said line across Route 114 to its intersection with the southern right-of-way of Route 114, and following said southern right-of-way in a westerly direction to a point being the corner between two parcels described as Section 78-A-25 and Section 78-A-27, thence following said property line to a point being the intersection of said line and the property line between parcels described as Section 78-A-27 and Section 78-A-39, 40, and 41. Thence in a southwesterly direction across the parcel described as Section 78-A-39, 40, 41, to a point being the intersection of the centerline of State Route 660 and State Route 661, then extending said line to a point which lies on a line which is 200 feet west of and parallel to the western right-of-way of State Route 661. Then following said line 200 feet west of and parallel to the western right-of-way of State Route 661, to its intersection with the northern property line of the Norfolk and Western Railroad. Then crossing the Norfolk and Western Railroad perpendicular to the tangent to the curve to a point on the southern right-of-way of the Norfolk and Western Railroad being also a point on the property described as Section 78-A-52, 53, and 54, then following the southern property line of the Norfolk and Western Railroad in an easterly direction to its intersection with the present corporate limit. Then

following the present corporate limit in a northerly direction to Route 114, in a easterly direction across Route 460, and southeastward to the point of beginning. The aforesaid Parcel A contains 3.84 square miles by planimeter measurement.

PARCEL B

Beginning at a point on the Corporate Limit of the Town of Christiansburg which is approximately 3,700 feet more or less in a southeasterly direction from the intersection of U.S. Route 460 and Route 11 and Interstate 81, and at the intersection of two lines on the Corporate Limit. One line having a bearing of S29° 30' 18" E. with a length of 1611.25 feet. The other line having a bearing of S16° 29' 45" W. and a length of 780.56 feet. Thence from said point in an easterly direction to a point on a parcel described by Section 95B-5-5C. Said point being the southern most point on said parcel. Then from said point in an easterly direction along the property line between two parcels described by Section 95B-5-5C and Section 95-A-2, to a point at the corner formed by its intersection with the property line between parcels described by Section 95B-5-5C and Section 95-A-101; thence from said point in an easterly direction to a point on the centerline of the Appalachian Power Company transmission line. Said point being described as the intersection of the centerline of the power transmission line and a southwesterly extension of the property line between two parcels described as Section 95-A-50G, 49, 48, and 95-A-50D. Then from said point in a northeasterly direction across the parcel described by Section 95-A-50G, 49, 48, along said extension and along the line between parcels described as 95-A-50G, 49, 48, and 95-A-50D to a point at the intersection of said line and the property line between two parcels described as Section 95-A-50D and Section 95A-3-1, thence

in a southeasterly direction along the property line between parcels described by Section 95-A-50D, Section 95A-3-1, Section 95A-3-2, Section 95A-3-3, Section 95A-3-4, and Section 95A-3-5, to a point being the southern most corner of the parcel described by Section 95A-3-5; thence from said point in a southeasterly direction along a line which is parallel to the centerline of Route 639 to a point at the intersection of said line with a line which is 200 feet west of and parallel to the western right-of-way of Route 722. Thence from said point in a northeasterly direction through the point of intersection of the centerline of Route 639 and Route 722, to a point on the northern right-of-way line of Route 639; thence from said point southeasterly along the northern right-of-way of Route 639 to its intersection with the property line between two parcels described as Section 96-A-5 and Section 96-A-6, 7; thence in a northeasterly direction following said property line to the point at the intersection of said property line and the property between two parcels described as 96-A-5 and 96A-1-11, thence in a northerly direction along said property line to a point of intersection of said line and the property line between two parcels described as 96-A-5A and 96A-1-11 in a northerly direction to the point of intersection with the southern right-of-way of Route 641; thence in an easterly direction along the southern right-of-way of Route 641, to a point at the intersection with the property line between two parcels described as Section 96-A-2, and Section 96-A-1C; thence in a northwesterly direction along said line between two parcels described as Section 96-A-2 and Section 96-A-1C, then along the line between two parcels described as Section 96-A-2 and Section 96-A-1A, then along the line between two parcels described as Section 96-A-2 and Section 82-A-63, to its intersection with the line between the parcel described as Section 82-A-63 and the lots of a subdivision described as Section 82A-2-4, 82A-2-3, 82A-2-2, and Section 82A-1-13, 82A-1-12,

82A-1-11, 82A-1-10 to a point on the property line between parcels described as Section 82A-1-10 and Section 82-A-60A; thence in a northwesterly direction along the property line between two parcels described by Section 82A-1-10 and Section 82-A-60A, and then following the line around the parcel described by Section 82A-1-10 in a southwesterly direction, to a point where said line intersects the property line between two parcels described as Section 82-A-61, 62 and Section 82A-1-9; thence in a northwesterly direction along said line to a point at the intersection with the southeastern right-of-way of U.S. Route 11; thence in a southwesterly direction along the southeastern right-of-way of U.S. Route 11, to a point opposite the property line between two parcels described as Section 81-A-74 and Section 95-A-59, 60, thence in a northwesterly direction on a line perpendicular to the centerline of U.S. Route 11, to the point where the property line between two parcels described as Section 81-A-74 and Section 95-A-59, 60, intersects the northern right-of-way of U.S. Route 11. Then following the property line between parcels described by Section 81-A-74 and Section 95-A-59, 60, in a northwesterly and southwesterly direction to a point at its intersection with the property line between two parcels described as Section 81-A-74 and Section 95-A-65, 66, 67, thence from said point in a northwesterly direction along the line between two parcels described as Section 81-A-74 and Section 95-A-65, 66, and 67 to a point at the intersection with the property line between two parcels described as Section 95-A-65, 66, and 67 and Section 95-A-76, 76A, thence in a southwesterly direction along said line and the line between a parcel described as Section 95-A-76, 76A and parcels described as Section 95-A-65, 66, 67, Section 95-A-68, Section 95-A-69A, Section 95-A-75, and Section 95-A-75A, to the point where it intersects with the eastern right-of-way line of Route 641, thence extending said line in a southwesterly direction across Route 641 to a

point on the western right-of-way of Route 641; from this point across the parcel described as Section 95-A-77, to a point which is a common corner with three parcels described as Section 95-A-77, Section 95-A-87, and Section 95-A-88; then from said point in a southwesterly direction following the property line between parcels described as Section 95-A-88, and Sections 95-A-87 and 95-A-89, to a point at the intersection of the property line between parcels described as Section 95-A-88 and Section 95-A-96, thence from said point in a northwesterly direction along the line between parcels described as Section 95-A-96 and Section 95-A-88, to the point of intersection with the property line between two parcels described as Section 95-A-96 and Section 81-A-58; thence in a southwesterly direction along the line between parcels described as Section 95-A-96 and Section 81-A-58, to a point on this line which is 200 feet from the eastern right-of-way of Route 759. Then from said point in a northwesterly direction on a line perpendicular to the property line between parcels described as Section 95-A-96 and Section 81-A-58, to a point where it intersects the property line between parcels described as Section 81-A-58 and Section 81-A-59; thence northeasterly and northwesterly along the line between parcels described as Section 81-A-58 and Section 81-A-59, and continuing along the line between parcels described as Section 81-A-64 and Section 81-A-60, 61, 63A, and 63, to a point at its intersection with the southern right-of-way line of Interstate 81, thence following the southern right-of-way of Interstate 81 in a southwesterly direction to its intersection with the Corporate line of the Town of Christiansburg. Then in a southerly direction along said Corporate line to the point of beginning. The aforesaid Parcel B contains 1.19 square miles by planimeter measurement.

PARCEL C

Beginning at a point on the southern right-of-way of the Norfolk and Western Railway approximately 400 feet more or less east of the west bound lane of Route 460, this point also being a corner on the corporate boundary of the Town of Christiansburg described by the intersection of two lines on said boundary as follows: One line having a bearing of S 21° 52' 40" W and a length of 14.46 feet, the other line being a curve with radius of 4548.75 feet and a chord with a bearing of N 74° 38' 37" W and a chord length of 632.19 feet.

From the point of beginning in a north-easterly direction along the corporation line to the point of intersection with the south right-of-way line of U. S. Route 460 Bypass; thence in an easterly direction along the southern right-of-way of the U. S. Route 460 Bypass to a point on the east side of Route 643, said point being the property corner between the eastern right-of-way of Route 643 and a parcel described as Section 79-A-58B; thence from said point in a northerly direction along said property line to a point at the intersection of said line and the southern right-of-way of Route 460 bypass, thence in an easterly direction along said southern right of-way of Route 460 bypass to a point being the intersection of said line and the northern right-of-way of Route 723. Thence in a southeast direction across Route 723 to a point on the southern right-of-way of Route 723 also being the northern most point of a parcel described as Section 79-A-100. This same point being at the intersection of the southern right-of-way of Route 460 and the southern right-of-way of Route 723. Hence following the southern right-of-way of Route 460 bypass in a south easterly direction to its intersection with the present corporate boundary of the Town of Christiansburg. Then following the corporate boundary in a westerly and northwesterly

direction to the point of beginning. The aforesaid Parcel C contains 0.27 square miles by planimeter measurement.

PARCEL D

Beginning at a point where a line 100 feet north of and parallel to the north right-of-way of Elk Drive intersects the existing Town corporate limits. Then from the point of beginning the proposed line proceeds in a southwestward direction along a line 100 feet north of and parallel to the north right-of-way of Elk Drive to a point at its intersection with a property line between parcels described as Section 525-2-56 and Section 92B-1-76A. Then from said point of intersection in a southerly direction following the property line between parcels Section 525-2-56 and Section 92B-1-76A to a point at its intersection with the north right-of-way of U.S. Route 11. Then from said point in a southerly direction across Route 11 to a point being the intersection of the south right-of-way of Route 11 and the property line between two parcels described as Section 525-A-3 and Section 92-A-48. Then from said point following the line between the two parcels described as Sections 525-A-3 and Section 92-A-48 in a southerly direction to its intersection with the north right-of-way of Route 662. Thence westerly following the north right-of-way of Route 662 to a point being the intersection of said right-of-way and a northerly projection of the property line between parcels described as Section 92-A-50 and Section 525-4-27. Then from said point in a southerly direction following the projected property line between Section 92-A-50 and Section 525-4-27 to its intersection with the south right-of-way of Route 662. Then southerly following the boundary between Section 92-A-50 and the western property line of Harmon Forest Subdivision to a point at its intersection with the southern property line of Harmon Forest Subdivision.

Then from said point in a north easterly direction across Sections 555-A-4, 4B, 5, 6, 7, 8 and 9 and Section 525-A-26, 27, to a point on the corporate boundary of the Town. Said point being the intersection of two lines on the corporate boundary one described as having a bearing of N 11° 37' 30" W, and a length of 2309.40 feet, the other having a bearing of S 88° 16' 15" W, and a length of 986.96 feet. Then from said point in a westerly and northerly direction following the corporate boundary to the point of beginning. The aforesaid Parcel D contains 0.15 square miles by planimeter measurement.

In the above descriptions of Parcels A, B, C, and D, the references to section numbers indicate parcels of property shown on County tax maps titled either "Montgomery County, Town of Christianburg" or "Montgomery County," as they existed in December of 1985.

WASTEWATER TREATMENT AGREEMENT BETWEEN THE TOWN OF
CHRISTIANSBURG, THE COUNTY OF MONTGOMERY, AND THE
MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY

This agreement is made and entered into this 2nd day of September, 1987, by and between the Town of Christiansburg ("Town"), a municipal corporation of the Commonwealth of Virginia, the County of Montgomery ("County"), a county of the Commonwealth of Virginia, and the Montgomery County Public Service Authority ("Authority"), a water and sewer authority created pursuant to Chapter 28 of Title 15.1 of the Code of Virginia (1950), as amended.

WHEREAS, the Town has commenced an expansion of its wastewater treatment facility on Crab Creek just east of State Route 660 within the County, and as a result of said expansion the existing wastewater treatment agreement between the Town and the Authority, dated April 12, 1977, will terminate;

WHEREAS, the Town is willing to obligate itself to accept, transport, and treat wastewater in certain quantities delivered by the County or the Authority from certain areas of Montgomery County; and

WHEREAS, the Town and the County have entered into a voluntary settlement dated 2nd Sept., 1987 providing, in part, for the annexation of certain County territory to the Town, which makes it advisable to modify the service areas of the Town and the Authority as provided in the existing agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town, the County, and the Authority agree as follows:

EXHIBIT D

ARTICLE I

Scope and Purpose

Section 1.1. The purpose of this agreement is to (1) establish the general conditions under which the County and the Authority will be assured that the Town will accept, transport, and treat wastewater collected by the County or the Authority from specified areas; (2) to modify the service areas in which wastewater is to be collected by the County or the Authority and the areas in which wastewater is to be collected by the Town, as a result of the annexation of certain County territory pursuant to a voluntary settlement between the Town and the County; (3) to establish a formula which will determine the rate to be charged to the County or the Authority for the transmission and treatment of wastewater by the Town; and (4) to establish a formula to determine the charge to be made by the Town to the County or the Authority for connecting to the Town's sewage interceptors or treatment plant. The County and the Authority shall hereafter be jointly referred to as the "County/Authority."

ARTICLE II

General Conditions

Section 2.1. The Town hereby agrees that it will accept, transport, and treat wastewater which is collected by the County/Authority from certain service areas specified in Section 3.2, not to exceed 360,000 gallons per day, which will equal 12% of the expanded treatment capacity of the Town's plant when construction is completed in 1988.

Section 2.2. Following the completion of the wastewater plant expansion, the Town agrees to negotiate with the County/Authority to consider increasing the quantity of wastewater that the County/Authority may deliver to the Town's system in the event there remains unused treatment capacity that is not needed by the Town for its service areas. If the Town's treatment plant is enlarged again in the future, the Town agrees to negotiate with the County/Authority to determine if they need additional treatment capacity and to consider increasing the quantity of wastewater that the County/Authority may deliver to the Town's system to 12% of the total capacity of the plant as expanded in the future.

Section 2.3. The County/Authority may deliver wastewater to any existing or subsequently installed sewer line or pump station in the Town's system having adequate transmission capacity. The County/Authority shall provide the Town with information sufficient to enable the Town to evaluate the circumstances and requirements of the wastewater flow proposed for delivery to the Town's system at any point. If a Town sewer line or pump station has inadequate capacity to receive the County/Authority wastewater flow either at the time proposed for connection or thereafter, the Town will construct the necessary improvements or additions to its system if requested by the County/Authority which shall pay all expenses and costs for such improvements or additions. If the Town decides to construct improvements or additions that will increase the capacity of its

wastewater facilities beyond the capacity required for transmission of the wastewater delivered by the County/Authority, then the Town shall bear the expense, including but not limited to planning, design, engineering, construction, and other professional costs, related to the providing of such additional capacity to its facilities that will not be used by the County/Authority.

Section 2.4. The Town shall construct at its expense a pump station at the northern end of parcel A of the annexation area described in the voluntary settlement between the Town and the County. The pump station shall be constructed within 18 to 36 months following the effective date of annexation and shall have sufficient capacity to receive from the County/Authority 200,000 AV. gallons per day of wastewater from the County/Authority service area lying generally to the north of parcel A. The Town shall be responsible for the operation and maintenance of the pump station.

Section 2.5. The County/Authority shall pay all costs of installing master meters at every point of connection between the County/Authority's system and the Town's system, which meters shall be used to calculate the monthly flow of wastewater from the County/Authority's system for purposes of billing the County/Authority a transmission and treatment charge. The master meters shall be installed, owned, operated, and maintained by the Town. The master meters shall be the same type as presently used by the Town or a type of comparable quality. The parties agree

that it is desirable to use the least expensive master meters that will accurately and reliably measure the wastewater flow. If wastewater flow is insufficient to permit the use of master meters at a particular delivery point, then the charges for transmission and treatment shall be based upon the water consumption of County/Authority users as adjusted to account for infiltration and inflow.

Section 2.6. A supplemental contract shall be negotiated by the Town and the County/Authority each time the County/Authority desires a connection to the Town's system. Such contract shall conform to the applicable provisions of this agreement and shall contain provisions to cover unusual or special conditions, such as capacity, sharing of construction costs, information necessary to anticipate and calculate the costs and charges for connection, metering, transmission, and treatment as described in Articles II, IV, and V herein, and the strength of the wastewater that may be delivered at any point of connection. Such contract shall also contain its own term of duration as negotiated by the parties. If the parties should agree that such supplemental contract should have a term extending beyond the term of this wastewater treatment agreement, then the terms and conditions contained herein shall continue to be applicable to such supplemental contract after this wastewater treatment agreement expires.

Section 2.7. The quality of the wastewater delivered by the County/Authority to the Town's system shall comply with

the provisions of Chapter 29 (Water and Sewers) of the Code of the Town of Christiansburg, as amended, and any successor provisions.

ARTICLE III

Service Areas

Section 3.1. The Town and the County/Authority have agreed upon the allocation of wastewater service areas which shall be served exclusively by either the Town or the County/Authority. However, if the County/Authority should decline, in writing, to provide wastewater service within any portion of their service areas, the Town may provide service only to such declined territory if it is financially feasible to do so, but the Town shall not be obligated to provide such service.

Section 3.2. The County/Authority service areas shall consist of those portions of the unincorporated territory of the County which are depicted on a USGS map attached hereto as Exhibit A.

Section 3.3 The Town service areas shall include all territory within the Town's corporate boundaries, including the areas to be annexed to the Town pursuant to the voluntary settlement between the Town and the County, and those portions of the unincorporated territory of the County which are depicted on a USGS map attached hereto as Exhibit A.

Section 3.4. The Town will accept, transmit, or treat wastewater collected from that portion of the County/Authority

service areas known as the Mudpike/I-81, which is shown on the map attached hereto as Exhibit A, only if the County/Authority shall pay for all expenses for the Town to construct the Country Club interceptor which is needed to provide adequate transmission capacity in the Town's system to serve such area. The size and location of the interceptor are specified on Exhibit A. The Town may determine to construct said interceptor at its own expense, in which case it would thereafter accept wastewater collected by the County/Authority from the Mudpike and I-81 area.

Section 3.5. If the Authority has commenced the provision of wastewater service to the New River Valley Mall or to other portions of the annexation area prior to the effective date of this agreement, such areas shall nevertheless become part of the Town's exclusive service territory upon the effective date of this agreement. If the Authority has acquired ownership of any sewer facilities or easements used to provide service to the New River Valley Mall or to other portions of the annexation area, then title to such facilities and easements shall be transferred to the Town upon the effective date of this agreement at no expense to the Town.

Section 3.6. All sewer pipelines and easements within the service areas of the County/Authority shall be the property of the County/Authority except the main interceptor and associated easements that presently run westward from the Town limits along Crab Creek to the Town's treatment plant. Said interceptor and easements, along with the wastewater treatment

plant itself, shall remain the property of the Town. All sewer pipelines and easements within the Town service areas shall be the property of the Town.

Section 3.7. If minor adjustments are needed in the service areas of the County/Authority or the Town so that wastewater treatment service can be provided more efficiently by the parties hereto, then such modifications shall be made if they are approved by the Town and the County/Authority.

ARTICLE IV

Charges For Transmission And Treatment

Section 4.1. The County/Authority agree that they will pay the Town every two months for transmitting and treating wastewater originating within County/Authority service areas and delivered to the Town system. Such charges shall be determined in accordance with the following formula:

$$\text{Charge} = A [C/B (1+x)]$$

- A = The County/Authority flow in 1,000 gallons during the two month billing period.
- B = The Town's total plant flow in 1,000 gallons during the previous fiscal year.
- C = Town Total Cost. For purposes of this agreement, the total cost to the Town shall include 100% of all Town expenses (including payment of debt and interest thereon) during the previous fiscal year for its ownership, operation and maintenance of its wastewater treatment plant, and 30% of

all Town expenses (including payment of debt and interest thereon) during the previous fiscal year for its ownership, operation and maintenance of all Town wastewater facilities other than its treatment plant, including, for example, its interceptor and collector lines, forced mains, and its pump stations.

X = One-half the percentage increase or decrease of operating costs (which shall exclude the payment of debt and interest thereon) over the immediate past two fiscal years.

During the first year of the wastewater treatment agreement, the values of B & C shall be determined for each two month billing period beginning with the first month of service to the County/Authority.

Section 4.2. The County/Authority agrees that the service charge per 1,000 gallons established for their customers whose wastewater is delivered to the Town's treatment plant shall be no lower than the service charge per 1,000 gallons for the Town's wastewater customers located within the Town limits as such charge may vary from time to time.

ARTICLE V

Connection Charges

Section 5.1. The County/Authority agree that they will pay the Town a connection fee each time they connect their facilities to the Town's system. The fee shall be based upon the

estimated wastewater flow from the area designated by the County/Authority to be served by the connection, based on the formula hereafter described. Upon payment of the connection fee and subject to the other provisions of this agreement, the County/Authority may deliver wastewater to the Town's system at the designated connection point in a quantity equal to the flow used to calculate the connection fee. In the event the County/Authority desires to deliver an additional quantity of wastewater to the Town's system at that connection point, it may do so upon payment of a supplemental connection fee which shall be based upon the additional quantity of wastewater flow to be delivered to the Town's system. The original and supplemental connection fees shall be based on the following formula:

$$\text{Connection Fee} = \left[\sum \left\{ (P+I) a^{---n} (i_{n,n-1}, \dots, a) \right\} \right] [b/c]$$

b/c = The ratio of the estimated flow to be delivered to the designated point of connection (b) to the total capacity of the plant (c). Estimated flow from the area to be served by the connection shall be based on the currently adhered to Virginia Health Department Regulations.

[(P+I) a^{---n}] = Total annual payments of principal and interest on (a) all prior Town bond issues for wastewater facilities for each of the years "a" through "n" and on (b) all future bond issues, or

portions thereof, that may hereafter be issued by the Town during the term of this agreement for wastewater facilities used jointly by the Town and County/Authority for each of the years "a" through "n". For purposes of this calculation, "a" shall be the calendar year in which the bonds are issued and "n" shall be the number of years from the date the bonds were issued to the anniversary of the bond issue first occurring after the connection of County/ Authority facilities, or occurring after the payment of a supplemental connection fee in the case of the calculation of such a supplemental connection fee.

The County/Authority shall prepay the connection fee for the Upper Slate Branch area on the effective date of annexation even though a connection is not made until a later date. In that case, the "n" factor shall be the number of years from the date the bonds were issued to the anniversary of the bond issue first occurring after the effective date of annexation.

Section 5.2. The single payment compound amount factor for annual compounding interest shall be as follows:

<u>Year</u>	<u>6%</u>
1	1.060
2	1.124
3	1.191
4	1.262
5	1.338
6	1.419
7	1.504
8	1.594
9	1.689
10	1.791
11	1.898
12	2.012
13	2.133
14	2.261
15	2.397
16	2.540
17	2.693
18	2.854
19	2.026
20	3.207

Section 5.3. An example of the computation of the connection fee required by Section 5.1 for County service areas known as Upper Slate Branch, Lower Slate Branch, and Mudpike/I-81 is described hereafter. The following assumptions are made for purposes of this example, but actual connection fees will be calculated on the basis of circumstances existing at the time specific connections are made:

Authority/County proposes 100 residential connections in June of 1990 within an area;

Estimated Authority/County flow from the area is 32,000 gallons per day based on 3.2 persons per connection and 100 gallons per capita;

Town bonds for original plant issued in October of 1977 and Town bonds for enlarged plant issued in March of 1987;

Capacity of original plant is 2 MGD and b/c equals 0.016. Capacity of enlarged plant is 3 MGD and b/c equals 0.011.

YEAR	N	P+I BOND 1	N	P+I BOND 2	b/c	FEE
1978	13	142,500			0.016	\$ 2,280.00
1979	12	139,125			0.016	2,226.00
1980	11	135,750			0.016	2,172.00
1981	10	132,375			0.016	2,118.00
1982	9	129,000			0.016	2,064.00
1983	8	125,625			0.016	2,010.00
1984	7	141,000			0.016	2,256.00
1985	6	136,781			0.016	2,188.50
1986	5	132,563			0.016	2,121.01
1987	4	128,344			0.016	2,053.50
1988	3	124,125	4	248,711	0.011	4,101.18
1989	2	121,069	3	259,063	0.011	4,181.45
1990	1	116,625	2	255,895	0.011	4,097.72
1991	0		1	252,409	0.011	2,776.50
TOTAL CONNECTION FEE =						\$36,645.86

Section 5.4. An example of the computation of the connection fee required by Section 5.1 for County service areas other than Upper Slate Branch, Lower Slate Branch and Mudpike/I-81 is described hereafter. The following assumptions are made for purposes of this example, but actual connection fees will be calculated on the basis of circumstances existing at the time specific connections are made:

Authority/County proposes 100 residential connections in June of 1990 within an area;

Estimated Authority/County flow from the area is 32,000 gallons per day based on 3.2 persons per connection and 100 gallons per capita;

Town bonds for original plant issued in October of 1977 and Town bonds for enlarged plant issued in March of 1987;

Capacity of original plant is 2 MGD and b/c equals 0.016. Capacity of enlarged plant is 3 MGD and b/c equals 0.011.

YEAR	N	P+I BOND 1	COMPOUND AMOUNT FACTOR	N	P+I BOND 2	COMPOUND AMOUNT FACTOR	b/c	FEE
1978	13	142,500	2.133				0.016	\$ 4,863.24
1979	12	139,125	2.012				0.016	4,478.71
1980	11	135,750	1.898				0.016	4,122.46
1981	10	132,375	1.791				0.016	3,793.34
1982	9	129,000	1.689				0.016	3,486.10
1983	8	125,625	1.594				0.016	3,203.94
1984	7	141,000	1.504				0.016	3,393.02
1985	6	136,781	1.419				0.016	3,105.48
1986	5	137,563	1.338				0.016	2,837.91
1987	4	128,344	1.262				0.016	2,591.52
1988	3	124,125	1.191	4	248,711	1.262	0.011	5,078.77
1989	2	121,069	1.124	3	259,063	1.191	0.011	4,890.88
1990	1	116,625	1.060	2	255,895	1.124	0.011	4,523.83
1991	0			1	252,409	1.060	0.011	2,943.09
TOTAL CONNECTION FEE =								\$53,312.19

ARTICLE VI

Other Terms And Conditions

Section 6.1. This agreement shall become effective upon entry of the order of a special court approving the voluntary settlement between the Town and the County which provides for the annexation of certain County territory. In the event the special court does not approve the voluntary settlement, then this agreement shall be null and void and of no effect. The terms and conditions of this agreement shall expire and terminate 20 years from the effective date of the annexation provided for in the voluntary settlement. Prior to the

termination of this agreement, the Town agrees to negotiate with the County/Authority to consider renewing the agreement for an additional term of 20 years. Furthermore, in the event the County/Authority secures financing for wastewater facilities to serve an area, which is conditioned upon the availability of wastewater treatment services, then the Town agrees to negotiate with the County/Authority to consider extending this agreement for an additional period of time with regard to such area.

Section 6.2. This agreement shall be enforceable in a duly designated special court as part of the voluntary settlement between the Town and the County which provides for the annexation of certain County territory. In the event such a special court determines that it lacks jurisdiction to hear such action, then any other court of competent jurisdiction may enforce the terms and conditions of this agreement.

Section 6.3. This agreement may be amended, modified, or supplemented, in whole or in part, by mutual consent of the Town and the County/Authority by a written document duly executed by the authorized representatives of the Town and the County/Authority.

Section 6.4. The performance of the obligations of this agreement is subject to and is made contingent upon any acts of God, explosions, breakage or accident to machinery or pipelines, the binding order of any court or governmental authority, or any other act or occurrence not reasonably within the control of the Town and the County/Authority.

Section 6.5. The terms and conditions of the waste-water treatment agreement between the Town and the Authority, dated April 12, 1977, are hereby revoked and superseded in their entirety by the provisions of this agreement.

IN WITNESS WHEREOF, the governing bodies of the Town, the County, and the Authority have each by ordinance or resolution caused this agreement to be duly executed in several counterparts, each of which will constitute an original, by their Mayor or Chairman, and attested by their authorized officials.

TOWN OF CHRISTIANSBURG, VIRGINIA

By Donald G. Linkous
Mayor

ATTEST:

Frank P. Sewch
Clerk of Council

COUNTY OF MONTGOMERY, VIRGINIA

By Lindsay B. West
Chairman, Board of Supervisors

ATTEST:

Betty S. Thomas
Board Clerk

MONTGOMERY COUNTY PUBLIC SERVICE
AUTHORITY

By Henry J. Pellinowski
Chairman

ATTEST:

Ray H. Collins
Secretary

WATER PURCHASE AGREEMENT BETWEEN THE TOWN OF CHRISTIANSBURG,
THE COUNTY OF MONTGOMERY, AND THE MONTGOMERY COUNTY PUBLIC
SERVICE AUTHORITY

This agreement is made and entered into this 2nd day
of September, 1987 by and between the Town of
Christiansburg ("Town"), a municipal corporation of the Common-
wealth of Virginia, the County of Montgomery ("County"), a county
of the Commonwealth of Virginia, and the Montgomery County Public
Service Authority ("Authority"), a water and sewer authority
created pursuant to Chapter 28 of Title 15.1 of the Code of
Virginia (1950), as amended.

WHEREAS, the Town is a member of the
Blacksburg-Christiansburg-VPI Water Authority ("Regional
Authority") and has a right to purchase potable water from the
Regional Authority for resale to other entities, subject to
certain limitations;

WHEREAS, the County and the Authority desire to
purchase potable water from the Town to service certain areas
beyond the corporate limits of the Town; and

WHEREAS, the Town is willing to sell to the County and
the Authority potable water in bulk quantities for distribution
by the County and the Authority to surrounding County areas.

NOW, THEREFORE, in consideration of the mutual cove-
nants and promises contained herein, the Town, the County, and
the Authority agree as follows:

EXHIBIT E

1. Water To Be Supplied. The Town agrees to furnish to the County and the Authority (hereafter the "County/Authority") potable water obtained from the Regional Authority for the purpose of resale by the County/Authority to water customers located within certain areas of the County. The County/Authority agree to pay the Town a monthly charge for water delivered pursuant to this agreement which shall be equal to 125% of the Town's cost per gallon incurred in purchasing water from the Regional Authority during the same period of time.

2. Volume of Water.

2.1. The Town shall sell to the County/Authority such quantity of water as is necessary to meet their needs. However, if the quantity of water requested by the County/Authority would adversely affect the pressure, storage, or fire flow requirements of the Town's system, the Town shall not be obligated to furnish such volume of water until it has constructed the necessary improvements or additions to its transmission or storage system promptly upon the request of the County/Authority, which shall pay all expenses and costs for such improvements or additions.

2.2 The parties recognize that the Town's ability to purchase water for resale to the County/Authority is subject to certain requirements and limitations in the water purchase agreement between the Town and the Regional Authority dated March 1, 1977. For that reason, the Town's obligation to sell water to

the County/Authority is conditioned upon compliance with all the requirements of that contract. For example, section 3.2. of the water purchase agreement between the Town and the Regional Authority contains the following requirement:

If any Public Body desires to contract with any person, firm, corporation, Authority or other Public Body for the sale of water for resale in an amount in excess of five percent of the average daily volume of water sold by the [Regional] Authority during the preceding calendar year, such sale must be approved by the [Regional] Authority. At the request of two Public Bodies, the [Regional] Authority will cause an engineering study to be made to determine the advisability of future sales for resale. In the event such study recommends against future sales for resale, the [Regional] Authority may, after consultation with the Public Bodies, disapprove such sales regardless of whether or not such proposed sales are in excess of the aforesaid five per cent limitation, provided however, that contracts in effect at the time such study was requested shall be

honored and may be renewed for an amount not in excess of the amount contracted for at the time such study was requested. Conformed copies of any contract entered into by any Public Body with any person, firm, corporation, Authority or other Public Body shall be forwarded to the [Regional] Authority immediately after execution.

The Town agrees to use all reasonable efforts to obtain the consent, where necessary, of the Regional Authority and to meet any other requirements of its agreement with the Regional Authority to enable the Town to sell water to the County/Authority on the terms and conditions set forth herein. If the consent of the Regional Authority is conditioned upon the Town bearing the expense of improvements or additions to the treatment plant, water mains, or other water facilities of the Regional Authority, the Town shall agree to such a condition, if requested to do so by the County/Authority which shall pay the Town all expenses and costs for such improvements or additions.

2.3 In the event the water purchase agreement between the Town and The Regional Authority is terminated, the Town's obligation to furnish water to the County/Authority shall cease on the date of such termination.

3. Service Areas.

3.1. The Town and the County/Authority have agreed upon the allocation of water service areas which will be served exclusively by either the Town or the County/Authority upon the effective date of annexation. The County/Authority service area shall consist of those portions of the unincorporated territory of the County which lie one-half mile beyond the Town's corporate boundaries, as agreed upon by the parties or as determined by the special court approving this agreement, or one-half mile beyond the end of the existing Town water mains, whichever is a greater distance from the enlarged corporate limits. The Town's service territory shall consist of all territory within the Town's corporate boundaries as they will be enlarged by the decree of the special court approving this agreement and those portions of the unincorporated territory of the County lying within the one-half mile radius described above. The service areas for the Town and the County/Authority are depicted on a USGS map attached hereto as Exhibit A.

3.2. If minor adjustments are needed in the service areas of the County/Authority or the Town so that water service can be provided more efficiently by the parties hereto, then such modifications shall be made if they are approved by the Town and the County/Authority.

3.3. The Town agrees that it will not extend its water lines into the County/Authority service area without the consent of the County/Authority. The Town further agrees that it will not extend its water mains north of the northern right-of-way line of the N&W Railroad, which lies at the northern border of the annexation area, without the consent of the County/Authority.

4. Delivery Points.

4.1. The Town agrees to deliver water for the use of the County/Authority from any existing or future Town water main having adequate capacity and pressure to supply the desired water. The Town shall not be required to deliver water from any main if the water drawn by the County/Authority would lower the pressure in the Town's main below 30 pounds per square inch. If a Town water main, at a point proposed for delivery, has inadequate capacity or pressure, the Town will construct the necessary improvements or additions to its system if requested by the County/Authority which shall pay all expenses and costs for such improvements or additions. The Town shall notify the County/Authority of the cost for undertaking such construction, and if the County/Authority objects to the proposed project on the basis of its cost or for any other reason, the Town shall not proceed with the construction.

4.2. The County/Authority shall pay all expenses of extending Town water mains, if necessary, to the County/Authority

service area. The Town shall notify the County/Authority of the cost for undertaking such construction, and if the County/Authority objects to the proposed project on the basis of its cost or for any other reason, the Town shall not proceed with the construction. All water lines, facilities, and easements lying within the Town service area shall be owned and operated by the Town. All water lines, facilities, and easements lying within the County/Authority service area shall be owned and operated by the County/Authority.

5. Water Meters. The County/Authority shall pay all costs of installing master water meters at every point of connection between the County/Authority's system and the Town's system, which meters shall be used to calculate the monthly water flow for purposes of billing the County/Authority. The water meters shall be installed, owned, and operated by the Town. The County/Authority shall have the right to object to the proposed installation of a master water meter on the basis of cost or for any other reason, in which case the connection to the Town's system shall not be made at that delivery point.

6. Supplemental Contracts. Prior to the County/Authority connecting their facilities to Town water mains, a supplemental contract shall be negotiated by the Town and the County/Authority with respect to each such proposed point of connection. Each contract will include all applicable provisions of this agreement

and provisions to cover pro ration of costs on lines to be used by the Town or unusual pressure or volume requirements that may be desired at any point of connection. Such contract shall also contain its own term of duration as negotiated by the parties. If the parties should agree that such supplemental contract should have a term extending beyond the term of this water purchase agreement, then the terms and conditions contained herein shall continue to be applicable to such supplemental contract after this water purchase agreement expires.

7. Water Shortages. In the event an occasion should arise where there is a shortage of water in the Town due to drought or other emergency, the Town shall reserve the right to ration water to the County/Authority under this agreement in the same manner it rations water to its customers. If such a condition occurs, the County/Authority agree to accept such reduction in water supply equal to the reduction imposed on other Town users. The obligation of the Town to furnish water shall also be subject to and is made contingent upon any acts of God, explosions, breakage or accident to machinery or pipelines, the binding order of any court or governmental authority, or any other act or occurrence not reasonably within the control of the Town.

8. Mudpike Contract. The terms and conditions of this agreement shall not be applicable to the geographical area delineated as an Authority service area in a water purchase

contract between the Town and the Authority, dated April 12, 1977 and relating to the Mudpike Road (Route 666) area to the west of the Town, the provisions of which shall remain in full force and effect.

9. Effective Date And Term. This agreement shall become effective upon the effective date of annexation as established by the order of a special court approving the voluntary settlement between the Town and the County which provides for the annexation of certain County territory. In the event the special court does not approve and affirm the voluntary settlement, then this agreement shall be null and void and of no effect. The terms and conditions of this agreement shall expire and terminate 20 years from the effective date of the annexation provided for in the voluntary settlement. Prior to the termination of this agreement, the Town agrees to negotiate with the County/Authority to consider renewing the agreement for an additional term of 20 years. Furthermore, in the event the County/Authority secures financing for water facilities to serve an area, which is conditioned upon the availability of water services, then the Town agrees to negotiate with the County/Authority to consider extending this agreement for an additional period of time with regard to such area.

10. Enforcement. This agreement shall be enforceable in a duly designated special court as part of the voluntary settlement between the Town and the County which provides for the

annexation of certain County territory. In the event such a special court determines that it lacks jurisdiction to hear such action, then any other court of competent jurisdiction may enforce the terms and conditions of this agreement.

11. Amendments. This agreement may be amended, modified, or supplemented, in whole or in part, by mutual consent of the Town and the County/Authority by a written document duly executed by the authorized representatives of the Town and the County/Authority.

IN WITNESS WHEREOF, the governing bodies of the Town, the County, and the Authority have each by ordinance or resolution caused this agreement to be duly executed in several counterparts, each of which will constitute an original, by their respective Mayor or Chairman, and attested by authorized officials.

TOWN OF CHRISTIANSBURG, VIRGINIA

By Harold H. Linker
Mayor

ATTEST:

Frank B. Bersch
Clerk of Council

COUNTY OF MONTGOMERY, VIRGINIA

By Lindsay B. West
Chairman, Board of Supervisors

ATTEST:

Scott S. Brown
Board Clerk

MONTGOMERY COUNTY PUBLIC SERVICE
AUTHORITY

By *Henry F. Jellender*
Chairman

ATTEST:

Roy H. Collins
Secretary

CORRIDOR PLANNING AND ADVISORY PLANNING COUNCIL AGREEMENT
BETWEEN THE TOWN OF CHRISTIANSBURG,
THE TOWN OF BLACKSBURG, AND
THE COUNTY OF MONTGOMERY

THIS AGREEMENT is made and entered into this 1st day of September, 1987, by and between the Town of Christiansburg ("Christiansburg"), a municipal corporation of the Commonwealth of Virginia, the Town of Blacksburg ("Blacksburg"), a municipal corporation of the Commonwealth of Virginia, and the County of Montgomery ("County"), a county of the Commonwealth of Virginia.

WHEREAS, the development of the territory which lies within the County between Christiansburg and Blacksburg is of vital interest to the Towns and the County; and

WHEREAS, Christiansburg, Blacksburg, and the County desire to cooperate in the planning for this area and wish to establish an advisory planning council to assist the governing bodies of the Towns and County with respect to land use decisions and governmental participation in development within the corridor area.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, Christiansburg, Blacksburg, and the County agree as follows:

1. CORRIDOR AREA

The parties agree that the territory to be subject to this agreement shall be referred to as the "corridor area" and it is more particularly defined as follows:

Being all that certain area or territory located within Montgomery County, Virginia, extending in a northerly direction from the current town limits of the Town of Christiansburg in a northerly direction along Route 460 to the town limits of the Town of Blacksburg and extending in a westerly direction along State Route 114 from its intersection with Route 460 to State Route 659, and being more fully described upon the attached map marked Exhibit A, which, by this reference, is made a part hereof.

2. CORRIDOR PLAN

2.1. The parties agree that an advisory corridor plan shall be developed for the corridor area by an advisory planning council to be established by the parties pursuant to Section 3 of this agreement. The plan shall provide for the analysis of the existing land use within the corridor area and provide standards for future development.

2.2. The New River Valley Planning District Commission shall be employed by the advisory planning council to act as consultant for the preparation of the plan. Consultant costs for the initial plan developed by the council shall be paid for by the County. Christiansburg and Blacksburg shall pay all other incidental costs of developing the initial plan including, but not limited to, printing costs.

2.3. The consultant shall solicit comments from property owners within the corridor area and other interested parties.

2.4. The consultant shall provide progress reports quarterly for each of the parties. It is recommended that progress reports be presented by the consultant to joint

meetings of the planning commission and governing body of each of the three jurisdictions.

2.5. The scope of the plan shall include the analysis of current land use, development standards for future development, and recommendations for implementation of land use regulations. The analysis shall include a study of present development along the corridor and expected future development. The analysis shall also include the identification of existing problems and anticipated future problems that will result from additional growth. The plan shall also contain an examination of similarly developing commercial corridors such as the Route 419 corridor in the Roanoke Valley and the Route 33 corridor between Harrisonburg and Rockingham County.

2.6. The plan shall contain development standards including, but not limited to, such matters as access, off-street parking, screening, landscaping, and signage. The plan shall contain an evaluation of the impact of such standards on the corridor area.

2.7. The plan shall also recommend appropriate amendments to the Comprehensive Plan, subdivision ordinance, zoning ordinance, and similar regulations of Christiansburg, Blacksburg, and the County in order to implement development standards.

2.8. The plan shall also set forth procedures for implementation of the plan including the holding of public

hearings and the adoption of amendments to the plan.

2.9. The plan shall also recommend necessary staffing levels and cooperative agreements to implement development standards.

2.10. Upon completion of the advisory corridor plan, the council shall transmit it to the governing bodies of Blacksburg, Christiansburg, and the County with a recommendation that the plan be adopted. Following a review of the proposal, the parties shall each approve or reject the plan, or portions thereof, as each governing body shall deem appropriate. Upon adoption by each of the parties, the corridor plan and its recommendations shall have such effect as provided by Sections 15.1-455 and 15.1-456 of the Code of Virginia, as amended.

3. ADVISORY PLANNING COUNCIL

3.1. There shall be an advisory planning council to develop and administer the corridor plan, which council shall have the following duties and responsibilities:

3.1.1. The council shall be responsible for the preparation of the corridor plan and shall use its best efforts to complete the plan within one year from the effective date of the annexation agreed upon by Christiansburg and the County. During the preparation of the corridor plan, individual members of the council shall act as liaison to their respective governing bodies and planning commissions so as to keep them

fully informed of developments.

3.1.2. The council shall serve in an advisory role to the governing bodies of Blacksburg, Christiansburg, and the County with respect to certain land use decisions within the defined corridor area. When requests for rezonings, special use permits, variances, and appeals, involving land located within the corridor area, are received by Christiansburg, Blacksburg, or the County, they shall be referred to the Advisory Planning Council for its review and comment. The council shall review the requests and make whatever advisory comments it deems appropriate to the applicable governing body and its planning commission or board of zoning appeals within forty-five days from receipt of the request. When requests for approval of subdivision plats and site development plans involving land within the corridor area are received by the parties, copies of such requests shall be promptly delivered to the advisory planning council for its information; however, action by any party on such request may be taken without any advisory review or comment by the council as to such request.

3.1.3. The council shall prepare an annual report of its activities to be submitted to the governing bodies of Christiansburg, Blacksburg, and the County.

3.1.4. The council shall at least every five

years review the corridor plan for possible revision. The review and possible revision of the corridor plan every five years shall be performed in a manner that is similar to and compatible with the five year review process of each jurisdiction's comprehensive plan as is required by state law. Revision of the corridor plan could include, but would not be limited to, changes in the corridor area, changes in development standards, revised staffing levels, and revised cooperative agreements.

3.2. The advisory planning council shall be composed of nine members. Each of the three jurisdictions will select three members of which one member shall be a member of the governing body and two shall be members of the planning commission at the time of their appointment. The two planning commission members will be recommended by the respective planning commission and appointed by the governing body. Subsequent to appointment, if a member ceases to be a member of the appointing governing body or planning commission, then the member shall be permitted to serve out the remaining term for which the member was appointed.

3.3. For the initial terms of office, each jurisdiction shall appoint one of its members to serve until June 30, 1988; one member to serve until June 30, 1989; and one member to serve until June 30, 1990. Subsequent terms of office shall be for a period of three years and shall remain on a

staggered basis.

3.4. The council shall meet on a regular monthly basis with additional called meetings as necessary.

3.5. Council operating costs shall be shared equally among the three jurisdictions. Compensation of members, however, if any, shall be paid by the respective jurisdictions.

4. EFFECTIVE DATE AND TERM

This agreement shall become effective upon execution by Christiansburg and the County as to these two parties. If the Town of Blacksburg does not execute this agreement, it shall remain in full force and effect as between Christiansburg and Montgomery County. In that case, the advisory planning council shall consist of only six members, three selected by Christiansburg and three selected by the County. In the event the special court does not approve and affirm the voluntary settlement, then this agreement shall become null and void and of no effect. The terms and conditions of this agreement shall remain in full force and effect for an initial term of 20 years from its effective date. This agreement shall continue thereafter, but any party may withdraw after the initial 20 year term upon giving 90 days written notice to the other parties.

5. MODIFICATION AND BINDING EFFECT OF AGREEMENT

The provisions of this agreement shall not be modified or changed except by mutual consent and agreement of

Christiansburg, Blacksburg, and the County, expressed in writing.

IN WITNESS WHEREOF, the governing bodies of Christiansburg, Blacksburg, and the County have each by ordinance or resolution caused this agreement to be duly executed in several counterparts, each of which will constitute an original by their mayor or chairman, and attested by their authorized officials.

Town of Christiansburg, Virginia

By: Harold L. Lunkaus
Mayor

ATTEST:

Frank P. Bessch
Clerk of Council

Town of Blacksburg, Virginia

By: _____
Mayor

ATTEST:

Clerk of Council

County of Montgomery, Virginia

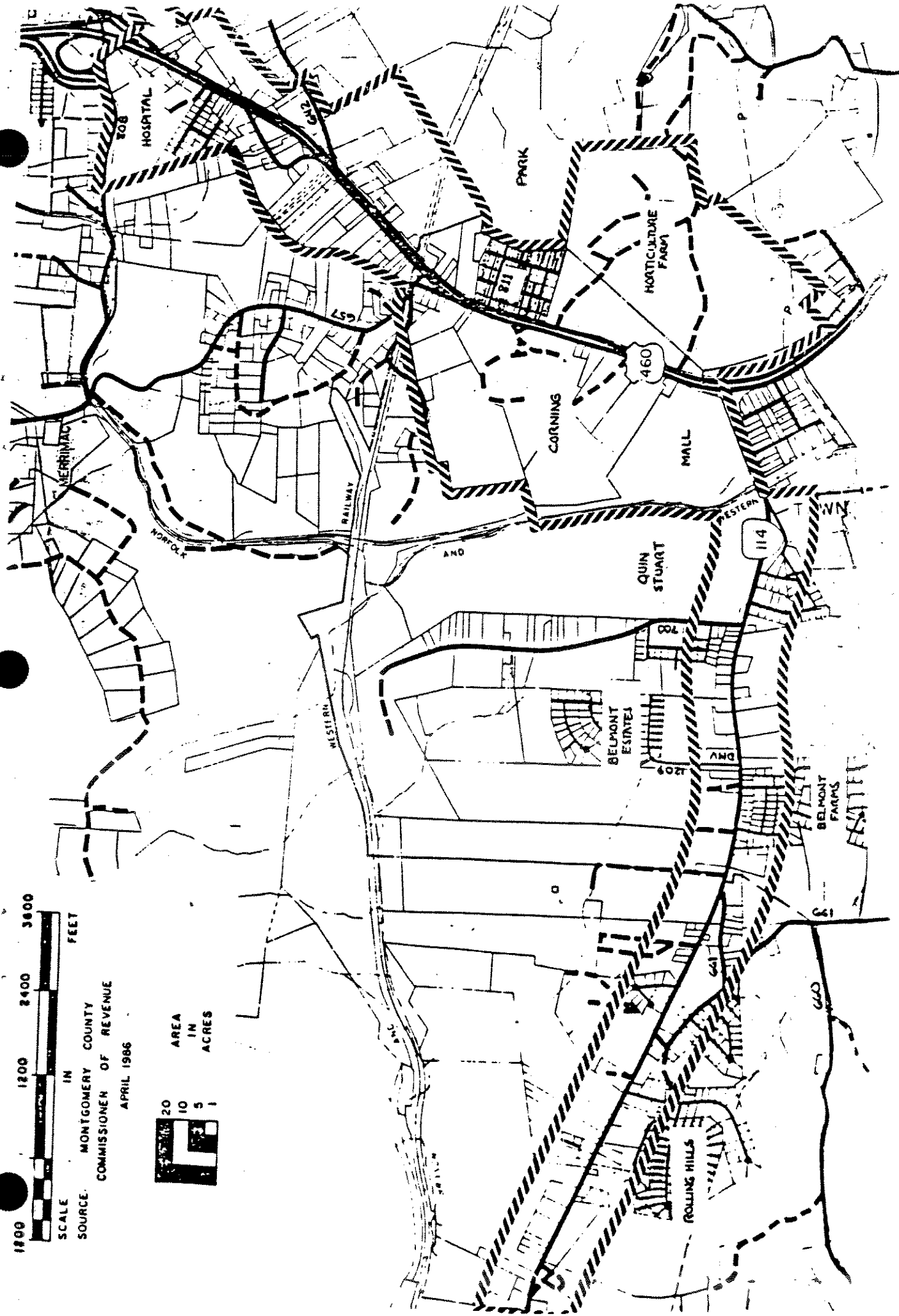
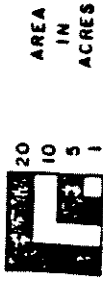
By: Lindsay B. West
Chairman, Board of Supervisors

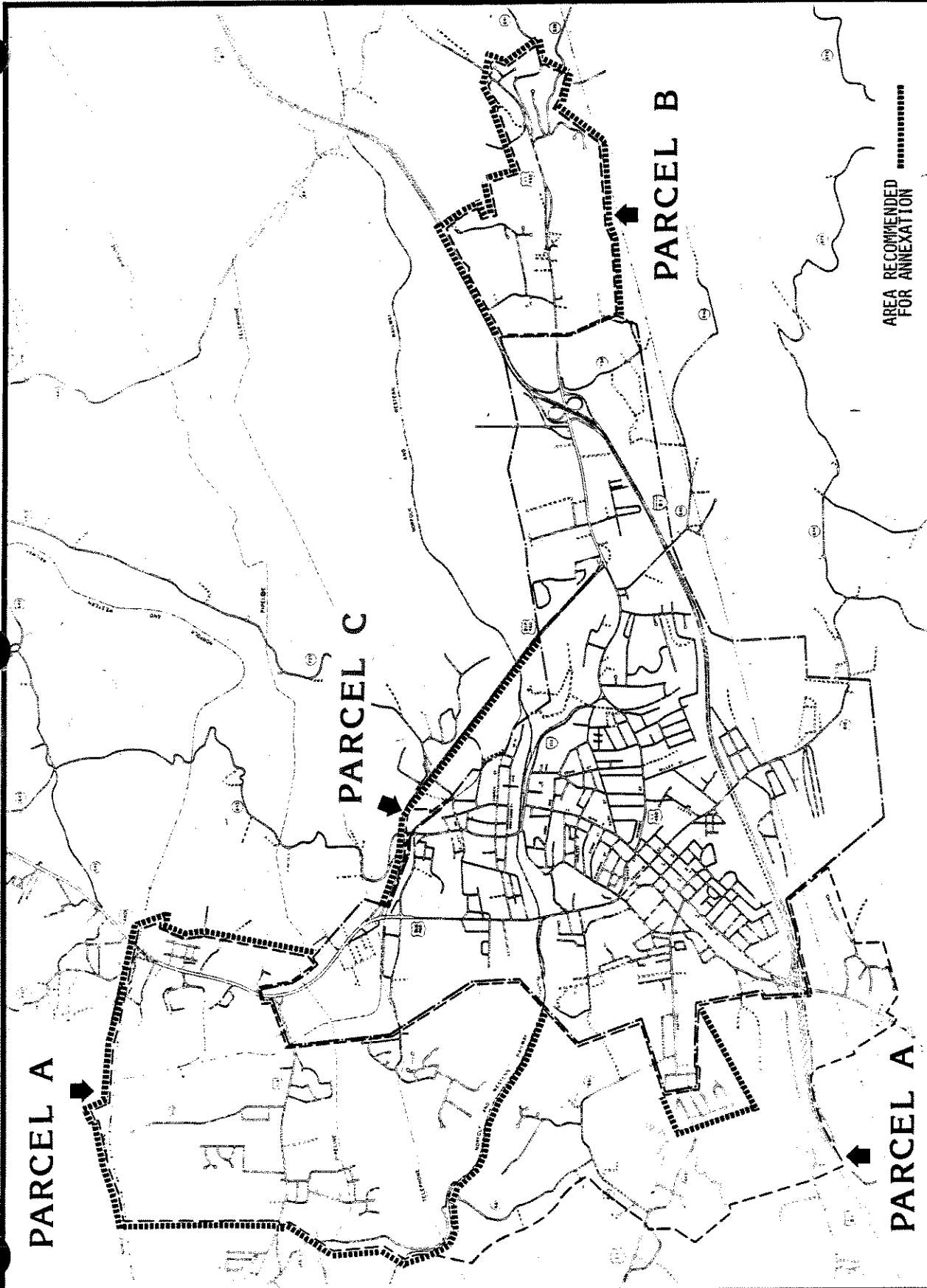
ATTEST:

Lilly S. Thomas
Board Clerk



SCALE IN
SOURCE: MONTGOMERY COUNTY
COMMISSIONER OF REVENUE
APRIL 1986



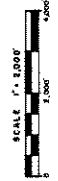


AREA RECOMMENDED FOR ANNEXATION

MAP OF THE
TOWN OF CHRISTIANSBURG, VA.
AND ENVIRONS

PREPARED BY
R. STUART ROYER & ASSOCIATES, INC.
RICHMOND, VIRGINIA
MAP COMPILED FROM U.S.G.S. QUADRANGLE SHEETS
AND DATA FURNISHED BY TOWN OF CHRISTIANSBURG

GENERAL LEGEND:
TOWN OF CHRISTIANSBURG VA.
CORPORATE LIMITS
PROPOSED ANNEXATION
BOUNDARY



APPENDIX B

