PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20220100012241
06/23/2022 01:27:34 PM 1/15
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF TEMPORARY CONSTRUCTION EASEMENTS

This DEED OF TEMPORARY CONSTRUCTION EASEMENTS ("Deed") is made this 21st day of December, 2021, by **GRAHAM ASSOCIATES,** a Virginia General Partnership, **Owner**, **BENJAMIN M. SMITH, JR., TRUSTEE OF THE BMS JR. 2011 TRUST**, **Lender**, **DAVID C. CANFIELD**, **Trustee**, and **JOSEPH P. CORISH**, **Trustee** (either of whom may act and jointly referred to as **Trustee**), all collectively, **Grantors**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("County"), a body corporate and politic, **Grantee**.

RECITALS

R-1 WHEREAS, by virtue of an instrument recorded in Deed Book 1755, at Page 486, recorded among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of certain real property, situate and located in Arlington County, Virginia known as:

Lot 500, a Resubdivision of Part of Lot 1, All of Lot 3 and Part of Lot 4, Curtis B. Graham Estate, and Resubdivision of Lot 6B of a Resubdivision of Lot 6 Curtis B. Graham Estate, as the same appears duly dedicated, platted and recorded among the Land Records, by Deed of Resubdivision dated October 7, 1971, in Deed Book 1770, at page 390 ("Property").

R-2 WHEREAS, by virtue of a Deed of Trust, Security Agreement and Assignment of Leases and Rents ("Deed of Trust") recorded among the Land Records as Instrument Number 20200100030781, Owner secured a loan from the Lender on the Property with David C. Canfield and Joseph P. Corish as Trustee(s), either of whom may act on the Deed of Trust.

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

14+1 plat

R-3 WHEREAS, it is the desire of the Grantors, to grant and convey to the County two temporary construction easements in the amounts of 313 Sq. Ft. and 2,258 Sq. Ft., ("Temporary Construction Easements"); all as hereinafter set forth and shown on a plat entitled "Plat Showing Easement for Public and Private Utilities Purposes and Temporary Construction Easements on Lot 500 Resubdivision of the Curtis B. Graham Estate D. B. 1770, Pg. 390, Arlington County, Virginia," prepared by the Arlington, Virginia Department of Environmental Services Engineering Bureau – Survey Section and approved by the Arlington County Subdivision & Bonds Administrator on July 15, 2021 (the "Plat"), which Plat is attached hereto and made a part hereof.

EASEMENTS FOR TEMPORARY CONSTRUCTION PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the County, its successors and assigns, Easements for Temporary Construction Purposes ("Temporary Construction Easements"), in the location and dimension shown and designated as: 1) "Temporary Construction Easement Area = 313 Sq. Ft.;" and 2) Temporary Construction Easement Area = 2,258 Sq. Ft.," on the Plat, for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair of public street, sidewalk, transit station, transit facilities, utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the Temporary Construction Easements areas. The Temporary Construction Easements are subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements areas and the right to use immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining land. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the replacement of structures, trees or other obstructions, if necessary, and the repaving and restriping of disturbed parking areas, as determined by the County in its reasonable discretion.

3. The Grantors reserve the right to make any use of the Temporary Construction Easements areas that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.

4. The Grantors covenant that the Grantors are seized of and has the right to convey the Temporary Construction Easements, and that Grantors shall make no use of the

Temporary Construction Easements areas that is inconsistent with the easement rights hereby granted.

5. The Temporary Construction Easements created by this Deed shall begin upon the date of acceptance of this Deed by the County and shall automatically expire upon the completion of the construction of the planned Facilities, as determined by the County, or on an earlier date if the Grantors are so notified in writing by the County.

SUBORDINATION

The Trustee, by and with the consent of the Lender, as evidenced by the Lender's signature affixed to this Deed, does hereby acknowledge, agree, and consent that the lien of the Deed of Trust be, and the same is, subordinated to each of the above described Temporary Construction Easements and all rights granted by this Deed to the Grantee.

COVENANTS REAL

The Grantors declare that the agreements and covenants stated in this Deed are not covenants personal to the Grantors, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantors and is in accordance with the statutes of Virginia and the ordinances in force in Arlington County, and is approved by the proper authorities as is evidenced by their endorsements on this Deed and said Plat attached hereto and made a part hereof.

Grantors covenant that the Grantors are seized of the Property and has the right to convey this Deed.

This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia.

The Recitals are incorporated into this Deed.

[*Signatures appear on the following page(s)*]

GRANTOR (Owner):

GRAHAM ASSOCIATES,
a Virginia general partnership

By: Twenty-Two Hundred Associates, LLC,
a Virginia limited liability company, General Partner

By: AGS Management, LLC,
a Virginia limited liability company,
its Manager

By: _____
Leslie S. Ariail, Member Manager

By: _____
Guy M. Gravett, Member Manager

By: _____
Benjamin M. Smith, Jr.,
Member Manager

By: Peete Brothers Management, LLC,
a Virginia limited liability company,
its Manager

By: _____
Edward C. Peete, Class A Manager

By: _____
David D. Peete, Jr., Class B Manager

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

By: Wayne Associates, L.L.C.,
a Virginia limited liability company, General Partner

By: _____
Gary A. Kirstein, Manager

By: _____
Andrea Kirstein, Manager

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Virginia, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 12/31/2023 _____
Notary registration no.: 131081 Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 12/31/2023 _____
Notary registration no.: 131081 Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

By: Wayne Associates, L.L.C.,
a Virginia limited liability company, General Partner

By: _____
Gary A. Kirstein, Manager

By: _____
Andrea Kirstein, Manager

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this _____ day of _____, 202__, on behalf of the general partnership.

My comm'n exp.: _____ _____
Notary registration no.: _____ Notary Public

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this _____ day of _____, 202__, on behalf of the general partnership.

My comm'n exp.: _____ _____
Notary registration no.: _____ Notary Public

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia
2463153

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Benjamin M. Smith, Jr., Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

STATE OF Maryland,
CITY/COUNTY OF Montgomery, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Gary A. Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 11/13/2025
Notary registration no.: 96711

Linda D Beck
Notary Public

STATE OF _____,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Andrea Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this _____ day of _____, 202__, on behalf of the general partnership.

My comm'n exp.: _____
Notary registration no.: _____

_____
Notary Public

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

STATE OF _____,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Gary A. Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this _____ day of _____, 202__, on behalf of the general partnership.

My comm'n exp.: _____ _____
Notary registration no.: _____ Notary Public

STATE OF Maryland,
CITY/COUNTY OF Montgomery, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Andrea Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 11/13/2025 Lissa D. Burl
Notary registration no.: 96711 Notary Public

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

GRANTOR (Lender):

BMS JR. 2011 TRUST

By: _____
BENJAMIN M. SMITH, JR.,
TRUSTEE

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 17th day of December, 2021 by Benjamin M. Smith, Jr., Trustee of the BMS Jr. 2011 Trust, **Lender**.

_____
Notary Public

My commission expires: 12/31/2023
Notary Registration Number: 131081

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

GRANTOR (Trustee):

By: _____
DAVID C. CANFIELD, TRUSTEE

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 22nd day of December, 2021 by David C. Canfield, Trustee.

_____
Notary Public

My commission expires: 12/31/22
Notary Registration Number: 7208049

By: _____
JOSEPH P. CORISH, TRUSTEE

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 22nd day of December, 2021 by Joseph P. Corish, Trustee.

_____
Notary Public

My commission expires: 12/31/22
Notary Registration Number: 7208049

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The Temporary Construction Easements herein conveyed are accepted this 23rd day of June, 2022 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on March 19 2022.

By: _____

Title: Real Estate Bureau Chief

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit:

The foregoing instrument was acknowledged before me this 23RD day of JUNE, 2022, by URI ARKIN, County Manager, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: OCTOBER 31, 2022

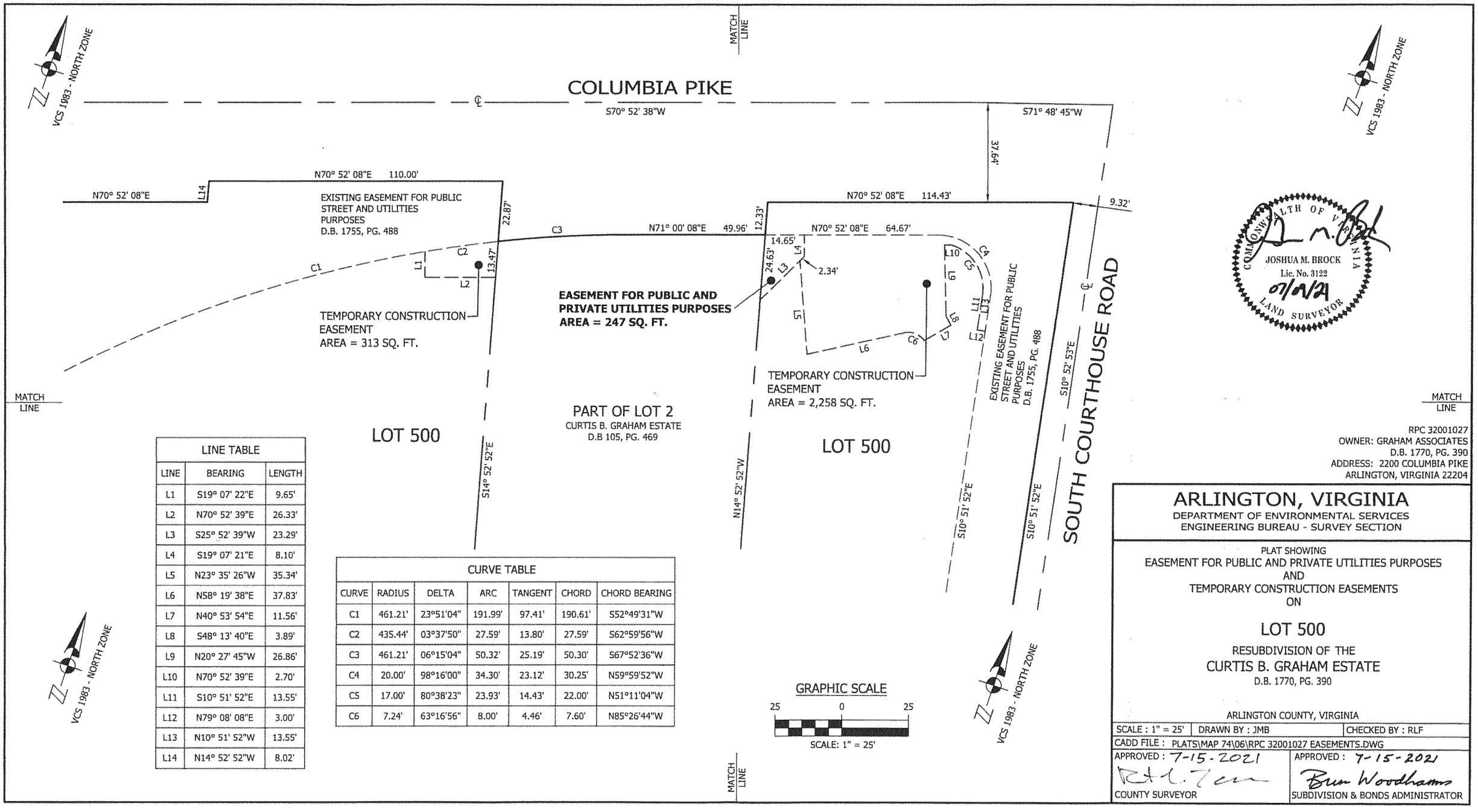
Notary Registration No.: 7617972

DARYLL KEITH SMITH
NOTARY PUBLIC 7617972
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-22

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia



LINE TABLE		
LINE	BEARING	LENGTH
L1	S19° 07' 22"E	9.65'
L2	N70° 52' 39"E	26.33'
L3	S25° 52' 39"W	23.29'
L4	S19° 07' 21"E	8.10'
L5	N23° 35' 26"W	35.34'
L6	N58° 19' 38"E	37.83'
L7	N40° 53' 54"E	11.56'
L8	S48° 13' 40"E	3.89'
L9	N20° 27' 45"W	26.86'
L10	N70° 52' 39"E	2.70'
L11	S10° 51' 52"E	13.55'
L12	N79° 08' 08"E	3.00'
L13	N10° 51' 52"W	13.55'
L14	N14° 52' 52"W	8.02'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	461.21'	23°51'04"	191.99'	97.41'	190.61'	S52°49'31"W
C2	435.44'	03°37'50"	27.59'	13.80'	27.59'	S62°59'56"W
C3	461.21'	06°15'04"	50.32'	25.19'	50.30'	S67°52'36"W
C4	20.00'	98°16'00"	34.30'	23.12'	30.25'	N59°59'52"W
C5	17.00'	80°38'23"	23.93'	14.43'	22.00'	N51°11'04"W
C6	7.24'	63°16'56"	8.00'	4.46'	7.60'	N85°26'44"W

GRAPHIC SCALE
25 0 25
SCALE: 1" = 25'

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
7/8/21
LAND SURVEYOR

RPC 32001027
OWNER: GRAHAM ASSOCIATES
D.B. 1770, PG. 390
ADDRESS: 2200 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON

LOT 500

RESUBDIVISION OF THE
CURTIS B. GRAHAM ESTATE
D.B. 1770, PG. 390

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\06\RPC 32001027 EASEMENTS.DWG		

APPROVED : 7-15-2021	APPROVED : 7-15-2021
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20220100012242
06/23/2022 01:34:21 PM 1/16
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF UTILITIES EASEMENTS

This Deed Of Utilities Easements ("Deed") is made this 21st day of December, 2021, by **GRAHAM ASSOCIATES,** a Virginia General Partnership, **Owner**, **BENJAMIN M. SMITH, JR., TRUSTEE OF THE BMS JR. 2011 TRUST**, **Lender**, **DAVID C. CANFIELD**, **Trustee**, and **JOSEPH P. CORISH**, **Trustee** (either of whom may act and jointly referred to as **Trustee**), all collectively, **Grantor**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**"), and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion**") (County and Dominion each individually, "**Grantee**", and collectively, "**Grantees**"), hereby recite and provide:

RECITALS:

R-1 WHEREAS, by virtue of an instrument recorded in Deed Book 1755, at Page 486, recorded among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of certain real property, situate and located in Arlington County, Virginia known as:

Lot 500, a Resubdivision of Part of Lot 1, All of Lot 3 and Part of Lot 4, Curtis B. Graham Estate, and Resubdivision of Lot 6B of a Resubdivision of Lot 6 Curtis B. Graham Estate, as the same appears duly dedicated, platted and recorded among the Land Records, by Deed of Resubdivision dated October 7, 1971, in Deed Book 1770, at page 390 ("**Property**").

R-2 WHEREAS, by virtue of a Deed of Trust, Security Agreement and Assignment of Leases and Rents recorded among the Land Records as Instrument Number 20200100030781 ("**Deed of Trust**"), Owner secured a loan on the Property from the Lender with David C. Canfield and Joseph P. Corish as Trustee(s), either of whom may act on the Deed of Trust.

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia
2463153

1571 plat.

R-3 WHEREAS, Grantor desires to grant and convey unto the Grantees certain perpetual rights and easements on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in dimensions and locations that have been agreed upon by the Grantor and the County, and labeled as "Easement for Public and Private Utilities Purposes Area = 247 SQ. FT." ("**Right of Way**") on a plat attached hereto and made a part hereof, entitled "Plat Showing Easement for Public and Private Utilities Purposes and Temporary Construction Easements on Lot 500 Resubdivision of the Curtis B. Graham Estate D. B. 1770, Pg. 390, Arlington County, Virginia," prepared by the Arlington, Virginia Department of Environmental Services Engineering Bureau – Survey Section and approved by the Arlington County Subdivision & Bonds Administrator on July 15, 2021 (the "**Plat**").

EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easements as more particularly described herein (collectively, the "**Easements**") each of which shall be subject to the terms and conditions of this Deed. The scope of the Easements as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (collectively, the "**Utility Facilities**"):

a. **For County**. County shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more of the following: (i) water systems for transmitting and distributing water, consisting of various size pipes, mains, service pipes, valves, manholes, water meters, vaults and appurtenances and related facilities; (ii) sanitary sewer systems for the collection and transmission of sewage, consisting of various size sewer pipes and lines, service pipes, manholes, valve boxes and appurtenances and related facilities; (iii) storm sewer systems for the collection and transmission of storm water run-off and drainage, consisting of various size sewer pipes, inlets, manholes, vaults and appurtenances and related facilities; and (iv.) fiber optic and/or telecommunication systems, including lines, traffic signaling equipment and appurtenances and related facilities.

b. **For Dominion**. Dominion shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more above ground or underground lines for the purpose of transmitting and distributing electricity and internal communications related thereto including in each instance, including but not limited to all wires, cables, conduits, poles, duct banks, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, and all equipment, accessories, and appurtenances desirable in connection therewith.

The Easements and the Utility Facilities installed therein or thereon are subject to the following terms and conditions:

1. Each of the Utility Facilities installed in the Right of Way shall be and shall remain the property of the Grantee who installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The County will install the initial duct bank in which Dominion will install its Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, Dominion will accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its Utility Facilities have been installed. No charges, other than any compensation paid by County as consideration for these Utilities Easements, shall be made to any of the Grantees for the use of the Property for the Easements granted herein.

2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-of-Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deem advisable with respect to its Utility Facilities, without the prior consent of the Grantor. Notwithstanding the foregoing, Grantees shall maintain access to at least half of the existing entrance apron, or some other similar access to the Property, and each Grantee shall repair or replace the existing entrance apron, if needed, following any work by such Grantee within the Right-of-Way.

3. Grantees shall have full and free use of the Right-of-Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easements, including the right of reasonable access to and from the Right-of-Way, and the right to use immediately adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, and further, this right shall not be construed to allow the Grantees to erect any building or structure of a permanent nature or store materials on such adjoining land outside the boundaries of the Right-of-Way. Each Grantee shall repair damage to the adjoining land and shall make reasonable repairs or replacements to improvements on adjoining land damaged by such Grantee's activities pursuant to this section.

4. Each Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Right-of-Way, deemed by such Grantee to interfere with the proper and efficient installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and/or removal of such Grantee's Utility Facilities located in the Right-of-Way; provided, however,

that each Grantee, at its own expense, shall restore, as nearly as possible, the Property to its original condition, immediately preceding each such Grantee's performance of any of the above-described work, such restoration to include the backfilling of trenches, the replacement of shrubbery that is not interfering with the Easements, re-seeding, and/or re-sodding.

5. Grantees shall have the absolute right to assign, grant secondary easements in, or permit usage of the Easements, or portions thereof, for public and/or private utilities, said assignment and usage to be only for the purposes set forth herein and subject to the limitations set forth herein.

6. Grantor reserves the right to make any use of the Right-of-Way for any reasonable purpose, in any manner, that is not inconsistent with the easement rights herein conveyed, and does not interfere with the use of the Right-of-Way by Grantees for the purposes named herein provided, however, under no circumstance shall Grantor have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the Right-of-Way.

7. Grantor covenants that Grantor is seized of the Property and has the right to convey the Easements, rights and privileges herein conveyed to Grantees and that Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements, and that Grantor shall make no use of the Easements that are inconsistent with the easement rights hereby granted.

8. Grantor covenants and agrees that the considerations aforementioned shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation, and maintenance of the Utility Facilities described herein.

9. Grantor agrees to execute any documents reasonably necessary to effectuate the rights and permissions granted by this Deed.

10. Grantor and each Grantee shall each conduct its operations within the Right-of-Way in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land acquired hereunder by the other Grantees. After initial installation of the Utility Facilities pursuant to the Columbia Pike Street Improvement Plans approved by all Grantees, any future installation, construction, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion, or additions of Utility Facilities within the Right of Way ("Future Work") by any Grantee shall not require the approval of any of the other Grantees provided that the Future Work shall comply with all applicable clearance requirements including the requirements of the National Electric Safety Code and

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
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2463153

the clearance requirements of the Grantees. For any and all Future Work the burden of complying with the applicable clearance requirements shall be borne by the Grantee that is performing the Future Work provided that the other Grantees shall, upon written request with reasonable notice, provide a copy of their clearance requirements to the other Grantees for review.

SUBORDINATION

The Trustee, by and with the consent of the Lender, as evidenced by the Lender's signature affixed to this Deed, does hereby acknowledge, agree, and consent that the lien of the Deed of Trust be, and the same is, subordinated to each of the above described Utilities Easements and all rights granted by this Deed to the Grantees.

COVENANTS REAL

The Grantor, with the consent and approval of the Lender and Trustee, as evidenced by their signatures affixed hereto, declares that the agreements and covenants stated in this Deed are not covenants personal to the Grantor, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantor, Lender and Trustee of the Property, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

Grantor, with the consent and approval of the Lender and Trustee, as evidenced by their signatures affixed hereto, covenants that the Grantor is seized of the Property and has the right to convey this Deed.

This Deed shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia.

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR (Owner):

GRAHAM ASSOCIATES,
a Virginia general partnership

By: Twenty-Two Hundred Associates, LLC,
a Virginia limited liability company, General Partner

By: AGS Management, LLC,
a Virginia limited liability company,
its Manager

By: _____
Leslie S. Ariail, Member Manager

By: _____
Guy M. Gravett, Member Manager

By: _____
Benjamin M. Smith, Jr.,
Member Manager

By: Peete Brothers Management, LLC,
a Virginia limited liability company,
its Manager

By: _____
Edward C. Peete, Class A Manager

By: _____
David D. Peete, Jr., Class B Manager

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2463153

By: Wayne Associates, L.L.C.,
a Virginia limited liability company, General Partner

By: _____
Gary A. Kirstein, Manager

By: _____
Andrea Kirstein, Manager

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17 day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

_____
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

_____
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
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RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia
2463153

By: Wayne Associates, L.L.C.,
a Virginia limited liability company, General Partner

By: _____
Gary A. Kirstein, Manager

By: _____
Andrea Kirstein, Manager

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this _____ day of _____, 202__, on behalf of the general partnership.

My comm'n exp.: _____ _____
Notary registration no.: _____ Notary Public

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this _____ day of _____, 202__, on behalf of the general partnership.

My comm'n exp.: _____ _____
Notary registration no.: _____ Notary Public

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
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2463153

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Benjamin M. Smith, Jr., Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, ~~2021~~ 2021 (M), on behalf of the general partnership.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, ~~2021~~ 2021 (M), on behalf of the general partnership.

My comm'n exp.: 12/01/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this 17th day of December, ~~2021~~ 2021 (M), on behalf of the general partnership.

My comm'n exp.: 12/31/2021
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia
2463153

STATE OF Maryland,
CITY/COUNTY OF Montgomery, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Gary A. Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 11/13/2025
Notary registration no.: 96711

Linda D. Burk
Notary Public

STATE OF _____,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Andrea Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this _____ day of _____, 202__, on behalf of the general partnership.

My comm'n exp.: _____
Notary registration no.: _____

_____
Notary Public

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
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STATE OF _____,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Gary A. Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this _____ day of _____, 202__, on behalf of the general partnership.

My comm'n exp.: _____ _____
Notary registration no.: _____ Notary Public

STATE OF Maryland,
CITY/COUNTY OF Montgomery, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Andrea Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this 17th day of December, 2021, on behalf of the general partnership.

My comm'n exp.: 11/13/2025 Lissie D. Bird
Notary registration no.: 96711 Notary Public

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
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GRANTOR (Lender):

BMS JR. 2011 TRUST

By: _____
BENJAMIN M. SMITH, JR.,
TRUSTEE

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 17th day of December, 2021 by Benjamin M. Smith, Jr., Trustee of the BMS Jr. 2011 Trust, **Lender**.

_____
Notary Public

My commission expires: 12/31/2023
Notary Registration Number: 131081

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
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GRANTOR (Trustee):

By: _____
DAVID C. CANFIELD, TRUSTEE

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 22nd day of December, 2021 by David C. Canfield, Trustee.

_____
Notary Public

My commission expires: 12/31/22
Notary Registration Number: 7208049

OLIVIA B. NAZAR
COMMONWEALTH OF VIRGINIA
#7208049
COMMISSION EXPIRES
12/31/2022
NOTARY PUBLIC

By: _____
JOSEPH P. CORISH, TRUSTEE

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 22nd day of December, 2021 by Joseph P. Corish, Trustee.

_____
Notary Public

My commission expires: 12/31/22
Notary Registration Number: 7208049

OLIVIA B. NAZAR
COMMONWEALTH OF VIRGINIA
#7208049
COMMISSION EXPIRES
12/31/2022
NOTARY PUBLIC

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-027
Address: 2200 Columbia Pike, Arlington, Virginia
2463153

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easements herein conveyed are accepted this 23rd day of June, 2022 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on March 19, 2022.

By: _____

Title: Real Estate Bureau Chief

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit:

The foregoing instrument was acknowledged before me this 23RD day of JUNE, 2022, by URI ARKIN, Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: OCTOBER 31, 2022

Notary Registration No.: 7617972

DARYLL KEITH SMITH
NOTARY PUBLIC 7617972
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-22

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
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2463153

DOMINION:

By: _____

Name: Shaun Reilly

Title: Authorized Representative

STATE OF VIRGINIA :
COUNTY OF RICHMOND : to-wit:

The foregoing instrument was acknowledged before me this 27 day of JANUARY, 2022 by Shaun Reilly, Authorized Representative on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

_____
Notary Public

My commission expires: 9-30-2024
Notary Registration Number: 7859752

AMANDA LYNN PARRISH
NOTARY PUBLIC
MY COMMISSION NUMBER 7859752
COMMONWEALTH OF VIRGINIA

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
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Address: 2200 Columbia Pike, Arlington, Virginia
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VCS 1983 - NORTH ZONE

MATCH LINE

COLUMBIA PIKE

℄

S70° 52' 38"W

S71° 48' 45"W

37.64'

N70° 52' 08"E 110.00'

N70° 52' 08"E

L14

EXISTING EASEMENT FOR PUBLIC STREET AND UTILITIES PURPOSES
D.B. 1755, PG. 488

22.87'

C3

N71° 00' 08"E 49.96'

12.33'

N70° 52' 08"E 114.43'

N70° 52' 08"E 64.67'

9.32'

14.65'

24.63'

L4

L3

2.34'

C1

L1

C2

L2

13.47'

TEMPORARY CONSTRUCTION EASEMENT
AREA = 313 SQ. FT.

EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
AREA = 247 SQ. FT.

L5

L6

C6

L7

L8

L9

L10

C5

C4

L11

L13

L12

EXISTING EASEMENT FOR PUBLIC STREET AND UTILITIES
PURPOSES
D.B. 1755, PG. 488

TEMPORARY CONSTRUCTION EASEMENT
AREA = 2,258 SQ. FT.

S10° 52' 53"E

SOUTH COURTHOUSE ROAD

MATCH LINE

PART OF LOT 2
CURTIS B. GRAHAM ESTATE
D.B 105, PG. 469

LOT 500

S14° 52' 52"E

N14° 52' 52"W

LOT 500

S10° 51' 52"E

S10° 51' 52"E

MATCH LINE

RPC 32001027
OWNER: GRAHAM ASSOCIATES
D.B. 1770, PG. 390
ADDRESS: 2200 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
07/09/21
LAND SURVEYOR

LINE TABLE		
LINE	BEARING	LENGTH
L1	S19° 07' 22"E	9.65'
L2	N70° 52' 39"E	26.33'
L3	S25° 52' 39"W	23.29'
L4	S19° 07' 21"E	8.10'
L5	N23° 35' 26"W	35.34'
L6	N58° 19' 38"E	37.83'
L7	N40° 53' 54"E	11.56'
L8	S48° 13' 40"E	3.89'
L9	N20° 27' 45"W	26.86'
L10	N70° 52' 39"E	2.70'
L11	S10° 51' 52"E	13.55'
L12	N79° 08' 08"E	3.00'
L13	N10° 51' 52"W	13.55'
L14	N14° 52' 52"W	8.02'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	461.21'	23°51'04"	191.99'	97.41'	190.61'	S52°49'31"W
C2	435.44'	03°37'50"	27.59'	13.80'	27.59'	S62°59'56"W
C3	461.21'	06°15'04"	50.32'	25.19'	50.30'	S67°52'36"W
C4	20.00'	98°16'00"	34.30'	23.12'	30.25'	N59°59'52"W
C5	17.00'	80°38'23"	23.93'	14.43'	22.00'	N51°11'04"W
C6	7.24'	63°16'56"	8.00'	4.46'	7.60'	N85°26'44"W

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON

LOT 500

RESUBDIVISION OF THE
CURTIS B. GRAHAM ESTATE
D.B. 1770, PG. 390

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\06\RPC 32001027 EASEMENTS.DWG		

APPROVED : 7-15-2021
COUNTY SURVEYOR

APPROVED : 7-15-2021
SUBDIVISION & BONDS ADMINISTRATOR

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD
2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • FAX (703) 228-7430
E-MAIL: countyboard@arlingtonva.us

KENDRA JACOBS
CLERK TO THE
COUNTY BOARD

ARLINGTON
VIRGINIA

MEMBERS
KATIE CRISTOL
CHAIR
CHRISTIAN DORSEY
VICE CHAIR

TAKIS KARANTONIS
LIBBY GARVEY
MATT DE FERRANTI

CERTIFICATION

I hereby certify that at its September 17, 2022, Regular Meeting, on a consent motion by CHRISTIAN DORSEY, Vice-Chair, seconded by LIBBY GARVEY, Member, and carried by a vote of 5 to 0, the voting recorded as follows: Katie Cristol, Chair - Aye, Christian Dorsey, Vice-Chair - Aye, Takis Karantonis, Member - Aye, Libby Garvey, Member - Aye, and Matt de Ferranti, Member - Aye, the County Board of Arlington, Virginia, approved the **C.M. RECOMMENDATIONS** in the attached County Manager's report dated August 8, 2022.

SUBJECT: Deed of utilities easements and deed of temporary construction easements from Key Properties Associates, LLC, located on Lot 2 of the Resubdivision of the Curtis B. Graham Estate, 2112 Columbia Pike, RPC # 32-001-026 for the Columbia Pike Multi-Modal Streets Improvement Project.

Given under my hand this 22nd day of September 2022.

Kendra M. Jacobs, Clerk
Arlington County Board

ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item
Meeting of September 17, 2022

DATE: August 8, 2022

SUBJECT: Deed of Utilities Easements and Deed of Temporary Construction Easements from Key Properties Associates, LLC, located on Lot 2 of the Resubdivision of the Curtis B. Graham Estate, 2112 Columbia Pike, RPC # 32-001-026 for the Columbia Pike Multi-Modal Streets Improvement Project.

C. M. RECOMMENDATION:

1. Approve the attached Deed of Utilities Easements and Deed of Temporary Construction Easements from Key Properties Associates, LLC, located on Lot 2 Resubdivision of the Curtis B. Graham Estate, 2112 Columbia Pike, RPC No. 32-001-026.

2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute and accept the Deed of Utilities Easements and Deed of Temporary Construction Easements and any related documents, on behalf of the County Board, subject to approval as to form by the County Attorney.

ISSUES: There are no outstanding issues as of the date of this report.

SUMMARY: Approval and acceptance of the Deed of Utilities Easements and Deed of Temporary Construction Easements ("Easements") on the 2112 Columbia Pike property ("Property") permits the County to install and maintain improvements that are part of the Columbia Pike Multi-Modal Streets Improvement Project ("Project").

BACKGROUND: The Easements cover an area where improvements associated with the Project are to be installed. The Project is designed to transform the full length of Columbia Pike, making it safer and more accessible for all users. In addition to visible street improvements, such as wider sidewalks, upgraded traffic signals, new streetlights, new trees, transit station and intersection improvements, extensive construction work is occurring below the roadway to replace aging and leak-prone water and sewer pipes and to bury overhead utility lines

County Manager: MJS / MJC

County Attorney: MNC BAH

Staff: Michael Halewski, DES – Real Estate Bureau

underground. Conveyance of the Easement on the Property will permit the County to install and maintain the improvements.

DISCUSSION: The Deed of Temporary Construction Easements grants the County two temporary construction easements in the amounts of 255 square feet and 2,016 square feet to enable construction of the improvements on the Property. The Deed of Utilities Easements grants the County and Virginia Electric and Power Company, doing business in Virginia as Dominion Energy Virginia, an easement for public and private utilities and related facilities in the amount of 1,222 square feet on the Property. The improvements to be installed within the Easements are part of the Project.

PUBLIC ENGAGEMENT:

Level of Engagement:

- Communicate, Consult & Involve – this level of engagement is appropriate because the Project has a long history of public outreach throughout the planning and design process.

Outreach Methods:

- The County's Transportation Division set up a forum for the Project coordinating committee and community stakeholders (the Columbia Pike Implementation Team), held public meetings, briefed County civic commissions and civic associations along the Project corridor, and created a webpage and an e-newsletter.

Community Feedback:

- The Project team has continued to respond during construction to feedback regarding traffic and other construction-related issues.

FISCAL IMPACT: Based upon the land assessment value, and other appraisals by independent certified appraisers of property in the area, County staff has offered, and the owner of the Property has agreed to payment of $36,002.15 from the Project fund as compensation for the Easements. The account code for the payment is 331.481003.43513.DS40.0000.RESS.

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF UTILITIES EASEMENTS

This Deed Of Utilities Easements ("Deed") is made this ____ day of _____, 2022, by **KEY PROPERTY ASSOCIATES, LLC**, a Virginia limited liability company, **Owner**, **Grantor**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**"), and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion**") (County and Dominion each individually, "**Grantee**", and collectively, "**Grantees**"), hereby recites and provides:

RECITALS:

R-1 WHEREAS, by virtue of an instrument recorded in Deed Book 4609, at Page 237, recorded among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of certain real property, situate and located in Arlington County, Virginia known as:

> Lot Two (2), of the Subdivision of the Estate of Curtis B. Graham as shown on a plat recorded in Deed Book 105 at Page 469 among the land records of Arlington County, Virginia.
>
> Less and except that portion of Lot Two (2), of the Subdivision of the Estate of Curtis B. Graham, conveyed to the Commonwealth of Virginia by deed dated April 5, 1974 and recorded in Deed Book 1874 at Page 692 among the aforesaid land records **("Property")**.

R-2 WHEREAS, Grantor desires to grant and convey unto the Grantees certain perpetual rights and easements on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in dimensions and locations that have been agreed upon by the Grantor and the County, and labeled as "Easement for Public and Private Utilities Purposes Area = 1,222 SQ. FT." ("**Right**

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-026
Address: 2112 Columbia Pike, Arlington, Virginia

of Way") on a plat attached hereto and made a part hereof, entitled "Plat Showing Easement for Public and Private Utilities Purposes and Temporary Construction Easements on Part of Lot 2 Curtis B. Graham Estate D. B. 105, Pg. 469, Arlington County, Virginia," prepared by the Arlington, Virginia Department of Environmental Services Engineering Bureau – Survey Section and approved by the Arlington County Subdivision & Bonds Administrator on February 1, 2022 (the "**Plat**").

EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

NOW, THEREFORE, in consideration of the sum of Thirty Four Thousand and Two Dollars and fifteen cents ($34,002.15) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easements as more particularly described herein (collectively, the "**Easements**") each of which shall be subject to the terms and conditions of this Deed. The scope of the Easements as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (collectively, the "**Utility Facilities**"):

a. **For County**. County shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more of the following: (i) water systems for transmitting and distributing water, consisting of various size pipes, mains, service pipes, valves, manholes, water meters, vaults and appurtenances and related facilities; (ii) sanitary sewer systems for the collection and transmission of sewage, consisting of various size sewer pipes and lines, service pipes, manholes, valve boxes and appurtenances and related facilities; (iii) storm sewer systems for the collection and transmission of storm water run-off and drainage, consisting of various size sewer pipes, inlets, manholes, vaults and appurtenances and related facilities; and (iv.) fiber optic and/or telecommunication systems, including lines, traffic signaling equipment and appurtenances and related facilities.

b. **For Dominion**. Dominion shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more above ground or underground lines for the purpose of transmitting and distributing electricity and internal communications related thereto including in each instance, including but not limited to all wires, cables, conduits, poles, duct banks, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, and all equipment, accessories, and appurtenances desirable in connection therewith.

The Easements and the Utility Facilities installed therein or thereon are subject to the following terms and conditions:

1. Except as shown on Exhibit A entitled "Columbia Pike Street Improvement Project Easement Exhibit Plan Curtis B. Graham - Estate Key Property Assoc., L.L.C. 2407

Columbia Pike," plotted June 7, 2022 and attached hereto, each of the Utility Facilities installed in the Right of Way shall be underground and shall be and shall remain the property of the Grantee who installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The County will install the initial duct bank in which Dominion will install its Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, Dominion will accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its Utility Facilities have been installed. No charges, other than any compensation paid by County as consideration for these Utilities Easements, shall be made to any of the Grantees for the use of the Property for the Easements granted herein.

2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-of-Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deem advisable with respect to its Utility Facilities, without the prior consent of the Grantor. Notwithstanding the foregoing, Grantees shall maintain access to at least half of the existing entrance apron, or some other similar access to the Property, and each Grantee shall repair or replace the existing entrance apron, if needed, following any work by such Grantee within the Right-of-Way.

3. Grantees shall have full and free use of the Right-of-Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easements, including the right of reasonable access to and from the Right-of-Way, and the right to use immediately adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, and further, this right shall not be construed to allow the Grantees to erect any building or structure of a permanent nature or store materials on such adjoining land outside the boundaries of the Right-of-Way. Each Grantee shall repair damage to the adjoining land and shall make reasonable repairs or replacements to improvements on adjoining land damaged by such Grantee's activities pursuant to this section.

4. Each Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Right-of-Way, deemed by such Grantee to interfere with the proper and efficient installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and/or removal of such Grantee's Utility Facilities located in the Right-of-Way; provided, however, that each Grantee, at its own expense, shall restore, as nearly as possible, the

Property to its original condition, immediately preceding each such Grantee's performance of any of the above-described work, such restoration to include the backfilling of trenches, the replacement of shrubbery that is not interfering with the Easements, re-seeding, and/or re-sodding.

5. Grantees shall have the absolute right to assign, grant secondary easements in, or permit usage of the Easements, or portions thereof, for public and/or private utilities, said assignment and usage to be only for the purposes set forth herein and subject to the limitations set forth herein.

6. Grantor reserves the right to make any use of the Right-of-Way for any reasonable purpose, in any manner, that is not inconsistent with the easement rights herein conveyed, and does not interfere with the use of the Right-of-Way by Grantees for the purposes named herein provided, however, under no circumstance shall Grantor have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the Right-of-Way.

7. Grantor covenants that Grantor is seized of the Property and has the right to convey the Easements, rights and privileges herein conveyed to Grantees and that Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements, and that Grantor shall make no use of the Easements that are inconsistent with the easement rights hereby granted.

8. Grantor covenants and agrees that the considerations aforementioned shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation, and maintenance of the Utility Facilities described herein.

9. Grantor agrees to execute any documents reasonably necessary to effectuate the rights and permissions granted by this Deed.

10. Grantor and each Grantee shall each conduct its operations within the Right-of-Way in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land acquired hereunder by the other Grantees. After initial installation of the Utility Facilities pursuant to the Columbia Pike Street Improvement Plans approved by all Grantees, any future installation, construction, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion, or additions of Utility Facilities within the Right of Way ("Future Work") by any Grantee shall not require the approval of any of the other Grantees provided that the Future Work shall comply with all applicable clearance requirements including the requirements of the National Electric Safety Code and the clearance requirements of the Grantees. For any and all Future Work the burden of complying with the applicable clearance requirements shall be borne by the

Grantee that is performing the Future Work provided that the other Grantees shall, upon written request with reasonable notice, provide a copy of their clearance requirements to the other Grantees for review.

COVENANTS REAL

The Grantor declares that the agreements and covenants stated in this Deed are not covenants personal to the Grantor, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantor and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

Grantor covenants that the Grantor is seized of the Property and has the right to convey this Deed.

This Deed shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia.

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR (Owner):

KEY PROPERTY ASSOCIATES, LLC
a Virginia limited liability company

By: AGS Management, LLC,
a Virginia limited liability company
Its Manager

By: _____
Leslie S. Ariail, Member Manager

By: _____
Guy M. Gravett, Member Manager

By: _____
Benjamin M. Smith, Jr.,
Member Manager

By: Peete Brothers Management, LLC,
a Virginia limited liability company
Its Manager

By: _____
Edward C. Peete, Class A Manager

By: _____
David D. Peete, Jr., Class B Manager

[NOTARY ACKNOWLEDGMENTS FOLLOW]

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 13 day of June, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 14 day of June, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Benjamin M. Smith, Jr., Member Manager of AGS Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 28 day of June, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-026
Address: 2112 Columbia Pike, Arlington, Virginia

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 14 day of June, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 13 day of June, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easements herein conveyed are accepted this _____day of _____, 20___ on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on _____, 20_____.

By:_____

Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit:

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____, the _____, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires:_____

Notary Registration No.:_____

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

DOMINION:

By: _____

Name: Shaun Reilly

Title: Authorized Representative

STATE OF Virginia :
COUNTY OF Richmond City : to-wit:

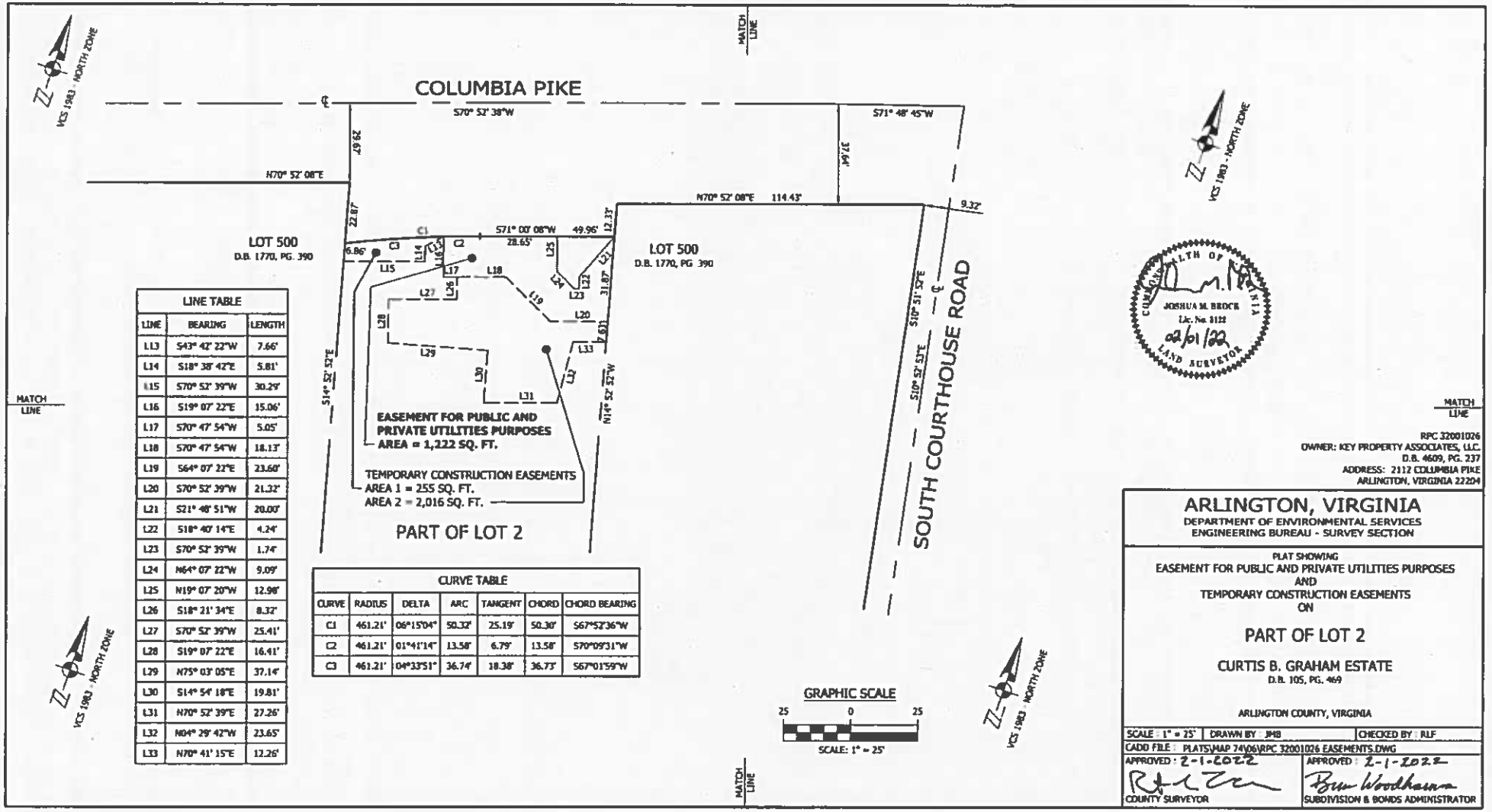
The foregoing instrument was acknowledged before me this 9 day of August, 2022 by Shaun Reilly, Authorized Representative on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

_____
Notary Public

My commission expires: 9-30-2024
Notary Registration Number: 7859752

AMANDA LYNN PARRISH NOTARY PUBLIC MY COMMISSION NUMBER 7859752 COMMONWEALTH OF VIRGINIA

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-026
Address: 2112 Columbia Pike, Arlington, Virginia



LINE TABLE		
LINE	BEARING	LENGTH
L13	S43° 42' 22"W	7.66'
L14	S18° 38' 42"E	5.81'
L15	S70° 52' 39"W	30.29'
L16	S19° 07' 22"E	15.06'
L17	S70° 47' 54"W	5.05'
L18	S70° 47' 54"W	18.13'
L19	S64° 07' 22"E	23.60'
L20	S70° 52' 39"W	21.32'
L21	S21° 48' 51"W	20.00'
L22	S18° 40' 14"E	4.24'
L23	S70° 52' 39"W	1.74'
L24	N64° 07' 22"W	9.09'
L25	N19° 07' 20"W	12.98'
L26	S18° 21' 34"E	8.32'
L27	S70° 52' 39"W	25.41'
L28	S19° 07' 22"E	16.41'
L29	N75° 03' 05"E	37.14'
L30	S14° 54' 18"E	19.81'
L31	N70° 52' 39"E	27.26'
L32	N04° 29' 42"W	23.65'
L33	N70° 41' 15"E	12.26'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	461.21'	06°15'04"	50.32'	25.19'	50.30'	S67°52'36"W
C2	461.21'	01°41'14"	13.58'	6.79'	13.58'	S70°09'31"W
C3	461.21'	04°33'51"	36.74'	18.38'	36.73'	S67°01'59"W

JOSHUA M. BROCK
Lic. No. 3122
02/01/22
COMMONWEALTH OF VIRGINIA
LAND SURVEYOR

RPC 32001026
OWNER: KEY PROPERTY ASSOCIATES, LLC.
D.B. 4609, PG. 237
ADDRESS: 2112 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON

PART OF LOT 2

CURTIS B. GRAHAM ESTATE
D.B. 105, PG. 469

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\06\RPC 32001026 EASEMENTS.DWG		

APPROVED : 2-1-2022
COUNTY SURVEYOR

APPROVED : 2-1-2022
SUBDIVISION & BONDS ADMINISTRATOR

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF TEMPORARY CONSTRUCTION EASEMENTS

This DEED OF TEMPORARY CONSTRUCTION EASEMENTS ("Deed") is made this ____ day of _____, 20__, by **KEY PROPERTY ASSOCIATES, LLC**, a Virginia limited liability company, **Owner, Grantor**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("County"), a body corporate and politic, **Grantee**.

RECITALS

R-1 WHEREAS, by virtue of an instrument recorded in Deed Book 4609, at Page 237, recorded among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of certain real property, situate and located in Arlington County, Virginia known as:

> Lot Two (2), of the Subdivision of the Estate of Curtis B. Graham as shown on a plat recorded in Deed Book 105 at Page 469 among the land records of Arlington County, Virginia.
>
> Less and except that portion of Lot Two (2), of the Subdivision of the Estate of Curtis B. Graham, conveyed to the Commonwealth of Virginia by deed dated April 5, 1974 and recorded in Deed Book 1874 at Page 692 among the aforesaid land records ("Property").

R-2 WHEREAS, it is the desire of the Grantors, to grant and convey to the County two temporary construction easements in the amounts of 255 Sq. Ft. and 2,016 Sq. Ft., ("Temporary Construction Easements"); all as hereinafter set forth and shown on a plat entitled "Plat Showing Easement for Public and Private Utilities Purposes and Temporary Construction Easements on Part of Lot 2 Curtis B. Graham Estate D. B.

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-026
Address: 2112 Columbia Pike, Arlington, Virginia

105, Pg. 469, Arlington County, Virginia," prepared by the Arlington, Virginia Department of Environmental Services Engineering Bureau – Survey Section and approved by the Arlington County Subdivision & Bonds Administrator on February 1, 2022 (the "Plat"), which Plat is attached hereto and made a part hereof.

EASEMENTS FOR TEMPORARY CONSTRUCTION PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of Two Thousand Dollars ($2,000.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the County, its successors and assigns, Easements for Temporary Construction Purposes ("Temporary Construction Easements"), in the location and dimension shown and designated as "Temporary Construction Easements Area 1 = 255 Sq. Ft. Area 2 = 2,016 Sq. Ft.," on the Plat, for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, testing, addition, alteration, replacement, expansion, relocation, removal and repair of public street, sidewalk, transit station, transit facilities, utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the Temporary Construction Easements areas. The Temporary Construction Easements are subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements areas and the right to use immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any

building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining land. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the replacement of structures, trees or other obstructions, if necessary, and the repaving and restriping of disturbed parking areas, as determined by the County in its reasonable discretion.

3. The Grantors reserve the right to make any use of the Temporary Construction Easements areas that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.

4. The Grantors covenant that the Grantors are seized of and has the right to convey the Temporary Construction Easements, and that Grantors shall make no use of the Temporary Construction Easements areas that is inconsistent with the easement rights hereby granted.

5. The Temporary Construction Easements created by this Deed shall begin upon the date of acceptance of this Deed by the County and shall automatically expire upon the completion of the construction of the planned Facilities, as determined by the County, or on an earlier date if the Grantors are so notified in writing by the County.
6. In the course of installation of the Facilities within the Temporary Construction Easement area, the County will have the monument sign existing on the Property

moved to a new location approved by the Grantor. The sign shall be relocated approximately 15 feet to the west of its existing location.

COVENANTS REAL

The Grantors declare that the agreements and covenants stated in this Deed are not covenants personal to the Grantors, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantors and is in accordance with the statutes of Virginia and the ordinances in force in Arlington County, and is approved by the proper authorities as is evidenced by their endorsements on this Deed and said Plat attached hereto and made a part hereof.

Grantors covenant that the Grantors are seized of the Property and has the right to convey this Deed.

This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia.

The Recitals are incorporated into this Deed.

[*Signatures appear on the following page(s)*]

GRANTOR (Owner):

KEY PROPERTY ASSOCIATES, LLC
a Virginia limited liability company

By: AGS Management, LLC,
a Virginia limited liability company
Its Manager

By: _____
Leslie S. Ariail, Member Manager

By: _____
Guy M. Gravett, Member Manager

By: _____
Benjamin M. Smith, Jr.,
Member Manager

By: Peete Brothers Management, LLC,
a Virginia limited liability company
Its Manager

By: _____
Edward C. Peete, Class A Manager

By: _____
David D. Peete, Jr., Class B Manager

[NOTARY ACKNOWLEDGMENTS FOLLOW]

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 13 day of June 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 14 day of June, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Benjamin M. Smith, Jr., Member Manager of AGS Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 28 day of June 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-026
Address: 2112 Columbia Pike, Arlington, Virginia

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 14 day of June, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this 13 day of June, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-026
Address: 2112 Columbia Pike, Arlington, Virginia

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The Temporary Construction Easements herein conveyed are accepted this _____day of _____, 20___ on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on _____, 20_____.

By:_____

Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit:

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____, the _____, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

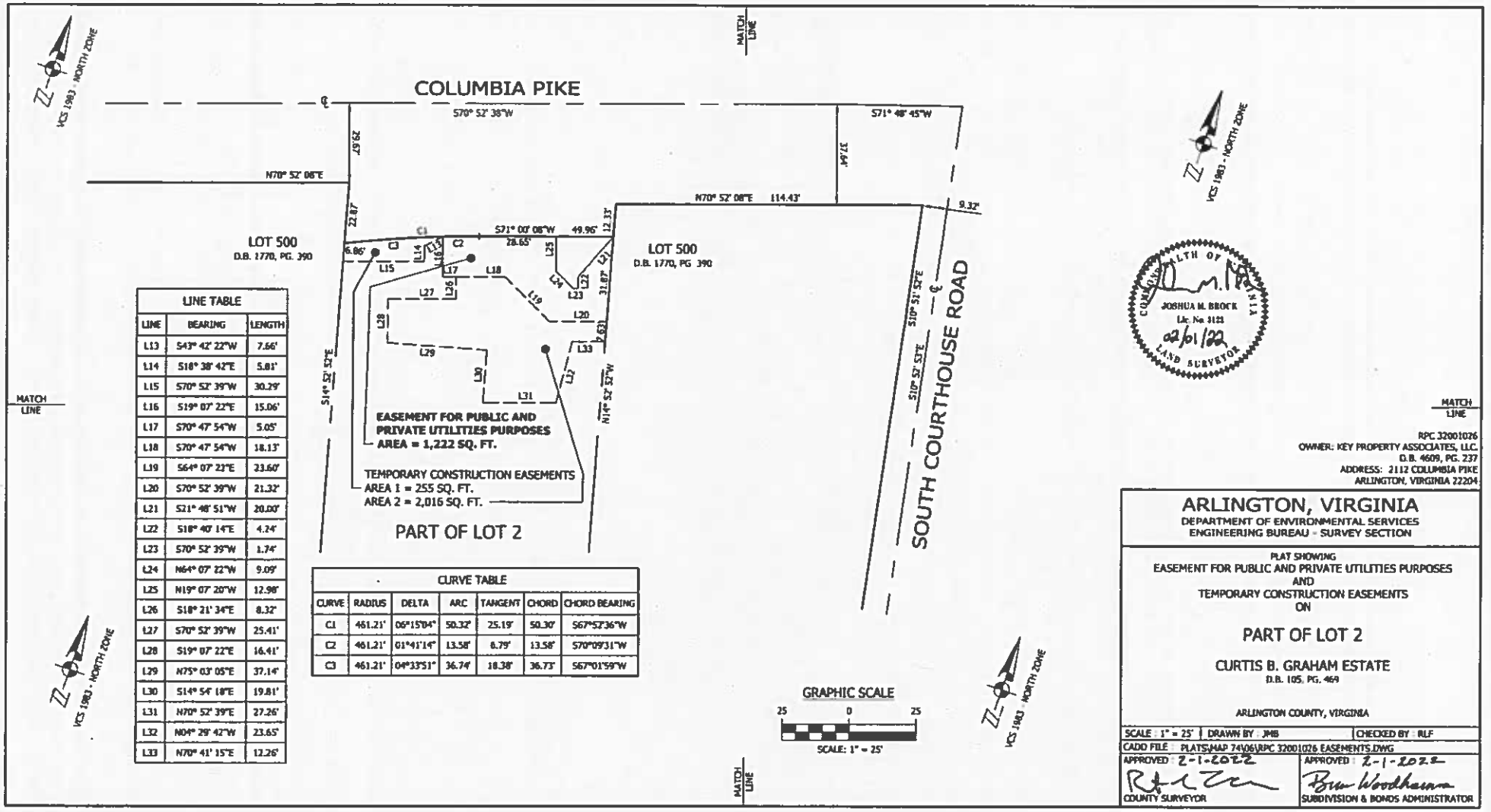
My commission expires:_____

Notary Registration No.:_____

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 32-001-026
Address: 2112 Columbia Pike, Arlington, Virginia



LINE TABLE		
LINE	BEARING	LENGTH
L13	S43° 42' 22"W	7.66'
L14	S18° 38' 42"E	5.81'
L15	S70° 52' 39"W	30.29'
L16	S19° 07' 22"E	15.06'
L17	S70° 47' 54"W	5.05'
L18	S70° 47' 54"W	18.13'
L19	S64° 07' 23"E	23.60'
L20	S70° 52' 39"W	21.32'
L21	S21° 48' 51"W	20.00'
L22	S18° 40' 14"E	4.24'
L23	S70° 52' 39"W	1.74'
L24	N64° 07' 22"W	9.09'
L25	N19° 07' 20"W	12.98'
L26	S18° 21' 34"E	8.32'
L27	S70° 52' 39"W	25.41'
L28	S19° 07' 22"E	16.41'
L29	N75° 03' 05"E	37.14'
L30	S14° 54' 18"E	19.81'
L31	N70° 52' 39"E	27.26'
L32	N04° 29' 42"W	23.65'
L33	N70° 41' 15"E	12.26'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	461.21'	06°15'04"	50.32'	25.19'	50.30'	S67°52'36"W
C2	461.21'	01°41'14"	13.58'	8.79'	13.58'	S70°09'31"W
C3	461.21'	04°33'51"	36.74'	18.38'	36.73'	S67°01'59"W

JOSHUA M. BROCK
Lic. No. 3121
02/01/22
COMMONWEALTH OF VIRGINIA
LAND SURVEYOR

RPC 32001026
OWNER: KEY PROPERTY ASSOCIATES, LLC.
D.B. 4609, PG. 237
ADDRESS: 2112 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON

PART OF LOT 2

CURTIS B. GRAHAM ESTATE
D.B. 105, PG. 469

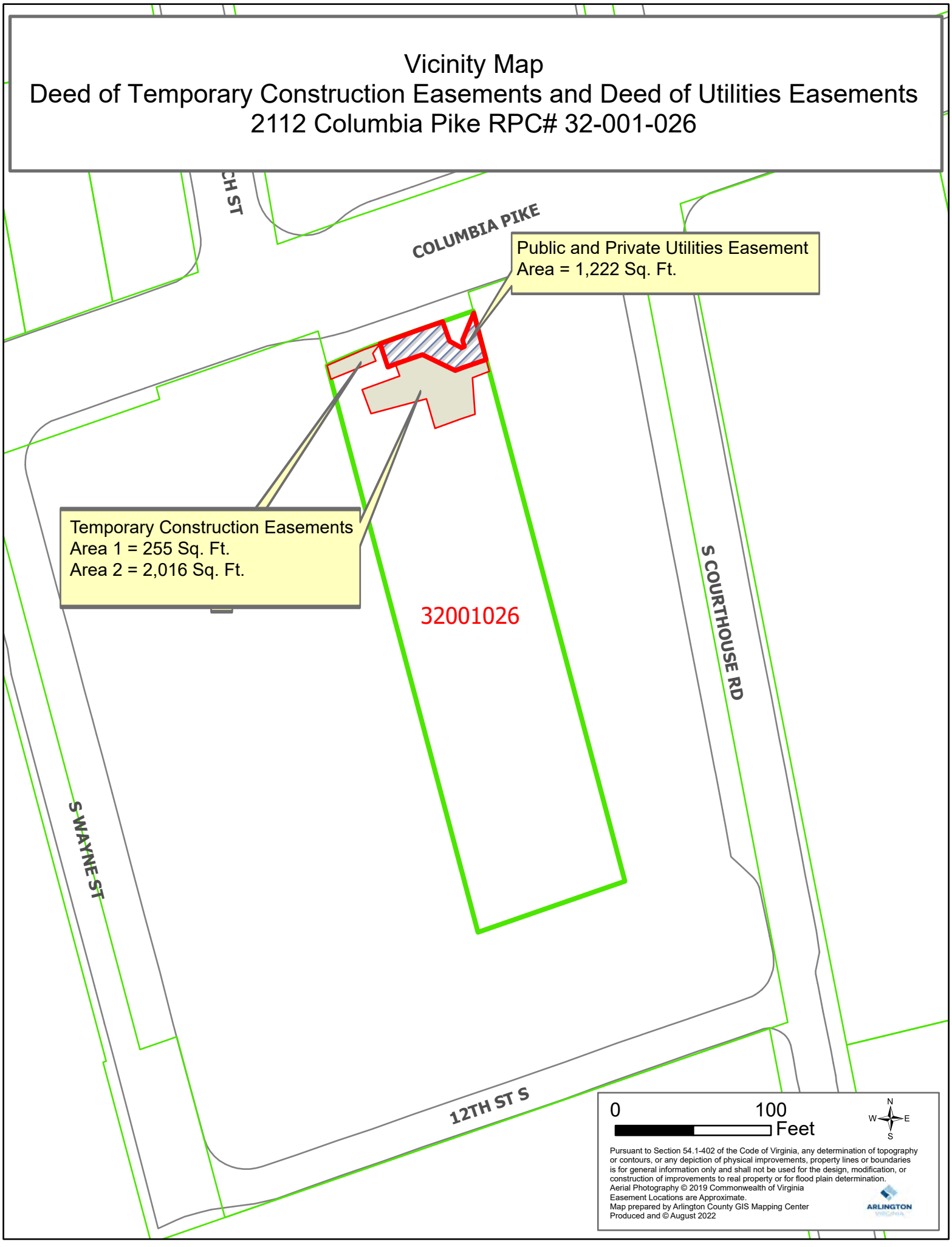
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\06\RPC 32001026 EASEMENTS.DWG		

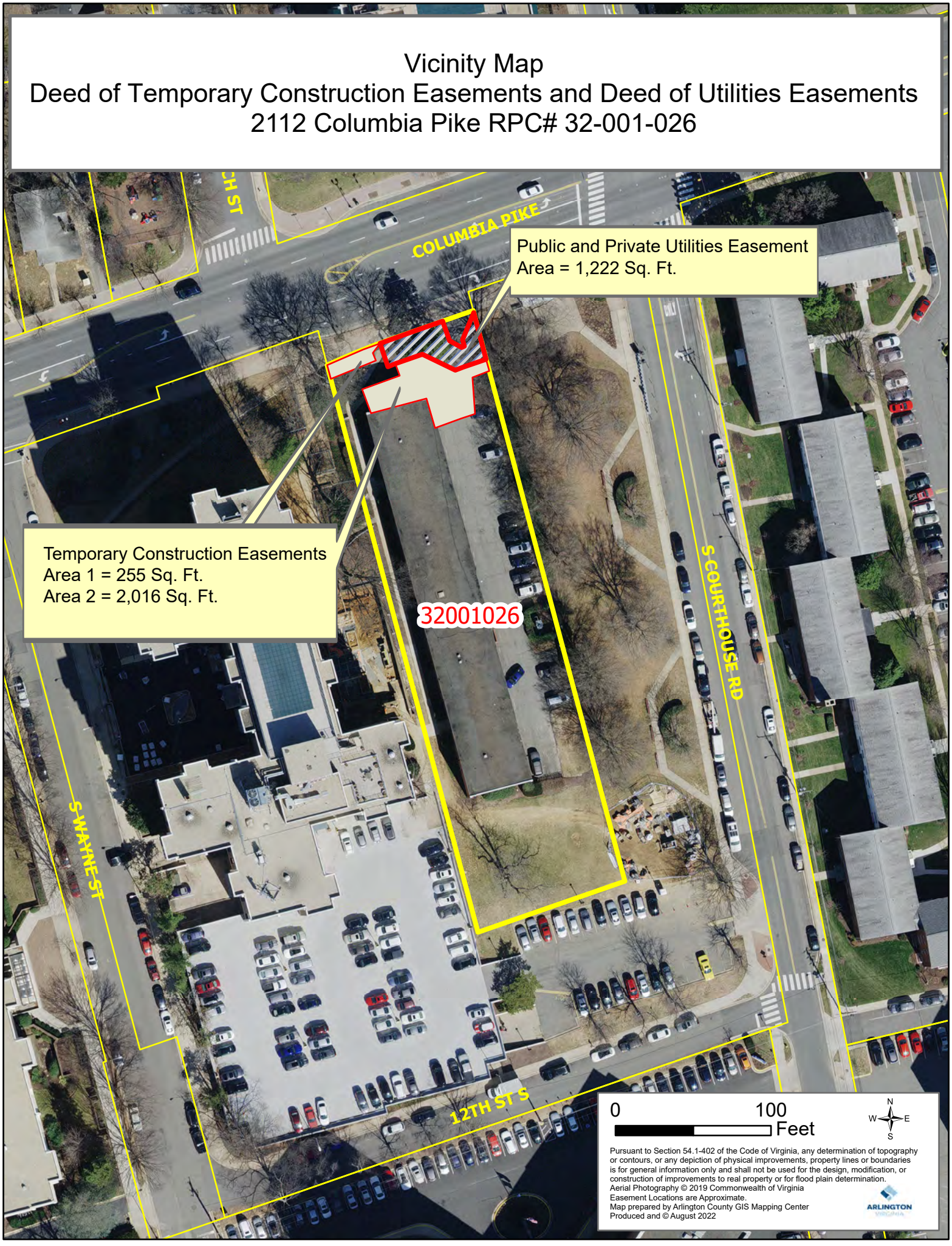
APPROVED : 2-1-2022
COUNTY SURVEYOR

APPROVED : 2-1-2022
SUBDIVISION & BONDS ADMINISTRATOR

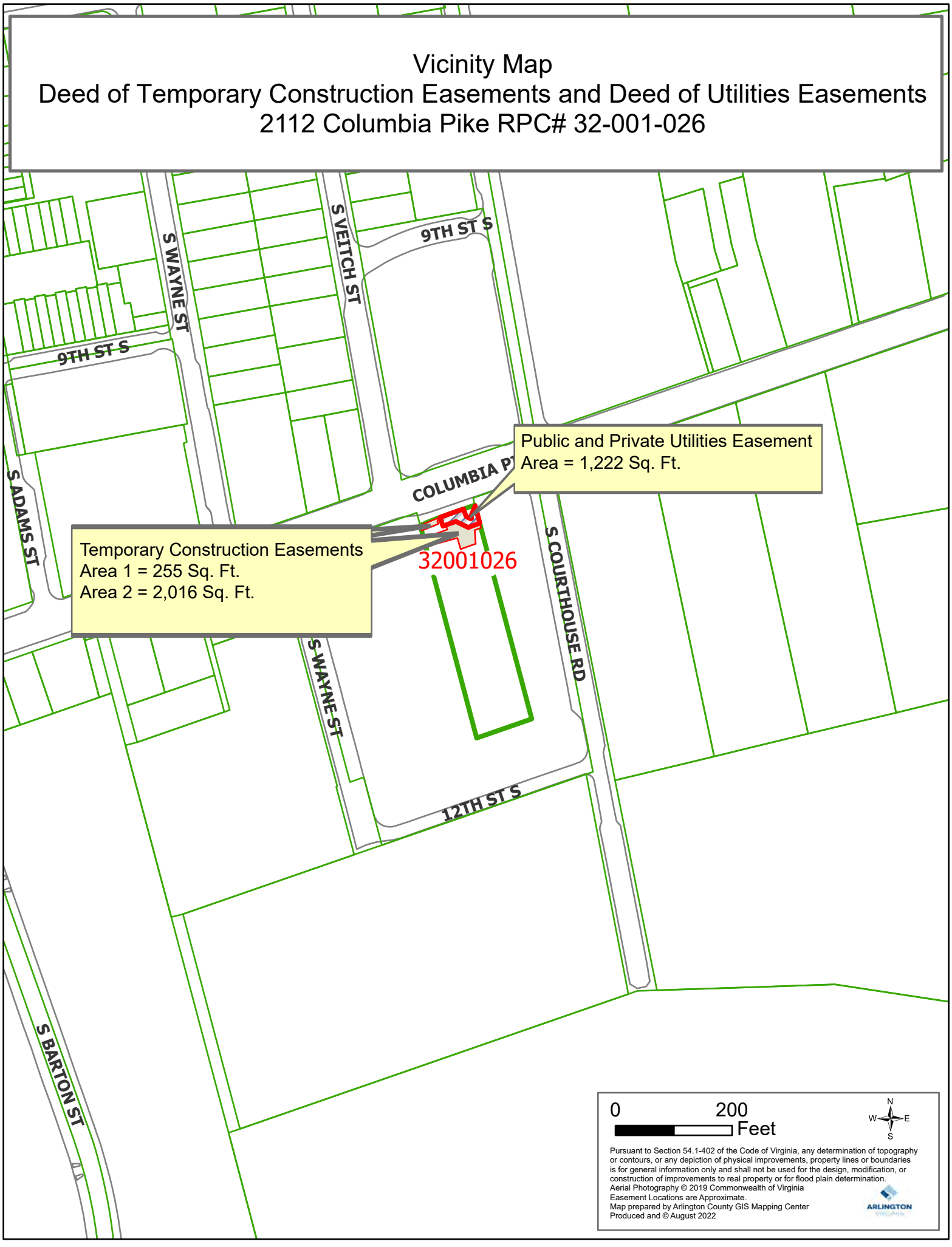
Vicinity Map
Deed of Temporary Construction Easements and Deed of Utilities Easements
2112 Columbia Pike RPC# 32-001-026



Vicinity Map
Deed of Temporary Construction Easements and Deed of Utilities Easements
2112 Columbia Pike RPC# 32-001-026



Vicinity Map
Deed of Temporary Construction Easements and Deed of Utilities Easements
2112 Columbia Pike RPC# 32-001-026



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.
Aerial Photography © 2019 Commonwealth of Virginia
Easement Locations are Approximate.
Map prepared by Arlington County GIS Mapping Center
Produced and © August 2022

ARLINGTON VIRGINIA

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20220100010322
05/25/2022 09:28:20 AM 1/11
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT ("Deed") is made this 24th day of May, 2022, by **COLUMBIA PIKE TEXACO, INC.**, a Virginia Corporation ("Owner"), **BANK OF CLARKE COUNTY,** a Virginia Corporation ("Lender"), and **MICHAEL L. BRYAN** or **LAWRENCE M. SCHONBERGER** ("Trustee," either of whom may act), collectively as **"Grantor,"** and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("County"), a body corporate and politic, as **"Grantee"** (the entities comprising Grantor and Grantee, together, the "Parties").

WITNESS:

R-1. WHEREAS, by virtue of a Special Warranty Deed recorded in Deed Book 2836 at Page 1502 among the land records of Arlington County, Virginia ("Land Records"), the Grantor is the owner of certain real property, situate and located in Arlington County, Virginia, known as Pentagon Texaco and more particularly described in Attachment A (the "Property").

R-2. WHEREAS, Michael M. Bryan or Lawrence M. Schonberger, either of whom may act, is the Trustee, and Bank of Clarke County is the Lender under a Deed of Trust recorded among the Land Records as Instrument Number 20190100002665 to secure an indebtedness owed by Columbia Pike Texaco, Inc. to Bank of Clarke County.

R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee and Lender, as evidenced by their signatures hereon, to dedicate, grant and convey unto the County the following: (1) Easement for Public Sidewalk, Utilities, and Drainage Purposes Area = 1,002 SQ. FT.; (2) Temporary Construction Easement Area 1 = 333 SQ. FT.; (3) Temporary Construction Easement Area 2 = 181 SQ. FT.; all as hereinafter set forth, described and shown on a plat entitled **"Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Temporary Construction Easements on Part Lot 5 Curtis Graham Estate D.B. 105, PG. 469 Arlington County, Virginia"** dated April 27, 2021, approved by the Arlington County Department

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001032
Address: 2300 Columbia Pike, Arlington, Virginia V1

10+1 plat

of Environmental Services Division of Transportation, Subdivision and Bonds Administrator on April 27, 2021 (the "Plat"), and attached hereto and made a part hereof.

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES

THIS DEED WITNESSETH, in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, and Drainage Purposes over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities, and Drainage Purposes Area = 1,002 SQ. FT." in the location and dimensions shown on the Plat (the "Public Sidewalk, Utilities, and Drainage Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, public and private utilities, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Public Sidewalk, Utilities, and Drainage Easement, and for such other purposes as are incidental and related thereto. The aforesaid Easement is subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the said Public Sidewalk, Utilities, and Drainage Easement area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including the right of access across the Property to and from the Easement area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use the adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building, structure, or facility of a permanent nature on such adjoining land. The County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.

2. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Public Sidewalk, Utilities, and Drainage Easement area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Public Sidewalk, Utilities, and Drainage Easement area.

3. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Public Sidewalk, Utilities, and Drainage Easement area for the purposes named.

4. The Grantor covenants that Grantor is seized of and has the right to convey said Public Sidewalk, Utilities and Drainage Easement, and that Grantor shall make no use of the easement area which is inconsistent with the easement right hereby granted.

TEMPORARY CONSTRUCTION EASEMENT AND CONSTRUCTION AGREEMENT

THE DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convene unto the Grantee, its successors and assigns, Temporary Construction Easements designated on the Plat as "Temporary Construction Easement Area 1 = 333 SQ. FT." and "Temporary Construction Easement Area 2 = 181 SQ. FT.," in the locations and dimensions shown on the Plat (jointly, the "Temporary Construction Easements") over, under, across, and through the Property for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, location, addition, alteration, replacement, expansion, relocation, removal and repair of public streets, curb and gutter, sidewalks, public and private utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the Temporary Construction Easement Areas. The Temporary Construction Easements are subject to the following terms and conditions:

1. The County and its agents and assigns shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements and the right to use adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining lands. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property. Further,

the County shall repair or restore any damage to landscaping or improvements on the Property, including adjoining land.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easement areas being conveyed, deemed by it to interfere with the proper and efficient construction of the Facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises and any adjoining land used by the County to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns.

3. The Grantor reserves the right to make any use of the Temporary Construction Easements that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.

4. Grantor covenants that Grantor is seized of and has the right to convey the Temporary Construction Easements, and that Grantor shall make no use of the Temporary Construction Easement areas which is inconsistent with the Temporary Construction Easements and the associated rights hereby conveyed.

5. The Temporary Construction Easements conveyed by this document shall commence upon the date of acceptance of this Deed by the Grantee and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee.

SUBORDINATION

FURTHER WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee, as authorized to act by the Lender on the Deed of Trust, as evidenced by their signatures affixed hereto, do hereby consent to and subordinate the lien of the Deed of Trust to the Sidewalk, Utilities, and Drainage Easement and the Temporary Construction Easements granted herein and as shown on the Plat.

It is expressly understood that the subordination of the lien of the Deed of Trust to the Sidewalk, Utilities, and Drainage Easement and the Temporary Construction Easement granted herein shall not otherwise affect the lien of the Deed of Trust, which remains in full force and effect.

COVENANTS REAL

The Grantor, with the consent and approval of the Lender and the Trustee, declares that the agreements and covenants stated in this Deed are not covenants personal to the Grantor, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantor, and with the Lender and Trustee executing solely in their consent capacity, as holder of a security interest in the Property, and in accordance with the statutes of Virginia and the ordinances in force in Arlington County, and is approved by the proper authorities as is evidenced by their endorsements on this Deed and said Plat attached hereto and made a part hereof.

Grantor, with the consent and approval of the Lender and the Trustee, as evidenced by their signatures affixed hereto, covenants that the Grantor is seized of the Property and has the right to convey this Deed.

This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to, or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

The recitals are incorporated into this Deed.

WITNESS the following signature(s):

[Signatures appear on the following page(s)]

GRANTOR:

COLUMBIA PIKE TEXACO, INC.,
a Virginia Corporation

By: _____
Name: Fadi Zakaria
Title: owner

State: Virginia
County: Alexandria

The foregoing instrument was acknowledged before me on this 05 day of August, 2021, by Fadi Zakaria, who is the Owner of **Columbia Pike Texaco, Inc.**, a Virginia Corporation, Grantor.

Notary Public: Douglas H. Jennings
My Commission expires: 31MAY2025
My Registration No.: 7740617

DOUGLAS H. JENNINGS
Notary Public
Registration #7740617
Commonwealth of Virginia
My Commission Exps May 31, 2025

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001032
Address: 2300 Columbia Pike, Arlington, Virginia

LENDER:

BANK OF CLARKE COUNTRY,
a Virginia Corporation

By: _____

Its: EVP

State: Virginia
city ~~County:~~ Winchester

The foregoing instrument was acknowledged before me on this 31st day of January, 2023 by James George who is the EVP of the **Bank of Clarke County**, a Virgnia Corporation, Lender.

Notary Public: Tami Cunningham Light
My Commission expires: 5-31-2025
My Registration No.: 7574479

TAMI CUNNINGHAM LIGHT
NOTARY PUBLIC
MY COMMISSION NUMBER 7574479
COMMONWEALTH OF VIRGINIA

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001032
Address: 2300 Columbia Pike, Arlington, Virginia

VI

BANK OF CLARKE COUNTY
TRUSTEE:

Name: _____
MICHAEL L. BRYAN,
TRUSTEE

State: Virginia
~~County:~~ City of Winchester

The foregoing instrument was acknowledged before me on this 24th day of February 2022, by **Michael L. Bryan**, Bank of Clarke County Trustee.

Notary Public: _____
My Commission expires: 7/31/22
My Registration No.: 138448

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001032
Address: 2300 Columbia Pike, Arlington, Virginia

BANK OF CLARKE COUNTY
TRUSTEE:

Name: Lawrence M. Schonberger, Trustee
LAWRENCE M.
SCHONBERGER, TRUSTEE

State: Virginia
County: Loudoun

The foregoing instrument was acknowledged before me on this 31st day of January, 2022, by **Lawrence M. Schonberger**, Bank of Clarke County Trustee.

Notary Public: Jennifer M. Walsh
My Commission expires: 4/30/2022
My Registration No.: 152602

JENNIFER M. WALSH NOTARY PUBLIC MY COMMISSION NUMBER 152602 COMMONWEALTH OF VIRGINIA

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001032
Address: 2300 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 24th day of May, 2022, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on April 23, 2022.

By: Uri Arkin
Name: **Uri Arkin**
Title: **Real Estate Bureau Chief**

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Uri Arkin, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 24th day of May, 2022.

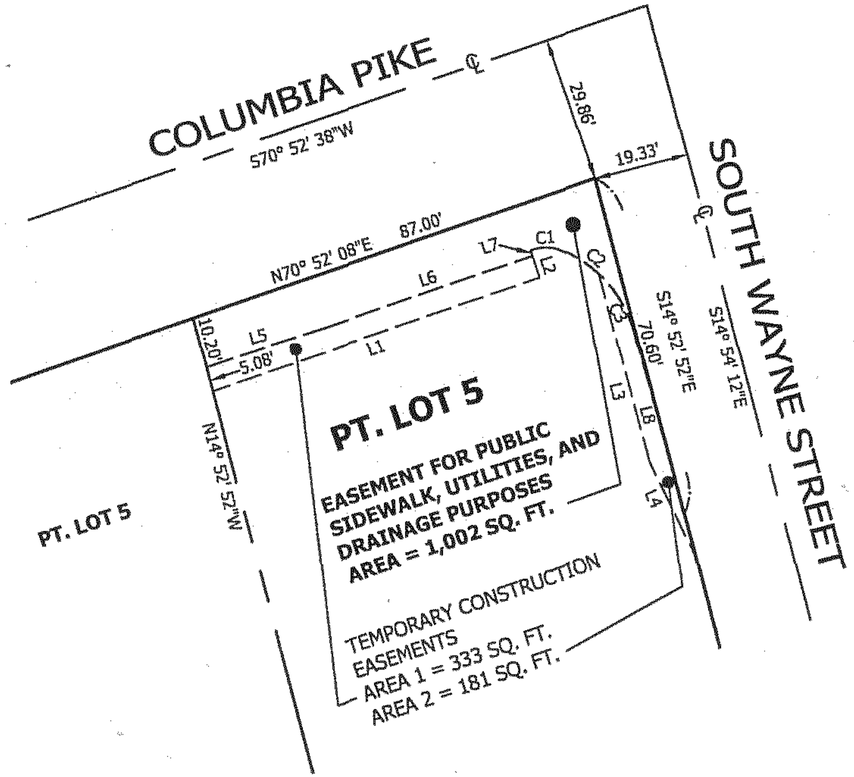
Notary Public: Jennifer Butler
My Commission expires: 9/30/22
My Registration No.: 7607764

Jennifer Butler
Notary Public
Commonwealth of Virginia
My Commission Expires September 30, 2022
Commission ID# 7607764

APPROVED AS TO FORM:

COUNTY ATTORNEY

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001032
Address: 2300 Columbia Pike, Arlington, Virginia



MATCH LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N70° 52' 39"E	70.85'
L2	S18° 59' 37"E	4.62'
L3	S15° 05' 27"E	39.63'
L4	S25° 53' 42"E	21.34'
L5	N71° 49' 59"E	26.76'
L6	N70° 52' 39"E	43.73'
L7	N18° 59' 37"W	1.16'
L8	S15° 20' 48"E	38.39'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	8.00'	44°20'51"	6.19'	3.26'	6.04'	S88°49'49"W
C2	25.00'	53°38'57"	23.41'	12.64'	22.56'	N42°10'16"W
C3	25.00'	32°01'07"	13.97'	7.17'	13.79'	N31°21'21"W

RPC 32001032
OWNERS: COLUMBIA PIKE TEXACO, INC.
D.B. 2836, PG. 1502
ADDRESS: 2300 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

VCS 1983 - NORTH ZONE

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
04/21/21
LAND SURVEYOR

GRAPHIC SCALE
25 0 25
SCALE: 1" = 25'

VCS 1983 - NORTH ZONE

MATCH LINE

ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES,
AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON
PART LOT 5
CURTIS GRAHAM ESTATE
D.B. 105, PG. 469

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\06\RPC 32001032 EASEMENTS.DWG		

APPROVED : 4-27-2021	APPROVED : 4-27-2021
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20210100018524
05/20/2021 02:07:23 PM 1/8
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT ("Deed") is made this 12th day of May, 2021, by **GD, LLC,** a Virginia limited liability company ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); **UNION SERVICE CORPORATION, Trustee** (the "Trustee"); and **ATLANTIC UNION BANK**, Lender (the "Beneficiary").

RECITALS:

WHEREAS, Grantor is the owner of the Property, hereinafter defined, by virtue of a Deed dated July 22, 2019 and recorded July 24, 2019 as Instrument No. 20190100013125 among the Arlington County land records ("Land Records");

WHEREAS, by Credit Line Deed of Trust dated July 22, 2019 and recorded on July 24, 2019 as Instrument No. 20190100013126 among the Land Records, Grantor conveyed in trust to Union Service Corporation, Trustee, to secure Atlantic Union Bank, Lender, in the amount of $1,687,500.

WHEREAS, Grantors, desire to dedicate to the Grantee a permanent easement for public sidewalk, utilities, and drainage purposes on a portion of the Property;

WHEREAS, the Trustees and the Beneficiary join herein for the sole purpose of subordinating the lien of the Deed of Trust to this Deed.

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of one dollar ($1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities, and drainage purposes (the "Easement") over, under, upon and across **One hundred eighty-six (186)** square feet of land (the "Easement Area") situated in Arlington

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001033
Address: 2310 Columbia Pike, Arlington, Virginia

(8)

County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **"Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes and Temporary Construction Easements on Part Lot 5, Curtis Graham Estate, D.B. 105, Pg. 472, Arlington County, Virginia"**, which plat is dated September 21, 2020 and approved by the Arlington County Acting Subdivision and Bonds Administrator on September 23, 2020 (the "Plat"), said Easement Area being a portion of the same property acquired by the Grantor by deed dated **July 22, 2019,** recorded in the Land Records of the Arlington County Circuit Court as Instrument No. 20190100013125, and more particularly described therein as:

> **BEGINNING at a point in the south line of Columbia Pike, the said point of beginning S. 76° 14' W. 87.00 ft. from the point of intersection of the west line of South Wayne Street with south line of Columbia Pike; thence S. 9° 31' E. 100.00 ft. to a point; thence parallel with the south line of Columbia Pike S. 76° 14' W. 60.86 ft. to a point in the east line of a 10 foot alley; thence with the east line of said alley N. 9° 31' W. 100.00 ft. to a point in the south line of said Pike; thence with the south line of said Pike N. 76° 14' E. 60.80 ft. to the point of beginning** (the "Property").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area of the Easement hereby conveyed.

Grantee shall have the right to use the Easement Area for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, utilities, and drainage purposes facilities, including accessories and appurtenances thereto, upon and within said Easement Area, and for such other purposes as are incidental and related thereto.

Grantee and its agents shall have full and free use of the Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including the right of access across the Property to and from the Easement Area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, repair, reconstruction, relocation, replacement and/or removal, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.

Grantor covenants that Grantor is seized of and has the right to convey the Easement, and that Grantor shall make no use of the Easement Area which is inconsistent with the Easement and associated rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as

nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) replace with new nursery stock, at the sole option of Grantee), all existing trees within or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of the public facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

Grantor acknowledges that the plans for the Project have been fully explained and made available to the Grantor for its review.

WITNESS the following signature(s):

[*Signatures appear on the following page(s)*]

GRANTOR:

GD, LLC,
A Virginia limited liability company

By: M L DeFoor
Name: MARITZA G. DEFOOR
its: Sole Member/Manager

State: VIRGINIA
County: ARLINGTON

The foregoing instrument was acknowledged before me on this 12th day of NOVEMBER, 2020, by MARITZA G DEFOOR as OWNER of **GD, LLC**, a Virginia limited liability company, Grantor.

Notary Public: A El Bachiri
My Commission expires: 08/31/2022
My Registration No.: 7597619

AAHD EL BACHIRI
NOTARY PUBLIC
REG. #7597619
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUGUST 31, 2022

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001033
Address: 2310 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 5th day of May, 2021, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on April 17, 2021.

By: _____
Name: Timothy D. O'Hara
Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Tim O'Hara, as Acting Real Estate Bureau Chief on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 5th day of May, 2021.

Notary Public: _____
My Commission expires: 6/30/2022
My Registration No.: 7618158

Jessica Rae Perkins
Notary Public
Commonwealth of Virginia
My Commission Expires June 30, 2022
Commission ID# 7618158

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001033
Address: 2310 Columbia Pike, Arlington, Virginia

SUBORDINATION OF LIEN OF THE DEED OF TRUST

The Trustee, as evidenced by its signature hereto, does hereby consent to and subordinate the lien of the Deed of Trust to the Easement granted herein and as shown on the Plat. It is expressly understood that the subordination of the lien of the Deed of Trust to the Easement granted herein shall not otherwise affect the lien of the Deed of Trust, which remains in full force and effect.

TRUSTEE(S):

UNION SERVICE CORPORATION, TRUSTEE

By: _____
Name: Diane L Weaver
Its: SVP-CRE Team Lead

State: Virginia
County: Loudoun

The foregoing instrument was acknowledged before me on this 17 day of February, 2021, by Diane Weaver as SVP of **Union Service Corporation, Trustee**.

Notary Public: Jona R. Payne
My Commission expires: May 31, 2023
My Registration No.: 7058750

JONA R. PAYNE
Notary Public
Commonwealth of Virginia
7058750
My Commission Expires 05/31/2023

BENEFICIARY:

ATLANTIC UNION BANK

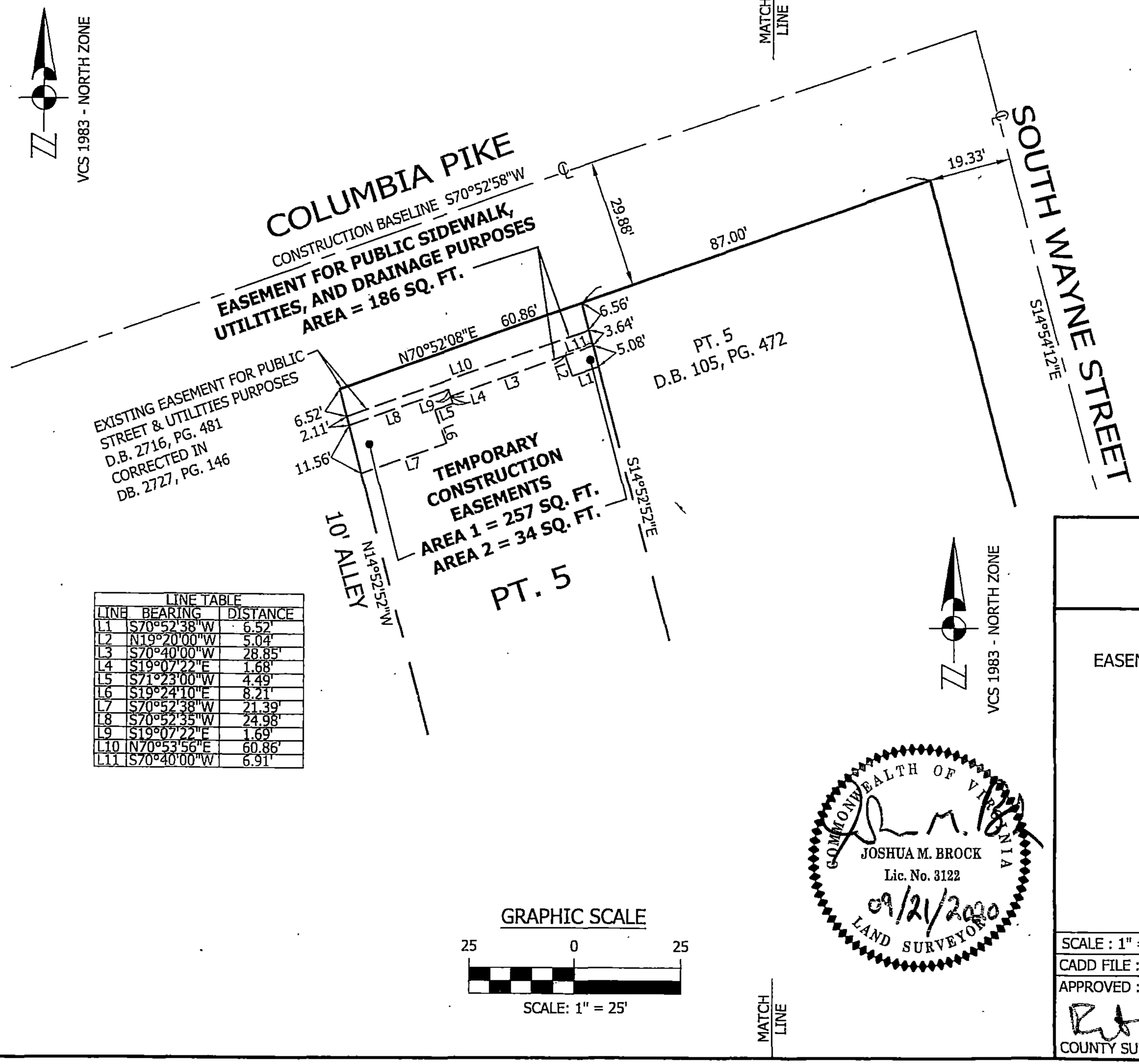
BY: _____
NAME: Diane E. Weaver
TITLE: SVP - CRE Loan Lead
DATE: _____

State: Virginia
County: Loudoun

The foregoing instrument was acknowledged before me on this 17 day of February 2021, by Diane Weaver, as SVP of **Atlantic Union Bank**, on behalf of said bank.

Notary Public: Jona R. Payne
My Commission expires: May 31, 2023
My Registration No.: 7058750

JONA R. PAYNE
Notary Public
Commonwealth of Virginia
7058750
My Commission Expires 05/31/2023



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S70°52'38"W	6.52'
L2	N19°20'00"W	5.04'
L3	S70°40'00"W	28.85'
L4	S19°07'22"E	1.68'
L5	S71°23'00"W	4.49'
L6	S19°24'10"E	8.21'
L7	S70°52'38"W	21.39'
L8	S70°52'35"W	24.98'
L9	S19°07'22"E	1.69'
L10	N70°53'56"E	60.86'
L11	S70°40'00"W	6.91'

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
9/21/2020
LAND SURVEYOR

RPC 32001033
OWNERS: GD, LLC
INSTRUMENT #20190100013125
ADDRESS: 2310 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON
PART LOT 5
CURTIS GRAHAM ESTATE
D.B. 105, PG. 472

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\06\RPC 32001033 EASEMENTS.DWG		

APPROVED : 9-23-2020
COUNTY SURVEYOR

APPROVED : 9-23-2020
SUBDIVISION & BONDS ADMINISTRATOR
ACTING

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20210100018511
05/20/2021 01:25:04 PM 1/8
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this 12th day of May, 2021, by **GD, LLC,** a Virginia limited liability company ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); **UNION SERVICE CORPORATION, Trustee** (the "Trustee"); and **ATLANTIC UNION BANK**, Lender (the "Beneficiary").

RECITALS:

WHEREAS, Grantor is the owner of the Property, hereinafter defined, by virtue of a Deed dated July 22, 2019 and recorded July 24, 2019 as Instrument No. 20190100013125 among the Arlington County land records ("Land Records");

WHEREAS, by Credit Line Deed of Trust dated July 22, 2019 and recorded on July 24, 2019 as Instrument No. 20190100013126 among the Land Records, Grantor conveyed in trust to Union Service Corporation, Trustee, to secure Atlantic Union Bank, Lender, in the amount of $1,687,500.

WHEREAS, Grantor, desires to dedicate to the Grantee temporary easements for construction of public sidewalk, utilities and drainage facilities on portions of the Property;

WHEREAS, the Trustees and the Beneficiary join herein for the sole purpose of subordinating the lien of the Deed of Trust to this Deed.

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of one dollar ($1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee temporary easements for the use, as described herein (the "Temporary Easements"), of portions of Grantor's property, more specifically

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001033
Address: 2310 Columbia Pike, Arlington, VA

(8)

described as two areas of real estate, (i) one area containing approximately **two hundred fifty seven (257)** square feet of land and (ii) another area containing approximately **thirty four (34)** square feet of land, for a combined total of approximately **two hundred ninety one (291)** square feet of land (the "Temporary Easement Areas") situated in Arlington County, Virginia, as shown on the plans attached hereto and made a part hereof, entitled **"Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes and Temporary Construction Easements on Part Lot 5, Curtis Graham Estate, D.B. 105, Pg. 472, Arlington County, Virginia"**, which plat is dated September 21, 2020 and approved by the Arlington County Acting Subdivision and Bonds Administrator on September 23, 2020 (the "Plat"), said Temporary Easement Areas being portions of the property acquired by the Grantor by deed dated **July 22, 2019,** recorded in the Land Records of the Arlington County Circuit Court as Instrument No. 20190100013125, and more particularly described as:

BEGINNING at a point in the south line of Columbia Pike, the said point of beginning S. 76° 14' W. 87.00 ft. from the point of intersection of the west line of South Wayne Street with south line of Columbia Pike; thence S. 9° 31' E. 100.00 ft. to a point; thence parallel with the south line of Columbia Pike S. 76° 14' W. 60.86 ft. to a point in the east line of a 10 foot alley; thence with the east line of said alley N. 9° 31' W. 100.00 ft. to a point in the south line of said Pike; thence with the south line of said Pike N. 76° 14' E. 60.80 ft. to the point of beginning (the "Property").

Reference is hereby made to the Plans attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Areas of the Temporary Easements hereby conveyed.

Grantee shall have the right to use the Temporary Easement Areas for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, utilities and drainage facilities, including accessories and appurtenances thereto, within or adjacent to the Temporary Easement Areas, as shown on the Plat, and for such other purposes as are incidental and related thereto.

Grantee and its agents shall have full and free use of the Temporary Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easements, including the right of access across the Property to and from the Temporary Easement Areas.

Grantor covenants that Grantor is seized of and has the right to convey the Temporary Easements, and that Grantor shall make no use of the Temporary Easement Areas which is inconsistent with the Temporary Easements and the associated rights hereby conveyed.

The Temporary Easements conveyed by this document shall commence upon the date (the "Commencement Date") specified in a written notice delivered by Grantee to

Grantor at the Property address or the Grantor's address listed in the Arlington County tax records, if such address is different than the Property address, at least ten (10) days prior to the commencement of any work on the Property, and shall expire upon the earlier to occur of (i) one year after the Commencement Date, or (ii) completion of construction work on the Property.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the public sidewalk, utilities and drainage facilities within or adjacent to the Temporary Easement Areas, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area within or adjacent to the Temporary Easement Areas as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas on or adjacent to the Temporary Easement Areas; (3) replace with nursery stock, all damaged or destroyed trees within or adjacent to the Temporary Easement Areas; and (4) guarantee replaced trees for one year against damage from the date they are replaced.

This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[Signatures appear on the following page(s)]

GRANTOR:

GD, LLC,
A Virginia limited liability company

By: M L DeFoor
Name: MARITZA G. DEFOOR
Its: Sole Member / Manager

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 17th day of NOVEMBER, 2020 by MARITZA G DEFOOR as OWNER of **GD, LLC,** Grantor.

Notary Public: A. EL BACHIRI
My Commission Expires: 08/31/2022
My Registration No.: 7597619

AAHD EL BACHIRI
NOTARY PUBLIC
REG. #7597619
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUGUST 31, 2022

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001033
Address: 2310 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ACCEPTED this 14th day of May, 2021, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726 B.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Mark S Schwartz, as County Manager on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 14th day of May, 2021

Notary Public: _____
My Commission expires: 1/31/2023
My Registration No.: 148905

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

LYNNE T. PORFIRI
NOTARY PUBLIC
REG. #148905
MY COMMISSION EXPIRES
01/31/2023
COMMONWEALTH OF VIRGINIA

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32001033
Address: 2310 Columbia Pike, Arlington, VA

SUBORDINATION OF LIEN OF THE DEED OF TRUST

The Trustee, as evidenced by its signature hereto, does hereby consent to and subordinate the lien of the Deed of Trust to the Temporary Easements granted herein and as shown on the Plat. It is expressly understood that the subordination of the lien of the Deed of Trust to the Temporary Easements granted herein shall not otherwise affect the lien of the Deed of Trust, which remains in full force and effect.

TRUSTEE(S):

UNION SERVICE CORPORATION, TRUSTEE

By: _____
Name: Diane E Weaver
Its: SVP - CRE Team Lead

State: Virginia
County: Loudoun

The foregoing instrument was acknowledged before me on this 17 day of February, 2021, by Diane Weaver as SVP of **Union Service Corporation, Trustee.**

Notary Public: Jona R Payne
My Commission expires: May 31, 2023
My Registration No.: 7058750

JONA R. PAYNE
Notary Public
Commonwealth of Vi...
7058750
My Commission Expires ...

BENEFICIARY:

ATLANTIC UNION BANK

BY: _____
NAME: Diane Weaver
TITLE: SVP-CRE Loan Ops
DATE: _____

State: Virginia
County: Loudoun

The foregoing instrument was acknowledged before me on this 17 day of February, 2021, by Diane Weaver, as SVP of **Atlantic Union Bank**, on behalf of said bank.

Notary Public: Jona R Payne
My Commission expires: May 31, 2023
My Registration No.: 7058750

JONA R. PAYNE
Notary Public
Commonwealth of Virginia
7058750
My Commission Expires 05/31/2023

VCS 1983 - NORTH ZONE

MATCH LINE

COLUMBIA PIKE

CONSTRUCTION BASELINE S70°52'58"W

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
AREA = 186 SQ. FT.

29.88'

87.00'

19.33'

SOUTH WAYNE STREET

S14°54'12"E

N70°52'08"E 60.86'

L10

L11

6.56'
3.64'
5.08'

PT. 5
D.B. 105, PG. 472

EXISTING EASEMENT FOR PUBLIC STREET & UTILITIES PURPOSES
D.B. 2716, PG. 481
CORRECTED IN
DB. 2727, PG. 146

6.52'
2.11'
11.56'

L8 L9 L5 L4 L3 L6 L7 L1

TEMPORARY CONSTRUCTION EASEMENTS
AREA 1 = 257 SQ. FT.
AREA 2 = 34 SQ. FT.

S14°52'52"E

10' ALLEY

N14°52'52"W

PT. 5

RPC 32001033
OWNERS: GD, LLC
INSTRUMENT #20190100013125
ADDRESS: 2310 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

LINE TABLE		
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GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

VCS 1983 - NORTH ZONE

MATCH LINE

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
9/21/2020
LAND SURVEYOR

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON
PART LOT 5
CURTIS GRAHAM ESTATE
D.B. 105, PG. 472

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF

CADD FILE : PLATS\MAP 74\06\RPC 32001033 EASEMENTS.DWG

APPROVED : 9-23-2020	APPROVED : 9-23-2020
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR (ACTING)

20200100014586
06/25/2020 10:57:04 AM 1/17
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$61.00

7+1C 4

Prepared by:
H. Mark Goetzman, Esq.
Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201
VA Bar #29172

RPC #'s: 32-001-035, 32-001-037, 32-001-038, 32-001-039, 32-001-040, and 32-001-051

DEED OF EASEMENT

This Deed of Easement ("Deed") is made and entered into this 17 day of June, 2020, by and among **FOUR MILE RUN ASSOCIATES, L.C.,** a Virginia limited liability company, Grantor (also called "Four Mile Run"); **BENJAMIN M. SMITH, JR.**, and **DAVID C. CANFIELD**, Trustees of the Testamentary Trust of Benjamin M. Smith, each a Grantor (together, also called "Smith Trustee,"); **2338 COLUMBIA PIKE ASSOCIATES, LLC,** a Virginia limited liability company, Grantor (also called "Columbia Pike Associates," and collectively with Four Mile Run and Smith Trustee, "Owner"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA,** a body corporate and politic, Grantee (also called the "County" or "County Board").

RECITALS

WHEREAS, Columbia Pike Associates acquired certain property, located in Arlington County, Virginia, described as RPC #32001037 in Deed Book 4609 at page 242 (the "Columbia Pike Associates Property"), among the land records of Arlington County, Virginia (the "Land Records"); and

WHEREAS, by Order of Appointment of Trustee, Fiduciary No. 11102, CL15001892-00, entered by the Circuit Court of Arlington County, Virginia on September 25, 2015, David Canfield was appointed Co-Trustee of the Testamentary Trust of

17 + 1 PLAT

Benjamin M. Smith, to serve along with Benjamin M. Smith, Jr. (jointly, "Smith Trustee"); and

WHEREAS, the Smith Trustee acquired certain properties, located in Arlington County, Virginia, described as RPC #32001038 in Deed Book 180 at page 8, Deed Book 837 at page 176 and in WB 84 at page 86, RPC #32001039 in Deed Book 526 at page 158 and in WB 84 at page 86, RPC #32001040 in Deed Book 243 at page 585, in WB 43 at page 51 and in WB 84 at page 86 and RPC #32001051 in Deed Book 2249 at page 1613 (collectively, the "Smith Trustee Property"), among the Land Records; and

WHEREAS, Four Mile Run acquired certain properties, located in Arlington County, Virginia, described as RPC #32001035 in Deed Book 2959 at page 857 (the "Four Mile Run Property," and collectively with the Columbia Pike Associates Property and the Smith Trustee Property, the "Property"), among the Land Records; and

WHEREAS, at a regular meeting on June 18, 2016, the County Board of Arlington County, Virginia approved "U-3436-16-1 Use Permit for the development of 105 multi-family dwelling units and retail uses, ranging from approximately 14,562 to 14,736 square feet, with preservation of existing building facades and modifications for finished floor elevation for ground floor retail, siting specifications, cornice requirements, maximum window sizes and exterior door materials for property located at 2400 Columbia Pike (Rappahannock Coffee)(RPC# 32-001-035, -037, -038, -039, -040, -051 and -056, and northwest portion of 32-023-371)" (the "Use Permit"); and

WHEREAS, at a regular meeting on April 25, 2020, the County Board of Arlington County, Virginia approved an amendment to the Use Permit ("Amended Use Permit") to extend the term of the Use Permit, subject to all previously approved conditions, with

updates to several conditions to create consistency with current Columbia Pike Form Based Code standard language for conditions (collectively, the Use Permit and the Amended Use Permit hereinafter, "Use Permit"); and

WHEREAS, the Use Permit contains several conditions, including Condition Number 55, in which the developer agreed to grant certain permanent easements to the County Board of Arlington County for public sidewalk, utilities, and transit stop purposes; and

WHEREAS, it is the desire of the Owner to create, grant and convey unto the County, easements for public sidewalk, utilities, and transit stop purposes all as hereinafter set forth, described and shown on a plat entitled "Plat Showing Various Easements on Part Lot 5 Curtis B. Graham Estate Deed Book 105, Page 469 Parts Original Property of M. and Eva Ehrhardt Deed Book 180, Page 8 Part Original Property of William and Blanche Hall Deed Book 243, Page 284 Part Parcel A Arlington Village Deed Book 454, Page 14 Original Property of Henry and Sayde Coe Deed Book 526, Page 158 Arlington County, Virginia," prepared by Walter L. Phillips Incorporated, dated May 6, 2020, last revised June 15, 2020 and approved by the Acting Subdivision and Bonds Administrator, Arlington County Department of Environmental Services, Division of Transportation, on June 17, 2020, attached hereto and made a part hereof (the "Plat").

PUBLIC SIDEWALK AND UTILITIES EASEMENTS

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, easements for public sidewalk and utilities purposes (the "Public Sidewalk and Utilities Easements")

over, under, across and through the Property, in the locations and dimensions shown on the Plat and described as "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 3,284 SQ.FT.," "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 836 SQ. FT," "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 706 SQ. FT," and "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 585 SQ.FT.," for the purposes of construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation of present or future public sidewalks and utilities within the said areas of the Public Sidewalk and Utilities Easements. The aforesaid Public Sidewalk and Utilities Easements are subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Public Sidewalk and Utilities Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Public Sidewalk and Utilities Easements, including the right of access to and from the Public Sidewalk and Utilities Easements areas and the right to use the adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation, and, further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land. The County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the areas of the Public Sidewalk and Utilities Easements; provided, however, that the County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the areas of the Public Sidewalk and Utilities Easements.

3. The Owner shall be responsible, at its sole cost and expense, to perform and pay for the continued care, cleaning and maintenance, including snow and ice removal, repair, replacement, installation and removal of the areas of the Public Sidewalk and Utilities Easements and all facilities and improvements installed therein.

4. The Owner shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the areas of the Public Sidewalk and Utilities Easements and the facilities therein by the developer, the County or the Owner.

5. Notwithstanding anything to the contrary contained in this Deed, a temporary fence and gates ("Temporary Improvements") may be constructed in the areas of the Public Sidewalk and Utilities Easements connecting the internal alley on the Property to the adjacent property (Barkley Condominiums, RPC #32-001-PCB), until such time as the County deems it necessary to remove the Temporary Improvements in order to commence construction of the bicycle trail. The gates shall remain unlocked in order

to permit pedestrian ingress and egress through the areas of the Public Sidewalk and Utilities Easements.

6. The Owner reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Public Sidewalk and Utilities Easements areas for the purposes named.

7. The Owner covenants that the Owner is seized of, and has the right to, convey the Public Sidewalk and Utilities Easements, and that Owner shall make no use of the areas of the Public Sidewalk and Utilities Easements that is inconsistent with the Public Use and Utilities Easements rights hereby granted.

TRANSIT STOP EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in addition to the Sidewalk and Utilities Easements granted above, the Owner does hereby create, grant and convey unto the County, its successors and assigns, easements for public transit stop purposes ("Transit Stop Easements") for the purposes of constructing, operating, maintaining, reconstructing, replacing, repairing, and removing of a public transitway stop and related facilities, including accessories and appurtenances thereto, for all forms of multimodal transportation, or any portion thereof, the locations and dimensions shown on the Plat and described as "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 836 SQ. FT" and "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 706 SQ. FT," on the Plat. The Transit Stop Easements are subject to the following terms and conditions:

1. All transit related structures and appurtenant facilities that are installed in the Transit Stop Easements shall be and remain the property of the County, its successors and assigns. No charge shall be made to the County for the use of the Property or for the Transit Stop Easements granted herein.

2. The County, its agents, contractors, successors and assigns, and the public-at-large, shall have full and free use of the Transit Stop Easements for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Transit Stop Easements, including the right of reasonable access to and from the Transit Stop Easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, operation, maintenance, reconstruction, replacement, repair, and removal within the areas of the Transit Stop Easements and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land outside the boundaries of the Transit Stop Easements. Notwithstanding anything to the contrary contained herein, the public-at-large use of the Transit Stop Easements shall be limited to public access for transit purposes.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Transit Stop Easements being conveyed, deemed by the County to interfere with the proper and efficient construction, operation, maintenance, reconstruction, replacement, repair, and removal within the areas of the Transit Stop Easements and maintenance of the Transit Stop Easements; provided, however, that the County at its own expense shall restore, as

nearly as possible, the Property to its original condition, immediately preceding the above-described work, such restoration to include the backfilling of trenches, the replacement of shrubbery, but not the replacement of structures, trees or other obstructions, unless such structures, trees or other obstructions are located wholly outside of the Transit Stop Easements.

4. The Owner shall be responsible, at its sole cost and expense, for keeping the areas of the Transit Stop Easements free and clear of any trash and debris and for year-round cleaning including snow and ice removal.

5. The Owner shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the areas of the Transit Stop Easements and the facilities therein by the developer, the County or the Owner.

6. The Owner reserves the right to make any use of the areas of the Transit Stop Easements in any manner that is not inconsistent with the Transit Stop Easements herein conveyed, and does not interfere with the use of the areas of the Transit Stop Easements by the County for the purposes named herein.

7. The Owner covenants that Owner is seized of and has the right to convey the Transit Stop Easements.

COVENANTS REAL

The Owner declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Owner, proprietors, and trustees, if any of the Property and is in accordance with the statutes of Virginia and the ordinances in force in Arlington County, Virginia, governing the platting and subdivision of land, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto and made a part hereof.

This Deed shall be construed, interpreted and applied according to the law of the Commonwealth of Virginia.

The Recitals are hereby incorporated into this Deed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

2338 COLUMBIA PIKE ASSOCIATES, LLC, a Virginia limited liability company

By: Peete Brothers Management LLC, a Virginia limited liability company, Class A Manager

By: _____
Edward C. Peete, Class A Manager

By: _____
David D. Peete, Jr., Class A Manager

By: _____
Leslie S. Ariail, Class B Manager

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, Class A Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

_____
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by David D. Peete, Jr., Class A Manager of Peete Brothers Management, LLC, Class A Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

_____
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Leslie S. Ariail, Class B Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

FOUR MILE RUN ASSOCIATES, L.C.,
a Virginia limited liability company

By: _____
Howard W. Smith, III,
Group A Manager

By: AGPS (FMRA) Management, LLC,
a Virginia limited liability company,
Group B Manager

By: _____
Leslie S. Ariail, Member Manager

By: _____
Guy M. Gravett, Member Manager

By: _____
Edward C. Peete, Member Manager

By: _____
Benjamin M. Smith, Jr., Member Manager

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17th day of June, 2020, by Howard W. Smith, III, Group A Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

_____
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Leslie S. Ariail, Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Guy M. Gravett, Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by Edward C. Peete, Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by Benjamin M. Smith, Jr., Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

BENJAMIN M. SMITH, JR., TRUSTEE OF
THE TESTAMENTARY TRUST OF
BENJAMIN M. SMITH

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by BENJAMIN M. SMITH, JR., TRUSTEE OF THE TESTAMENTARY TRUST OF BENJAMIN M. SMITH.

Stephan Ivanoff
Notary Public

My Commission expires: 10.31.2022
Notary Registration Number: 7782609

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

DAVID C. CANFIELD, TRUSTEE OF THE TESTAMENTARY TRUST OF BENJAMIN M. SMITH

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by DAVID C. CANFIELD, TRUSTEE OF THE TESTAMENTARY TRUST OF BENJAMIN M. SMITH.

Notary Public

My Commission expires: 10.31.2022
Notary Registration Number: 7782609

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

The Easements herein conveyed are accepted this 24th day of June, 2020, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution of the Board on April 25, 2020.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: _____
Name: Timothy D. O'Hora
Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit

The foregoing instrument was acknowledged before me this 24th day of June, 2020, by Timothy O'Hora, the Acting Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

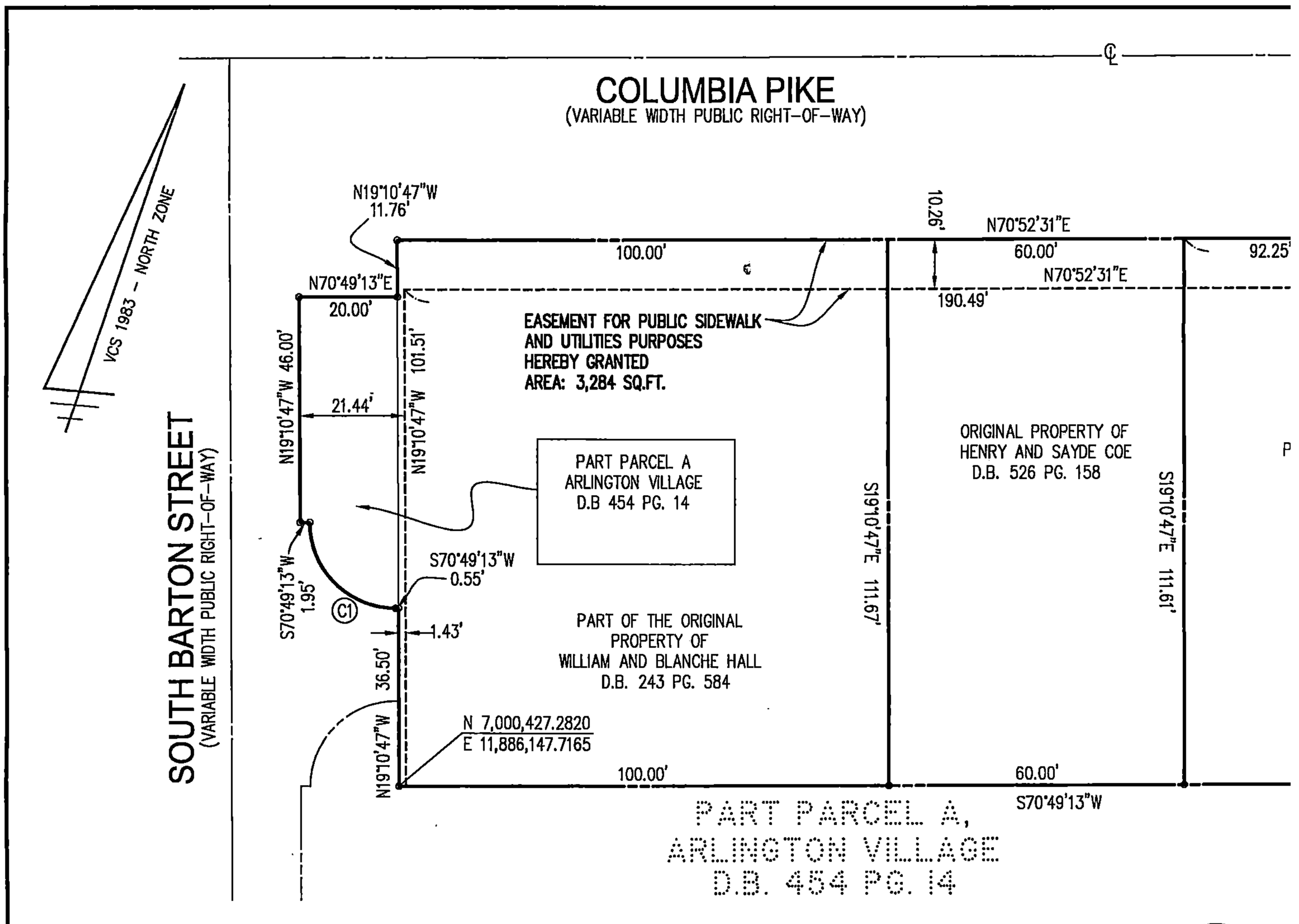
_____
Notary Public

My commission expires: 01/31/2023
Notary Registration No.: 7502397

DANIELLE C. RUIZ
NOTARY PUBLIC
REG. #7502397
MY COMMISSION EXPIRES
1/31/2023
COMMONWEALTH OF VIRGINIA

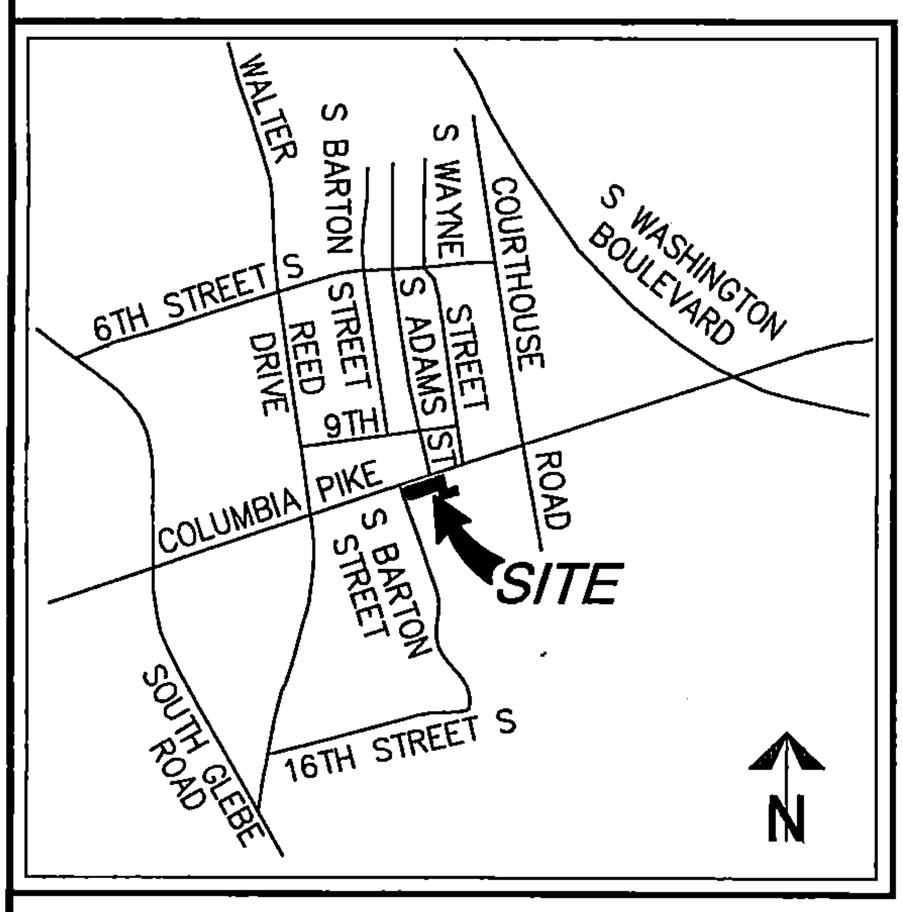
APPROVED AS TO FORM:

_____
County Attorney



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	17.50'	27.49'	90°00'00"	17.50'	24.75'	N64°10'47"W



VICINITY MAP SCALE: 1"=2000'

NOTES:

1. THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPETY IDENTIFICATION MAP NUMBER 74-6 AS REAL PROPERTY CODE (RPC) NUMBERS 32001035, 32001037, 32001038, 32001039, 32001040, AND 32001051.

2. THESE PROPERTIES ARE SUBJECT TO ALL DEDICATIONS AND EASEMENTS BENEFITTING ARLINGTON COUNTY, VIRGINIA UNLESS OTHERWISE SHOWN HEREON.

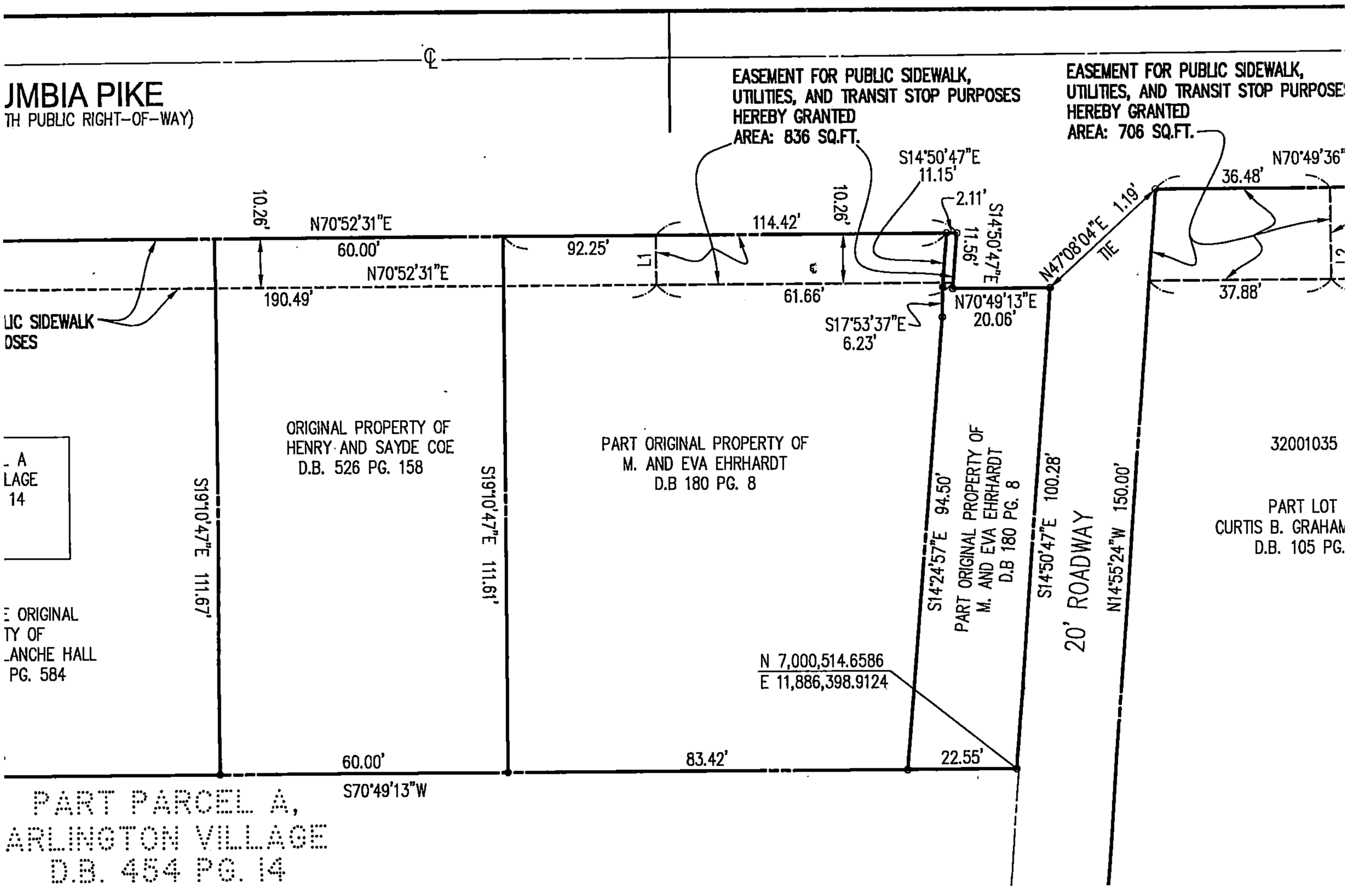
3. THESE PROPERTIES ARE SUBJECT TO THE CONTROL OF USE PERMIT NUMBER U-3436-16-1 APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, ON JUNE 18, 2016, AND APPROVAL OF THIS PLAT NEITHER ENLARGES NOR REDUCES THE OBLIGATIONS IMPOSED BY THIS USE PERMIT, AND ANY AMENDMENTS, AS THEY RELATE TO THESE PROPERTIES. USE PERMIT # U-3436-16-1 IS ON FILE IN THE OFFICE OF THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY, VIRGINIA

4. THIS PLAT IS BASED ON THE BOUNDARY SURVEY BY WALTER L. PHILLIPS, INC. IN JANUARY, 2019.

5. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983. THE SCALE FACTOR USED TO DERIVE THE REFERENCED COORDINATES IS 0.99995758. THE FOOT DEFINITION USED IN THE PERFORMANCE OF THIS SURVEY IS THE U.S. SURVEY FOOT.

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 6-16-2020	APPROVED: 6-17-2020
PLAT EXAMINER	SUBDIVISION AND BONDS ADMINISTRATOR



CHORD	CHORD BEARING
24.75'	N64°10'47"W

2

TES:

THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPETY IDENTIFICATION MAP NUMBER 74-6 AS REAL PROPERTY CODE (RPC) NUMBERS 32001035, 32001037, 32001038, 32001039, 32001040, AND 32001051.

THESE PROPERTIES ARE SUBJECT TO ALL DEDICATIONS AND EASEMENTS BENEFITTING ARLINGTON COUNTY, VIRGINIA UNLESS OTHERWISE SHOWN HEREON.

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TAL SERVICES

2020

ADMINISTRATOR

REVISED: JUNE 15, 2020

W
PH
INC

SCALE: 1"

3

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES, AND TRANSIT STOP PURPOSES
HEREBY GRANTED
AREA: 836 SQ.FT.

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES, AND TRANSIT STOP PURPOSES
HEREBY GRANTED
AREA: 706 SQ.FT.

EASEMENT FOR PUBLIC SIDEWALK
AND UTILITIES PURPOSES
HEREBY GRANTED
AREA: 585 SQ.FT.

S14°50'47"E
11.15'

2.11'

S14°50'47"E 11.56'

10.26'

114.42'

61.66'

S17°53'37"E
6.23'

N70°49'13"E
20.06'

N47°08'04"E 1.19'
TIE

N70°49'36"E 67.92'

36.48'

19.09'

L2

37.88'

30.04'

VCS 1983 – NORTH ZONE

IGINAL PROPERTY OF
ID EVA EHRHARDT
.B 180 PG. 8

S14°24'57"E 94.50'

PART ORIGINAL PROPERTY OF
M. AND EVA EHRHARDT
D.B 180 PG. 8

S14°50'47"E 100.28'

20' ROADWAY

N14°55'24"W 150.00'

32001035

PART LOT 5
CURTIS B. GRAHAM ESTATE
D.B. 105 PG. 469

S14°55'24"E 150.00'

PART LOT 5
CURTIS B. GRAHAM ESTATE
D.B. 105 PG. 469

N 7,000,514.6586
E 11,886,398.9124

83.42'

22.55'

LINE TABLE

NO.	BEARING	LENGTH
L1	S19°07'40"E	10.26'
L2	N19°07'16"W	19.02'

COMMONWEALTH OF VIRGINIA
JAMES A. MADISON, JR.
Lic. No.2764
05.06.2020
LAND SURVEYOR

PLAT SHOWING
VARIOUS PUBLIC EASEMENTS
ON
PART LOT 5
CURTIS B. GRAHAM ESTATE
DEED BOOK 105 PAGE 469
PARTS ORIGINAL PROPERTY OF
M. AND EVA EHRHARDT
DEED BOOK 180 PAGE 8
PART ORIGINAL PROPERTY OF
WILLIAM AND BLANCHE HALL
DEED BOOK 243 PAGE 284
PART PARCEL A
ARLINGTON VILLAGE
DEED BOOK 454 PAGE 14
ORIGINAL PROPETY OF
HENRY AND SAYDE COE
DEED BOOK 526 PAGE 158
ARLINGTON COUNTY, VIRGINIA

REVISED: JUNE 15, 2020

WALTER L. PHILLIPS INCORPORATED ESTABLISHED 1945
Engineers • Surveyors • Planners
Landscape Architects • Arborists
207 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 532-6163 Fax (703) 533-1301
www.WLPINC.com

SCALE: 1" = 25' | DATE: MAY 6, 2020 | SHEET: 1 OF: 1

ACGPREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20220100003288
02/16/2022 12:17:49 PM 1/7
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this 22nd day of December, 2021, by **ARLINGTON VILLAGE ASSOCIATES**, a Virginia Limited partnership ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of one dollar ($1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), subject to all of the terms and conditions hereinafter set forth, of a portion of Grantor's property, more specifically described as an area of real estate containing approximately **Four Thousand Four Hundred Seventy-nine (4,479)** square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the exhibit attached hereto and made a part hereof, entitled **"Exhibit Showing Temporary Construction Easement on Parcel B, The Original Property of New England Mutual Life Insurance Company, D.B. 1983, PG. 1448, Arlington County, Virginia"** (the "Exhibit"), said Temporary Easement Area being a portion of the property acquired by the Grantor by deed dated **March 1, 1982,** recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2059** at Page **465**, and more particularly described as:

> **Beginning at a point marked by the intersection of the east line of South Cleveland Street and the new South line of Columbia Pike; thence, along the new south line of Columbia Pike, N. 70° 48' 14" E. a distance of 266.46 feet to the point of intersection of the new South line of Columbia Pike with the west line of South Barton Street; thence, along**

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

7

the west line of South Barton Street, S. 19° 11' 46" E. a distance of 200.00 feet to a point; thence, S. 70° 48' 14" W. a distance of 258.24 feet to a point in the east line of South Cleveland Street; thence, along the east line of South Cleveland Street, N. 21° 32' 56" W. a distance of 200.17 feet to the point and place of beginning, containing 52,470.00 square feet, more or less (the "Property").

1. Reference is hereby made to the Exhibit attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Area of the Temporary Easement hereby conveyed.

2. Grantee shall have the right to use the Temporary Easement Area solely for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, utilities and drainage facilities, including accessories and appurtenances thereto, solely within the Temporary Easement Area, as shown on the Exhibit, and for such other purposes as are incidental and related thereto.

3. Grantee and its agents shall have use of the Temporary Easement solely for the limited purposes named and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easement, including the right of access across a portion of the Property to and from the Temporary Easement Area to the extent necessary to facilitate the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, utilities and drainage facilities.

4. Grantor covenants that Grantor has the right to convey the Temporary Easement, but Grantor makes no representation or warranty whatsoever with respect to the condition of the Property or the suitability of the Temporary Easement Area for Grantee's use.

5. The Temporary Easement conveyed by this document shall commence on the date that is fourteen (14) days prior to the date that construction of the improvements is scheduled to commence on the Property, as determined by written notice delivered at least four (4) weeks prior to commencement of construction to the Grantor by the Grantee or Grantee's contractor, and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee; provided, however, that in no event shall completion of the work on the Property take more than one hundred twenty (120) days unless mutually agreed to in advance in writing by both parties.

6. Grantee agrees to make reasonable efforts to (1) cause all work to be performed on the Property in a good, safe, lien-free and workmanlike manner, in accordance with all applicable laws, the standards of the trade and in such a manner as to avoid interruption of activities conducted on the Property; (2) protect all utilities which are now provided to or through the Property and the improvements thereon, (3) undertake no activity that could undermine the structural integrity of the improvements on the Property, (4) proceed with diligence to complete the all work until completed; and (5) to protect all people (including, without limitation, occupants, invitees, guests, employees, agents, contractors and any

other persons who are on the Property) and the improvements on the Property from injury or damage in connection with performance of any work.

7. Grantee agrees that Grantor shall have no liability whatsoever for any damages, losses, expenses or injuries to persons or property on or about the Property to the extent caused solely by Grantee or any of its agents, contractors or employees. Upon selection of a contractor or contractors for performance of the Work, Grantee will obtain and provide to Grantor certificate(s) of insurance from such contractor(s), evidencing coverage for commercial general liability (including owned and hired auto coverage and completed operations coverage) with minimum limits of liability of one million dollars ($1,000,000) showing Grantor and any mortgagee of the Property as an additional insured.

8. Grantee agrees that within thirty (30) days after the completion of construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the public sidewalk, utilities and drainage facilities within or adjacent to the Temporary Easement Area, or as soon thereafter as the weather and temperatures may allow, the Grantee will, at no cost to the Grantor (1) restore the disturbed area within or adjacent to the Temporary Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas with or adjacent to the Temporary Easement Area; (3) replace with nursery stock of the same size and quality, all damaged or destroyed trees on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees for one year against damage from the date they are replaced.

9. This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

10. This Deed is contingent upon, and shall not be effective until, accepted on behalf of the County Board of Arlington, Virginia.

11. This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

GRANTOR:

ARLINGTON VILLAGE ASSOCIATES
Limited Partnership,
a Virginia limited partnership

By: Arlington Village, Inc.,
a Virginia Corporation
General Partner

By: _____
Wallace F. Holladay Jr.
President

~~STATE~~: DISTRICT of COLUMBIA; ss
~~COUNTY~~: _____:

The foregoing instrument was acknowledged before me on this 7th day of DECEMBER, 2021, by **Arlington Village Associates,** a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: JULY 31, 2026
My Registration No.: N/A

KAREN E. TURNER
NOTARY PUBLIC
EXP.
7-31-26
DISTRICT OF COLUMBIA

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ACCEPTED this 22nd day of December, 2021, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726 B.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Mark J Schwartz _____, as County Manager on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 22ND day of December, 2021.

Notary Public: _____
My Commission expires: 1/31/2023
My Registration No.: 148905

LYNNE T. PORFIRI
NOTARY PUBLIC
REG. #148905
MY COMMISSION EXPIRES
01/31/2023
COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

CONSENT AND JOINDER

The undersigned Beneficiary and Sole Acting Trustee under that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents made by Arlington Village Associates Limited Partnership, dated as of September 1, 2016, and recorded September 1, 2016 as Instrument No. 20160100018762 among the Land Records of Arlington County, Virginia (the "**Deed of Trust**"), securing American Equity Investment Life Insurance Company, an Iowa Corporation, hereby consent to the within instrument and hereby subordinate the lien of said Deed of Trust to the lien, legal effect and operation of said instrument.

IN WITNESS WHEREOF, the Beneficiary has caused this instrument to be executed by Loryssa L. Ripley, its AVP Commercial Mortgage as the act and deed of the Beneficiary as of the date first above written; and the Sole Acting Trustee has executed this instrument as his act and deed in his capacity as Sole Acting Trustee, all as of the date of the foregoing instrument.

BENEFICIARY

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, an Iowa corporation
By: _____
Name: Loryssa L. Ripley
Its: Asst Vice President Commercial Mortgage

~~**TRUSTEE**~~

_____

~~James Harnden Davidson~~
~~Sole Acting Trustee~~

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

MATCH LINE

COLUMBIA PIKE

℄

S70° 52' 38"W

51.27'

20.18'

N70° 50' 08"E 266.46'

13.80'

8.38'

25.08'

L1 L2

S70° 52' 39"W 214.65'

L3 L4 L5

TEMPORARY CONSTRUCTION EASEMENT
AREA = 4,479 SQ. FT.

SOUTH CLEVELAND STREET

S21° 32' 12"E

N21° 31' 02"W

PARCEL B

SOUTH BARTON STREET

S19° 11' 02"E

S19° 09' 52"E

MATCH LINE

MATCH LINE

MATCH LINE

VCS 1983

VCS 1983

VCS 1983

VCS 1983

LINE TABLE		
LINE	BEARING	LENGTH
L1	S67° 55' 57.9"W	14.18'
L2	S14° 26' 18.7"W	10.29'
L3	N19° 53' 53.4"W	10.73'
L4	S70° 35' 20.9"W	22.54'
L5	S19° 28' 04.4"E	26.58'

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

RPC 32002001
OWNER: ARLINGTON VILLAGE ASSOCIATES
D.B. 2059, PG. 465
ADDRESS: 2508 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

EXHIBIT SHOWING

TEMPORARY CONSTRUCTION EASEMENT
ON

PARCEL B

THE ORIGINAL PROPERTY OF
NEW ENGLAND MUTUAL LIFE
INSURANCE COMPANY
D.B. 1983, PG. 1448

ARLINGTON COUNTY, VIRGINIA

ACGPREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20220100012532
06/29/2022 11:48:47 AM 1/8
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this 11 day of May, **2022**, by **ARLINGTON VILLAGE ASSOCIATES**, a Virginia Limited partnership ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of one dollar ($1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), subject to all of the terms and conditions hereinafter set forth, of a portion of Grantor's property, more specifically described as an area of real estate containing approximately **Two Thousand Two Hundred Twenty-seven (2,227)** square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the exhibit attached hereto and made a part hereof, entitled **"Partial Plan View of Temporary Construction Easement Plan, Columbia Pike MM Street Improvements Segment D from S Courthouse Rd to S Garfield St DS 40"** (the "Exhibit"), said Temporary Easement Area being a portion of the property acquired by the Grantor by deed dated **March 1, 1982,** recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2059** at Page **465**, and more particularly described as:

Beginning at a point marked by the intersection of the east line of South Cleveland Street and the new South line of Columbia Pike; thence, along the new south line of Columbia Pike, N. 70° 48' 14" E. a distance of 266.46 feet to the point of intersection of the new South line of Columbia Pike with the west line of South Barton Street; thence, along the west line of South Barton Street, S. 19° 11' 46" E. a distance of

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

VI

8

200.00 feet to a point; thence, S. 70° 48' 14" W. a distance of 258.24 feet to a point in the east line of South Cleveland Street; thence, along the east line of South Cleveland Street, N. 21° 32' 56" W. a distance of 200.17 feet to the point and place of beginning, containing 52,470.00 square feet, more or less (the "Property").

1. Reference is hereby made to the Exhibit attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Area of the Temporary Easement hereby conveyed.

2. Grantee shall have the right to use the Temporary Easement Area solely for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, curb, and gutter facilities, including accessories and appurtenances thereto, solely within the Temporary Easement Area, as shown on the Exhibit, and for such other purposes as are incidental and related thereto.

3. Grantee and its agents shall have use of the Temporary Easement solely for the limited purposes named and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easement, including the right of access across a portion of the Property to and from the Temporary Easement Area to the extent necessary to facilitate the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, curb, and gutter facilities.

4. Grantor covenants that Grantor has the right to convey the Temporary Easement, but Grantor makes no representation or warranty whatsoever with respect to the condition of the Property or the suitability of the Temporary Easement Area for Grantee's use.

5. The Temporary Easement conveyed by this document shall commence on the date that is fourteen (14) days prior to the date that construction of the improvements is scheduled to commence on the Property, as determined by written notice delivered at least four (4) weeks prior to commencement of construction to the Grantor by the Grantee or Grantee's contractor, and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee; provided, however, that in no event shall completion of the work on the Property take more than one hundred twenty (120) days unless mutually agreed to in advance in writing by both parties.

6. Grantee agrees to make reasonable efforts to (1) cause all work to be performed on the Property in a good, safe, lien-free and workmanlike manner, in accordance with all applicable laws, the standards of the trade and in such a manner as to avoid interruption of activities conducted on the Property; (2) protect all utilities which are now provided to or through the Property and the improvements thereon, (3) undertake no activity that could undermine the structural integrity of the improvements on the Property, (4) proceed with diligence to complete the all work until completed; and (5) to protect all people (including, without limitation, occupants, invitees, guests, employees, agents, contractors and any other persons who are on the Property) and the improvements on the Property from injury or damage in connection with performance of any work.

7. Grantee agrees that Grantor shall have no liability whatsoever for any damages, losses, expenses or injuries to persons or property on or about the Property to the extent caused solely by Grantee or any of its agents, contractors or employees. Upon selection of a contractor or contractors for performance of the Work, Grantee will obtain and provide to Grantor certificate(s) of insurance from such contractor(s), evidencing coverage for commercial general liability (including owned and hired auto coverage and completed operations coverage) with minimum limits of liability of one million dollars ($1,000,000) showing Grantor and any mortgagee of the Property as an additional insured.

8. Grantee agrees that within thirty (30) days after the completion of construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the public sidewalk, curb and gutter facilities within or adjacent to the Temporary Easement Area, or as soon thereafter as the weather and temperatures may allow, the Grantee will, at no cost to the Grantor (1) restore the disturbed area within or adjacent to the Temporary Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas with or adjacent to the Temporary Easement Area; (3) replace with nursery stock of the same size and quality, all damaged or destroyed trees on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees for one year against damage from the date they are replaced.

9. This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

10. This Deed is contingent upon, and shall not be effective until, accepted on behalf of the County Board of Arlington, Virginia.

11. This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

GRANTOR:

ARLINGTON VILLAGE ASSOCIATES,
a Virginia limited partnership
by: Arlington Village, Inc.
a Virginia Corporation, General Partner

By: Wallace F Holladay Jr
Its: President

~~STATE~~: District of Columbia
~~COUNTY~~: _____:

The foregoing instrument was acknowledged before me on this 26 day of April, 2022, by **Arlington Village Associates,** a Virginia limited partnership, Grantor, by Wallace F. Holladay Jr., President of Arlington Village, Inc., General Partner.

Notary Public: Jill A Donahue
My Commission Expires: _____
My Registration No.: _____

JILL A. DONAHUE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 30, 2023

DISTRICT OF COLUMBIA
NOTARY PUBLIC
JILL A. DONAHUE
EXP. 6-30-23

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ACCEPTED this 11th day of May, 2022, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726 B.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Mark J Schwartz, as County Manager on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 11th day of May, 2022.

Notary Public: _____
My Commission expires: 1/31/2023
My Registration No.: 148905

LYNNE T. PORFIRI
NOTARY PUBLIC
REG. #148905
MY COMMISSION EXPIRES
01/31/2023
COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

CONSENT AND JOINDER

The undersigned Beneficiary and Sole Acting Trustee under that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents made by Arlington Village Associates Limited Partnership, dated as of September 1, 2016, and recorded September 1, 2016 as Instrument No. 20160100018762 among the Land Records of Arlington County, Virginia (the "**Deed of Trust**"), securing American Equity Investment Life Insurance Company, an Iowa Corporation, hereby consent to the within instrument and hereby subordinate the lien of said Deed of Trust to the lien, legal effect and operation of said instrument.

IN WITNESS WHEREOF, the Beneficiary has caused this instrument to be executed by Loryssa Rippey, its AVP, Commercial ~~as~~ the act and deed of the Beneficiary as of the date first above written; and the Sole Acting Trustee has executed this instrument as his act and deed in his capacity as Sole Acting Trustee, all as of the date of the foregoing instrument.

BENEFICIARY

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, an Iowa corporation

By: Loryssa Rippey

Name: LORYSSA RIPPEY

Its: AVP, Commercial mortgage Loans

TRUSTEE

James Harnden Davidson
Sole Acting Trustee

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

STATE OF IOWA, COUNTY OF POLK, ss:

On this 2nd day of June, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Loryssa L. Rippey, to me personally known, who being by me duly sworn or affirmed did say that she is the Assistant Vice President Commercial Mortgage of American Equity Investment Life Insurance Company; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Loryssa L. Rippey, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by said officer voluntarily executed.

Lisa Wolf
Notary Public in and for said county and state

ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF POLK, ss:

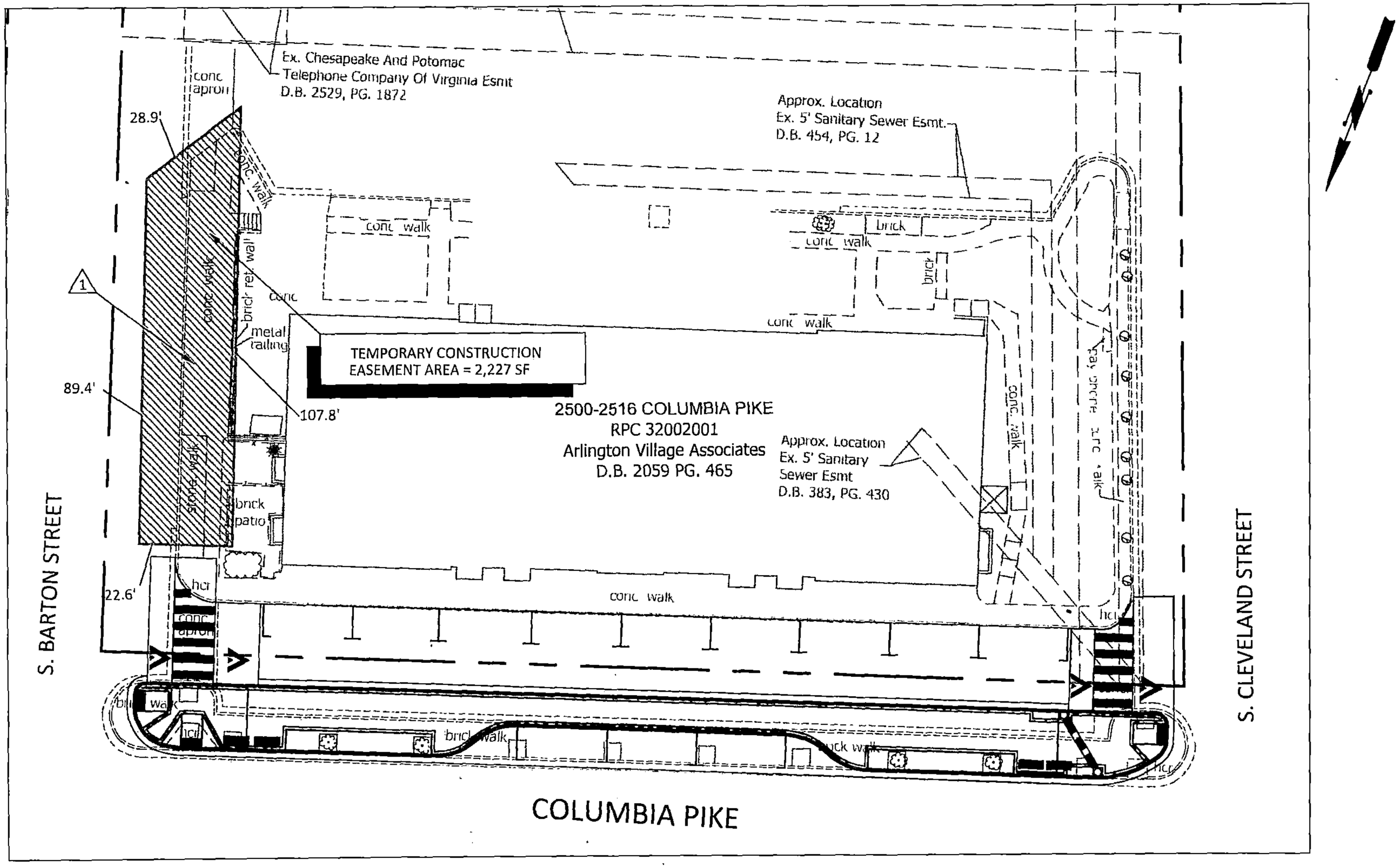
This record was acknowledged before me on this 2nd day of June, 2022, by Loryssa L. Rippey, as the Assistant Vice President Commercial Mortgage of American Equity Investment Life Insurance Company, an Iowa corporation.

LISA WOLF
Commission Number 755578
My Commission Expires
10-31-23

Lisa Wolf
Signature of Notary Public

[Notary Stamp]
[My commission expires]

REVISED ON 01/24/2022



CONSTRUCTION NOTES

1 REMOVE AND REPLACE EXISTING CURB & GUTTER AND SIDEWALK

0 25 50
HORIZ. SCALE

FILENAME: TCE - ARL VILLAGE 04-07-2022.DWG PATH: Q:\DATA\DS40\DESIGN\CAD\ACTIVE\ROW & EASEMENTS\PARCEL 28 ARLINGTON VILLAGE PLOTTED BY: AJOSHI

ARLINGTON
VIRGINIA

DEPARTMENT OF
ENVIRONMENTAL SERVICES

Facilities & Engineering Division
Engineering Bureau
2100 Clarendon Boulevard, Suite 813
Arlington, VA 22201
Phone: 703.228.3629
Fax: 703.228.3606

2022 © ARLINGTON COUNTY, VA

PARTIAL PLAN VIEW OF TEMPORARY CONSTRUCTION EASEMENT PLAN

COLUMBIA PIKE MM STREET IMPROVEMENTS
SEGMENT D
FROM S COURTHOUSE RD TO S GARFIELD ST

DS40

DESIGNED:	AJOSHI
DRAWN:	AJOSHI
CHECKED:	CBALALLO
PLOTTED:	APR 07 2022

DATE

REVISION

ACGPREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20220100018509
10/28/2022 03:14:27 PM 1/7
Doc Type: LREASEMENT:
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this 15th day of September **2022**, by **ARLINGTON VILLAGE ASSOCIATES**, a Virginia Limited partnership ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of one dollar ($1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), subject to all of the terms and conditions hereinafter set forth, of a portion of Grantor's property, more specifically described as an area of real estate containing approximately **One Thousand Two Hundred Ninety-two (1,292)** square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the exhibit attached hereto and made a part hereof, entitled **"Partial Plan View of Temporary Construction Easement Plan, Columbia Pike MM Street Improvements Segment D from S Courthouse Rd to S Garfield St DS 40"** (the "Exhibit"), said Temporary Easement Area being a portion of the property acquired by the Grantor by deed dated **March 1, 1982,** recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2059** at Page **465**, and more particularly described as:

Beginning at a point marked by the intersection of the east line of South Cleveland Street and the new South line of Columbia Pike; thence, along the new south line of Columbia Pike, N. 70° 48' 14" E. a distance of 266.46 feet to the point of intersection of the new South line of Columbia Pike with the west line of South Barton Street; thence, along the west line of South Barton Street, S. 19° 11' 46" E. a distance of

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

200.00 feet to a point; thence, S. 70° 48' 14" W. a distance of 258.24 feet to a point in the east line of South Cleveland Street; thence, along the east line of South Cleveland Street, N. 21° 32' 56" W. a distance of 200.17 feet to the point and place of beginning, containing 52,470.00 square feet, more or less (the "Property").

1. Reference is hereby made to the Exhibit attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Area of the Temporary Easement hereby conveyed.

2. Grantee shall have the right to use the Temporary Easement Area solely for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, curb, and gutter facilities, including accessories and appurtenances thereto, solely within the Temporary Easement Area, as shown on the Exhibit, and for such other purposes as are incidental and related thereto.

3. Grantee and its agents shall have use of the Temporary Easement solely for the limited purposes named and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easement, including the right of access across a portion of the Property to and from the Temporary Easement Area to the extent necessary to facilitate the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, curb, and gutter facilities.

4. Grantor covenants that Grantor has the right to convey the Temporary Easement, but Grantor makes no representation or warranty whatsoever with respect to the condition of the Property or the suitability of the Temporary Easement Area for Grantee's use.

5. The Temporary Easement conveyed by this document shall commence on the date that is fourteen (14) days prior to the date that construction of the improvements is scheduled to commence on the Property, as determined by written notice delivered at least four (4) weeks prior to commencement of construction to the Grantor by the Grantee or Grantee's contractor, and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee; provided, however, that in no event shall completion of the work on the Property take more than one hundred twenty (120) days unless mutually agreed to in advance in writing by both parties.

6. Grantee agrees to make reasonable efforts to (1) cause all work to be performed on the Property in a good, safe, lien-free and workmanlike manner, in accordance with all applicable laws, the standards of the trade and in such a manner as to avoid interruption of activities conducted on the Property; (2) protect all utilities which are now provided to or through the Property and the improvements thereon, (3) undertake no activity that could undermine the structural integrity of the improvements on the Property, (4) proceed with diligence to complete the all work until completed; and (5) to protect all people (including, without limitation, occupants, invitees, guests, employees, agents, contractors and any other persons who are on the Property) and the improvements on the Property from injury or damage in connection with performance of any work.

7. Grantee agrees that Grantor shall have no liability whatsoever for any damages, losses, expenses or injuries to persons or property on or about the Property to the extent caused solely by Grantee or any of its agents, contractors or employees. Upon selection of a contractor or contractors for performance of the Work, Grantee will obtain and provide to Grantor certificate(s) of insurance from such contractor(s), evidencing coverage for commercial general liability (including owned and hired auto coverage and completed operations coverage) with minimum limits of liability of one million dollars ($1,000,000) showing Grantor and any mortgagee of the Property as an additional insured.

8. Grantee agrees that within thirty (30) days after the completion of construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the public sidewalk, curb and gutter facilities within or adjacent to the Temporary Easement Area, or as soon thereafter as the weather and temperatures may allow, the Grantee will, at no cost to the Grantor (1) restore the disturbed area within or adjacent to the Temporary Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas with or adjacent to the Temporary Easement Area; (3) replace with nursery stock of the same size and quality, all damaged or destroyed trees on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees for one year against damage from the date they are replaced.

9. This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

10. This Deed is contingent upon, and shall not be effective until, accepted on behalf of the County Board of Arlington, Virginia.

11. This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

GRANTOR:

ARLINGTON VILLAGE ASSOCIATES,
a Virginia limited partnership
by: Arlington Village, Inc.
a Virginia corporation, General Partner

By: Wallace F. Holladay, Jr.
Its: PRESIDENT

~~STATE~~: District of Columbia
~~COUNTY~~: _____:

The foregoing instrument was acknowledged before me on this 31 day of August, 2022, by **Arlington Village Associates,** a Virginia limited partnership, Grantor, by Wallace F Holladay Jr, as President of Arlington Village, Inc., General Partner.

Notary Public: Jill A Donahue
My Commission Expires: _____
My Registration No.: _____

JILL A. DONAHUE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 30, 2023

JILL A. DONAHUE NOTARY PUBLIC EXP. 6-30-23 DISTRICT OF COLUMBIA

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ACCEPTED this 15th day of September, 2022, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726 B.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by 15th September, as County Manager on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 15th day of September, 2022.

Notary Public: David R Barrera
My Commission expires: 10/31/2026
My Registration No.: 7997119

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

DAVID R. BARRERA
NOTARY PUBLIC
REG. # 7997119
MY COMMISSION EXPIRES
10/31/2026
COMMONWEALTH OF VIRGINIA

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

CONSENT AND JOINDER

The undersigned Beneficiary ~~and Sole Acting Trustee~~ under that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents made by Arlington Village Associates Limited Partnership, dated as of September 1, 2016, and recorded September 1, 2016 as Instrument No. 20160100018762 among the Land Records of Arlington County, Virginia (the "**Deed of Trust**"), securing American Equity Investment Life Insurance Company, an Iowa Corporation, hereby consent to the within instrument and hereby subordinate the lien of said Deed of Trust to the lien, legal effect and operation of said instrument.

IN WITNESS WHEREOF, the Beneficiary has caused this instrument to be executed by Lorissa Rippey, its EVP Commercial Mortgage as the act and deed of the Beneficiary as of the date first above written, ~~and the Sole Acting Trustee has executed this instrument as his act and deed in his capacity as Sole Acting Trustee,~~ all as of the date of the foregoing instrument.

BENEFICIARY

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, an Iowa corporation

By: _____

Name: LORYSSA RIPPEY

Its: AVP, Commercial Mortgage

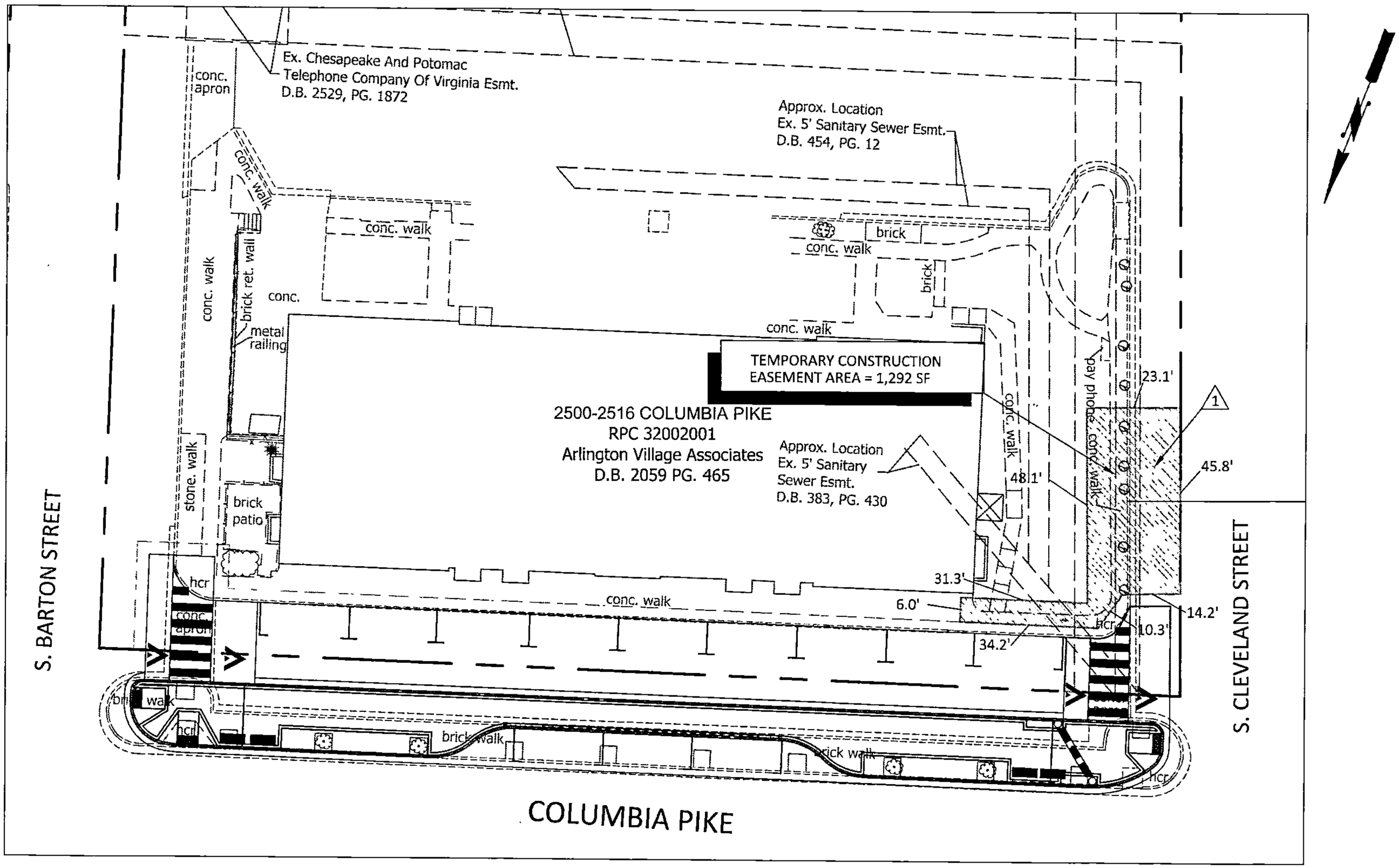
~~**TRUSTEE**~~

_____

~~James Harnden Davidson~~
~~Sole Acting Trustee~~

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street – Project # DS40 (the "Project")
RPC: 32002001
Address:2500-2522 Columbia Pike, Arlington, VA

REVISED ON 01/24/2022



CONSTRUCTION NOTES

1 REMOVE AND REPLACE EXISTING CURB & GUTTER AND WIDER SIDEWALK

0 25 50

HORIZ. SCALE

FILENAME: TCE - ARL VILLAGE 07-28-2022.DWG PATH: Q:\DATA\DS40\DESIGN\CAD\ACTIVE\ROW & EASEMENTS\PARCEL 28 ARLINGTON VILLAGE PLOTTED BY: AJOSHI

ARLINGTON
VIRGINIA

DEPARTMENT OF
ENVIRONMENTAL SERVICES

Facilities & Engineering Division
Engineering Bureau
2100 Clarendon Boulevard, Suite 813
Arlington, VA 22201
Phone: 703.228.3629
Fax: 703.228.3606

2022 © ARLINGTON COUNTY, VA

PARTIAL PLAN VIEW OF TEMPORARY CONSTRUCTION EASEMENT PLAN

COLUMBIA PIKE MM STREET IMPROVEMENTS
SEGMENT D
FROM S COURTHOUSE RD TO S GARFIELD ST

DS40

DESIGNED:	AJOSHI
DRAWN:	AJOSHI
CHECKED:	CBALALLO
PLOTTED:	AUG 01 2022

DATE

REVISION

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20210100038938
12/07/2021 08:28:56 AM 1/8
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT ("Deed") is made this 20th day of October, 2021 by **CIRCE PROPERTIES, L.L.C.**, a Maryland limited liability company, **LDP VA LLC**, a Virginia limited liability company, and **MWD COLUMBIA PIKE, LLC**, a Virginia limited liability company (collectively, "Grantor"), and the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of four thousand six hundred fifty-three dollars and forty-one cents ($4,653.41), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee a perpetual easement for public sidewalk, utility, and drainage purposes (the "Easement") over, under, upon, and across **one hundred thirty (130)** square feet of land (the "Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes on Parcel 2, Charles B. Munson Estate, D.B. 1188, PG. 83, Arlington County, Virginia**," which plat was approved on **March 4, 2021** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said Easement Area being a portion of the same property acquired by Grantor by a deed dated

September 2, 1998 and recorded in the land records of the Arlington County Circuit Court in Deed Book **2924** at page **1338**, by a deed dated **June 29, 2021** and recorded in the land records of the Arlington County Circuit Court as Instrument No. **20210100023040**, and by a deed dated **January 1, 2012** and recorded in the land records of the Arlington County Circuit Court in Deed Book **4638** at page **1652** and more particularly described as:

> **Parcel 2, Division of the Charles B. Munson Estate, as shown on plat attached to Deed of Dedication recorded in Deed Book 1188 at page 83 among the land records of Arlington County, Virginia** (the "Property").

Project: Columbia Pike Multi Modal Segment D- S., Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25-013-001
Address: 2919 Columbia Pike, Arlington, Virginia

VI

(8)

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area of the Easement hereby conveyed.

Grantee shall have the right to use the Easement Area for the construction, use, maintenance, repair, reconstruction, relocation, replacement, and/or removal of public sidewalk, utility, and drainage facilities, including without limitation accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto.

Grantee and its agents shall have full and free use of the Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including without limitation the right of access across the Property to and from the Easement Area and the right to use the adjoining land of Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal, and further, this right shall not be construed to allow the County to erect any building, structure, or facility of a permanent nature on such adjoining land.

Grantor covenants that Grantor is seized of and has the right to convey the Easement, and that Grantor shall make no use of the Easement Area which is inconsistent with the Easement and associated rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of the construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of any public sidewalk, utility, or drainage facilities within the Easement Area, Grantee will, at no cost to Grantor: (1) restore any disturbed area of the Property in or adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of Grantee) all damaged grass areas of the Property in or adjacent to the Easement Area; (3) replace with new nursery stock, at the sole option of Grantee, all existing trees on the Property in or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the public sidewalk, utility, and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees for one (1) year against damage from the date of planting.

All facilities installed or constructed by Grantee shall be and remain the property of Grantee. No additional charge shall at any time be made for the property used or occupied by Grantee's facilities. Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed incorporates all agreements between the parties hereto concerning the subject matter hereof. No representations or statements have been made which would modify, add to, or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

Project: Columbia Pike Multi Modal Segment D- S., Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25-013-001
Address: 2919 Columbia Pike, Arlington, Virginia

This Deed shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia.

WITNESS the following signatures:

[*Signatures appear on the following pages*]

GRANTOR:

CIRCE PROPERTIES, L.L.C., a Maryland limited liability company

By: Michael N. Nafpliotis
Name: MICHAEL N. NAFPLIOTIS
Title: MEMBER - MANAGER

State: South Carolina
County: Charleston

The foregoing instrument was acknowledged before me on this 9th day of July, 2021 by MICHAEL N. NAFPLIOTIS MEMBER - MANAGER of **Circe Properties, L.L.C.,** a Maryland limited liability company, Grantor.

Notary Public: Heather Rush
My Commission expires: 05/03/2028
My Registration No.: N/A

HEATHER RUSH
COMM. EXP.
NOTARY
PUBLIC
05-03-2028
SOUTH CAROLINA

Project: Columbia Pike Multi Modal Segment D- S., Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25-013-001
Address: 2919 Columbia Pike, Arlington, Virginia

LDP VA LLC, a Virginia limited liability company

By: Evangeline Pedas
Name: EVANGELINE PEDAS
Title: MANAGER

State: DISTRICT OF COLUMBIA
County: N/A

The foregoing instrument was acknowledged before me on this 7TH day of JULY, 2021 by EVANGELINE PEDAS, MANAGER of **LDP VA LLC**, a Virginia limited liability company, Grantor.

Notary Public: Tom Sally
My Commission expires: 8-31-2022
My Registration No.: N/A

Project: Columbia Pike Multi Modal Segment D- S., Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25-013-001
Address: 2919 Columbia Pike, Arlington, Virginia

MWD COLUMBIA PIKE, LLC, a Virginia limited liability company

By: MICHAEL W. DATCH

Name:

Title: MANAGER

State: DISTRICT OF COLUMBIA

County: N/A

The foregoing instrument was acknowledged before me on this 3RD day of AUGUST, 2021 by MICHAEL W. DATCH, MANAGER of **MWD Columbia Pike, LLC**, a Virginia limited liability company, Grantor.

Notary Public:

My Commission expires: 8-31-2022

My Registration No.: N/A

JONATHON C. SALLY
NOTARY PUBLIC
My
8-31-22
DISTRICT OF COLUMBIA

Project: Columbia Pike Multi Modal Segment D- S., Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25-013-001
Address: 2919 Columbia Pike, Arlington, Virginia

VI

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 20th day of October, 2021 on behalf of the County Board of Arlington County, Virginia pursuant to a resolution, motion, or action of the said Board duly adopted on September 18, 2021.

By: _____
Name: Timothy D. O'Hora
Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by TIMOTHY D. O'HORA, _____ on behalf of the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, this 20th day of October, 2021.

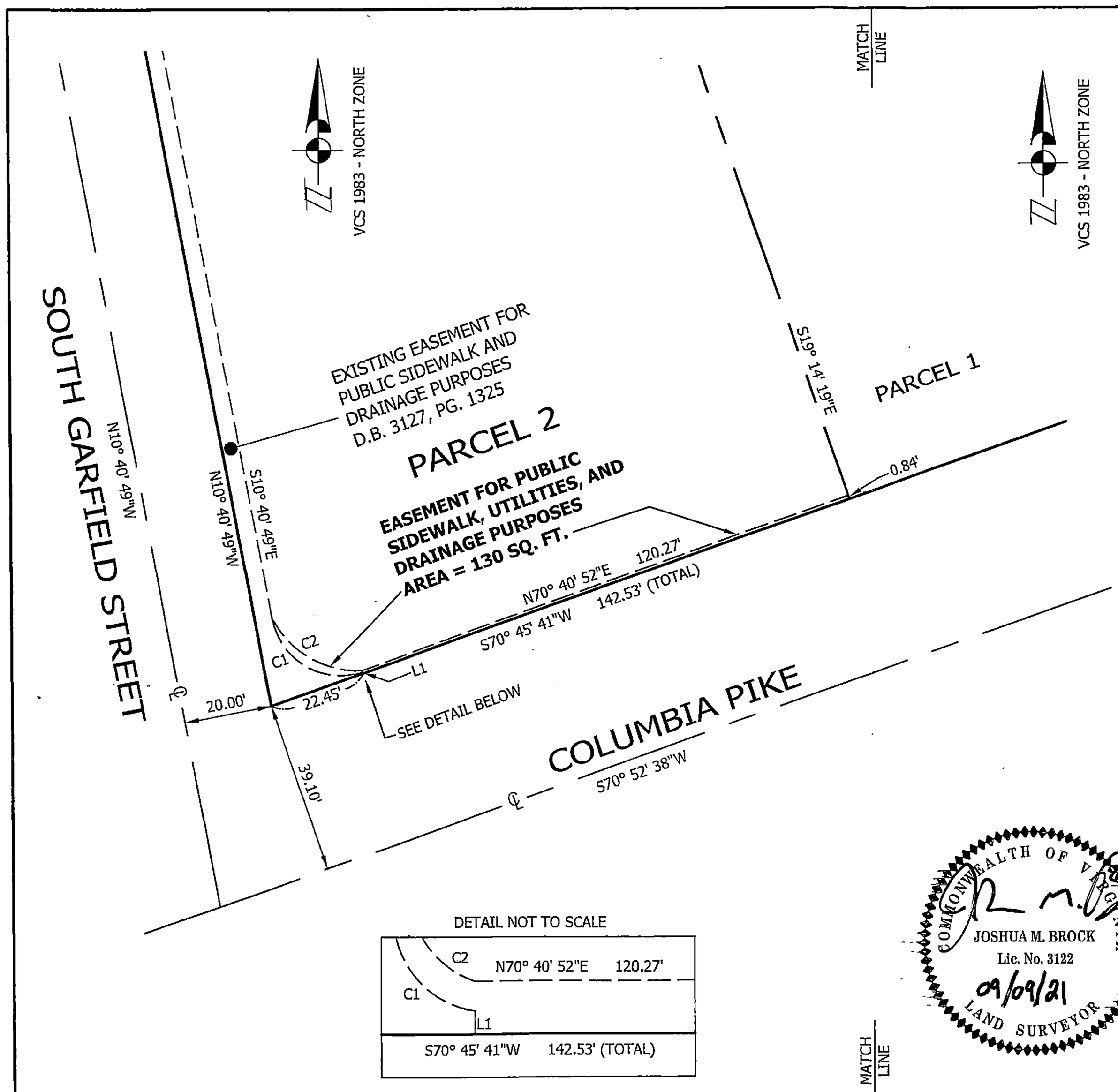
Notary Public: Bruce Mitchell Woodhams
My Commission expires: July 31, 2025
My Registration No.: 7560482

APPROVED AS TO FORM:

_____
Acting COUNTY ATTORNEY

BRUCE MITCHELL WOODHAMS
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
7560482
MY COMMISSION EXPIRES 7/31/25

Project: Columbia Pike Multi Modal Segment D- S., Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25-013-001
Address: 2919 Columbia Pike, Arlington, Virginia



LINE TABLE		
LINE	BEARING	LENGTH
L1	N19° 14' 19"W	0.32'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	16.00'	97°43'52"	27.29'	18.32'	24.10'	N59°32'45"W
C2	22.41'	63°51'17"	24.98'	13.97'	23.71'	S59°44'41"E

DETAIL NOT TO SCALE

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

RPC 25013001
OWNERS: MWD COLUMBIA PIKE, LLC.
D.B. 4638, PG. 1652
LDP VA, LLC.
D.B. 4529, PG. 1546
ADDRESS: 2919 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
09/09/21
LAND SURVEYOR

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
ON
PARCEL 2
CHARLES B. MUNSON ESTATE
D.B. 1188, PG. 83

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\05\RPC 25013001 EASEMENT.DWG		

APPROVED : 9-13-2021
COUNTY SURVEYOR

APPROVED : 9-13-2021
SUBDIVISION & BONDS ADMINISTRATOR

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20200100027502
10/09/2020 11:05:10 AM 1/5
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this 8th day of October, 2020 by **GELMAN ARLINGTON SHOPPING CENTER LLC** ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of One Dollars ($1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), of a portion of Grantor's property, more specifically described as an area of real estate containing approximately **Seventy-five (75)** square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the plans attached hereto and made a part hereof, entitled **"Partial Plan View of Temporary Construction Easement Plan, Columbia Pike Multimodal Street Improvements, 2901-2903 Columbia Pike, RPC 25013002"**, which plans are dated **August 7, 2020** (the "Plans"), said Temporary Easement Area being a portion of the property acquired by the Grantor by deed dated **April 6, 2010,** recorded in the Land Records of the Arlington County Circuit Court in Deed Book 4485 at Page 2543, and more particularly described as:

PARCEL ONE, CONTAINING 18,005 SQUARE FEET AND PARCEL FOUR, CONTAINING 26,351 SQUARE FEET, DIVISION OF THE CHARLES B. MUNSON ESTATE, AS THE SAME IS DULY PLATTED, DEDICATED AND RECORDED AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA IN DEED BOOK 1188, AT PAGE 83 (the "Property").

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25013002
Address: 2920 Columbia Pike, Arlington, VA

V1

(5)

Reference is hereby made to the Plans attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Area of the Temporary Easement hereby conveyed.

Grantee shall have the right to use the Temporary Easement Area for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of **public sidewalk facilities**, including accessories and appurtenances thereto, adjacent to the Temporary Easement Area, as shown on the Plans, and for such other purposes as are incidental and related thereto.

Grantee and its agents shall have full and free use of the Temporary Easement for the purposes named and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easement, including the right of access across the Property to and from the Temporary Easement Area.

Grantor covenants that Grantor is seized of and has the right to convey the Temporary Easement, and that Grantor shall make no use of the Temporary Easement Area which is inconsistent with the Temporary Easement and the associated rights hereby conveyed.

The Temporary Easement conveyed by this document shall commence upon the date of acceptance of this Deed by the Grantee and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the **public sidewalk facilities** within or adjacent to the Temporary Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area on and adjacent to the Temporary Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas on or adjacent to the Temporary Easement Area; (3) replace with nursery stock, all damaged or destroyed trees on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees for one year against damage from the date they are replaced.

This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[Signatures appear on the following page(s)]

GRANTOR: GELMAN ARLINGTON SHOPPING CENTER LLC

BY: _____

NAME: William Miller

TITLE: _____

STATE: District of Columbia,
COUNTY: _____:

The foregoing instrument was acknowledged before me on this 31st day of August, 2020, by William Miller, the _____ of **Gelman Arlington Shopping Center LLC,** Grantor.

Notary Public: _____
My Commission Expires: June 14, 2021
My Registration No.: n/a

LISA E. TELLIGA
NOTARY PUBLIC
DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES 06-14-2021

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25013002
Address: 2920 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ACCEPTED this 8th day of October, 2020 on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726 B.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Mark J Schwartz County Manager, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 8th day of October, 2020

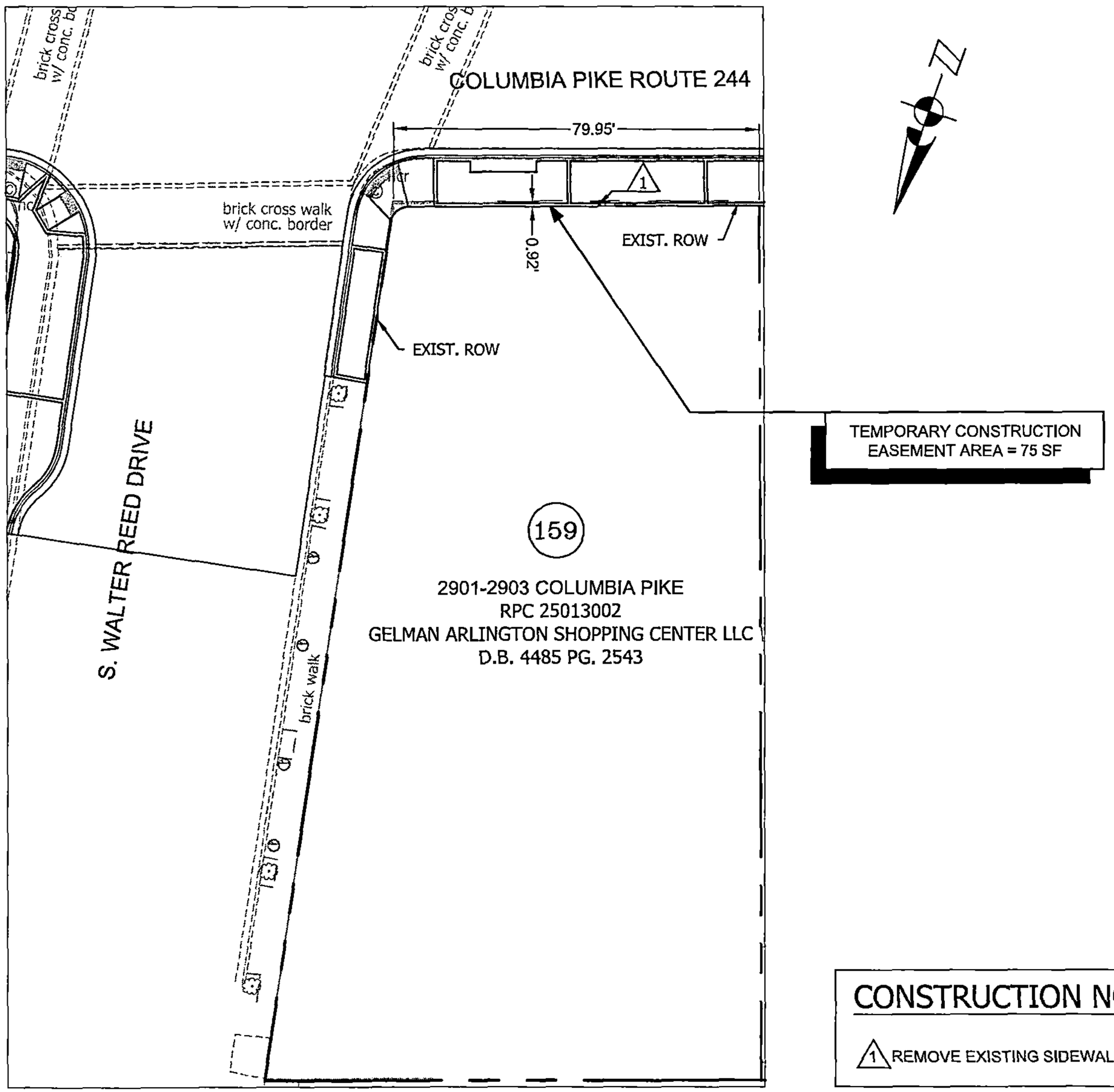
Notary Public: _____
My Commission expires: 1/31/2023
My Registration No.: 148905

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

COMMONWEALTH OF VIRGINIA
LYNNE T. PORRI
NOTARY PUBLIC
REG. #148905
MY COMMISSION EXPIRES
01/31/2023

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25013002
Address: 2920 Columbia Pike, Arlington, VA



CONSTRUCTION NOTES:

1. REMOVE EXISTING SIDEWALK AND INSTALL NEW SIDEWALK WITH BRICK BANDS

Revised: 06/06/2011

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ARLINGTON
VIRGINIA

DEPARTMENT OF
ENVIRONMENTAL SERVICES

Engineering & Capital Projects Division
Engineering Bureau
2100 Clarendon Boulevard, Suite 813
Arlington, VA 22201
Phone: 703.228.3629
Fax: 703.228.3606

Copyright © 2020 Arlington County Virginia - All Rights Reserved

Date

Revisions

PARTIAL PLAN VIEW OF
TEMPORARY CONSTRUCTION
EASEMENT PLAN
COLUMBIA PIKE
MULTIMODAL STREET IMPROVEMENTS

2901-2903 COLUMBIA PIKE
RPC 25013002

Designed:
Drawn:
Checked:

Filename: 010073-D-EASEMENTS-EB-08-07-20[illegible].dh
Path: [illegible]
Plotted: August 07, 2020
Plotted by: Ajoshi

Scale: 1" = 25'

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20200100028134
10/15/2020 10:10:03 AM 1/7
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENTS

This DEED OF EASEMENTS ("Deed") is made this 4th day of October, 20 20, by **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("County" or "Grantee") (together, the "Parties").

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 4461 at Page 75 among the land records of Arlington County, Virginia ("Land Records"), the Grantor is the owner of certain real property, situate and located in Arlington County, Virginia, and more particularly described as follows:

> **Parcels B and C, Penrose Square, as the same appears per Deed of Resubdivision recorded in Deed Book 4249, Page 1774 in the land records of Arlington County, Virginia** (the "Property").

R-2. WHEREAS, it is the desire of Grantor to dedicate, grant, and convey unto the County the following: (1) An easement totaling 1,426 square feet for an Easement for Public Street, Transit, and Utilities Purposes; and (2) An easement totaling 392 square feet for an Easement for Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Purposes; all as hereinafter set forth, described and shown on a plat entitled **"Plat Showing Various Easements on Parcel B Penrose Square D.B. 4249, PG. 1774 Arlington County, Virginia"** dated October 12, 2015, last revised June 18, 2020, approved by the Acting Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Administrator on July 21, 2020, prepared by Rice Associates (the "Plat"), and attached hereto and made a part hereof.

EASEMENT FOR PUBLIC STREET, TRANSIT, AND UTILITIES PURPOSES

THE DEED WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable

Project: Columbia Pike Multi Modal Segment D – S. Courthouse Rd. to S. Garfield St. - Project # DS39 (the "Project")
RPC: 25016013 & 25016014
Address: 2501 9th Rd. S., Arlington, Virginia V1

7

consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby dedicate, grant, and convey unto the County, its successors and assigns, an Easement for Public Street, Transit, and Utilities Purposes over, under, across, and through the Property, described as "Easement for Public Street, Transit, and Utilities Purposes Hereby Granted" in the location and dimensions shown on the Plat (the "Public Street, Transit and Utilities Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement, and relocation of present and future public street, transit, and public and private utilities, including but not limited to: public bus shelters, public bus stops, public transit stops, information module, benches, lean bars, trash cans, recycling receptacles, signage, flag sign with real-time information, elevated platform, raised curb, truncated domes, offboard fare collection equipment, and any related accessories and appurtenances thereto (collectively, "Public Bus Shelter Improvements"), within the area of said Public Street, Transit, and Utilities Easement, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, locate, operate, maintain, improve, update, repair, reconstruct, or replace, and relocate the Public Bus Shelter Improvements, within the aforesaid Public Street, Transit and Utilities Easement area.

1. The Grantor covenants that Grantor is seized of and has the right to dedicate, grant, and convey said Public Street, Transit, and Utilities Easement, and that Grantor shall make no use of the easement areas which is inconsistent with the easement right hereby granted.

2. County agrees that, as soon as practicable after the completion of construction, location, improvement, updating, maintenance, repair, reconstruction, or relocation, replacement or removal of the Public Bus Shelter Improvements within the Public Street, Transit, and Utilities Easement area, the County will, at no cost to Grantor:

   (a) Maintain the Public Street, Transit, and Utilities Easement, including all of the Public Bus Shelter Improvements that may be located therein; and

   (b) Replace with nursery stock all existing trees, plants, shrubbery, and hedges in the Public Street, Transit, and Utilities Easement area that are damaged by the construction, location, maintenance, improvement, updating, repair, reconstruction, relocation, replacement or removal of the Public Bus Shelter Improvements, within or adjacent to the Public Street, Transit, and Utilities Easement area; and

   (c) Guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year, from the date of planting, against loss, except loss caused by act of other or failure to adequately water such nursery stock.

3. All Public Bus Shelter Improvements installed or constructed by the County shall be and shall remain the property of the County. No additional charge shall at any time be made to the County for the portion of the Property used or occupied by the County pursuant to this Deed of Easement. The County shall have all rights and privileges reasonably necessary for the use of the Public Street, Transit, and Utilities Easement, including access thereto.

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, TRAFFIC SIGNAL AND EQUIPMENT AND DRAINAGE PURPOSES

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby dedicate, grant, and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Purposes over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Purposes Hereby Granted" in the location and dimensions shown on the Plat (the "Public Sidewalk, Utilities, Traffic Signal and Equipment and Drainage Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, public and private utilities, traffic signal and equipment, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement, and for such other purposes as are incidental and related thereto. The aforesaid Easement is subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the said Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including the right of access across the Property to and from the Easement area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use the adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building, structure, or facility of a permanent nature on such adjoining land. The County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.

2. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area;

provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area.

3. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area for the purposes named, and does not interfere with the use of the Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area by the County, and/or its agents, permittees, contactors, successors and assigns for the purposes named herein.

4. The Grantor covenants that Grantor is seized of and has the right to dedicate, grant, and convey said Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement, and that Grantor shall make no use of the easement area which is inconsistent with the easement right hereby granted.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easements.

This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

The recitals and exhibits are incorporated into this Deed.

WITNESS the following signature(s):

[*Signatures appear on the following page(s)*]

GRANTOR:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: _____
Name: Timothy D. O'Hora
Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy O'HORA, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 14th day of October, 2020.

Notary Public: _____
My Commission expires: 01/31/2023
My Registration No.: 7502397

DANIELLE C. RUIZ
NOTARY PUBLIC
REG. #7502397
MY COMMISSION EXPIRES
1/31/2023
COMMONWEALTH OF VIRGINIA

Project: Columbia Pike Multi Modal Segment D – S. Courthouse Rd. to S. Garfield St. - Project # DS39 (the "Project")
RPC: 25016013 & 25016014
Address: 2501 9th Rd. S., Arlington, Virginia VI

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 14th day of October, 2020, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on September 12, 2020.

By: _____
Name: Timothy D. O'Horo
Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy O'Horo, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 14th day of October, 2020.

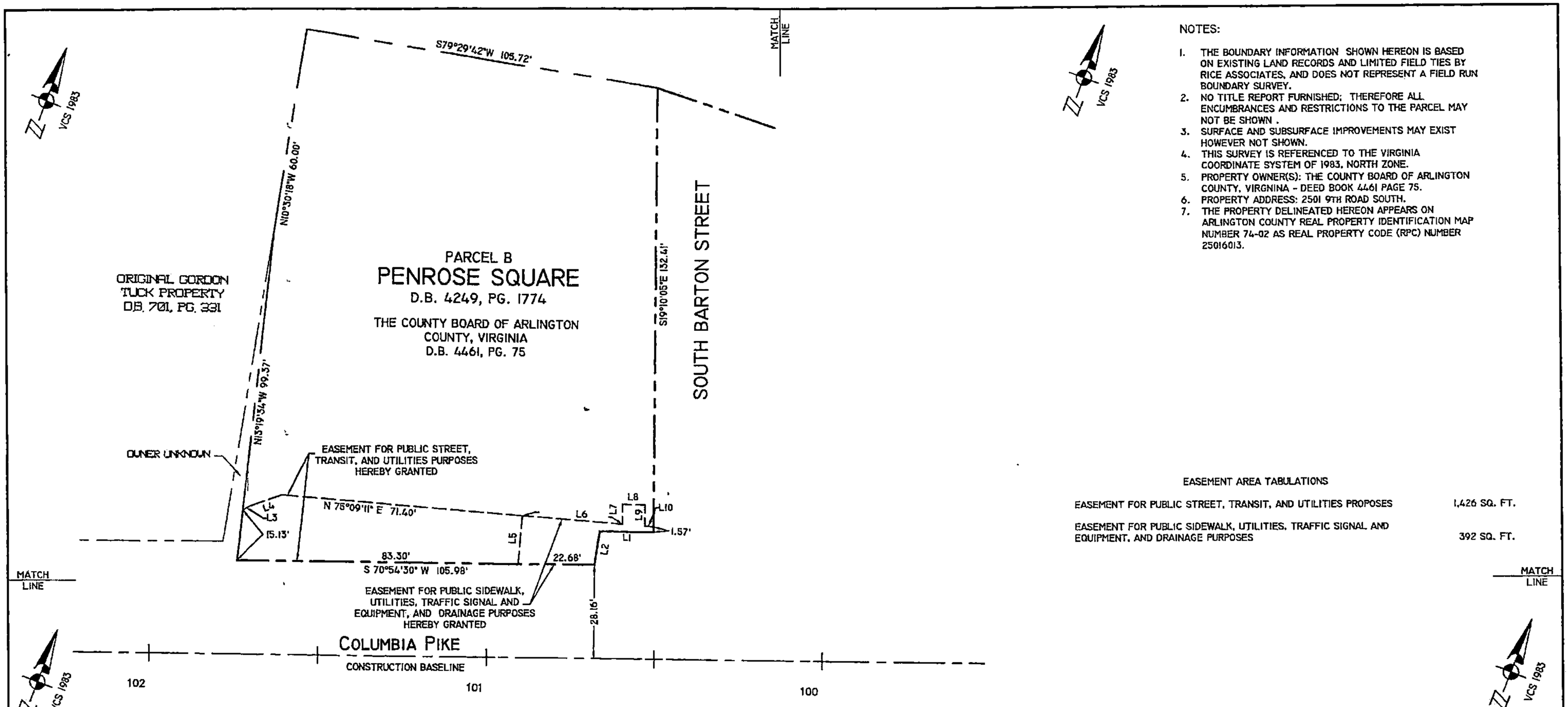
Notary Public: Danielle C. Ruiz
My Commission expires: 01/31/2023
My Registration No.: 7502397

DANIELLE C. RUIZ
NOTARY PUBLIC
REG. #7502397
MY COMMISSION EXPIRES
1/31/2023
COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multi Modal Segment D – S. Courthouse Rd. to S. Garfield St. - Project # DS39 (the "Project")
RPC: 25016013 & 25016014
Address: 2501 9th Rd. S., Arlington, Virginia



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 70°54'30" W	16.16'
L2	S 10°30'18" E	10.11'
L3	N 41°07'59" E	2.64'
L4	N 50°59'11" E	9.94'
L5	S 14°55'34" E	14.50'
L6	N 75°07'34" E	29.91'
L7	N 19°04'28" W	5.97'
L8	N 70°55'32" E	6.83'
L9	S 19°04'28" E	6.48'
L10	N75°07'34"E	2.65'

NOTES:

1. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS AND LIMITED FIELD TIES BY RICE ASSOCIATES, AND DOES NOT REPRESENT A FIELD RUN BOUNDARY SURVEY.
2. NO TITLE REPORT FURNISHED; THEREFORE ALL ENCUMBRANCES AND RESTRICTIONS TO THE PARCEL MAY NOT BE SHOWN .
3. SURFACE AND SUBSURFACE IMPROVEMENTS MAY EXIST HOWEVER NOT SHOWN.
4. THIS SURVEY IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983, NORTH ZONE.
5. PROPERTY OWNER(S): THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGNINA - DEED BOOK 4461 PAGE 75.
6. PROPERTY ADDRESS: 2501 9TH ROAD SOUTH.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 74-02 AS REAL PROPERTY CODE (RPC) NUMBER 25016013.

EASEMENT AREA TABULATIONS

EASEMENT FOR PUBLIC STREET, TRANSIT, AND UTILITIES PROPOSES	1,426 SQ. FT.
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, TRAFFIC SIGNAL AND EQUIPMENT, AND DRAINAGE PURPOSES	392 SQ. FT.

MATCH LINE

COMMONWEALTH OF VIRGINIA
WILLIAM C. LIPPY, JR.
Lic. No. 2887
7-10-2020
LAND SURVEYOR

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 7-21-2020
PLAT EXAMINER

APPROVED: 7-21-2020
SUBDIVISION AND BONDS ADMINISTRATOR
ACTING

MATCH LINE

GRAPHIC SCALE
20 0 20
SCALE: 1" = 20'

PLAT SHOWING
VARIOUS EASEMENTS ON

PARCEL B
PENROSE SQUARE
D. B. 4249, PG. 1774
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 20'	DRAWN BY: KLT	CHECKED BY: LS	DATE : 10-12-2015

REVISED 5-11-2016 UPDATED: 3-25-2020, REVISED 6-18-2020. APPROVED 7-9-2020

CADD FILE : S:\PROJECT\KH1104020\DWG\EASEMENT PLATS\D-25016013-164-REVISED.DWG

RICE ASSOCIATES
Surveying • Photogrammetry • 3-D Laser Scanning
•Subsurface Utility Designation and Mapping
10861 GASKINS WAY MANASSAS, VIRGINIA 20109
(703) 968-3200 FAX (703) 968-2705 • RICESURVEYS.COM

Prepared by and return to:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20210100039184
12/08/2021 03:03:18 PM 1/10
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

RPC NO.: 25-016-012

THIS DEED IS EXEMPT FROM RECORDATION TAX PURSUANT TO VA. CODE § 58.1-811(A)(3)

DEED OF EASEMENT

This DEED OF EASEMENT ("Deed") is made this 8th day of December, 2021, by **PENROSE SQUARE ASSOCIATES, LLC,** a Virginia limited liability company ("Penrose"), Owner, ("Grantor"), **FANNIE MAE, CORPORATE ORGANIZATION,** a corporation organized under the laws of the United States of America ("Fannie Mae"), Lender ("Grantor"), **DANIEL CARRIGAN** ("Carrigan"), Trustee ("Grantor") and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("County") ("Grantee").

****WITNESSETH****

WHEREAS, Penrose is the sole owner and proprietor of a certain parcel or tract of real property, situate and located in Arlington County, Virginia ("Property"), having acquired the Original Property by virtue of a deed recorded in Deed Book 4208 at page 2401, among the land records of Arlington County, Virginia (the "Land Records"); and

WHEREAS, by virtue of that certain Deed of Trust, dated February 13, 2013, recorded among the Land Records in Deed Book 4654, at Page 2491, and assigned to Fannie Mae by virtue of an Assignment of Security Instrument (Multifamily Deed of Trust,

(1)

Assignment of Leases and Rents, Security Agreement and Fixture Filing), recorded among the Land Records in Deed Book 4654 at Page 2514 (the "Fannie Mae Deed of Trust"), the Property was conveyed in trust to Mark S. Shiembob to secure an indebtedness to Fannie Mae as assignee of Prudential Multifamily Mortgage, LLC.

WHEREAS, by a Substitution of Trustee, dated August 3, 2021, recorded among the Land Records as Instrument No. 20210100028794, Mark S. Shiembob was removed as Trustee on the Fannie Mae Deed of Trust, and Daniel Carrigan was appointed as Substitute Trustee.

WHEREAS, hereinafter Fannie Mae will sometimes be referred to as the "Lender", the Fannie Mae Deed of Trust will sometimes be referred to as the "Deed of Trust"; and Carrigan will sometimes be referred to as the "Trustee".

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustee and the Lender, to grant and convey to the County an easement designated as "Easement for Public Sidewalk, Utilities, Traffic Signal Equipment, and Drainage Purposes Area = 41 Sq. Ft.," ("Easement") on a plat entitled "Plat Showing Easement for Public Sidewalk, Utilities, Traffic Signal Equipment, and Drainage Purposes on Parcel A Penrose Square D. B. 4249, PG. 1774 Arlington County, Virginia," Certified on January 11, 2021 and approved by the Arlington County Acting Subdivision & Bonds Administrator on January 11, 2021 (the "Plat"), attached hereto and made a part hereof.

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, TRAFFIC SIGNAL EQUIPMENT, AND DRAINAGE PURPOSES

NOW, THEREFORE, and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the Owner, with the consent and approval of the Trustee and the Lender, does hereby grant and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, Traffic Signal Equipment, and Drainage Purposes (the "Easement"), over, under, across and through the Property, in the location and dimensions shown on the Plat for the purposes of construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation of present or future public sidewalks, utilities, traffic signal equipment, improvements and facilities and drainage improvements and facilities within the said area of the Easement, subject to the following terms and conditions:

1. The County, its agents and public at large, shall have full and free use of the Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including the right of access to and from the Easement area, and the right to use the immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the restoration of paving surfaces, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.

2. The County shall have the right, but not the obligation, to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or in immediate proximity to the Easement area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the restoration of paving surfaces, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Easement area.

3. The Owner reserves the right to use the Easement area in any manner that is not inconsistent with the rights herein conveyed, and does not interfere with the use of the Easement for the purposes named.

4. The Owner covenants that the Owner is seized of and has the right to convey the Easement, and that the Owner shall make no use of the Easement area which is inconsistent with the Easement rights hereby granted.

SUBORDINATION

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee, as authorized to act by the Lender, does hereby subordinate the lien of the Deed of Trust to the Easement granted in this Deed as shown on the Plat.

It is expressly understood that the subordination of the lien of the Deed of Trust to the Easement granted in this Deed shall not otherwise affect the lien of the Deed of Trust, which shall remain in full force and effect.

Property: Parcel A, Penrose Square, RPC #25-016-012, Segment D, 2501 9th Road South, Arlington, Va. 22204

COVENANTS REAL

The Owner, with the consent and approval of the Trustee and the Lender, declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Owner, and with the Trustee and Lender executing solely in their consent capacity, as holder of a security interest in the Property, and is in accordance with the statutes of Virginia and the ordinances in force in Arlington County, Virginia, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto and made a part hereof.

This Deed shall be construed, interpreted and applied according to the law of the Commonwealth of Virginia.

The Recitals are hereby incorporated into this Deed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Property: Parcel A, Penrose Square, RPC #25-016-012, Segment D, 2501 9th Road South, Arlington, Va. 22204

WITNESS the following signatures and seals:

PENROSE SQUARE ASSOCIATES, LLC, a Virginia limited liability company

By: Penrose Manager, LLC,
a Virginia limited liability company
Its Manager

By: _____
Benjamin M. Smith, Jr.
Member Manager

STATE OF Virginia :
COUNTY/CITY OF Arlington :

The foregoing instrument was acknowledged before me this 3rd day of May, 2021 by Benjamin M. Smith, Jr., Member Manager of Penrose Manager, LLC, a Virginia limited liability company, as Manager of Penrose Square Associates, LLC, a Virginia limited liability company.

_____
Notary Public

My commission expires: 12/31/2023

Registration Number: 131081

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Property: Parcel A, Penrose Square, RPC #25-016-012, Segment D, 2501 9th Road South, Arlington, Va. 22204

FANNIE MAE, the corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq. and duly organized and existing under the laws of the United States

By: Michael W. Dick

Name: Michael W. Dick

Title: Assistant Vice President

STATE OF DELAWARE:

COUNTY OF SUSSEX: to-wit

The foregoing instrument was acknowledged before me this 10th day of August, 2021, by Michael W. Dick, Assistant Vice President of **FANNIE MAE,** a corporation organized and existing under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq., and duly organized and existing under the laws of the United States

John A. Reiner

Notary Public

My Commission Expires: Feb 13 2022

Notary Registration Number: 20180213000005

JOHN A. REINER
Notary Public
State of Delaware
My Commission Expires Feb 13, 2022
Commission No. 20180213000005

Property: Parcel A, Penrose Square, RPC #25-016-012, Segment D, 2501 9th Road South, Arlington, Va. 22204

DANIEL J. CARRIGAN, TRUSTEE

COMMONWEALTH OF VIRGINIA:

COUNTY OF Arlington : to-wit

The foregoing instrument was acknowledged before me this 11th day of August, 2021, by **DANIEL J. CARRIGAN**, Trustee.

Notary Public

My commission expires: April 30, 2025

Notary Registration #: 270808

Property: Parcel A, Penrose Square, RPC #25-016-012, Segment D, 2501 9th Road South, Arlington, Va. 22204

The Easements herein conveyed are accepted this 8th day of December, 2021, on behalf of the County Board of Arlington County, Virginia, pursuant to an action of the Board on October 16, 2021.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: _____

Name: Timothy D. O'Hora

Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA:

COUNTY OF ARLINGTON: to-wit

The foregoing instrument was acknowledged before me this 8TH day of December, 2021, by Timothy D. O'Hora, the Acting Real Estate Bureau Chief on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: April 30, 2023

Notary Registration #: 7047023

Michael R. Halewski
Notary Public
Commonwealth of Virginia
My Commission Expires April 30, 2023
Commission ID# 7047023

APPROVED AS TO FORM:

_____
County Attorney

Property: Parcel A, Penrose Square, RPC #25-016-012, Segment D, 2501 9th Road South, Arlington, Va. 22204

VCS 1983 - NORTH ZONE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70° 55' 18"W	6.75'
L2	N19° 04' 42"W	6.00'
L3	N70° 55' 18"E	6.75'
L4	S19° 04' 42"E	6.00'

S. BARTON STREET

N19°13'08"W

N19°13'08"W ℄

PARCEL A

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, TRAFFIC SIGNAL EQUIPMENT, AND DRAINAGE PURPOSES
AREA = 41 SQ. FT.

S70°55'18"W

17.50'

L3

L4

L2

L1

2.41'

41.29'

COLUMBIA PIKE

CONSTRUCTION BASELINE S70°52'38"W ℄

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

MATCH LINE

MATCH LINE

VCS 1983 - NORTH ZONE

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
01/11/21
LAND SURVEYOR

RPC 25016012
OWNERS: PENROSE SQUARE ASSOCIATES, LLC
D.B. 4249, PG. 1774
ADDRESS: 2501 9TH ROAD SOUTH
ARLINGTON, VIRGINIA 22204

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, TRAFFIC SIGNAL EQUIPMENT, AND DRAINAGE PURPOSES
ON
PARCEL A
PENROSE SQUARE
D.B. 4249, PG. 1774

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\02\RPC 25016012 EASEMENT.DWG		

APPROVED : 1-11-2021	APPROVED : 1-11-2021
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR (ACTING)

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20220100007219
04/12/2022 08:59:50 AM 1/16
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENTS AND DEED OF TEMPORARY CONSTRUCTION EASEMENTS

This DEED OF EASEMENTS and DEED OF TEMPORARY CONSTRUCTION EASEMENT ("Deed") is made this 5th day of April, 2022, by **COLUMBIA MANOR, L.C.**, a Virginia limited liability company, and **BENJAMIN M. SMITH, JR., TRUSTEE OF THE BMS JR. 2011 TRUST**, **Lender**, **DAVID C. CANFIELD**, **Trustee**, and **JOSEPH P. CORISH**, **Trustee** (either of whom may act and jointly referred to as **Trustee**), all collectively, **Grantors**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("County"), a body corporate and politic, **Grantee**.

RECITALS

R-1 WHEREAS, by virtue of an instrument recorded in Deed Book 2463, at Page 179 among the land records of Arlington County, Virginia ("Land Records"), the Grantors are the owners of certain real property, situate and located in Arlington County, Virginia known as:

All those certain lots or parcels of land, lying and being in Arlington County, Virginia, and more particularly described as follows:

pt.
Lots 1, 2, 3, 4, 5, 6 and 53 of the subdivision known as Arlington Heights, as the same appears duly dedicated, platted and recorded among the land records of Arlington County, Virginia, in Liber Z, No. 4, at Page 176;

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

1:0

Less and except therefrom the following described parcels of land:

a. The North 50 feet by the full width of Lot 6, conveyed by Julia M. Smith, widow, to George A. Collier and Edith M. Collier, his wife, by deed dated February 20, 1936, recorded among the aforesaid land records in Deed Book 385 at page 577, and by deed dated May 20, 1937, recorded among the aforesaid land records in Deed Book 415 at Page 402, and re-recorded among the aforesaid land records in Deed Book 533 at Page 77;

b. 15.97 square feet of land, more or less, conveyed by Julia M. Smith, widow, to the County Board of Arlington County, Virginia, a body corporate, by deed dated January 7, 1941 and recorded among the aforesaid land records in Deed Book 529 at page 83.

Also described by metes and bounds as follows:

Beginning at a point (marked by a P.K. nail set), said point being at the intersection of the Easterly line of S. Veitch Street with the Northerly line of Columbia Pike; thence with the Easterly line of S. Veitch Street N 06° 00' 00" W 434.06' to a point (marked by a found iron pipe), said point being a Southwesterly corner of Hubbs (now or formerly); thence with the Southerly line of Hubbs (n/f) and the same line continuing with Hooks (n/f) and a Southerly line of S. Courthouse Road N 84° 00' 00" E 220.00' to a point (marked by a P.K. nail set), said point being at the intersection of the Southerly line and a Westerly line of S. Courthouse Road; thence with the said Westerly line of S. Courthouse Road S 06° 00' 00" E 396.18' to a point (marked by a P.K. nail set), said point being at the intersection of the Westerly line of S. Courthouse Road with the Northerly line of Columbia Pike; thence with the said Northerly line of Columbia Pike the following courses and distances: S 84° 00' 00" W 3.00' to a point (marked by a P.K. nail set); thence along a curve to the right (Radius = 5.00', Delta = 81° 12' 00", Tangent = 4.29', Chord = 6.51', Chord Bearing = S 34° 36' 00" W) an arc distance of 7.09' to a point (marked by a P.K. nail set) and S 75° 12' 00" W 215.30' to a point of beginning containing 91,731 square feet of land, more or less ("Property").

R-2 WHEREAS, by virtue of a Deed of Trust, Security Agreement and Assignment of Leases and Rents ("Deed of Trust") recorded among the Land Records as Instrument Number 20200100011946, as amended in Instrument 20210100007244, Owner secured a loan from the Lender on the Property with David C. Canfield and Joseph P. Corish as Trustee, either of whom may act on the Deed of Trust.

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

R-3 WHEREAS, it is the desire of the Grantors, to grant and convey to the County: 1) two easements for public sidewalk, utilities, and drainage purposes in the amounts of 27 Sq. Ft. and 54 Sq. Ft. ("Sidewalk Easements"); and 2) two temporary construction easements in the amounts of 95 Sq. Ft. and 6,165 Sq. Ft. ("Temporary Construction Easements"); all as hereinafter set forth and shown on a plat entitled "Plat Showing Easements for Public Sidewalk Utilities, and Drainage Purposes and Temporary Construction Easements on Part Lot 1 and Lots 2, 3, 4 Arlington Heights D.B. Z-4, PG. 176, Arlington County, Virginia," prepared by the Arlington, Virginia Department of Environmental Services Engineering Bureau – Survey Section, sealed July 26, 2021, and approved by the Arlington County Subdivision and Bonds Administrator on July 28, 2021 (the "Plat"), which Plat is attached hereto and made a part hereof.

EASMENTS FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the County, its successors and assigns, easements for public sidewalk, utilities, and drainage Purposes described on the Plat as: 1) "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 27 SQ.FT.;" and 2) "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 54 SQ.FT.;" in the locations and dimensions shown on the Plat ("Sidewalk Easements"), over, under, across and through the Property, for the purposes of construction, location, maintenance, removal, repair, reconstruction, replacement and relocation of present or future public sidewalks, utilities, and drainage facilities within the said Sidewalk Easements. The aforesaid Sidewalk Easements are subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Sidewalk Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk Easements, including the right of access to and from the Sidewalk Easements areas, and the right to use the immediately adjoining land of the Grantors where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.
2. The County shall have the right, but not the obligation to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Sidewalk Easements; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the repaving and restriping of disturbed parking areas, but not the replacement of structures, trees or obstructions.
3. The Grantors reserve the right to use the Property in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Sidewalk Easements for the purposes named.
4. All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. The Grantee shall have all rights and privileges reasonably necessary for the use of the Sidewalk Easements.
5. The Grantors covenant that they are seized of and has the right to convey the Sidewalk Easements, and that the Grantors shall make no use of the Sidewalk Easements areas which is inconsistent with the Sidewalk Easements rights hereby granted.

EASEMENTS FOR TEMPORARY CONSTRUCTION PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the County, its successors and assigns, easements for temporary construction purposes ("Temporary Construction Easements"), in the locations and dimensions shown and designated as "Temporary Construction Easements Area 1 = 95 Sq. Ft. Area 2 = 6,165 Sq. Ft." on the Plat, for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair of public street, sidewalk, transit station, transit facilities, utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the Temporary Construction Easements areas. The Temporary Construction Easements are subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements areas and the right to use immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining land. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and, if necessary, the repaving and restriping of disturbed parking areas, as determined by the County in its reasonable discretion, but not the replacement of structures, trees or other obstructions.

3. The Grantors reserve the right to make any use of the Temporary Construction Easements areas that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.

4. The Grantors covenant that the Grantors are seized of and have the right to convey the Temporary Construction Easements, and that Grantors shall make no use of the Temporary Construction Easements areas that is inconsistent with the easement rights hereby granted.

5. The Temporary Construction Easements created by this Deed shall begin upon the date of acceptance of this Deed by the County and shall automatically expire upon the completion of the construction of the planned Facilities, as determined by the County, or on an earlier date if the Grantors are so notified in writing by the County.

6. In connection with its construction of the planned Facilities, the County will make those modifications to the Property depicted on the "Proposed Plan" attached hereto and made a part hereof, including shifting the Columbia Pike entrance to the Property, resurfacing of the front parking lot and restriping parking spaces on the front parking areas.

SUBORDINATION

The Trustee, by and with the consent of the Lender, as evidenced by the Lender's signature affixed to this Deed, does hereby acknowledge, agree, and consent that the lien of the Deed of Trust be, and the same is, subordinated to each of the above- described Sidewalk Easements and Temporary Construction Easements and all rights granted by this Deed to the Grantee.

COVENANTS REAL

The Grantors declare that the agreements and covenants stated in this Deed are not covenants personal to the Grantors, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantors and is in accordance with the statutes of Virginia and the ordinances in force in Arlington County, and is approved by the proper authorities as is evidenced by their endorsements on this Deed and said Plat attached hereto and made a part hereof.

Grantors covenant that the Grantors are seized of the Property and has the right to convey this Deed.

This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia.

The Recitals are incorporated into this Deed.

[*Signatures appear on the following page(s)*]

GRANTOR (Owner):

COLUMBIA MANOR, L.C.,
a Virginia limited liability company

By: Peete Brothers Management, LLC,
a Virginia limited liability company
Its Manager

By: _____
Edward C. Peete, Class A Manager

By: _____
David D. Peete, Jr., Class B Manager

By: AGS Management, LLC,
a Virginia limited liability company
Its Manager

By: _____
Leslie S. Ariail, Member Manager

By: _____
Guy M. Gravett, Member Manager

By: _____
Benjamin M. Smith, Jr.,
Member Manager

[Notary acknowledgments appear on the following pages]

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Columbia Manor, L.C., this 21st day of January, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Columbia Manor, L.C., this 21st day of January 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Columbia Manor, L.C., this 21st day of January, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Arlington, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Columbia Manor, L.C., this 21st day of January, 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Benjamin M. Smith, Jr., Member Manager of AGS Management, LLC, in its capacity as Manager of Columbia Manor, L.C., on behalf of the limited liability company, and as Trustee of the BMS Jr. 2011 Trust, this 25th day of January, 2022.

My comm'n exp.: 12/31/2023
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

GRANTOR (Lender):

BMS JR. 2011 TRUST

By: _____
BENJAMIN M. SMITH, JR.,
TRUSTEE

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 25th day of January, 2022 by Benjamin M. Smith, Jr., Trustee of the BMS Jr. 2011 Trust, **Lender**.

_____
Notary Public

My commission expires: 12/31/2023
Notary Registration Number: 131081

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 131081
My Commission Expires Dec 31, 2023

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

GRANTOR (Trustee):

By: _____
DAVID C. CANFIELD,
SOLE ACTING TRUSTEE

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 3rd day of February, 2022, by David C. Canfield, Trustee.

_____
Notary Public

My commission expires: 12/31/22
Notary Registration Number: 7208049

OLIVIA B. NAZAR
COMMONWEALTH OF VIRGINIA
#7208049
COMMISSION EXPIRES
12/31/2022
NOTARY PUBLIC

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 5th day of April, 2022 on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on March 19, 2022.

By: _____

Name: Timothy D. O'Hora

Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy D. O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 5th day of April, 2022

Notary Public: Eileen Feldman

My Commission expires: May 31, 2022

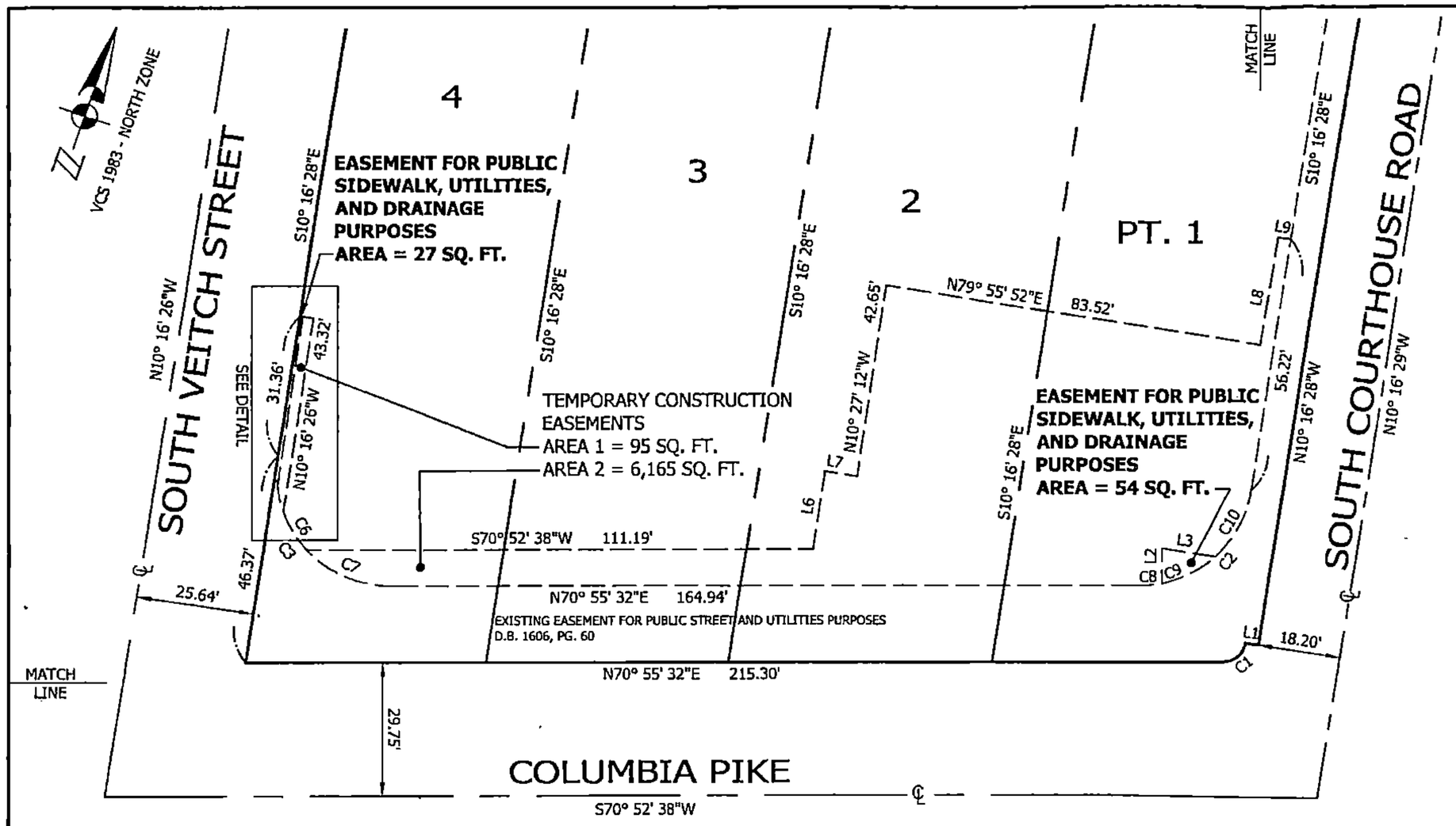
My Registration No.: 7043416

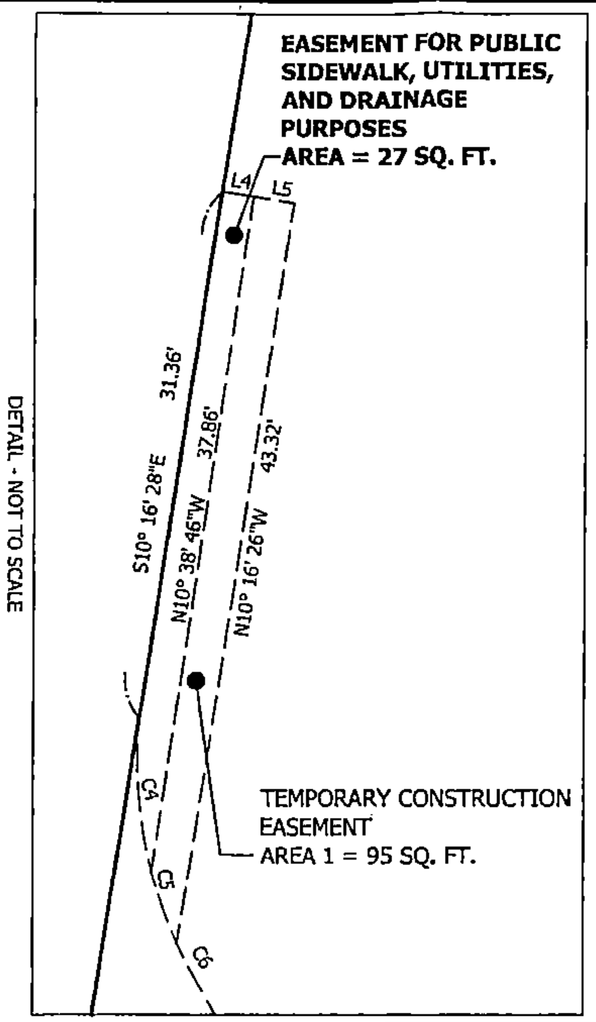
Eileen Feldman
Notary Public
Commonwealth of Virginia
My Commission Expires May 31, 2022
Commission ID# 7043416

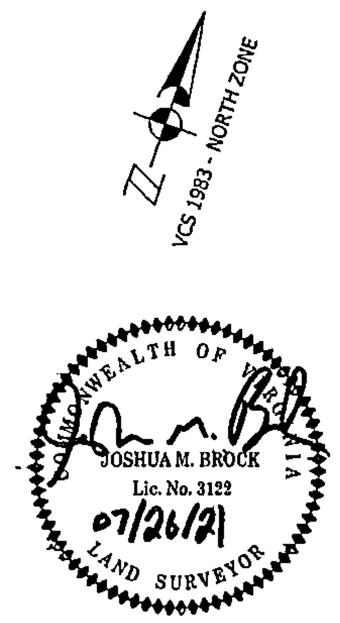
APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia







MATCH LINE

RPC 25019001
OWNER: COLUMBIA MANOR, L.P.
D.B. 2463, PG. 179
ADDRESS: 2121 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

LINE TABLE		
LINE	BEARING	LENGTH
L1	N79° 43' 32"E	3.00'
L2	S19° 07' 22"E	7.79'
L3	S79° 52' 20"W	11.96'
L4	S79° 43' 32"W	0.61'
L5	N79° 43' 32"E	2.43'
L6	S10° 22' 13"E	17.44'
L7	S79° 40' 10"W	7.26'
L8	N09° 48' 58"W	24.17'
L9	N79° 43' 32"E	2.83'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	5.00'	81°12'00"	7.09'	4.29'	6.51'	N30°19'32"E
C2	25.00'	81°12'00"	35.43'	21.43'	32.54'	N30°19'32"E
C3	25.00'	98°48'00"	43.11'	29.17'	37.96'	S59°40'28"E
C4	25.00'	15°04'17"	6.58'	3.31'	6.56'	S17°48'37"E
C5	25.00'	13°30'12"	5.89'	2.96'	5.88'	S32°05'50"E
C6	25.00'	23°05'19"	10.07'	5.11'	10.01'	S50°23'23"E
C7	25.00'	47°08'28"	20.57'	10.91'	19.99'	S85°30'14"E
C8	25.00'	11°20'36"	4.95'	2.48'	4.94'	N65°15'14"E
C9	25.00'	30°38'21"	13.37'	6.85'	13.21'	N44°15'45"E
C10	25.00'	39°13'02"	17.11'	8.91'	16.78'	N09°20'03"E

GRAPHIC SCALE
25 0 25
SCALE: 1" = 25'

MATCH LINE

ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENTS FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON

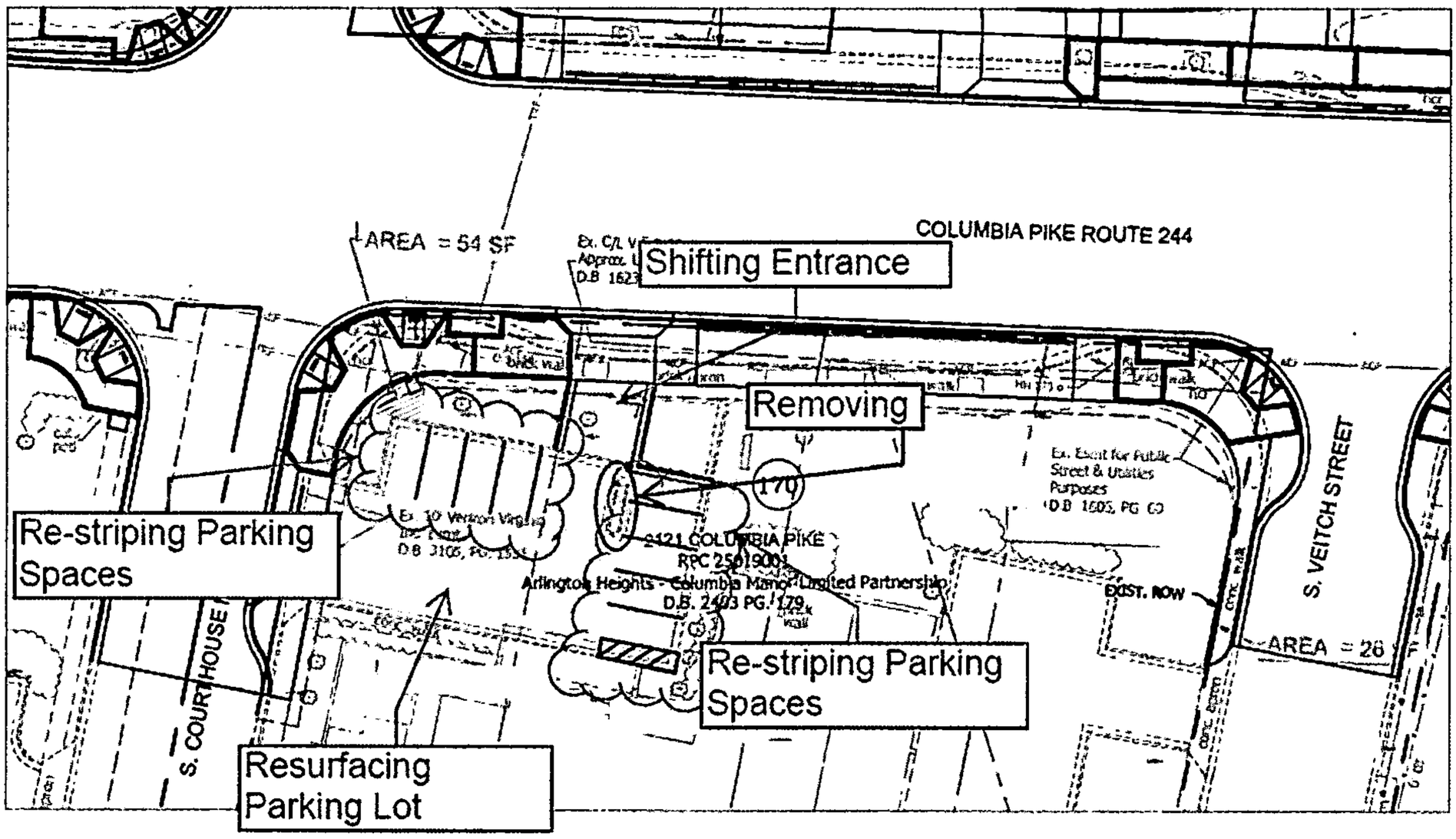
PART LOT 1 AND LOTS 2, 3, 4
ARLINGTON HEIGHTS
D.B. Z-4, PG. 176

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\06\RPC 25019001 EASEMENTS.DWG		

APPROVED : 7-28-2021	APPROVED : 7-28-2021
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR

PROPOSED PLAN



20200100014586
06/25/2020 10:57:04 AM 1/17
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$61.00

7+1C 4

Prepared by:
H. Mark Goetzman, Esq.
Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201
VA Bar #29172

RPC #'s: 32-001-035, 32-001-037, 32-001-038, 32-001-039, 32-001-040, and 32-001-051

DEED OF EASEMENT

This Deed of Easement ("Deed") is made and entered into this 17 day of June, 2020, by and among **FOUR MILE RUN ASSOCIATES, L.C.,** a Virginia limited liability company, Grantor (also called "Four Mile Run"); **BENJAMIN M. SMITH, JR.**, and **DAVID C. CANFIELD**, Trustees of the Testamentary Trust of Benjamin M. Smith, each a Grantor (together, also called "Smith Trustee,"); **2338 COLUMBIA PIKE ASSOCIATES, LLC,** a Virginia limited liability company, Grantor (also called "Columbia Pike Associates," and collectively with Four Mile Run and Smith Trustee, "Owner"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA,** a body corporate and politic, Grantee (also called the "County" or "County Board").

RECITALS

WHEREAS, Columbia Pike Associates acquired certain property, located in Arlington County, Virginia, described as RPC #32001037 in Deed Book 4609 at page 242 (the "Columbia Pike Associates Property"), among the land records of Arlington County, Virginia (the "Land Records"); and

WHEREAS, by Order of Appointment of Trustee, Fiduciary No. 11102, CL15001892-00, entered by the Circuit Court of Arlington County, Virginia on September 25, 2015, David Canfield was appointed Co-Trustee of the Testamentary Trust of

17 + 1 PLAT

Benjamin M. Smith, to serve along with Benjamin M. Smith, Jr. (jointly, "Smith Trustee"); and

WHEREAS, the Smith Trustee acquired certain properties, located in Arlington County, Virginia, described as RPC #32001038 in Deed Book 180 at page 8, Deed Book 837 at page 176 and in WB 84 at page 86, RPC #32001039 in Deed Book 526 at page 158 and in WB 84 at page 86, RPC #32001040 in Deed Book 243 at page 585, in WB 43 at page 51 and in WB 84 at page 86 and RPC #32001051 in Deed Book 2249 at page 1613 (collectively, the "Smith Trustee Property"), among the Land Records; and

WHEREAS, Four Mile Run acquired certain properties, located in Arlington County, Virginia, described as RPC #32001035 in Deed Book 2959 at page 857 (the "Four Mile Run Property," and collectively with the Columbia Pike Associates Property and the Smith Trustee Property, the "Property"), among the Land Records; and

WHEREAS, at a regular meeting on June 18, 2016, the County Board of Arlington County, Virginia approved "U-3436-16-1 Use Permit for the development of 105 multi-family dwelling units and retail uses, ranging from approximately 14,562 to 14,736 square feet, with preservation of existing building facades and modifications for finished floor elevation for ground floor retail, siting specifications, cornice requirements, maximum window sizes and exterior door materials for property located at 2400 Columbia Pike (Rappahannock Coffee)(RPC# 32-001-035, -037, -038, -039, -040, -051 and -056, and northwest portion of 32-023-371)" (the "Use Permit"); and

WHEREAS, at a regular meeting on April 25, 2020, the County Board of Arlington County, Virginia approved an amendment to the Use Permit ("Amended Use Permit") to extend the term of the Use Permit, subject to all previously approved conditions, with

updates to several conditions to create consistency with current Columbia Pike Form Based Code standard language for conditions (collectively, the Use Permit and the Amended Use Permit hereinafter, "Use Permit"); and

WHEREAS, the Use Permit contains several conditions, including Condition Number 55, in which the developer agreed to grant certain permanent easements to the County Board of Arlington County for public sidewalk, utilities, and transit stop purposes; and

WHEREAS, it is the desire of the Owner to create, grant and convey unto the County, easements for public sidewalk, utilities, and transit stop purposes all as hereinafter set forth, described and shown on a plat entitled "Plat Showing Various Easements on Part Lot 5 Curtis B. Graham Estate Deed Book 105, Page 469 Parts Original Property of M. and Eva Ehrhardt Deed Book 180, Page 8 Part Original Property of William and Blanche Hall Deed Book 243, Page 284 Part Parcel A Arlington Village Deed Book 454, Page 14 Original Property of Henry and Sayde Coe Deed Book 526, Page 158 Arlington County, Virginia," prepared by Walter L. Phillips Incorporated, dated May 6, 2020, last revised June 15, 2020 and approved by the Acting Subdivision and Bonds Administrator, Arlington County Department of Environmental Services, Division of Transportation, on June 17, 2020, attached hereto and made a part hereof (the "Plat").

PUBLIC SIDEWALK AND UTILITIES EASEMENTS

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, easements for public sidewalk and utilities purposes (the "Public Sidewalk and Utilities Easements")

over, under, across and through the Property, in the locations and dimensions shown on the Plat and described as "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 3,284 SQ.FT.," "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 836 SQ. FT," "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 706 SQ. FT," and "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 585 SQ.FT.," for the purposes of construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation of present or future public sidewalks and utilities within the said areas of the Public Sidewalk and Utilities Easements. The aforesaid Public Sidewalk and Utilities Easements are subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Public Sidewalk and Utilities Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Public Sidewalk and Utilities Easements, including the right of access to and from the Public Sidewalk and Utilities Easements areas and the right to use the adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation, and, further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land. The County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the areas of the Public Sidewalk and Utilities Easements; provided, however, that the County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the areas of the Public Sidewalk and Utilities Easements.

3. The Owner shall be responsible, at its sole cost and expense, to perform and pay for the continued care, cleaning and maintenance, including snow and ice removal, repair, replacement, installation and removal of the areas of the Public Sidewalk and Utilities Easements and all facilities and improvements installed therein.

4. The Owner shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the areas of the Public Sidewalk and Utilities Easements and the facilities therein by the developer, the County or the Owner.

5. Notwithstanding anything to the contrary contained in this Deed, a temporary fence and gates ("Temporary Improvements") may be constructed in the areas of the Public Sidewalk and Utilities Easements connecting the internal alley on the Property to the adjacent property (Barkley Condominiums, RPC #32-001-PCB), until such time as the County deems it necessary to remove the Temporary Improvements in order to commence construction of the bicycle trail. The gates shall remain unlocked in order

to permit pedestrian ingress and egress through the areas of the Public Sidewalk and Utilities Easements.

6. The Owner reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Public Sidewalk and Utilities Easements areas for the purposes named.

7. The Owner covenants that the Owner is seized of, and has the right to, convey the Public Sidewalk and Utilities Easements, and that Owner shall make no use of the areas of the Public Sidewalk and Utilities Easements that is inconsistent with the Public Use and Utilities Easements rights hereby granted.

TRANSIT STOP EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in addition to the Sidewalk and Utilities Easements granted above, the Owner does hereby create, grant and convey unto the County, its successors and assigns, easements for public transit stop purposes ("Transit Stop Easements") for the purposes of constructing, operating, maintaining, reconstructing, replacing, repairing, and removing of a public transitway stop and related facilities, including accessories and appurtenances thereto, for all forms of multimodal transportation, or any portion thereof, the locations and dimensions shown on the Plat and described as "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 836 SQ. FT" and "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 706 SQ. FT," on the Plat. The Transit Stop Easements are subject to the following terms and conditions:

1. All transit related structures and appurtenant facilities that are installed in the Transit Stop Easements shall be and remain the property of the County, its successors and assigns. No charge shall be made to the County for the use of the Property or for the Transit Stop Easements granted herein.

2. The County, its agents, contractors, successors and assigns, and the public-at-large, shall have full and free use of the Transit Stop Easements for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Transit Stop Easements, including the right of reasonable access to and from the Transit Stop Easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, operation, maintenance, reconstruction, replacement, repair, and removal within the areas of the Transit Stop Easements and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land outside the boundaries of the Transit Stop Easements. Notwithstanding anything to the contrary contained herein, the public-at-large use of the Transit Stop Easements shall be limited to public access for transit purposes.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Transit Stop Easements being conveyed, deemed by the County to interfere with the proper and efficient construction, operation, maintenance, reconstruction, replacement, repair, and removal within the areas of the Transit Stop Easements and maintenance of the Transit Stop Easements; provided, however, that the County at its own expense shall restore, as

nearly as possible, the Property to its original condition, immediately preceding the above-described work, such restoration to include the backfilling of trenches, the replacement of shrubbery, but not the replacement of structures, trees or other obstructions, unless such structures, trees or other obstructions are located wholly outside of the Transit Stop Easements.

4. The Owner shall be responsible, at its sole cost and expense, for keeping the areas of the Transit Stop Easements free and clear of any trash and debris and for year-round cleaning including snow and ice removal.

5. The Owner shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the areas of the Transit Stop Easements and the facilities therein by the developer, the County or the Owner.

6. The Owner reserves the right to make any use of the areas of the Transit Stop Easements in any manner that is not inconsistent with the Transit Stop Easements herein conveyed, and does not interfere with the use of the areas of the Transit Stop Easements by the County for the purposes named herein.

7. The Owner covenants that Owner is seized of and has the right to convey the Transit Stop Easements.

COVENANTS REAL

The Owner declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Owner, proprietors, and trustees, if any of the Property and is in accordance with the statutes of Virginia and the ordinances in force in Arlington County, Virginia, governing the platting and subdivision of land, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto and made a part hereof.

This Deed shall be construed, interpreted and applied according to the law of the Commonwealth of Virginia.

The Recitals are hereby incorporated into this Deed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

2338 COLUMBIA PIKE ASSOCIATES, LLC, a Virginia limited liability company

By: Peete Brothers Management LLC, a Virginia limited liability company, Class A Manager

By: _____
Edward C. Peete, Class A Manager

By: _____
David D. Peete, Jr., Class A Manager

By: _____
Leslie S. Ariail, Class B Manager

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, Class A Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

_____
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by David D. Peete, Jr., Class A Manager of Peete Brothers Management, LLC, Class A Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

_____
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Leslie S. Ariail, Class B Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

FOUR MILE RUN ASSOCIATES, L.C.,
a Virginia limited liability company

By: _____
Howard W. Smith, III,
Group A Manager

By: AGPS (FMRA) Management, LLC,
a Virginia limited liability company,
Group B Manager

By: _____
Leslie S. Ariail, Member Manager

By: _____
Guy M. Gravett, Member Manager

By: _____
Edward C. Peete, Member Manager

By: _____
Benjamin M. Smith, Jr., Member Manager

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17th day of June, 2020, by Howard W. Smith, III, Group A Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

_____
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Leslie S. Ariail, Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Guy M. Gravett, Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by Edward C. Peete, Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by Benjamin M. Smith, Jr., Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

Stephan Ivanoff
Notary Public

My Commission Expires: 10.31.2022
Notary Registration #: 7782609

BENJAMIN M. SMITH, JR., TRUSTEE OF
THE TESTAMENTARY TRUST OF
BENJAMIN M. SMITH

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by BENJAMIN M. SMITH, JR., TRUSTEE OF THE TESTAMENTARY TRUST OF BENJAMIN M. SMITH.

Stephan Ivanoff
Notary Public

My Commission expires: 10.31.2022
Notary Registration Number: 7782609

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

DAVID C. CANFIELD, TRUSTEE OF THE TESTAMENTARY TRUST OF BENJAMIN M. SMITH

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by DAVID C. CANFIELD, TRUSTEE OF THE TESTAMENTARY TRUST OF BENJAMIN M. SMITH.

Notary Public

My Commission expires: 10.31.2022
Notary Registration Number: 7782609

STEPHAN PETKOV IVANOFF
Notary Public
Commonwealth of Virginia
Registration No. 7782609
My Commission Expires Oct 31, 2022

The Easements herein conveyed are accepted this 24th day of June, 2020, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution of the Board on April 25, 2020.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: _____
Name: Timothy D. O'Hora
Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit

The foregoing instrument was acknowledged before me this 24th day of June, 2020, by Timothy O'Hora, the Acting Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

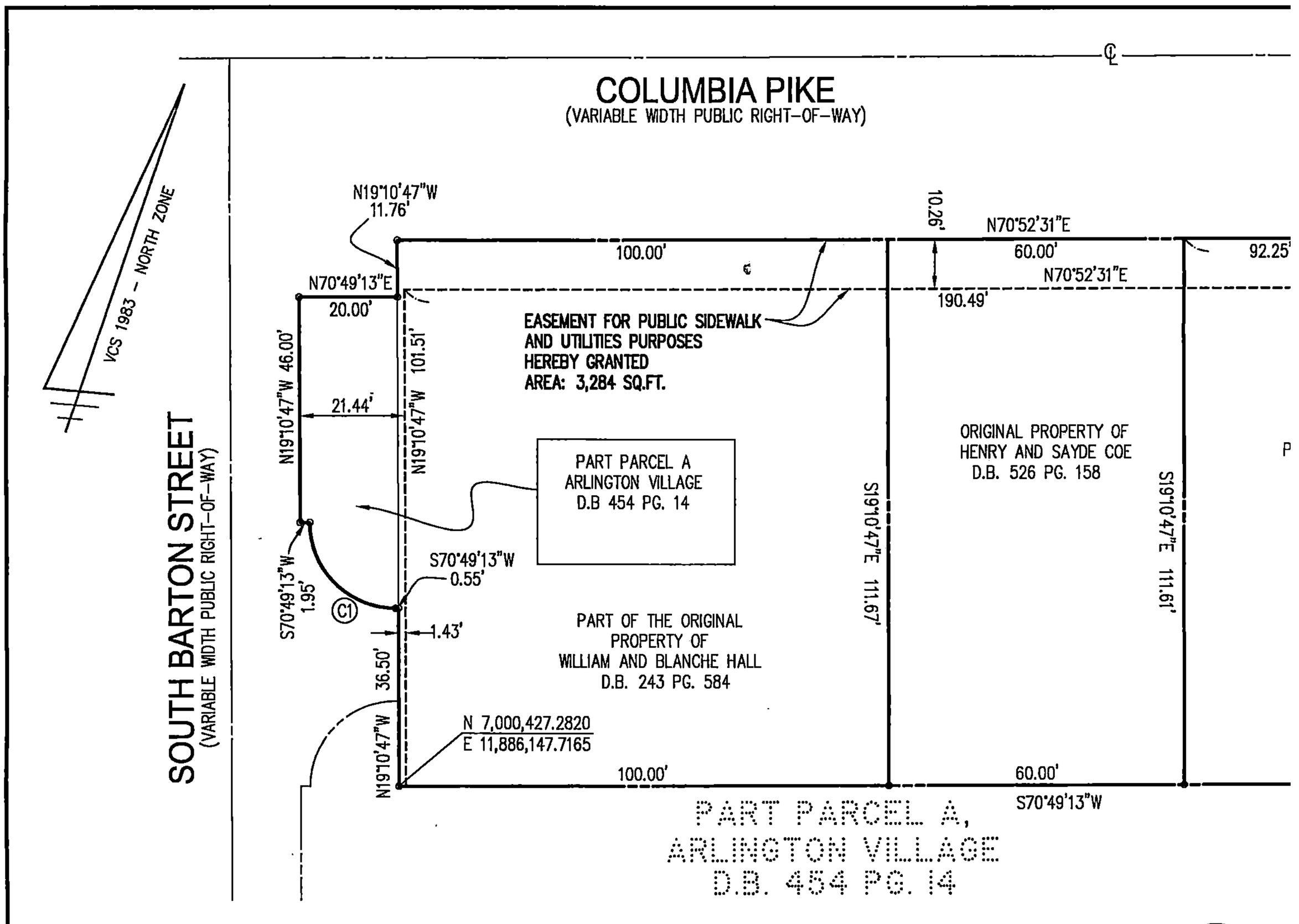
_____
Notary Public

My commission expires: 01/31/2023
Notary Registration No.: 7502397

DANIELLE C. RUIZ
NOTARY PUBLIC
REG. #7502397
MY COMMISSION EXPIRES
1/31/2023
COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM:

_____
County Attorney



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
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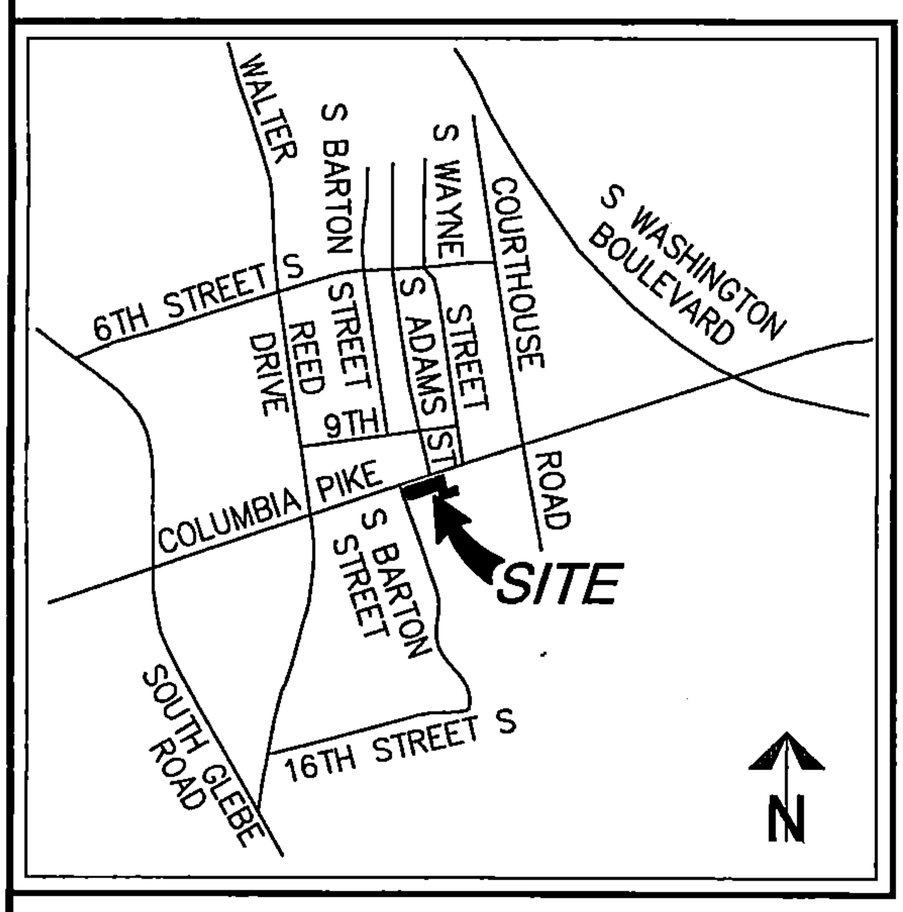


VICINITY MAP SCALE: 1"=2000'

NOTES:

1. THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPETY IDENTIFICATION MAP NUMBER 74-6 AS REAL PROPERTY CODE (RPC) NUMBERS 32001035, 32001037, 32001038, 32001039, 32001040, AND 32001051.

2. THESE PROPERTIES ARE SUBJECT TO ALL DEDICATIONS AND EASEMENTS BENEFITTING ARLINGTON COUNTY, VIRGINIA UNLESS OTHERWISE SHOWN HEREON.

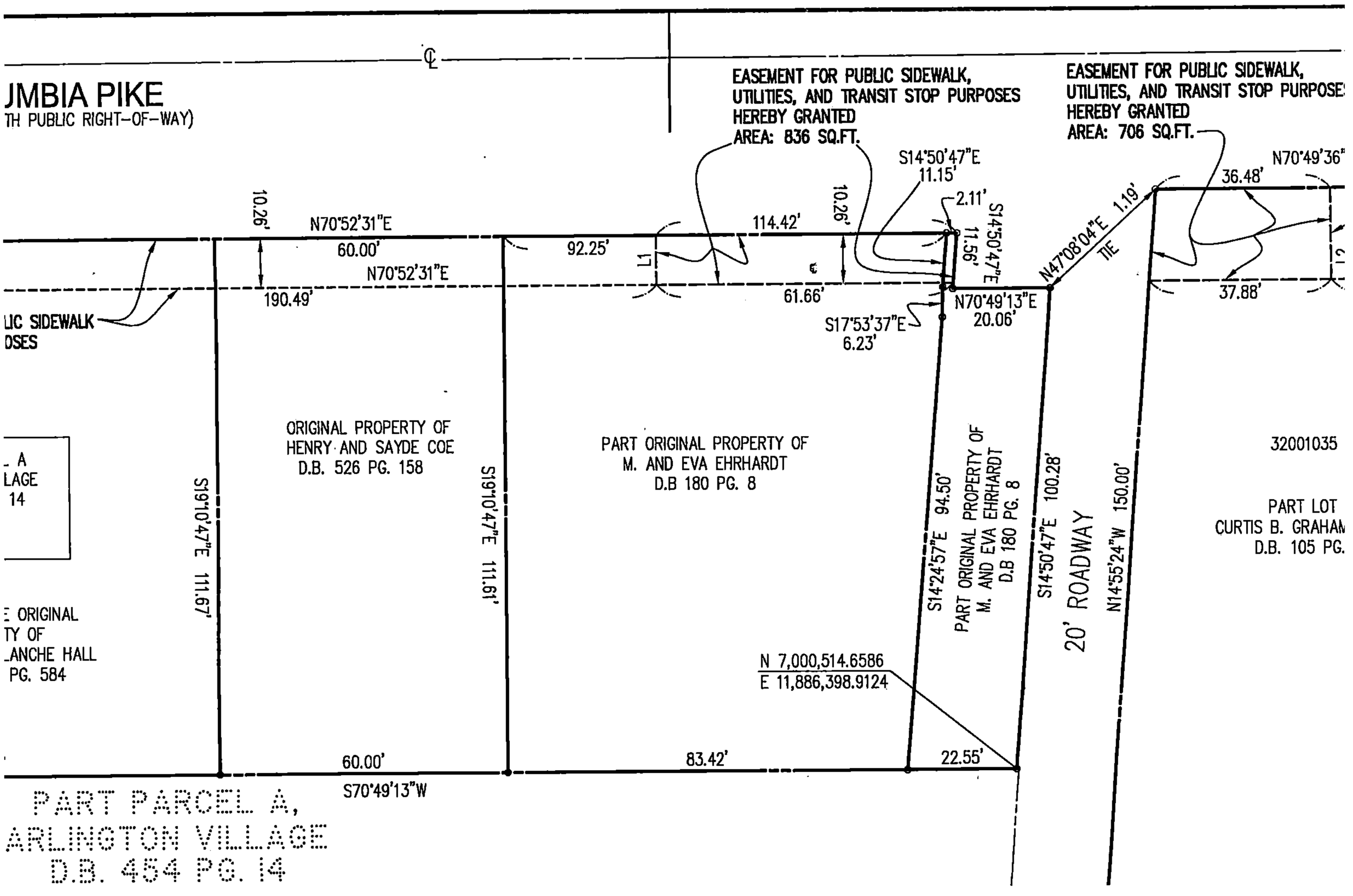
3. THESE PROPERTIES ARE SUBJECT TO THE CONTROL OF USE PERMIT NUMBER U-3436-16-1 APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, ON JUNE 18, 2016, AND APPROVAL OF THIS PLAT NEITHER ENLARGES NOR REDUCES THE OBLIGATIONS IMPOSED BY THIS USE PERMIT, AND ANY AMENDMENTS, AS THEY RELATE TO THESE PROPERTIES. USE PERMIT # U-3436-16-1 IS ON FILE IN THE OFFICE OF THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY, VIRGINIA

4. THIS PLAT IS BASED ON THE BOUNDARY SURVEY BY WALTER L. PHILLIPS, INC. IN JANUARY, 2019.

5. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983. THE SCALE FACTOR USED TO DERIVE THE REFERENCED COORDINATES IS 0.99995758. THE FOOT DEFINITION USED IN THE PERFORMANCE OF THIS SURVEY IS THE U.S. SURVEY FOOT.

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 6-16-2020	APPROVED: 6-17-2020
PLAT EXAMINER	SUBDIVISION AND BONDS ADMINISTRATOR



CHORD	CHORD BEARING
24.75'	N64°10'47"W

2

TES:

THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPETY IDENTIFICATION MAP NUMBER 74-6 AS REAL PROPERTY CODE (RPC) NUMBERS 32001035, 32001037, 32001038, 32001039, 32001040, AND 32001051.

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TAL SERVICES

2020

ADMINISTRATOR

REVISED: JUNE 15, 2020

W
PH
INC

SCALE: 1"

3

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES, AND TRANSIT STOP PURPOSES
HEREBY GRANTED
AREA: 836 SQ.FT.

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES, AND TRANSIT STOP PURPOSES
HEREBY GRANTED
AREA: 706 SQ.FT.

EASEMENT FOR PUBLIC SIDEWALK
AND UTILITIES PURPOSES
HEREBY GRANTED
AREA: 585 SQ.FT.

S14°50'47"E
11.15'

2.11'

S14°50'47"E 11.56'

10.26'

114.42'

61.66'

S17°53'37"E
6.23'

N70°49'13"E
20.06'

N47°08'04"E 1.19'
TIE

N70°49'36"E 67.92'

36.48'

19.09'

L2

37.88'

30.04'

VCS 1983 – NORTH ZONE

IGINAL PROPERTY OF
ID EVA EHRHARDT
.B 180 PG. 8

S14°24'57"E 94.50'

PART ORIGINAL PROPERTY OF
M. AND EVA EHRHARDT
D.B 180 PG. 8

S14°50'47"E 100.28'

20' ROADWAY

N14°55'24"W 150.00'

32001035

PART LOT 5
CURTIS B. GRAHAM ESTATE
D.B. 105 PG. 469

S14°55'24"E 150.00'

PART LOT 5
CURTIS B. GRAHAM ESTATE
D.B. 105 PG. 469

N 7,000,514.6586
E 11,886,398.9124

83.42'

22.55'

LINE TABLE

NO.	BEARING	LENGTH
L1	S19°07'40"E	10.26'
L2	N19°07'16"W	19.02'

COMMONWEALTH OF VIRGINIA
JAMES A. MADISON, JR.
Lic. No.2764
05.06.2020
LAND SURVEYOR

PLAT SHOWING
VARIOUS PUBLIC EASEMENTS
ON
PART LOT 5
CURTIS B. GRAHAM ESTATE
DEED BOOK 105 PAGE 469
PARTS ORIGINAL PROPERTY OF
M. AND EVA EHRHARDT
DEED BOOK 180 PAGE 8
PART ORIGINAL PROPERTY OF
WILLIAM AND BLANCHE HALL
DEED BOOK 243 PAGE 284
PART PARCEL A
ARLINGTON VILLAGE
DEED BOOK 454 PAGE 14
ORIGINAL PROPETY OF
HENRY AND SAYDE COE
DEED BOOK 526 PAGE 158
ARLINGTON COUNTY, VIRGINIA

REVISED: JUNE 15, 2020

WALTER L. PHILLIPS INCORPORATED ESTABLISHED 1945
Engineers • Surveyors • Planners
Landscape Architects • Arborists
207 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 532-6163 Fax (703) 533-1301
www.WLPINC.com

SCALE: 1" = 25' | DATE: MAY 6, 2020 | SHEET: 1 OF: 1

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

20230100000644
01/20/2023 02:17:43 PM 1/13
Doc Type: LREASEMENT:
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENTS

This DEED OF EASEMENT ("Deed") is made this 20th day of January, 2023, by **FILLMORE CENTER LLC,** a limited liability company formed and existing under the laws of the Commonwealth of Virginia ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee" or "County").

WITNESS:

WHEREAS, by virtue of an instrument recorded as Instrument No. 20170100000021 among the land records of Arlington County, Virginia ("Land Records"), the Grantor is the owner of certain real property, situate and located in Arlington County, Virginia, and particularly described in Attachment A (the "Property"); and

WHEREAS, on February 15, 2022, the County Board of Arlington County, Virginia approved U-3605-21-1 Use Permit, in accordance with the Columbia Pike Form Based Code Use, to allow the construction of 247 multi-family dwelling units and approximately 51,000 SF of ground floor commercial space, with modifications for finished floor elevation for the ground floor and siting specifications at the Property, to be known as The Elliott (the "Use Permit Project"); and

WHEREAS, Use Permit U-3605-21-1 (the "Use Permit") contains several conditions, including Condition 22, which requires, among other things, that: the Grantor convey to the County certain real property interests required by the Use Permit in fee simple, or by easement, depending upon the use thereof; all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with the construction of any public street, public infrastructure, public utility, public facility or public improvement be submitted for review by the County Manager, prior to the issuance of the Footing to Grade Permit; all required deeds and plats be approved and recorded among the Land Records of the Circuit Court of Arlington County prior to issuance of the First Partial Certificate of Occupancy or any portion thereof; conveyances for public street or public right-of-way purposes or conveyances of parcels, or portions thereof, shall be in fee simple, free and clear of all liens and encumbrances; and public improvements, where

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25016004, 25016005, 25016010
Address: 2599, 2601 Columbia Pike, Arlington, Virginia

V1

12+
1 plat

not located within the public right-of-way, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, be conveyed to the County by easement; and

WHEREAS, in addition to the aforesaid requirements, Condition 22 of the Use Permit requires the Grantor to convey to the County all property interests required for the construction of the County's Columbia Pike Multi-Modal Project (the "Project"); and

WHEREAS, in accord with Condition 22, and so that the County may install and maintain the improvements included in the Project, it is the desire of the Grantor to grant and convey unto the County: (1) a permanent easement for public sidewalk, utilities and drainage purposes of 3,410 SQ. FT.; (2) permanent easements for public, sidewalk, utilities, and transit purposes of 394 SQ. FT. and 156 SQ. FT., respectively; and (3) temporary construction easements of 331 SQ. FT., 159 SQ. FT., 339 SQ. FT., and 171 SQ. FT., respectively, all as hereinafter set forth, described and shown on a plat entitled **"Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Easements for Public Sidewalk, Utilities and Transit Purposes Temporary Construction Easements on Properties of I.S. Burka, Harry Burka, and William S. Banks D.B. 1444, PG. 376; D.B. 1607, PG. 113; D.B. 1607, PG. 116 Arlington County, Virginia"** dated April 19, 2022, approved by the Arlington County Subdivision and Bonds Administrator on April 19, 2022 (the "Plat"), and attached hereto and made a part hereof.

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES

THIS DEED WITNESSETH, in consideration of the sum of Ten Dollars ($10.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, and Drainage Purposes over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities, and Drainage Purposes Area = 3,410 SQ. FT. " in the location and dimensions shown on the Plat (the "Sidewalk Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, utilities, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Sidewalk Easement, and for such other purposes as are incidental and related thereto. The aforesaid Sidewalk Easement is subject to the following terms and conditions:

1. This conveyance shall not obligate or require the County to maintain the sidewalk within the Sidewalk Easement area; such obligation shall be the responsibility of the Grantor.

2. The County and its agents shall have full and free use of the said Sidewalk Easement area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk Easement, including the right of access across the Property to and from the Sidewalk Easement area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building or structure. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees, or obstructions.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Sidewalk Easement area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Sidewalk Easement area.

4. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Sidewalk Easement area for the purposes named.

5. The Grantor covenants that Grantor is seized of and has the right to convey the said Sidewalk Easement, and that Grantor shall make no use of the easement areas which is inconsistent with the easement rights hereby granted.

EASEMENTS FOR PUBLIC SIDEWALK, UTILTIES, AND TRANSIT PURPOSES

THE DEED FURTHER WITNESSETH, in consideration of the sum of Ten Dollars ($10.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, easements for public sidewalk, utilities, and transit purposes in the locations shown and designated on the Plat as: (1) "Easement for Public Sidewalk, Utilities, and Transit Purposes Area 1 = 394 SQ. FT.," and (2) "Easement for Public Sidewalk, Utilities, and Transit Purposes Area 2 = 156 SQ. FT.," over, under, across, and through the Property (collectively, the "Sidewalk and Transit Easements") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement, and relocation of present and future public sidewalk and utilities facilities, as well as transit facilities, including but not limited to: public sidewalk, curb, utilities facilities, a public bus shelter,

a public bus stop, a public transit stop, bicycle racks, bicycle sharing facilities, street furniture, trash receptacles and signage, and any related accessories and appurtenances thereto (transit facilities collectively, "Public Bus Shelter Improvements"), within the area of said Sidewalk and Transit Easements, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, locate, operate, maintain, improve, update, repair, reconstruct, or replace, and relocate the Public Bus Shelter Improvements, within the areas of the aforesaid Sidewalk and Utilities Easements. The aforesaid Sidewalk and Transit Easements are subject to the following terms and conditions:

1. This conveyance shall not obligate or require the County to maintain the sidewalk within the areas of the Sidewalk and Transit Easements; such obligation shall be the responsibility of the Grantor.

2. The County and its agents shall have full and free use of the areas of the said Sidewalk and Transit Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk and Transit Easements, including the right of access across the Property to and from the Sidewalk and Transit Easements, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees, or obstructions.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the areas of the Sidewalk and Transit Easements; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the areas of the Sidewalk and Transit Easements.

4. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed or does not interfere with the use of the areas of the Sidewalk and Transit Easements for the purposes named.

5. The Grantor covenants that Grantor is seized of and has the right to convey the said Sidewalk and Transit Easements, and that Grantor shall make no use of the easement areas which is inconsistent with the easement rights hereby granted.

6. All Public Bus Shelter Improvements installed or constructed by the County shall be and shall remain the property of the County. No additional charge shall at any time be made to the County for the portion of the Property used or occupied by the County pursuant to this Deed of Easements. The County shall have all rights and privileges

reasonably necessary for the use of the Sidewalk and Transit Easements, including access thereto.

TEMPORARY CONSTRUCTION EASEMENTS

THE DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, temporary construction easements, in the locations shown and designated on the Plat as: (1) "Temporary Construction Easements Area 1 = 331 SQ. FT."; (2) "Temporary Construction Easements Area 2 = 159 SQ. FT."; (3) "Temporary Construction Easements Area 3 = 339 SQ. FT."; and (4) "Temporary Construction Easements Area 4 = 171 SQ. FT." (collectively, the "Temporary Construction Easements"), over, under, across, and through the Property for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, location, addition, alteration, replacement, expansion, relocation, removal and repair of public streets, curb and gutter, sidewalks, retaining walls, public utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the areas of the Temporary Construction Easements. The Temporary Construction Easements are subject to the following terms and conditions:

1. The County and its agents and assigns shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements and the right to use adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during period of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining lands. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property. Further, the County shall repair or restore any damage to landscaping or improvements on the Property, including adjoining land.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the areas of the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the Facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises and any

adjoining land used by the County to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns.

3. The Temporary Construction Easements granted in this Deed shall not interfere with the limits of construction for the proposed building for the Use Permit Project above or below grade as long as Grantor is diligent in pursuing construction of the Use Permit Project per the terms of the Use Permit.

4. The Grantor reserves the right to make any use of the Temporary Construction Easements that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.

5. The Temporary Construction Easements conveyed by this document shall commence upon the date of acceptance of this Deed by the Grantee and shall automatically become null and void upon completion of the Project on the Property, either by the Grantor or the County, whichever is the earlier to occur, or on an earlier date if Grantor is so notified in writing by Grantee.

6. Grantor covenants that Grantor is seized of and has the right to convey the Temporary Construction Easements, and that Grantor shall make no use of the areas of the Temporary Construction Easements which is inconsistent with the Temporary Construction Easements and the associated rights hereby conveyed.

COVENANTS REAL

The Grantor declares that the agreements and covenants stated in this Deed are not covenants personal to the Grantor, but are covenants real, running with the land.

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantor and is in accordance with the statutes of Virginia and the ordinances in force in Arlington County and is approved by the proper authorities as is evidenced by their endorsements on said Deed and Plat attached hereto and made a part hereof.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Sidewalk Easement and Temporary Construction Easements.

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

The Grantor acknowledges that the plans for the Project have been fully explained and made available to the Grantor for its review.

The Recitals are hereby incorporated into this Deed.

WITNESS the following signature(s):

[*Signatures appear on the following page(s)*]

GRANTOR:

FILLMORE CENTER LLC,
a limited liability company formed and existing under the laws of the Commonwealth of Virginia

By: _____

Title: Manager

State: Virginia
County: City of Alexandria

The foregoing instrument was acknowledged before me on this 1st day of November, 2022, by Harald Mangold, who is the Manager of **Fillmore Center LLC**, a limited liability company formed and existing under the laws of the Commonwealth of Virginia, Grantor.

Notary Public: _____
My Commission expires: 12/31/26
My Registration No.: 7987742

MICHAEL E MOORE
Notary Public - Reg. # 7987742
Commonwealth of Virginia
My Commission Expires Dec. 31, 2026

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25016004, 25016005, 25016010
Address: 2599, 2601 Columbia Pike, Arlington, Virginia

FILLMORE CENTER LLC,
a limited liability company formed and existing under the laws of the Commonwealth of Virginia

By: _____

Title: Manager

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 3rd day of November, 2022, by Sharon Burke, who is the Manager of **Fillmore Center LLC**, a limited liability company formed and existing under the laws of the Commonwealth of Virginia, Grantor.

Notary Public: Kathleen T. Stanley
My Commission expires: Jan 31 2026
My Registration No.: 7579773

KATHLEEN T. STANLEY
NOTARY PUBLIC
REG. #7579773
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 01/31/2026

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25016004, 25016005, 25016010
Address: 2599, 2601 Columbia Pike, Arlington, Virginia

FILLMORE CENTER LLC,
a limited liability company formed and existing under the laws of the Commonwealth of Virginia

By: _____

Title: MANAGER

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 31st day of January, 2023, by Susan Walsh, who is the Manager of **Fillmore Center LLC**, a limited liability company formed and existing under the laws of the Commonwealth of Virginia, Grantor.

Notary Public: Kathleen T. Stanley
My Commission expires: Jan 31 2026
My Registration No.: 7579773

KATHLEEN T. STANLEY
NOTARY PUBLIC
REG. #7579773
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 01/31/2026

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25016004, 25016005, 25016010
Address: 2599, 2601 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 20th day of January, 2023, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on October 15, 2022.

By: _____
Name: Timothy D. O'Hora
Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy D. O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 20th day of January, 2023

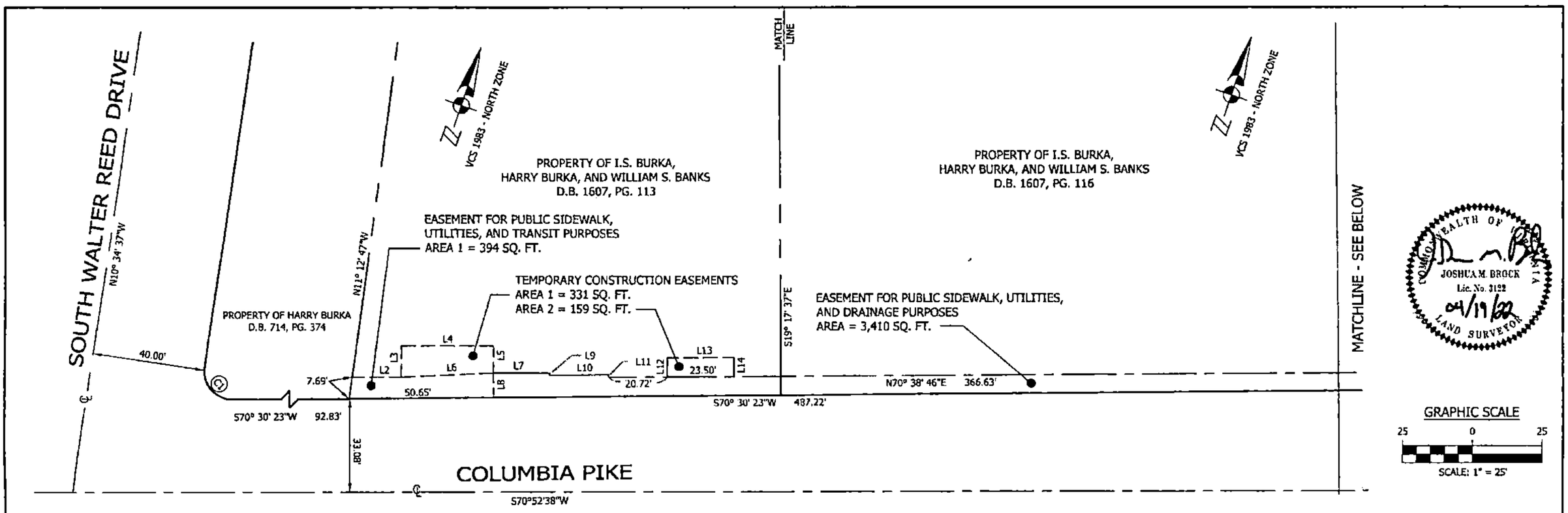
Notary Public: _____
My Commission expires: March 31, 2024
My Registration No.: 346474

Troy Cordell Harris
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2024
Commission ID# 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project # DS40 (the "Project")
RPC: 25016004, 25016005, 25016010
Address: 2599, 2601 Columbia Pike, Arlington, Virginia



CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	10.00'	98°55'00"	17.26'	11.69'	15.20'	S60°02'07"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N10° 30' 17"W	3.03'
L2	N71° 05' 29"E	17.24'
L3	N18° 54' 31"W	11.00'
L4	N71° 05' 29"E	32.34'
L5	S18° 54' 31"E	9.46'
L6	N68° 21' 50"E	32.37'
L7	N70° 55' 32"E	19.55'
L8	S19° 07' 22"E	8.65'
L9	S18° 59' 56"E	0.79'
L10	N70° 25' 08"E	20.70'
L11	S20° 56' 34"E	0.96'
L12	S19° 23' 17"E	6.73'
L13	S70° 36' 43"W	23.50'
L14	S19° 23' 17"E	6.74'
L15	S19° 52' 45"E	7.00'
L16	N19° 07' 52"W	4.16'

LINE TABLE		
LINE	BEARING	LENGTH
L17	N70° 52' 08"E	5.00'
L18	S19° 07' 52"E	4.08'
L19	N70° 07' 15"E	32.29'
L20	S19° 52' 45"E	6.30'
L21	N70° 21' 51"E	14.56'
L22	N22° 42' 48"W	0.61'
L23	N70° 44' 43"E	11.27'
L24	S19° 22' 32"E	0.64'
L25	S19° 15' 23"E	5.00'
L26	S71° 01' 32"W	28.44'
L27	S19° 11' 06"E	7.00'
L28	N75° 02' 52"E	28.51'
L29	N70° 48' 54"E	2.24'
L30	S70° 48' 54"W	23.48'
L31	S19° 07' 22"E	6.85'

RPC 25016004, 25016005, 25016010
OWNER: FILLMORE CENTER LLC
INSTRUMENT #20170100000021
ADDRESS: 2599, 2601 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
AND
EASEMENTS FOR PUBLIC SIDEWALK, UTILITIES, AND TRANSIT PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON
PROPERTIES OF
I.S. BURKA, HARRY BURKA, AND WILLIAM S. BANKS
D.B. 1444, PG. 376
D.B. 1607, PG. 113
D.B. 1607, PG. 116

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : JMB	CHECKED BY : RLF
CADD FILE : PLATS\MAP 74\05\RPC 25016004 ET AL EASEMENTS.DWG		
APPROVED : 4-19-2022 COUNTY SURVEYOR		APPROVED : 4-19-2022 SUBDIVISION & BONDS ADMINISTRATOR

SOUTH WALTER REED DRIVE

PROPERTY OF I.S. BURKA,
HARRY BURKA, AND WILLIAM S. BANKS
D.B. 1607, PG. 113

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES, AND TRANSIT PURPOSES
AREA 1 = 394 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENTS
AREA 1 = 231 SQ. FT.
AREA 2 = 159 SQ. FT.

PROPERTY OF I.S. BURKA
HARRY BURKA, AND WILLIAM S. BANKS
D.B. 1607, PG. 116

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES,
AND DRAINAGE PURPOSES
AREA = 3,410 SQ. FT.

MATCHLINE - SEE BELOW

COLUMBIA PIKE

JOSHUA M. BROCK
LICENSE NO. 2122
04/19/22
CIVIL SURVEYOR

GRAPHIC SCALE

MATCHLINE - SEE ABOVE

PROPERTY OF I.S. BURKA,
HARRY BURKA, AND WILLIAM S. BANKS
D.B. 1607, PG. 116

TEMPORARY CONSTRUCTION
EASEMENTS
AREA 3 = 139 SQ. FT.
AREA 4 = 171 SQ. FT.

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES, AND DRAINAGE PURPOSES
AREA = 3,410 SQ. FT.

PROPERTY OF I.S. BURKA,
HARRY BURKA, AND WILLIAM S. BANKS
D.B. 1444, PG. 376

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES, AND TRANSIT PURPOSES
AREA 2 = 156 SQ. FT.

PENROSE SQUARE
D.B. 1339, PG. 1771

COLUMBIA PIKE

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	1.4'	45°00'00"	1.1'	0.6'	1.1'	S66°07'53"E

LINE TABLE

LINE	BEARING	LENGTH
L1	N/A	17.12'
L2	N/A	17.24'
L3	N/A	13.56'
L4	N/A	4'
L5	N/A	11'
L6	N/A	3.37'
L7	N/A	19.55'
L8	N/A	6.5'
L9	N/A	6.5'
L10	N/A	20.70'
L11	N/A	6.96'
L12	N/A	4'
L13	N/A	25.56'
L14	N/A	5.71'
L15	N/A	3.26'
L16	N/A	8.12'

LINE TABLE

LINE	BEARING	LENGTH
L1	N/A	6'
L2	N/A	4.13'
L3	N/A	4.29'
L4	N/A	6.53'
L5	N/A	24.62'
L6	N/A	4'
L7	N/A	11.27'
L8	N/A	6.64'
L9	N/A	6.64'
L10	N/A	20.44'
L11	N/A	7.69'
L12	N/A	20.51'
L13	N/A	2.24'
L14	N/A	26.18'
L15	N/A	4.88'

MATCHLINE - SEE ABOVE

ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
AND
EASEMENTS FOR PUBLIC SIDEWALK, UTILITIES, AND TRANSIT PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON
PROPERTIES OF
I.S. BURKA, HARRY BURKA, AND WILLIAM S. BANKS

ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 20' DRAWN BY: MB CHECKED BY: MP

APPROVED: 4.19.2022

COUNTY SURVEYOR SUBDIVISION & BONDS ADMINISTRATOR