**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

20200100036556
12/16/2020 12:49:26 PM 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

MIN 100052550369754147
Tel. 888-679-MERS

# DEED OF EASEMENT AND SUBORDINATION

This DEED OF EASEMENT AND SUBORDINATION ("Deed") is made this 6th day of August, 2020, by **BRITTANY L. WILLIAMS** and **TAN HAO** (together, "Grantors"); **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), (solely as nominee for Flagstar Bank, FSB** (the "Noteholder"); and **PROFESSIONAL FORECLOSURE CORPORATION OF VIRGINIA**, Trustee (the "Trustee"); and

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the sum of Three Thousand Seven Hundred Three and 00/100 Dollars ($3,703.00) 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, Grantors do hereby grant and convey unto Grantee a perpetual easement for public **sidewalk, utilities and drainage** purposes (the "Easement") over, under, upon and across **ninety-seven (97)** 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 Various Easements on Part Lot 1, Gray's**



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, Virginia

V1

11

15, 2020 by William G. Lippy, Jr., Land Surveyor, and approved on April 17, 2020 by the Acting Subdivision and Bonds Administrator of the Arlington County Department of Environmental Services (the "Plat"), said Easement Area being a portion of the same property acquired by Grantors by deed dated **June 22, 2011,** recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4468** at Page **79**, and more particularly described on Exhibit A attached hereto and made a part hereof (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** facilities, including accessories and appurtenances thereto, adjacent to 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 Grantors 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 Grantee to erect any building, structure or facility of a permanent nature on such adjoining land.

Grantors covenant Grantors 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 drainage** facilities within the Easement Area, Grantee will, at no cost to Grantors: (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 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 and shrubs on 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; (4) guarantee any new nursery stock such as trees and shrubs for one year against damage from the date of planting; and (4) if damaged during construction, replace fence and gate to match in kind.

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.

**SUBORDINATION**

FURTHER WITNESSETH, THAT FOR AND IN CONSIDERATION OF the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MERS, solely as nominee for the Noteholder, its successors and assigns, and the Trustee, by and with the consent of the Noteholder, as evidenced by the Noteholder's signature affixed to this Deed, do hereby acknowledge, agree, and consent that the lien of the Deed of Trust, dated October 26, 2012, and recorded in the Land Records of the Arlington County, Virginia Circuit Court in Deed Book 4618, Page 1550, be, and the same is, subordinated to each of the above described Easements and all rights granted by this Deed to Grantee.

**COVENANTS REAL**

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

WITNESS the following signature(s):

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

**GRANTOR:**

B L W

**BRITTANY L. WILLIAMS**

State: MARYLAND
County: ANNE ARUNDEL

The foregoing instrument was acknowledged before me on this 6TH day of AUGUST, 2020 by **Brittany L. Williams**, Grantor.

Notary Public:
My Commission expires:
My Registration No.:

JAMES S. BLACK
Notary Public-Maryland
Anne Arundel County
My Commission Expires
January 15, 2021

SEAL



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, Virginia

V1

**GRANTOR:**

**TAN HAO**

State: MARYLAND
County: ANNE ARUNDEL

The foregoing instrument was acknowledged before me on this 5TH day of AUGUST, 20 20, by **Tan Hao**, Grantor.

Notary Public: _____
My Commission expires: _____
My Registration No.: _____

SEAL



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, Virginia

**NOTEHOLDER:**

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

By: Denise McLaurin
Name: Denise McLaurin
Title: AVP

State: Mississippi
County: Lamar

The foregoing instrument was acknowledged before me on this 27th day of August, 2020, by Denise McLaurin who is AVP, on behalf of Mortgage Electronic Registration Systems, Inc., Noteholder.

Notary Public: Tracey A. Whisenhunt
My Commission expires: 1-3-2023
My Registration No.: 97941

[SEAL]

STATE OF MISSISSIPPI
TRACEY A. WHISENHUNT
ID No. 97941
Com. Exp. 01-03-2023
NOTARY PUBLIC
GREENE COUNTY



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, Virginia

**TRUSTEE:** Professional Foreclosure Corporation of Virginia

Name: _____
Angela Lockette - Secretary

State: Virginia
County: Prince William

The foregoing instrument was acknowledged before me on this 8th day of September, 2020 by Angela Lockette, Trustee.

Notary Public: _____
My Commission expires: 07/31/2024
My Registration No.: 259746

[SEAL]

Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, Virginia

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this 16th day of December, 20 20, 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 17, 20 20.

By: Timothy D. O'Hora
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 Acting Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 16th day of December, 20 20

Notary Public: Jessica R. Perkins
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 C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, Virginia

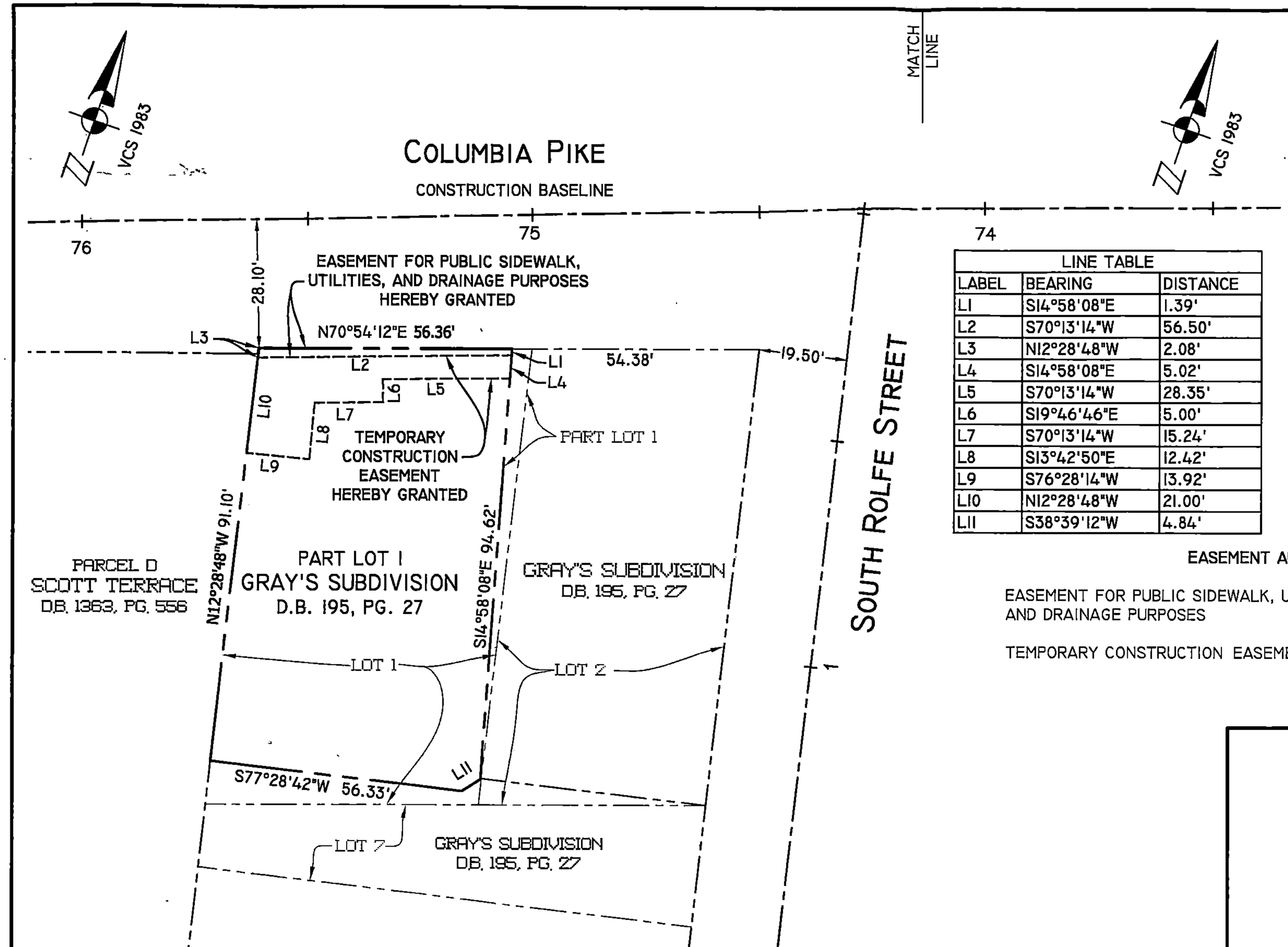
EXHIBIT A

Lot One (1), Gray's Subdivision, as the same appears duly dedicated, platted and recorded in Deed Book 195 at Page 27, among the land records of Arlington County, Virginia.

Less and except those portions conveyed by Deeds recorded in Deed Book 1006 at Page 310 and in Deed Book 1258 at Page 461. The portion being more particularly described as follows:

Beginning at a point in the southerly line of Columbia Pike, said point being South 77° 53' West 4.38 feet from a corner common to Lots 1 and 2 of Gray's Subdivision; thence departing from said line of Columbia Pike and running through Lot 1 South 7° 59' 20" East 94.62 feet to a point (said point being North 5° 30' West 5.76 feet and South 43° 36' West .31 feet from another corner common to Lots 1 and 2); thence continuing through said Lot 1 on the following courses and distances; South 43° 38' West 4.84 feet to a point; thence running South 84° 27' 30" West 56.33 feet to a point in the westerly line of Lot 1 (said point being North 5° 30' West 9.50 feet from a corner common to lots 1 and 7); thence running with a portion of said westerly line of Lot 1 North 5° 30' West 91.10 feet to a point in the aforementioned southerly line of Columbia Pike (said point being the northwesterly corner of Lot 1); thence running with said line of Columbia Pike North 77° 53' East 56.36 feet to the point of beginning and containing 5.482 square feet, more or less.

For informational purposes: RPC 33005012




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):BRITTANY L. WILLIAMS & TAN HAO - DEED BOOK 4468 PAGE 79.
6. PROPERTY ADDRESS: 1806 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 74-03 AS REAL PROPERTY CODE (RPC) NUMBER 33005012.

| LINE TABLE | | |
|---|---|---|
| LABEL | BEARING | DISTANCE |
| L1 | S14°58'08"E | 1.39' |
| L2 | S70°13'14"W | 56.50' |
| L3 | N12°28'48"W | 2.08' |
| L4 | S14°58'08"E | 5.02' |
| L5 | S70°13'14"W | 28.35' |
| L6 | S19°46'46"E | 5.00' |
| L7 | S70°13'14"W | 15.24' |
| L8 | S13°42'50"E | 12.42' |
| L9 | S76°28'14"W | 13.92' |
| L10 | N12°28'48"W | 21.00' |
| L11 | S38°39'12"W | 4.84' |

COMMONWEALTH OF VIRGINIA
WILLIAM S. LIPPY, JR
Lic. No. 2887
4-15-2020
LAND SURVEYOR

EASEMENT AREA TABULATIONS

| | |
|---|---|
| EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES | 97 SQ. FT. |
| TEMPORARY CONSTRUCTION EASEMENT | 587 SQ. FT. |

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 4-17-2020
PLAT EXAMINER

APPROVED: 4-17-2020
Bruce Woodhams
SUBDIVISION AND BONDS ADMINISTRATOR
ACTING

MATCH LINE

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

PLAT SHOWING
VARIOUS EASEMENTS
ON

PART LOT 1
*GRAY'S SUBDIVISION*
D. B. 195, PG. 27

ARLINGTON COUNTY, VIRGINIA

| SCALE : 1" = 25' | DRAWN BY: KLT | CHECKED BY: LS | DATE : 10-3-2016 |
|---|---|---|---|

UPDATED: 2-27-2020, REVISED 3-23-2020

CADD FILE : S:\PROJECT\KH110402C\DWG\EASEMENT PLATS\C-33005012-10.DWG

RICE ASSOCIATES
Surveying • Photogrammetry • 3-D Laser Scanning
•Subsurface Utility Designation and Mapping
10661 GASKINS WAY MANASSAS, VIRGINIA 20109
(703) 968-3200 FAX (703) 968-2705 • RICESURVEYS.COM

20200100037610
12/28/2020 09:26:38 AM 1/6
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

**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 EASEMENT AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this 6th day of August, 2020, by **BRITTANY L. WILLIAMS** and **TAN HAO**, unmarried (together, "Grantors), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of Thirteen Thousand Six Hundred Fifty Dollars ($13,650.00), 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, Grantors do hereby grant and convey unto Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), of a portion of Grantors' property, more specifically described as an area of real estate containing approximately **five hundred eighty-seven (597)** square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **"Plat Showing Various Easements on Part Lot 1, Gray's Subdivision, D.B. 195, PG. 27, Arlington County, Virginia"**, which plat is dated April 15, 2020 (the "Plat"), said Temporary Easement Area being a portion of the property acquired by Grantors by deed dated **June 22, 2011**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4468** at Page **79**, and more particularly described as:

> **Lot One (1), Gray's Subdivision, as the same appears duly dedicated, platted and recorded in Deed Book 195 at Page 27, among the land records of Arlington County, Virginia.**



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, VA

V1

**Less and except those portions conveyed by Deeds recorded in Deed Book 1006 at Page 310 and in Deed Book 1258 at Page 461. The portion being more particularly described as follows:**

**Beginning at a point in the southerly line of Columbia Pike, said point being South 77 degrees 53' West 4.38 feet from a corner common to Lots 1 and 2 of Gray's Subdivision; thence departing from said line of Columbia Pike and running through Lot 1 South 7 degrees 59' 20" East 94.62 feet to a point (said point being North 5 degrees 30' West 5.76 feet and South 43 degrees 36' West .31 feet from another corner common to Lots 1 and 2); thence continuing through said Lot 1 on the following courses and distances; South 43 degrees 38' West 4.84 feet to a point; thence running South 84 degrees 27' 30" West 56.33 feet to a point in the westerly line of Lot 1 (said point being North 5 degrees 30' West 9.50 feet from a corner common to lots 1 and 7); thence running with a portion of said westerly line of Lot 1 North 5 degrees 30' West 91.10 feet to a point in the aforementioned southerly line of Columbia Pike (said point being the northwesterly corner of Lot 1); thence running with said line of Columbia Pike North 77 degrees 53' East 56.36 feet to the point of beginning and containing 5.482 square feet, more or less"** (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 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, utilities and drainage** facilities, including accessories and appurtenances thereto, within or adjacent to the Temporary Easement Area, 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 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.

Grantors covenant that Grantors are seized of and have the right to convey the Temporary Easement, and that Grantors shall make no use of the Temporary Easement Area which is inconsistent with the Temporary Easement and the associated righ hereby conveyed.

The Temporary Easement conveyed by this document shall commence upon the date of acceptance of this Deed by Grantee and shall expire upon the completion of the Project, or on an earlier date if Grantors are 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, utilities and drainage** facilities within or adjacent to the Temporary Easement Area, Grantee will, at no cost to Grantors: (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 Grantee) all damaged grass areas on or adjacent to the Temporary Easement Area; (3) replace with nursery stock, all damaged or destroyed trees and shrubs on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees and shrubs 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:**

**BRITTANY L. WILLIAMS**

STATE: MARYLAND,
COUNTY: ANNE ARUNDEL:

The foregoing instrument was acknowledged before me on this 6TH day of AUGUST, 2020 by **Brittany L. Williams,** Grantor.

Notary Public:
My Commission Expires:
My Registration No.:

SEAL

**GRANTOR:**

**TAN HAO**

STATE: MARYLAND,
COUNTY: ANNE ARUNDEL:

The foregoing instrument was acknowledged before me on this 5TH day of AUGUST, 2020 by **Tan Hao,** Grantor.

Notary Public:
My Commission Expires:
My Registration No.:

SEAL



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, VA

V1

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

ACCEPTED this 18th day of December, 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 18th day of December, 2020

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

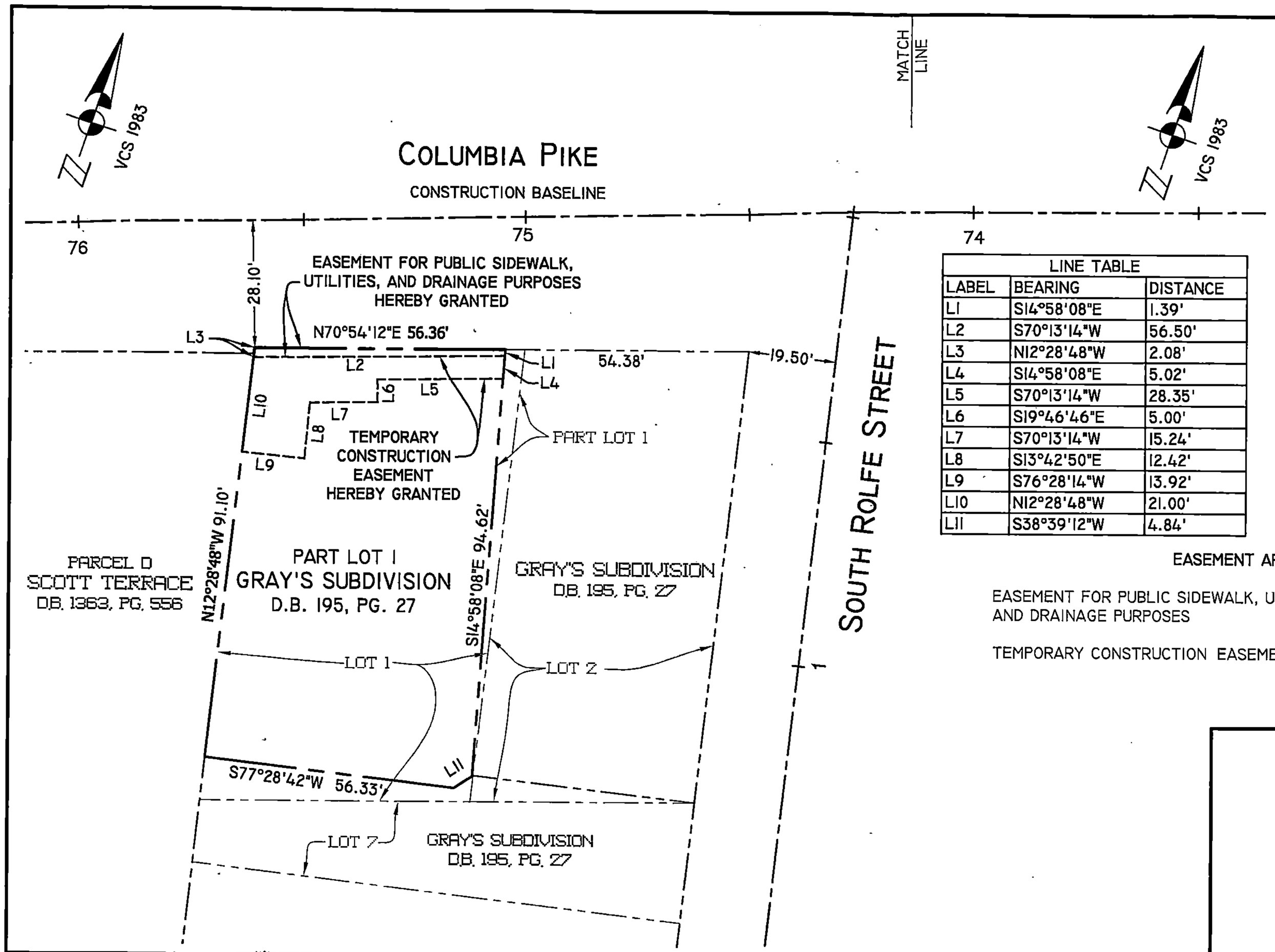
COMMONWEALTH OF VIRGINIA
LYNNE T. PORFIRI
NOTARY PUBLIC
REG. #148905
MY COMMISSION EXPIRES
01/31/2023

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, VA




| LINE TABLE | | |
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| LABEL | BEARING | DISTANCE |
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| L2 | S70°13'14"W | 56.50' |
| L3 | N12°28'48"W | 2.08' |
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| L6 | S19°46'46"E | 5.00' |
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| L8 | S13°42'50"E | 12.42' |
| L9 | S76°28'14"W | 13.92' |
| L10 | N12°28'48"W | 21.00' |
| L11 | S38°39'12"W | 4.84' |

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):BRITTANY L. WILLIAMS & TAN HAO - DEED BOOK 4468 PAGE 79.
6. PROPERTY ADDRESS: 1806 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 74-03 AS REAL PROPERTY CODE (RPC) NUMBER 33005012.

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR.
Lic. No. 2887
4-15-2020
LAND SURVEYOR

EASEMENT AREA TABULATIONS

| | |
|---|---|
| EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES | 97 SQ. FT. |
| TEMPORARY CONSTRUCTION EASEMENT | 587 SQ. FT. |

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 4-17-2020
PLAT EXAMINER

APPROVED: 4-17-2020
Bruce Woodhams
SUBDIVISION AND BONDS ADMINISTRATOR
ACTING

MATCH LINE

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

PLAT SHOWING
VARIOUS EASEMENTS
ON

PART LOT 1
*GRAY'S SUBDIVISION*
D. B. 195, PG. 27

ARLINGTON COUNTY, VIRGINIA

| SCALE : 1" = 25' | DRAWN BY: KLT | CHECKED BY: LS | DATE : 10-3-2016 |
|---|---|---|---|

UPDATED: 2-27-2020, REVISED 3-23-2020
CADD FILE : S:\PROJECT\KH110402C\DWG\EASEMENT PLATS\C-33005012-10.DWG

RICE ASSOCIATES
Surveying • Photogrammetry • 3-D Laser Scanning
•Subsurface Utility Designation and Mapping
10661 GASKINS WAY MANASSAS, VIRGINIA 20109
(703) 968-3200 FAX (703) 968-2705 • RICESURVEYS.COM

**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

20210100038558
12/02/2021 09:36:58 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 EASEMENT

This DEED OF EASEMENT ("Deed") is made this 29th day of September 20 21, by **THE LANCASTER UNIT OWNERS ASSOCIATION** ("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 Nine Thousand Dollars ($9,000.00), 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 Grantee a perpetual easement for public **sidewalk, utilities and drainage** purposes (the "Easement") over, under, upon and across **two hundred eight-five (285)** square feet of the land situated in Arlington County, Virginia, at the locations (the "Easement Areas") and shown on the plat entitled "Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Easement for Public and Private Utilities Purposes and Temporary Construction Easement on Parcel D Scott Terrace, D.B. 1363, PG. 556, Arlington County, Virginia", dated September 21, 2021, by Joshua M. Brock, Land Surveyor, which plat was approved by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services on September 21, 2021 (the "Plat"), attached hereto and made a part hereof, said Easement Area being a portion of the property more particularly described therein as:

> **The General Common Elements of The Lancaster, A Condominium, in accordance with the Declaration recorded in Deed Book 2098 at page 1113, as corrected in Deed Book 2103, page 240, as amended, among of the land records of Arlington County, Virginia** (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.



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC: 32001715
Address: 1830 Columbia Pike, Arlington, Virginia

V1

4+1 PLAT

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** facilities, including 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 the right of access across a portion of 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 Grantee to erect any building, structure or facility of a permanent nature on such adjoining land.

Grantor covenants that Grantor 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 drainage** facilities within the Easement Area, Grantee will, at no cost to 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 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 on 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 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. 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.

WITNESS the following signature(s):

**GRANTOR:**

**THE LANCASTER UNIT OWNERS ASSOCIATION**

By:
**THE BOARD OF DIRECTORS OF THE LANCASTER UNIT OWNERS ASSOCIATION**

By Louise Drucker

Name Louise Drucker

Title Board President

State: Virginia
~~County~~: City of Alexandria

The foregoing instrument was acknowledged before me on this 29th day of September, 2021, by Louise Drucker, who is President of Board of Directors of The Lancaster Unit Owners Association, on behalf of the Lancaster Unit Owners Association, Grantor.

Notary Public: [signature]
My Commission expires: 8-31-2025
My Registration No.: 236929
SEAL

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC: 32001715
Address: 1830 Columbia Pike, Arlington, Virginia

V1

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this 27th 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 October 16, 2021.

By: _____
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, who is Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 27th day of October, 2021.

Notary Public: _____
My Commission expires: 8-31-2025
My Registration No.: 236929

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929

APPROVED AS TO FORM:

_____
Acting COUNTY ATTORNEY

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
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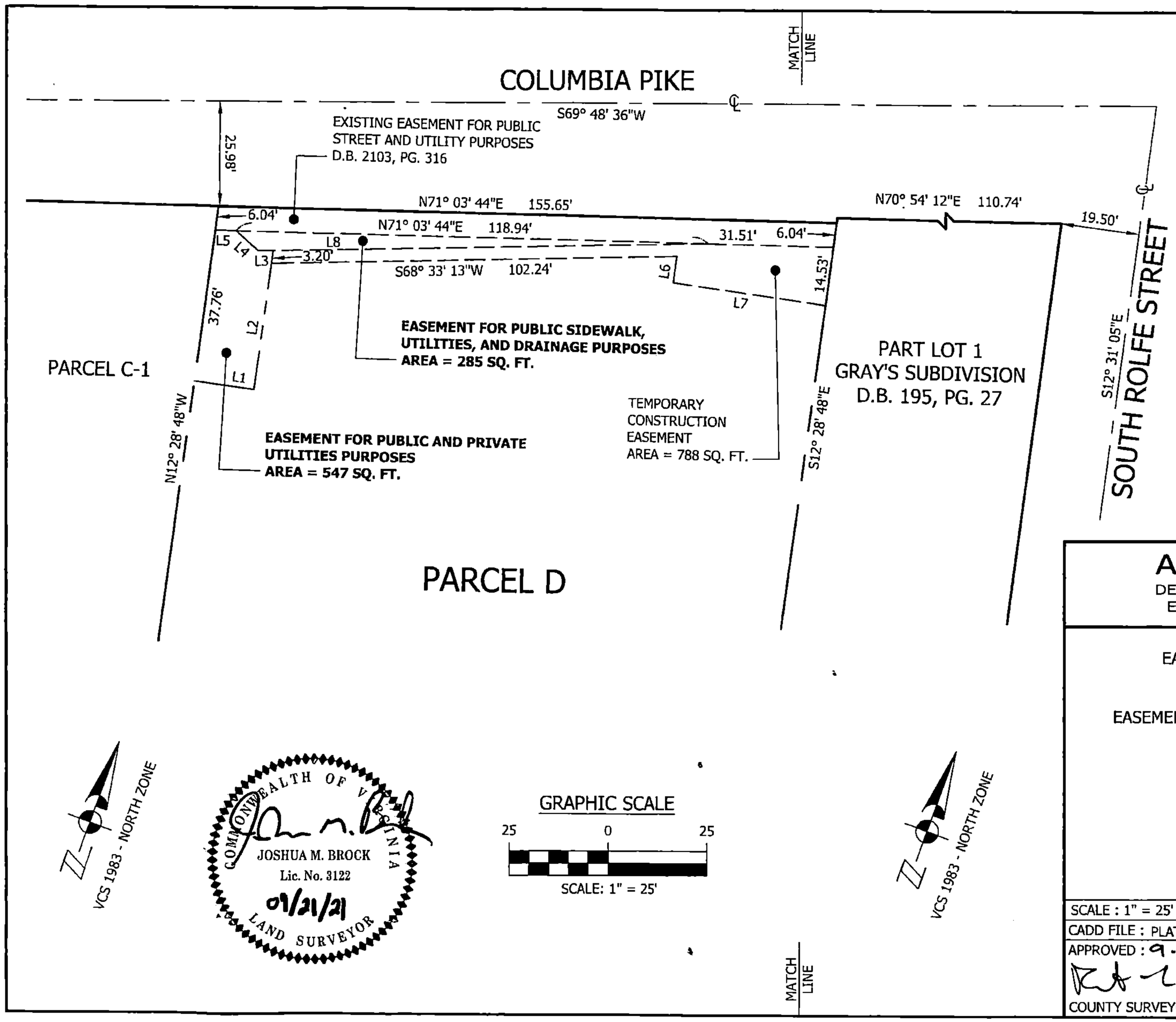


| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N77° 31' 12"E | 15.00' |
| L2 | N12° 28' 48"W | 34.80' |
| L3 | S68° 38' 43"W | 3.80' |
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| L6 | S12° 38' 01"E | 6.63' |
| L7 | S77° 46' 37"W | 38.65' |
| L8 | S68° 38' 43"W | 113.47' |

RPC 32001715
OWNERS: THE LANCASTER UNIT OWNERS ASSOCIATION
D.B. 2098, PG. 1113
ADDRESS: 1830 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
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENT
ON

## PARCEL D
## SCOTT TERRACE

D.B. 1363, PG. 556

ARLINGTON COUNTY, VIRGINIA

| SCALE : 1" = 25' | DRAWN BY : JMB | CHECKED BY : RLF |
|---|---|---|
| CADD FILE : PLATS\MAP 74\03\RPC 32001715 EASEMENTS.DWG | | |
| APPROVED : 9-21-2021 COUNTY SURVEYOR | APPROVED : 9-21-2021 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

20210100038556
12/02/2021 09:31:06 AM 1/6
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 29th day of September, 2021, by **THE LANCASTER UNIT OWNERS ASSOCIATION** ("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 Twelve Thousand Five Hundred Dollars ($12,500.00), 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 Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), of a portion of the property, more specifically described as an area of real estate containing approximately **seven hundred eighty-eight (788)** square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "Easement for Public Sidewalk, Utilities, and Drainage Purposes and Easement for Public and Private Utilities Purposes and Temporary Construction Easement on Parcel D Scott Terrace, D.B. 1363, PG. 556, Arlington County, Virginia", dated September 21, 2021, by Joshua M. Brock, Land Surveyor, which plat was approved by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services on September 21, 2021 (the "Plat"), said Temporary Easement Area being a portion of the property more particularly described as:

> **The General Common Elements of The Lancaster, A Condominium, in accordance with the Declaration recorded in Deed Book 2098 at page 1113, as corrected in Deed Book 2103, page 240, as amended, among of the land records of Arlington County, Virginia** (the "Property").



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC: 32001715
Address: 1830 Columbia Pike, Arlington, VA

V1

5+1PLAT

Reference is hereby made to the Plat 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, utilities and drainage** facilities, including accessories and appurtenances thereto, within or adjacent to the Temporary Easement Area, 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 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 the property is part of the general common elements of the Lancaster Condominium and that Grantor 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 (the "Commencement Date") specified in a written notice delivered by Grantee to Grantor at 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 Area, Grantee will, at no cost to 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 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):

**GRANTOR:**

**THE LANCASTER UNIT OWNERS ASSOCIATION**

By:
**THE BOARD OF DIRECTORS OF THE LANCASTER UNIT OWNERS ASSOCIATION**

By _____

Name LOUISE DRUCKER

Title Board President

State: Virginia
~~County~~: City of Alexandria

The foregoing instrument was acknowledged before me on this 29th day of September, 2021, by Louise Drucker, who is President of Board of Directors of The Lancaster Unit Owners Association, on behalf of the Lancaster Unit Owners Association, Grantor.

Notary Public: _____
My Commission expires: 8-31-2025
My Registration No.: 236929
SEAL

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC: 32001715
Address: 1830 Columbia Pike, Arlington, VA

V1

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this 27th 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 October 16, 2021.

By: _____
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, who is Real Estate Bureau Chief on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 27th day of October, 2021.

Notary Public: _____
My Commission expires: 8-31-2025
My Registration No.: 236929

APPROVED AS TO FORM:

_____
Acting COUNTY ATTORNEY

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
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Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
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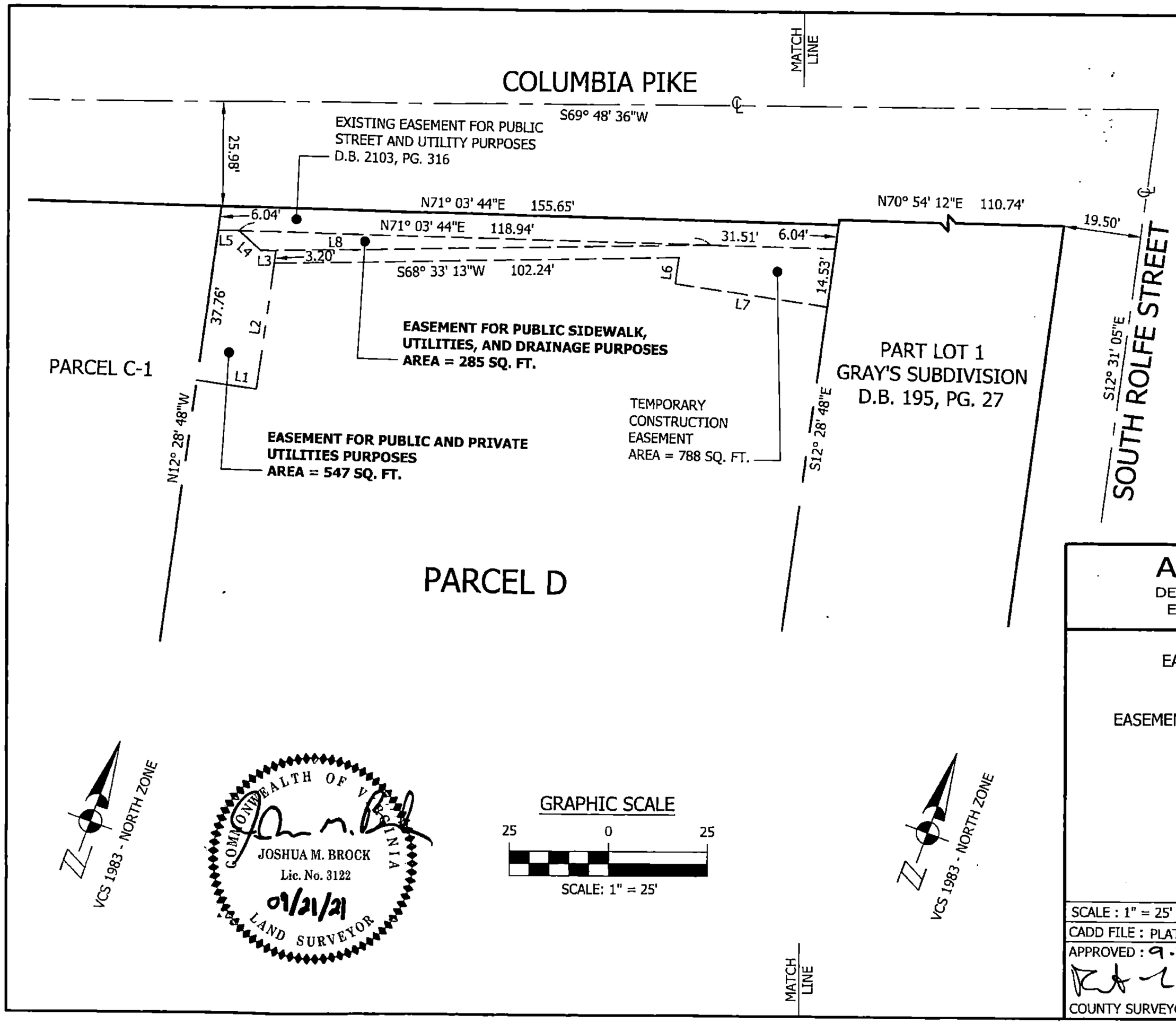
RPC: 32001715
Address: 1830 Columbia Pike, Arlington, VA

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RPC 32001715
OWNERS: THE LANCASTER UNIT OWNERS ASSOCIATION
D.B. 2098, PG. 1113
ADDRESS: 1830 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
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENT
ON
PARCEL D
SCOTT TERRACE
D.B. 1363, PG. 556

ARLINGTON COUNTY, VIRGINIA

| SCALE : 1" = 25' | DRAWN BY : JMB | CHECKED BY : RLF |
|---|---|---|
| CADD FILE : PLATS\MAP 74\03\RPC 32001715 EASEMENTS.DWG | | |
| APPROVED : 9-21-2021 COUNTY SURVEYOR | APPROVED : 9-21-2021 SUBDIVISION & BONDS ADMINISTRATOR | |

Temporary place holder
for oversized plat page(s)

1 plat

**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

20210100038557
12/02/2021 09:35:08 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 UTILITIES EASEMENTS

This **DEED OF EASEMENT** ("Deed") is made this 28th day of September 20__, by and between **THE LANCASTER UNIT OWNERS ASSOCIATION** (the "Grantor"); **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (the "County"); and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion**"); (the County and Dominion, each individually, a "**Grantee**", and collectively, the "**Grantees**") hereby recites and provides:

## RECITALS:

R-1 **WHEREAS**, by virtue of the Declaration of The Lancaster, A Condominium dated July 15, 1983, recorded in Deed Book 2098 at Page 1113, among the land records of Arlington County, Virginia (the "Land Records"), the property described below is part of the common elements of the Lancaster Condominium and is situate and located in Arlington County, Virginia:

> **The General Common Elements of The Lancaster, A Condominium, in accordance with the Declaration recorded in Deed Book 2098 at page 1113, as corrected in Deed Book 2103, page 240, as amended, among of the land records of Arlington County, Virginia** (the "Property").

R-2 **WHEREAS,** Section 55.1-1956(B) of the Virginia Condominium Act states that "Except to the extent prohibited, restricted, or limited by the condominium instruments, the executive board of the unit owners' association ... has the irrevocable power as attorney-in-fact on behalf of all the unit owners and their successors in title with respect to



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC#: 32001715
Address: 1830 Columbia Pike, Arlington, Virginia

10 +1 PLAT

the common elements, including the right, in the name of the unit owners' association, to (i) grant easements through the common elements and accept easements benefiting all or any portion of the condominium;

R-3 **WHEREAS** , Article III, Section 2 of the Lancaster Condominium Bylaws, states "The Board of Directors shall have the exclusive power of administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these By-laws directed to be exercised or done by the Unit Owners."

R-4 **WHEREAS,** there is no provision in the governing documents of the Grantor limiting the authority of the Board of Directors of the Grantor to grant easements;

R-5 **WHEREAS,** the Grantor desires to grant and convey unto the Grantees perpetual rights and easements on, over, under and across a portion of the Property, containing five hundred forty-seven (547) square feet, for their respective public utilities and private utilities, and related utility facilities, in the 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 = 547 SQ. FT. " (the "**Right-of-Way**") on a plat attached hereto and made a part hereof, entitled "Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Easement for Public and Private Utilities Purposes and Temporary Construction Easement on Parcel D Scott Terrace, D.B. 1363, PG. 556, Arlington County, Virginia", dated September 21, 2021, by Joshua M. Brock, Land Surveyor, which plat was approved by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services on September 21, 2021 (the "**Plat**").

## EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

NOW, THEREFORE, in consideration of the sum of Seventeen Thousand Three Hundred Dollars ($17,300.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the 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 Easement areas 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 banks 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 the County as consideration for these Easements, shall be made to any Grantee for the use of the Property for the Easements granted herein.

2. The 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 deems advisable with respect to its Utility Facilities, without the prior consent of the Grantor, provided that 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

3. The 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 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. The 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. The 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 the Grantees for the purposes named herein provided, however, under no circumstance shall the 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. The Grantor covenants that the Grantor is authorized by the condominium instruments of the Lancaster Condominium to convey the Easements, rights and privileges herein conveyed to the Grantees and that the Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements, and that the Grantor shall make no use of the Easements that are inconsistent with the easement rights hereby granted.

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

   The 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 Grantor and 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.

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:**

**THE LANCASTER UNIT OWNERS ASSOCIATION**

By:
**THE BOARD OF DIRECTORS OF THE LANCASTER UNIT OWNERS ASSOCIATION**

By _____

Name Louise Drucker

Title Board President

State: Virginia
~~County~~: City of Alexandria

The foregoing instrument was acknowledged before me on this 29th day of September, 2021, by Louise Drucker, who is President of Board of Directors of The Lancaster Unit Owners Association, on behalf of the Lancaster Unit Owners Association, Grantor.

Notary Public: _____
My Commission expires: 8-31-2025
My Registration No.: 236929
SEAL

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC#: 32001715
Address: 1830 Columbia Pike, Arlington, Virginia

**GRANTEE:**
**COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA:**

The easements herein conveyed are accepted this 27th day of October, 2021 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on October 16, 2021.

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

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

The foregoing instrument was acknowledged before me this 27th day of October, 2021, by Uri Arkin, who is Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

Notary Public: _____
My Commission expires: 8-31-2025
My Registration No.: 236929

[SEAL]

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929

APPROVED AS TO FORM:

Acting _____
COUNTY ATTORNEY



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC#: 32001715
Address: 1830 Columbia Pike, Arlington, Virginia

**GRANTEE:**
**VIRGINIA ELECTRIC AND POWER COMPANY**

By: _____
Shaun Reilly, Authorized Representative of
Virginia Electric and Power Company

State: VIRGINIA
~~County~~: RICHMOND CITY

The foregoing instrument was acknowledged before me on this 28 day of SEPTEMBER, 2021, by SHAUN REILLY who is AUTHORIZED REPRESENTATIVE, on behalf of Virginia Electric and Power Company.

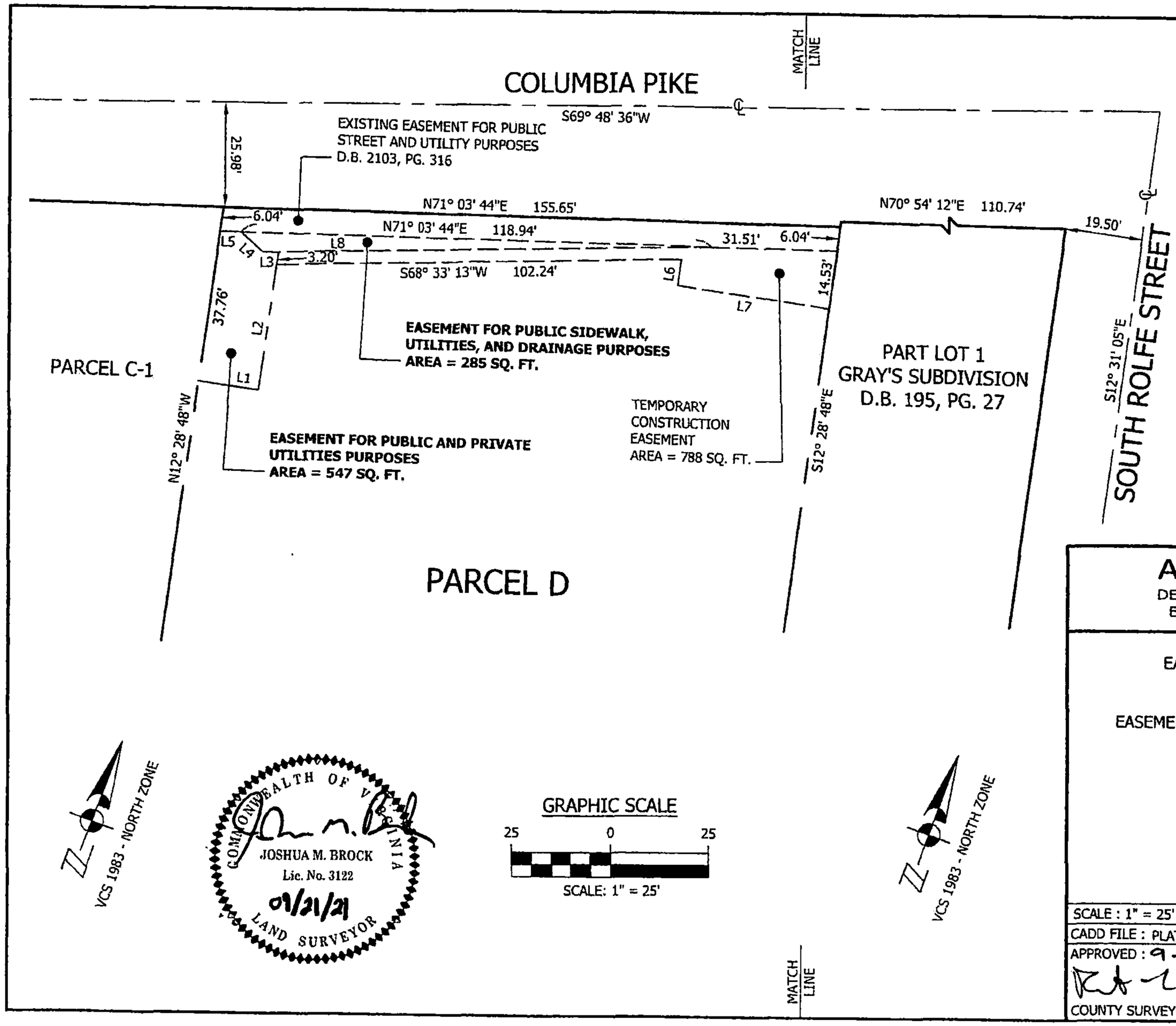
Notary Public: _____
My Commission expires: 9-30-2024
My Registration No.: 7859752

[SEAL]

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



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project # DS41 (the "Project")
RPC#: 32001715
Address: 1830 Columbia Pike, Arlington, Virginia




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N77° 31' 12"E | 15.00' |
| L2 | N12° 28' 48"W | 34.80' |
| L3 | S68° 38' 43"W | 3.80' |
| L4 | N68° 16' 59"W | 7.34' |
| L5 | S71° 03' 44"W | 5.20' |
| L6 | S12° 38' 01"E | 6.63' |
| L7 | S77° 46' 37"W | 38.65' |
| L8 | S68° 38' 43"W | 113.47' |

RPC 32001715
OWNERS: THE LANCASTER UNIT OWNERS ASSOCIATION
D.B. 2098, PG. 1113
ADDRESS: 1830 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
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENT
ON

## PARCEL D
## SCOTT TERRACE

D.B. 1363, PG. 556

ARLINGTON COUNTY, VIRGINIA

| | | |
|---|---|---|
| SCALE : 1" = 25' | DRAWN BY : JMB | CHECKED BY : RLF |
| CADD FILE : PLATS\MAP 74\03\RPC 32001715 EASEMENTS.DWG | | |
| APPROVED : 9-21-2021 COUNTY SURVEYOR | APPROVED : 9-21-2021 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

20230100001252
02/09/2023 12:46:30 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 EASEMENTS

This DEED OF EASEMENTS ("**Deed**") is made this 12th day of December, 2022, by **COLUMBIA CROSSING I, LLC**, a Delaware limited liability company and **COLUMBIA CROSSING II, LLC**, a Delaware limited liability company ("**Grantors**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**Grantee" or "County**").

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded as Instrument No. 20210100040761 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 Columbia Crossing Apartments and more particularly described in Attachment A (the "**Property**").

R-2. WHEREAS, it is the desire of the Grantors to grant and convey unto the County (1) a permanent easement for public sidewalk, utilities and drainage purposes of 1,651 SQ. FT.; and (2) temporary construction easements of 453 SQ. FT., 61 SQ. FT., 2,929 SQ. FT., and 370 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 of Columbia Crossing A Condominium D.B. 2438, PG. 1061 Being Lot 1 and Parts of Lot 2 Frank A. Coe and William W. Miles Property D.B. 275, PG. 58 Parts of Robert Allen's Division D.B. 161, PG. 214 Part of Lot 2 The Guy Henry Tract D.B. N-4, PG. 308 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.



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPCs: 25021033, 25021034, 25021035, 25021037, 25021039, 25021038, and 25021045
Address: 1941, 1957 Columbia Pike, Arlington, Virginia

V1

14+1 plat

## EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES

THIS DEED WITNESSETH, in consideration of the sum of Fifty-Nine Thousand Nine Hundred Dollars ($59,900), 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 Grantors do hereby grant, and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, and Drainage Purposes (the "**Sidewalk Easement**") over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities, and Drainage Purposes Area = 1,651 SQ. FT. " in the location and dimensions shown on the Plat (the "**Sidewalk Easement Area**") 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 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. 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 only across the Property to and from the Sidewalk Easement Area, this right shall not be construed to allow the County to erect any building or structure. During the period of time that work is being performed, the County will maintain vehicular and pedestrian ingress and egress to and from the property. While the driveway is under construction, it will remain halfway open, allowing one vehicle to enter or exit at a time. The County at its own expense shall restore, as nearly as practicable, the Property to its 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 within the Sidewalk Easement.

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 Sidewalk Easement Area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the Property to its 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.

3. The Grantors reserve 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.

4. The Grantors covenant that Grantors are seized of and have the right to convey the said Sidewalk Easement, and that Grantors shall make no use of the easement areas which is inconsistent with the easement rights hereby granted.

## 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 Grantors do hereby grant and convey unto the Grantee, its successors and assigns, temporary construction easements (collectively, the "**Temporary Construction Easements**"), in the locations shown and designated on the Plat as:(1) "Temporary Construction Easements Area 1 = 453 SQ. FT."; (2) "Temporary Construction Easements Area 2 = 61 SQ. FT."; (3) "Temporary Construction Easements Area 3 = 2,929 SQ. FT."; and (4) "Temporary Construction Easements Area 4 = 370 SQ. FT." (collectively, the "**Temporary Construction Easements Area**s"), over, under, across, and through the Property for use by the County for the regrading and tying back to existing grading 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 the right of reasonable access to and from the Temporary Construction Easements Areas 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 grading work, 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 Areas 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 or the use of 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 Easement Areas being conveyed, deemed by it to interfere with the proper and efficient performance of grading work; provided however, that the County at its own expense shall restore, as nearly as possible, the Property to its original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns.

3. The Grantors reserve 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. The term of the Temporary Construction Easements conveyed by this Deed shall commence upon a date specified by Grantee (the "Commencement Date") in a written notice provided by Grantee to Grantors at least seven (7) calendar days prior to the date upon which work will commence on the Property, and shall expire upon the earlier to occur of: (i) the completion of the Project; (ii) an earlier date, if the Grantors are so notified in writing by the Grantee; or (iii) on the date that is thirty (30) months after the Commencement Date.

## 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 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 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 Grantors acknowledge that the plans for the Project have been fully explained and made available to the Grantors for their review.

The Recitals are hereby incorporated into this Deed.

WITNESS the following signature(s):

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

**GRANTOR:**

**COLUMBIA CROSSING I, LLC,**
a Delaware limited liability company

By: _____

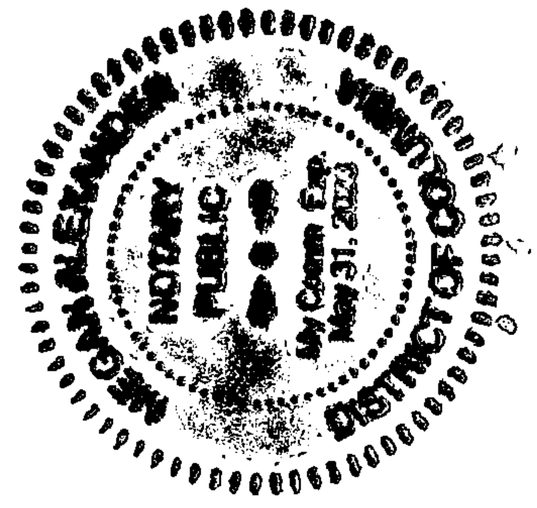
Title: Oliver T. Carr Jr.
Managing Member

~~State~~ District of Columbia

~~County~~ City: Washington

The foregoing instrument was acknowledged before me on this 27 day of July, 2022, by Oliver T. Carr Jr, who is the Managing Member of Columbia Crossing I, LLC, a Delaware limited liability company, Grantor.

Notary Public: _____
My Commission expires: May 31, 2023
My Registration No.: n/a






Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPCs: 25021033, 25021034, 25021035, 25021037, 25021039, 25021038, and 25021045
Address: 1941, 1957 Columbia Pike, Arlington, Virginia

**GRANTOR:**

**COLUMBIA CROSSING II, LLC,**
a Delaware limited liability company

By:_____

Title: Managing Member

~~State:~~ District of Columbia
~~County:~~ City Washington

The foregoing instrument was acknowledged before me on this 27th day of July, 2022, by Oliver T. Carr Jr., who is the Managing Member of Columbia Crossing II, LLC, a Delaware limited liability company, Grantor.

Notary Public:_____
My Commission expires: May 31, 2023
My Registration No.: n/a

MEGAN ALEXANDER NOTARY PUBLIC My Comm Exp May 31, 2023 DISTRICT OF COLUMBIA



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPCs: 25021033, 25021034, 25021035, 25021037, 25021039, 25021038, and 25021045
Address: 1941, 1957 Columbia Pike, Arlington, Virginia

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this 12th day of December, 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 November 12, 2022.

By: _____
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 12th day of December, 2022.

Notary Public: _____
My Commission expires: April 30, 2023
My Registration No.: 7047023

Michael R. Halevard
Notary Public
Commonwealth of Virginia
My Commission Expires April 30, 2023
Commission ID# 7047023

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPCs: 25021033, 25021034, 25021035, 25021037, 25021039, 25021038, and 25021045
Address: 1941, 1957 Columbia Pike, Arlington, Virginia

## Consent and Subordination of Lender

The undersigned parties, being the holders of a certain Credit Line Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded as Instrument No. 20210100040763 among the land records of Arlington County, Virginia by virtue of an Assignment of Credit Line Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded as Instrument No. 20220100000552 among the land records of Arlington County, Virginia, covering the Property (RPC Nos. 25021033, 25021034, 25021035, 25021037, 25021039, and 25021045) do hereby consent to the Sidewalk Easement and Temporary Construction Easements as set forth in this Deed and do hereby agree that they will honor, recognize, and not interfere with the perpetual easement, rights, and privileges of the County Board of Arlington County, Virginia, its succesors and/or assigns in the event of foreclosure, conveyance in lieu of foreclosure, or any similar action.

**LENDER:**

**CMFT RE LENDING RF SUB WF, LLC,** a Delaware limited liability company

By:_____

Name: David Thompson

Title: Vice President and Chief Financial Officer

STATE/COMMONWEALTH OF _____
CITY/COUNTY OF_____

I HEREBY CERTIFY that on this _____day of _____, 20____, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, known to be (or satisfactorily proven) to be the _____ of CMFT RE LENDING RF SUB WF, LLC, and that such person, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of the foregoing entities and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public:_____

My Commission expires:_____

My Registration No.:_____[NOTARIAL SEAL]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Los Angeles**

On July 26, 2022 before me, MAGGIE MURADIAN, Notary Public
*Date* *Here Insert Name and Title of the Officer*

personally appeared **DAVID THOMPSON**
*Name(s) of Signer(s)*

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MAGGIE MURADIAN
Notary Public - California
Los Angeles County
Commission # 2367154
My Comm. Expires Jul 22, 2025

*Place Notary Seal and/or Stamp Above*

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

©2018 National Notary Association

**TRUSTEE:**

**LAWYERS TITLE REALTY SERVICES, INC.,** a Virginia corporation

By: Sarah Eckert Webb

Name: SARAH ECKERT WEBB

Title: SENIOR VICE PRESIDENT

DISTRICT OF COLUMBIA
STATE/COMMONWEALTH OF
CITY/COUNTY OF

I HEREBY CERTIFY that on this 28th day of July, 2022, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Sarah Eckert Webb known to be (or satisfactorily proven) to be the Senior Vice President of Lawyers Title Realty Services, Inc., and that such person, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of the foregoing entities and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: Antwan M. Dolphin Antwan M. Dolphin

My Commission expires:

My Registration No.: [NOTARIAL SEAL]

ANTWAN M. DOLPHIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 30, 2026

ANTWAN M. DOLPHIN NOTARY PUBLIC DISTRICT OF COLUMBIA EXP. 6-30-26



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPCs: 25021033, 25021034, 25021035, 25021037, 25021039, 25021038, and 25021045
Address: 1941, 1957 Columbia Pike, Arlington, Virginia

**Attachment A**

LEGAL DESCRIPTION

RPC No. 25-021-033

PARCEL 1: Beginning at the Northwest corner of land which by deed dated October 27, 1920 and recorded in Deed Book 172 at page 135, of the land records of Arlington County, Virginia, was conveyed by Marie Allen to Thomas A. Matthews, thence with the North line of said conveyance N. 85° 37' E. 98.96 ft. to the Northeast corner of said conveyance; thence with one of the East lines of said conveyance S. 4° 23' E. 211.27 ft. to a point; thence following a line through the property S. 85° 37' W. 98.96 ft. to a point in the West line of the property; thence with a part of the West line of said conveyance N. 4° 23' W. 211.27 ft. to the point of beginning, containing 0.4822 part of an acre, more or less.

TOGETHER WITH a right-of-way seven (7) feet wide extending from the Southwest corner of Parcel 1 herein to the North line of Columbia Pike; said seven (7) foot right-of-way being the same conveyed to Amelia Galin, et al, by Thomas A. Matthews in deed dated January 18, 1936 and recorded in Deed Book 383 at page 110, of the land records of said county.

SUBJECT TO a right of way 7 feet wide extending along the west line of this Parcel 1 from the southwest corner in a northerly direction to the northwest corner, the same noted in the deed to Amelia Galin, et al, recorded in Deed Book 383 at Page 110 of the same land records.

PARCEL 2: A strip of land three (3) feet wide running from the North side of Columbia Pike in a Northerly direction to the South line of Parcel 1 above, and immediately adjoining the East line of said seven (7) foot right-of-way first above mentioned.

RPC No. 25-021-034

Beginning at a point in the northerly line of Columbia Pike, said point being the southeasterly corner of a ten foot right of way to the Reinsch property, thence departing from said northerly line of Columbia Pike and running with the easterly line of said right of way N. 06° 23' 07 W. 239.34 feet to a point in the southerly line of said Reinsch property; thence running with said southerly line of the Reinsch property N. 83° 36' 53" E. 88.96 feet to a point in the westerly line of Lot 3, Guy Henry Tract, said point being the southeasterly corner of said Reinsch property; thence running with a portion of said westerly line of Lot 3, Guy Henry Tract S. 6° 23' 07 E. 3.66 feet to a corner common to Lots 2 and 3, Guy Henry Tract; thence running with the line common to said Lots 2 and 3 N. 75° 10' 50" E. 40.00 feet to the northwesterly corner of another tract owned by Reinsch; thence departing from said line common to said Lots 2 and 3 and running through said Lot 2 with the westerly line of said Reinsch property S. 06° 39' 07" E. 222.37 feet to a point in the aforementioned northerly line of Columbia Pike; thence running with said northerly line of Columbia Pike S. 75° 12' 11" W. 130.99 feet to the point of beginning. Containing 0.680102 of an acre of land, more or less.

RPC No. 25-021-035

Beginning at a stake in the North line of Columbia Pike, and at the Southeast corner of the property of Robert Allen; thence with the North line of said Pike, North 77° 20' West 124 feet to an intersection of two fence lines; thence following along a fence and departing from said Pike, North 4° 39' West 222.3 feet to a stake in the North line of said Allen's property; thence with said North property line, North 77° 20' East 125.14 feet to a stake; thence with the East line of said Allen's property, South 4° 23' East 222.38 feet to the beginning, containing 0.6294 acres, more or less.

RPC No. 25-021-037

Beginning at a point in the northerly line of Columbia Pike, said point being the southeasterly corner of the Roberts property, thence departing from said line of Columbia Pike and running with the easterly line of said Roberts property N. 11° 29' 22" W. 198.56 feet to a point; thence continuing with said easterly line N. 07° 43' 07" W. 295.15 feet to a point in the southerly line of the United States Government property, said point being the northeasterly corner of the Roberts property; thence running with said southerly line of the United States Government property N. 76° 44' 00" E. 242.98 feet to a point in the westerly line of Lot 4, Guy Henry Tract; thence running with a portion of said westerly line of Lot 4, Guy Henry Tract S. 06° 23' 07" E. 52.45 feet to the northeasterly corner of the Reinsch property; thence departing from said westerly line of Lot 4, Guy Henry Tract and running with the northerly line of said Reinsch property S. 83° 36' 53" W. 98.96 feet to the northwesterly corner of said Reinsch property; thence running with the westerly line of said Reinsch property S. 06° 23' 07" E. 452.09 feet to a point in the aforementioned northerly line of Columbia Pike; thence running with said northerly line of Columbia Pike S. 75° 12' 1 1 W. 1 19.01 feet to the point of beginning, containing 1.59754 acres of land, more or less.

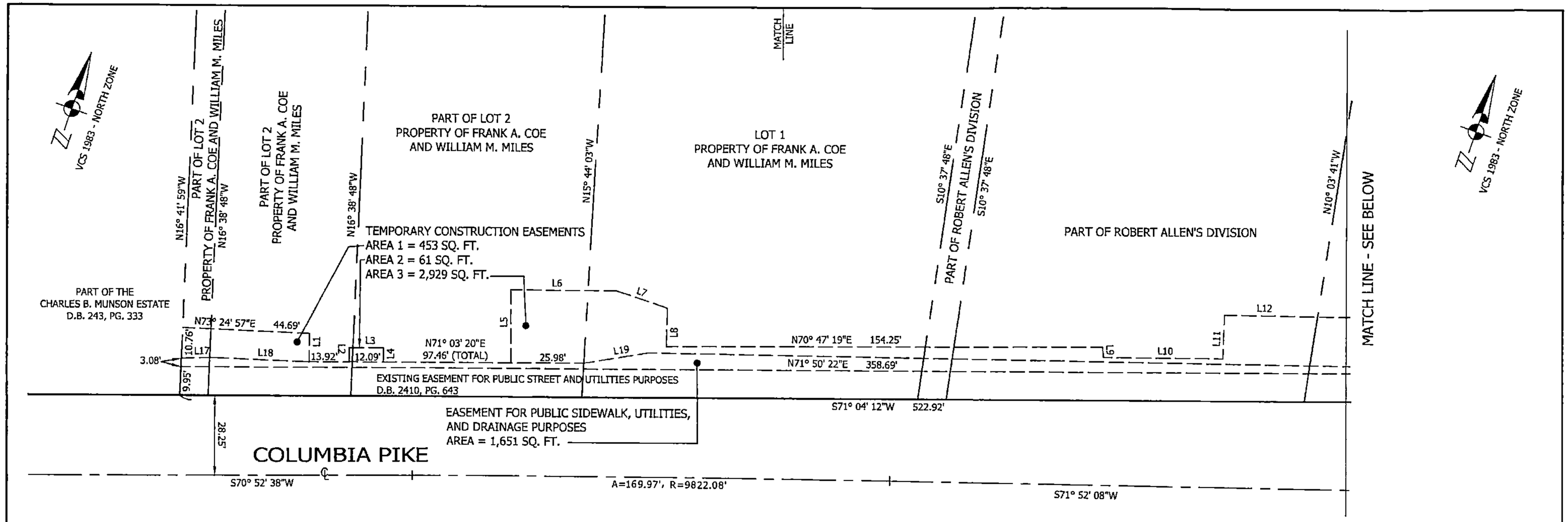
RPC Nos. 25-021-038 & 25-021-045

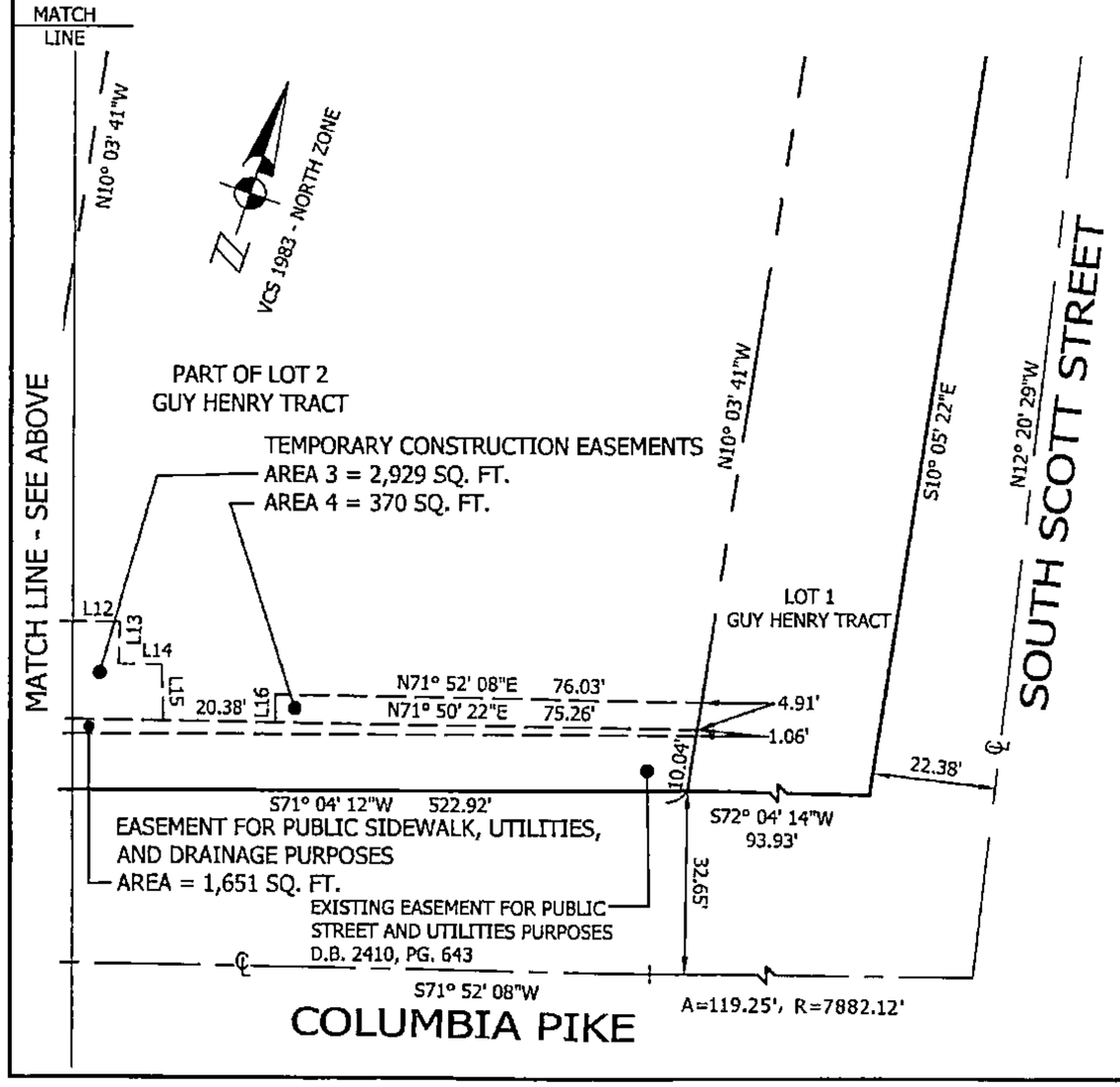
Beginning at a pipe in the North line of Columbia Pike, said pipe marking a corner common to the property of the late Frank A. Coe and the old Reed property; thence running with the line common to said Reed and Coe, N. 10° 22' W. 160.00 feet to a point marking the Southwest corner to that certain parcel of land conveyed by the said Frank A. Coe and wife to Donald Harry Robberts and wife by deed recorded in Deed Book 1372 at page 449 among the land records of Arlington County, Virginia; thence running with the Southerly line of said parcel conveyed by the aforesaid deed recorded in Deed Book 1372 at page 449, and the same line continued with the Southerly line of those two other parcels conveyed by the said Frank A. Coe and wife to the said Donald Harry Robberts and wife by deeds recorded in Deed Book 335 at page 416, and, in Deed Book 750 at page 347, respectively, among the land records of said County, N. 77° 21' E. 100, feet to the Southeasterly corner of the aforesaid conveyance recorded in Deed Book 750 at page 347 of said land records; thence running with the Easterly line of said last mentioned conveyance as follows: N. 10° 22' W. 37.17 feet to a point; N. 4° 46' W. 112.0 feet to a point,

and N. 77° 21‘ E. 43.88 feet to a point in the line common to Coe and Miles as established by deed of partition recorded in Deed Book 275 at page 58 among the said land records; thence with said common line as follows: S. 5° 41’ E. 110.97 feet to a point; and S. 9° 27’ 15’ E. 198.06 feet to a pipe in the North line of the Columbia Pike; thence, with the North line of Columbia Pike, S. 77° 21’ W. 82.47 feet to the Southeasterly corner of that certain 7,500 square foot parcel conveyed to William T. Coe by deed recorded in Deed Book 278 at page 1 among the land records of said County; thence running with the perimeter boundary of said 7,500 square foot parcel as follows: N. 10° 22’ W. 150 feet to a point; S. 77° 21’ W. 50 feet to a point; and S. 10° 22’ E. 150 feet to a point in the North line of Columbia Pike; thence with said Northerly line of Columbia Pike, 5.770 21’ W. 10.0 feet to the point and place of beginning, and containing approximately 22,000 square feet of land, more or less.

RPC No. 25-021-039

Beginning at a point in the North line of Columbia Pike, said point being N. 77° 21’ E. 10 feet distant from a pipe in the North line of said Pike marking a corner common to Frank A. Coe and the old Reed property; thence departing from said Pike and running parallel with the line common to Reed and Coe and 10 feet distant therefrom, N. 10° 22’ W. 150 feet to a point; thence N. 77° 21’ E. 50 feet to a point; thence S. 10° 22’ E. and parallel with the first mentioned line, 150 feet to a point on the North line of said Columbia Pike; thence with the North line of said Pike, S. 77° 21’ W. 50 feet to the point of beginning, containing 7500 square feet of land, more or less.




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S18° 43' 15"E | 10.01' |
| L2 | N20° 06' 05"W | 5.01' |
| L3 | N71° 10' 43"E | 12.16' |
| L4 | S19° 16' 55"E | 4.98' |
| L5 | N19° 14' 54"W | 25.68' |
| L6 | S71° 04' 28"W | 37.48' |
| L7 | N88° 58' 25"E | 19.37' |
| L8 | S17° 35' 54"E | 13.67' |
| L9 | S23° 10' 28"E | 3.57' |
| L10 | N71° 29' 29"E | 42.12' |
| L11 | N17° 01' 35"W | 15.49' |
| L12 | N71° 52' 08"E | 51.61' |
| L13 | S16° 48' 14"E | 7.39' |
| L14 | N71° 52' 08"E | 7.75' |
| L15 | S20° 33' 41"E | 9.92' |
| L16 | N18° 59' 17"W | 4.90' |
| L17 | N69° 27' 46"E | 10.97' |
| L18 | N73° 24' 27"E | 34.10' |
| L19 | N61° 37' 19"E | 23.29' |

VCS 1983 - NORTH ZONE

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
04/19/22
LAND SURVEYOR

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

RPC 25021033, 25021034, 25021035, 25021037, 25021038, 25021039, 25021045
OWNER: COLUMBIA CROSSING I, LLC.; COLUMBIA CROSSING II, LLC.
INSTRUMENT #20210100040761
ADDRESS: 1941, 1957 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

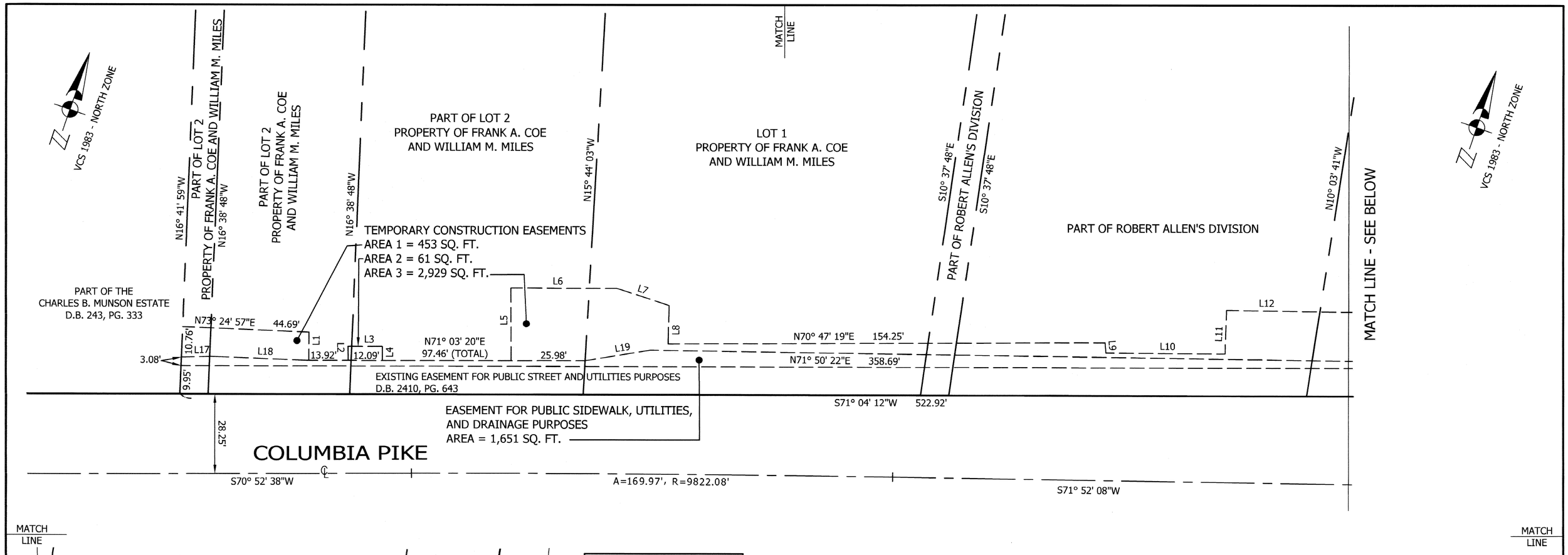
| | | |
|---|---|---|
| SCALE : 1" = 25' | DRAWN BY : JMB | CHECKED BY : RLF |
| CADD FILE : PLATS\MAP 74\02\RPC 25021033 ET AL EASEMENTS.DWG | | |
| APPROVED : 4-19-2022 COUNTY SURVEYOR | APPROVED : 4-19-2022 Ben Woodhams SUBDIVISION & BONDS ADMINISTRATOR | |

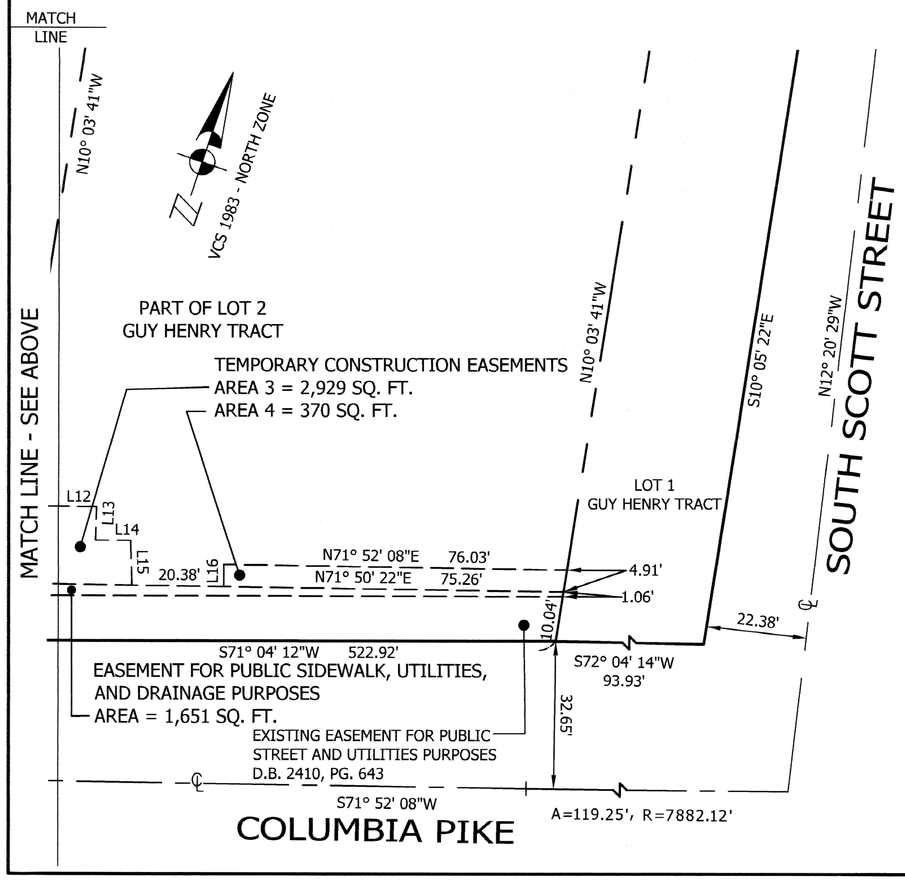
# ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
ON
PART OF
## COLUMBIA CROSSING
A CONDOMINIUM
D.B. 2438, PG. 1061
BEING
LOT 1 AND PARTS OF LOT 2
FRANK A. COE AND WILLIAM W. MILES PROPERTY
D.B. 275, PG. 58
PARTS OF
ROBERT ALLEN'S DIVISION
D.B. 161, PG. 214
PART OF LOT 2
THE GUY HENRY TRACT
D.B. N-4, PG. 308

ARLINGTON COUNTY, VIRGINIA




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S18° 43' 15"E | 10.01' |
| L2 | N20° 06' 05"W | 5.01' |
| L3 | N71° 10' 43"E | 12.16' |
| L4 | S19° 16' 55"E | 4.98' |
| L5 | N19° 14' 54"W | 25.68' |
| L6 | S71° 04' 28"W | 37.48' |
| L7 | N88° 58' 25"E | 19.37' |
| L8 | S17° 35' 54"E | 13.67' |
| L9 | S23° 10' 28"E | 3.57' |
| L10 | N71° 29' 29"E | 42.12' |
| L11 | N17° 01' 35"W | 15.49' |
| L12 | N71° 52' 08"E | 51.61' |
| L13 | S16° 48' 14"E | 7.39' |
| L14 | N71° 52' 08"E | 7.75' |
| L15 | S20° 33' 41"E | 9.92' |
| L16 | N18° 59' 17"W | 4.90' |
| L17 | N69° 27' 46"E | 10.97' |
| L18 | N73° 24' 27"E | 34.10' |
| L19 | N61° 37' 19"E | 23.29' |

VCS 1983 - NORTH ZONE

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
04/19/22
LAND SURVEYOR

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

RPC 25021033, 25021034, 25021035, 25021037, 25021038, 25021039, 25021045
OWNER: COLUMBIA CROSSING I, LLC.; COLUMBIA CROSSING II, LLC.
INSTRUMENT #20210100040761
ADDRESS: 1941, 1957 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

| | | |
|---|---|---|
| SCALE : 1" = 25' | DRAWN BY : JMB | CHECKED BY : RLF |
| CADD FILE : PLATS\MAP 74\02\RPC 25021033 ET AL EASEMENTS.DWG | | |
| APPROVED : 4-19-2022 COUNTY SURVEYOR | APPROVED : 4-19-2022 SUBDIVISION & BONDS ADMINISTRATOR | |

# ARLINGTON, VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS
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PART OF
## COLUMBIA CROSSING
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PART OF LOT 2
THE GUY HENRY TRACT
D.B. N-4, PG. 308

ARLINGTON COUNTY, 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

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

# DEED OF EASEMENT AND SUBORDINATION

This DEED OF EASEMENT AND SUBORDINATION ("Deed") is made this 12th day of July, 2022, by **STEVEN MONTERO** ("Grantor"); **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); **THERESA OBANDO** ("Trustee"); and **NAVY FEDERAL CREDIT UNION** ("Noteholder").

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of TWENTY-SEVEN THOUSAND ONE HUNDRED DOLLARS ($27,100.00), 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 Grantee a perpetual easement for public **sidewalk, utilities and drainage** purposes (the "Easement") over, under, upon and across **five hundred thirty-two (532)** 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 and Temporary Construction Easements on Lot 40, Syphax and Wright's Subdivision, D.B. 136, PG 365, Arlington County, Virginia"**, dated October 19, 2020 by Joshua M. Brock, Land Surveyor, and approved on October 19, 2020 by the Acting 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 deed dated **January 24, 2019**, recorded in the Land Records of the Arlington County Circuit Court as Instrument Number 20190100001362, corrected in Instrument Number 20190100017458, and more particularly described therein as:

> LOT FORTY (40), OF SYPHAX AND WRIGHT'S SUBDIVISION, AS THE SAME APPEARS DULY DEDICATED, PLATTED AND RECORDED IN DEED BOOK 136, AT PAGE 365, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA (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** facilities, including 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 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 Grantee 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 drainage** facilities within the Easement Area, Grantee will, at no cost to 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 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 on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of the public **sidewalk, utilities, and drainage** 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 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.

**SUBORDINATION**

FURTHER WITNESSETH, THAT FOR AND IN CONSIDERATION OF the sum of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee, by and with the consent of Noteholder, as evidenced by Noteholder's signature affixed to this Deed, do hereby acknowledge, agree, and consent that the lien of the Deed of Trust, dated June 17, 2020, and recorded in the Land Records of the Arlington County, Virginia Circuit Court as Instrument Number

20200100014165, be, and the same is, subordinated to the Easement described above and to all rights granted by this Deed to Grantee.

## COVENANTS REAL

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

WITNESS the following signature(s):

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

**GRANTOR:**

**STEVEN MONTERO**

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 12th day of July, 2022, by **STEVEN MONTERO**, Grantor.

Notary Public: Cholmondeley
My Commission expires: 8-31-2025
My Registration No.: 236929
[SEAL]

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25020007
Address: 1829 Columbia Pike, Arlington, Virginia

**NOTEHOLDER:**
**NAVY FEDERAL CREDIT UNION**

By: Cecilia Andrews
Name: Cecilia Andrews
Title: Asst Treasurer

State: Virginia
County: Fairfax

The foregoing instrument was acknowledged before me on this 29 day of September, 2022, by Cecilia Andrews who is Assistant Treasurer, on behalf of **NAVY FEDERAL CREDIT UNION**, Noteholder.

Notary Public: Ameer Ramada
My Commission expires: APR. 30, 2025
My Registration No.: 7934240

[SEAL]

AMEER RAMADA
Notary Public
Commonwealth of Virginia
Registration No. 7934240
My Commission Expires Apr 30, 2025

**TRUSTEE:**

(SIGN)

THERESA ORANDO

(PRINT)

State: Virginia
County: Fairfax

The foregoing instrument was acknowledged before me on this 29 day of September, 2022 by Theresa ORANDO, Trustee.

Notary Public: Ameer Ramada
My Commission expires: APR. 30, 2025
My Registration No.: 7934240

[SEAL]

AMEER RAMADA
Notary Public
Commonwealth of Virginia
Registration No. 7934240
My Commission Expires Apr 30, 2025

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this _____day of _____, 20___, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20___.

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____ _____, who is _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 2022.

Notary Public: _____
My Commission expires: _____
My Registration No.: _____
SEAL

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N71° 22' 30"E | 33.92' |
| L2 | N77° 36' 30"E | 10.30' |
| L3 | S14° 47' 39"E | 8.69' |
| L4 | N14° 39' 36"W | 8.45' |
| L5 | N73° 05' 02"E | 17.62' |

RPC 25020007
OWNER: STEVEN MONTERO
INSTRUMENT #20190100001362
ADDRESS: 1829 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

## LOT 40
## SYPHAX AND WRIGHT'S SUBDIVISION

D.B. 136, PG. 365

ARLINGTON COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
10/19/2020
LAND SURVEYOR

| | | |
|---|---|---|
| SCALE : 1" = 25' | DRAWN BY : JMB | CHECKED BY : RLF |
| CADD FILE : PLATS\MAP 74\03\RPC 25020007 EASEMENTS.DWG | | |
| APPROVED : 10-19-2020 | | APPROVED : 10-19-2020 |
| 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

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 July, 2022 by **STEVEN MONTERO** ("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 SIX THOUSAND TWO HUNDRES DOLLARS ($6,200.00), 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 Grantee two temporary easements, for the use, as described herein (together, the "Temporary Easements"), of portions of Grantor's property, more specifically described as two (2) areas of real estate containing approximately **one hundred forty-seven (147)** square feet and **ninety-eight (98)** square feet of land (together, the "Temporary Easement Areas") situated in Arlington County, Virginia, as shown on the plat entitled "**Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Temporary Construction Easements on Lot 40, Syphax and Wright's Subdivision, D.B. 136, PG. 365, Arlington County, Virginia**", dated October 19, 2020 by Joshua M. Brock, Land Surveyor, which plat was approved on October 19, 2020 by the Acting Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said Temporary Easement Areas being portions of the property acquired by Grantor by deed dated **January 24, 2019,** recorded in the Land Records of the Arlington County Circuit Court as Instrument Number 20190100001362, corrected in Instrument Number 20190100017458, and more particularly described as:

LOT FORTY (40), OF SYPHAX AND WRIGHT'S SUBDIVISION, AS THE SAME APPEARS DULY DEDICATED, PLATTED AND RECORDED IN



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25020007
Address: 1829 Columbia Pike, Arlington, VA

DEED BOOK 136, AT PAGE 365, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA (the "Property").

Reference is hereby made to the Plat 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 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, Grantee will, at no cost to Grantor: (1) restore the disturbed area on and adjacent to the Temporary Easement Areas as nearly as practicable to its original condition; (2) reseed (or resod, at the option of Grantee) all damaged grass areas on or adjacent to the Temporary Easement Areas; (3) replace with nursery stock, all damaged or destroyed trees on 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):

**GRANTOR:**

**STEVEN MONTERO**

STATE: Virginia,
COUNTY: Arlington:

The foregoing instrument was acknowledged before me on this 12th day of July, 2022 by **Steven Montero,** Grantor.

Notary Public: Monica Cholmondeley
My Commission Expires: 8-31-2025
My Registration No.: 236929

SEAL

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this _____day of _____, 20___, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20___.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____ _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 20___.

Notary Public: _____
My Commission expires: _____
My Registration No.: _____
SEAL

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N71° 22' 30"E | 33.92' |
| L2 | N77° 36' 30"E | 10.30' |
| L3 | S14° 47' 39"E | 8.69' |
| L4 | N14° 39' 36"W | 8.45' |
| L5 | N73° 05' 02"E | 17.62' |

VCS 1983 - NORTH ZONE

RPC 25020007
OWNER: STEVEN MONTERO
INSTRUMENT #20190100001362
ADDRESS: 1829 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204

COMMONWEALTH OF VIRGINIA
JOSHUA M. BROCK
Lic. No. 3122
10/19/2020
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

## LOT 40
## SYPHAX AND WRIGHT'S SUBDIVISION

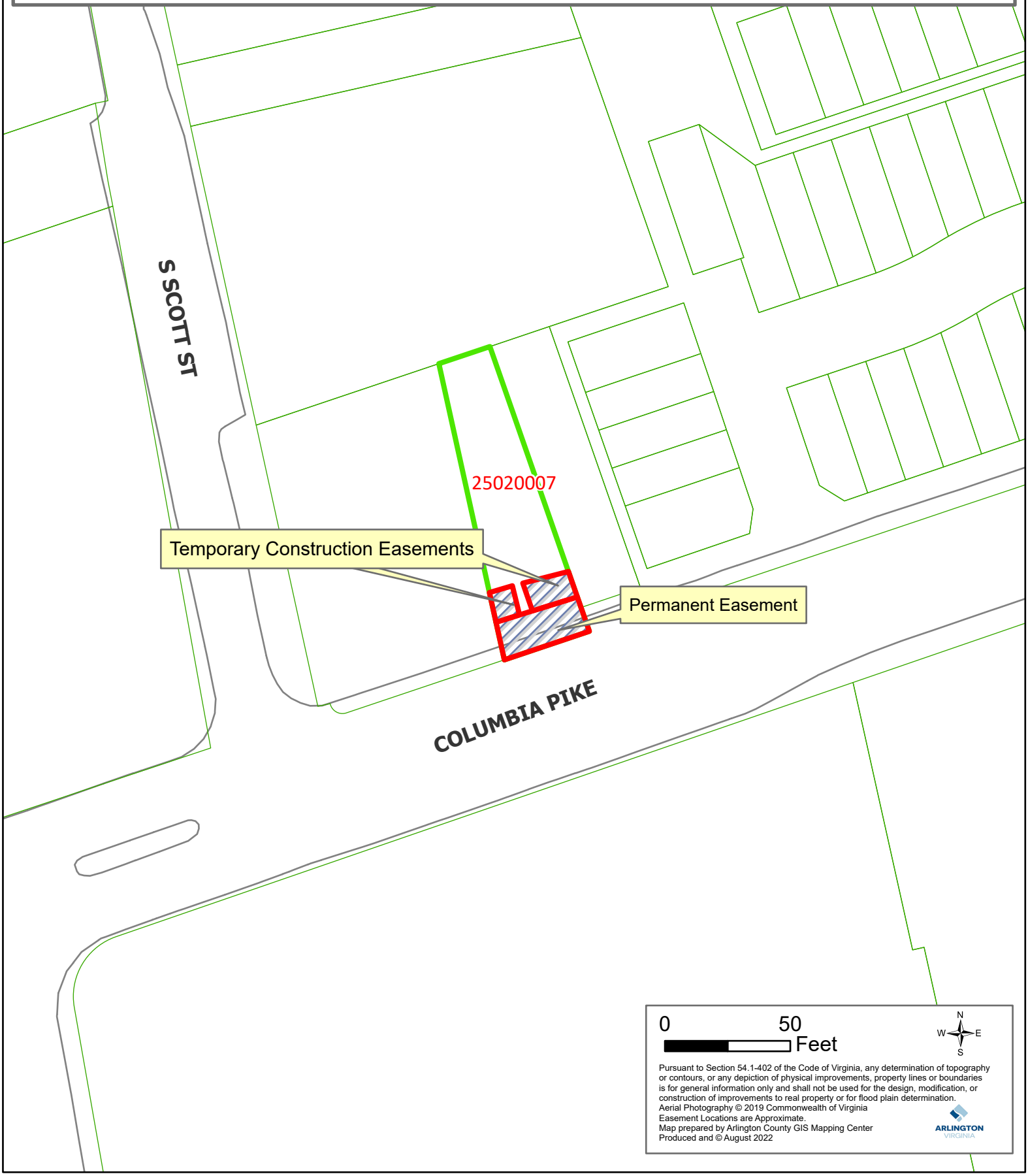
D.B. 136, PG. 365

ARLINGTON COUNTY, VIRGINIA

| | | |
|---|---|---|
| SCALE : 1" = 25' | DRAWN BY : JMB | CHECKED BY : RLF |
| CADD FILE : PLATS\MAP 74\03\RPC 25020007 EASEMENTS.DWG | | |
| APPROVED : 10-19-2020 | | APPROVED : 10-19-2020 |
| COUNTY SURVEYOR | | SUBDIVISION & BONDS ADMINISTRATOR (ACTING) |

# Vicinity Map
# Easements on 1829 Columbia Pike
# RPC # 25-020-007

Exhibit A

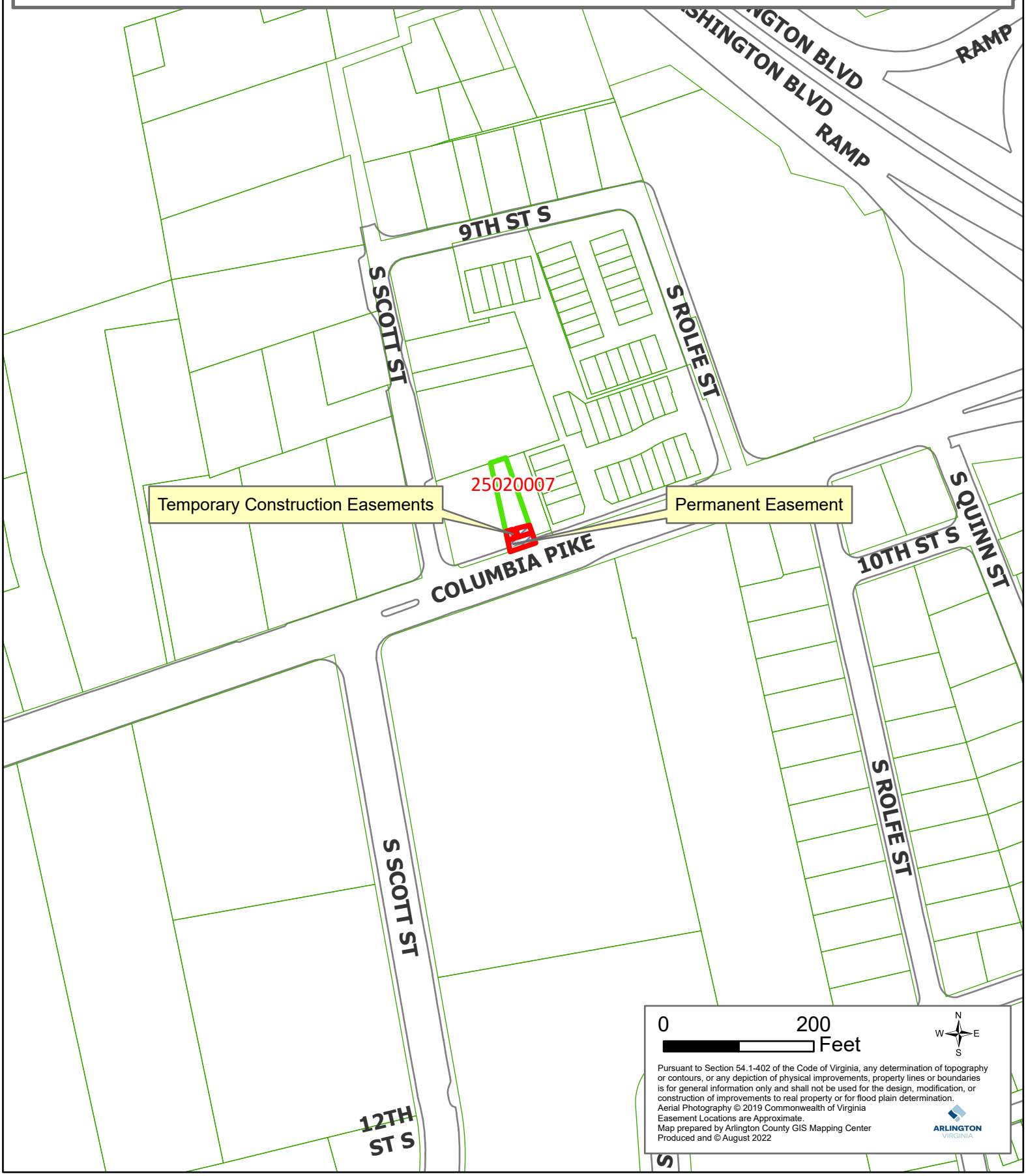



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property 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

# Vicinity Map
# Easements on 1829 Columbia Pike
# RPC # 25-020-007

Exhibit B



# Vicinity Map
# Easements on 1829 Columbia Pike
# RPC # 25-020-007

Exhibit C

**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

20220100007299
04/13/2022 08:36:24 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 AND
# DEED OF TEMPORARY CONSTRUCTION EASEMENT

This DEED OF EASEMENT ("Deed") is made this 2nd day of February, 2022, by **NICOLE M. RAYMOND** ("Owner"), **Grantor,** and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("County" or "Grantee"), **PAMELA WILLIAMSON,** Trustee and Grantor, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC**, Beneficiary and Grantor (together, the "Parties"). Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Truist bank, successor by merger to Suntrust Bank, its successors and/or assigns. MERS is organized and existing under the law of Delaware, and has a mailing address of P.O. Box 2026, Flint MI 48501-2026, and/or a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS. FOR PURPOSES OF RECORDING THIS DOCUMENT MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

## RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded as Instrument Number 20160100023590 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:

> Lot 39, SYPHAX AND WRIGHT'S SUBDIVISION, as the same appears duly dedicated, platted and recorded in Deed Book 136, Page 365, among the Land Records of Arlington County, Virginia.
>
> LESS AND EXCEPT the following parcel conveyed unto the County Board of Arlington County, Virginia, by Deed dated January 15, 1990: Beginning at a point in the Southwest corner of the Garland Mitchell property as recorded in Will Book 43, Page 38, and being in the Northeast corner of Columbia Pike and South Scott Street; thence departing said point and running along the North right of way line of Columbia Pike, N 77° 21' E 112.77 feet to the point of beginning, said point being the Southwest corner common to Lots 39 and 40, Syphax and Wright's Subdivision as recorded



Project: Columbia Pike Multi Modal Segment C - Project # DS41 (the "Project")
RPC: 25020006
Address: 1827 Columbia Pike, Arlington, Virginia

V1

in Deed Book 136, Page 368; thence departing said point on a line common to Lots 39 and 40, N 13° 18' W 10.00 feet to a point; thence departing said point N 77° 21' E 25.00 feet to a point on the Easterly line of Lot 39; thence departing said point, S 13° 18' E 10.00 feet to a point in the North right of way line of Columbia Pike; thence departing said point and running along the North right of way line of Columbia Pike, S 77° 21' W 25.00 feet to the point of beginning and containing 250 square feet as shown on a plat attached to deed recorded prior hereto.

R-2. WHEREAS, Pamela Williamson, a Virginia resident with an address of 1001 Semmes Ave., Richmond, VA 23224, is the Trustee, and Mortgage Electronic Registration Systems, Inc., as nominee for Truist bank, successor by merger to Suntrust Bank, its successors and/or assigns, is the Beneficiary under a Deed of Trust recorded among the Land Records as Instrument Number 20160100023591 to secure an indebtedness owed by Nicole M. Raymond to Mortgage Electronic Registration Systems, Inc.

R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee and Beneficiary, as evidenced by their signatures hereon, to grant and convey unto the County, an easement totaling 61 square feet for an Easement for Public Sidewalk, Utilities, and Drainage Purposes ("Sidewalk Easement"), and to grant and convey to the County, 84 square feet for a Temporary Construction Easement ("Temporary Construction Easement"), all as hereinafter set forth and shown on a plat entitled **"Plat Showing Various Easements on Part Lot 39, Syphax & Wright's Subdivision, D.B. 136, PG. 365, Arlington County, Virginia"** dated October 10, 2016, updated on February 28, 2020, further revised on March 23, 2020, and approved by the Arlington County Department of Environmental Services Division of Transportation, Acting Subdivision and Bonds Administrator on April 17, 2020, prepared by Rice Associates (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 Three Thousand Nine Hundred Ninety and 93/100 Dollars ($3,990.93), 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 Hereby Granted" 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. 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, structure or facility of a permanent nature on such 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 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.

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 Sidewalk Easement area for the purposes named.

4. 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.

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 Sidewalk Easement area which is inconsistent with the easement rights hereby granted.

## TEMPORARY CONSTRUCTION EASEMENT

THE DEED FURTHER WITNESSETH, that in consideration of the sum of Three Thousand Two Hundred Ninety Seven and 42/100 Dollars ($3,297.42), 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, a Temporary Construction Easement, in the location shown and designated on the Plan as "Temporary Construction Easement Hereby Granted" in the location and dimensions shown on the Plat (the "Temporary Construction Easement"), 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 area.

The Temporary Construction Easement is 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 Easement for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easement, including the right of reasonable access to and from the Temporary Construction Easement 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 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 Easement 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 Easement 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, and the replacement of structures, trees, or other obstructions, if necessary, as determined by the County in its reasonable discretion.

3. The Grantor reserves the right to make any use of the Temporary Construction Easement area that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Temporary Construction Easement 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 Easement, and that Grantor shall make no use of the Temporary Easement area that is inconsistent with the Temporary Construction Easement and the associated rights hereby conveyed.

5. The Temporary Construction 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.

## 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 Beneficiary on the Deeds of Trust, as evidenced by their signatures affixed hereto, do hereby consent to and subordinate the liens of the Deed of Trust for which they are the Beneficiary or Trustee to the Sidewalk Easement and the Temporary Construction Easement granted herein and as shown on the Plat.

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

## COVENANTS REAL

The Grantor, with the consent and approval of the Beneficiary 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 Beneficiary 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 Plan attached hereto and made a part hereof.

Grantor, with the consent and approval of the Beneficiary 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:** **NICOLE M. RAYMOND**

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 15th day of June, 2021, by **Nicole M. Raymond**, Grantor.

Notary Public:
My Commission expires: March 31, 2024
My Registration No.: 346474

Troy Cordel Harris
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2024
Commission ID# 346474



Project: Columbia Pike Multi Modal Segment C - Project # DS41 (the "Project")
RPC: 25020006
Address: 1827 Columbia Pike, Arlington, Virginia

**TRUSTEE:** **PAMELA WILLIAMSON**

State: VA.
~~County~~: City of Richmond

The foregoing instrument was acknowledged before me on this 6th day of Oct., 2021, by **Pamela Williamson**, Trustee.

Notary Public: Susan G. Satterfield
My Commission expires: 8-30-2023
My Registration No.: 252030

SUSAN G. SATTERFIELD
NOTARY PUBLIC-REGISTRATION # 252030
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
8-30-2023



Project: Columbia Pike Multi Modal Segment C - Project # DS41 (the "Project")
RPC: 25020006
Address: 1827 Columbia Pike, Arlington, Virginia

**BENEFICIARY:** **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, as nominee for Truist bank, successor by merger to Suntrust Bank, its successors and/or assigns.

By: Nicole H. Nikolis

Name: Nicole H. Nikolis

Title: Vice President.

State: VA.
County: city of Richmond

The foregoing instrument was acknowledged before me on this 6th day of Oct., 2021, by Nicole H. Nikolis, who is the VP of **Mortgage Electronic Registration Systems, Inc.**, as nominee for Truist bank, successor by merger to Suntrust Bank, its successors and/or assigns.

Notary Public: Susan G. Satterfield
My Commission expires: 9-30-2023
My Registration No.: 252030

SUSAN G. SATTERFIELD
NOTARY PUBLIC-REGISTRATION # 252030
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
9-30-2023



Project: Columbia Pike Multi Modal Segment C - Project # DS41 (the "Project")
RPC: 25020006
Address: 1827 Columbia Pike, Arlington, Virginia

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this 2nd day of February, 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 January 11, 2022.

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 2nd day of February, 2022.

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

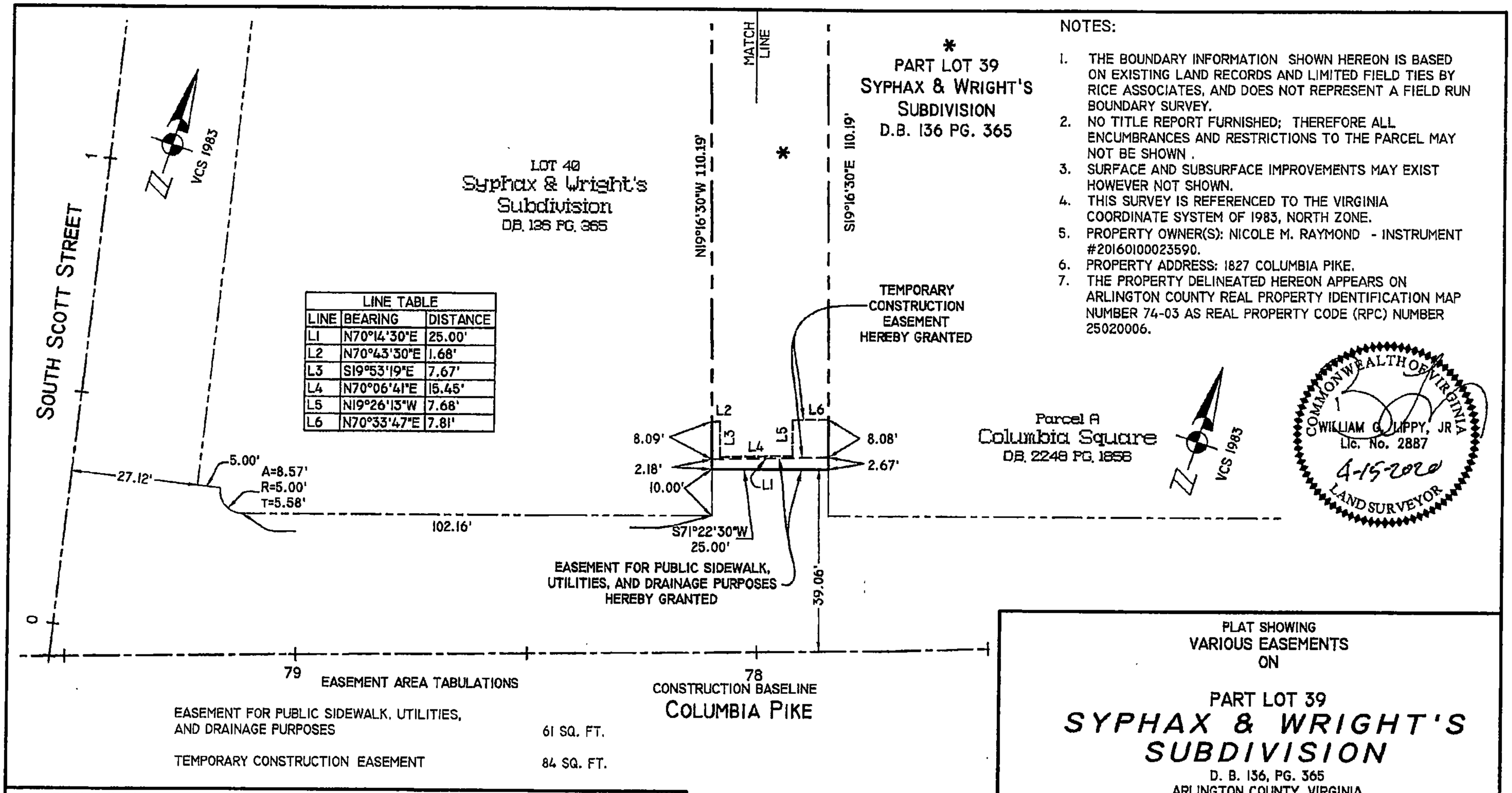
Jessica Rae Perkins
Notary Public
Commonwealth of Virginia
My Commission Expires June 30, 2022
Commission ID# 7618158

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY



Project: Columbia Pike Multi Modal Segment C - Project # DS41 (the "Project")
RPC: 25020006
Address: 1827 Columbia Pike, Arlington, Virginia




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N70°14'30"E | 25.00' |
| L2 | N70°43'30"E | 1.68' |
| L3 | S19°53'19"E | 7.67' |
| L4 | N70°06'41"E | 15.45' |
| L5 | N19°26'13"W | 7.68' |
| L6 | N70°33'47"E | 7.81' |

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): NICOLE M. RAYMOND - INSTRUMENT #20160100023590.
6. PROPERTY ADDRESS: 1827 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 74-03 AS REAL PROPERTY CODE (RPC) NUMBER 25020006.

COMMONWEALTH OF VIRGINIA
WILLIAM G. LUPPY, JR
Lic. No. 2887
4-15-2020
LAND SURVEYOR

EASEMENT AREA TABULATIONS

| | |
|---|---|
| EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES | 61 SQ. FT. |
| TEMPORARY CONSTRUCTION EASEMENT | 84 SQ. FT. |

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 4-17-2020
PLAT EXAMINER

APPROVED: 4-17-2020
SUBDIVISION AND BONDS ADMINISTRATOR
ACTING

GRAPHIC SCALE
20 0 20
SCALE: 1" = 20'

MATCH LINE

PLAT SHOWING
VARIOUS EASEMENTS
ON

PART LOT 39
# SYPHAX & WRIGHT'S SUBDIVISION
D. B. 136, PG. 365
ARLINGTON COUNTY, VIRGINIA

| SCALE : 1" = 20' | DRAWN BY:LS / KLT | CHECKED BY:LS | DATE : 10-10-16 |
|---|---|---|---|

UPDATED: 2-28-2020, REVISED 3-23-2020
CADD FILE : S:\PROJECT\KH110402C\DWG\EASEMENT PLATS\C-25020006-182.DWG

RICE ASSOCIATES
Surveying • Photogrammetry • 3-D Laser Scanning
•Subsurface Utility Designation and Mapping
10661 GASKINS WAY MANASSAS, VIRGINIA 20109
(703) 968-3200 FAX (703) 968-2705 • RICESURVEYS.COM

**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

20200100014473
06/24/2020 01:39:38 PM 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 23 day of June, 2020, by **COLUMBIA SQUARE HOMEOWNERS ASSOCIATION, INC.**, a Virginia corporation ("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"), of portions of Grantor's property, more specifically described as areas of real estate containing approximately **One Hundred Ninety-seven (197), Seventy-one (71)** and **Six Hundred Eighty-eight (688)** square feet, respectively, for a total of approximately **Nine Hundred Fifty-six (956)** square feet of land (collectively, the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the plans attached hereto and made a part hereof, entitled **"Columbia Pike, Street Improvement Project Easement Exhibit Plan, Columbia Square Homeowners Association, Inc."**, which plans are dated February 27, 2020 (the "Plans"), said Temporary Easement Area being portions of the property acquired by the Grantor by deed dated **July 24, 1989,** recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2393** at Page **1150**, and more particularly described as:

> **Parcel A, Columbia Square, being the common area consisting of 0.72688 acres, more or less, as shown on the plat duly dedicated in the Deed of Vacation, Rededication and Resubdivision recorded in Deed Book 2248 at Page 1856 among the land records of Arlington County, Virginia** (the "Property").



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25020052
Address: 5600 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 a driveway entrance, public sidewalk and utility facilities, including accessories and appurtenances thereto, within and 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 driveway entrance, public sidewalk and utility facilities within or adjacent to the Temporary Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area within 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 within or adjacent to the Temporary Easement Area; (3) replace with nursery stock, all damaged or destroyed trees within 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:**

**COLUMBIA SQUARE HOMEOWNERS ASSOCIATION, INC.,**
a Virginia Corporation

by:_____
Anthony Dizon,
its President

STATE: Virginia,
COUNTY: Prince William:

The foregoing instrument was acknowledged before me on this 27 day of May, 2020, by Anthony Dizon as President of **Columbia Square Homeowners Association, Inc.,** Grantor.

Notary Public: _____
My Commission Expires: Aug 31, 2021
My Registration No.: 7726639

COMMONWEALTH OF VIRGINIA
SAMANTHA L WINTERSTINE
NOTARY PUBLIC
MY COMMISSION NUMBER 7726639



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25020052
Address: 5600 Columbia Pike, Arlington, VA

V1

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

ACCEPTED this 23rd day of June, 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 23rd day of June, 2020

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:

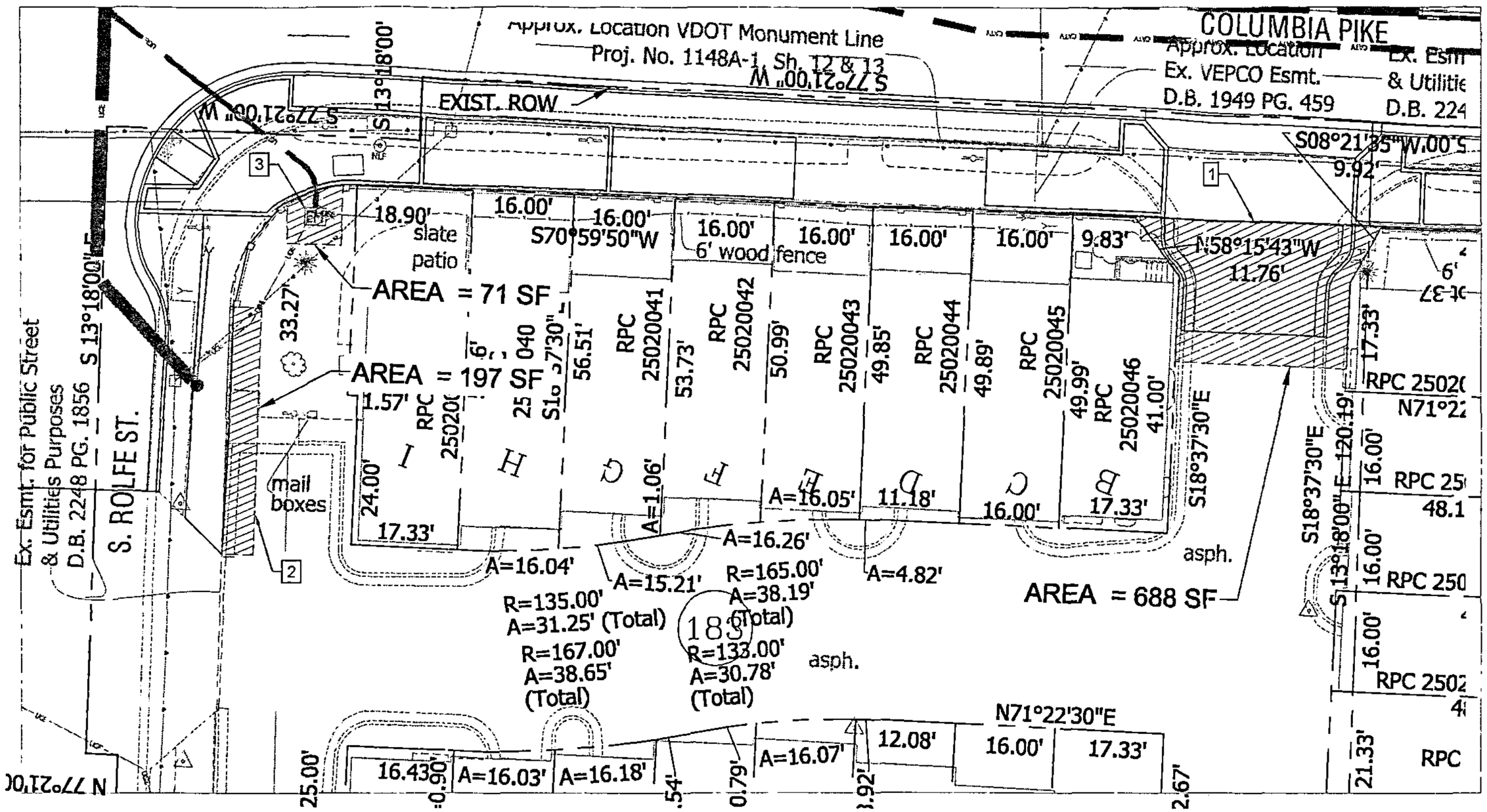
_____
COUNTY ATTORNEY



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25020052
Address: 5600 Columbia Pike, Arlington, VA

GRAPHIC SCALE IN FEET
0 5 10 20

# PROPOSED PLAN




## CONSTRUCTION NOTES

1. REMOVE AND REPLACE DRIVEWAY APRON AND ENTRANCE TO TIE TO PROPOSED GRADE
2. REMOVE AND RESTORE SIDEWALK
3. TIE PROPOSED UTILITY LINE TO EXISTING METER

## LEGEND

| | | |
|---|---|---|
| PROPOSED TEMPORARY CONSTRUCTION EASEMENT | = | 956 SF TOTAL |
| PROPERTY LINE | | |

ARLINGTON VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES

Transportation Division
Transportation Planning Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, VA 22201
Phone: 703.228.3829
Fax: 703.228.3608

Kimley»Horn

Kimley-Horn
11400 Commerce Park Drive, Suite 400
Reston, Virginia 20191
Phone: 703-674-1300
Fax: 703-674-1350

Seal

Not for Construction

| Approvals | Date |
|---|---|
| DESIGN TEAM SUPERVISOR | |
| ENGINEERING BUREAU CHIEF | |
| WATER, SEWER STREETS BUREAU CHIEF | |
| TRANSPORTATION DIRECTOR | |

| Revisions | Date |
|---|---|
| | |

Project Name and Location

Columbia Pike

Street Improvement Project
Easement Exhibit Plan
Columbia Square Homeowners Association, Inc.

Designed:
Drawn:
Checked:
Miss Utility Transmittal #:

Filename: 110010073-C-EASEMENTS.dwg
Path:
Plotted: February 27, 2020
Plotted by: olivia.decarlo

Scale: Hor. 1" = 10'

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

20210100033248
10/06/2021 09:59:59 AM 1/6
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 14 day of June, 2021, by **UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS CONDOMINIUM** ("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 Fifteen Thousand Four Hundred Dollars ($15,400), 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 non-exclusive easement for public **sidewalk, utilities and drainage** purposes (the "Easement") over, under, upon and across **eight hundred seventy-eight (878)** square feet of land (the "Easement Area") situated in Arlington County, Virginia, being designated as "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted, Area = 878 SQ. FT." on the plat attached hereto and made a part hereof, entitled **"Plat Showing Various Easements on Part of Parcel A, Gosnell Acres, D.B. 1813, PG. 156, ALSO KNOWN AS PHASE I, WESTHAMPTON MEWS CONDOMINIUM, D.B. 2002, PG. 1847, ARLINGTON COUNTY, VIRGINIA"**, dated October 8, 2019, which plat was approved on October 31, 2019 by the Acting 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 deed dated **December 7, 1979,** recorded in the land records of the Arlington County Circuit Court in Deed Book **2002** at Page **1847**, and more particularly described therein as:

> **"The Common Elements of Westhampton Mews Condominium, in accordance with the Declaration recorded in Deed Book 2002 at page 1847 among the land records of Arlington County, Virginia which lie within the bounds of Arlington County"** (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.



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25021122
Address: Columbia Pike, Arlington, Virginia

V1

5 + 1 PLAT

Grantee shall have the non-exclusive 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 facilities, including accessories and appurtenances thereto, within or adjacent said Easement Area, and for such other purposes as are incidental and related thereto.

Grantee and its agents shall have full and free non-exclusive 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 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 Grantee 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 drainage facilities within the Easement Area, Grantee will, at no cost to 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 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 on 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 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 non-exclusive 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.

WITNESS the following signature(s):

**GRANTOR:**

**UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS CONDOMINIUM**

**BY:** Matthew P. Williams
**(without personal recourse)**
**NAME:** Matthew P. Williams
**TITLE:** President

State: Virginia
County: Fairfax

The foregoing instrument was acknowledged before me on this 14th day of June, 2021, by Matthew P. Williams, who is president of the Board of Directors of the **Unit Owners Association of Westhampton Mews Condominium**, Grantor.

Notary Public: Monica Cholmondeley
My Commission expires: August 31, 2021
My Registration No.: 236929
SEAL

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2021
Commission ID# 236929



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25021122
Address: Columbia Pike, Arlington, Virginia

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this 8th day of September, 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 July 17, 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 ~~[illegible]~~ Timothy D. O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 8th day of September, 2021.

Notary Public: Monica Maxine Cholmondeley
My Commission expires: August 31, 2025
My Registration No.: 236929

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2025
Commission ID# 236929

APPROVED AS TO FORM:

_____
Acting COUNTY ATTORNEY



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25021122
Address: Columbia Pike, Arlington, Virginia

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): WESTHAMPTON MEWS CONDOMINIUM / UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS CONDOMINIUM - DEED BOOK 2002 PAGE 1847.
6. PROPERTY ADDRESS: NONE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 74-03 AS REAL PROPERTY CODE (RPC) NUMBER 25021PCA.

CURVE TABLE

| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | DELTA | TANGENT |
|---|---|---|---|---|---|---|
| C1 | 25.00' | 32.00' | S34°25'16"W | [illegible] | 75°20'00" | 18.61' |
| C2 | 19.50' | 30.56' | N64°08'50"W | [illegible] | 89°48'30" | 19.45' |
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LINE TABLE

| LABEL | BEARING | DISTANCE |
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| L2 | N 65°15'42" E | [illegible] |
| L3 | S 70°45'00" W | [illegible] |
| L4 | S 19°06'59" E | [illegible] |
| L5 | N 70°50'54" E | [illegible] |
| L6 | S 19°09'06" E | [illegible] |
| L7 | S 22°08'56" E | [illegible] |
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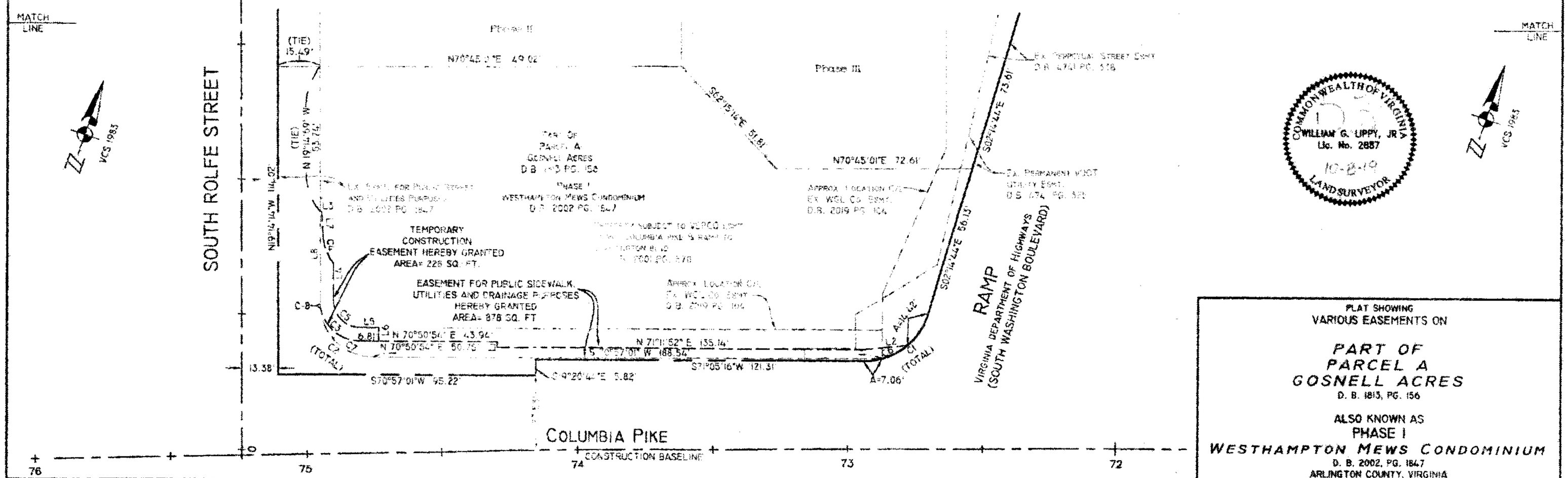


COMMONWEALTH OF VIRGINIA
WILLIAM G. UPPY, JR.
Lic. No. 2887
10-8-19
LAND SURVEYOR

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

PLAT SHOWING
VARIOUS EASEMENTS ON

*PART OF PARCEL A GOSNELL ACRES*
D. B. 1813, PG. 156

ALSO KNOWN AS
PHASE I
*WESTHAMPTON MEWS CONDOMINIUM*
D. B. 2002, PG. 1847
ARLINGTON COUNTY, VIRGINIA

SHEET 1 OF 1

| SCALE : 1" = 25' | DRAWN BY: KLT | CHECKED BY: LS | DATE : 10/07/2016 |
|---|---|---|---|

REVISED 06/20/19

CADD FILE : S:\PROJECT\KHI\0402C\DWG\EASEMENT PLATS\C-2502IPCA-184 REV 6-17-19


RICE ASSOCIATES
Surveying • Photogrammetry • 3-D Laser Scanning
•Subsurface Utility Designation and Mapping
10661 GASKINS WAY MANASSAS, VIRGINIA 20109
(703) 968-3200 FAX (703) 968-2705 • RICESURVEYS.COM


ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 10-31-2019
PLAT EXAMINER

APPROVED: 10-31-2019
SUBDIVISION AND BONDS ADMINISTRATOR

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| L4 | S 19°06'39" E | 13.61' |
| L5 | N 70°50'54"E | 6.81' |
| L6 | S 19°09'06" E | 5.00' |
| L7 | S 22°08'56" E | 9.07' |
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NOTES:

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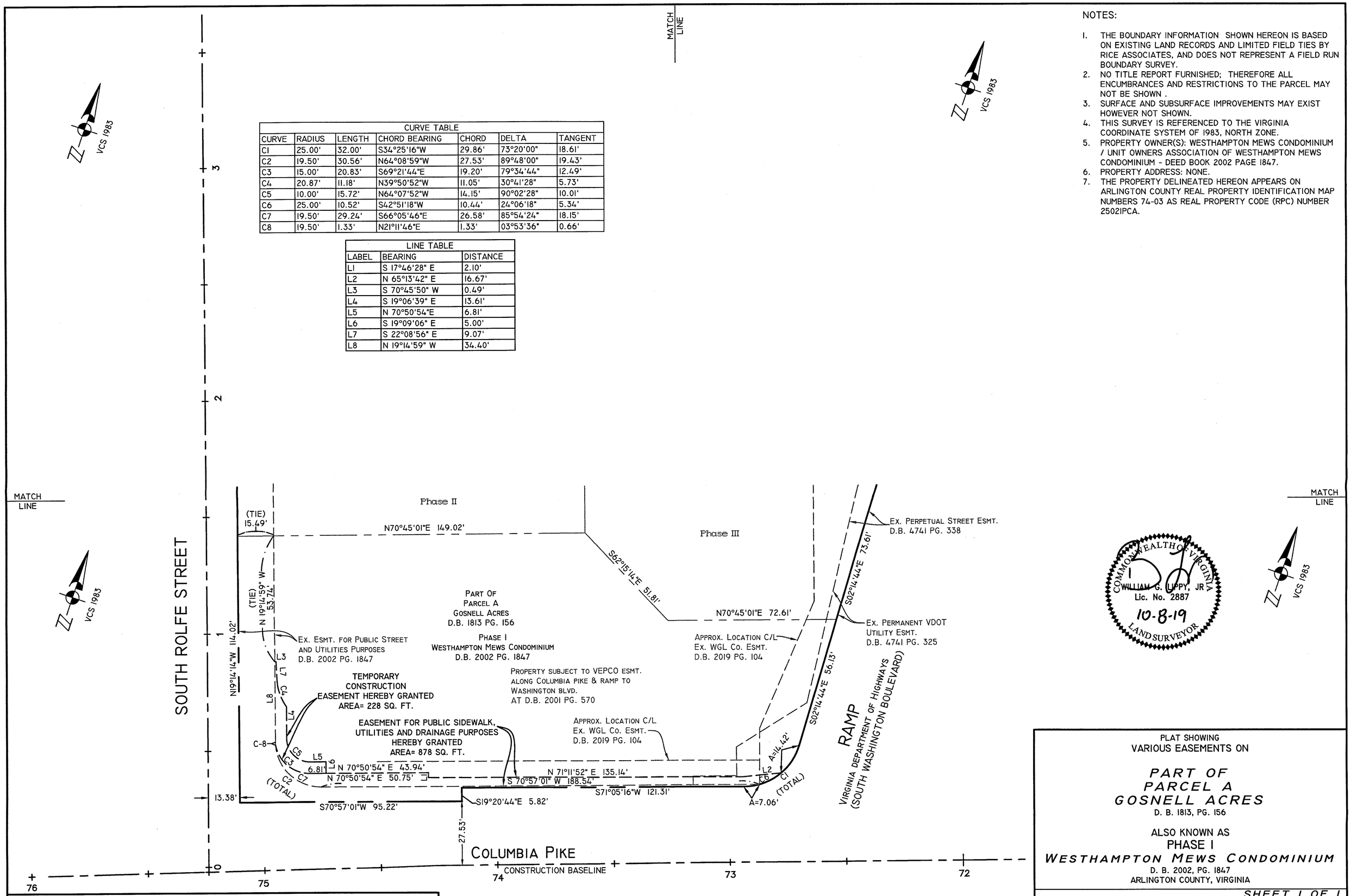
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 74-03 AS REAL PROPERTY CODE (RPC) NUMBER 25021PCA.




COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
10-8-19
LAND SURVEYOR

PLAT SHOWING
VARIOUS EASEMENTS ON

*PART OF PARCEL A GOSNELL ACRES*
D. B. 1813, PG. 156

ALSO KNOWN AS
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D. B. 2002, PG. 1847
ARLINGTON COUNTY, VIRGINIA

*SHEET 1 OF 1*

| SCALE : 1" = 25' | DRAWN BY: KLT | CHECKED BY: LS | DATE : 10/07/2016 |
|---|---|---|---|

REVISED 06/20/19

CADD FILE : S:\PROJECT\KH110402C\DWG\EASEMENT PLATS\C-25021PCA-184 REV 6-17-19

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

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 10-31-2019
PLAT EXAMINER

APPROVED: 10-31-2019
SUBDIVISION AND BONDS ADMINISTRATOR
ACTIN 6


RICE ASSOCIATES
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**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

20210100033251
10/06/2021 10:05:06 AM 1/6
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 14th day of June, 2021, by **UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS CONDOMINIUM** ("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 Six Thousand Dollars ($6,000.00), 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 Grantee a temporary easement for the non-exclusive 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 **two hundred twenty-eight (228)** square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, being designated as "Temporary Construction Easement Hereby Granted, Area = 228 SQ. FT." on the plat attached hereto and made a part hereof, entitled **"Plat Showing Various Easements on Part of Parcel A, Gosnell Acres, D.B. 1813, PG. 156, ALSO KNOWN AS PHASE I, WESTHAMPTON MEWS CONDOMINIUM, D.B. 2002, PG. 1847, ARLINGTON COUNTY, VIRGINIA"**, dated October 8, 2019, which plat was approved on October 31, 2019 by the Acting Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said Temporary Easement Area being a portion of the property acquired by Grantor by deed dated **December 7, 1979,** recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2002** at Page **1847**, and more particularly described as:

> **"The Common Elements of Westhampton Mews Condominium, in accordance with the Declaration recorded in Deed Book 2002 at page**



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25021122
Address: Columbia Pike, Arlington, VA

V1

5 + 1 PLAT

**1847 among the land records of Arlington County, Virginia which lie within the bounds of Arlington County"** (the "Property").

Reference is hereby made to the Plat 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 non-exclusive right to use the Temporary Easement Area 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 Area, 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 non-exclusive 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 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, utilities and drainage** facilities within or adjacent to the Temporary Easement Area, Grantee will, at no cost to 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 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):

**GRANTOR:**

**UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS CONDOMINIUM**

**BY:** Matthew P. Williams
(without personal recourse)
**NAME:** Matthew P Williams
**TITLE:** President

State: Virginia
County: Fairfax

The foregoing instrument was acknowledged before me on this 14th day of June, 2021, by Matthew P. Williams, who is president of the Board of Directors of **Unit Owners Association of Westhampton Mews Condominium**, Grantor.

Notary Public: Monica Maxine Cholmondeley
My Commission expires: August 31, 2021
My Registration No.: 236929
SEAL

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2021
Commission ID# 236929



Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project # DS41 (the "Project")
RPC: 25021122
Address: Columbia Pike, Arlington, VA

**GRANTEE:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Accepted this 8th day of September, 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 July 17, 2021.

By: _____
Name: Timothy D. O'Hora
Title: Actng 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 8th day of September, 2021.

Notary Public: Monica Maxine Cholmondeley
My Commission expires: August 31, 2025
My Registration No.: 236929

MONICA MAXINE CHOLMONDELEY
Notary Public
Commonwealth of Virginia
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APPROVED AS TO FORM:

_____
Actng COUNTY ATTORNEY



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7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 74-03 AS REAL PROPERTY CODE (RPC) NUMBER 25021PCA.

CURVE TABLE

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|---|---|---|---|---|---|---|
| C1 | 25.00' | 32.00' | S34°25'16"W | [illegible] | 73°20'00" | 18.61' |
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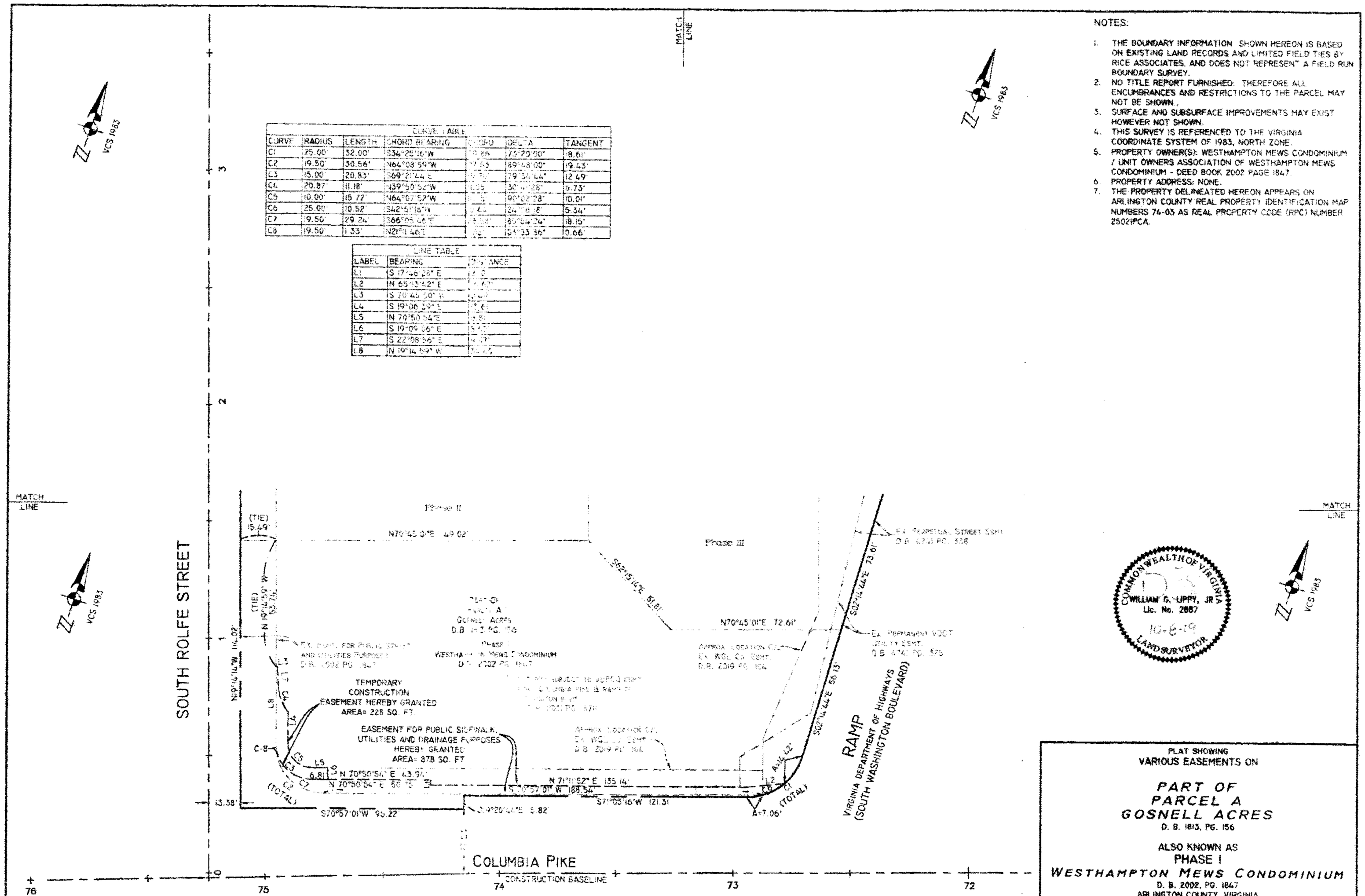


COMMONWEALTH OF VIRGINIA
WILLIAM G. UPPY, JR.
Lic. No. 2887
10-8-19
LAND SURVEYOR

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 10-31-2019 — PLAT EXAMINER

APPROVED: 10-31-2019 — SUBDIVISION AND BONDS ADMINISTRATOR (ACTING)

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

PLAT SHOWING
VARIOUS EASEMENTS ON

# PART OF PARCEL A GOSNELL ACRES

D. B. 1813, PG. 156

ALSO KNOWN AS
PHASE I
WESTHAMPTON MEWS CONDOMINIUM
D. B. 2002, PG. 1847
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SHEET 1 OF 1

| SCALE : 1" = 25' | DRAWN BY: KLT | CHECKED BY: LS | DATE : 10/07/2016 |
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REVISED 06/20/19

CADD FILE : S:\PROJECT\KH\04020\DWG\EASEMENT PLATS\C 25021PCA-184 REV 6-17-19


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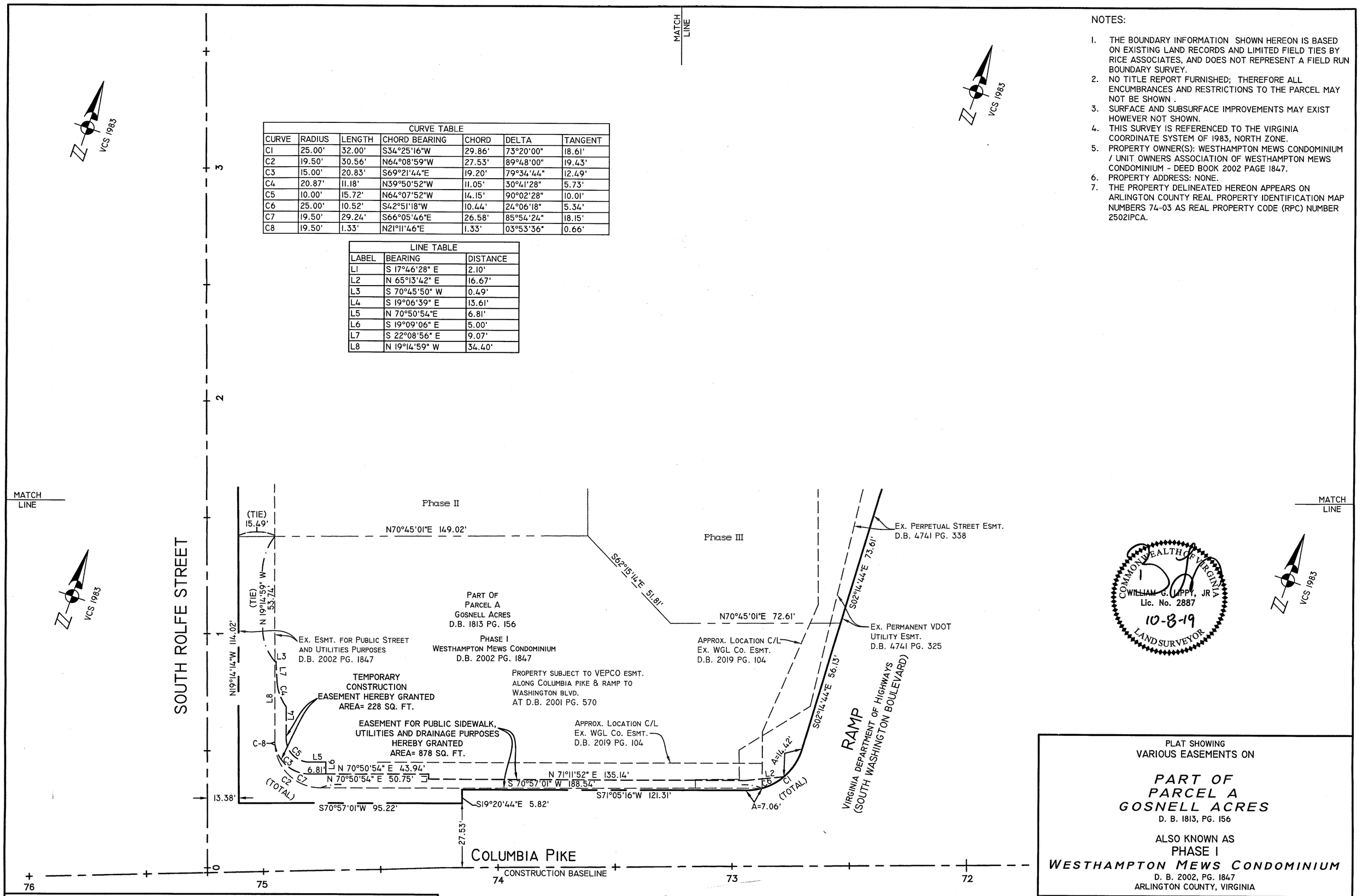


COMMONWEALTH OF VIRGINIA
WILLIAM G. LAPPY, JR
Lic. No. 2887
10-8-19
LAND SURVEYOR

PLAT SHOWING
VARIOUS EASEMENTS ON

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SHEET 1 OF 1

| SCALE : 1" = 25' | DRAWN BY: KLT | CHECKED BY: LS | DATE : 10/07/2016 |
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REVISED 06/20/19
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GRAPHIC SCALE
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SCALE: 1" = 25'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 10-31-2019
PLAT EXAMINER

APPROVED: 10-31-2019
Bruce Woodhams
SUBDIVISION AND BONDS ADMINISTRATOR
ACTING


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